

ATTACHMENT I

SECTION A

Reserved

Table of Contents

SECTION A.....	2
SECTION B - CONTINUATION OF SF 1449 BLOCKS.....	4
B.1 CONTRACT ADMINISTRATION DATA.....	4
B.2 SCHEDULE OF SUPPLIES/SERVICES AND PRICES/COSTS	5
B.3 DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK.....	6
B.4 SPECIAL CONTRACT REQUIREMENTS.....	9
SECTION C - CONTRACT CLAUSES.....	13
C.1 ADDENDUM TO FAR 52.212-4 CONTRACT TERMS AND CONDITIONS – COMMERCIAL ITEMS.....	13
C.1.1 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999).....	13
C.1.2 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998).....	13
C.1.3 VAAR 852.219-10 VA NOTICE OF TOTAL SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS (DEC 2009).....	13
C.1.4 VAAR 852.203-70 COMMERCIAL ADVERTISING (JAN 2008).....	15
C.1.5 VAAR 852.232-72 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS (NOV 2012).....	15
C.1.6 VAAR 852.237-70 CONTRACTOR RESPONSIBILITIES (APR 1984).....	16
C.2 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS—COMMERCIAL ITEMS (JAN 2017)	16
SECTION D – LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS.....	25
D.1 LIST OF ATTACHMENT	25
SECTION E – SOLICITATION PROVISIONS.....	26
E.1 ADDENDUM TO FAR 52.212-1 INSTRUCTIONS TO OFFERORS – COMMERCIAL ITEMS (OCT 2015)	26
E.1.1 INSTRUCTIONS TO OFFERORS	26
E.2 EVALUATION of COMMERCIAL ITEMS	28

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: Name and Position Title:
 Company Name:
 Address:
 Telephone number:
 Email:
- b. GOVERNMENT: Jenny Peters, Contracting Officer
 Department of Veterans Affairs, Network Contracting Office 22
 3350 La Jolla Village Drive, San Diego, CA 92161
 Telephone number: 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 EFT —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 ☒ Upon job completion

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
- FSC e-Invoice Contact Information: 1-877-353-9791
- FSC e-invoice email: vafscshd@va.gov

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

AMENDMENT NO	DATE

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

CLIN	DESCRIPTION OF SERVICES	QTY	UNIT	UNIT PRICE	TOTAL AMOUNT
0001	Period of Performance: TBD Remove existing carpet and install new floor coverings in accordance with the Statement of Work.	1	JOB	\$	\$
GRAND TOTAL					\$

B.3 DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK

1. **SCOPE OF WORK:** The Contractor shall furnish all qualified personnel, labor, supervision, tools, materials, equipment and transportation necessary to remove the existing carpet and replace by installing new floor coverings.
2. **TYPE OF CONTRACT:** The Government intends to issue a single award firm-fixed price purchase order in accordance with FAR Part 13.
3. **PERIOD OF PERFORMANCE:** The period of performance shall be for thirty (30) days from award date.
4. **PLACE OF PERFORMANCE:** All work to be performed shall be accomplished at VA San Diego Healthcare System, 3350 La Jolla Village Drive Room 1414, San Diego, CA, 92161.
5. **SPECIFIC REQUIREMENTS:**
 - (a) Contractor must be qualified and experienced to install all types of floor coverings. No unqualified worker shall be doing any type of work related to this project without the direct supervision of qualified personnel.
 - (b) Contractor shall conduct a site visit to verify site condition and the quantity of flooring required.
 - (c) Contractor shall provide asbestos certification for all personnel involved in demolition and removal of existing carpet.
 - (d) Prior to commencement of work to be performed, Contractor shall coordinate the removal and disposal of all asbestos containing material with VASDHS Safety Office for approval. VA Project Manager will facilitate coordination between Contractor and Safety Office personnel involved by providing contact information.
 - (e) Contractor shall remove existing carpet and install new carpeting for approximately 2,900 sq. ft. of space.
 - (f) Contractor shall remove and dispose the existing carpet as hazardous asbestos containing material at a location designated by VASDHS Safety Office. Contractor shall follow all applicable regulations for the removal and disposal of asbestos containing material.
 - (g) Contractor shall implement and maintain infection control measures for the duration of the project including site construction barriers, negative pressure measures. Construction barriers shall be in accordance with VASDHS Infection Control Risk Assessment established procedures in Attachment 1.
 - (h) The VA Project Manager will conduct inspection after removal of existing floor and prior to installation of new flooring.
 - (i) Contractor shall prep floor to accept new flooring in accordance with the new carpet manufacturer's requirements and specifications.
 - (j) Contractor shall remove old adhesive from the walls and repair any damaged areas prior to installing new cove base.
 - (k) Contractor shall install new floor covering in accordance with manufacturer's specifications.

- (l) Contractor shall install cove base with all new carpeting installations in accordance with manufacturer recommendations and specifications.
- (m) Contractor shall install trims and/or transition strips as needed to allow smooth transition from new flooring to immediate adjacent surfaces.
- (n) The VA Interior Designer will determine which flooring material in conjunction with carpet material shall be used in the altar stage section of the chapel.
- (o) Contractor shall provide carpet manufacturer documentation providing material specifications. Material must be compatible for hospital settings. All carpet must be in compliance with EPA standards.
- (p) Upon completion of work, Contractor shall leave the work site in a clean and orderly condition.

