

<b>SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, &amp; 30</b>				1. REQUISITION NO. 636-20-1-5060-0002	PAGE 1 OF 125		
2. CONTRACT NO.	3. AWARD/EFFECTIVE DATE	4. ORDER NO.	5. SOLICITATION NUMBER 36C26320Q0054	6. SOLICITATION ISSUE DATE 11-07-2019			
7. FOR SOLICITATION INFORMATION CALL:	a. NAME Travis Johnson	b. TELEPHONE NO. (No Collect Calls) 605-333-6822	8. OFFER DUE DATE/LOCAL TIME 11-19-2019 1000 AM CST				
9. ISSUED BY  Department of Veterans Affairs NETWORK 23 CONTRACTING OFFICE 2501 W. 22nd St. Sioux Falls SD 57105	CODE	10. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED OR <input checked="" type="checkbox"/> SET ASIDE: 100 % FOR: <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input checked="" 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: 541340 SIZE STANDARD: \$8 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				
15. DELIVER TO  Department of Veterans Affairs Nebraska-Western Iowa Health Care System 4101 Woolworth Ave.  Omaha NE 68105	CODE	16. ADMINISTERED BY  Department of Veterans Affairs NETWORK 23 CONTRACTING OFFICE 2501 W. 22nd St. Sioux Falls SD 57105	CODE				
17a. CONTRACTOR/OFFEROR  TELEPHONE NO. _____ DUNS: _____ DUNS+4: _____	CODE	18a. PAYMENT WILL BE MADE BY  Tungsten Network Electronic Invoicing <a href="http://www.tungsten-network.com/customer-campaigns/veterans-affairs/">http://www.tungsten-network.com/customer-campaigns/veterans-affairs/</a>  PHONE: _____ FAX: _____	CODE				
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER	<input type="checkbox"/> 18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM						
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	Firm Fixed Price Contract to provide Facility Floor Plan Update and Data Management Services to support all three stations(Omaha, Grand Island and Lincoln, NE) included in Nebraska-Western Iowa Health Care System. Review the Statement of Work for additional Information.  This Request for Quote (RFQ) is conducted under FAR Part 13.5, Simplified Procedures for Certain Commercial Items and FAR Part 12, Acquisition of Commercial Services. This solicitation document and incorporated provisions and clauses are those in effect through Federal Acquisition Circular (FAC) 2019-01 dated 01/22/2019. The Government intends to award a Firm-Fixed Price Contract with four (4) option years. Lowest Price Technically Acceptable (LPTA) shall be used to evaluate offers. Refer to FAR Provisions 52.212-1 and 52.212-2 for offeror submission requirements and evaluation factors.  (Use Reverse and/or Attach Additional Sheets as Necessary)						
25. ACCOUNTING AND APPROPRIATION DATA 636-3600162-5060-850400-3220 010050192 636-20-1-5060-0002				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 checked="" type="checkbox"/> ARE <input 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 type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN _____ COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED				<input type="checkbox"/> 29. AWARD OF CONTRACT: REF. _____ OFFER DATED _____ YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN IS ACCEPTED AS TO ITEMS:			
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) Travis Johnson 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: Contracting Officer 36C263 Travis Johnson

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

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

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

52.232-36, Payment by Third Party

3. INVOICES: Invoices shall be submitted in arrears:

a. Quarterly

b. Semi-Annually

c. Other  Monthly

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

Tungsten Network Electronic Invoicing

<http://www.tungsten-network.com/>

[customer-campaigns/veterans-affairs/](http://www.tungsten-network.com/customer-campaigns/veterans-affairs/)

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

AMENDMENT NO	DATE

### B.2 PRICE/COST SCHEDULE

#### ITEM INFORMATION

ITEM	DESCRIPTION OF	QUANTIT	UNI	UNIT PRICE	AMOUNT
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NUMBER	SUPPLIES/SERVICES	Y	T		
0001	Omaha Medical Center (638,399 SF). Develop master architectural CAD drawings. Contract Period: Base POP Begin: 12-01-2019 POP End: 11-30-2020	1.00	YR	_____	_____
0002	Grand Island Medical Center (554,596 Estimated SF). Develop master architectural CAD drawings. Contract Period: Base POP Begin: 12-01-2019 POP End: 11-30-2020	1.00	YR	_____	_____
0003	Omaha Vet Center; Center Mall-Suite 215, 225, 227, 509; Community Resource & Referral Center; and Bellevue CBOC (60,933 Estimated SF). Develop master architectural CAD drawings. Contract Period: Base POP Begin: 12-01-2019 POP End: 11-30-2020	1.00	YR	_____	_____
0004	Lincoln Vet Center and Lincoln CBOC (75,902 Estimated SF). Develop master architectural CAD drawings. Contract Period: Base POP Begin: 12-01-2019 POP End: 11-30-2020	1.00	YR	_____	_____
0005	Omaha Medical Center (638,399 Estimated SF). Implement a space management and CAI reporting system. Contract Period: Base POP Begin: 12-01-2019 POP End: 11-30-2020	1.00	YR	_____	_____
0006	Grand Island Medical Center (554,596 Estimated SF). Implement a space management and CAI reporting system. Contract Period: Base POP Begin: 12-01-2019 POP End: 11-30-2020	1.00	YR	_____	_____
0007		1.00	YR	_____	_____

				<p>Omaha Vet Center; Center Mall-Suite 215, 225, 227, 509; Community Resource &amp; Referral Center; and Bellevue CBOC (60,933 Estimated SF). Implement a space management and CAI reporting system. Contract Period: Base POP Begin: 12-01-2019 POP End: 11-30-2020</p>		
<b>0008</b>		1.00	YR			
				<p>Lincoln Vet Center and Lincoln CBOC (75,902 Estimated SF). Implement a space management and CAI reporting system. Contract Period: Base POP Begin: 12-01-2019 POP End: 11-30-2020</p>		
<b>0009</b>		1.00	YR			
				<p>Omaha Medical Center (638,399 Estimated SF). CAFM on-going maintenance and support. Contract Period: Base POP Begin: 12-01-2019 POP End: 11-30-2020</p>		
<b>0010</b>		1.00	YR			
				<p>Grand Island Medical Center (554,596 Estimated SF). CAFM on-going maintenance and support. Contract Period: Base POP Begin: 12-01-2019 POP End: 11-30-2020</p>		
<b>0011</b>		1.00	YR			
				<p>Omaha Vet Center; Center Mall-Suite 215, 225, 227, 509; Community Resource &amp; Referral Center; and Bellevue CBOC (60,933 Estimated SF). CAFM on-going maintenance and support. Contract Period: Base POP Begin: 12-01-2019 POP End: 11-30-2020</p>		
<b>0012</b>		1.00	YR			
				<p>Lincoln Vet Center and Lincoln CBOC (75,902 Estimated SF). CAFM on-going maintenance and support. Contract Period: Base POP Begin: 12-01-2019 POP End: 11-30-2020</p>		
<b>1001</b>		1.00	YR			

			Update and maintain master architectural CAD drawings all sites. Contract Period: Option 1 POP Begin: 12-01-2020 POP End: 11-30-2021		
<b>1002</b>		1.00 YR			
			Update and maintain space management and CAI reporting system all sites. Contract Period: Option 1 POP Begin: 12-01-2020 POP End: 11-30-2021		
<b>1003</b>		1.00 YR			
			CAFM on-going maintenance and support all sites. Contract Period: Option 1 POP Begin: 12-01-2020 POP End: 11-30-2021		
<b>2001</b>		1.00 YR			
			Update and maintain master architectural CAD drawings all sites. Contract Period: Option 2 POP Begin: 12-01-2021 POP End: 11-30-2022		
<b>2002</b>		1.00 YR			
			Update and maintain space management and CAI reporting system all sites. Contract Period: Option 2 POP Begin: 12-01-2021 POP End: 11-30-2022		
<b>2003</b>		1.00 YR			
			CAFM on-going maintenance and support all sites. Contract Period: Option 2 POP Begin: 12-01-2021 POP End: 11-30-2022		
<b>3001</b>		1.00 YR			
			Update and maintain master architectural CAD drawings all sites. Contract Period: Option 3 POP Begin: 12-01-2022 POP End: 11-30-2023		
<b>3002</b>		1.00 YR			

			Update and maintain space management and CAI reporting system all sites. Contract Period: Option 3 POP Begin: 12-01-2022 POP End: 11-30-2023	—	—
<b>3003</b>		1.00	YR	_____	_____
			CAFM on-going maintenance and support all sites. Contract Period: Option 3 POP Begin: 12-01-2022 POP End: 11-30-2023	—	—
<b>4001</b>		1.00	YR	_____	_____
			Update and maintain master architectural CAD drawings all sites. Contract Period: Option 4 POP Begin: 12-01-2023 POP End: 11-30-2024	—	—
<b>4002</b>		1.00	YR	_____	_____
			Update and maintain space management and CAI reporting system all sites. Contract Period: Option 4 POP Begin: 12-01-2023 POP End: 11-30-2024	—	—
<b>4003</b>		1.00	YR	_____	_____
			CAFM on-going maintenance and support all sites. Contract Period: Option 4 POP Begin: 12-01-2023 POP End: 11-30-2024	—	—
				<b>GRAND TOTAL</b>	_____



## B.3 STATEMENT OF WORK

VA Nebraska-Western Iowa Health Care System (NWIHCS)  
Facility Floor Plan Update and Facility Data Management

**GENERAL SCOPE OF WORK.** To field verify all the facilities within the VA NWIHCS. Field verify shall be defined as a detailed field verification to identify discrepancies between existing CAD drawings and current conditions by performing physical measurements of all spaces within the buildings. Where varying information is discovered, it is expected that field measurements be taken and added to the existing drawings without the non-impacted portions of the floor plan being recreated or adjusted. The work covered by this Statement of Work (SOW) consists of furnishing all labor, equipment, materials, travel, testing, and permits required to perform the work described herein. Worker and pedestrian safety are always to be maintained.

1. **INTENT OF PROJECT.** The intent of this contract is to field verify the following VA NWIHCS facilities; update existing floor plans; integrate AutoCAD v. 2017 and all other drawing formats to a Capital Assets and Facility Management (CAFM) system; provide a space management system and Capital Asset Inventory (CAI) reporting system; provide on-site training for all potential end users; provide on-going web-based user access and application support; provide on-going maintenance and updates of drawings and database:

### Estimated Sq Ft.

1.1. Omaha Medical Center	638,399 SF
1.2. Omaha Vet Center	3,773 SF
1.3. Center Mall – Suite 227	9,999 SF
1.4. Center Mall – Suite 215	9,871 SF
1.5. Center Mall – Suite 225	8,500 SF
1.6. Center Mall – Suite 509	9,999 SF
1.7. Community Resource & Referral Center (CRRC)	9,995 SF
1.8. Lincoln Vet Center	3,902 SF
1.9. Grand Island Medical Center	554,596 SF
1.10. Bellevue CBOC	8,796 SF
1.11. Lincoln CBOC	72,000 SF

## 2. DESCRIPTION OF WORK

- 2.1. Contractor shall update all existing facilities floor plans, in AutoCAD v. 2017, and integrate plans into a CAFM system. Some elements of work will require surveying and monitoring. For purpose of this contract, surveying is defined as field verification with physical measurements. For purpose of this contract, monitoring is defined as existing data, provided by the Government, and integrated into CAFM (includes, but not limited to, existing AutoCAD files, PDF drawings, tiff/jpeg files, and paper copy files). Final facility floor plans shall include the following:

Survey and Monitor

- 2.1.1. Walls (internal and external), doors, frames and window locations
- 2.1.2. Columns
- 2.1.3. Door swings
- 2.1.4. Door ratings in rated walls
- 2.1.5. Occupancy and occupancy count
- 2.1.6. Egress/Exit locations indicating required and provided width
- 2.1.7. Elevators, stairs and ramps
- 2.1.8. Floor mounted casework, equipment or obstacles to egress
- 2.1.9. Room name and number, space function, service, and square footage
- 2.1.10. Chute and shaft locations
- 2.1.11. Hazardous storage area locations
- 2.1.12. Sinks, eye washes, toilets and plumbing fixtures
- 2.1.13. Millwork/counters
- 2.1.14. Cubicle layouts

