

**REQUEST FOR QUOTE VA263-15-Q-0018  
AIRPORT TRANSPORTATION SERVICES  
IOWA CITY VA HEALTH CARE SYSTEM (VAHCS)**

This is a combined synopsis/solicitation for commercial items prepared in accordance with the format in Subpart 12.6, as supplemented with additional information included in this notice. This announcement constitutes the only solicitation. Quotes are being requested, and a written solicitation will not be issued. Quotes shall reference VA263-15-Q-0018. This Request for Quote (RFQ) document and incorporated provisions and clauses are those in effect through Federal Acquisition Circular 2005-77, dated 14 October 2014.

The Network Contracting Office 23 intends to award an Indefinite Quantity, firm-fixed-price contract for Airport Transportation Services for the Iowa City VA Health Care System in Iowa City, Iowa. The intent is to award a one-year base contract with two (2) additional one-year option periods. The option periods may be exercised at the discretion of the Government.

The total minimum quantity of services acquired under the term of the contract (including the base year and any exercised options) will not be less than \$5,000.00. The total maximum quantity of services acquired under the term of the contract (including the base year and any exercised options) will not exceed \$175,000.00. The resultant Task Order will satisfy the Government's contractual minimum guarantee obligation.

The North American Industrial Classification System (NAICS) code for this procurement is 485999, All Other Transit and Ground Passenger Transportation, with a small business size standard of \$15.0 million. This requirement is set aside for Small Businesses. All contractors must be registered in the System for Award Management (SAM) at <https://www.sam.gov> and be a small business in order to be considered for an award of a federal contract. The record must be complete and not missing elements such as representations and certifications.

Questions concerning this solicitation shall be addressed to John Becker, Contracting Officer, and e-mailed to [john.becker3@va.gov](mailto:john.becker3@va.gov). No phone calls will be accepted. Any amendments to this RFQ will ONLY be available on the Federal Business Opportunities website ([www.fbo.gov](http://www.fbo.gov)).

The Government will award a contract resulting from this RFQ to the responsible contractor whose quote is the lowest price technically acceptable. Quotes received after this date and time will be considered late in accordance with 52.212-1(f) and will not be evaluated. Quotes shall be submitted via e-mail to [john.becker3@va.gov](mailto:john.becker3@va.gov).

**ATTACHMENTS:**

Statement of Work  
Wage Determination

**SCHEDULE OF SERVICES:**

The Contractor shall provide all labor, tools, equipment and materials necessary to provide Airport Transportation Service for the Iowa City VAHCS. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract. Actual use shall depend on local requirements and number of trips needed to/from the airport.

This is an Indefinite Quantity Contract (IDC). The total minimum quantity of services acquired under the term of the contract (including the base year and any exercised options) will not be less than \$5,000.00. The total maximum quantity of services acquired under the term of the contract (including the base year and any exercised options) will not exceed \$175,000.00. The resultant Task Order will satisfy the Government's contractual minimum guarantee obligation.

Base Year Date of Award – October 31, 2015					
Line	Service	EST QTY	Unit	Unit Price	Total Price
0001	One Way Trip to or from Iowa City VAHCS (or contracted motel) to or from Eastern Iowa Airport. Maximum of two (2) people per trip. Approximately 528 trips per year.  Per Trip Cost: \$ _____	43 Trips per month	Cost per Month	\$ _____ Cost per month	\$ _____ Cost per year
0002	Additional Passenger Cost (for any additional passengers beyond two (2) passengers)	1	EA	\$ _____	\$ _____
0003	After Hour Fee for Trips not scheduled 24 hours in advance.	1	EA	\$ _____	\$ _____
Base Year Total Price:					\$ _____

Option Year 1 November 1, 2015 – October 31, 2016					
Line	Service	EST QTY	Unit	Unit Price	Total Price
1001	One Way Trip to or from Iowa City VAHCS (or contracted motel) to or from Eastern Iowa Airport. Maximum of two (2) people per trip. Approximately 528 trips per year.  Per Trip Cost: \$ _____	43 Trips per month	Cost per Month	\$ _____ Cost per month	\$ _____ Cost per year
1002	Additional Passenger Cost (for any additional passengers beyond two (2) passengers)	1	EA	\$ _____	\$ _____
1003	After Hour Fee for Trips not scheduled 24 hours in advance.	1	EA	\$ _____	\$ _____
Option Year 1 Total Price:					\$ _____