6. SCHEDULE OF DELIVERABLES:

DELIVERABLE OBJECTIVE	DELIVERY DUE
Remove existing carpet and replace by installing new floor coverings	4 weeks after contract award

7. COMPLIANCE REQUIREMENTS:

- (a) 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.
- (b) Work will be conducted in areas identified as containing asbestos materials. Contractor shall therefore comply with the public laws and statues including all changes and amendments of Federal, State, and local environmental statutes and regulations governing Asbestos containing materials-ACM, to include:
 - i. 29 CFR 1926.1101 Asbestos Regulations for the Construction Industry.
 - ii. 29 CFR 1910.134 Respiratory Protection Standard
 - iii. EPA, Asbestos Hazard Emergency Response Act (AHERA) protocols.
 - iv. Guidance for Controlling Asbestos-Containing Materials in Buildings, EPA 560/5-85-024.
- (c) Contractors shall be licensed, qualified, and certified to meet all EPA regulations under National Emission Standards for Hazardous Air pollutants-NESHAPS and all applicable federal, state, and local regulations.

8. OTHER PERTINENT INFORMATION:

- (a) VASDHS is a Federal property. The Contractor shall coordinate with the Contracting Officer Representative (COR) or his/her designee for access of restricted spaces or any required support in the performance of the contract.
- (b) The Contractor employees shall notify the Contracting Officer Representative (COR) or his/her designee before entering a designated permit required confined space so that appropriate precautions may be taken. The

Contractor shall keep tools and materials under their control at all times. The Contractor shall coordinate work to be performed with the COR to ensure safety and least amount of disruption to daily operation of the facility.

- (c) In the performance of the contract, Contractor shall take safety precautions as necessary while operating in construction area(s). The Contractor shall provide all necessary tools, equipment, labels, and Personal Protective Equipment (PPE) to perform the work in safe, effective and timely manner.

9. INSPECTION AND ACCEPTANCE:

The COR may conduct inspection of the work performed by the Contractor without the presence of the Contractor and determine whether it is within the standards expressed in this scope of work. It is VA prerogative to hire an independent qualified third party Contractor to check the validity of the work performed.

10. HOURS OF OPERATION:

The normal hours of operation at VASDHS are from Monday through Friday from 7:00 AM to 5:00 PM PST. Some parts of the work will require to be performed after normal hours of operation. Immediately after contract award, the Contractor shall coordinate with the COR to establish a work schedule.

11. 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:

Primary POC:	
Position Title:	
Telephone no.:	
Email Address:	
Alternate POC:	
Position Title:	
Telephone no.:	
Email Address:	

(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.

(e) Physical Security: The Contractor shall be responsible for repair or replacement of Government-owned items or facilities to previous condition, if the COR determines that the contractor is at fault. The Contractor shall report any damage observed or caused by the Contractor personnel to the COR.

- 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 of 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 contact, 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) Parking Policy:** It is the responsibility of Contractor personnel to park only in designated parking areas. Parking information is available from the VA Police. The VA will not validate or make reimbursement for parking violations of the Contractor's personnel under any circumstances.
 - (c) Smoking Policy:** Smoking shall be permitted only in designated areas provided by the Contractor.

SECTION C - CONTRACT CLAUSES

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

The following clauses are incorporated into 52.212-4 as an addendum:

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

52.204-18	Commercial and Government Entity Code Maintenance (Jul 2016)
52.223-6	Drug-Free Workplace (May 2011)
52.223-5	Pollution Prevention and Right-to-Know Information (May 2011)
52.237-2	Protection of Government Buildings, Equipment and Vegetation (Apr 1984)

(End of Clause)

C.1.3 VAAR 852.219-10 VA NOTICE OF TOTAL SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS (DEC 2009)

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

(1) Means a small business concern:

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

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

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

(iv) The business has been verified for ownership and control and is so listed in the Vendor Information Pages database, (<http://www.VetBiz.gov>).

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

(b) *General.* (1) Offers are solicited only from service-disabled veteran-owned small business concerns. Offers received from concerns that are not service-disabled veteran-owned small business concerns shall not be considered.

(2) Any award resulting from this solicitation shall be made to a service-disabled veteran-owned small business concern.

(c) Agreement. A service-disabled veteran-owned small business concern agrees that in the performance of the contract, in the case of a contract for:

(1) Services (except construction), at least 50 percent of the cost of personnel for contract performance will be spent for employees of the concern or employees of other eligible service-disabled veteran-owned small business concerns;

(2) Supplies (other than acquisition from a nonmanufacturer of the supplies), at least 50 percent of the cost of manufacturing, excluding the cost of materials, will be performed by the concern or other eligible service-disabled veteran-owned small business concerns;

(3) General construction, at least 15 percent of the cost of the contract performance incurred for personnel will be spent on the concern's employees or the employees of other eligible service-disabled veteran-owned small business concerns; or

(4) Construction by special trade contractors, at least 25 percent of the cost of the contract performance incurred for personnel will be spent on the concern's employees or the employees of other eligible service-disabled veteran-owned small business concerns.

(d) A joint venture may be considered a service-disabled veteran owned small business concern if—

(1) At least one member of the joint venture is a service-disabled veteran-owned small business concern, and makes the following representations: That it is a service-disabled veteran-owned small business concern, and that it is a small business concern under the North American Industry Classification Systems (NAICS) code assigned to the procurement;

(2) Each other concern is small under the size standard corresponding to the NAICS code assigned to the procurement; and

(3) The joint venture meets the requirements of paragraph 7 of the explanation of Affiliates in 19.101 of the Federal Acquisition Regulation.

