

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30				1. REQUISITION NO. 662-15-3-096-0058		PAGE 1 OF	
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NO.		5. SOLICITATION NUMBER VA261-15-Q-0952	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME Carol Lam				b. TELEPHONE NO. (No Collect Calls) 650-493-5000	
8. OFFER DUE DATE/LOCAL TIME 08-06-2015							
9. ISSUED BY Department of Veterans Affairs VA Sierra Pacific Network (VISN 21) VA Palo Alto Health Care System (90/NCA) 3801 Miranda Ave Palo Alto CA 94304-1207				10. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED OR <input checked="" type="checkbox"/> SET ASIDE: 100 % FOR: <input checked="" type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM <input type="checkbox"/> EDWOSB NAICS: 333318 SIZE STANDARD: 1000 Employees			
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS		13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) <input type="checkbox"/>		13b. RATING N/A	
15. DELIVER TO Department of Veterans Affairs San Francisco VA Health Care Center				16. ADMINISTERED BY Department of Veterans Affairs VA Sierra Pacific Network (VISN 21) VA Palo Alto Health Care System (90/NCA) 3801 Miranda Ave Palo Alto CA 94304-1207			
17a. CONTRACTOR/OFFEROR CODE		FACILITY CODE		18a. PAYMENT WILL BE MADE BY Department of Veterans Affairs FMS-VA-2(101) Financial Services Center PO Box 149971 Austin TX 78714-9971			
TELEPHONE NO.		DUNS:		DUNS+4:		PHONE: FAX:	
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER				18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM			
19. ITEM NO.	20. See CONTINUATION Page SCHEDULE OF SUPPLIES/SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
(Use Reverse and/or Attach Additional Sheets as Necessary)							
25. ACCOUNTING AND APPROPRIATION DATA See CONTINUATION Page					26. TOTAL AWARD AMOUNT (For Govt. Use Only)		
<input 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)		31c. DATE SIGNED	

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SECTION B - CONTINUATION OF SF 1449 BLOCKS

B.1 CONTRACT ADMINISTRATION DATA

(continuation from Standard Form 1449, block 18A.)

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

a. CONTRACTOR:

b. GOVERNMENT: Contracting Officer 00261

Department of Veterans Affairs

VA Sierra Pacific Network (VISN 21)

VA Palo Alto Health Care System (90/NCA)

3801 Miranda Ave

Palo Alto CA 94304-1207

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

- ☒ 52.232-34, Payment by Electronic Funds Transfer—Other Than System For Award Management, or
☐ 52.232-36, Payment by Third Party

3. INVOICES: Invoices shall be submitted in arrears:

a. Quarterly ☐

b. Semi-Annually ☐

c. Other ☐

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

Department of Veterans Affairs

FMS-VA-2(101) Financial Services Center

PO Box 149971

Austin TX 78714-9971

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 NUMBER	DESCRIPTION OF SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1	Replacement of current Conveyor AVTEC Model CBSW in accordance with Attachment 1- Scope of work.	1.00	EA	_____	_____
2	Replacement of Overshelf for soiled dish conveyor AVTEC model OROO Overhead rack shelf in accordance with Attachment 1- Scope of work and Attachment 2 – Wage Determination.	1.00	EA	_____	_____
3	Replacement of Disposal system for parent soiled dish conveyor- Salvajor model 500-TVR TroughVeyor food waste conveying and disposing system with water recirculation, right hand operation in accordance with Attachment 1- Scope of work.	1.00	EA	_____	_____
4	Installation shall be in accordance with Attachment 1- Scope of work.	1.00	EA	_____	_____
				GRAND TOTAL	_____

Note: Offers of “equal” products - Offeror must clearly indicate in its offer that the product being offered is an “equal” product. The “equal” product must have the same physical, functional, or performance characteristics as referenced as the items referenced above. New Equipment ONLY; NO remanufactured or "gray market" items. All items must be covered by the manufacturer's warranty. Please provide technical specification if offering an equal product.

