

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS
OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30

1. REQUISITION NO. _____ PAGE 1 OF 59

2. CONTRACT NO. _____ 3. AWARD/EFFECTIVE DATE _____ 4. ORDER NO. _____
 5. SOLICITATION NUMBER VA247-17-Q-0632 6. SOLICITATION ISSUE DATE 06-15-2017

7. FOR SOLICITATION INFORMATION CALL: _____ a. NAME Thaddeus Willoughby b. TELEPHONE NO. (No Collect Calls) 803-770-4000 ext 5749 8. OFFER DUE DATE/LOCAL TIME 06-26-2017 2:30 PM EST

9. ISSUED BY _____ CODE _____
 Department of Veterans Affairs
 W.J.B. Dorn VA Medical Center
 6439 Garners Ferry Road
 Columbia SC 29209-1639

10. THIS ACQUISITION IS UNRESTRICTED OR SET ASIDE: _____ % FOR:
 SMALL BUSINESS WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM NAICS: 561710
 HUBZONE SMALL BUSINESS EDWOSB SIZE STANDARD: \$11.0M
 SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS 8(A) Y

11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED SEE SCHEDULE 12. DISCOUNT TERMS _____
 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) 13b. RATING N/A
 14. METHOD OF SOLICITATION RFQ IFB RFP

15. DELIVER TO _____ CODE _____ See Delivery Schedule
 16. ADMINISTERED BY _____ CODE _____
 Department of Veterans Affairs
 W.J.B. Dorn VA Medical Center
 6439 Garners Ferry Road
 Columbia SC 29209-1639

17a. CONTRACTOR/OFFEROR _____ CODE _____ FACILITY CODE _____
 18a. PAYMENT WILL BE MADE BY _____ CODE _____
 Department of Veterans Affairs
 FMS-VA-2(101)
 Financial Services Center
 PO Box 149971
 Austin TX 78714-9971
 PHONE: _____ FAX: _____

TELEPHONE NO. _____ DUNS: _____ DUNS+4: _____
 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER SEE ADDENDUM

19. ITEM NO.	20. See CONTINUATION Page SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	WJB DORN VA MEDICAL CENTER INTEGRATED PEST MANAGEMENT BASE YEAR WITH FOUR (4) OPTION PERIODS				
(Use Reverse and/or Attach Additional Sheets as Necessary)					

25. ACCOUNTING AND APPROPRIATION DATA See CONTINUATION Page 26. TOTAL AWARD AMOUNT (For Govt. Use Only) _____

27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA ARE ARE NOT ATTACHED.
 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA ARE ARE NOT ATTACHED

28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN _____ COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED 29. AWARD OF CONTRACT: REF. _____ OFFER DATED _____ YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN IS ACCEPTED AS TO ITEMS:

30a. SIGNATURE OF OFFEROR/CONTRACTOR _____ 31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) _____
 30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT) _____ 30c. DATE SIGNED _____ 31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) _____ 31c. DATE SIGNED _____

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SECTION B - CONTINUATION OF SF 1449 BLOCKS

B.1 CONTRACT ADMINISTRATION DATA

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

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

- a. CONTRACTOR:
- b. GOVERNMENT: Contracting Officer

Department of Veterans Affairs
W.J.B. Dorn VA Medical Center
6439 Garners Ferry Road
Columbia SC 29209-1639

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

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

3. INVOICES: Invoices shall be submitted in arrears:

- a. Quarterly
- b. Semi-Annually
- c. Other

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

Department of Veterans Affairs
FMS-VA-2(101)
Financial Services Center
PO Box 149971
Austin TX 78714-9971

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

AMENDMENT NO	DATE

B.2 SUBCONTRACTING COMMITMENTS--MONITORING AND COMPLIANCE (JUN 2011)

This solicitation includes VAAR 852.215-70, Service-Disabled Veteran-Owned and Veteran-Owned Small Business Evaluation Factors, and VAAR 852.215-71, Evaluation Factor Commitments. Accordingly, any contract resulting from this solicitation will include these clauses. The contractor is advised in performing contract administration functions, the CO may use the services of a support contractor(s) to assist in assessing contractor compliance with the subcontracting commitments incorporated into the contract. To that end, the support contractor(s) may require access to the contractor's business records or other proprietary data to review such business records regarding contract 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 compliance with the subcontracting commitments.

B.3 PRICE/COST SCHEDULE

ITEM INFORMATION

ITEM NUMBER	DESCRIPTION OF SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	Contractor shall furnish all equipment, supervision, management and supplies necessary to provide a full integrated pest management program for Dorn VA Medical Center, Columbia SC in accordance with the Statement of work and VA Handbook 1850.02, including	52.00	WK		

	coverage for weekly pest control services. Contract Period: Base POP Begin: 07-03-2017 POP End: 07-02-2018				
0002	weekly pest services for kitchen areas Contract Period: Base POP Begin: 07-03-2017 POP End: 07-02-2018	52.00	WK	_____	_____
				—	—
0003	Monthly monitoring of rodent and fly equipment Contract Period: Base POP Begin: 07-03-2017 POP End: 07-02-2018	12.00	MO	_____	_____
				—	—
0004	Exterior perimeter treatments (semi annually) Contract Period: Base POP Begin: 07-03-2017 POP End: 07-02-2018	2.00	EA	_____	_____
				—	—
0005	Exterior Lawn Treatments, weekly Contract Period: Base POP Begin: 07-03-2017 POP End: 07-02-2018	52.00	WK	_____	_____
				—	—
0006	Termite Control for currently covered buildings 6, 100A, 103, 103A, 106 Contract Period: Base POP Begin: 07-03-2017 POP End: 07-02-2018	1.00	YR	_____	_____
				—	—
0007	Termite Control - buildings without	4,000.00	FT	_____	_____