(4) The joint venture meets the requirements of 13 CFR 125.15(b).

(e) Any service-disabled veteran-owned small business concern (non-manufacturer) must meet the requirements in 19.102(f) of the Federal Acquisition Regulation to receive a benefit under this program.

(End of Clause)

C.1.4 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.1.5 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.1.6 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 (JAN 2017)

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

- (1) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).
- (2) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015)
- (3) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(4) 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:

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

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

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

___ (4) 52.204-10, Reporting Executive compensation and First-Tier Subcontract Awards (Oct 2016) (Pub. L. 109-282) (31 U.S.C. 6101 note).

___ (5) [Reserved]

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

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

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).

___ (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.
- ___ (16) 52.219-8, Utilization of Small Business Concerns (Nov 2016) (15 U.S.C. 637(d)(2) and (3)).
- ___ (17) (i) 52.219-9, Small Business Subcontracting Plan (Jan 2017) (15 U.S.C. 637 (d)(4)).
- ___ (ii) Alternate I (Nov 2016) of 52.219-9.
- ___ (iii) Alternate II (Nov 2016) of 52.219-9.
- ___ (iv) Alternate III (Nov 2016) of 52.219-9.
- ___ (v) Alternate IV (Nov 2016) of 52.219-9.
- ___ (18) 52.219-13, Notice of Set-Aside of Orders (Nov 2011) (15 U.S.C. 644(r)).
- ___ (19) 52.219-14, Limitations on Subcontracting (Jan 2017) (15 U.S.C. 637(a)(14)).
- ___ (20) 52.219-16, Liquidated Damages—Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).
- X (21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (Nov 2011) (15 U.S.C. 657f).
- ___ (22) 52.219-28, Post Award Small Business Program Rerepresentation (Jul 2013) (15 U.S.C. 632(a)(2)).
- ___ (23) 52.219-29, Notice of Set-Aside for, or Sole Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (Dec 2015) (15 U.S.C. 637(m)).
- ___ (24) 52.219-30, Notice of Set-Aside for, or Sole Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (Dec 2015) (15 U.S.C. 637(m)).
- X (25) 52.222-3, Convict Labor (June 2003) (E.O. 11755).
- X (26) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (Oct 2016) (E.O. 13126).
- ___ (27) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).
- ___ (28) 52.222-26, Equal Opportunity (Sep 2016) (E.O. 11246).
- ___ (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).

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

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

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).

___ (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) 52.222-59, Compliance with Labor Laws (Executive Order 13673) (Oct 2016). (Applies at \$50 million for solicitations and resultant contracts issued from October 25, 2016 through April 24, 2017; applies at \$500,000 for solicitations and resultant contracts issued after April 24, 2017).

Note to paragraph (b)(35): By a court order issued on October 24, 2016, 52.222-59 is enjoined indefinitely as of the date of the order. The enjoined paragraph will become effective immediately if the court terminates the injunction. At that time, DoD, GSA, and NASA will publish a document in the Federal Register advising the public of the termination of the injunction.

___ (36) 52.222-60, Paycheck Transparency (Executive Order 13673) (Oct 2016).

___ (37) (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.)

___ (38) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (Jun 2016) (E.O.13693).

___ (39) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (Jun 2016) (E.O. 13693).

___ (40) (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.

___ (41) (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.

- ___ (42) 52.223-15, Energy Efficiency in Energy-Consuming Products (Dec 2007) (42 U.S.C. 8259b).
- ___ (43) (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 (44) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging while Driving (Aug 2011) (E.O. 13513).
- ___ (45) 52.223-20, Aerosols (Jun 2016) (E.O. 13693).
- ___ (46) 52.223-21, Foams (Jun 2016) (E.O. 13696).
- ___ (47) (i) 52.224-3, Privacy Training (Jan 2017) (5 U.S.C. 552a).
- ___ (ii) Alternate I (Jan 2017) of 52.224-3.
- ___ (48) 52.225-1, Buy American--Supplies (May 2014) (41 U.S.C. chapter 83).
- ___ (49) (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.
- ___ (50) 52.225-5, Trade Agreements (Oct 2016) (19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).
- ___ (51) 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).
- ___ (52) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).
- ___ (53) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).
- ___ (54) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).
- ___ (55) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 4505), 10 U.S.C. 2307(f)).

___ (56) 52.232-30, Installment Payments for Commercial Items (Jan 2017) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

___ (57) 52.232-33, Payment by Electronic Funds Transfer— System for Award Management (Jul 2013) (31 U.S.C. 3332).

X (58) 52.232-34, Payment by Electronic Funds Transfer—Other Than System for Award Management (Jul 2013) (31 U.S.C. 3332).

___ (59) 52.232-36, Payment by Third Party (May 2014) (31 U.S.C. 3332).

___ (60) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

___ (61) 52.242-5, Payments to Small Business Subcontractors (Jan 2017) (15 U.S.C. 637(d)(12)).

___ (62) (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:

___ (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).

___ (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).

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

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

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

___ (11) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (May 2014) (42 U.S.C. 1792).

___ (12) 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) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(iii) 52.219-8, Utilization of Small Business Concerns (Nov 2016) (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.