B.3 Delivery Schedule

ITEM NUMBER	QUANTITY	DELIVERY DATE
1	1.00	
2	1.00	
3	1.00	
4	1.00	

SECTION C - CONTRACT CLAUSES

<u>FAR Number</u>	<u>Title</u>	<u>Date</u>
852.211-70	SERVICE DATA MANUAL	NOV 1984

C.1 52.211-6 BRAND NAME OR EQUAL (AUG 1999)

(a) If an item in this solicitation is identified as "brand name or equal," the purchase description reflects the characteristics and level of quality that will satisfy the Government's needs. The salient physical, functional, or performance characteristics that "equal" products must meet are specified in the solicitation.

(b) To be considered for award, offers of "equal" products, including "equal" products of the brand name manufacturer, must—

- (1) Meet the salient physical, functional, or performance characteristic specified in this solicitation;
 - (2) Clearly identify the item by—
 - (i) Brand name, if any; and
 - (ii) Make or model number;
 - (3) Include descriptive literature such as illustrations, drawings, or a clear reference to previously furnished descriptive data or information available to the Contracting Officer; and
 - (4) Clearly describe any modifications the offeror plans to make in a product to make it conform to the solicitation requirements. Mark any descriptive material to clearly show the modifications.
- (c) The Contracting Officer will evaluate "equal" products on the basis of information furnished by the offeror or identified in the offer and reasonably available to the Contracting Officer. The Contracting Officer is not responsible for locating or obtaining any information not identified in the offer.
- (d) Unless the offeror clearly indicates in its offer that the product being offered is an "equal" product, the offeror shall provide the brand name product referenced in the solicitation.

(End of Provision)

<u>FAR Number</u>	<u>Title</u>	<u>Date</u>
52.222-41	SERVICE CONTRACT LABOR STANDARDS	MAY 2014
52.222-42	STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES	MAY 2014

C.2 VAAR 852.203-70 COMMERCIAL ADVERTISING (JAN 2008)

The bidder or offeror agrees that if a contract is awarded to him/her, as a result of this solicitation, he/she will not advertise the award of the contract in his/her commercial advertising in such a manner as to state or imply that the Department of Veterans Affairs endorses a product, project or commercial line of endeavor.

(End of Clause)

C.3 VAAR 852.246-70 GUARANTEE (JAN 2008)

The contractor guarantees the equipment against defective material, workmanship and performance for a period of 12 Months after acceptance, said guarantee to run from date of acceptance of the equipment by the Government. The contractor agrees to furnish, without cost to the Government, replacement of all parts and material that are found to be defective during the guarantee period. Replacement of material and parts will be furnished to the Government at the point of installation, if installation is within the continental United States, or f.o.b. the continental U.S. port to be designated by the contracting officer if installation is outside of the continental United States. Cost of installation of replacement material and parts shall be borne by the contractor.

(End of Clause)

<u>FAR</u> <u>Number</u>	<u>Title</u>	<u>Date</u>
852.246-71	INSPECTION	JAN 2008

C.4 52.212-4 CONTRACT TERMS AND CONDITIONS—COMMERCIAL ITEMS (MAY 2015)

(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, contract 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 contract 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) *System for Award Management (SAM)*.

(1) Unless exempted by an addendum to this contract, the Contractor is responsible during performance and through final payment of any contract for the accuracy and completeness of the data within the SAM database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the SAM database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the SAM database to ensure it is current, accurate and complete. Updating information in the SAM does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(2)(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in FAR subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the SAM database; (B) comply with the requirements of subpart 42.12; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (t)(2)(i) of this clause, or fails to perform the agreement at paragraph (t)(2)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the SAM information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

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

(4) Offerors and Contractors may obtain information on registration and annual confirmation requirements via SAM accessed through <https://www.acquisition.gov>.

(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.5 VAAR 852.232-72 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS (NOV 2012)

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

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

(2) *Designated agency office* has the meaning given in 5 CFR 1315.2(m).

(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.

(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. (See Web site at <http://www.fsc.va.gov/einvoice.asp>.)

(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). The X12 EDI Web site (<http://www.x12.org>) includes additional information on EDI 810 and 811 formats.