Monitor

- 2.1.15. Dead end corridors
  - 2.1.16. Area separation wall locations
  - 2.1.17. Areas of refuge locations
  - 2.1.18. Fire alarm control panel (FACP) locations
  - 2.1.19. Damper locations
  - 2.1.20. Asbestos locations
- 2.2. Contractor shall confirm occupancy classifications and provide occupancy data.
  - 2.3. Contractor shall provide a Capital Assets and Facility Management (CAFM) system. This system shall consist of the following components:
    - 2.3.1. Drawings. An accurate field verified record set of as-built drawings.
    - 2.3.2. Data. Data associated with facilities system components linked to CAD drawings.
    - 2.3.3. CAFM Software. A tool to store, share, manage, distribute and report on the drawings, space and asset data. The CAFM Software shall contain the following key modules:
      - 2.3.3.1. As-builts: A repository of as-built drawings that provides for mark up, distribution and collaboration.
      - 2.3.3.2. Space: Holds data related to space assignment and characteristics of rooms.
      - 2.3.3.3. CAI Module: Holds data related to use of spaces and produces Capital Asset Inventory reports.
      - 2.3.3.4. Assets: Holds data related to physical plant assets in a spatial context and reports on their location and other characteristics.
      - 2.3.3.5. Employees: Manage and organize employee and department moves, planning and space usage.
      - 2.3.3.6. Documents: Store and organize all non-CAD documents for easy retrieval.
      - 2.3.3.7. Furniture: Manage furniture layout and reports on quantities and furniture characteristics.
      - 2.3.3.8. Projects: Tracks facility re-modeling and modifications.
      - 2.3.3.9. Web Services: Unlimited client managed web access to all aforementioned modules.
  - 2.4. Contractor shall provide on-site training for ten (10) end users. After the CAFM system is fully implemented, at least a one-day training session shall be conducted. Training shall consist of basic components, user interface functions, creating reports and extracting data into spreadsheet format.
  - 2.5. Contractor shall provide on-going web-based user access and application support. This support shall include maintenance, updating CAD drawings and data.
  - 2.6. Contractor shall provide on-going maintenance and updates of drawings and database. Drawing and database updates includes floor plans, occupancy classifications, occupancy counts, and capital asset data. The minimum capital asset data that the Government requires is the following:
    - a. Building number
    - b. Floor number
    - c. Room number
    - d. Department name
    - e. Space function
    - f. Existing gross square feet

## g. NGSF

At no time after the system is fully implemented will the Contractor be required to conduct on-site re-verification. All as-builts, occupancy classification/occupancy count changes, and capital asset data will be provided by the Government to the Contractor for updates.

- 2.7. Contractor shall provide final (100%) and corrected final submissions of all facility floor plans. The final submission of all facility floor plans, submitted on CDs in AutoCAD v. 2017 format, shall be standalone with no external references. Contractor shall allow 14 calendar days for the VA to review all submittals. See schedule of deliverables for submission details.
- 2.8. Contractor shall provide a proposed schedule for conducting all tasks for completing all items in this SOW.
- 2.9. Contractor shall assume all areas of the campus are, and must remain fully operational, and that surveying may require coordination with the VA for after-hours access, accompanied access and protected access (for medically sensitive areas, etc.), and shall include all such as part of the scope.
- 2.10. Contractor shall comply with the most current VA Design guide, master construction specifications located in the Technical Information Library (TIL) on the Office of Construction & Facilities Management (CFM) website, [www.cfm.va.gov/TIL](http://www.cfm.va.gov/TIL). Additionally, the Contractor shall comply with all applicable VA or VHA directives, manuals, handbooks and alerts and ensure design submissions follow applicable requirements of VA Program Guide, page 18-15, Volume C, A/E submission instructions for Minor and NRM Construction.
- 2.11. Contractor shall comply with CADD requirements that can be found in the CAD standards (<https://www.cfm.va.gov/til/projReq.asp>).
- 2.12. Contractor shall comply with all applicable Federal, State and Local codes including but not limited to:
  - 2.12.1. Energy Policy Act 2005
  - 2.12.2. Energy Independence and Security Act 2007
  - 2.12.3. Executive Orders 13514 and 13423
  - 2.12.4. All State and Local Jurisdictions enforcing Federal Law 1.06
- 2.13. Contractor shall conduct a project kickoff at the Omaha VA NWIHCS office within 14 calendar days of award date (specific date and time TBD by the POC). The Contractor shall prepare meeting agenda, meeting minutes and distribute no later than 3 calendar days before or after project kickoff meeting.
- 2.14. Project Meeting Management. The Contractor shall take minutes of all project meetings. The format must be acceptable to the Contracting Officer(CO) and Point of Contact(POC). Minutes must include the meeting date and time; agenda; meeting location; list of participants with their affiliations, and telephone numbers; be fully descriptive of issues, problems and decisions made; and action items with names of responsible parties and deadlines. In addition, the minutes must include, as attachments, all exhibits and references distributed as handout materials, unless the materials are part of a formal submission. The Contractor shall provide, via email transmission, complete copies of all minutes to CO and all attendees within 48 hours of the next meeting. All challenges to the minutes shall be reflected in a revised version prepared by the Contractor. Copies of updated minutes shall be distributed to the CO and all attendees within 24 hours after change notice.
- 2.15. Site Investigation. The Contractor shall perform all field work necessary to determine the existing conditions at the site of the work. The Contractor shall be responsible for verifying the accuracy of drawings furnished by the Government. It is anticipated that most or all investigative work will be conducted during normal business hours (8:00 AM to 4:30 PM). Work outside of normal business hours may be required and shall be approved and coordinated with the Contracting Officer or his/her representative.
- 2.16. Large File Transfers. The Contractor may utilize the AMRDEC SAFE website or a secure ftp site owned by the contractor for the receiving and transmittal of all no-formal submittal files too big to be sent via email. The AMRDEC SAFE website is located at <https://safe.amrdec.army.mil/SAFE>.
- 2.17. Electronic Submittal Program. The VA uses Submittal Exchange to manage project documents and coordination. The VA will establish the Submittal Exchange account for this project and ensure Contractor access. The Contractor shall utilize the VA provided Submittal Exchange account for all required submittals.
- 2.18. Picture taking (if required) of existing facilities require written notification to be made to the POC no later than seven (7) days before the requested date to take pictures. Pictures shall be limited to areas approved by the POC, and shall not include pictures of VA patients, staff or the public.

### 3. PERIOD OF PERFORMANCE

- 3.1. Base Year 12/01/2019 – 11/30/2020  
 Option Year 1 12/01/2020 – 11/30/2021  
 Option Year 2 12/01/2021 – 11/30/2022  
 Option Year 3 12/01/2022 – 11/30/2023  
 Option Year 4 12/01/2023 – 11/30/2024

#### 4. SCHEDULE OF DELIVERABLES

Milestone	Delivery Date	AQL/Format/Quantity
Detailed work plan and schedule, with milestones and delivery dates.	NLT 10 Calendar days after contract award.	Provide schedule to CO and POC; digital format.
Project Kickoff	NLT 14 Calendar days after award.	Exact date and time TBD by CO and POC.
Field Verification Update Existing Drawings	4-month duration	
Final Submission (Floor Plans)	Decided in Post Award Meeting	Two (2) CD's containing PDF's and CAD files of all drawings.
Corrected Final Submission (Floor Plans)	Decided in Post Award Meeting	Four (4) CD's containing PDF's and CAD files of all drawings.
CAFM System Implementation	3-month duration	

All dates are tentative and are subject to change.

\*Dates include 14 calendar days for VA review and observed federal holidays.

#### 5. GOVERNMENT FURNISHED Information

- 5.1. As-Built Drawings. As-built drawings may not be 100% accurate and will need field verification by the Contractor. Substantial deviations from actual as-built conditions which affects the SOW shall be brought to the attention of the CO and POC.
- 5.2. A list of facilities to be assessed. The list shall identify each facility (by common name and building number), the current function and total square footage (GSF). This information is only to be used to assist in determining costs for the required services.
- 5.3. VA NWIHCS personnel knowledgeable of the existing facilities will aid during the inspection, survey and full verification. The A/E shall coordinate and verify schedule and personnel, with the POC and points of contact listed in Section VI, in advance of site visit(s). In the event of an operation emergency, assistance from VA NWIHCS personnel will be intermittent. A/E must have skilled staff and equipment to perform task(s) without VA assistance.

#### 6. CONTRACTOR PERSONAL SECURITY REQUIREMENT

- 6.1. Badging. Key project personnel shall be badged at the appropriate level for the work they are performing. Contractor personnel needing extended periods of site investigation or after-hours work will require Non-PIV badges with physical access. Coordinate 14 business days prior to needing access, with the POC, for badging requirements and procedures.
- 6.2. The Certification and Accreditation requirements do not apply and a Security Accreditation Package is not required.

#### 7. NATIONAL ARCHIVES AND RECORDS ADMINISTRATION (NARA) REQUIREMENT

- 7.1. Contractor shall comply with all applicable records management laws and regulations, as well as National Archives and Records Administration (NARA) records policies, including but not limited to the Federal Records Act (44 U.S.C. chs. 21, 29, 31, 33), NARA regulations at 36 CFR Chapter XII Subchapter B, and those policies associated with the safeguarding of records covered by the Privacy Act of 1974 (5 U.S.C. 552a). These policies include the preservation of all records, regardless of form or characteristics, mode of transmission, or state of completion.

- 7.2. In accordance with 36 CFR 1222.32, all data created for Government use and delivered to, or falling under the legal control of, the Government are Federal records subject to the provisions of 44 U.S.C. chapters 21, 29, 31, and 33, the Freedom of Information Act (FOIA) (5 U.S.C. 552), as amended, and the Privacy Act of 1974 (5 U.S.C. 552a), as amended and must be managed and scheduled for disposition only as permitted by statute or regulation.
- 7.3. In accordance with 36 CFR 1222.32, Contractor shall maintain all records created for Government use or created in the course of performing the contract and/or delivered to, or under the legal control of the Government and must be managed in accordance with Federal law. Electronic records and associated metadata must be accompanied by sufficient technical documentation to permit understanding and use of the records and data.
- 7.4. VA Nebraska-Western Iowa Health Care System and its contractors are responsible for preventing the alienation or unauthorized destruction of records, including all forms of mutilation. Records may not be removed from the legal custody of VA Nebraska-Western Iowa Health Care System or destroyed except for in accordance with the provisions of the agency records schedules and with the written concurrence of the Head of the Contracting Activity. Willful and unlawful destruction, damage or alienation of Federal records is subject to the fines and penalties imposed by 18 U.S.C. 2701. In the event of any unlawful or accidental removal, defacing, alteration, or destruction of records, Contractor must report to VA Nebraska-Western Iowa Health Care System. The agency must report promptly to NARA in accordance with 36 CFR 1230.
- 7.5. The Contractor shall immediately notify the appropriate Contracting Officer upon discovery of any inadvertent or unauthorized disclosures of information, data, documentary materials, records or equipment. Disclosure of non-public information is limited to authorized personnel with a need-to-know as described in the contract vehicle. The Contractor shall ensure that the appropriate personnel, administrative, technical, and physical safeguards are established to ensure the security and confidentiality of this information, data, documentary material, records and/or equipment is properly protected. The Contractor shall not remove material from Government facilities or systems, or facilities or systems operated or maintained on the Government's behalf, without the express written permission of the Head of the Contracting Activity. When information, data, documentary material, records and/or equipment is no longer required, it shall be returned to VA Nebraska-Western Iowa Health Care System control or the Contractor must hold it until otherwise directed. Items returned to the Government shall be hand carried, mailed, emailed, or securely electronically transmitted to the Contracting Officer or address prescribed in the contract vehicle. Destruction of records is EXPRESSLY PROHIBITED unless in accordance with Paragraph (4).
- 7.6. The Contractor is required to obtain the Contracting Officer's approval prior to engaging in any contractual relationship (sub-contractor) in support of this contract requiring the disclosure of information, documentary material and/or records generated under, or relating to, contracts. The Contractor (and any sub-contractor) is required to abide by Government and VA Nebraska-Western Iowa Health Care System guidance for protecting sensitive, proprietary information, classified, and controlled unclassified information.
- 7.7. The Contractor shall only use Government IT equipment for purposes specifically tied to or authorized by the contract and in accordance with VA Nebraska-Western Iowa Health Care System policy.
- 7.8. The Contractor shall not create or maintain any records containing any non-public VA Nebraska-Western Iowa Health Care System information that are not specifically tied to or authorized by the contract.
- 7.9. The Contractor shall not retain, use, sell, or disseminate copies of any deliverable that contains information covered by the Privacy Act of 1974 or that which is generally protected from public disclosure by an exemption to the Freedom of Information Act.
- 7.10. The VA Nebraska-Western Iowa Health Care System owns the rights to all data and records produced as part of this contract. All deliverables under the contract are the property of the U.S.

