

# ATTACHMENT I

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## **SECTION A**

*Reserved*

## SECTION B

### B.1 CONTRACT ADMINISTRATION DATA

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

a. CONTRACTOR: Name & Position Title: \_\_\_\_\_  
Company Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone Number: \_\_\_\_\_  
Email Address: \_\_\_\_\_

b. GOVERNMENT: Jennelyn Peters – Contracting Officer  
Department of Veterans Affairs  
VISN 22 - Network Contracting Office (00262)  
3350 La Jolla Drive, Bldg. 27  
San Diego, CA 92161  
Telephone no.: 858-626-8768  
Email: Jennelyn.peters@va.gov

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

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

3. INVOICES: Invoices shall be submitted in arrears:

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

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

- Tungsten e-Invoice Setup Information: 1-877-489-6135
- Tungsten e-Invoice email: [VA.Registration@Tungsten-Network.com](mailto:VA.Registration@Tungsten-Network.com)
- FSC e-Invoice Contact Information: 1-877-353-9791
- FSC e-invoice email: [vafscshd@va.gov](mailto:vafscshd@va.gov)

## B.2 SCHEDULE OF SUPPLIES/SERVICES AND PRICES/COSTS

### 1. PRICING OF SERVICES:

**PERIOD OF PERFORMANCE: 01/01/2017 – 12/31/2017**

CLIN	DESCRIPTION OF SERVICES	QTY	UNIT	UNIT PRICE	TOTAL AMOUNT
0001	Valet Parking Services for 600 Parking Spaces	12	MO	\$	\$
GRAND TOTAL					\$

### B.3 DESCRIPTION/SPECIFICATIONS/PERFORMANCE WORK STATEMENT

1. **SCOPE OF WORK:** The Contractor shall furnish all qualified personnel, labor, materials, maintenance, security and supervision necessary to provide valet parking services for VA San Diego Healthcare System (VASDHS) at 3350 La Jolla Village Drive, San Diego, CA 92161.
2. **TYPE OF CONTRACT:** The Government intends to issue a single award firm-fixed price contract in accordance with FAR Part 13.5.
3. **PERIOD OF PERFORMANCE:** January 1, 2017 through December 31, 2017
4. **PLACE OF PERFORMANCE:** All work to be performed shall be accomplished at the Contractor's facility located at:

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#### 5. SPECIFIC REQUIREMENTS:

##### 5.1 Parking Facility

- (a) The Contractor shall provide a parking facility capable of accommodating six hundred (600) vehicles.
- (b) The parking facility shall be within a ten (10)-driving miles from the VASDHS. Access to the parking facility shall be granted for VASDHS twenty four (24) hours a day, seven (7) days a week, three hundred sixty five (365) days a year.
- (c) The Contractor shall provide ten (10) parking spaces clearly marked for handicapped parking within the facility.
- (d) Driving lanes and all parking spaces shall be clearly marked by the Contractor. There shall be no loose gravel or potholes in the entire parking facility.
- (e) The parking facility shall not have a control barrier arm or machine that issue tickets upon entry or exit.
- (f) The Contractor shall provide a parking facility with a designated waiting area that provides protection from the sun, wind and rain for a minimum, but not limited to ten (10) people.
- (g) The parking facility shall be luminous and monitored by the Contractor's parking lot attendant to prevent and detect unauthorized access, theft and vandalism twenty four (24) hours a day, seven (7) days a week, three hundred sixty five (365) days a year.

- (h) The Contractor shall operate the parking lot in conformance with current federal, state, local codes and ordinances, including, but not limited to fire and life safety, accessibility, and seismic protection as applicable.
- (i) The Contractor shall keep a daily log of spaces used. The log shall be readily available to VASDHS for review, certification of invoices and planning purposes.

## **5.2 Valet Parking Specifications:**

- (a) The Contractor shall provide valet parking services for six hundred vehicles.
- (b) The Contractor shall not have any customer wait more than ten (10) minutes to be valet-parked, nor more than ten (10) minutes for the vehicles to be retrieved.
- (c) The Contractor shall staff the valet parking operation with an appropriate number of employees as required for efficient and safe operation. There shall be greeters at the parking booth at all times during operation and shall not be included in the staffing for parking vehicles, unless approved by the Contracting Officer Representative (COR). Any increase in the number of valet parking personnel necessary to meet the ten (10) minute retrieval requirement for the vehicles shall be provided by the Contractor at no additional cost to the Government.
- (d) The parking booth shall be monitored through the workday by a Supervisor or Contractor's Staff and shall never be left unattended.
- (e) Tipping shall not be accepted by Contractor personnel. Acceptance of tips, monetary or otherwise, by Contractor personnel will not be tolerated.

- 6. CONTRACTOR PERSONNEL:** The personnel working under the requirements specified herein shall not be considered VA employees for any purpose and shall be considered employees of the Contractor. Any overtime or holiday pay that may be entitled to the Contractor's employees shall be the sole responsibility of the Contractor and shall **not** be billed to nor reimbursed by the Government. The Contractor shall also be responsible providing the following to their employees:

1. Worker's compensation;
2. Professional liability insurance;
3. Health examination;
4. Income tax withholding, and
5. Social security payments.

- (a) All drivers shall be age of twenty-one (21) years or older and shall maintain neat, clean and professional appearance. Drivers shall be licensed in accordance with the State of California.
- (b) Valet personnel shall not have any violations of Driving under the Influence (DUI) offenses on driving record.
- (c) Contractor personnel shall speak and read English fluently.

- (d) The Contractor shall demonstrate professionalism, courtesy and sensitivity toward veteran beneficiaries at all times.

## **7. QUALITY ASSURANCE:**

- (a) The Contractor shall perform services in accordance with the ethical, professional and technical standards with regulations and procedures. Contractor shall be responsible for the cleanliness and security of the parking lot which shall be inspected by the COR.
- (b) The Contractor is solely responsible for meeting any current or future requirements approvals or certifications as may be levied by applicable legal, regulatory, accrediting body, governing body, and/or local/state/federal requirements as required by law. Due to continuous regulatory changes in both federal and state laws, the contractor shall be in compliance of new regulations within thirty (30) calendar days of notification.
- (c) The Contractor shall comply with all applicable Federal, State, and local requirements regarding workers' health and safety. The requirements include, but are not limited to those found in Federal and State Occupational Safety and Health Act (OSHA) statutes and regulations, such as applicable provisions of Title 29, Code of Federal Regulations (CFR), Parts 1910 and 1926, NFPA 70E, Article 130.7 29 CFR 1910.132(d)(1)(iii), 29CFR1910.137.

## **8. CHANGES:**

The Contractor is advised that **only** the Contracting Officer, acting within the scope of the contract has the authority to make changes which may affect the contract terms and conditions, quality, quantity, price, and/or delivery. It is highly encouraged and advised that the Contractor contact the Contracting Officer for approval in the event there are changes prior to proceeding. No other individual has the authority to make this binding changes and/or commitments.