Option Year 2 November 1, 2016 – October 31, 2017					
Line	Service	EST QTY	Unit	Unit Price	Total Price
2001	One Way Trip to or from Iowa City VAHCS (or contracted motel) to or from Eastern Iowa Airport. Maximum of two (2) people per trip. Approximately 528 trips per year.  Per Trip Cost: \$ _____	43 Trips per month	Cost per Month	\$ _____ Cost per month	\$ _____ Cost per year
2002	Additional Passenger Cost (for any additional passengers beyond two (2) passengers)	1	EA	\$ _____	\$ _____
2003	After Hour Fee for Trips not scheduled 24 hours in advance.	1	EA	\$ _____	\$ _____
Option Year 2 Total Price:					\$ _____

**Total Contract Cost (Base plus all options)**

Base Year Total Price:	\$ _____
Option Year 1 Total Price:	\$ _____
Option Year 2 Total Price:	\$ _____
<b>Total Contract Price:</b>	<b>\$ _____</b>

**STATEMENT OF WORK**  
**Airport Transportation Services**  
**for the Iowa City VA Health Care System (VAHCS)**

1. Requirement. The Department of Veterans Affairs, VA Midwest Health Care Network, Veterans Integrated Service Network (VISN) 23, Iowa City VA Health Care System (VAHCS), Iowa City VA Health Care System, located at 601 Highway 6 West, Iowa City, Iowa 52246-2209 requires Airport Shuttle Services on an as-needed basis
  
2. Background. One-way Airport Shuttle Services are needed to/from the VAHCS and/or the contracted Transplant Lodging Hotel (identified below) to/from the Eastern Iowa Airport in Cedar Rapids, Iowa and to/from Eastern Iowa Airport in Cedar Rapids to the Iowa City VA Health Care System (VAHCS) or the contracted Transplant Lodging Hotel (identified below). Transportation may be provided for transplant patients, donors, and support personnel. No mechanical wheel chair lift is required. Trips are needed on an as-needed basis.
  - Current Hotel for Transplant Lodging: Heartland Inn, 87 2nd Street, Coralville, IA 52241
  
3. Description of Services.
  - a. Transportation will be needed on an as-needed basis and during all hours of airport operations, 365 days a year. Airline departure times range from 5:00AM to 8:34PM and arrival times range from 8:15AM to 10:48PM.
  - b. Passengers will be picked up/dropped off at the shuttle/Taxi pick-up area of the terminal or at the appropriate airline entrance.
  - c. The requirement is for a per trip charge, whether the Eastern Iowa Airport is the point of departure or destination.
  - d. Transportation must be provided by a licensed Shuttle, Taxi, or other passenger transportation service.
  - e. Transportation will be provided in a licensed and insured car, van or other passenger vehicle that can again accommodate wheelchairs and/or other medical equipment.
  - f. The estimated number of one way trips is 43 trips per month or 528 trips annually.
  - g. Currently approximately 80% trips are scheduled and 60% occur during the normal business hours of 8:00AM to 5:00PM.
  - h. An after hour fee may be charged from 8:00PM to 5:00AM or for trips not scheduled 24 hours in advance.
  
4. Driver's Conduct. The following acts are not permissible by drivers that provide services under this contract or while on VA premises:
  - a. Use of intoxicating liquors, narcotics, or controlled substances of any kind (excluding doctor's prescriptions which do not impair driver's driving ability) while on duty or reporting for duty while under the influence of liquors, narcotics, or controlled substance of any kind (excluding doctor's prescriptions which do not impair driver's driving ability).
  - b. Gambling in any form.
  - c. Smoking and other uses of tobacco while on duty. Drivers and passengers are prohibited from smoking in transportation vehicles. The smell and residual smoke may cause patients who will be riding in the transportation vehicle to become ill.
  - d. Carrying of pistols, firearms, or concealed weapons.
  - e. Playing loud, indecent, or profane music.
  - f. Resorting to physical violence to settle a dispute with a passenger in general public while on duty.