	<p>current coverage: buildings 5,7,8,9,22,100,114,120 , new boiler plant - ONLY AS NEEDED IF TERMITES DISCOVERED Contract Period: Base POP Begin: 07-03- 2017 POP End: 07-02-2018</p>			—	—
0008	<p>Treatment for bedbugs when identified and needed, per single patient room. Larger areas would be priced on size. Estimate 12 per year. ONLY WHEN TREATMENT IS NEEDED. Contract Period: Base POP Begin: 07-03- 2017 POP End: 07-02-2018</p>	12.00	EA	—	—
0009	<p>Trapping of vertebral animals (foxes, raccoons, skunks, etc) as needed. Estimate of 12 per year. ONLY WHEN TRAPPING IS NEEDED. Contract Period: Base POP Begin: 07-03- 2017 POP End: 07-02-2018</p>	12.00	EA	—	—
0101	<p>Contractor shall furnish all equipment, supervision, management and supplies necessary to provide a full integrated pest management program for Dorn VA Medical Center, Columbia SC in accordance with the Statement of work and VA Handbook</p>	52.00	WK	—	—

	1850.02, including coverage for weekly pest control services Contract Period: Option 1 POP Begin: 07-03-2018 POP End: 07-02-2019				
0102	Weekly pest services for kitchen areas Contract Period: Option 1 POP Begin: 07-03-2018 POP End: 07-02-2019	52.00	WK	_____	_____
				—	—
0103	Monthly monitoring of rodent and fly equipment Contract Period: Option 1 POP Begin: 07-03-2018 POP End: 07-02-2019	12.00	MO	_____	_____
				—	—
0104	Exterior perimeter treatments (semi annually) Contract Period: Option 1 POP Begin: 07-03-2018 POP End: 07-02-2019	2.00	EA	_____	_____
				—	—
0105	Exterior Lawn Treatments, weekly Contract Period: Option 1 POP Begin: 07-03-2018 POP End: 07-02-2019	52.00	WK	_____	_____
				—	—
0106	Termite Control for currently covered buildings 6, 100A, 103, 103A, 106 Contract Period: Option 1	1.00	YR	_____	_____
				—	—

	POP Begin: 07-03-2018 POP End: 07-02-2019				
0107	Termite Control - buildings without current coverage: buildings 5,7,8,9,22,100,114,120 , new boiler plant - ONLY AS NEEDED IF TERMITES DISCOVERED Contract Period: Option 1 POP Begin: 07-03-2018 POP End: 07-02-2019	4,000.00	FT	_____	_____
				—	—
0108	Treatment for bedbugs when identified and needed, per single patient room. Larger areas would be priced on size. Estimate 12 per year. ONLY WHEN TREATMENT IS NEEDED. Contract Period: Option 1 POP Begin: 07-03-2018 POP End: 07-02-2019	12.00	EA	_____	_____
				—	—
0109	Trapping of vertebrae animals (foxes, raccoons, skunks, etc) as needed. Estimate of 12 per year. ONLY WHEN TRAPPING IS NEEDED. Contract Period: Option 1 POP Begin: 07-03-2018 POP End: 07-02-2019	12.00	EA	_____	_____
				—	—
0201	Contractor shall furnish all equipment, supervision,	52.00	WK	_____	_____
				—	—

	<p>management and supplies necessary to provide a full integrated pest management program for Dorn VA Medical Center, Columbia SC in accordance with the Statement of work and VA Handbook 1850.02, including coverage for weekly pest control services Contract Period: Option 2 POP Begin: 07-03-2019 POP End: 07-02-2020</p>				
0202	<p>Weekly pest services for kitchen areas Contract Period: Option 2 POP Begin: 07-03-2019 POP End: 07-02-2020</p>	52.00	WK	_____	_____
0203	<p>Monthly monitoring of rodent and fly equipment Contract Period: Option 2 POP Begin: 07-03-2019 POP End: 07-02-2020</p>	12.00	MO	_____	_____
0204	<p>Exterior perimeter treatments (semi annually) Contract Period: Option 2 POP Begin: 07-03-2019 POP End: 07-02-2020</p>	2.00	EA	_____	_____
0205	<p>Exterior Lawn Treatments, weekly Contract Period: Option 2 POP Begin: 07-03-</p>	52.00	WK	_____	_____

	2019 POP End: 07-02-2020				
0206	Termite Control for currently covered buildings 6, 100A, 103, 103A, 106 Contract Period: Option 2 POP Begin: 07-03-2019 POP End: 07-02-2020	1.00	YR	_____	_____
				—	—
0207	Termite Control - buildings without current coverage: buildings 5,7,8,9,22,100,114,120 , new boiler plant - ONLY AS NEEDED IF TERMITES DISCOVERED Contract Period: Option 2 POP Begin: 07-03-2019 POP End: 07-02-2020	4,000.00	FT	_____	_____
				—	—
0208	Treatment for bedbugs when identified and needed, per single patient room. Larger areas would be priced on size. Estimate 12 per year. ONLY WHEN TREATMENT IS NEEDED. Contract Period: Option 2 POP Begin: 07-03-2019 POP End: 07-02-2020	12.00	EA	_____	_____
				—	—
0209	Trapping of vertebrae animals (foxes, raccoons, skunks, etc) as needed. Estimate of 12 per year. ONLY WHEN TRAPPING IS NEEDED.	12.00	EA	_____	_____
				—	—

	Contract Period: Option 2 POP Begin: 07-03- 2019 POP End: 07-02-2020				
0301	Contractor shall furnish all equipment, supervision, management and supplies necessary to provide a full integrated pest management program for Dorn VA Medical Center, Columbia SC in accordance with the Statement of work and VA Handbook 1850.02, including coverage for weekly pest control services Contract Period: Option 3 POP Begin: 07-03- 2020 POP End: 07-02-2021	52.00	WK	_____	_____
0302	Weekly pest services for kitchen areas Contract Period: Option 3 POP Begin: 07-03- 2020 POP End: 07-02-2021	52.00	WK	_____	_____
0303	Monthly monitoring of rodent and fly equipment Contract Period: Option 3 POP Begin: 07-03- 2020 POP End: 07-02-2021	12.00	MO	_____	_____
0304	Exterior perimeter treatments (semi annually) Contract Period: Option 3	2.00	EA	_____	_____