In the event that the Contractor commits to such changes at the direction of any person other than the Contracting Officer, the changes shall be considered to have been made without proper authority and no adjustment shall be made in contract price to cover any increase in costs incurred as a result thereof.



## **B.4 SPECIAL CONTRACT REQUIREMENTS**

### **1. LIMITATIONS ON SUBCONTRACTING-- MONITORING AND COMPLIANCE (JUN 2011)**

This solicitation includes FAR 52.219-14 Limitations on Subcontracting. Accordingly, any contract resulting from this solicitation will include this clause. The contractor is advised in performing contract administration functions, the CO may use the services of a support contractor(s) retained by VA to assist in assessing the contractor's compliance with the limitations on subcontracting or percentage of work performance requirements specified in the clause. To that end, the support contractor(s) may require access to contractor's offices where the contractor's business records or other proprietary data are retained and to review such business records regarding the contractor's compliance with this requirement. All support contractors conducting this review on behalf of VA will be required to sign an "Information Protection and Non-Disclosure and Disclosure of Conflicts of Interest Agreement" to ensure the contractor's business records or other proprietary data reviewed or obtained in the course of assisting the CO in assessing the contractor for compliance are protected to ensure information or data is not improperly disclosed or other impropriety occurs. Furthermore, if VA determines any services the support contractor(s) will perform in assessing compliance are advisory and assistance services as defined in FAR 2.101, Definitions, the support contractor(s) must also enter into an agreement with the contractor to protect proprietary information as required by FAR 9.505-4, obtaining access to proprietary information, paragraph (b). The contractor is required to cooperate fully and make available any records as may be required to enable the CO to assess the contractor's compliance with the limitations on subcontracting or percentage of work performance requirement.

### **2. CONTRACTING OFFICER REPRESENTATIVE (COR):** A COR will be delegated to assist the Contracting Officer in the administration and monitoring of the resulting contract. A Delegation of Authority letter issued to the COR, a copy of which will be sent to the Contractor, will state the responsibilities and limitations of the COR. The COR is not authorized to change any of the terms and conditions of the resulting order.

### **3. IDENTIFICATION OF CONTRACTOR EMPLOYEES:**

(a) The parties agree that the Contractor personnel when the resulting contract will be performed shall not be considered VA employees for any purpose and shall be considered employees of the Contractor. All Contractor personnel assigned to the performance of the resulting contract shall wear a Contractor provided uniform that clearly identifies the individual as a Contractor.

(b) **Display of ID Badges:** Contractor personnel shall wear the ID badge at all times during contract performance at the Contractor site, including while attending Government meetings and conferences that may take place within or outside the Government facility. Unless otherwise specified in the contract, each Contractor employee shall wear the ID badge in a conspicuous place on the front of exterior clothing and above the waist except when safety or health reasons prohibit such placement. I.D. badge must have picture identification, name of the individual and the represented company depicted on it.

- (c) **Contractor's Personnel:** The Contractor shall provide a representative who shall be responsible for routine liaison in the performance and administration of the resulting contract. In addition, the representative shall act as the primary point of contact (POC) between the Contracting Officer and the Contractor. The representative shall have full authority to act on behalf of the Contractor on all matters relating to daily operations of contract performance. An alternate POC shall also be designated. The Contractor shall provide the names and telephone numbers of the POC(s) on the space below:

<b>Primary POC:</b>	
<b>Position Title:</b>	
<b>Telephone no.:</b>	
<b>Email Address:</b>	
<b>Alternate POC:</b>	
<b>Position Title:</b>	
<b>Telephone no.:</b>	
<b>Email Address:</b>	

- (d) **Standards of Conduct:** The Contractor shall present a neat, well-groomed, professional appearance at all times. The Contractor personnel shall not wear sandals, flip-flop style footwear, or open toed shoes.

Alcohol/Drug use in the workplace will not be tolerated. Any Contractor/sub-contractor found to be under the influence of, consuming, or using alcohol or drugs while on duty will be subject to administrative action from the Contracting Officer, which may include contract termination.

The Contractor shall ensure that all Contractor personnel have met qualifying criteria, including health requirements and current and valid licenses and certifications. Ultimately, the decision to accept or reject Contractor personnel rests with the Contracting Officer. Non-acceptance of contract personnel does not relieve the Contractor from satisfying and fulfilling the contract requirements.

The Government reserves the right to refuse acceptance of Contractor personnel whose personal or professional conduct jeopardizes patient care or interferes with the operation of the facility. Breaches of conduct include intoxication or debilitation resulting from drug use, theft, patient abuse, dereliction or negligence in performing directed tasks, or other abuse, or other conduct resulting in formal complaints by patients or other staff members to designated Government Representatives. Standards for conduct shall mirror those prescribed by current Federal Personnel Regulations.

4. **ADMINISTRATION FUNCTIONS AND ATTENDANCE AT MEETINGS:** If and when requested by the Government, Contractor Personnel shall perform services to include, but not limited to, attendance and participation in meetings, professional staff conferences, other appropriate professional activities, assist with performance improvement activities and interface with the VA Medical Office or designee.

- 5. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT:** Contractor shall take reasonable measures to ensure patient privacy and confidentiality. The Contract service providers herein agree to take all reasonable precautions to safeguard patient information. Contractor shall ensure that no patient information of any type shall be given to outside parties, agencies or organizations of any type.

The Contractor must understand that all parties are bound by the conditions of the “Health Insurance Portability and Accountability Act of 1996” which provides guidance on the protection of patient privacy and confidentiality. This act mandates that all government agencies and those bodies with whom they contract must be in compliance with the directive of the Act. Details or the Act are still under development by the Congress of the United States. Should additional requirements be set by Congress, a duly executed modification will be executed by the Contracting Officer.

**6. CONTRACTOR SECURITY REQUIREMENTS:**

- (a) The Office of Security and Law Enforcement provides Department-wide policy on the assignment of appropriate position sensitivity designations associated with Department of Veterans Affairs (VA) positions involving national security and public trust responsibilities, and on the level of background investigations required for applicants for, and incumbents of, those positions.

IAW VA 0710 Handbook, appointees and contract personnel appointed to Low/Moderate/High Risk positions must be subjects of a background investigation conducted by OPM and receive a favorable adjudication from the VA Office of Security and Law Enforcement to ensure compliance with such policy. If such investigation has not been completed prior to contract commencement, the Contractor shall be responsible for the actions of those individuals performing under the contract.

Should the contract require Contractor’s personnel to maintain U.S. citizenship, the Contractor shall be responsible for compliance. Regardless of U.S. citizenship requirements, Contractor’s personnel are required to read, write, speak, and understand the English language, unless otherwise specified herein or agreed to by the Government. The level of sensitivity shall be determined by the Government on the basis of the type of access required.