Government for which VA Nebraska-Western Iowa Health Care System shall have unlimited rights to use, dispose of, or disclose such data contained therein as it determines to be in the public interest. Any Contractor rights in the data or deliverables must be identified as required by FAR 52.227-11 through FAR 52.227-20.

- 7.11.Training. All Contractor employees assigned to this contract who create, work with, or otherwise handle records are required to take VHA-provided records management training. The Contractor is responsible for confirming training has been completed according to agency policies, including initial training and any annual or refresher training.

**BUILDING LIST: Omaha Medical Center**

<b>FAC #</b>	<b>BUILDING NAME/FUNCTION</b>	<b>FLOORS</b>	<b>TOTAL GSF</b>
1	Main Hospital	15	421,623
2	Boiler Plant	1	8,697
3	Facilities Mgmt/Payroll	3	3,219
4	Administrative-Union	2	3,784
5	Administrative- Human Resources	2	3,738
6	Dental	2	8,380
8	Day Hospital	2	3,670
9	Dialysis -Linen Service	2	21,729
10	Oil Storage Tanks	-	-
11	Storage	1	628
12	Storage	1	625
15	Research	5	48,380
16	Cooling Tower Central Air	-	-
17	A/C Plant	2	9,553
18	Cooling Tower	-	-
19	Welding Shop	1	934
22	Storage	1	1,036
23	Picnic Shelter	-	-
24	High Voltage Switching Station	1	1,277
25	Outpatient Clinic	3	100,313
27	Staff Smoking Shelter	1	150
28	Patient Smoking Shelter	1	150
30	Chiller	1	513
<b>Total Site GSF</b>			<b>638,399</b>

**BUILDING LIST: Omaha Vet Center**

<b>FAC #</b>	<b>BUILDING NAME/FUNCTION</b>	<b>FLOORS</b>	<b>TOTAL GSF</b>
636LG	Vet Center	1	3,773
<b>Total Site GSF</b>			<b>3,773</b>

**BUILDING LIST: Center Mall – Suite 227**

<b>FAC #</b>	<b>BUILDING NAME/FUNCTION</b>	<b>FLOORS</b>	<b>TOTAL GSF</b>
CM-A	Omaha Polytrauma	1	9,999
<b>Total Site GSF</b>			<b>9,999</b>

**BUILDING LIST: Grand Island Medical Center**

<b>FAC #</b>	<b>BUILDING NAME/FUNCTION</b>	<b>FLOORS</b>	<b>TOTAL GSF</b>
1	Main Hospital	9	511,239
2	Director's Quarters	2	2,883
3	Pharmacy Student Housing	2	3,981
4	Pulmonary/Home Based Primary Care	2	3,982
5	VISN/Transition Housing	2	6,509
6	Education/Engineering	2	4,614
7	Boiler Plant	2	9,353
8	Maintenance Garage	1	8,405
10	Garage	1	536
11	Garage	1	536
17	Main Generator Building	1	1,850
18	Boiler Plant Generator Building	1	398
20	Employee Smoking Shelter	1	155
21	Patient Smoking Shelter	1	155
<b>Total Site GSF</b>			<b>554,596</b>

**BUILDING LIST: Center Mall – Suite 215**

<b>FAC #</b>	<b>BUILDING NAME/FUNCTION</b>	<b>FLOORS</b>	<b>TOTAL GSF</b>
CM-B	Omaha Business Office	1	9,871
<b>Total Site GSF</b>			<b>9,871</b>

**BUILDING LIST: Center Mall – Suite 225**

<b>FAC #</b>	<b>BUILDING NAME/FUNCTION</b>	<b>FLOORS</b>	<b>TOTAL GSF</b>
CM-C	Omaha Polytrauma	1	8,500
<b>Total Site GSF</b>			<b>8,500</b>

**BUILDING LIST: Center Mall – VERC Suite 509**

<b>FAC #</b>	<b>BUILDING NAME/FUNCTION</b>	<b>FLOORS</b>	<b>TOTAL GSF</b>
CM-D	Omaha Veterans Engineering Resource Center	1	9,999

<b>Total Site GSF</b>			<b>9,999</b>
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**BUILDING LIST: Community Resource & Referral Center (CRRC)**

<b>FAC #</b>	<b>BUILDING NAME/FUNCTION</b>	<b>FLOORS</b>	<b>TOTAL GSF</b>
636VA	Outpatient Facility	-	9,995
<b>Total Site GSF</b>			<b>9,995</b>

**BUILDING LIST: Lincoln Vet Center**

<b>FAC #</b>	<b>BUILDING NAME/FUNCTION</b>	<b>FLOORS</b>	<b>TOTAL GSF</b>
VC427	Outpatient Facility	-	3,902
<b>Total Site GSF</b>			<b>3,902</b>

**BUILDING LIST: Bellevue CBOC**

<b>FAC #</b>	<b>BUILDING NAME/FUNCTION</b>	<b>FLOORS</b>	<b>TOTAL GSF</b>
636GL	Outpatient Facility	-	8,796
<b>Total Site GSF</b>			<b>8,796</b>

**BUILDING LIST: Lincoln CBOC**

<b>FAC #</b>	<b>BUILDING NAME/FUNCTION</b>	<b>FLOORS</b>	<b>TOTAL GSF</b>
Unassigned	Outpatient Facility	-	72,000
<b>Total Site GSF</b>			<b>72,000</b>

--End of Statement of Work--



## 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 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS—COMMERCIAL ITEMS (OCT 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) 52.204–25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (AUG 2019) (Section 889(a)(1)(A) of Pub. L. 115–232).

(4) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (NOV 2015).

(5) 52.233-3, Protest After Award (Aug 1996) (31 U.S.C. 3553).

(6) 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 (OCT 2019) (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 (OCT 2019) (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 (OCT 2019) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Employee Class  
**30061 - Drafter/CAD Operator I**  
 \*\*For Informational Purposes  
 only. This is not Wage  
 Determination\*\*

Monetary Wage-Fringe Benefits  
 \$27.98

(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) 52.204–25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (AUG 2019) (Section 889(a)(1)(A) of Pub. L. 115–232).

(v) 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.

(vi) 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.

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

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

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

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

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

(xii) 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.

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

(xiv)(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).

(xv) 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).

(xvi) 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).

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

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

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

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

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

(xxi) 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).

(xxii) 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.

(xxiii) 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.3 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 prior to contract expiration.

(End of Clause)

### **C.4 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 prior to contract expiration; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 45 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.5 SUPPLEMENTAL INSURANCE REQUIREMENTS**

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

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

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

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

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

(End of Clause)

## **C.6 VAAR 852.203-70 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 852.219-10 VA NOTICE OF TOTAL SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS SET-ASIDE (JUL 2019) (DEVIATION)**

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

(1) Means a small business concern:

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled Veterans or eligible surviving spouses (see VAAR 802.101, Surviving Spouse definition);

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

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

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

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

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

(b) *General.*

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

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

(c) *Representation.* By submitting an offer, the prospective contractor represents that it is an eligible SDVOSB as defined in this clause, 38 CFR part 74, and VAAR subpart 819.70. Pursuant to 38 U.S.C. 8127(e), only VIP-listed SDVOSBs are considered eligible. Therefore, any reference in 13 CFR part 121



and 125 to a service-disabled veteran-owned small business concern (SDVO SBC), is to be construed to apply to a VA verified and VIP-listed SDVOSB and only such concern(s) qualify as similarly situated. The offeror must also be eligible at the time of award.

(d) *Agreement.* When awarded a contract (see FAR 2.101, Definitions), including orders under multiple-award contracts, or a subcontract, an SDVOSB agrees that in the performance of the contract, the SDVOSB shall comply with requirements in VAAR subpart 819.70 and SBA regulations on small business size and government contracting programs at 13 CFR part 121 and 125, including the nonmanufacturer rule and limitations on subcontracting requirements in 13 CFR part 121.406 and 125.6, provided that for purposes of the limitations on subcontracting, only VIP-listed SDVOSBs shall be considered eligible and/or “similarly situated” (i.e., a firm that has the same small business program status as the prime contractor). An independent contractor shall be considered a subcontractor. An otherwise eligible firm further agrees to the following:

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

(2) *Supplies or products*.

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

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

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

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

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

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

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

(End of clause)

## **C.8 VAAR 852.219-74 LIMITATIONS ON SUBCONTRACTING— MONITORING AND COMPLIANCE (JUL 2018)**

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

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

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

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

(End of Clause)

## **C.9 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.10 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>
52.203-17	CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS	APR 2014
52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON POSTCONSUMER FIBER CONTENT PAPER	MAY 2011
52.204-18	COMMERCIAL AND GOVERNMENT ENTITY CODE MAINTENANCE	JUL 2016
52.228-5	INSURANCE—WORK ON A GOVERNMENT INSTALLATION	JAN 1997

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

### D.1 WAGE RATES OMAHA

"REGISTER OF WAGE DETERMINATIONS UNDER		U.S. DEPARTMENT OF LABOR
THE SERVICE CONTRACT ACT		EMPLOYMENT STANDARDS ADMINISTRATION
By direction of the Secretary of Labor		WAGE AND HOUR DIVISION
		WASHINGTON D.C. 20210
		Wage Determination No.: 2015-5005
Daniel W. Simms	Division of	Revision No.: 9
Director	Wage Determinations	Date Of Last Revision: 07/16/2019

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Note: Under Executive Order (EO) 13658 an hourly minimum wage of \$10.60 for calendar year 2019 applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1 2015. If this contract is covered by the EO the contractor must pay all workers in any classification listed on this wage determination at least \$10.60 per hour (or the applicable wage rate listed on this wage determination if it is higher) for all hours spent performing on the contract in calendar year 2019. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

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States: Iowa Nebraska

Area: Iowa Counties of Harrison Mills Pottawattamie

Nebraska Counties of Cass Douglas Sarpy Saunders Washington

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

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		14.69
01012 - Accounting Clerk II		16.49
01013 - Accounting Clerk III		18.73
01020 - Administrative Assistant		23.87
01035 - Court Reporter		26.10
01041 - Customer Service Representative I		13.63
01042 - Customer Service Representative II		15.32
01043 - Customer Service Representative III		16.71
01051 - Data Entry Operator I		13.58
01052 - Data Entry Operator II		14.82
01060 - Dispatcher Motor Vehicle		23.35
01070 - Document Preparation Clerk		17.66
01090 - Duplicating Machine Operator		17.66
01111 - General Clerk I		13.00
01112 - General Clerk II		14.18
01113 - General Clerk III		17.51
01120 - Housing Referral Assistant		18.84
01141 - Messenger Courier		13.52
01191 - Order Clerk I		12.49
01192 - Order Clerk II		13.62
01261 - Personnel Assistant (Employment) I		15.70
01262 - Personnel Assistant (Employment) II		17.58
01263 - Personnel Assistant (Employment) III		19.58
01270 - Production Control Clerk		19.12
01290 - Rental Clerk		12.30
01300 - Scheduler Maintenance		15.11
01311 - Secretary I		15.11
01312 - Secretary II		16.91
01313 - Secretary III		18.84
01320 - Service Order Dispatcher		20.87
01410 - Supply Technician		23.87
01420 - Survey Worker		13.03

01460 - Switchboard Operator/Receptionist	13.56
01531 - Travel Clerk I	15.03
01532 - Travel Clerk II	15.98
01533 - Travel Clerk III	16.96
01611 - Word Processor I	13.81
01612 - Word Processor II	15.51
01613 - Word Processor III	17.35
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer Fiberglass	20.41
05010 - Automotive Electrician	20.69
05040 - Automotive Glass Installer	19.65
05070 - Automotive Worker	19.65
05110 - Mobile Equipment Servicer	17.45
05130 - Motor Equipment Metal Mechanic	21.55
05160 - Motor Equipment Metal Worker	19.65
05190 - Motor Vehicle Mechanic	21.55
05220 - Motor Vehicle Mechanic Helper	16.32
05250 - Motor Vehicle Upholstery Worker	18.55
05280 - Motor Vehicle Wrecker	19.65
05310 - Painter Automotive	20.69
05340 - Radiator Repair Specialist	19.65
05370 - Tire Repairer	13.49
05400 - Transmission Repair Specialist	21.55
07000 - Food Preparation And Service Occupations	
07010 - Baker	13.17
07041 - Cook I	13.36
07042 - Cook II	15.04
07070 - Dishwasher	10.93
07130 - Food Service Worker	11.08
07210 - Meat Cutter	16.64
07260 - Waiter/Waitress	9.80
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	19.16
09040 - Furniture Handler	13.09
09080 - Furniture Refinisher	19.16
09090 - Furniture Refinisher Helper	15.11
09110 - Furniture Repairer Minor	17.17