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

(e) *Exceptions.* If, based on one of the circumstances below, 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.6 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</u>	<u>Title</u>	<u>Date</u>
<u>Number</u>		
52.204-9	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL	JAN 2011

C.7 VAAR 852.252-70 SOLICITATION PROVISIONS OR CLAUSES INCORPORATED BY REFERENCE (JAN 2008)

The following provisions or clauses incorporated by reference in this solicitation must be completed by the offeror or prospective contractor and submitted with the quotation or offer. Copies of these provisions or clauses are available on the Internet at the Web sites provided in the provision at FAR 52.252-1, Solicitation Provisions Incorporated by Reference, or the clause at FAR 52.252-2, Clauses Incorporated by Reference. Copies may also be obtained from the contracting officer.

[Contracting officer shall list all FAR and 48 CFR Chapter 8 (VAAR) provisions and clauses incorporated by reference that must be completed by the offeror or prospective contractor and submitted with the quotation or offer.]

(End of Provision)

(End of Addendum to 52.212-4)

<u>FAR Number</u>	<u>Title</u>	<u>Date</u>
52.212-5	CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS— COMMERCIAL ITEMS	MAY 2015

C.8 52.212-1 INSTRUCTIONS TO OFFERORS—COMMERCIAL ITEMS (APR 2014)

(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 or 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) *Data Universal Numbering System (DUNS) Number.* (Applies to all offers exceeding \$3,000, and offers of \$3,000 or less if the solicitation requires the Contractor to be registered in the System for Award Management (SAM) database. The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS +4" followed by the DUNS or DUNS +4 number that identifies the offeror's name and address. The DUNS +4 is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the offeror to establish additional SAM records for identifying alternative Electronic Funds Transfer (EFT) accounts (see FAR Subpart 32.11) for the same concern. If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. An offeror within the United States may contact Dun and Bradstreet by calling 1-866-705-5711 or via the internet at <http://www.fedgov.dnb.com/webform>. An offeror located outside the United States must contact the local Dun and Bradstreet office for a DUNS number. The offeror should indicate that it is an offeror for a Government contract when contacting the local Dun and Bradstreet office.

(k) *System for Award Management.* Unless exempted by an addendum to this solicitation, by submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the SAM database prior to award, during performance and through final payment of any contract resulting from this solicitation. If the Offeror does not become registered in the SAM database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror. Offerors may obtain information on registration and annual confirmation requirements via the SAM database accessed through <https://www.acquisition.gov>.

(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)

**Department of Veterans Affairs
VA San Francisco HealthCare System
4150 Clement Street
San Francisco, CA 94121
STATEMENT OF WORK**

Nutrition and Food Services

1. Introduction:

- A. This Statement of Work (SOW) describes the requirements for the installation of a soiled dish conveyor, overself, and disposal system referred to as Soiled Dish Conveyor in this document hereafter. Installation will be provided by the company the Soiled Dish Conveyor is purchased from.
- B. This SOW describes the requirements for Qualified Professionals – known as “Contractors” in this document hereafter. Contractors who are contracted by the San Francisco VA Medical Center to perform installation of the Soiled Dish Conveyor.

2. Qualifications of Contractors:

- A. Contractors shall fully understand the equipment without any modification, change or addition to the Soiled Dish Conveyor.
- B. Contractors shall have technical training and track records of work experience in installing Soiled Dish Conveyors in commercial facilities for a minimum of five (5) continuous years.
- C. Contractors shall be equipped with all necessary tools, equipment, and Personal Protective Equipment (PPE) to perform the work safely, effectively, and timely. Tools, equipment, and PPE shall comply with the requirements of OSHA Standard 29 CFR 1910, Subpart I, and NFPA 70E / NFPA 110.
- D. Contractors shall be UL Certified, DOD monitoring certified and a UL certified Installation Company.

3. Scope of Work:

Contractor shall deliver the following Line Items:

Line Item 1:

Conveyor, AVTEC Model CBSW, slat-chain soiled dish conveyor 40 total feet of work surface 15 total feet of backsplash 6 ea total quantity of bullet feet 1 ea black conveyor sla belt 7.5 total length in linear feet of conveyor 7.5 black total feet 13 totat feet of trough 5 total feet of trough cover 1 ea installation of customer supplied disposer ring,

trough 1 1/2 HP conveyor motor 1 60:1 sterling reducer, right to left 1 conveyor remote start/stop.

Line Item 2:

Over shelf for soiled dish conveyor AVTEC model OROO Overhead rack shelf, storage rack only, no sloped back rack is required 15 over shelf length feet
1 post mounted over shelf 3 qty over shelf post.