The Contractor shall be required to furnish all applicable employee information required to conduct the investigation, such as, but not limited to, the name, address, and social security number of the Contractor’s personnel. The VA will provide all the necessary instructions and guidance for submission of the documents required to conduct the background investigation. Background investigations shall not be required for contract personnel assigned to Low Risk/Non-sensitive positions for 180 days or less under a single contract or series of contracts. However, a Security Access Clearance (SAC) background screening will be required for appropriate preliminary checks IAW VA Directive 0710.

- (b) **Background Screening:** In accordance with VHA Directive 0710 all Contractor personnel providing services under this resulting contract shall be subject to a background screening and must receive favorable adjudication from the VA prior to contract performance. The

level of screening for this resulting contract is: **Special Agreement Check (SAC)**. Any employee whose background investigation yields unfavorable results shall be removed immediately from performance under this resulting contract. In the event the screening is not completed prior to contract performance, the Contractor shall be responsible for the actions of those individuals performing under the contract.

- (c) Contractors, contract personnel, subcontractors, and subcontractor personnel shall be subject to the same Federal laws, regulations, standards, and VA Directives and Handbooks as VA and VA personnel regarding VA information and information system security.

**7. INSURANCE LIABILITY:** Prior to commencement of work to be performed, the Contractor shall furnish an insurance certificate indicating that the coverage outlined in paragraphs a and b have been obtained and that it may not be changed or canceled without a guaranteed thirty (30) day notice to the CO.

- (a) The Contractor shall maintain Workers Compensation and Employee's Public Liability Insurance in accordance with the laws of California.
- (b) The Contractor shall comply with all applicable Federal and State laws regarding liability for the injury or death of an employee in performing the work under this contract and shall hold the Government harmless against any or all loss, cost, damage, claim expense or liability for accident or injury to persons or property occurring in the performance of this contract.

**8. SAFETY AND FIRE PREVENTION:** In the performance of the resulting contract, the Contractor shall take such safety precautions as necessary to protect the lives and health of the occupants of the building. Fire and safety deficiencies, which exist and are part of the responsibility of the Contractor, shall be immediately corrected. If the Contractor fails or refuses to correct deficiencies promptly, the CO may issue an order stopping all, or any part, of the work. The Contractor shall comply with applicable Federal, State, and VA safety and fire regulations and codes, which are in effect during the performance period of the contract. The Contractor personnel shall follow applicable facility policies concerning fire/disaster programs.

## **9. OTHER REQUIREMENTS**

- (a) **VA Policy:** Possession of weapons is prohibited. Enclosed containers, including tool kits, are subject to search. Violations of VA regulations may result in citations answerable in the United States (Federal) District Court.
- (b) **Smoking Policy:** Smoking shall be permitted only in designated areas provided by the Contractor.

## B.5 INSPECTION AND ACCEPTANCE

### QUALITY ASSURANCE SURVEILLANCE PLAN

- 1. INTRODUCTION:** This quality assurance surveillance plan (QASP) is pursuant to the requirements listed in Section C Description/specifications/performance work statement. This plan sets forth the procedures and guidelines VA San Diego Healthcare Systems (VASDHS) will use in ensuring the required performance standards or services levels are achieved by the Contractor.
- 2. PURPOSE:** The purpose of the QASP is to describe the systematic methods used to monitor performance and to identify the required documentation and the resources to be employed. The QASP provides a means for evaluating whether the Contractor is meeting the performance standards/quality levels identified in the SOW and the Contractor's quality control plan, and to ensure that the Government pays only for the level of services received.

This QASP defines the roles and responsibilities of all members involved; identify the performance objectives; define the methodologies used to monitor and evaluate the Contractor's performance; describes quality assurance documentation requirements and; describes the analysis of quality assurance monitoring results.

- 3. PERFORMANCE MANAGEMENT APPROACH:** The SOW structures the acquisition around "what" service or quality level is required, as opposed to "how" the Contractor should perform the work (i.e., results, not compliance). This QASP will define the performance management approach by VASDHS to monitor and manage the Contractor's performance to ensure the expected outcomes or performance objectives communicated in the SOW are achieved.
- 4. PERFORMANCE MANAGEMENT STRATEGY:** The Contractor is responsible for the quality of all work performed. The Contractor measures that quality through the Contractor's own quality control (QC) program. QC is work output, not workers, and therefore includes all work performed under the resultant contract regardless of whether the work is performed by Contractor employees or by subcontractors. The Contractor's QCP will set forth the staffing and procedures for self-inspecting the quality, timeliness, responsiveness, customer satisfaction, and other performance requirements in the SOW. The Contractor will develop and implement a performance management system with processes to assess and report its performance to the designated Government representative.

The Government representative(s) will monitor performance and review performance reports furnished by the Contractor to determine how the Contractor is performing against communicated performance objectives. The Government will make determination regarding incentives based on performance measurement metric data and notify the contractor of those decisions. The Contractor will be responsible for making required changes in processes and practices to ensure performance is managed effectively.

### 5. ROLES AND RESPONSIBILITIES

(a) **Contracting Officer (CO):** The CO is responsible for monitoring contract compliance, contract administration, and cost control and for resolving any differences between the observations documented by the COR and the Contractor. The CO will designate a COR as the Government authority for performance management. The number of additional representatives serving as technical inspectors depends on the complexity of the services measured, as well as the contractor's performance, and must be identified and designated by the CO.

(b) **Contracting Officer's Representative (COR):** The COR is designated in writing by the CO to act as his or her authorized representative to assist in administering a contract. COR limitations are contained in the written appointment letter. The COR is responsible for technical administration of the project and ensures proper Government surveillance of the Contractor's performance. The COR is not empowered to make any contractual commitments or to authorize any contractual changes on the Government's behalf. Any changes that the Contractor deems may affect contract price, terms, or conditions shall be referred to the CO for action. The COR will have the responsibility for completing the QA Monitoring Form, see Attachment 1 listed Section J, used to document the inspection and evaluation of the contractor's work performance.

## **6. IDENTIFICATION OF REQUIRED PERFORMANCE STANDARDS/QUALITY**

**LEVELS:** The required performance standards and/or quality levels are included in the SOW and in Section E, Table 9.1 Performance Requirements Summary. If the Contractor meets the required service or performance level, it will be paid the monthly amount agreed on in the resultant contract and will receive recommendation for exercising options. Failure to meet the required service or performance level will result in low performance ratings and possible recommendation not to exercise option.

## **7. METHODOLOGIES TO MONITOR PERFORMANCE**

(a) **Surveillance Techniques:** In an effort to minimize the performance management burden, simplified surveillance methods shall be used by the Government to evaluate Contractor performance when appropriate. The primary methods of surveillance are:

(i) **Random monitoring**, which shall be performed by the COR/COR designated inspector.

(ii) **Periodic Inspection** – Independent Contractor shall perform the periodic inspection on an annual basis and report findings to CO and COR.