	POP Begin: 07-03-2020 POP End: 07-02-2021				
0305	Exterior Lawn Treatments, weekly Contract Period: Option 3 POP Begin: 07-03-2020 POP End: 07-02-2021	52.00	WK	_____	_____
				—	—
0306	Termite Control for currently covered buildings 6, 100A, 103, 103A, 106 Contract Period: Option 3 POP Begin: 07-03-2020 POP End: 07-02-2021	1.00	YR	_____	_____
				—	—
0307	Termite Control - buildings without current coverage: buildings 5,7,8,9,22,100,114,120 , new boiler plant - ONLY AS NEEDED IF TERMITES DISCOVERED Contract Period: Option 3 POP Begin: 07-03-2020 POP End: 07-02-2021	4,000.00	FT	_____	_____
				—	—
0308	Treatment for bedbugs when identified and needed, per single patient room. Larger areas would be priced on size. Estimate 12 per year. ONLY WHEN TREATMENT IS NEEDED. Contract Period: Option 3 POP Begin: 07-03-2020	12.00	EA	_____	_____
				—	—

POP End: 07-02-2021					
0309	Trapping of vertebrae animals (foxes, raccoons, skunks, etc) as needed. Estimate of 12 per year. ONLY WHEN TRAPPING IS NEEDED. Contract Period: Option 3 POP Begin: 07-03-2020 POP End: 07-02-2021	12.00	EA	_____	_____
				—	—
0401	Contractor shall furnish all equipment, supervision, management and supplies necessary to provide a full integrated pest management program for Dorn VA Medical Center, Columbia SC in accordance with the Statement of work and VA Handbook 1850.02, including coverage for weekly pest control services Contract Period: Option 4 POP Begin: 07-03-2021 POP End: 07-02-2022	52.00	WK	_____	_____
				—	—
0402	Weekly pest services for kitchen areas Contract Period: Option 4 POP Begin: 07-03-2021 POP End: 07-02-2022	52.00	WK	_____	_____
				—	—
0403	Monthly monitoring of rodent and fly equipment Contract Period: Option 4	12.00	MO	_____	_____
				—	—

	POP Begin: 07-03-2021 POP End: 07-02-2022				
0404	Exterior perimeter treatments (semi annually) Contract Period: Option 4 POP Begin: 07-03-2021 POP End: 07-02-2022	2.00	EA	_____	_____
				—	—
0405	Exterior Lawn Treatments, weekly Contract Period: Option 4 POP Begin: 07-03-2021 POP End: 07-02-2022	52.00	WK	_____	_____
				—	—
0406	Termite Control for currently covered buildings 6, 100A, 103, 103A, 106 Contract Period: Option 4 POP Begin: 07-03-2021 POP End: 07-02-2022	1.00	YR	_____	_____
				—	—
0407	Termite Control - buildings without current coverage: buildings 5,7,8,9,22,100,114,120 , new boiler plant - ONLY AS NEEDED IF TERMITES DISCOVERED Contract Period: Option 4 POP Begin: 07-03-2021 POP End: 07-02-2022	4,000.00	FT	_____	_____
				—	—
0408	Treatment for bedbugs when identified and needed, per single	12.00	EA	_____	_____
				—	—

patient room. Larger areas would be priced on size. Estimate 12 per year. ONLY WHEN TREATMENT IS NEEDED.

Contract Period:
Option 4
POP Begin: 07-03-2021
POP End: 07-02-2022

0409	Trapping of vertebrae animals (foxes, raccoons, skunks, etc) as needed. Estimate of 12 per year. ONLY WHEN TRAPPING IS NEEDED.	12.00	EA	_____	_____
	Contract Period: Option 4 POP Begin: 07-03-2021 POP End: 07-02-2022			—	—

GRAND TOTAL	_____
	—

SECTION C - CONTRACT CLAUSES

C.1 52.212-4 CONTRACT TERMS AND CONDITIONS—COMMERCIAL ITEMS (JAN 2017)

(a) *Inspection/Acceptance.* The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. If repair/replacement or reperformance will not correct the defects or is not possible, the Government may seek an equitable price reduction or adequate consideration for acceptance of nonconforming supplies or services. The Government must exercise its post-acceptance rights—

(1) Within a reasonable time after the defect was discovered or should have been discovered; and

(2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(b) *Assignment.* The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes payment (e.g., use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(c) *Changes.* Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) *Disputes.* This contract is subject to 41 U.S.C. chapter 71, Contract Disputes. Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) *Definitions.* The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.

(f) *Excusable delays.* The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) *Invoice.*

(1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include—

- (i) Name and address of the Contractor;
- (ii) Invoice date and number;
- (iii) Contract number, line item number and, if applicable, the order number;
- (iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;
- (v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;
- (vi) Terms of any discount for prompt payment offered;
- (vii) Name and address of official to whom payment is to be sent;
- (viii) Name, title, and phone number of person to notify in event of defective invoice; and
- (ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.
- (x) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer—System for Award Management, or 52.232-34, Payment by Electronic Funds Transfer—Other Than System for Award Management), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(2) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR part 1315.

(h) *Patent indemnity.* The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) Payment.—

(1) *Items accepted.* Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract.

(2) *Prompt payment.* The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR part 1315.

(3) *Electronic Funds Transfer (EFT)*. If the Government makes payment by EFT, see 52.212-5(b) for the appropriate EFT clause.

(4) *Discount*. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(5) *Overpayments*. If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall—

(i) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the—

(A) Circumstances of the overpayment (e.g., duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);

(B) Affected contract number and delivery order number, if applicable;

(C) Affected line item or subline item, if applicable; and

(D) Contractor point of contact.