Line Item 3:

Disposal system for parent soiled dish conveyor- Salvajor model 500-TVR TroughVeyor food waste conveying and disposing system with water recirculation, right hand operation, 5 HP disposer, with trough diffuser, salvage basin and silverware trap, stainless steel construction, with start/stop push button, auto reversing control with safety line disconnect 2nd year warranty (P/N 999186) Domestic factory authorized start up, standard Domestic factory authorized demo, standard Specify voltage 980101 TroughVeyor full stainless steel cover 98001 Gusher head assembly for TVL, TVR or S419 LSPS stainless steel bolt-down flanges for SM, PSM, TVL, TVR RSS remote start/stop switch for all controls 980104 mounting bracket for RSS, MSS, MSS-LD, MRSS.

Line Item 4 Installation:

Contractor shall provide all tools, equipment, materials, labor, supervision and transportation to perform the installation of the Soiled Dish Conveyor. Installation work shall be performed at the San Francisco VA Medical Center Nutrition and Food Services location in specified times and dates; alteration of dates and times is prohibited without prior written approval from the COR or his designee. The following is the VA facilities (total of 1 site) and their services.

San Francisco VA Medical Center, Nutrition and Food Services

Scope of work to consist of dismantling and removing existing Soiled Dish Conveyor and installing the new Soiled Dish Conveyor.

Disposal of old conveyor to be done by the San Francisco VA Medical Center
Assembly of new Soiled Dish Conveyor and all utility connections as required. All correct utilities must be existing and in proper locations per requirements on new Soiled Dish Conveyor.

4. Additional Requests:

- A. The Contractor is responsible as part of the installation process for identifying any utilities needing repair and or replacement, and requesting the necessary equipment from the Engineering Service and providing an installation quote. The contractor should be able to accept the government purchase card if necessary as payment for services less than \$3000.00. All installation, setup work will be completed within one week of request and/or availability of necessary equipment.

5. Summary of Work:

A. Provide completed written service report of the work. Information shown in the report shall include the following:

1. Company's name, address, telephone & FAX numbers.
2. Name and signature of contractors who perform the maintenance and testing.
3. Date and Time of work.
4. Location, Type of service
5. Descriptions of work performed.

6. Contractor Employees

Health: Health Requirements: Contractor's employees are not required to have a physical examination prior to work on this contract, however, each employee is expected to be in good physical health and able to work in patient use/visit areas without risk to the patients. No personnel shall be assigned to this contract that are not in good physical health or pose a risk to patients. Contractor's personnel who acquire a communicable illness will be replaced by the contractor.

7. All contractors shall clearly display their hospital badge. All personnel shall obtain a VAPIHCS issued ID badge prior to starting work. The badge will be displayed on the upper torso, picture side out at all times. Failure to obtain or wear a badge is grounds for removal from site until the situation is resolved, i.e. "No badge, no work."
8. **DESIGNATION OF CONTRACTING OFFICER'S REPRESENTATIVE (COR):** A Representative of the Contracting Officer (COR) will be designated to represent the Contracting Officer in furnishing technical guidance and advice under this contract. The foregoing is not to be construed as authorization to interpret or furnish advice and information to Contractor relative to the financial or legal aspects of the contract. Those matters are the responsibility of the Contracting Officer and shall not be delegated.
9. **MODIFICATIONS:** Any modification to the contract shall be in writing. VA's Contracting Officer prior to becoming effective will prepare the modification.

Work Hours: Monday through Friday 6:00am-7:00pm

FEDERAL HOLIDAYS: VA observed Federal Holidays are:

New Years Day	Martin Luther King Jr.'s Holiday
Presidents Day	Memorial Day
Independence Day	Labor Day
Columbus Day	Veterans Day
Thanksgiving Day	Christmas Day

SECURITY: The C&A requirements do not apply to this service requirement and a Security Accreditation Package is not required. Contractor personnel will have NO

access to VA sensitive information in their work/service area.