(b) **Acceptable Quality Levels:** The acceptable quality levels (AQLs) included in Performance Requirements Summary in Section E, Table 9.1, for Contractor performance are structured to allow the Contractor to manage how the work is performed while providing negative incentives for performance shortfalls. The desired performance level is established at 100 percent and no deviation.

## **8. QUALITY ASSURANCE DOCUMENTATION**

(a) **The Performance Management Feedback:** The performance management feedback begins with the communication of expected outcomes. Performance standards are

expressed in the SOW and assessed using the performance monitoring techniques shown in Section E, Table 9.1.

- (b) **Monitoring Forms:** The Government's QA surveillance, to be accomplished by the COR, will be reported using the monitoring forms in Attachment 1 - QA Monitoring Form listed in Section J. The form, when completed, will document the Government's assessment of the Contractor's performance under the contract to ensure that the required results and acceptable quality levels are being achieved. The COR will retain a copy of all completed QA surveillance forms and any related documentation.

## 9. ANALYSIS OF QUALITY ASSURANCE ASSESSMENT

- (a) **Determining Performance:** Government will use the monitoring methods cited to determine whether the performance standards/service levels have been met. If the Contractor has not met the minimum requirements, it may be asked to develop a corrective action plan to show how and by what date it intends to bring performance up to the required levels.
- (b) **Reviews and Resolution:** The Government should document positive performance. Any report may become a part of the supporting documentation for any contractual action. The COR must coordinate and communicate with the Contractor to resolve issues and concerns regarding marginal or unacceptable performance. When unacceptable performance occurs, the COR shall inform the Contractor and the CO. This will normally be in writing unless circumstances necessitate verbal communication. In any case, the COR shall document the discussion and place it in the COR file.

*See next page for continuation of this section.*

**TABLE 9.1 - PERFORMANCE REQUIREMENTS SUMMARY**

REQUIRED TASKS	PERFORMANCE STANDARDS	AQL	METHODS OF SURVEILLANCE	INCENTIVE	
				POSITIVE	NEGATIVE
Maintenance of Parking Facility	In accordance with the SOW in Section C.	100% (no deviation)	COR Random Review	Recommendation for high performance ratings.	Low performance ratings.
Safety and Security Measures	In accordance with the SOW in Section C.	100% (no deviation)	COR Random Review	Recommendation for high performance ratings.	Low performance ratings.
Conformance with Applicable Laws	In accordance with the SOW in Section C.	100% (no deviation)	COR Random Review	Recommendation for high performance ratings.	Low performance ratings.
Timeliness of Valet Services	In accordance with the SOW in Section C.	100% (no deviation)	COR Random Review	Recommendation for high performance ratings.	Low performance ratings.
Staffing	In accordance with the SOW in Section C.	100% (no deviation)	COR Random Review	Recommendation for high performance ratings.	Low performance ratings.
Monitoring of Parking Booth	In accordance with the SOW in Section C.	100% (no deviation)	COR Random Review	Recommendation for high performance ratings.	Low performance ratings.
Professionalism of Staff	In accordance with the SOW in Section C.	100% (no deviation)	COR Random Review	Recommendation for high performance ratings.	Low performance ratings.



## **SECTION C - CONTRACT CLAUSES**

### **C.1 ADDENDUM TO FAR 52.212-4 CONTRACT TERMS AND CONDITIONS – COMMERCIAL ITEMS**

Clauses that are incorporated by reference (by Citation Number, Title, and Date), have the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The following clauses are incorporated into 52.212-4 as an addendum to this contract:

#### **C.1.1 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)**

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

(End of Clause)

#### **C.1.2 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)**

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

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

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

<http://farsite.hill.af.mil/>

#### **FAR Clauses**

- |           |  |
|-----------|--|
| 52.203-17 | Contractor Employee Whistleblower Rights and Requirements to Inform Employees of Whistleblower Rights (Apr 2014) |
| 52.204-4  | Printed or Copied Double-Sided Postconsumer Fiber Content Paper (May 2011)                                       |
| 52.204-9  | Personal Identity Verification of Contractor Personnel (Jan 2011)  |
| 52.204-18 | Commercial and Government Entity Code Maintenance (Jul 2016)   |
| 52.223-6  | Drug-Free Workplace (May 2011)   |
| 52.228-10 | Vehicular and General Public Liability Insurance (Apr 1984)  |
| 52.237-3  | Continuity of Services (Jan 1991)  |

#### **VAAR Clause**

- |            |   |
|------------|---|
| 852.203-71 | Display of Department of Veterans Affairs Hotline Poster (Dec 1992) |
|------------|---|

(End of Clause)

**C.1.3 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.1.4 VAAR 852.237-70 CONTRACTOR RESPONSIBILITIES (APR 1984)**

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

(End of Clause)

(End of Addendum to 52.212-4)

#### **C.2 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS—COMMERCIAL ITEMS (JUN 2016)**

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

- (1) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015)
- (2) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).
- (3) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Public Laws 108-77, 108-78 (19 U.S.C. 3805 note)).

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

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

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

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

X (4) 52.204-10, Reporting Executive compensation and First-Tier Subcontract Awards (Oct 2015) (Pub. L. 109-282) (31 U.S.C. 6101 note).

\_\_\_ (5) [Reserved]

X (6) 52.204-14, Service Contract Reporting Requirements (Jan 2014) (Pub. L. 111-117, section 743 of Div. C).

\_\_\_ (7) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (Jan 2014) (Pub. L. 111-117, section 743 of Div. C).

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

X (9) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (Jul 2013) (41 U.S.C. 2313).

\_\_\_ (10) [Reserved]

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

\_\_\_ (ii) Alternate I (Nov 2011) of 52.219-3.

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

\_\_\_ (ii) Alternate I (Jan 2011) of 52.219-4.

\_\_\_ (13) [Reserved]

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

\_\_\_ (ii) Alternate I (Nov 2011).

\_\_\_ (iii) Alternate II (Nov 2011).

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

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

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

X (16) 52.219-8, Utilization of Small Business Concerns (Oct 2014) (15 U.S.C. 637(d)(2) and (3)).

X (17) (i) 52.219-9, Small Business Subcontracting Plan (Oct 2015) (15 U.S.C. 637 (d)(4)).

\_\_\_ (ii) Alternate I (Oct 2001) of 52.219-9.

\_\_\_ (iii) Alternate II (Oct 2001) of 52.219-9.

\_\_\_ (iv) Alternate III (Oct 2015) of 52.219-9.