09130 - Upholsterer	19.16
11000 - General Services And Support Occupations	
11030 - Cleaner Vehicles	12.71
11060 - Elevator Operator	11.95
11090 - Gardener	18.13
11122 - Housekeeping Aide	11.95
11150 - Janitor	11.95
11210 - Laborer Grounds Maintenance	14.69
11240 - Maid or Houseman	10.98
11260 - Pruner	13.52
11270 - Tractor Operator	16.96
11330 - Trail Maintenance Worker	14.69
11360 - Window Cleaner	12.98
12000 - Health Occupations	
12010 - Ambulance Driver	16.82
12011 - Breath Alcohol Technician	19.40
12012 - Certified Occupational Therapist Assistant	29.52
12015 - Certified Physical Therapist Assistant	22.92
12020 - Dental Assistant	17.13
12025 - Dental Hygienist	33.96
12030 - EKG Technician	24.98
12035 - Electroneurodiagnostic Technologist	24.98
12040 - Emergency Medical Technician	16.82
12071 - Licensed Practical Nurse I	17.34
12072 - Licensed Practical Nurse II	19.40
12073 - Licensed Practical Nurse III	21.62
12100 - Medical Assistant	17.27
12130 - Medical Laboratory Technician	24.04
12160 - Medical Record Clerk	18.03
12190 - Medical Record Technician	20.18
12195 - Medical Transcriptionist	17.47
12210 - Nuclear Medicine Technologist	32.82
12221 - Nursing Assistant I	11.24
12222 - Nursing Assistant II	12.64
12223 - Nursing Assistant III	13.79
12224 - Nursing Assistant IV	15.48
12235 - Optical Dispenser	17.57

12236 - Optical Technician	15.52
12250 - Pharmacy Technician	15.83
12280 - Phlebotomist	16.78
12305 - Radiologic Technologist	25.37
12311 - Registered Nurse I	23.43
12312 - Registered Nurse II	28.67
12313 - Registered Nurse II Specialist	28.67
12314 - Registered Nurse III	34.68
12315 - Registered Nurse III Anesthetist	34.68
12316 - Registered Nurse IV	41.57
12317 - Scheduler (Drug and Alcohol Testing)	24.03
12320 - Substance Abuse Treatment Counselor	20.56
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	21.79
13012 - Exhibits Specialist II	26.98
13013 - Exhibits Specialist III	33.01
13041 - Illustrator I	20.94
13042 - Illustrator II	25.93
13043 - Illustrator III	31.73
13047 - Librarian	29.89
13050 - Library Aide/Clerk	11.64
13054 - Library Information Technology Systems Administrator	26.98
13058 - Library Technician	16.37
13061 - Media Specialist I	19.47
13062 - Media Specialist II	21.79
13063 - Media Specialist III	24.28
13071 - Photographer I	14.23
13072 - Photographer II	15.92
13073 - Photographer III	19.72
13074 - Photographer IV	24.12
13075 - Photographer V	29.18
13090 - Technical Order Library Clerk	15.74
13110 - Video Teleconference Technician	19.91
14000 - Information Technology Occupations	
14041 - Computer Operator I	16.12
14042 - Computer Operator II	18.04

14043 - Computer Operator III	20.69
14044 - Computer Operator IV	22.34
14045 - Computer Operator V	24.75
14071 - Computer Programmer I (see 1)	24.18
14072 - Computer Programmer II (see 1)	
14073 - Computer Programmer III (see 1)	
14074 - Computer Programmer IV (see 1)	
14101 - Computer Systems Analyst I (see 1)	
14102 - Computer Systems Analyst II (see 1)	
14103 - Computer Systems Analyst III (see 1)	
14150 - Peripheral Equipment Operator	16.12
14160 - Personal Computer Support Technician	22.34
14170 - System Support Specialist	28.10
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	30.60
15020 - Aircrew Training Devices Instructor (Rated)	34.46
15030 - Air Crew Training Devices Instructor (Pilot)	40.44
15050 - Computer Based Training Specialist / Instructor	30.60
15060 - Educational Technologist	32.12
15070 - Flight Instructor (Pilot)	40.44
15080 - Graphic Artist	23.25
15085 - Maintenance Test Pilot Fixed Jet/Prop	37.88
15086 - Maintenance Test Pilot Rotary Wing	37.88
15088 - Non-Maintenance Test/Co-Pilot	37.88
15090 - Technical Instructor	22.19
15095 - Technical Instructor/Course Developer	27.15
15110 - Test Proctor	17.92
15120 - Tutor	17.92
16000 - Laundry Dry-Cleaning Pressing And Related Occupations	
16010 - Assembler	10.64
16030 - Counter Attendant	10.64
16040 - Dry Cleaner	12.16
16070 - Finisher Flatwork Machine	10.64
16090 - Presser Hand	10.64
16110 - Presser Machine Drycleaning	10.64
16130 - Presser Machine Shirts	10.64
16160 - Presser Machine Wearing Apparel Laundry	10.64

16190 - Sewing Machine Operator	12.85
16220 - Tailor	13.61
16250 - Washer Machine	11.15
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	20.59
19040 - Tool And Die Maker	23.80
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	15.98
21030 - Material Coordinator	19.12
21040 - Material Expediter	19.12
21050 - Material Handling Laborer	14.58
21071 - Order Filler	12.85
21080 - Production Line Worker (Food Processing)	15.98
21110 - Shipping Packer	15.40
21130 - Shipping/Receiving Clerk	15.40
21140 - Store Worker I	12.98
21150 - Stock Clerk	16.52
21210 - Tools And Parts Attendant	15.98
21410 - Warehouse Specialist	15.98
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	26.33
23019 - Aircraft Logs and Records Technician	23.11
23021 - Aircraft Mechanic I	25.21
23022 - Aircraft Mechanic II	26.33
23023 - Aircraft Mechanic III	27.45
23040 - Aircraft Mechanic Helper	20.66
23050 - Aircraft Painter	24.50
23060 - Aircraft Servicer	23.11
23070 - Aircraft Survival Flight Equipment Technician	24.50
23080 - Aircraft Worker	23.40
23091 - Aircrew Life Support Equipment (ALSE) Mechanic I	23.40
23092 - Aircrew Life Support Equipment (ALSE) Mechanic II	25.21
23110 - Appliance Mechanic	20.00
23120 - Bicycle Repairer	19.75
23125 - Cable Splicer	35.11

23130 - Carpenter Maintenance	19.66
23140 - Carpet Layer	22.13
23160 - Electrician Maintenance	25.15
23181 - Electronics Technician Maintenance I	22.15
23182 - Electronics Technician Maintenance II	23.35
23183 - Electronics Technician Maintenance III	24.29
23260 - Fabric Worker	21.02
23290 - Fire Alarm System Mechanic	21.57
23310 - Fire Extinguisher Repairer	19.78
23311 - Fuel Distribution System Mechanic	26.39
23312 - Fuel Distribution System Operator	22.22
23370 - General Maintenance Worker	19.50
23380 - Ground Support Equipment Mechanic	25.21
23381 - Ground Support Equipment Servicer	23.11
23382 - Ground Support Equipment Worker	23.40
23391 - Gunsmith I	19.78
23392 - Gunsmith II	22.27
23393 - Gunsmith III	24.42
23410 - Heating Ventilation And Air-Conditioning Mechanic	24.06
23411 - Heating Ventilation And Air Contidioning Mechanic (Research Facility)	25.13
23430 - Heavy Equipment Mechanic	25.75
23440 - Heavy Equipment Operator	23.99
23460 - Instrument Mechanic	26.26
23465 - Laboratory/Shelter Mechanic	23.45
23470 - Laborer	14.58
23510 - Locksmith	23.45
23530 - Machinery Maintenance Mechanic	23.68
23550 - Machinist Maintenance	19.73
23580 - Maintenance Trades Helper	14.65
23591 - Metrology Technician I	26.26
23592 - Metrology Technician II	27.42
23593 - Metrology Technician III	28.29
23640 - Millwright	29.79
23710 - Office Appliance Repairer	20.16
23760 - Painter Maintenance	17.32

23790 - Pipefitter Maintenance	31.25
23810 - Plumber Maintenance	30.01
23820 - Pneudraulic Systems Mechanic	24.42
23850 - Rigger	24.42
23870 - Scale Mechanic	22.27
23890 - Sheet-Metal Worker Maintenance	27.87
23910 - Small Engine Mechanic	17.04
23931 - Telecommunications Mechanic I	29.09
23932 - Telecommunications Mechanic II	30.38
23950 - Telephone Lineman	23.80
23960 - Welder Combination Maintenance	20.16
23965 - Well Driller	19.58
23970 - Woodcraft Worker	24.42
23980 - Woodworker	19.78
24000 - Personal Needs Occupations	
24550 - Case Manager	14.31
24570 - Child Care Attendant	11.16
24580 - Child Care Center Clerk	13.92
24610 - Chore Aide	12.19
24620 - Family Readiness And Support Services Coordinator	14.31
24630 - Homemaker	15.60
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	23.96
25040 - Sewage Plant Operator	22.78
25070 - Stationary Engineer	23.96
25190 - Ventilation Equipment Tender	18.15
25210 - Water Treatment Plant Operator	22.78
27000 - Protective Service Occupations	
27004 - Alarm Monitor	19.77
27007 - Baggage Inspector	15.50
27008 - Corrections Officer	22.21
27010 - Court Security Officer	24.81
27030 - Detection Dog Handler	17.34
27040 - Detention Officer	22.21
27070 - Firefighter	26.94
27101 - Guard I	15.50

27102 - Guard II	17.34
27131 - Police Officer I	28.92
27132 - Police Officer II	32.14
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	12.31
28042 - Carnival Equipment Repairer	13.17
28043 - Carnival Worker	9.82
28210 - Gate Attendant/Gate Tender	14.32
28310 - Lifeguard	11.34
28350 - Park Attendant (Aide)	16.03
28510 - Recreation Aide/Health Facility Attendant	11.70
28515 - Recreation Specialist	19.67
28630 - Sports Official	12.76
28690 - Swimming Pool Operator	17.03
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	25.45
29020 - Hatch Tender	25.45
29030 - Line Handler	25.45
29041 - Stevedore I	24.12
29042 - Stevedore II	26.93
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	18.46
30022 - Archeological Technician II	20.64
30023 - Archeological Technician III	25.57
30030 - Cartographic Technician	25.57
30040 - Civil Engineering Technician	20.74
30051 - Cryogenic Technician I	27.98
30052 - Cryogenic Technician II	29.25
30061 - Drafter/CAD Operator I	18.46
30062 - Drafter/CAD Operator II	20.64
30063 - Drafter/CAD Operator III	23.02
30064 - Drafter/CAD Operator IV	27.98
30081 - Engineering Technician I	16.00
30082 - Engineering Technician II	17.95

30083 - Engineering Technician III	20.08
30084 - Engineering Technician IV	24.89
30085 - Engineering Technician V	30.45
30086 - Engineering Technician VI	36.83
30090 - Environmental Technician	25.41
30095 - Evidence Control Specialist	23.90
30210 - Laboratory Technician	28.62
30221 - Latent Fingerprint Technician I	23.41
30222 - Latent Fingerprint Technician II	25.85
30240 - Mathematical Technician	25.41
30361 - Paralegal/Legal Assistant I	19.64
30362 - Paralegal/Legal Assistant II	24.32
30363 - Paralegal/Legal Assistant III	29.75
30364 - Paralegal/Legal Assistant IV	35.99
30375 - Petroleum Supply Specialist	29.25
30390 - Photo-Optics Technician	25.37
30395 - Radiation Control Technician	29.25
30461 - Technical Writer I	24.07
30462 - Technical Writer II	29.45
30463 - Technical Writer III	35.63
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	27.98
30502 - Weather Forecaster II	32.20
30620 - Weather Observer Combined Upper Air Or	(see 2) 23.02
Surface Programs	
30621 - Weather Observer Senior	(see 2) 25.27
31000 - Transportation/Mobile Equipment Operation Occupations	
31010 - Airplane Pilot	29.82
31020 - Bus Aide	16.79
31030 - Bus Driver	22.02
31043 - Driver Courier	14.57
31260 - Parking and Lot Attendant	11.51
31290 - Shuttle Bus Driver	15.58



31310 - Taxi Driver	11.31
31361 - Truckdriver Light	15.58
31362 - Truckdriver Medium	21.01
31363 - Truckdriver Heavy	21.01
31364 - Truckdriver Tractor-Trailer	21.01
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	14.54
99030 - Cashier	10.85
99050 - Desk Clerk	11.04
99095 - Embalmer	34.13
99130 - Flight Follower	24.65
99251 - Laboratory Animal Caretaker I	12.03
99252 - Laboratory Animal Caretaker II	12.86
99260 - Marketing Analyst	27.32
99310 - Mortician	34.13
99410 - Pest Controller	19.95
99510 - Photofinishing Worker	14.73
99710 - Recycling Laborer	15.79
99711 - Recycling Specialist	18.23
99730 - Refuse Collector	14.54
99810 - Sales Clerk	12.39
99820 - School Crossing Guard	14.14
99830 - Survey Party Chief	32.59
99831 - Surveying Aide	17.64
99832 - Surveying Technician	22.38
99840 - Vending Machine Attendant	14.88
99841 - Vending Machine Repairer	17.79
99842 - Vending Machine Repairer Helper	14.88

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

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

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

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

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

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 8 years 4 weeks after 15 years and 5 weeks after 20 years.