- (iv) 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.
 - (v) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).
 - (vi) 52.222-26, Equal Opportunity (Sep 2016) (E.O. 11246).
 - (vii) 52.222-35, Equal Opportunity for Veterans (Oct 2015) (38 U.S.C. 4212).
 - (viii) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C. 793).
 - (ix) 52.222-37, Employment Reports on Veterans (Feb 2016) (38 U.S.C. 4212).
 - (x) 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.
 - (xi) 52.222-41, Service Contract Labor Standards (May 2014), (41 U.S.C. chapter 67).
 - (xii) (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).
 - (xiii) 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.)
 - (xiv) 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)
 - (xv) 52.222-54, Employment Eligibility Verification (Oct 2015) (E. O. 12989).
 - (xvi) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2015).
 - (xvii) 52.222-59, Compliance with Labor Laws (Executive Order 13673) (Oct 2016) (Applies at \$50 million for solicitations and resultant contracts issued from October 25, 2016 through April 24, 2017; applies at \$500,000 for solicitations and resultant contracts issued after April 24, 2017).
- Note to paragraph (e)(1)(xvii):** By a court order issued on October 24, 2016, 52.222-59 is enjoined indefinitely as of the date of the order. The enjoined paragraph will become effective immediately if the court terminates the injunction. At that time, DoD, GSA, and NASA will publish a document in the Federal Register advising the public of the termination of the injunction.
- (xviii) 52.222-60, Paycheck Transparency (Executive Order 13673) (Oct 2016).
 - (xix) 52.222-62, Paid sick Leave Under Executive Order 13706 (JAN 2017) (E.O. 13706).
 - (xx) (A) 52.224-3, Privacy Training (Jan 2017) (5 U.S.C. 552a).

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

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

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

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

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

(End of Clause)

SECTION D – LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS**D.1 LIST OF ATTACHMENT**

ATTACHMENT	TITLE	TOTAL PAGES
A	Infection Control Risk Assessment Guidelines	8
B	Wage Determination	12
C	Past Performance Questionnaire	3

SECTION E – SOLICITATION PROVISIONS

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

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

E.1.1 INSTRUCTIONS TO OFFERORS

1. **Submitting your quote:** Submit your offer electronically via email to the Contracting Officer: Jenny Peters at Jennelyn.Peters@va.gov.
2. **Site Visit:** The site visit will be held on **Tuesday, February 22, 2017 from 10:00 AM to 11:00 AM PST**. Confirmation of attendance to the site visit is **required**. All interested vendors must respond via email to the Contracting Officer at Jennelyn.Peters@va.gov **no later than 12:00 PM PST on Tuesday, February 21, 2017**. The email subject line must include: **Site Visit Request – RFQ no.VA262-17-Q-0428**. The Contracting Officer will acknowledge receipt of your email and provide details of the meeting location. If there is no request received from vendors by the required date, the site visit will not be conducted.

Note: Vendors shall be responsible for all cost and travel expenses associated with the site visit. Failure to attend the site visit shall not release the vendor from complying with the terms, conditions, specifications, and other requirements of the resulting contract.

3. **Inquiry or questions:** All questions must be submitted electronically to the Contracting Officer: Jenny Peters via email at Jennelyn.Peters@va.gov and must be received by **3:00 PM PST on Friday, February 24, 2017**.
4. **Submission deadline:** Offer is due on **Monday, February 27, 2017 at 12:00 PM PST**. Submit your offer directly via email to the Contracting Officer: Jenny Peters at jennelyn.peters@va.gov. All email attachments in response to this RFQ shall be in either Adobe or Microsoft Office format. Offeror is advised that the Government may be unable to receive other types of electronic files (e.g. compressed or zip files) or files in excess of ten (10) megabytes (MB).

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

5. **Terms and content of your quote:** Your offer must be based on the terms of this RFQ. The Contracting Officer may reject any offer that is not based on these terms in every respect. Your offer must contain all the information described below in number 9 of this section (Information to be Submitted) and as specified in Section E.2 of this solicitation.
6. **Issuance of purchase order:** Your offer should contain your **best terms**. The Contracting Officer may reject any or all offers. After the evaluation of offers, the Contracting Officer may negotiate final terms with one or more Offerors of the Government's choice before issuing a purchasing order. The Contracting Officer will not negotiate with any Offerors other than those of the Government's choice and will not use the formal source selection procedures described in FAR Part 15. The Contracting Officer may issue a purchase order for less than the quantity on which your offer is based, at the quoted price, unless you tell us that you will not accept an order on that basis.

- 7. System for Award Management (SAM):** Unless exempted by the Contracting Officer, you must register in SAM before a contract is issued to you. If you do not register by the date set by the Contracting Officer, the Contracting Officer may issue the order to a different Offeror. Once registered, you must remain registered throughout performance until final payment. Go to <https://www.acquisition.gov> for information on SAM registration and annual confirmation.
- 8. Data Universal Numbering System (DUNS) Number:** This applies to all offers if the solicitation requires that you be registered in the System for Award Management (SAM). Place the annotation "DUNS" or "DUNS+4" next to your name and address on the first page of your quote followed by the DUNS or DUNS+4 number that identifies the Offeror's name and address.

If you do not have a DUNS number, contact Dun and Bradstreet to obtain one. If you are located within the United States, you may contact Dun and Bradstreet by calling 1-866-705-5711 or via the internet at <http://fedgov.dnb.com/webform>. The DUNS+4 is the DUNS number plus a 4-character suffix that you may use at your discretion to establish additional SAM records for identifying alternative Electronic Funds Transfer (EFT) accounts (see FAR [Subpart 32.11](#)) for your company.