- \_\_\_ (18) 52.219-13, Notice of Set-Aside of Orders (Nov 2011) (15 U.S.C. 644(r)).
- X (19) 52.219-14, Limitations on Subcontracting (Nov 2011) (15 U.S.C. 637(a)(14)).
- X (20) 52.219-16, Liquidated Damages—Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).
- \_\_\_ (21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (Nov 2011) (15 U.S.C. 657f).
- X (22) 52.219-28, Post Award Small Business Program Representation (Jul 2013) (15 U.S.C. 632(a)(2)).
- \_\_\_ (23) 52.219-29, Notice of Set-Aside for, or Sole Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (Dec 2015) (15 U.S.C. 637(m)).
- \_\_\_ (24) 52.219-30, Notice of Set-Aside for, or Sole Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (Dec 2015) (15 U.S.C. 637(m)).
- X (25) 52.222-3, Convict Labor (June 2003) (E.O. 11755).
- X (26) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (Feb 2016) (E.O. 13126).
- X (27) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).
- X (28) 52.222-26, Equal Opportunity (Apr 2015) (E.O. 11246).
- X (29) 52.222-35, Equal Opportunity for Veterans (Oct 2015) (38 U.S.C. 4212).
- X (30) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C. 793).
- X (31) 52.222-37, Employment Reports on Veterans (Feb 2016) (38 U.S.C. 4212).
- X (32) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).
- X (33) (i) 52.222-50, Combating Trafficking in Persons (Mar 2015) (22 U.S.C. chapter 78 and E.O. 13627).
- \_\_\_ (ii) Alternate I (Mar 2015) of 52.222-50, (22 U.S.C. chapter 78 and E.O. 13627).
- X (34) 52.222-54, Employment Eligibility Verification (Oct 2015). (E. O. 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)
- \_\_\_ (35) (i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- \_\_\_ (ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- \_\_\_ (36) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (Jun 2016) (E.O.13693).
- \_\_\_ (37) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (Jun 2016) (E.O. 13693).

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

\_\_\_ (ii) Alternate I (Oct 2015) of 52.223-13.

\_\_\_ (39) (i) 52.223-14, Acquisition of EPEAT® -Registered Television (Jun 2014) (E.O.s 13423 and 13514).

\_\_\_ (ii) Alternate I (Jun 2014) of 52.223-14.

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

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

\_\_\_ (ii) Alternate I (Jun 2014) of 52.223-16.

X (42) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging while Driving (Aug 2011) (E.O. 13513).

\_\_\_ (43) 52.223-20, Aerosols (Jun 2016) (E.O. 13693).

\_\_\_ (44) 52.223-21, Foams (Jun 2016) (E.O. 13696).

\_\_\_ (45) 52.225-1, Buy American--Supplies (May 2014) (41 U.S.C. chapter 83).

\_\_\_ (46) (i) 52.225-3, Buy American--Free Trade Agreements--Israeli Trade Act (May 2014) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).

\_\_\_ (ii) Alternate I (May 2014) of 52.225-3.

\_\_\_ (iii) Alternate II (May 2014) of 52.225-3.

\_\_\_ (iv) Alternate III (May 2014) of 52.225-3.

\_\_\_ (47) 52.225-5, Trade Agreements (Feb 2016) (19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).

\_\_\_ (48) 52.225-13, Restrictions on Certain Foreign Purchases (Jun 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

\_\_\_ (49) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

\_\_\_ (50) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

\_\_\_ (51) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

\_\_\_ (52) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 4505), 10 U.S.C. 2307(f)).

\_\_\_ (53) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

\_\_\_ (54) 52.232-33, Payment by Electronic Funds Transfer— System for Award Management (Jul 2013) (31 U.S.C. 3332).

X (55) 52.232-34, Payment by Electronic Funds Transfer—Other Than System for Award Management (Jul 2013) (31 U.S.C. 3332).

\_\_\_ (56) 52.232-36, Payment by Third Party (May 2014) (31 U.S.C. 3332).

\_\_\_ (57) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

\_\_\_ (58) (i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631).

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

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

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

X (2) 52.222-41, Service Contract Labor Standards (May 2014) (41 U.S.C. chapter 67.).

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

X (4) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards -- Price Adjustment (Multiple Year and Option Contracts) (May 2014) (29 U.S.C.206 and 41 U.S.C. chapter 67).

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

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

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

X (8) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2015) (E.O. 13658).

\_\_\_ (9) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (May 2014) (42 U.S.C. 1792).

\_\_\_ (10) 52.237-11, Accepting and Dispensing of \$1 Coin (Sep 2008) (31 U.S.C. 5112(p)(1)).

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

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

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

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

(e)

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

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

(ii) 52.219-8, Utilization of Small Business Concerns (Oct 2014) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$700,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iii) 52.222-17, Nondisplacement of Qualified Workers (May 2014) (E.O. 13495). Flow down required in accordance with paragraph (1) of FAR clause 52.222-17.

(iv) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).

(v) 52.222-26, Equal Opportunity (Apr 2015) (E.O. 11246).

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

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

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

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

(x) 52.222-41, Service Contract Labor Standards (May 2014), (41 U.S.C. chapter 67).

(xi) \_\_\_\_ (A) 52.222-50, Combating Trafficking in Persons (Mar 2015) (22 U.S.C. chapter 78 and E.O. 13627).

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



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

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

(xiv) 52.222-54, Employment Eligibility Verification (Oct 2015) (E. O. 12989).

(xv) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2015).

(xvi) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

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

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

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

(End of Clause)

## SECTION D – LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS

### D.1 LIST OF ATTACHMENT

ATTACHMENT	TITLE	TOTAL PAGES
A	Quality Assurance Monitory Form	2
B	Wage Determination	11

## SECTION E – SOLICITATION PROVISIONS

### E.1 ADDENDUM TO FAR 52.212-1 INSTRUCTIONS TO OFFERORS – COMMERCIAL ITEMS (OCT 2015)

#### E.1.1 INFORMATION TO BE SUBMITTED

To ensure timely evaluation of offer, Offeror shall follow the instructions specified herein. Offer shall consist of price offer and other required documents as listed below. Response to this RFQ shall be completed and submitted in accordance with all terms, conditions, and specifications in this solicitation. Offeror is required to submit the following required documents:

LINE ITEM	REQUIRED DOCUMENTS	INSTRUCTIONS
1	Cover Sheet	Cover sheet must include: <ul style="list-style-type: none"><li>• Solicitation/RFQ number: VA262-17-Q-0120</li><li>• Company name, address, point-of-contact, phone and email address</li><li>• DUNS number</li></ul>
2	Section B.1 – Contract Administration Data	Offeror shall complete the table in Section B.1(1)(a) - Contractor.
3	Section B.2 – Supplies or Services and Price Cost	Offeror shall complete the table in Section B.2 (1) - Pricing of Services.
4	Section B.4 – Special Contract Requirements	Offeror shall complete the table in Section B.4(3)(c).
5	Address of Parking Facility	Offeror shall provide the complete address of the parking facility.
6	Amendment(s)	If solicitation is amended, the Offeror shall submit the SF30 and complete Block 8, 15A, 15B and 15C.

#### E.1.2 52.216-1 TYPE OF CONTRACT (APR 2016)

The Government contemplates award of a single award firm-fixed-price contract resulting from this solicitation.