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

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

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

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

within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

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

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

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

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

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

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

\*\* HAZARDOUS PAY DIFFERENTIAL \*\*

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

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

\*\* UNIFORM ALLOWANCE \*\*

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

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

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

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

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

Conformance Process:

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

The process for preparing a conformance request is as follows:

- 1) When preparing the bid the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).

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

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

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

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

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



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

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

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

## D.2 WAGE RATES LINCOLN

"REGISTER OF WAGE DETERMINATIONS UNDER		U.S. DEPARTMENT OF LABOR
THE SERVICE CONTRACT ACT		EMPLOYMENT STANDARDS ADMINISTRATION
By direction of the Secretary of Labor		WAGE AND HOUR DIVISION
		WASHINGTON D.C. 20210
		Wage Determination No.: 2015-5351
Daniel W. Simms	Division of	Revision No.: 11
Director	Wage Determinations	Date Of Last Revision: 07/16/2019

Note: Under Executive Order (EO) 13658 an hourly minimum wage of \$10.60 for calendar year 2019 applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1 2015. If this contract is covered by the EO the contractor must pay all workers in any classification listed on this wage determination at least \$10.60 per hour (or the applicable wage rate listed on this wage determination if it is higher) for all hours spent performing on the contract in calendar year 2019. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

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State: Nebraska

Area: Nebraska County of Lancaster

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

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		13.65
01012 - Accounting Clerk II		15.33
01013 - Accounting Clerk III		18.73
01020 - Administrative Assistant		21.06
01035 - Court Reporter		19.61
01041 - Customer Service Representative I		12.75
01042 - Customer Service Representative II		14.33
01043 - Customer Service Representative III		15.63
01051 - Data Entry Operator I		13.61
01052 - Data Entry Operator II		14.86
01060 - Dispatcher Motor Vehicle		18.45
01070 - Document Preparation Clerk		16.12
01090 - Duplicating Machine Operator		16.12
01111 - General Clerk I		12.53
01112 - General Clerk II		13.67
01113 - General Clerk III		17.51
01120 - Housing Referral Assistant		18.97
01141 - Messenger Courier		11.68
01191 - Order Clerk I		14.28
01192 - Order Clerk II		15.58
01261 - Personnel Assistant (Employment) I		14.81
01262 - Personnel Assistant (Employment) II		17.58
01263 - Personnel Assistant (Employment) III		19.55
01270 - Production Control Clerk		23.53

01290 - Rental Clerk	12.30
01300 - Scheduler Maintenance	15.21
01311 - Secretary I	15.21
01312 - Secretary II	17.02
01313 - Secretary III	18.97
01320 - Service Order Dispatcher	16.49
01410 - Supply Technician	21.06
01420 - Survey Worker	12.93
01460 - Switchboard Operator/Receptionist	12.93
01531 - Travel Clerk I	15.03
01532 - Travel Clerk II	15.98
01533 - Travel Clerk III	16.96
01611 - Word Processor I	13.55
01612 - Word Processor II	15.21
01613 - Word Processor III	17.02
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer Fiberglass	22.77
05010 - Automotive Electrician	20.02
05040 - Automotive Glass Installer	19.02
05070 - Automotive Worker	19.02
05110 - Mobile Equipment Servicer	16.99
05130 - Motor Equipment Metal Mechanic	20.85
05160 - Motor Equipment Metal Worker	19.02
05190 - Motor Vehicle Mechanic	20.85
05220 - Motor Vehicle Mechanic Helper	16.21
05250 - Motor Vehicle Upholstery Worker	18.08
05280 - Motor Vehicle Wrecker	19.02
05310 - Painter Automotive	20.02
05340 - Radiator Repair Specialist	19.02
05370 - Tire Repairer	13.49
05400 - Transmission Repair Specialist	20.85
07000 - Food Preparation And Service Occupations	
07010 - Baker	12.69
07041 - Cook I	13.74
07042 - Cook II	15.47
07070 - Dishwasher	10.82
07130 - Food Service Worker	11.03

07210 - Meat Cutter	15.12
07260 - Waiter/Waitress	10.00
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	20.90
09040 - Furniture Handler	13.76
09080 - Furniture Refinisher	20.14
09090 - Furniture Refinisher Helper	15.88
09110 - Furniture Repairer Minor	18.05
09130 - Upholsterer	20.14
11000 - General Services And Support Occupations	
11030 - Cleaner Vehicles	12.03
11060 - Elevator Operator	12.03
11090 - Gardener	17.39
11122 - Housekeeping Aide	12.34
11150 - Janitor	12.34
11210 - Laborer Grounds Maintenance	14.10
11240 - Maid or Houseman	10.73
11260 - Pruner	13.44
11270 - Tractor Operator	16.26
11330 - Trail Maintenance Worker	14.10
11360 - Window Cleaner	13.40
12000 - Health Occupations	
12010 - Ambulance Driver	18.08
12011 - Breath Alcohol Technician	18.08
12012 - Certified Occupational Therapist Assistant	24.81
12015 - Certified Physical Therapist Assistant	24.47
12020 - Dental Assistant	17.46
12025 - Dental Hygienist	33.94
12030 - EKG Technician	27.40
12035 - Electroneurodiagnostic Technologist	27.40
12040 - Emergency Medical Technician	18.08
12071 - Licensed Practical Nurse I	16.16
12072 - Licensed Practical Nurse II	18.08
12073 - Licensed Practical Nurse III	20.15
12100 - Medical Assistant	16.12
12130 - Medical Laboratory Technician	19.89
12160 - Medical Record Clerk	16.45

12190 - Medical Record Technician	18.41
12195 - Medical Transcriptionist	17.35
12210 - Nuclear Medicine Technologist	39.72
12221 - Nursing Assistant I	11.17
12222 - Nursing Assistant II	12.56
12223 - Nursing Assistant III	13.70
12224 - Nursing Assistant IV	15.38
12235 - Optical Dispenser	15.72
12236 - Optical Technician	16.16
12250 - Pharmacy Technician	15.02
12280 - Phlebotomist	14.44
12305 - Radiologic Technologist	26.41
12311 - Registered Nurse I	22.72
12312 - Registered Nurse II	27.80
12313 - Registered Nurse II Specialist	27.80
12314 - Registered Nurse III	33.63
12315 - Registered Nurse III Anesthetist	33.63
12316 - Registered Nurse IV	40.31
12317 - Scheduler (Drug and Alcohol Testing)	22.40
12320 - Substance Abuse Treatment Counselor	21.90
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	20.29
13012 - Exhibits Specialist II	25.12
13013 - Exhibits Specialist III	30.74
13041 - Illustrator I	20.29
13042 - Illustrator II	25.12
13043 - Illustrator III	30.74
13047 - Librarian	27.83
13050 - Library Aide/Clerk	13.31
13054 - Library Information Technology Systems Administrator	25.12
13058 - Library Technician	19.11
13061 - Media Specialist I	18.13
13062 - Media Specialist II	20.29
13063 - Media Specialist III	22.61
13071 - Photographer I	15.29
13072 - Photographer II	15.54

13073 - Photographer III	19.17
13074 - Photographer IV	22.54
13075 - Photographer V	27.27
13090 - Technical Order Library Clerk	17.74
13110 - Video Teleconference Technician	18.12
14000 - Information Technology Occupations	
14041 - Computer Operator I	17.04
14042 - Computer Operator II	19.06
14043 - Computer Operator III	21.33
14044 - Computer Operator IV	23.71
14045 - Computer Operator V	26.26
14071 - Computer Programmer I	(see 1) 24.18
14072 - Computer Programmer II	(see 1)
14073 - Computer Programmer III	(see 1)
14074 - Computer Programmer IV	(see 1)
14101 - Computer Systems Analyst I	(see 1)
14102 - Computer Systems Analyst II	(see 1)
14103 - Computer Systems Analyst III	(see 1)
14150 - Peripheral Equipment Operator	17.04
14160 - Personal Computer Support Technician	23.71
14170 - System Support Specialist	29.07
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	30.60
15020 - Aircrew Training Devices Instructor (Rated)	34.95
15030 - Air Crew Training Devices Instructor (Pilot)	41.89
15050 - Computer Based Training Specialist / Instructor	30.60
15060 - Educational Technologist	27.15
15070 - Flight Instructor (Pilot)	41.89
15080 - Graphic Artist	21.89
15085 - Maintenance Test Pilot Fixed Jet/Prop	41.89
15086 - Maintenance Test Pilot Rotary Wing	41.89
15088 - Non-Maintenance Test/Co-Pilot	41.89
15090 - Technical Instructor	21.17
15095 - Technical Instructor/Course Developer	25.57
15110 - Test Proctor	17.08
15120 - Tutor	17.08
16000 - Laundry Dry-Cleaning Pressing And Related Occupations	

16010 - Assembler	10.64
16030 - Counter Attendant	10.64
16040 - Dry Cleaner	12.16
16070 - Finisher Flatwork Machine	10.64
16090 - Presser Hand	10.64
16110 - Presser Machine Drycleaning	10.64
16130 - Presser Machine Shirts	10.64
16160 - Presser Machine Wearing Apparel Laundry	10.64
16190 - Sewing Machine Operator	12.85
16220 - Tailor	13.61
16250 - Washer Machine	11.15
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	28.55
19040 - Tool And Die Maker	33.01
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	18.24
21030 - Material Coordinator	23.53
21040 - Material Expediter	23.53
21050 - Material Handling Laborer	14.46
21071 - Order Filler	12.41
21080 - Production Line Worker (Food Processing)	18.24
21110 - Shipping Packer	16.77
21130 - Shipping/Receiving Clerk	16.77
21140 - Store Worker I	12.98
21150 - Stock Clerk	16.52
21210 - Tools And Parts Attendant	18.24
21410 - Warehouse Specialist	18.24
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	26.14
23019 - Aircraft Logs and Records Technician	23.11
23021 - Aircraft Mechanic I	24.89
23022 - Aircraft Mechanic II	26.14
23023 - Aircraft Mechanic III	27.45
23040 - Aircraft Mechanic Helper	20.66
23050 - Aircraft Painter	24.50
23060 - Aircraft Servicer	23.11
23070 - Aircraft Survival Flight Equipment Technician	24.50

23080 - Aircraft Worker	23.40
23091 - Aircrew Life Support Equipment (ALSE) Mechanic	23.40
I	
23092 - Aircrew Life Support Equipment (ALSE) Mechanic	24.89
II	
23110 - Appliance Mechanic	21.28
23120 - Bicycle Repairer	18.50
23125 - Cable Splicer	34.79
23130 - Carpenter Maintenance	18.75
23140 - Carpet Layer	20.84
23160 - Electrician Maintenance	24.89
23181 - Electronics Technician Maintenance I	25.69
23182 - Electronics Technician Maintenance II	27.81
23183 - Electronics Technician Maintenance III	28.94
23260 - Fabric Worker	19.67
23290 - Fire Alarm System Mechanic	22.16
23310 - Fire Extinguisher Repairer	18.50
23311 - Fuel Distribution System Mechanic	26.39
23312 - Fuel Distribution System Operator	22.22
23370 - General Maintenance Worker	18.36
23380 - Ground Support Equipment Mechanic	24.89
23381 - Ground Support Equipment Servicer	23.11
23382 - Ground Support Equipment Worker	23.40
23391 - Gunsmith I	18.50
23392 - Gunsmith II	20.84
23393 - Gunsmith III	22.85
23410 - Heating Ventilation And Air-Conditioning Mechanic	26.78
23411 - Heating Ventilation And Air Contidioning Mechanic (Research Facility)	27.97
23430 - Heavy Equipment Mechanic	23.41
23440 - Heavy Equipment Operator	19.60
23460 - Instrument Mechanic	23.27
23465 - Laboratory/Shelter Mechanic	21.94
23470 - Laborer	14.46
23510 - Locksmith	20.72
23530 - Machinery Maintenance Mechanic	25.77