(ii) Provide a copy of the remittance and supporting documentation to the Contracting Officer.

(6) *Interest*.

(i) All amounts that become payable by the Contractor to the Government under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in 41 U.S.C. 7109, which is applicable to the period in which the amount becomes due, as provided in (i)(6)(v) of this clause, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid.

(ii) The Government may issue a demand for payment to the Contractor upon finding a debt is due under the contract.

(iii) *Final decisions*. The Contracting Officer will issue a final decision as required by 33.211 if—

(A) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt within 30 days;

(B) The Contractor fails to liquidate a debt previously demanded by the Contracting Officer within the timeline specified in the demand for payment unless the amounts were not repaid because the Contractor has requested an installment payment agreement; or

(C) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer (see 32.607-2).

(iv) If a demand for payment was previously issued for the debt, the demand for payment included in the final decision shall identify the same due date as the original demand for payment.

(v) Amounts shall be due at the earliest of the following dates:

(A) The date fixed under this contract.

(B) The date of the first written demand for payment, including any demand for payment resulting from a default termination.

(vi) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on—

(A) The date on which the designated office receives payment from the Contractor;

(B) The date of issuance of a Government check to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or

(C) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.

(vii) The interest charge made under this clause may be reduced under the procedures prescribed in 32.608-2 of the Federal Acquisition Regulation in effect on the date of this contract.

(j) *Risk of loss.* Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) *Taxes.* The contract price includes all applicable Federal, State, and local taxes and duties.

(l) *Termination for the Government's convenience.* The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) *Termination for cause.* The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) *Title*. Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) *Warranty*. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) *Limitation of liability*. Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) *Other compliances*. The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) *Compliance with laws unique to Government contracts*. The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. chapter 37, Contract Work Hours and Safety Standards; 41 U.S.C. chapter 87, Kickbacks; 41 U.S.C. 4712 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. chapter 21 relating to procurement integrity.

(s) *Order of precedence*. Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:

(1) The schedule of supplies/services.

(2) The Assignments, Disputes, Payments, Invoice, Other Compliances, Compliance with Laws Unique to Government Contracts, and Unauthorized Obligations paragraphs of this clause;

(3) The clause at 52.212-5.

(4) Addenda to this solicitation or contract, including any license agreements for computer software.

(5) Solicitation provisions if this is a solicitation.

(6) Other paragraphs of this clause.

(7) The Standard Form 1449.

(8) Other documents, exhibits, and attachments

(9) The specification.

(t) *System for Award Management (SAM)*.

(1) Unless exempted by an addendum to this contract, the Contractor is responsible during performance and through final payment of any contract for the accuracy and completeness of the data within the SAM database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the SAM database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the SAM database to ensure it is current, accurate and complete. Updating information in

the SAM does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

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

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

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

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

(u) *Unauthorized Obligations.*

(1) Except as stated in paragraph (u)(2) of this clause, when any supply or service acquired under this contract is subject to any End User License Agreement (EULA), Terms of Service (TOS), or similar legal instrument or agreement, that includes any clause requiring the Government to indemnify the Contractor or any person or entity for damages, costs, fees, or any other loss or liability that would create an Anti-Deficiency Act violation (31 U.S.C. 1341), the following shall govern:

(i) Any such clause is unenforceable against the Government.

(ii) Neither the Government nor any Government authorized end user shall be deemed to have agreed to such clause by virtue of it appearing in the EULA, TOS, or similar legal instrument or agreement. If the EULA, TOS, or similar legal instrument or agreement is invoked through an "I agree" click box or other comparable mechanism (e.g., "click-wrap" or "browse-wrap" agreements), execution does not bind the Government or any Government authorized end user to such clause.

(iii) Any such clause is deemed to be stricken from the EULA, TOS, or similar legal instrument or agreement.

(2) Paragraph (u)(1) of this clause does not apply to indemnification by the Government that is expressly authorized by statute and specifically authorized under applicable agency regulations and procedures.

(v) *Incorporation by reference.* The Contractor's representations and certifications, including those completed electronically via the System for Award Management (SAM), are incorporated by reference into the contract.

(End of Clause)

ADDENDUM to FAR 52.212-4 CONTRACT TERMS AND CONDITIONS—COMMERCIAL ITEMS

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

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

FAR Clauses

- 52.203-16 Preventing Personal Conflicts of Interest (DEC 2011)
- 52.203-17 Contractor Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights (APR 2014)
- 52.203-99 Prohibition on Contracting With Entities That Require Certain Internal Confidentiality Agreements (DEVIATION 2015-02) (FEB 2015)
- 52.204-4 Printed or Copied Double-Sided on Postconsumer Fiber Content Paper (MAY 2011)

- 52.232-35 Designation of Office for Government Receipt of Electronic Funds Transfer Information (JUL 2013)

VAAR Clauses

- 852.203-70 Commercial Advertising (JAN 2008)
- 852.203-71 Display of Department of Veterans Affairs Hotline Poster (DEC 1992)

(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 and 108-78 (19 U.S.C. 3805 note)).

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

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

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

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

(4) 52.204–10, Reporting Executive Compensation and First-Tier Subcontract Awards (OCT 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).

(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 Set-Aside (NOV 2011) (15 U.S.C. 644).

(ii) Alternate I (NOV 2011).

(iii) Alternate II (NOV 2011).

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

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

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

(16) 52.219-8, Utilization of Small Business Concerns (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)).

(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).

[] (26) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (OCT 2016) (E.O. 13126).

[X] (27) 52.222-21, Prohibition of Segregated Facilities (APR 2015).

[X] (28) 52.222-26, Equal Opportunity (SEP 2016) (E.O. 11246).

[X] (29) 52.222-35, Equal Opportunity for Veterans (OCT 2015) (38 U.S.C. 4212).