- g. Spitting in prohibited places or any other unsanitary, offensive, or insensitive practices or behavior.
  - h. Use of loud, indecent, or profane language and/or making threatening or obscene gestures toward passengers or others.
  - i. Stopping for personal business, including excessive use of restroom facilities, while vehicle is occupied by a passenger. The driver shall not leave the vehicle with the key in the ignition at any time.
  - j. Engaging passengers in a verbal confrontation in an attempt to settle a disagreement. Should a disagreement arise, the driver is to contact his/her dispatcher/supervisor via the radio system. Also, drivers will not engage in any religious, political, or personal discussions with passengers.
  - k. Soliciting tips from passengers, companions, or others at any time. However, a gratuity may be accepted if offered by a passenger or their companion.
  - l. Drivers will display professional manners at all times. Rude or obscene behavior or language will not be accepted. Aggressive driving will not be tolerated. Nor will drivers be expected to tolerate the same from the passengers.
5. Communication System. The Contractor's Communication System shall consist of:
- a. The Contractor shall make available sufficient telephone capacity to ensure immediate communication access between the Iowa City VAHCS and the Contractor's facility for the purposes of canceling trip requests as well as handling other emergencies.
  - b. The Contractor shall have telephone coverage to accept calls from the Iowa City VAHCS during the hours of 5:30AM to 10:00PM.
  - c. The Contractor shall ensure the availability of GPS tracking devices, mobile radio and/or cellular telephone communication with all vehicles providing transportation service at all times.
6. Service Disruption.
- a. Hazardous Weather. When conditions, neither foreseeable and/or controllable by the Contractor occur, such as but not limited to severe storms, flooding, blizzards, snow, hazardous road and travel conditions, time and distance requirements shall be considered secondary to safety precautions. Delays or exceptions to the required quality of services will be reported to the COR or AOD. The COR will make a determination as to whether such delays in service will be excused.
  - b. Accidents. Contractor shall immediately report all incidents and accidents to the VAHCS COR, and/or other appropriate officials, including those where there is no apparent injury to the patient, which occurs while transporting VA beneficiaries. A written report from the driver documenting the facts of the incident/accident must be provided to the VAHCS COR within 24 hours of the occurrence. The written report will include the names, addresses, and telephone numbers of any witnesses as well as any applicable Police Reports. Any accident involving major damage, serious personal injury or loss of life shall be reported to the COR immediately. Records shall be kept for three (3) years for each accident where a VA beneficiary is involved.
  - c. Breakdowns. The Contractor shall report to the COR or AOD any and all vehicle breakdowns (with vehicle number) or other problems, which may cause service disruptions immediately. When a breakdown occurs, it is the responsibility of the Contractor to provide back-up transportation to minimize any delay or inconvenience to the passenger(s).
7. Provision of Services.

- a. Drivers shall wear appropriate attire with a picture identification badge that clearly identifies the company they work for and the contract employee's name.
- b. Driver shall ensure the employees or patients are seated in an approved seat prior to transportation actually beginning from a location. No one will sit on the floor or stand in the vehicle, if equipped.
- c. Contractor's performance shall be in conformance with the contract and all applicable Federal, state, and local laws to include Department of Transportation, 49 CFR, Parts 27, 37, 38, 571 and VA Standards. All regulations of the State Public Service Commission (PSC) (of where the Contractor's facility is located) governing the control, operation of and licensing of the transportation contractor are incorporated herein by reference. All records submitted to and/or compiled by the Contractor regarding vehicle inspections, safety, maintenance records, and manifests, etc. may be reviewed prior to awarding a contract and periodically throughout the term of the contract.
- d. If required or needed, if the vehicle is not equipped with an automatic step and one is needed, the driver will exit the vehicle and place a step at the door to assist passengers loading and unloading the vehicle.