(End of Provision)

#### E.1.3 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks

that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

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

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

<http://farsite.hill.af.mil/>

### **FAR Provisions**

52.204-16	Commercial and Government Entity Code Reporting (Jul 2016)
52.204-17	Ownership or Control of Offeror (Jul 2016)
52.209-7	Information Regarding Responsibility Matters (Jul 2013)
52.217-5	Evaluation of Options (Jul 1990)
52.233-2	Service of Protest (Sep 2006)

### **VAAR Provisions**

852.271-70	Nondiscrimination in Services Provided to Beneficiaries (Jan 2008)
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(End of Provision)

### **E.1.4 VAAR 852.233-70 PROTEST CONTENT/ALTERNATIVE DISPUTE RESOLUTION (JAN 2008)**

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

- (1) Include the name, address, fax number, and telephone number of the protester;
- (2) Identify the solicitation and/or contract number;
- (3) Include an original signed by the protester or the protester's representative and at least one copy;
- (4) Set forth a detailed statement of the legal and factual grounds of the protest, including a description of resulting prejudice to the protester, and provide copies of relevant documents;
- (5) Specifically request a ruling of the individual upon whom the protest is served;
- (6) State the form of relief requested; and
- (7) Provide all information establishing the timeliness of the protest.

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

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

(End of Provision)

#### **E.1.5 VAAR 852.270-1 REPRESENTATIVES OF CONTRACTING OFFICERS (JAN 2008)**

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

(End of Provision)

(End of Addendum to 52.212-1)

#### **E.2 ADDENDUM TO 52.212 EVALUATION – COMMERCIAL ITEMS (OCT 2014)**

The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government. **Award of this solicitation will be made based on price only. The Government will evaluate the Offeror's price offer for fairness and reasonableness.**

**ATTACHMENT A**  
**QUALITY ASSURANCE MONITORING**  
**FORM**

# QUALITY ASSURANCE MONITORING FORM

**SERVICE or STANDARD:** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**SURVEY PERIOD:** \_\_\_\_\_

**SURVEILLANCE METHOD (Check):**

☐ COR Random Review    ☐ 100% Inspection    ☐ Periodic Inspection    ☐ Customer Complaint**LEVEL OF SURVEILLANCE (Check):**

☐ Monthly      ☐ Quarterly      ☐ As needed

**PERCENTAGE OF ITEMS SAMPLED DURING SURVEY PERIOD:** \_\_\_\_\_ %

## ANALYSIS OF RESULTS:

**Observed Service Provider Performance Measurement Rate: \_\_\_\_\_%**

**Service Provider's Performance (Check):**

☐ Meets Standards

☐ Does Not Meet Standards

**Narrative of Performance During Survey Period:** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**PREPARED BY:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

**ATTACHMENT B**  
**WAGE DETERMINATION**



WD 15-5635 (Rev.-2) was first posted on www.wdol.gov on 07/26/2016

\*\*\*\*\*

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

Daniel W. Simms                      Division of  
Director                      Wage Determinations

Wage Determination No.: 2015-5635  
Revision No.: 2  
Date Of Revision: 07/20/2016

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.15 for calendar year 2016 applies to all contracts subject to the Service Contract Act for which the solicitation was issued on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.15 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2016. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

State: California

Area: California County of San Diego

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

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		15.82
01012 - Accounting Clerk II		17.75
01013 - Accounting Clerk III		19.86
01020 - Administrative Assistant		27.50
01035 - Court Reporter		21.08
01041 - Customer Service Representative I		14.16
01042 - Customer Service Representative II		15.91
01043 - Customer Service Representative III		17.37
01051 - Data Entry Operator I		15.00
01052 - Data Entry Operator II		16.37
01060 - Dispatcher, Motor Vehicle		19.16
01070 - Document Preparation Clerk		15.87
01090 - Duplicating Machine Operator		15.87
01111 - General Clerk I		13.54
01112 - General Clerk II		15.34
01113 - General Clerk III		17.22
01120 - Housing Referral Assistant		20.30
01141 - Messenger Courier		13.16
01191 - Order Clerk I		15.16
01192 - Order Clerk II		16.55
01261 - Personnel Assistant (Employment) I		18.29
01262 - Personnel Assistant (Employment) II		20.67
01263 - Personnel Assistant (Employment) III		23.10
01270 - Production Control Clerk		24.21
01290 - Rental Clerk		16.09
01300 - Scheduler, Maintenance		17.28
01311 - Secretary I		17.28
01312 - Secretary II		18.08
01313 - Secretary III		20.30
01320 - Service Order Dispatcher		17.60
01410 - Supply Technician		26.96
01420 - Survey Worker		19.16

01460 - Switchboard Operator/Receptionist	13.90
01531 - Travel Clerk I	13.51
01532 - Travel Clerk II	14.76
01533 - Travel Clerk III	16.21
01611 - Word Processor I	16.07
01612 - Word Processor II	18.04
01613 - Word Processor III	20.18
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	22.28
05010 - Automotive Electrician	22.37
05040 - Automotive Glass Installer	21.55
05070 - Automotive Worker	21.55
05110 - Mobile Equipment Servicer	19.83
05130 - Motor Equipment Metal Mechanic	23.16
05160 - Motor Equipment Metal Worker	21.55
05190 - Motor Vehicle Mechanic	22.75
05220 - Motor Vehicle Mechanic Helper	18.60
05250 - Motor Vehicle Upholstery Worker	20.75
05280 - Motor Vehicle Wrecker	21.55
05310 - Painter, Automotive	22.79
05340 - Radiator Repair Specialist	21.55
05370 - Tire Repairer	15.52
05400 - Transmission Repair Specialist	23.16
07000 - Food Preparation And Service Occupations	
07010 - Baker	12.40
07041 - Cook I	13.55
07042 - Cook II	14.94
07070 - Dishwasher	9.46
07130 - Food Service Worker	10.31
07210 - Meat Cutter	15.71
07260 - Waiter/Waitress	9.71
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	19.94
09040 - Furniture Handler	14.32
09080 - Furniture Refinisher	19.94
09090 - Furniture Refinisher Helper	16.57
09110 - Furniture Repairer, Minor	18.49
09130 - Upholsterer	19.94
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	12.96
11060 - Elevator Operator	12.96
11090 - Gardener	17.18
11122 - Housekeeping Aide	12.96
11150 - Janitor	12.96
11210 - Laborer, Grounds Maintenance	13.92
11240 - Maid or Houseman	10.38
11260 - Pruner	13.45
11270 - Tractor Operator	14.90
11330 - Trail Maintenance Worker	13.92
11360 - Window Cleaner	14.20
12000 - Health Occupations	
12010 - Ambulance Driver	18.34
12011 - Breath Alcohol Technician	20.17
12012 - Certified Occupational Therapist Assistant	28.39
12015 - Certified Physical Therapist Assistant	30.29
12020 - Dental Assistant	18.56
12025 - Dental Hygienist	44.04
12030 - EKG Technician	29.06
12035 - Electroneurodiagnostic Technologist	29.06
12040 - Emergency Medical Technician	18.34
12071 - Licensed Practical Nurse I	19.49
12072 - Licensed Practical Nurse II	21.81
12073 - Licensed Practical Nurse III	24.31