Attachment 2

WD 05-2059 (Rev.-17) was first posted on www.wdol.gov on 07/14/2015

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.: 2005-2059
Daniel W. Simms	Division of	Revision No.: 17
Director	Wage Determinations	Date Of Revision: 07/08/2015

Note: Executive Order (EO) 13658 establishes an hourly minimum wage of \$10.10 for 2015 that applies to all contracts subject to the Service Contract Act for which the solicitation is 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 \$10.10 (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

State: California

Area: California Counties of Marin, San Francisco, San Mateo

OCCUPATION NOTE:

Janitor: The rate for the Janitor occupation applies to Marin and San Mateo Counties Only. See Wage Determination 1974-1257 for wage rates and fringe benefits for San Francisco County.

Fringe Benefits Required Follow the Occupational Listing		
OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		17.92
01012 - Accounting Clerk II		20.12
01013 - Accounting Clerk III		22.50
01020 - Administrative Assistant		30.87
01040 - Court Reporter		27.93
01051 - Data Entry Operator I		15.38
01052 - Data Entry Operator II		16.78
01060 - Dispatcher, Motor Vehicle		29.13
01070 - Document Preparation Clerk		15.51
01090 - Duplicating Machine Operator		15.51
01111 - General Clerk I		15.87
01112 - General Clerk II		17.31
01113 - General Clerk III		19.60
01120 - Housing Referral Assistant		28.83
01141 - Messenger Courier		14.20
01191 - Order Clerk I		16.98
01192 - Order Clerk II		18.58
01261 - Personnel Assistant (Employment) I		19.80
01262 - Personnel Assistant (Employment) II		22.18
01263 - Personnel Assistant (Employment) III		24.69
01270 - Production Control Clerk		28.05
01280 - Receptionist		17.21
01290 - Rental Clerk		19.43
01300 - Scheduler, Maintenance		23.10

01311	- Secretary I	23.12
01312	- Secretary II	25.86
01313	- Secretary III	28.83
01320	- Service Order Dispatcher	28.67
01410	- Supply Technician	30.87
01420	- Survey Worker	22.72
01531	- Travel Clerk I	15.41
01532	- Travel Clerk II	17.34
01533	- Travel Clerk III	19.53
01611	- Word Processor I	20.77
01612	- Word Processor II	23.32
01613	- Word Processor III	26.09
05000	- Automotive Service Occupations	
05005	- Automobile Body Repairer, Fiberglass	24.75
05010	- Automotive Electrician	24.75
05040	- Automotive Glass Installer	21.60
05070	- Automotive Worker	24.75
05110	- Mobile Equipment Servicer	21.54
05130	- Motor Equipment Metal Mechanic	25.85
05160	- Motor Equipment Metal Worker	23.66
05190	- Motor Vehicle Mechanic	25.64
05220	- Motor Vehicle Mechanic Helper	20.21
05250	- Motor Vehicle Upholstery Worker	22.61
05280	- Motor Vehicle Wrecker	23.66
05310	- Painter, Automotive	24.75
05340	- Radiator Repair Specialist	23.66
05370	- Tire Repairer	17.44
05400	- Transmission Repair Specialist	25.85
07000	- Food Preparation And Service Occupations	
07010	- Baker	18.24
07041	- Cook I	16.43
07042	- Cook II	20.06
07070	- Dishwasher	12.45
07130	- Food Service Worker	12.45
07210	- Meat Cutter	18.24
07260	- Waiter/Waitress	13.50
09000	- Furniture Maintenance And Repair Occupations	
09010	- Electrostatic Spray Painter	21.82
09040	- Furniture Handler	15.17
09080	- Furniture Refinisher	21.82
09090	- Furniture Refinisher Helper	17.82
09110	- Furniture Repairer, Minor	19.37
09130	- Upholsterer	21.82
11000	- General Services And Support Occupations	
11030	- Cleaner, Vehicles	12.97
11060	- Elevator Operator	14.10
11090	- Gardener	23.78
11122	- Housekeeping Aide	14.89
11150	- Janitor	14.89
11210	- Laborer, Grounds Maintenance	18.29
11240	- Maid or Houseman	12.80
11260	- Pruner	17.19
11270	- Tractor Operator	21.58
11330	- Trail Maintenance Worker	18.29
11360	- Window Cleaner	16.07
12000	- Health Occupations	
12010	- Ambulance Driver	23.48
12011	- Breath Alcohol Technician	23.48
12012	- Certified Occupational Therapist Assistant	25.78
12015	- Certified Physical Therapist Assistant	27.94
12020	- Dental Assistant	21.98