- 9. Information to be submitted:** To ensure timely evaluation of offer, Offeror shall follow the instructions specified herein. Offer shall consist of three (3) parts as listed below: price offer, technical offer and past performance. 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:

PART I – PRICE OFFER

LINE ITEM	REQUIRED DOCUMENTS	INSTRUCTIONS
1	Cover Sheet	Cover sheet must include: <ul style="list-style-type: none"> Solicitation/RFQ number: VA262-17-Q-0428 Company name, address, point-of-contact, phone and email address DUNS number
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).
6	Amendment(s)	If solicitation is amended, the Offeror shall submit the SF30 and complete Block 8, 15A, 15B and 15C.

PART II – TECHNICAL OFFER

LINE ITEM	REQUIRED DOCUMENTS	INSTRUCTIONS
1	Cover Sheet	Cover sheet must include: <ul style="list-style-type: none"> • Solicitation/RFQ number: VA262-17-Q-0428 • Company name, address, point-of-contact, phone and email address • DUNS number
2	Factor II – Technical Capabilities	Offeror shall complete all requirements for Factor II – Technical Capabilities including all sub-factors as specified in Section E.2.

PART III – PAST PERFORMANCE

LINE ITEM	REQUIRED DOCUMENTS	INSTRUCTIONS
1	Cover Sheet	Cover sheet must include: <ul style="list-style-type: none"> • Solicitation/RFQ number: VA262-17-Q-0428 • Company name, address, point-of-contact, phone and email address • DUNS number
2	Factor III – Past Performance	Offeror must provide all information requested in Factor III – Past Performance.

(End of Provision)

(End of Addendum to 52.212-1)

E.2 EVALUATION of COMMERCIAL ITEMS

The Government will award a purchase order resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation **represents best value and will be most advantageous to the Government**, price and other factors considered. The following factors shall be used to evaluate offers:

1. **FACTOR I – PRICE:** The Government will evaluate price quotes for fairness and reasonableness.
2. **FACTOR II – TECHNICAL CAPABILITY:** The Offeror's technical offer will be evaluated using acceptable or unacceptable rating method. The Offeror will be evaluated and rated acceptable on Technical Capability evaluation factor if at a minimum, the Offeror identified and addressed the requirements **clearly** for each sub-factor listed below. The Offeror shall provide supporting documentation, as required, that they possess the resources, experience, technical knowledge, responsibility and integrity to meet the technical requirements of this solicitation. An unacceptable rating for any of the sub-factors listed below constitutes an overall unacceptable rating for the Technical Capability evaluation factor.

Sub-factor A: Offeror must submit a capability statement in no more than two (2) pages demonstrating at least a minimum of three (3) years of experience and technical knowledge in performing the requirements as described in the statement of work (SOW) and the items listed below.

- (a) Licensing qualification: State requirement for General Contractor State License and a C-15 Flooring and Floor Covering Contractors (provide a copy)
- (b) Certification to perform work in asbestos laden spaces (provide a copy).
- (c) Asbestos removal procedures
- (d) Flooring work
- (e) Selection of floor coverings
- (f) Provide sub-contractor information, if applicable

Sub-factor B: Offeror must provide qualifications of the proposed key personnel who will be providing the work to be performed. This information must include, but not limited to the following list below:

- (a) Name of Proposed Contractor Personnel
- (b) Brief description of qualifications and experience level or work history relevant to the requirements described in the SOW
- (c) Copy of applicable licenses, certifications for each proposed Contractor personnel

Sub-factor C: Offeror must provide a detailed plan with timeline in accordance with the requirements described in the SOW. This plan must include the following list below:

- (a) Removal and disposal of existing flooring as hazardous asbestos containing material
- (b) Preparation for installation of new flooring
- (c) Installation of new flooring, cove base, trims and/or transition strips
- (d) Final completion of the work site

3. **FACTOR III – PAST PERFORMANCE:** Past performance information is one indicator of an offeror's ability to perform the contract successfully. The Government will evaluate the offeror's past performance using the information resulting from one or more methods identified below:

- (a) Offeror must furnish three (3) references of current or recently completed contracts (including Federal, State, and local government and private) within the past three (3) years that are similar to the Government requirement. Each reference shall include the contract number, dates of performance, and point-of-contact's name, telephone number, and email address. Offerors may also provide information on problems encountered on the identified contracts and the corrective actions taken.
- (b) Offeror(s) must provide their references with a copy of the Past Performance Questionnaire in Attachment C as listed in Section D of this RFQ. Response to this questionnaire must be obtained directly from the references provided by the offeror via email to Jenny Peters, Contracting Officer at jennelyn.peters@va.gov no later than the offer due date.
- (c) The Contracting Officer may review the offeror's performance and integrity information available in the Past Performance Information Retrieval System (PPIRS) and from the System for Award Management (SAM) Exclusions.
- (d) The Contracting Officer may also consider other relevant past performance information obtained from other sources to determine which offer represents the overall best value.