[X] (30) 52.222-36, Equal Opportunity for Workers with Disabilities (JUL 2014) (29 U.S.C. 793).

[X] (31) 52.222-37, Employment Reports on Veterans (FEB 2016) (38 U.S.C. 4212).

[X] (32) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496).

[X] (33)(i) 52.222-50, Combating Trafficking in Persons (MAR 2015) (22 U.S.C. chapter 78 and E.O. 13627).

[] (ii) Alternate I (MAR 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).

[X] (34) 52.222-54, Employment Eligibility Verification (OCT 2015). (E. O. 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)

[] (35) 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.)

[X] (38) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (JUN 2016) (E.O. 13693).

[X] (39) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (JUN 2016) (E.O. 13693).

[] (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.)

(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 Televisions (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.

(44) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011)

(45) 52.223-20, Aerosols (JUN 2016) (E.O. 13693).

(46) 52.223-21, Foams (JUN 2016) (E.O. 13693).

(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).

(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).

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

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

Employee Class	Monetary Wage-Fringe Benefits
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PEST CONTROLLER	\$20.72
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(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).

(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) 52.237-11, 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.

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

- (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 and 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)

C.3 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

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

(End of Clause)

C.4 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 60 months.

(End of Clause)

<u>FAR</u> <u>Number</u>	<u>Title</u>	<u>Date</u>
52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS	NOV 2016
52.232-18	AVAILABILITY OF FUNDS	APR 1984
52.237-2	PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION	APR 1984
<u>FAR</u> <u>Number</u>	<u>Title</u>	<u>Date</u>
52.246-4	INSPECTION OF SERVICES—FIXED-PRICE	AUG 1996

C.5 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 SOUTH CAROLINA. 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)

<u>FAR</u> <u>Number</u>	<u>Title</u>	<u>Date</u>
852.203-70	COMMERCIAL ADVERTISING	JAN 2008
852.203-71	DISPLAY OF DEPARTMENT OF VETERANS AFFAIRS HOTLINE POSTER	DEC 1992
852.232-72	ELECTRONIC SUBMISSION OF PAYMENT REQUESTS	NOV 2012

SECTION D - CONTRACT DOCUMENTS, EXHIBITS, OR ATTACHMENTS

See attached document: Pest Control SOW.

See attached document: pest1 control handbook 1850.02.

See attached document: Wage Determination for INTEGRATED PEST MANAGEMENT.

SECTION E - SOLICITATION PROVISIONS

E.1 52.212-1 INSTRUCTIONS TO OFFERORS—COMMERCIAL ITEMS (JAN 2017)

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

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

- (1) The solicitation number;
- (2) The time specified in the solicitation for receipt of offers;
- (3) The name, address, and telephone number of the offeror;
- (4) A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary;
- (5) Terms of any express warranty;
- (6) Price and any discount terms;
- (7) "Remit to" address, if different than mailing address;
- (8) A completed copy of the representations and certifications at FAR 52.212-3 (see FAR 52.212-3(b) for those representations and certifications that the offeror shall complete electronically);
- (9) Acknowledgment of Solicitation Amendments;
- (10) Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items and other references (including contract numbers, points of contact with telephone numbers and other relevant information); and
- (11) If the offer is not submitted on the SF 1449, include a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. Offers that fail to furnish required representations or information, or reject the terms and conditions of the solicitation may be excluded from consideration.

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

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

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

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

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

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

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

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

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

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

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

(4) If an emergency or unanticipated event interrupts normal Government processes so that offers cannot be received at the Government office designated for receipt of offers by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(5) Offers may be withdrawn by written notice received at any time before the exact time set for receipt of offers. Oral offers in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for receipt of offers, subject to the conditions specified in the solicitation concerning facsimile

offers. An offer may be withdrawn in person by an offeror or its authorized representative if, before the exact time set for receipt of offers, the identity of the person requesting withdrawal is established and the person signs a receipt for the offer.

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

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

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

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

GSA Federal Supply Service Specifications Section

Suite 8100 470 East L'Enfant Plaza, SW

Washington, DC 20407

Telephone (202) 619-8925

Facsimile (202) 619-8978.

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

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

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

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

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

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

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

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

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

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

(j) *Unique entity identifier.* (Applies to all offers exceeding \$3,500, and offers of \$3,500 or less if the solicitation requires the Contractor to be registered in the System for Award Management (SAM) database.) The Offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation “Unique Entity Identifier” followed by the unique entity identifier that identifies the Offeror’s name and address. The Offeror also shall enter its Electronic Funds Transfer (EFT) indicator, if applicable. The EFT indicator is a four-character suffix to the unique entity identifier. The suffix is assigned at the discretion of the Offeror to establish additional SAM records for identifying alternative EFT accounts (see subpart 32.11) for the same entity. If the Offeror does not have a unique entity identifier, it should contact the entity designated at www.sam.gov for unique entity identifier establishment directly to obtain one. The Offeror should indicate that it is an offeror for a Government contract when contacting the entity designated at www.sam.gov for establishing the unique entity identifier.

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

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

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

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

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

(4) A summary of the rationale for award;

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

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

(End of Provision)

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

(a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors shall be used to evaluate offers:

SEE BASIS OF AWARD BELOW

Technical and past performance, when combined, are.

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

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

Basis of Award

Project: INTEGRATED PEST MANAGEMENT

A. BASIS FOR AWARD.

Award will be made to the **lowest priced, technically acceptable** responsible offeror, whose offer conforms to all stated terms, conditions, representations, certifications, and any other information required by this solicitation. Offers will be ranked by price first then evaluated for technically acceptable. If, the low priced offer is found to be technically acceptable the evaluation process stops no other offer will be evaluated. If necessary this process will be performed until there is a low priced technically acceptable offer. If no offer is technically acceptable the government will make a determination to re-solicit. Technical tradeoff **will not** be made and no additional credit will be given for exceeding the minimum requirements. In the event an offeror's proposal is determined to be unacceptable in any of these factors, the entire proposal will be considered unacceptable and the offeror will be ineligible for award.¹

****ALL factors must be rated ACCEPTABLE to be considered for award.**

B. EVALUATION METHODOLOGY. The award decision will be based on the following:

1. Registered in www.sam.gov to receive Government contracts.

¹ If the contracting officer determines that a small business' past performance is not acceptable, the matter shall be referred to the Small Business Administration for a Certificate of Competency determination, in accordance with the procedures contained in Subpart 19.6 and 15 U.S.C. 637(b)(7)).