8. Equipment and Vehicles.

- a. The Government reserves the right to inspect Contractor equipment and vehicles, or require documentation of compliance with contract specifications. Such an inspection if conducted does not constitute a warranty by the Government that the Contractor's vehicles and equipment are properly maintained.
- b. The Government reserves the right to restrict the Contractor's use of equipment and vehicles which are in need of repair, unclean, unsafe, damaged on the interior or exterior body, and are not in compliance with contract specifications. The restriction of such equipment and vehicles shall not relieve the Contractor from providing all required services as defined herein.
- c. The Contractor shall transport beneficiaries in vehicles (for the required purpose) that meet the specifications identified herein. Vehicles and equipment used in performance of this contract shall be as follows:
  - (1) All vehicles shall meet current applicable Federal, State and local specifications and regulations including, but not limited to, licensing, registration, insurance coverage and safety standards. Licensing by the State of Iowa is required. Vehicles shall also meet any city or county requirements as mandated by these agencies.
  - (2) Vehicles shall be clean and in good repair at all times during the performance of this contract. All vehicles shall be equipped with a first aid kit and a warning triangle.
  - (3) Vehicles shall undergo continual preventive maintenance as per manufacturer's recommendation.
  - (4) All vehicles shall be equipped with a cellular phone and GPS that shall be operational at all times during contract performance. Vehicles shall meet or exceed all applicable Federal, State and local regulations in regard to chauffeuring paying clients. This shall include all Department of Transportation requirements.
  - (5) The vehicle(s) and their equipment and supplies must be of the quality, model and condition to assure high quality transportation and shall meet the minimum standards for maintenance, equipment and staffing of all sedans operated. If a shuttle is used, it must have adequate straps and seat belts necessary to secure passengers. The Contractor must have records of preventive maintenance of all sedans being used for service to the VA. Vehicles and maintenance records will be made available to the VA for quarterly inspections or whenever the COR feels such inspections are needed.

9. Vehicle Specifications.

- a. All vehicles under the terms and conditions of this contract shall be licensed and meet the minimum vehicle requirements as mandated by the Department of Transportation in the State of which the vehicle is operated (Iowa).
- b. All vehicles must have the following:
  - (1) Contractor shall provide a list of all vehicles utilized on this contract to the COR. The list shall include vehicle identification numbers and insurance certificates prior to providing service.
  - (2) Contractor shall submit vehicle list to the COR quarterly.
  - (3) Vehicles shall have a functioning speedometer which indicates speed in miles per hour (MPH) and a functioning odometer which indicates distance correctly in tenths of a mile.
  - (4) Vehicles shall be equipped with operational heating and air conditioning systems. Contractor shall not operate a vehicle for beneficiary pick-up if the Heating System is inoperable and the temperature is forecasted to be below 50 degrees Fahrenheit or if the AC system is inoperable and the temperature is forecasted to exceed 70 degrees Fahrenheit.
  - (5) Vehicles shall not have grime, oil or other substances, cracks, breaks, dents, and damaged points that noticeably detract from the overall appearance of the vehicle.
  - (6) Vehicles shall have all body molding in place, or if removed, holes shall be filled and painted.
  - (7) Vehicles shall have passenger compartments that are clean and empty.
  - (8) Vehicles shall not have torn upholstery or floor coverings, damaged or broken seats, sharp objects or edges that are protruding, or insects and vermin.
  - (9) Vehicles shall have windows and doors, which can be opened and closed in accordance with manufacturer standards.
  - (10) Vehicles shall meet all safety and mechanical standards established by Federal, State and local statutes and regulations.
  - (11) Vehicles shall have flares and reflective emergency cones or similar devices in the event of a breakdown.

10. Vehicle Inspection. The COR shall inspect all vehicles that are to be utilized in the performance of this contract.

- a. The Government reserves the right to inspect any vehicle used to provide transportation services under this contract or the vendor must show proof of inspection by local or state agency on an annual basis.
- b. The Government may reject equipment, without advance notification which is found to be in a condition or equipped in a manner which does not comply with contractual provisions. Such suspensions will be effective at the time of arrival of such equipment, or at the time the COR notifies the contractor that deficiencies have been reported.
- c. Inspections shall be conducted:
  - (1) Prior to contract start.
  - (2) At the beginning of each contract period.
  - (3) Before each initial use of a vehicle that is added to the quarterly list.
  - (4) Quarterly throughout the life of the contract.
  - (5) Whenever the COR determines an inspection is warranted.
  - (6) Before a vehicle that has been out for repairs is returned to the fleet.
- d. Contractor shall not use any vehicles for this contract that do not pass inspection.
- e. COR shall contact the Contractor to coordinate the date, time, and location for inspections.