23550 - Machinist Maintenance	22.20
23580 - Maintenance Trades Helper	16.71
23591 - Metrology Technician I	23.27
23592 - Metrology Technician II	24.31
23593 - Metrology Technician III	25.08
23640 - Millwright	22.85
23710 - Office Appliance Repairer	22.53
23760 - Painter Maintenance	18.25
23790 - Pipefitter Maintenance	27.25
23810 - Plumber Maintenance	26.17
23820 - Pneudraulic Systems Mechanic	22.85
23850 - Rigger	22.85
23870 - Scale Mechanic	20.84
23890 - Sheet-Metal Worker Maintenance	22.73
23910 - Small Engine Mechanic	20.84
23931 - Telecommunications Mechanic I	23.54
23932 - Telecommunications Mechanic II	26.07
23950 - Telephone Lineman	21.38
23960 - Welder Combination Maintenance	21.75
23965 - Well Driller	22.85
23970 - Woodcraft Worker	22.85
23980 - Woodworker	18.50
24000 - Personal Needs Occupations	
24550 - Case Manager	14.31
24570 - Child Care Attendant	10.57
24580 - Child Care Center Clerk	13.42
24610 - Chore Aide	12.20
24620 - Family Readiness And Support Services Coordinator	14.31
24630 - Homemaker	15.60
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	25.16
25040 - Sewage Plant Operator	26.49
25070 - Stationary Engineer	25.16
25190 - Ventilation Equipment Tender	19.06
25210 - Water Treatment Plant Operator	26.49
27000 - Protective Service Occupations	

27004 - Alarm Monitor	19.31
27007 - Baggage Inspector	13.40
27008 - Corrections Officer	17.79
27010 - Court Security Officer	22.20
27030 - Detection Dog Handler	16.42
27040 - Detention Officer	17.79
27070 - Firefighter	22.36
27101 - Guard I	13.40
27102 - Guard II	16.42
27131 - Police Officer I	29.01
27132 - Police Officer II	32.23
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	12.07
28042 - Carnival Equipment Repairer	12.91
28043 - Carnival Worker	9.63
28210 - Gate Attendant/Gate Tender	14.94
28310 - Lifeguard	12.47
28350 - Park Attendant (Aide)	16.71
28510 - Recreation Aide/Health Facility Attendant	12.20
28515 - Recreation Specialist	19.67
28630 - Sports Official	13.31
28690 - Swimming Pool Operator	17.03
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	22.23
29020 - Hatch Tender	22.23
29030 - Line Handler	22.23
29041 - Stevedore I	20.99
29042 - Stevedore II	23.41
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	18.46
30022 - Archeological Technician II	20.64
30023 - Archeological Technician III	25.57
30030 - Cartographic Technician	25.57
30040 - Civil Engineering Technician	24.52

30051 - Cryogenic Technician I	24.51
30052 - Cryogenic Technician II	27.07
30061 - Drafter/CAD Operator I	18.46
30062 - Drafter/CAD Operator II	20.64
30063 - Drafter/CAD Operator III	23.02
30064 - Drafter/CAD Operator IV	27.98
30081 - Engineering Technician I	16.00
30082 - Engineering Technician II	17.95
30083 - Engineering Technician III	20.08
30084 - Engineering Technician IV	24.89
30085 - Engineering Technician V	30.45
30086 - Engineering Technician VI	36.83
30090 - Environmental Technician	22.13
30095 - Evidence Control Specialist	22.13
30210 - Laboratory Technician	22.74
30221 - Latent Fingerprint Technician I	24.51
30222 - Latent Fingerprint Technician II	27.07
30240 - Mathematical Technician	25.41
30361 - Paralegal/Legal Assistant I	17.58
30362 - Paralegal/Legal Assistant II	21.80
30363 - Paralegal/Legal Assistant III	26.65
30364 - Paralegal/Legal Assistant IV	32.25
30375 - Petroleum Supply Specialist	27.07
30390 - Photo-Optics Technician	25.37
30395 - Radiation Control Technician	27.07
30461 - Technical Writer I	22.77
30462 - Technical Writer II	27.86
30463 - Technical Writer III	33.71
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	27.98
30502 - Weather Forecaster II	34.04
30620 - Weather Observer Combined Upper Air Or Surface Programs	(see 2) 23.02

30621 - Weather Observer Senior	(see 2)	25.27
31000 - Transportation/Mobile Equipment Operation Occupations		
31010 - Airplane Pilot		29.82
31020 - Bus Aide		14.11
31030 - Bus Driver		16.89
31043 - Driver Courier		14.53
31260 - Parking and Lot Attendant		9.87
31290 - Shuttle Bus Driver		15.54
31310 - Taxi Driver		12.03
31361 - Truckdriver Light		15.54
31362 - Truckdriver Medium		21.01
31363 - Truckdriver Heavy		19.94
31364 - Truckdriver Tractor-Trailer		19.94
99000 - Miscellaneous Occupations		
99020 - Cabin Safety Specialist		14.54
99030 - Cashier		10.47
99050 - Desk Clerk		11.57
99095 - Embalmer		37.54
99130 - Flight Follower		24.65
99251 - Laboratory Animal Caretaker I		14.23
99252 - Laboratory Animal Caretaker II		15.22
99260 - Marketing Analyst		23.82
99310 - Mortician		37.54
99410 - Pest Controller		20.25
99510 - Photofinishing Worker		12.95
99710 - Recycling Laborer		15.15
99711 - Recycling Specialist		17.50
99730 - Refuse Collector		13.96
99810 - Sales Clerk		12.39
99820 - School Crossing Guard		14.14
99830 - Survey Party Chief		31.23
99831 - Surveying Aide		16.91
99832 - Surveying Technician		21.45
99840 - Vending Machine Attendant		15.96
99841 - Vending Machine Repairer		17.79
99842 - Vending Machine Repairer Helper		15.96

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

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

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

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

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

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 8 years 4 weeks after 15 years and 5 weeks after 20 years.

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

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

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

1) COMPUTER EMPLOYEES: Under the SCA at section 8(b) this wage determination does not apply to any employee who individually qualifies as a bona fide executive administrative or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate

not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals (29 C.F.R. 541.400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformances may be necessary for certain nonexempt employees. For example if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

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

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

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

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

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

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am.

If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

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

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

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

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



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

\*\* UNIFORM ALLOWANCE \*\*

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

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

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

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

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

Conformance Process:

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

The process for preparing a conformance request is as follows:

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

contractor.

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

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

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

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

### D.3 WAGE RATES GRAND ISLAND

"REGISTER OF WAGE DETERMINATIONS UNDER		U.S. DEPARTMENT OF LABOR
THE SERVICE CONTRACT ACT		EMPLOYMENT STANDARDS ADMINISTRATION
By direction of the Secretary of Labor		WAGE AND HOUR DIVISION
		WASHINGTON D.C. 20210
		Wage Determination No.: 2015-5771
Daniel W. Simms		Revision No.: 9
Director		Date Of Last Revision: 07/16/2019

Note: Under Executive Order (EO) 13658 an hourly minimum wage of \$10.60 for calendar year 2019 applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or

after January 1 2015. If this contract is covered by the EO the contractor must pay all workers in any classification listed on this wage determination at least \$10.60 per hour (or the applicable wage rate listed on this wage determination if it is higher) for all hours spent performing on the contract in calendar year 2019. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

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State: Nebraska

Area: Nebraska Counties of Hall Hamilton Howard Merrick

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

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		14.36
01012 - Accounting Clerk II		16.12
01013 - Accounting Clerk III		18.04
01020 - Administrative Assistant		20.00
01035 - Court Reporter		16.97
01041 - Customer Service Representative I		13.06
01042 - Customer Service Representative II		14.68
01043 - Customer Service Representative III		16.02
01051 - Data Entry Operator I		12.38
01052 - Data Entry Operator II		13.51
01060 - Dispatcher Motor Vehicle		21.39
01070 - Document Preparation Clerk		13.51
01090 - Duplicating Machine Operator		13.51
01111 - General Clerk I		12.45
01112 - General Clerk II		13.58
01113 - General Clerk III		15.25

01120 - Housing Referral Assistant	18.92
01141 - Messenger Courier	11.86
01191 - Order Clerk I	12.59
01192 - Order Clerk II	13.95
01261 - Personnel Assistant (Employment) I	15.02
01262 - Personnel Assistant (Employment) II	16.84
01263 - Personnel Assistant (Employment) III	18.74
01270 - Production Control Clerk	20.82
01290 - Rental Clerk	13.20
01300 - Scheduler Maintenance	15.17
01311 - Secretary I	15.17
01312 - Secretary II	16.97
01313 - Secretary III	18.92
01320 - Service Order Dispatcher	19.12
01410 - Supply Technician	20.00
01420 - Survey Worker	17.13
01460 - Switchboard Operator/Receptionist	14.21
01531 - Travel Clerk I	12.42
01532 - Travel Clerk II	13.21
01533 - Travel Clerk III	14.02
01611 - Word Processor I	13.51
01612 - Word Processor II	15.17
01613 - Word Processor III	16.97
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer Fiberglass	21.90
05010 - Automotive Electrician	17.21
05040 - Automotive Glass Installer	16.53
05070 - Automotive Worker	16.53
05110 - Mobile Equipment Servicer	15.40
05130 - Motor Equipment Metal Mechanic	17.92
05160 - Motor Equipment Metal Worker	16.53
05190 - Motor Vehicle Mechanic	17.92
05220 - Motor Vehicle Mechanic Helper	15.64
05250 - Motor Vehicle Upholstery Worker	15.94
05280 - Motor Vehicle Wrecker	16.53
05310 - Painter Automotive	17.21
05340 - Radiator Repair Specialist	16.53

05370 - Tire Repairer	13.08
05400 - Transmission Repair Specialist	17.92
07000 - Food Preparation And Service Occupations	
07010 - Baker	14.64
07041 - Cook I	12.16
07042 - Cook II	13.69
07070 - Dishwasher	10.79
07130 - Food Service Worker	10.97
07210 - Meat Cutter	14.07
07260 - Waiter/Waitress	9.81
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	19.33
09040 - Furniture Handler	13.81
09080 - Furniture Refinisher	19.33
09090 - Furniture Refinisher Helper	15.86
09110 - Furniture Repairer Minor	17.92
09130 - Upholsterer	19.16
11000 - General Services And Support Occupations	
11030 - Cleaner Vehicles	12.61
11060 - Elevator Operator	12.19
11090 - Gardener	17.58
11122 - Housekeeping Aide	12.19
11150 - Janitor	12.19
11210 - Laborer Grounds Maintenance	14.23
11240 - Maid or Houseman	10.52
11260 - Pruner	13.11
11270 - Tractor Operator	16.43
11330 - Trail Maintenance Worker	14.23
11360 - Window Cleaner	13.24
12000 - Health Occupations	
12010 - Ambulance Driver	17.38
12011 - Breath Alcohol Technician	18.71
12012 - Certified Occupational Therapist Assistant	25.51
12015 - Certified Physical Therapist Assistant	23.99
12020 - Dental Assistant	17.35
12025 - Dental Hygienist	31.55
12030 - EKG Technician	28.35