2. **Price**. All line items in the Price Schedule **must** include a price. The total evaluated price will consist of the offeror's total proposed price. The Government may determine that an offer is unacceptable if the prices are significantly unbalanced. Price realism may be performed by the Contracting Officer.

3. **Technical**. The offeror is to provide the following to meet the minimum requirements

A. The program manager must have a minimum of 5 years of experience in managing pest control services consisting of an Integrated Pest Management (IPM) approach for a large medical center or similar clinical facility.

B. Pest Control Operator/Technician (PCO) applying pesticides on VA property must have a minimum of 5 years of experience in applying pest control services consisting of an Integrated Pest Management (IPM) approach for a large medical center or similar clinical facility.

C. Pest Control Operator/Technician (PCO) applying pesticides on VA property must be licensed in the state of South Carolina, as a minimum, in the following categories: 3) Ornamental and Turf Pest Control, 7) Institutional/Structural and 83) Public Health.

D. Contractor PCO staff working on VA property will be properly trained, licensed, and certified to treat the pests identified in Section 15 of the Statement of Work.

E. Contractor shall have in their employment or ready access to a person with advanced training in entomology, as identified in Section 7.f. of the Statement of Work.

F. Contractor must have the capability to provide 24 hour/7 day a week emergency pest services, as specified in the Statement of work for all covered services.

4. **Past Performance**. The Government will evaluate the Offeror's past performance in Integrated Pest Management Services to measure the likelihood of success in performing the solicitation's requirements. The offeror must provide a minimum of two past performance experiences related to Integrated Pest Management (IPM) for a large medical center or similar clinical facility. The past performance must be within the last three years. The past performance experience must include the client's POC with email and phone number. It is the responsibility of the Offeror to ensure that their contact information is current and accurate. The Government may, at its discretion, obtain and evaluate information from sources other than those provided by the Offeror.

"Lowest Price, Technically Acceptable" Evaluation Standards

Acceptable

ALL of the minimum acceptable criteria are clearly met by the offer. The offer meets the minimum performance and technical capability requirements defined in the solicitation.

Unacceptable

Not all of the minimum acceptable criteria were met by the offer. An unacceptable offer contains one or more deficiencies that does not meet the performance and technical capability requirements defined in the solicitation..

The following table will be used for each proposal received to score each LPTA factor as to whether it is Acceptable or Unacceptable.

OFFEROR: _____

REQUEST FOR QUOTE #VA247-17-Q-0632

<u>Non- Cost/Price Factors</u>	<u>Technically Acceptable/Unacceptable</u>
REGISTERED IN SAM	
TECHNICAL	
PAST PERFORMANCE	
PRICE (Not Rated)	

(End of Provision)

(End of Provision)

**E.3 52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS—
COMMERCIAL ITEMS (JAN 2017)**

The Offeror shall complete only paragraph (b) of this provision if the Offeror has completed the annual representations and certification electronically via the System for Award Management (SAM) Web site located at <https://www.sam.gov/portal>. If the Offeror has not completed the annual representations and certifications electronically, the Offeror shall complete only paragraphs (c) through (u) of this provision.

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

Administrative merits determination means certain notices or findings of labor law violations issued by an enforcement agency following an investigation. An administrative merits determination may be final or be subject to appeal or further review. To determine whether a particular notice or finding is covered by this definition, it is necessary to consult section II.B. in the DOL Guidance.

Arbitral award or decision means an arbitrator or arbitral panel determination that a labor law violation occurred, or that enjoined or restrained a violation of labor law. It includes an award or decision that is not final or is subject to being confirmed, modified, or vacated by a court, and includes an award or decision resulting from private or confidential proceedings. To determine whether a particular award or decision is covered by this definition, it is necessary to consult section II.B. in the DOL Guidance.

Civil judgment means—

(1) In paragraph (h) of this provision: A judgment or finding of a civil offense by any court of competent jurisdiction.

(2) In paragraph (s) of this provision: Any judgment or order entered by any Federal or State court in which the court determined that a labor law violation occurred, or enjoined or restrained a violation of labor law. It includes a judgment or order that is not final or is subject to appeal. To determine whether a particular judgment or order is covered by this definition, it is necessary to consult section II.B. in the DOL Guidance.

DOL Guidance means the Department of Labor (DOL) Guidance entitled: “Guidance for Executive Order 13673, ‘Fair Pay and Safe Workplaces’ “. The DOL Guidance, dated August 25, 2016, can be obtained from www.dol.gov/fairpayandsafeworkplaces.

Economically disadvantaged women-owned small business (EDWOSB) concern means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States and who are economically disadvantaged in accordance with 13 CFR part 127. It automatically qualifies as a women-owned small business eligible under the WOSB Program.