(End of Provision)

ATTACHMENT A

INFECTION CONTROL RISK ASSESSMENT

GUIDELINES

Infection Control Risk Assessment Guidelines – VA San Diego Healthcare System

Identify the Type of Construction Project Activity (Types A-D)

A	Non-invasive activities, including, but not limited to: <ol style="list-style-type: none"> Removal of ceiling tiles where no dust or asbestos is expected Painting, but not sanding Wall covering, electrical trim work, minor plumbing, and activities which do not generate dust or require cutting of walls or access to ceilings other than for visual inspection
B	Small scale, short duration activities which create minimal dust, including but not limited to: <ol style="list-style-type: none"> Installation of electrical, plumbing, HVAC, telephone and computer cabling Access to chase spaces where asbestos is not present Cutting of walls or ceiling where dust migration can be controlled.
C	Work that generates a moderate to high level of dust or requires demolition or removal of any fixed building components or assemblies, including but not limited to: <ol style="list-style-type: none"> Sanding of surfaces for painting or wall covering Removal of floor coverings, ceiling tiles, and casework New wall construction Minor duct work or electrical work above ceilings Major cabling activities Any type A, B or C activity that cannot be completed within a single work shift.
D	Major demolition and construction projects, including but not limited to: <ol style="list-style-type: none"> Activities requiring heavy demolition or removal of a complete utility or cabling system New construction and renovation. Friable asbestos and mold abatement projects.

Identify the Patient Risk Group that will be affected. If more than one risk group will be affected, select the higher group. For all construction classes, patients must be removed from the room while work is performed.

Low	Medium	High	Highest Risk
All outpatient clinics, offices areas, administrative and industrial spaces.	All non-critical inpatient areas. cardiology, echocardiography, endoscopy, nuclear medicine, rehabilitation medicine, radiology, MRI, respiratory therapy, dry research labs.	DOU, emergency room, clinical laboratory, wet lab research, ambulatory surgery, pharmacy, surgical and medical inpatient beds, procedure center.	Immunocompromised patient area, cath lab, SPD, ICU, occupied, negative pressure rooms, PACU operating rooms.

Match the Patient Risk Group with the Construction Project Type (A, B, C, D) to find the Class of Precautions (I – V)

Patient Risk Group	Type A	Type B	Type C	Type D
Low Risk	I	II	III	V
Medium Risk	I	II	IV	V
High Risk	I	II	IV	V
Highest Risk	II	III	V	V

Description of Required Infection Control Precautions by Class

Class	During Construction Project	Upon Completion of Project
Class I	<ol style="list-style-type: none"> 1. Execute work by methods to minimize raising dust from construction operations. 2. Immediately replace ceiling tile if displaced. 	
Class II	<ol style="list-style-type: none"> 1. High Risk patients must remain out of room for one hour after completion of work and cleanup. 2. Execute work by methods to minimize raising dust. 3. Immediately replace ceiling tile if displaced. 	<ol style="list-style-type: none"> 1. Remove all visible debris with a wet towel and/or mop. 2. Housekeeping to wipe work surfaces and floors with disinfectant.
Class III	<ol style="list-style-type: none"> 1. Execute work by methods to minimize raising dust. 2. Immediately replace ceiling tile if displaced 3. Provide active means to prevent airborne dust from dispersing into atmosphere. 4. Water-mist work surfaces to control dust while cutting. 5. Seal unused doors with duct tape. 6. Isolate HVAC system in areas where work is being performed to prevent contamination of duct system. 7. Place dust mat at entrance and exit of work area. 8. Cover construction waste before transport in covered containers 	<ol style="list-style-type: none"> 1. Cover construction waste before transport in covered containers. 2. Wet mop and/or vacuum with HEPA filtered vacuum before leaving work area. 3. Open previously sealed HVAC registers and grills. 4. Housekeeping to wipe work surfaces and floors with disinfectant.
Class IV	<ol style="list-style-type: none"> 1. Install plastic dust barriers to seal area from non-work area or implement control cube method (cart with plastic covering and sealed connection to work site with HEPA vacuum for vacuuming prior to exit) before construction begins. 2. Isolate HVAC system in areas where work is being performed to prevent contamination of duct system. 3. Maintain negative pressure (0.01) general construction and (0.20) asbestos working condition within work site utilizing HEPA equipped air filtration units. 4. Place dust mat at entrance and exit of work area. 5. Cover construction waste before transport in covered containers. 6. All work associated with a major project that has an approved ICRA authorization form will be assessed on an individual basis. 	<ol style="list-style-type: none"> 1. Cover construction waste before transport in covered containers. 2. Wet mop and vacuum with HEPA filtered vacuum. 3. Do not remove barriers from work area until a Health System responsible person inspects completed project. 4. Remove barrier materials carefully to minimize spread of dirt and debris associated with construction. 5. Wet mop and vacuum with HEPA filtered vacuum before leaving work area. 6. Remove isolation of HVAC system in areas where work was being performed. 7. Housekeeping to wipe work surfaces and floors with disinfectant.
Class V	<ol style="list-style-type: none"> 1. Construct gypsum board/metal stud dust partition, extend and seal to ceiling. 2. Isolate HVAC system within work areas to prevent contamination of duct system. 3. Seal doors opening to adjacent areas with duct tape. 4. Block off and seal HVAC registers, grills and any openings in ductwork to remain. 5. Maintain negative pressure (0.01) general construction and (0.02) asbestos working condition within work site utilizing HEPA equipped air filtration units. 6. Place dust mat at entrance and exit of work area. 7. Cover construction waste before transport in covered and sealed containers. Biohazards to be double bagged. 8. All work associated with a major project that has an approved ICRA authorization form will be assessed on an individual basis. 9. Provide monitoring and clearance samples for mold/asbestos. 	<ol style="list-style-type: none"> 1. Cover construction waste before transport in covered containers. 2. Wet mop and vacuum with HEPA filtered vacuum. 3. Do not remove barriers from work area until a Health System responsible person inspects completed project. 4. Remove barrier materials carefully to minimize spread of dirt and debris associated with construction. 5. Wet mop and vacuum with HEPA filtered vacuum before leaving work area. 6. Remove isolation of HVAC system in areas where work was being performed. 7. Housekeeping to wipe work surfaces and floors with disinfectant.