12025	- Dental Hygienist	46.56
12030	- EKG Technician	27.59
12035	- Electroneurodiagnostic Technologist	27.59
12040	- Emergency Medical Technician	23.48
12071	- Licensed Practical Nurse I	23.14
12072	- Licensed Practical Nurse II	25.96
12073	- Licensed Practical Nurse III	29.04
12100	- Medical Assistant	20.98
12130	- Medical Laboratory Technician	23.05
12160	- Medical Record Clerk	21.00
12190	- Medical Record Technician	23.48
12195	- Medical Transcriptionist	20.55
12210	- Nuclear Medicine Technologist	45.90
12221	- Nursing Assistant I	13.66
12222	- Nursing Assistant II	15.35
12223	- Nursing Assistant III	16.75
12224	- Nursing Assistant IV	18.81
12235	- Optical Dispenser	22.64
12236	- Optical Technician	18.22
12250	- Pharmacy Technician	21.69
12280	- Phlebotomist	18.81
12305	- Radiologic Technologist	35.21
12311	- Registered Nurse I	43.85
12312	- Registered Nurse II	53.66
12313	- Registered Nurse II, Specialist	53.66
12314	- Registered Nurse III	64.90
12315	- Registered Nurse III, Anesthetist	64.90
12316	- Registered Nurse IV	77.80
12317	- Scheduler (Drug and Alcohol Testing)	34.02
13000	- Information And Arts Occupations	
13011	- Exhibits Specialist I	25.67
13012	- Exhibits Specialist II	31.80
13013	- Exhibits Specialist III	38.86
13041	- Illustrator I	24.07
13042	- Illustrator II	29.81
13043	- Illustrator III	36.48
13047	- Librarian	35.64
13050	- Library Aide/Clerk	20.80
13054	- Library Information Technology Systems Administrator	31.06
13058	- Library Technician	26.04
13061	- Media Specialist I	22.42
13062	- Media Specialist II	25.08
13063	- Media Specialist III	27.96
13071	- Photographer I	20.39
13072	- Photographer II	22.81
13073	- Photographer III	28.23
13074	- Photographer IV	34.56
13075	- Photographer V	41.81
13110	- Video Teleconference Technician	23.30
14000	- Information Technology Occupations	
14041	- Computer Operator I	19.80
14042	- Computer Operator II	22.18
14043	- Computer Operator III	24.69
14044	- Computer Operator IV	27.43
14045	- Computer Operator V	30.39
14071	- Computer Programmer I	(see 1) 27.62
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		19.80
14160 - Personal Computer Support Technician		27.43
15000 - Instructional Occupations		
15010 - Aircrew Training Devices Instructor (Non-Rated)		36.97
15020 - Aircrew Training Devices Instructor (Rated)		44.74
15030 - Air Crew Training Devices Instructor (Pilot)		53.36
15050 - Computer Based Training Specialist / Instructor		36.97
15060 - Educational Technologist		32.03
15070 - Flight Instructor (Pilot)		53.36
15080 - Graphic Artist		31.77
15090 - Technical Instructor		28.46
15095 - Technical Instructor/Course Developer		34.82
15110 - Test Proctor		22.97
15120 - Tutor		22.97
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations		
16010 - Assembler		10.71
16030 - Counter Attendant		10.71
16040 - Dry Cleaner		14.57
16070 - Finisher, Flatwork, Machine		10.71
16090 - Presser, Hand		10.71
16110 - Presser, Machine, Drycleaning		10.71
16130 - Presser, Machine, Shirts		10.71
16160 - Presser, Machine, Wearing Apparel, Laundry		10.71
16190 - Sewing Machine Operator		15.86
16220 - Tailor		17.13
16250 - Washer, Machine		12.01
19000 - Machine Tool Operation And Repair Occupations		
19010 - Machine-Tool Operator (Tool Room)		22.84
19040 - Tool And Die Maker		26.94
21000 - Materials Handling And Packing Occupations		
21020 - Forklift Operator		19.56
21030 - Material Coordinator		28.05
21040 - Material Expediter		28.05
21050 - Material Handling Laborer		16.69
21071 - Order Filler		15.60
21080 - Production Line Worker (Food Processing)		19.56
21110 - Shipping Packer		17.79
21130 - Shipping/Receiving Clerk		17.79
21140 - Store Worker I		14.54
21150 - Stock Clerk		20.01
21210 - Tools And Parts Attendant		19.56
21410 - Warehouse Specialist		19.56
23000 - Mechanics And Maintenance And Repair Occupations		
23010 - Aerospace Structural Welder		30.51
23021 - Aircraft Mechanic I		29.02
23022 - Aircraft Mechanic II		30.51
23023 - Aircraft Mechanic III		31.80
23040 - Aircraft Mechanic Helper		21.20
23050 - Aircraft, Painter		25.78
23060 - Aircraft Servicer		24.55
23080 - Aircraft Worker		26.05
23110 - Appliance Mechanic		22.85
23120 - Bicycle Repairer		18.57
23125 - Cable Splicer		30.82
23130 - Carpenter, Maintenance		26.08
23140 - Carpet Layer		25.09
23160 - Electrician, Maintenance		37.22
23181 - Electronics Technician Maintenance I		30.54
23182 - Electronics Technician Maintenance II		32.27