12035 - Electroneurodiagnostic Technologist	28.35
12040 - Emergency Medical Technician	17.38
12071 - Licensed Practical Nurse I	16.72
12072 - Licensed Practical Nurse II	18.71
12073 - Licensed Practical Nurse III	20.85
12100 - Medical Assistant	13.95
12130 - Medical Laboratory Technician	20.03
12160 - Medical Record Clerk	14.49
12190 - Medical Record Technician	16.21
12195 - Medical Transcriptionist	16.72
12210 - Nuclear Medicine Technologist	38.95
12221 - Nursing Assistant I	10.90
12222 - Nursing Assistant II	12.27
12223 - Nursing Assistant III	13.38
12224 - Nursing Assistant IV	15.02
12235 - Optical Dispenser	15.04
12236 - Optical Technician	16.72
12250 - Pharmacy Technician	17.63
12280 - Phlebotomist	16.52
12305 - Radiologic Technologist	28.35
12311 - Registered Nurse I	23.84
12312 - Registered Nurse II	29.16
12313 - Registered Nurse II Specialist	29.16
12314 - Registered Nurse III	35.28
12315 - Registered Nurse III Anesthetist	35.28
12316 - Registered Nurse IV	42.30
12317 - Scheduler (Drug and Alcohol Testing)	23.17
12320 - Substance Abuse Treatment Counselor	22.26
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	17.44
13012 - Exhibits Specialist II	21.61
13013 - Exhibits Specialist III	26.43
13041 - Illustrator I	17.24
13042 - Illustrator II	21.37
13043 - Illustrator III	26.13
13047 - Librarian	23.92
13050 - Library Aide/Clerk	11.71



13054 - Library Information Technology Systems Administrator		21.61
13058 - Library Technician		16.15
13061 - Media Specialist I		15.59
13062 - Media Specialist II		17.44
13063 - Media Specialist III		19.45
13071 - Photographer I		14.54
13072 - Photographer II		16.27
13073 - Photographer III		20.15
13074 - Photographer IV		24.65
13075 - Photographer V		29.82
13090 - Technical Order Library Clerk		16.27
13110 - Video Teleconference Technician		13.78
14000 - Information Technology Occupations		
14041 - Computer Operator I		15.14
14042 - Computer Operator II		16.94
14043 - Computer Operator III		18.87
14044 - Computer Operator IV		20.97
14045 - Computer Operator V		23.23
14071 - Computer Programmer I	(see 1)	20.99
14072 - Computer Programmer II	(see 1)	26.01
14073 - Computer Programmer III	(see 1)	
14074 - Computer Programmer IV	(see 1)	
14101 - Computer Systems Analyst I	(see 1)	
14102 - Computer Systems Analyst II	(see 1)	
14103 - Computer Systems Analyst III	(see 1)	
14150 - Peripheral Equipment Operator		15.14
14160 - Personal Computer Support Technician		20.97
14170 - System Support Specialist		24.74
15000 - Instructional Occupations		
15010 - Aircrew Training Devices Instructor (Non-Rated)		29.90
15020 - Aircrew Training Devices Instructor (Rated)		36.17
15030 - Air Crew Training Devices Instructor (Pilot)		43.35
15050 - Computer Based Training Specialist / Instructor		29.90
15060 - Educational Technologist		28.30
15070 - Flight Instructor (Pilot)		43.35
15080 - Graphic Artist		21.38

15085 - Maintenance Test Pilot Fixed Jet/Prop	43.35
15086 - Maintenance Test Pilot Rotary Wing	43.35
15088 - Non-Maintenance Test/Co-Pilot	43.35
15090 - Technical Instructor	19.19
15095 - Technical Instructor/Course Developer	23.47
15110 - Test Proctor	15.49
15120 - Tutor	15.49
16000 - Laundry Dry-Cleaning Pressing And Related Occupations	
16010 - Assembler	10.64
16030 - Counter Attendant	10.64
16040 - Dry Cleaner	12.54
16070 - Finisher Flatwork Machine	10.64
16090 - Presser Hand	10.64
16110 - Presser Machine Drycleaning	10.64
16130 - Presser Machine Shirts	10.64
16160 - Presser Machine Wearing Apparel Laundry	10.64
16190 - Sewing Machine Operator	13.26
16220 - Tailor	14.04
16250 - Washer Machine	11.46
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	20.08
19040 - Tool And Die Maker	23.22
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	16.72
21030 - Material Coordinator	20.82
21040 - Material Expediter	20.82
21050 - Material Handling Laborer	14.80
21071 - Order Filler	11.82
21080 - Production Line Worker (Food Processing)	16.72
21110 - Shipping Packer	16.59
21130 - Shipping/Receiving Clerk	16.59
21140 - Store Worker I	12.98
21150 - Stock Clerk	16.52
21210 - Tools And Parts Attendant	16.72
21410 - Warehouse Specialist	16.72
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	22.81

23019 - Aircraft Logs and Records Technician	18.80
23021 - Aircraft Mechanic I	21.84
23022 - Aircraft Mechanic II	22.81
23023 - Aircraft Mechanic III	23.53
23040 - Aircraft Mechanic Helper	16.54
23050 - Aircraft Painter	20.97
23060 - Aircraft Servicer	18.80
23070 - Aircraft Survival Flight Equipment Technician	20.97
23080 - Aircraft Worker	19.92
23091 - Aircrew Life Support Equipment (ALSE) Mechanic I	19.92
23092 - Aircrew Life Support Equipment (ALSE) Mechanic II	21.84
23110 - Appliance Mechanic	17.26
23120 - Bicycle Repairer	16.71
23125 - Cable Splicer	24.96
23130 - Carpenter Maintenance	18.18
23140 - Carpet Layer	19.92
23160 - Electrician Maintenance	19.13
23181 - Electronics Technician Maintenance I	19.97
23182 - Electronics Technician Maintenance II	22.43
23183 - Electronics Technician Maintenance III	22.53
23260 - Fabric Worker	18.80
23290 - Fire Alarm System Mechanic	21.90
23310 - Fire Extinguisher Repairer	17.69
23311 - Fuel Distribution System Mechanic	21.84
23312 - Fuel Distribution System Operator	17.69
23370 - General Maintenance Worker	17.62
23380 - Ground Support Equipment Mechanic	21.84
23381 - Ground Support Equipment Servicer	18.80
23382 - Ground Support Equipment Worker	19.92
23391 - Gunsmith I	17.69
23392 - Gunsmith II	19.92
23393 - Gunsmith III	21.84
23410 - Heating Ventilation And Air-Conditioning Mechanic	22.70
23411 - Heating Ventilation And Air Contidioning	23.71

Mechanic (Research Facility)	
23430 - Heavy Equipment Mechanic	23.24
23440 - Heavy Equipment Operator	16.97
23460 - Instrument Mechanic	21.84
23465 - Laboratory/Shelter Mechanic	20.97
23470 - Laborer	14.80
23510 - Locksmith	20.97
23530 - Machinery Maintenance Mechanic	23.27
23550 - Machinist Maintenance	20.89
23580 - Maintenance Trades Helper	16.59
23591 - Metrology Technician I	21.84
23592 - Metrology Technician II	22.81
23593 - Metrology Technician III	23.53
23640 - Millwright	21.84
23710 - Office Appliance Repairer	20.22
23760 - Painter Maintenance	17.75
23790 - Pipefitter Maintenance	21.31
23810 - Plumber Maintenance	20.48
23820 - Pneudraulic Systems Mechanic	21.84
23850 - Rigger	21.84
23870 - Scale Mechanic	19.92
23890 - Sheet-Metal Worker Maintenance	21.90
23910 - Small Engine Mechanic	19.92
23931 - Telecommunications Mechanic I	26.44
23932 - Telecommunications Mechanic II	27.61
23950 - Telephone Lineman	21.90
23960 - Welder Combination Maintenance	18.90
23965 - Well Driller	21.84
23970 - Woodcraft Worker	21.84
23980 - Woodworker	17.69
24000 - Personal Needs Occupations	
24550 - Case Manager	12.02
24570 - Child Care Attendant	10.61
24580 - Child Care Center Clerk	12.73
24610 - Chore Aide	11.59
24620 - Family Readiness And Support Services Coordinator	12.02

24630 - Homemaker	14.49
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	21.84
25040 - Sewage Plant Operator	22.70
25070 - Stationary Engineer	21.84
25190 - Ventilation Equipment Tender	16.54
25210 - Water Treatment Plant Operator	22.70
27000 - Protective Service Occupations	
27004 - Alarm Monitor	18.05
27007 - Baggage Inspector	12.82
27008 - Corrections Officer	16.38
27010 - Court Security Officer	16.75
27030 - Detection Dog Handler	14.34
27040 - Detention Officer	16.38
27070 - Firefighter	16.75
27101 - Guard I	12.82
27102 - Guard II	14.34
27131 - Police Officer I	25.35
27132 - Police Officer II	28.17
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	12.20
28042 - Carnival Equipment Repairer	13.05
28043 - Carnival Worker	9.73
28210 - Gate Attendant/Gate Tender	15.90
28310 - Lifeguard	13.28
28350 - Park Attendant (Aide)	17.78
28510 - Recreation Aide/Health Facility Attendant	12.98
28515 - Recreation Specialist	22.02
28630 - Sports Official	14.16
28690 - Swimming Pool Operator	19.09
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	19.97
29020 - Hatch Tender	19.97
29030 - Line Handler	19.97
29041 - Stevedore I	18.85
29042 - Stevedore II	21.03
30000 - Technical Occupations	

30010 - Air Traffic Control Specialist Center (HFO) (see 2)	38.78
30011 - Air Traffic Control Specialist Station (HFO) (see 2)	26.74
30012 - Air Traffic Control Specialist Terminal (HFO) (see 2)	29.45
30021 - Archeological Technician I	17.06
30022 - Archeological Technician II	19.40
30023 - Archeological Technician III	24.05
30030 - Cartographic Technician	24.05
30040 - Civil Engineering Technician	19.37
30051 - Cryogenic Technician I	21.59
30052 - Cryogenic Technician II	23.85
30061 - Drafter/CAD Operator I	17.06
30062 - Drafter/CAD Operator II	19.40
30063 - Drafter/CAD Operator III	21.64
30064 - Drafter/CAD Operator IV	26.17
30081 - Engineering Technician I	14.27
30082 - Engineering Technician II	16.16
30083 - Engineering Technician III	18.06
30084 - Engineering Technician IV	22.38
30085 - Engineering Technician V	27.37
30086 - Engineering Technician VI	32.87
30090 - Environmental Technician	21.02
30095 - Evidence Control Specialist	19.49
30210 - Laboratory Technician	17.33
30221 - Latent Fingerprint Technician I	21.59
30222 - Latent Fingerprint Technician II	23.85
30240 - Mathematical Technician	23.64
30361 - Paralegal/Legal Assistant I	18.03
30362 - Paralegal/Legal Assistant II	22.35
30363 - Paralegal/Legal Assistant III	25.03
30364 - Paralegal/Legal Assistant IV	28.85
30375 - Petroleum Supply Specialist	23.85
30390 - Photo-Optics Technician	23.64
30395 - Radiation Control Technician	23.85
30461 - Technical Writer I	20.71
30462 - Technical Writer II	25.33
30463 - Technical Writer III	30.65
30491 - Unexploded Ordnance (UXO) Technician I	24.65

30492 - Unexploded Ordnance (UXO) Technician II	29.82
30493 - Unexploded Ordnance (UXO) Technician III	35.74
30494 - Unexploded (UXO) Safety Escort	24.65
30495 - Unexploded (UXO) Sweep Personnel	24.65
30501 - Weather Forecaster I	26.17
30502 - Weather Forecaster II	31.83
30620 - Weather Observer Combined Upper Air Or (see 2)	21.64
Surface Programs	
30621 - Weather Observer Senior (see 2)	23.64
31000 - Transportation/Mobile Equipment Operation Occupations	
31010 - Airplane Pilot	29.82
31020 - Bus Aide	14.83
31030 - Bus Driver	19.62
31043 - Driver Courier	14.38
31260 - Parking and Lot Attendant	13.01
31290 - Shuttle Bus Driver	14.78
31310 - Taxi Driver	10.49
31361 - Truckdriver Light	14.78
31362 - Truckdriver Medium	15.51
31363 - Truckdriver Heavy	20.79
31364 - Truckdriver Tractor-Trailer	20.79
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	14.54
99030 - Cashier	10.51
99050 - Desk Clerk	11.08
99095 - Embalmer	27.90
99130 - Flight Follower	24.65
99251 - Laboratory Animal Caretaker I	13.79
99252 - Laboratory Animal Caretaker II	14.74
99260 - Marketing Analyst	22.65
99310 - Mortician	27.90
99410 - Pest Controller	20.15
99510 - Photofinishing Worker	12.95
99710 - Recycling Laborer	16.96
99711 - Recycling Specialist	19.59
99730 - Refuse Collector	15.63
99810 - Sales Clerk	11.44

99820 - School Crossing Guard	14.14
99830 - Survey Party Chief	26.88
99831 - Surveying Aide	14.51
99832 - Surveying Technician	17.85
99840 - Vending Machine Attendant	17.73
99841 - Vending Machine Repairer	21.35
99842 - Vending Machine Repairer Helper	17.73

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

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:



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

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

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

VACATION: 1 week paid vacation after 1 year of service with a contractor or successor; 2 weeks after 2 years; and 3 weeks after 10 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 52.204-24 REPRESENTATION REGARDING CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (AUG 2019)

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

*Covered telecommunications equipment or services, Critical technology, and Substantial or essential component* have the meanings provided in clause 52.204–25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) *Prohibition.* Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115–232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Contractors are not prohibited from providing—

(1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(2) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

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

It [ ] will, [ ] will not provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract or other contractual instrument resulting from this solicitation.