11. Driver's List. The Contractor shall provide the COR a list of all drivers, utilized for this contract, quarterly. The Contractor shall ensure that all drivers providing services under this contract will have less than five (5) current points on their driver's license, none of which were assessed for "Reckless Driving." The VAHCS Iowa City reserves the right to order the removal from service under this contract, any driver who violates the provisions of this section. Contractor shall provide a copy of the state driver's license as supporting documentation.
12. Passenger Complaints.
  - a. The COR will monitor the service provided.
  - b. The Contractor shall cooperate with the COR in providing information and answering questions in a timely manner when requested.
  - c. The Contractor shall refer complaints received directly from the customer(s) to the COR.
  - d. All complaints received by the COR and forwarded to the Contractor shall be investigated promptly. After investigation and disposition, the Contractor shall respond to the COR within five (5) working days after receipt by the Contractor.
  - e. Complaints against driver for inappropriate behavior or discourtesy will be submitted to the VAHCS COR and may result in the Iowa City VAHCS requiring Contractor to remove offending driver(s) from service. Drivers who accumulate five (5) unrelated, substantiated complaints in a 12-month period shall be prohibited from providing any further services under this contract.
  - f. The Contractor shall maintain a record of each employee as to the character, current driving records and physical capabilities of performing the duties under the contract. This record will be made available for inspection upon request by the Contracting Officer or the COR/ACOR.
13. Patient Welfare.
  - a. The Government expects the successful offeror to exercise extreme caution and care in handling of patients.
  - b. Any abuse of patients will be grounds for default action or termination of the contract.
  - c. The VA reserves the right to bar any driver from transporting VA beneficiaries should he/she violate any terms of this contract.
  - d. The Contractor will meet or exceed all regulatory agency requirements including patient confidentiality and safety standards.

WD 05-2203 (Rev.-15) was first posted on www.wdol.gov on 06/25/2013

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REGISTER OF WAGE DETERMINATIONS UNDER  
THE SERVICE CONTRACT ACT  
By direction of the Secretary of Labor

U.S. DEPARTMENT OF LABOR  
EMPLOYMENT STANDARDS ADMINISTRATION  
WAGE AND HOUR DIVISION  
WASHINGTON D.C. 20210

Diane C. Koplewski Division of  
Director Wage Determinations

Wage Determination No.: 2005-2203  
Revision No.: 15  
Date Of Revision: 06/19/2013

State: Iowa

Area: Iowa Counties of Allamakee, Benton, Black Hawk, Bremer, Buchanan, Butler, Cedar, Chickasaw, Clayton, Clinton, Delaware, Dubuque, Fayette, Floyd, Grundy, Howard, Iowa, Jackson, Jefferson, Johnson, Jones, Keokuk, Linn, Mitchell, Tama, Van Buren, Washington, Winneshiek

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

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01060 - Dispatcher, Motor Vehicle		15.38
31000 - Transportation/Mobile Equipment Operation Occupations		
31030 - Bus Driver		15.72
31290 - Shuttle Bus Driver		14.05
31310 - Taxi Driver		12.42

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$3.81 per hour or \$152.40 per week or \$660.40 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 5 years, 4 weeks after 15 years, and 5 weeks after 25 years.

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

HOLIDAYS: A minimum of ten paid holidays per year, New Year's Day, Martin Luther King Jr's Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4174)

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 regrading 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.

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition, April 2006, unless otherwise indicated. Copies of the Directory are available on the Internet. A links to the Directory may be found on the WHD home page at <http://www.dol.gov/esa/whd/> or through the Wage Determinations On-Line (WDOL) Web site at <http://wdol.gov/>.

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. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C)(vi)} 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 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 Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).
- 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 decision to the contractor.
- 6) The contractor informs the affected employees.

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" (the Directory) should be used to compare job definitions to insure 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.