Infection Control Construction Permit For Class IV and V Precautions

	Location of Activity:	Project Start Date:	
	Project Coordinator:	Estimated Duration of the Project:	
	Contractor Performing Work:		
	Supervisor:	Telephone:	
Construction Type:		Risk Group:	Precaution Class:
Class I	1. Execute work by methods to minimize raising dust from construction operations.	2. Immediately replace ceiling tile if displaced. 3. Clean work area upon completion of task.	
Class II	1. High Risk patients must remain out of room for one hour after completion of work and cleanup. 2. Execute work by methods to minimize raising dust.	3. Immediately replace ceiling tile if displaced. 4. Remove all visible debris with a wet towel and/or mop. 5. Housekeeping to wipe work surfaces and floors with disinfectant.	
Class III	1. Execute work by methods to minimize raising dust. 2. Immediately replace ceiling tile if displaced 3. Provide active means to prevent airborne dust from dispersing into atmosphere. 4. Water-mist work surfaces to control dust while cutting. 5. Seal unused doors with duct tape. 6. Isolate HVAC system in areas where work is being performed to prevent contamination of duct system.	7. Place dust mat at entrance and exit of work area. 8. Cover construction waste before transport in covered containers 9. Wet mop and/or vacuum with HEPA filtered vacuum before leaving work area. 10. Open previously sealed HVAC registers and grills. 11. Housekeeping to wipe work surfaces and floors with disinfectant.	
Class IV	1. Obtain infection control permit before construction begins. 2. Install plastic dust barriers to seal area from non-work area or implement control cube method (cart with plastic covering and sealed connection to work site with HEPA vacuum for vacuuming prior to exit) before construction begins. 3. Isolate HVAC system in areas where work is being performed to prevent contamination of duct system. 4. Maintain negative pressure (0.01) general construction and (0.20) asbestos working condition within work site utilizing HEPA equipped air filtration units. 5. Place dust mat at entrance and exit of work area. 6. Cover construction waste before transport in covered containers.	7. All work associated with a major project that has an approved ICRA authorization form will be assessed on an individual basis using the Risk Assessment and Exposure Control Checklist. 8. Wet mop and vacuum with HEPA filtered vacuum. 9. Do not remove barriers from work area until a Health System responsible person inspects completed project. 10. Remove barrier materials carefully to minimize spread of dirt and debris associated with construction. 11. Wet mop and vacuum with HEPA filtered vacuum before leaving work area. 12. Remove isolation of HVAC system in areas where work was being performed. 13. Housekeeping to wipe work surfaces and floors with disinfectant. 14. Complete daily log documenting work activity and completion of remedial and preventive procedures required.	
Class V	1. Obtain infection control permit before construction begins. 2. Construct gypsum board/metal stud dust partition, extend and seal to ceiling. 3. Isolate HVAC system within work areas to prevent contamination of duct system. 4. Seal doors opening to adjacent areas with duct tape. 5. Block off and seal HVAC registers, grills and any openings in ductwork to remain. 6. Maintain negative pressure (0.01) general construction and (0.02) asbestos working condition within work site utilizing HEPA equipped air filtration units. 7. Place dust mat at entrance and exit of work area. 8. Cover construction waste before transport in covered containers. 9. All work associated with a major project that has an approved ICRA authorization form will be assessed on an individual basis using the Risk Assessment and Exposure Control Checklist.	10. Wet mop and vacuum with HEPA filtered vacuum. 11. Cover construction waste before transport in covered and sealed containers. Biohazards to be double bagged. 12. Provide monitoring and clearance samples for mold/asbestos. 13. Do not remove barriers from work area until a Health System responsible person inspects completed project. 14. Remove barrier materials carefully to minimize spread of dirt and debris associated with construction. 15. Wet mop and vacuum with HEPA filtered vacuum before leaving work area. 16. Remove isolation of HVAC system in areas where work was being performed. 17. Housekeeping to wipe work surfaces and floors with disinfectant. 18. Complete daily log documenting work activity and completion of remedial and preventive procedures required.	
Exceptions or additions to this permit are noted on the attached page. <input type="checkbox"/> Yes <input type="checkbox"/> No			
Permit Requested By:		Date:	
Approval by Service Affected:		See Attached Affected Service List	
Approval by Safety Officer/ IH:		Date:	
Approval by Infection Control:		Date:	

Risk Assessment and Exposure Control Checklist - Construction

VA San Diego Healthcare System

Project: _____

Date: _____

Hazard	Concern? Y/N	Control Measure	Remarks
Asbestos			
Dust			
Moisture/water leaks			
Vapors/fumes			
Noise			
Vibration			
Air pressure relationships			
Traffic flow			
Open outside walls			
Impact to levels above and below			
Proximity of air intakes			
Pest control within construction area			
Proximity of immune suppressed patients			
Potential TB exposure e.g., work in TB pt room, exhaust ducts or TB lab?			