(d) *Disclosures.* If the Offeror has responded affirmatively to the representation in paragraph (c) of this provision, the Offeror shall provide the following information as part of the offer—

(1) All covered telecommunications equipment and services offered (include brand; model number, such as original equipment manufacturer (OEM) number, manufacturer part number, or wholesaler number; and item description, as applicable);

(2) Explanation of the proposed use of covered telecommunications equipment and services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b) of this provision;

(3) For services, the entity providing the covered telecommunications services (include entity name, unique entity identifier, and Commercial and Government Entity (CAGE) code, if known); and



(4) For equipment, the entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known).

(End of Provision)

## **E.2 52.212-1 INSTRUCTIONS TO OFFERORS—COMMERCIAL ITEMS (OCT 2018)**

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

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

(1) The solicitation number;

(2) The time specified in the solicitation for receipt of offers;

(3) The name, address, and telephone number of the offeror;

(4) A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary;

(5) Terms of any express warranty;

(6) Price and any discount terms;

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

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

(9) Acknowledgment of Solicitation Amendments;

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

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

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

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

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

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

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

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

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

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

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

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

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

(4) If an emergency or unanticipated event interrupts normal Government processes so that offers cannot be received at the Government office designated for receipt of offers by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt

of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

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

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

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

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

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

GSA Federal Supply Service Specifications Section

Suite 8100 470 East L'Enfant Plaza, SW

Washington, DC 20407

Telephone (202) 619-8925

Facsimile (202) 619-8978.

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

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

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

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

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

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

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

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

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

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

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

(k) [Reserved]

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

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

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

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

(4) A summary of the rationale for award;

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

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

(End of Provision)

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

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

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

#### **INSTRUCTIONS TO OFFERORS**

Instructions for submitting a Quote under this Request for Quotes (RFQ) must be followed. Failure to provide the required documentation shall result in an unacceptable rating.

Refer to FAR Clause 52.212-2 Evaluation – Commercial Items for documentation required to be submitted by the offeror to determine technical acceptability, review past performance, and evaluate pricing.

This solicitation is issued under authority of FAR 13.5, Simplified Procedures for Certain Commercial Items, and will be evaluated in accordance with FAR 13 procedures. Only one award will be made.

Offerors shall submit their quote electronically via email to [Travis.Johnson2@va.gov](mailto:Travis.Johnson2@va.gov) by **November 19, 2019, 10:00AM CST**. Late submissions, modifications and withdrawals will be handled as described in provision 52.212-1 “Instructions to Offerors – Commercial Items.”

- Telegraphic quotes (submitted by telegram or mailgram) will not be accepted.
- Facsimile quotes will not be accepted.
- All quotes shall be submitted via email to [Travis.Johnson2@va.gov](mailto:Travis.Johnson2@va.gov). Documents must be either PDF or compatible with Microsoft Office. The offeror is responsible for ensuring that the Contract Officer has received the quote before the deadline for receipt of offers. The government will not be responsible for delays or failures of the contractor’s e-mail system.

**Vendor Point of Contract:** Submit the name of the individual who can answer questions about the offeror to include First and Last names, Telephone number, and email address.

Offerors shall be registered in the System for Award Management (SAM) in order for the quote to be accepted. For registration information and/or to update profile information, access SAM at <https://www.sam.gov/portal/SAM/#1>.

Offerors shall also be registered in the VIP VetBiz in order for the quote to be accepted due to this being set aside for SDVOSBs. For registration information and/or to update profile information, access VetBiz at <https://www.vip.vetbiz.va.gov/>.

**Questions:** All questions must be in writing and emailed to [Travis.Johnson2@va.gov](mailto:Travis.Johnson2@va.gov). All questions must be received no later than **10:00AM CST November 13, 2019**. Responses to questions May be incorporated into a written amendment posted on FedBizOpps.gov.

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

- (a) The Government will award a contract using the lowest price technically acceptable process, where the non-price factors are evaluated on an acceptable/unacceptable basis. Best value is expected to result from selection of the technically acceptable quote with the lowest evaluated price. The following factors shall be used to evaluate offers.

The offeror must submit detailed information for each evaluation criteria below. The information within the quote must demonstrate that the offered services meet the minimum specifications found in the Statement of Work to be evaluated as acceptable. The VA will evaluate the quotes on the basis of information furnished by the offeror in response to this solicitation. A lack of information submitted by the offeror may result in an unacceptable rating.

The contractor shall not use abbreviations within their quote without using a glossary or first defining the abbreviation. Similarly, technical words shall not be used without a definition.

To be considered for award:

1. **Technical:** The offeror must have acceptable technical capabilities as evaluated by the VA. The Government shall consider the following information when evaluating the offeror's technical capabilities. Offerors should include the following with their quote:

Technical Factor 1. **CLEAR UNDERSTANDING OF GOVERNMENT NEEDS.** Quotes shall address each element of work in enough detail to demonstrate a clear understanding of the statement of work. Must provide evidence of enough planning to show that work will be accomplished as required and on schedule, utilizing all available resources. Provide relevant work history to show its capability.

Technical Factor 2. **STAFFING APPROACH TO PERFORMING WORK.** Quotes shall provide a staffing approach and identify Core Team Members; at a minimum, resumes for Project Manager, Data Manager, CAD Operator, and Quality Control Specialist

shall be submitted. Resumes for any other discipline quoted shall also be provided.

Technical Factor 3. **ABILITY TO MEET THE LIMITATIONS ON SUBCONTRACTING.** The offeror must state their ability to meet the limitations on subcontracting. In the case of a contract for services, the contractor shall not pay more than 50% of the amount paid by the Government to the contractor to firms that are not also verified veteran-owned small business concerns. Reference 13 CFR §125.6. The offeror shall provide information with their quote to demonstrate their ability to meet this requirement.

**2. Past Performance:** The offeror must have acceptable past performance as evaluated by the VA. The Past Performance Information Retrieval System (PPIRS) will be the primary method used to evaluate the vendor's past performance. Information stored in PPIRS will be used to determine if an offeror has "Acceptable" or "Unacceptable" past performance. Past performance evaluations stored in PPIRS will take precedence over vendor submitted past performance references. If the offeror does not have any past performance, they must state as such in their quote. An offeror with no past performance shall receive a neutral rating for past performance. For the purpose of this solicitation, a neutral rating shall be considered technically acceptable. The Government shall consider the information requested below, as well as information obtained from any other sources, when evaluating the offeror's past performance. Offerors should include the following with their quote:

- a. List of other Federal, State, Local Government, and private sector contracts or jobs for similar services that your company has had within the past three years to include the Company Name, Address, Point of Contact, Phone, Email, dates of performance and a description of the services performed. NOTE: A minimum of two references should be provided.
- b. Information on any past or pending litigation and any problems encountered on the identified contracts, with a description of your company's corrective actions (for your company, your company under previous names, or your parent company).

**3. Price:** Pricing shall be submitted as requested in the Price Cost Schedule comprised within the solicitation document. Total price will be evaluated by the Government and the quoted price must be determined to be fair and reasonable. For purposes of determining lowest price, the Estimated Grand Total of the Price/Cost Schedule (sum of all line items) will be used.

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

Evaluation of Option to Extend Services under 52.217-8. For the purposes of the award of this Contract, the Government intends to evaluate the option to extend services, provided under FAR 52.217-8, as follows: The evaluation will consider the possibility that the option can be exercised at any time, and can be exercised in increments of one to six months, but for no more than a total of

six months during the life of the contract. The evaluation will assume that the prices for any option exercised under FAR 52.217-8 will be at the same rates as those in effect under the contract. The evaluation will therefore assume that the addition of the price or prices of any possible extension or extensions under FAR 52.217-8 to the total price for the basic requirement and the total price for the priced options has the same effect on the total price of all proposals relative to each other, and will not affect the ranking of proposals based on price, unless, after reviewing the proposals, the Government determines that there is a basis for finding otherwise. This evaluation will not obligate the Government to exercise any option under FAR 52.217-8.

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

(End of Provision)

#### **E.4 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:

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

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

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

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

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

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

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

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

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

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

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

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

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of “domestic end product.” The terms “commercially available off-the-shelf (COTS) item,” “component,” “domestic end product,” “end product,” “foreign end product,” and “United States” are defined in the clause of this solicitation entitled “Buy American—Supplies.”

(2) Foreign End Products:

Line Item No	Country of Origin
_____	_____
_____	_____

\_\_\_\_\_

[List as necessary]

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

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

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

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

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

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

[List as necessary]

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

Other Foreign End Products:

Line Item No.	Country of Origin
_____	_____

_____	_____
_____	_____

[List as necessary]

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

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

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

Canadian End Products:

Line Item No.

_____
_____
_____

[List as necessary]

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

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

Canadian or Israeli End Products:

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

_____	_____
_____	_____
_____	_____

[List as necessary]

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



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

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

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

*[List as necessary]*

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

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

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

Other End Products:

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

*[List as necessary]*

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

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

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

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

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

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

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

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

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

(ii) *Examples.*

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

(B) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. Sec. 6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

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

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

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

(1) *Listed end products.*

Listed End Product    Listed Countries of Origin

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

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

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

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

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

(2)  Outside the United States.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

TIN: \_\_\_\_\_.

TIN has been applied for.

TIN is not required because:

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

Offeror is an agency or instrumentality of a foreign government;

Offeror is an agency or instrumentality of the Federal Government.

(4) *Type of organization.*

Sole proprietorship;

Partnership;

Corporate entity (not tax-exempt);

Corporate entity (tax-exempt);

Government entity (Federal, State, or local);

Foreign government;

International organization per 26 CFR 1.6049-4;

Other \_\_\_\_\_.

(5) *Common parent.*

Offeror is not owned or controlled by a common parent;

Name and TIN of common parent:

Name \_\_\_\_\_.

TIN \_\_\_\_\_.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Immediate owner CAGE code: \_\_\_\_\_.

Immediate owner legal name: \_\_\_\_\_.

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

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

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

Highest-level owner CAGE code: \_\_\_\_\_.

Highest-level owner legal name: \_\_\_\_\_.

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

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

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

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

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

(2) The Offeror represents that—

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

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

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

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

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

Predecessor CAGE code: \_\_\_\_\_ (or mark "Unknown").

Predecessor legal name: \_\_\_\_\_.

*(Do not use a "doing business as" name).*

(s) [Reserved]

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

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

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

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

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

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

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



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

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

(End of Provision)

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

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

Travis Johnson, Contracting Officer

Hand-Carried Address:

Department of Veterans Affairs

NETWORK 23 CONTRACTING OFFICE

Attention: Travis Johnson

2011 W 26th Street STE. 103

Sioux Falls SD 57105

Mailing Address:

Department of Veterans Affairs

NETWORK 23 CONTRACTING OFFICE

Attention: Travis Johnson

2501 W 22nd Street

Sioux Falls SD 57105

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

(End of Provision)

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

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

(1) Include the name, address, fax number, email and telephone number of the protester;

(2) Identify the solicitation and/or contract number;

(3) Include an original signed by the protester or the protester's representative and at least one copy;

(4) Set forth a detailed statement of the legal and factual grounds of the protest, including a description of resulting prejudice to the protester, and provide copies of relevant documents;

(5) Specifically request a ruling of the individual upon whom the protest is served;

(6) State the form of relief requested; and

(7) Provide all information establishing the timeliness of the protest.

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

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

(End of Provision)

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

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

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

(End of Provision)

## **E.8 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)**

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

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

(End of Provision)

**FAR**  
**Number**

**Title**

**Date**

52.204-7 SYSTEM FOR AWARD MANAGEMENT  
52.204-16 COMMERCIAL AND GOVERNMENT ENTITY CODE  
REPORTING

OCT 2018  
JUL 2016