23183	- Electronics Technician Maintenance III	34.02
23260	- Fabric Worker	24.18
23290	- Fire Alarm System Mechanic	26.76
23310	- Fire Extinguisher Repairer	23.32
23311	- Fuel Distribution System Mechanic	30.15
23312	- Fuel Distribution System Operator	23.74
23370	- General Maintenance Worker	22.50
23380	- Ground Support Equipment Mechanic	29.02
23381	- Ground Support Equipment Servicer	24.55
23382	- Ground Support Equipment Worker	26.05
23391	- Gunsmith I	23.32
23392	- Gunsmith II	26.46
23393	- Gunsmith III	29.48
23410	- Heating, Ventilation And Air-Conditioning Mechanic	28.32
23411	- Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	29.77
23430	- Heavy Equipment Mechanic	30.65
23440	- Heavy Equipment Operator	33.19
23460	- Instrument Mechanic	32.04
23465	- Laboratory/Shelter Mechanic	27.92
23470	- Laborer	16.00
23510	- Locksmith	21.82
23530	- Machinery Maintenance Mechanic	28.28
23550	- Machinist, Maintenance	27.28
23580	- Maintenance Trades Helper	16.99
23591	- Metrology Technician I	32.04
23592	- Metrology Technician II	33.68
23593	- Metrology Technician III	35.11
23640	- Millwright	32.38
23710	- Office Appliance Repairer	23.08
23760	- Painter, Maintenance	25.25
23790	- Pipefitter, Maintenance	31.65
23810	- Plumber, Maintenance	31.31
23820	- Pneudraulic Systems Mechanic	29.48
23850	- Rigger	27.83
23870	- Scale Mechanic	26.46
23890	- Sheet-Metal Worker, Maintenance	31.09
23910	- Small Engine Mechanic	21.21
23931	- Telecommunications Mechanic I	28.12
23932	- Telecommunications Mechanic II	29.56
23950	- Telephone Lineman	26.27
23960	- Welder, Combination, Maintenance	23.20
23965	- Well Driller	29.15
23970	- Woodcraft Worker	29.48
23980	- Woodworker	22.11
24000	- Personal Needs Occupations	
24570	- Child Care Attendant	13.57
24580	- Child Care Center Clerk	17.26
24610	- Chore Aide	11.44
24620	- Family Readiness And Support Services Coordinator	19.02
24630	- Homemaker	17.13
25000	- Plant And System Operations Occupations	
25010	- Boiler Tender	38.18
25040	- Sewage Plant Operator	32.79
25070	- Stationary Engineer	38.18
25190	- Ventilation Equipment Tender	27.90
25210	- Water Treatment Plant Operator	32.79
27000	- Protective Service Occupations	
27004	- Alarm Monitor	28.75