Enforcement agency means any agency granted authority to enforce the Federal labor laws. It includes the enforcement components of DOL (Wage and Hour Division, Office of Federal Contract Compliance Programs, and Occupational Safety and Health Administration), the Equal Employment Opportunity Commission, the Occupational Safety and Health Review Commission, and the National Labor Relations Board. It also means a State agency designated to administer an OSHA-approved State Plan, but only to the extent that the State agency is acting in its capacity as administrator of such plan. It does not include other Federal agencies which, in their capacity as contracting agencies, conduct investigations of potential labor law violations. The enforcement agencies associated with each labor law under E.O. 13673 are—

- (1) Department of Labor Wage and Hour Division (WHD) for—
 - (i) The Fair Labor Standards Act;
 - (ii) The Migrant and Seasonal Agricultural Worker Protection Act;
 - (iii) 40 U.S.C. chapter 31, subchapter IV, formerly known as the Davis-Bacon Act;
 - (iv) 41 U.S.C. chapter 67, formerly known as the Service Contract Act;
 - (v) The Family and Medical Leave Act; and
 - (vi) E.O. 13658 of February 12, 2014 (Establishing a Minimum Wage for Contractors);
- (2) Department of Labor Occupational Safety and Health Administration (OSHA) for—

- (i) The Occupational Safety and Health Act of 1970; and
- (ii) OSHA-approved State Plans;
- (3) Department of Labor Office of Federal Contract Compliance Programs (OFCCP) for—
 - (i) Section 503 of the Rehabilitation Act of 1973;
 - (ii) The Vietnam Era Veterans' Readjustment Assistance Act of 1972 and the Vietnam Era Veterans' Readjustment Assistance Act of 1974; and
 - (iii) E.O. 11246 of September 24, 1965 (Equal Employment Opportunity);
- (4) National Labor Relations Board (NLRB) for the National Labor Relations Act; and
- (5) Equal Employment Opportunity Commission (EEOC) for—
 - (i) Title VII of the Civil Rights Act of 1964;
 - (ii) The Americans with Disabilities Act of 1990;
 - (iii) The Age Discrimination in Employment Act of 1967; and
 - (iv) Section 6(d) of the Fair Labor Standards Act (Equal Pay Act).

Forced or indentured child labor means all work or service—

- (1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or
- (2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

Highest-level owner means the entity that owns or controls an immediate owner of the offeror, or that owns or controls one or more entities that control an immediate owner of the offeror. No entity owns or exercises control of the highest level owner.

Immediate owner means an entity, other than the offeror, that has direct control of the offeror. Indicators of control include, but are not limited to, one or more of the following: Ownership or interlocking management, identity of interests among family members, shared facilities and equipment, and the common use of employees.

Inverted domestic corporation means a foreign incorporated entity that meets the definition of an inverted domestic corporation under 6 U.S.C. 395(b), applied in accordance with the rules and definitions of 6 U.S.C. 395(c).

Labor compliance agreement means an agreement entered into between a contractor or subcontractor and an enforcement agency to address appropriate remedial measures, compliance assistance, steps to resolve issues to increase compliance with the labor laws, or other related matters.

Labor laws means the following labor laws and E.O.s:

- (1) The Fair Labor Standards Act.

- (2) The Occupational Safety and Health Act (OSHA) of 1970.
- (3) The Migrant and Seasonal Agricultural Worker Protection Act.
- (4) The National Labor Relations Act.
- (5) 40 U.S.C. chapter 31, subchapter IV, formerly known as the Davis-Bacon Act.
- (6) 41 U.S.C. chapter 67, formerly known as the Service Contract Act.
- (7) E.O. 11246 of September 24, 1965 (Equal Employment Opportunity).
- (8) Section 503 of the Rehabilitation Act of 1973.
- (9) The Vietnam Era Veterans' Readjustment Assistance Act of 1972 and the Vietnam Era Veterans' Readjustment Assistance Act of 1974.
- (10) The Family and Medical Leave Act.
- (11) Title VII of the Civil Rights Act of 1964.
- (12) The Americans with Disabilities Act of 1990.
- (13) The Age Discrimination in Employment Act of 1967.
- (14) E.O. 13658 of February 12, 2014 (Establishing a Minimum Wage for Contractors).
- (15) Equivalent State laws as defined in the DOL Guidance. (The only equivalent State laws implemented in the FAR are OSHA-approved State Plans, which can be found at www.osha.gov/dcsp/osp/approved_state_plans.html).

Labor law decision means an administrative merits determination, arbitral award or decision, or civil judgment, which resulted from a violation of one or more of the laws listed in the definition of “labor laws”.

Manufactured end product means any end product in product and service codes (PSCs) 1000-9999, except—

- (1) PSC 5510, Lumber and Related Basic Wood Materials;
- (2) Product or Service Group (PSG) 87, Agricultural Supplies;
- (3) PSG 88, Live Animals;
- (4) PSG 89, Subsistence;
- (5) PSC 9410, Crude Grades of Plant Materials;
- (6) PSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) PSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- (8) PSC 9610, Ores;

(9) PSC 9620, Minerals, Natural and Synthetic; and

(10) PSC 9630, Additive Metal Materials.

Place of manufacture means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

Predecessor means an entity that is replaced by a successor and includes any predecessors of the predecessor.

Restricted business operations means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person (as that term is defined in Section 2 of the Sudan Accountability and Divestment Act of 2007) conducting the business can demonstrate—

(1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;

(2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;

(3) Consist of providing goods or services to marginalized populations of Sudan;

(4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;

(5) Consist of providing goods or services that are used only to promote health or education; or

(6) Have been voluntarily suspended.

“Sensitive technology”—

(1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically—

(i) To restrict the free flow of unbiased information in Iran; or

(ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and

(2) Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit pursuant to section 203(b)(3) of the International Emergency Economic Powers Act (50 U.S.C. 1702(b)(3)).

Service-disabled veteran-owned small business concern—

(1) Means a small business concern—

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

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

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

Small business concern means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

Small disadvantaged business concern, consistent with 13 CFR 124.1002, means a small business concern under the size standard applicable to the acquisition, that—

(1) Is at least 51 percent unconditionally and directly owned (as defined at 13 CFR 124.105) by—

(i) One or more socially disadvantaged (as defined at 13 CFR 124.103) and economically disadvantaged (as defined at 13 CFR 124.104) individuals who are citizens of the United States; and

(ii) Each individual claiming economic disadvantage has a net worth not exceeding \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(2) The management and daily business operations of which are controlled (as defined at 13.CFR 124.106) by individuals, who meet the criteria in paragraphs (1)(i) and (ii) of this definition.