Approval Signatures:

Project Manager: _____ Chief Engineering Section: _____

Infection Control (Class IV/V only): _____ Safety Officer/ IH: _____

Contractor: _____ Service/Section/Program Chief: **See Attached Affected Service List**

Certification of ICRA implementation prior to start of construction:

Project Manager: _____ Date: _____ Contractor: _____ Date: _____

Control Measures

Asbestos

- Contractor has hired an asbestos abatement contractor for control and cleanup.

2. VA to hire independent IH to inspect and clear area for reoccupancy based on monitoring and/or professional judgment.
3. Published asbestos protocol to be followed for work thru ceiling.
4. Published asbestos protocol to be followed for work above ceilings.
5. Perimeter barrier will be constructed in the interstitial space to isolate the construction area with other areas in the interstitial.
6. Project area will be encased with spray applied hard surface encasement material.
7. Provide mini containments under negative air in public areas.
8. Sealed gypsum board barrier will be constructed to isolate the construction area from the public.
9. Transit Panels will be removed which is considered Class B removal
10. Contractor shall use containment cube in area outside of interstitial.

Dust

1. Sealed gypsum board barrier will be constructed to isolate the construction area from the public.
2. Trash carts will be covered when transported thru the building.
3. Provide negative air machine exhausted to outside.
4. Provide mini containments under negative air in public areas.
5. Provide negative air machine in space as air scrubber.
6. Provide walk off mats at entrances to work area
7. Perimeter barrier will be constructed in the interstitial space to isolate the construction area with other areas in the interstitial.
8. Contractor shall hepa vacuum and wipe down any dust.

Moisture Water Leaks

1. Contain any water from core drilling activities.
2. Dike any floor penetrations to minimize risk of leaks from construction zone.

Vapors/Fumes

1. Use of products with low VOC's.
2. Provide negative air in construction zone exhausted to outside away from intakes.
3. Seal work area airtight barrier.
4. Cut all metal outside the building.
5. Seal any floor penetrations to minimize risk of fumes thru construction zone.
6. Shut down air handler to minimize infiltration of fumes from outside.

Noise

1. Schedule demolition work after normal work hours.
2. Cut all metal outside the building.

Vibration

1. Schedule demolition work after normal work hours.
2. Coordinate with occupants in surrounding areas to explain the work occurring

Air Pressure Relationships

1. Provide negative air during asbestos abatement.
2. Provide negative air during construction
3. Seal off supply and exhaust HVAC registers.
4. Provide anti room under negative pressure at entrance to project zone.

Traffic Control

1. Access construction area via exterior door.
2. Schedule delivery of large quantities of material and demolition haul out after hours.

Open Outside Walls

1. Construct temporary outside wall to limit the infiltration of wind, air, and temperature differences into the project site.

Impact to Levels Above and Below

1. Coordinate with occupants in surrounding areas to explain the work occurring.
2. Follow asbestos protocol when doing under floor work
3. Vacate areas when doing below floor work off of the catwalk.

Proximity of Air Intakes

1. Shut down air handlers to reduce infiltration of fumes from exterior activities such as painting, gasoline powered engines, roofing operations, equipment, etc.

Pest Control within Construction Area

1. Provide barriers to any open outside walls
2. Contact Pest Controller if any evidence of pests are found during the course of the work.

Proximity of immune suppressed patients

1. Relocate patients away from construction zone for entire project.
2. Relocate patients away from construction zone during demolition operations.

Potential TB exposure

1. Relocate patient and close door for negative air to clear room before work (Ref MCM 11-36 Attach B)
2. Contractor to ensure workers meet TB screening guidelines within 90 days prior to working in area in accordance with VHA Directive 2011-036 Sep 22, 2011.

LIST OF AFFECTED SERVICES
ICRA Notification/ Approval

PROJECT NAME: _____

PROJECT MANAGER: _____

SERVICE/SECTION/PROGRAM AFFECTED	NAME OF PERSON NOTIFIED	SIGNATURE	DATE NOTIFIED
1 EP			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			
14			
15			
16			
17			
18			

ATTACHMENT B

WAGE DETERMINATION

WD 15-5635 (Rev.-3) was first posted on www.wdol.gov on 01/03/2017

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.: 3
Date Of Revision: 12/30/2016

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.20 for calendar year 2017 applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.20 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 2017. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

State: California

Area: California County of 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 Surface Programs	(see 2) 25.47
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

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

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$4.27 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.

ATTACHMENT C
PAST PERFORMANCE
QUESTIONNAIRE

PAST PERFORMANCE QUESTIONNAIRE

Instructions: Please select the appropriate rating for each category and provide comments for each.

Contractor Name: _____

Address: _____

Period of Performance: _____

1. QUALITY OF SERVICES

Rating: ☐ Exceptional ☐ Very Good ☐ Satisfactory ☐ Marginal ☐ Unsatisfactory

Comments: _____

2. TIMELINESS OF PERFORMANCE

Rating: ☐ Exceptional ☐ Very Good ☐ Satisfactory ☐ Marginal ☐ Unsatisfactory

Comments: _____

3. BUSINESS RELATIONS

Rating: ☐ Exceptional ☐ Very Good ☐ Satisfactory ☐ Marginal ☐ Unsatisfactory

Comments: _____

4. CUSTOMER SATISFACTION

Rating: ☐ Exceptional ☐ Very Good ☐ Satisfactory ☐ Marginal ☐ Unsatisfactory

Comments: _____

5. ADDITIONAL COMMENTS:

Name: _____

Position Title of Evaluator: _____

Name of Organization: _____

Telephone Number: _____

Email: _____

Signature: _____

Date: _____