12100 - Medical Assistant	15.81
12130 - Medical Laboratory Technician	20.88
12160 - Medical Record Clerk	16.36
12190 - Medical Record Technician	18.19
12195 - Medical Transcriptionist	21.13
12210 - Nuclear Medicine Technologist	37.29
12221 - Nursing Assistant I	10.83
12222 - Nursing Assistant II	12.17
12223 - Nursing Assistant III	13.28
12224 - Nursing Assistant IV	14.90
12235 - Optical Dispenser	21.24
12236 - Optical Technician	16.53
12250 - Pharmacy Technician	17.41
12280 - Phlebotomist	15.77
12305 - Radiologic Technologist	33.46
12311 - Registered Nurse I	29.75
12312 - Registered Nurse II	35.92
12313 - Registered Nurse II, Specialist	35.92
12314 - Registered Nurse III	42.67
12315 - Registered Nurse III, Anesthetist	42.67
12316 - Registered Nurse IV	51.14
12317 - Scheduler (Drug and Alcohol Testing)	24.55
12320 - Substance Abuse Treatment Counselor	18.62
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	20.91
13012 - Exhibits Specialist II	25.91
13013 - Exhibits Specialist III	31.68
13041 - Illustrator I	21.12
13042 - Illustrator II	26.16
13043 - Illustrator III	32.00
13047 - Librarian	31.80
13050 - Library Aide/Clerk	14.59
13054 - Library Information Technology Systems Administrator	28.72
13058 - Library Technician	19.55
13061 - Media Specialist I	20.72
13062 - Media Specialist II	23.18
13063 - Media Specialist III	25.85
13071 - Photographer I	16.33
13072 - Photographer II	18.44
13073 - Photographer III	22.63
13074 - Photographer IV	27.68
13075 - Photographer V	33.49
13090 - Technical Order Library Clerk	18.32
13110 - Video Teleconference Technician	17.71
14000 - Information Technology Occupations	
14041 - Computer Operator I	17.02
14042 - Computer Operator II	19.04
14043 - Computer Operator III	21.22
14044 - Computer Operator IV	23.58
14045 - Computer Operator V	26.11
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	17.02
14160 - Personal Computer Support Technician	23.58
14170 - System Support Specialist	33.91
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	30.51

15020 - Aircrew Training Devices Instructor (Rated)	36.91
15030 - Air Crew Training Devices Instructor (Pilot)	44.25
15050 - Computer Based Training Specialist / Instructor	30.51
15060 - Educational Technologist	33.74
15070 - Flight Instructor (Pilot)	44.25
15080 - Graphic Artist	23.93
15085 - Maintenance Test Pilot, Fixed, Jet/Prop	42.74
15086 - Maintenance Test Pilot, Rotary Wing	42.74
15088 - Non-Maintenance Test/Co-Pilot	42.74
15090 - Technical Instructor	26.13
15095 - Technical Instructor/Course Developer	31.96
15110 - Test Proctor	21.83
15120 - Tutor	21.83
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations	
16010 - Assembler	9.99
16030 - Counter Attendant	9.99
16040 - Dry Cleaner	12.28
16070 - Finisher, Flatwork, Machine	9.99
16090 - Presser, Hand	9.99
16110 - Presser, Machine, Drycleaning	9.99
16130 - Presser, Machine, Shirts	9.99
16160 - Presser, Machine, Wearing Apparel, Laundry	9.99
16190 - Sewing Machine Operator	13.07
16220 - Tailor	13.83
16250 - Washer, Machine	10.71
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	21.93
19040 - Tool And Die Maker	25.80
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	18.88
21030 - Material Coordinator	24.21
21040 - Material Expediter	24.21
21050 - Material Handling Laborer	13.07
21071 - Order Filler	15.33
21080 - Production Line Worker (Food Processing)	18.88
21110 - Shipping Packer	14.99
21130 - Shipping/Receiving Clerk	14.99
21140 - Store Worker I	12.74
21150 - Stock Clerk	16.74
21210 - Tools And Parts Attendant	18.88
21410 - Warehouse Specialist	18.88
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	28.60
23019 - Aircraft Logs and Records Technician	23.06
23021 - Aircraft Mechanic I	27.56
23022 - Aircraft Mechanic II	28.60
23023 - Aircraft Mechanic III	29.62
23040 - Aircraft Mechanic Helper	20.10
23050 - Aircraft, Painter	24.71
23060 - Aircraft Servicer	23.06
23070 - Aircraft Survival Flight Equipment Technician	24.71
23080 - Aircraft Worker	24.07
23091 - Aircrew Life Support Equipment (ALSE) Mechanic I	24.07
23092 - Aircrew Life Support Equipment (ALSE) Mechanic II	27.56
23110 - Appliance Mechanic	20.66
23120 - Bicycle Repairer	15.52
23125 - Cable Splicer	28.71
23130 - Carpenter, Maintenance	22.28
23140 - Carpet Layer	18.15
23160 - Electrician, Maintenance	25.38
23181 - Electronics Technician Maintenance I	24.85

23182 - Electronics Technician Maintenance II	26.37
23183 - Electronics Technician Maintenance III	29.89
23260 - Fabric Worker	22.88
23290 - Fire Alarm System Mechanic	23.50
23310 - Fire Extinguisher Repairer	21.43
23311 - Fuel Distribution System Mechanic	30.44
23312 - Fuel Distribution System Operator	23.49
23370 - General Maintenance Worker	19.20
23380 - Ground Support Equipment Mechanic	27.56
23381 - Ground Support Equipment Servicer	23.06
23382 - Ground Support Equipment Worker	24.07
23391 - Gunsmith I	21.43
23392 - Gunsmith II	24.38
23393 - Gunsmith III	27.34
23410 - Heating, Ventilation And Air-Conditioning Mechanic	25.93
23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	26.91
23430 - Heavy Equipment Mechanic	28.70
23440 - Heavy Equipment Operator	29.77
23460 - Instrument Mechanic	26.59
23465 - Laboratory/Shelter Mechanic	25.86
23470 - Laborer	12.27
23510 - Locksmith	23.06
23530 - Machinery Maintenance Mechanic	27.13
23550 - Machinist, Maintenance	20.86
23580 - Maintenance Trades Helper	16.57
23591 - Metrology Technician I	26.59
23592 - Metrology Technician II	27.60
23593 - Metrology Technician III	30.26
23640 - Millwright	29.26
23710 - Office Appliance Repairer	21.74
23760 - Painter, Maintenance	21.93
23790 - Pipefitter, Maintenance	26.19
23810 - Plumber, Maintenance	24.77
23820 - Pneudraulic Systems Mechanic	27.34
23850 - Rigger	25.38
23870 - Scale Mechanic	23.13
23890 - Sheet-Metal Worker, Maintenance	25.37
23910 - Small Engine Mechanic	21.12
23931 - Telecommunications Mechanic I	28.77
23932 - Telecommunications Mechanic II	29.86
23950 - Telephone Lineman	28.72
23960 - Welder, Combination, Maintenance	23.82
23965 - Well Driller	27.38
23970 - Woodcraft Worker	27.34
23980 - Woodworker	20.46
24000 - Personal Needs Occupations	
24550 - Case Manager	17.12
24570 - Child Care Attendant	11.87
24580 - Child Care Center Clerk	19.94
24610 - Chore Aide	10.59
24620 - Family Readiness And Support Services Coordinator	17.12
24630 - Homemaker	20.77
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	29.72
25040 - Sewage Plant Operator	29.10
25070 - Stationary Engineer	29.72
25190 - Ventilation Equipment Tender	21.69
25210 - Water Treatment Plant Operator	29.10
27000 - Protective Service Occupations	
27004 - Alarm Monitor	26.98