27007	- Baggage Inspector	14.34
27008	- Corrections Officer	38.39
27010	- Court Security Officer	39.43
27030	- Detection Dog Handler	25.35
27040	- Detention Officer	38.39
27070	- Firefighter	36.20
27101	- Guard I	14.34
27102	- Guard II	25.35
27131	- Police Officer I	42.92
27132	- Police Officer II	47.21
28000	- Recreation Occupations	
28041	- Carnival Equipment Operator	15.59
28042	- Carnival Equipment Repairer	16.60
28043	- Carnival Equipment Worker	12.45
28210	- Gate Attendant/Gate Tender	18.04
28310	- Lifeguard	13.82
28350	- Park Attendant (Aide)	20.19
28510	- Recreation Aide/Health Facility Attendant	15.30
28515	- Recreation Specialist	21.02
28630	- Sports Official	16.07
28690	- Swimming Pool Operator	22.07
29000	- Stevedoring/Longshoremen Occupational Services	
29010	- Blocker And Bracer	29.10
29020	- Hatch Tender	29.10
29030	- Line Handler	29.10
29041	- Stevedore I	27.42
29042	- Stevedore II	30.75
30000	- Technical Occupations	
30010	- Air Traffic Control Specialist, Center (HFO) (see 2)	42.35
30011	- Air Traffic Control Specialist, Station (HFO) (see 2)	29.20
30012	- Air Traffic Control Specialist, Terminal (HFO) (see 2)	32.16
30021	- Archeological Technician I	23.47
30022	- Archeological Technician II	27.80
30023	- Archeological Technician III	34.44
30030	- Cartographic Technician	34.44
30040	- Civil Engineering Technician	31.67
30061	- Drafter/CAD Operator I	24.86
30062	- Drafter/CAD Operator II	27.80
30063	- Drafter/CAD Operator III	30.99
30064	- Drafter/CAD Operator IV	38.15
30081	- Engineering Technician I	18.90
30082	- Engineering Technician II	21.22
30083	- Engineering Technician III	23.73
30084	- Engineering Technician IV	29.40
30085	- Engineering Technician V	35.98
30086	- Engineering Technician VI	43.51
30090	- Environmental Technician	27.51
30210	- Laboratory Technician	23.42
30240	- Mathematical Technician	35.89
30361	- Paralegal/Legal Assistant I	23.52
30362	- Paralegal/Legal Assistant II	29.13
30363	- Paralegal/Legal Assistant III	35.65
30364	- Paralegal/Legal Assistant IV	43.11
30390	- Photo-Optics Technician	35.89
30461	- Technical Writer I	26.03
30462	- Technical Writer II	31.72
30463	- Technical Writer III	38.31
30491	- Unexploded Ordnance (UXO) Technician I	26.92
30492	- Unexploded Ordnance (UXO) Technician II	32.56
30493	- Unexploded Ordnance (UXO) Technician III	39.03
30494	- Unexploded (UXO) Safety Escort	26.92

30495 - Unexploded (UXO) Sweep Personnel	26.92
30620 - Weather Observer, Combined Upper Air Or Surface Programs	(see 2) 30.99
30621 - Weather Observer, Senior	(see 2) 32.89
31000 - Transportation/Mobile Equipment Operation Occupations	
31020 - Bus Aide	14.39
31030 - Bus Driver	20.01
31043 - Driver Courier	17.77
31260 - Parking and Lot Attendant	12.49
31290 - Shuttle Bus Driver	19.22
31310 - Taxi Driver	15.44
31361 - Truckdriver, Light	19.22
31362 - Truckdriver, Medium	20.64
31363 - Truckdriver, Heavy	22.39
31364 - Truckdriver, Tractor-Trailer	22.39
99000 - Miscellaneous Occupations	
99030 - Cashier	13.32
99050 - Desk Clerk	13.67
99095 - Embalmer	25.13
99251 - Laboratory Animal Caretaker I	15.27
99252 - Laboratory Animal Caretaker II	16.53
99310 - Mortician	29.47
99410 - Pest Controller	18.30
99510 - Photofinishing Worker	17.70
99710 - Recycling Laborer	25.19
99711 - Recycling Specialist	28.66
99730 - Refuse Collector	22.65
99810 - Sales Clerk	15.51
99820 - School Crossing Guard	13.75
99830 - Survey Party Chief	40.68
99831 - Surveying Aide	23.51
99832 - Surveying Technician	27.74
99840 - Vending Machine Attendant	15.59
99841 - Vending Machine Repairer	18.24
99842 - Vending Machine Repairer Helper	15.59

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$4.27 per hour or \$170.80 per week or \$740.13 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 5 years, and 4 weeks after 12 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 8percent 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.