27007 - Baggage Inspector	13.86
27008 - Corrections Officer	31.17
27010 - Court Security Officer	31.17
27030 - Detection Dog Handler	23.51
27040 - Detention Officer	31.17
27070 - Firefighter	28.94
27101 - Guard I	13.86
27102 - Guard II	23.51
27131 - Police Officer I	35.16
27132 - Police Officer II	39.06
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	15.20
28042 - Carnival Equipment Repairer	16.19
28043 - Carnival Worker	10.89
28210 - Gate Attendant/Gate Tender	15.62
28310 - Lifeguard	13.53
28350 - Park Attendant (Aide)	17.38
28510 - Recreation Aide/Health Facility Attendant	12.67
28515 - Recreation Specialist	21.52
28630 - Sports Official	13.84
28690 - Swimming Pool Operator	17.11
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	28.99
29020 - Hatch Tender	28.99
29030 - Line Handler	28.99
29041 - Stevedore I	27.21
29042 - Stevedore II	30.76
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	39.70
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	27.38
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	30.14
30021 - Archeological Technician I	20.59
30022 - Archeological Technician II	22.84
30023 - Archeological Technician III	28.30
30030 - Cartographic Technician	28.30
30040 - Civil Engineering Technician	28.48
30051 - Cryogenic Technician I	27.06
30052 - Cryogenic Technician II	29.89
30061 - Drafter/CAD Operator I	20.42
30062 - Drafter/CAD Operator II	22.84
30063 - Drafter/CAD Operator III	25.47
30064 - Drafter/CAD Operator IV	31.34
30081 - Engineering Technician I	18.88
30082 - Engineering Technician II	21.19
30083 - Engineering Technician III	23.70
30084 - Engineering Technician IV	29.36
30085 - Engineering Technician V	35.91
30086 - Engineering Technician VI	43.45
30090 - Environmental Technician	22.65
30095 - Evidence Control Specialist	24.44
30210 - Laboratory Technician	21.62
30221 - Latent Fingerprint Technician I	25.94
30222 - Latent Fingerprint Technician II	28.65
30240 - Mathematical Technician	27.79
30361 - Paralegal/Legal Assistant I	21.71
30362 - Paralegal/Legal Assistant II	26.91
30363 - Paralegal/Legal Assistant III	32.91
30364 - Paralegal/Legal Assistant IV	39.82
30375 - Petroleum Supply Specialist	29.89
30390 - Photo-Optics Technician	28.30
30395 - Radiation Control Technician	29.89
30461 - Technical Writer I	25.81
30462 - Technical Writer II	31.56

30463 - Technical Writer III	38.18
30491 - Unexploded Ordnance (UXO) Technician I	25.23
30492 - Unexploded Ordnance (UXO) Technician II	30.53
30493 - Unexploded Ordnance (UXO) Technician III	36.59
30494 - Unexploded (UXO) Safety Escort	25.23
30495 - Unexploded (UXO) Sweep Personnel	25.23
30501 - Weather Forecaster I	27.06
30502 - Weather Forecaster II	32.91
30620 - Weather Observer, Combined Upper Air Or	(see 2) 25.47
Surface Programs	
30621 - Weather Observer, Senior	(see 2) 28.30
31000 - Transportation/Mobile Equipment Operation Occupations	
31010 - Airplane Pilot	30.53
31020 - Bus Aide	14.37
31030 - Bus Driver	17.56
31043 - Driver Courier	13.59
31260 - Parking and Lot Attendant	10.07
31290 - Shuttle Bus Driver	14.66
31310 - Taxi Driver	12.33
31361 - Truckdriver, Light	14.66
31362 - Truckdriver, Medium	18.11
31363 - Truckdriver, Heavy	20.85
31364 - Truckdriver, Tractor-Trailer	20.85
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	14.88
99030 - Cashier	12.02
99050 - Desk Clerk	11.66
99095 - Embalmer	23.74
99130 - Flight Follower	25.23
99251 - Laboratory Animal Caretaker I	15.26
99252 - Laboratory Animal Caretaker II	16.01
99260 - Marketing Analyst	29.00
99310 - Mortician	24.43
99410 - Pest Controller	15.69
99510 - Photofinishing Worker	16.54
99710 - Recycling Laborer	19.84
99711 - Recycling Specialist	24.10
99730 - Refuse Collector	18.98
99810 - Sales Clerk	13.18
99820 - School Crossing Guard	12.59
99830 - Survey Party Chief	30.10
99831 - Surveying Aide	19.66
99832 - Surveying Technician	27.37
99840 - Vending Machine Attendant	14.19
99841 - Vending Machine Repairer	16.89
99842 - Vending Machine Repairer Helper	14.09

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

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day, Martin Luther

King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

**Conformance Process:**

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

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

The process for preparing a conformance request is as follows:

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

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

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

**\*\* NOTES APPLYING TO THIS WAGE DETERMINATION \*\***

Under the policy and guidance contained in All Agency Memorandum No. 159, the Wage and Hour Division does not recognize, for section 4(c) purposes, prospective wage rates and fringe benefit provisions that are effective only upon such contingencies as "approval of Wage and Hour, issuance of a wage determination, incorporation of the wage determination in the contract, adjusting the contract price, etc." Section 41.02 in the collective bargaining agreement between Ratheon Aerospace LLC, Langley AFB, Hampton, VA and International Association of Machinists and Aerospace Workers, District Lodge 2531 contains contingency language that Wage and Hour does not recognize as reflecting "arm's-length negotiation" under section 4(c) of the Act and 29 C.F.R. 4.11(a) of the regulations. This wage determination therefore reflects the actual CBA wage rates and fringe benefits paid pursuant to section 41.01 and Appendix A of this agreement.