Subsidiary means an entity in which more than 50 percent of the entity is owned—

(1) Directly by a parent corporation; or

(2) Through another subsidiary of a parent corporation.

Successor means an entity that has replaced a predecessor by acquiring the assets and carrying out the affairs of the predecessor under a new name (often through acquisition or merger). The term “successor” does not include new offices/divisions of the same company or a company that only changes its name. The extent of the responsibility of the successor for the liabilities of the predecessor may vary, depending on State law and specific circumstances.

Veteran-owned small business concern means a small business concern—

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

Women-owned business concern means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or

more women; and whose management and daily business operations are controlled by one or more women.

Women-owned small business concern means a small business concern—

(1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

Women-owned small business (WOSB) concern eligible under the WOSB Program (in accordance with 13 CFR part 127), means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States.

Note to paragraph (a): By a court order issued on October 24, 2016, the following definitions in this paragraph (a) are enjoined indefinitely as of the date of the order: “Administrative merits determination”, “Arbitral award or decision”, paragraph (2) of “Civil judgment”, “DOL Guidance”, “Enforcement agency”, “Labor compliance agreement”, “Labor laws”, and “Labor law decision”. The enjoined definitions 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.

(b)(1) *Annual Representations and Certifications.* Any changes provided by the offeror in paragraph (b)(2) of this provision do not automatically change the representations and certifications posted on the SAM website.

(2) The offeror has completed the annual representations and certifications electronically via the SAM website access through <http://www.acquisition.gov>. After reviewing the SAM database information, the offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications—Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs .

(c) Offerors must complete the following representations when the resulting contract will be performed in the United States or its outlying areas. Check all that apply.

(1) *Small business concern.* The offeror represents as part of its offer that it [] is, [] is not a small business concern.

(2) *Veteran-owned small business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents as part of its offer that it [] is, [] is not a veteran-owned small business concern.

(3) *Service-disabled veteran-owned small business concern.* [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.] The offeror represents as part of its offer that it [] is, [] is not a service-disabled veteran-owned small business concern.

(4) *Small disadvantaged business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it [] is, [] is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(5) *Women-owned small business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it [] is, [] is not a women-owned small business concern.

(6) WOSB concern eligible under the WOSB Program. [Complete only if the offeror represented itself as a women-owned small business concern in paragraph (c)(5) of this provision.] The offeror represents that—

(i) It [] is, [] is not a WOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It [] is, [] is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(6)(i) of this provision is accurate for each WOSB concern eligible under the WOSB Program participating in the joint venture. [The offeror shall enter the name or names of the WOSB concern eligible under the WOSB Program and other small businesses that are participating in the joint venture: _____.] Each WOSB concern eligible under the WOSB Program participating in the joint venture shall submit a separate signed copy of the WOSB representation.

(7) Economically disadvantaged women-owned small business (EDWOSB) concern. [Complete only if the offeror represented itself as a WOSB concern eligible under the WOSB Program in (c)(6) of this provision.] The offeror represents that—

(i) It [] is, [] is not an EDWOSB concern, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It [] is, [] is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(7)(i) of this provision is accurate for each EDWOSB concern participating in the joint venture. [The offeror shall enter the name or names of the EDWOSB concern and other small businesses that are participating in the joint venture: _____.] Each EDWOSB concern participating in the joint venture shall submit a separate signed copy of the EDWOSB representation.

Note: Complete paragraphs (c)(8) and (c)(9) only if this solicitation is expected to exceed the simplified acquisition threshold.

(8) *Women-owned business concern (other than small business concern).* [Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it [] is a women-owned business concern.

(9) *Tie bid priority for labor surplus area concerns.* If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:

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

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

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

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

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

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

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

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

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

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

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

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

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

(2) Foreign End Products:

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

[List as necessary]

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

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

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

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

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

Line Item No.	Country of Origin
_____	_____
_____	_____

[List as necessary]

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

Other Foreign End Products:

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

[List as necessary]

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

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

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

Canadian End Products:

Line Item No.

[List as necessary]

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

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

Canadian or Israeli End Products:

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

[List as necessary]

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

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

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

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

[List as necessary]

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

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

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

Other End Products:

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

[List as necessary]

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

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

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

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

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

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

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

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

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

(ii) *Examples.*

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

(B) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. Sec. 6320 entitling the taxpayer to request a hearing with

the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

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

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

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

(1) *Listed end products.*

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

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

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

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

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

(2) Outside the United States.

(k) *Certificates regarding exemptions from the application of the Service Contract Labor Standards.* (Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services.)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

TIN: _____.

TIN has been applied for.

TIN is not required because:

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

Offeror is an agency or instrumentality of a foreign government;

Offeror is an agency or instrumentality of the Federal Government.

(4) *Type of organization.*

Sole proprietorship;

Partnership;

Corporate entity (not tax-exempt);

Corporate entity (tax-exempt);

Government entity (Federal, State, or local);

Foreign government;

International organization per 26 CFR 1.6049-4;

Other _____.

(5) *Common parent.*

Offeror is not owned or controlled by a common parent;

Name and TIN of common parent:

Name _____.

TIN _____.

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

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

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

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

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

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

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

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

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

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

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

(iii) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds \$3,500 with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked pursuant to the International Emergency Economic Powers Act (50 U.S.C. 1701 *et seq.*) (see OFAC's Specially Designated Nationals and Blocked Persons List at <http://www.treasury.gov/ofac/downloads/t11sdn.pdf>).

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

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

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

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

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

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

Immediate owner CAGE code: ____.

Immediate owner legal name: ____.

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

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

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

Highest-level owner CAGE code: ____.

Highest-level owner legal name: ____.

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

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

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

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

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

(2) The Offeror represents that—

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

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

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

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

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

Predecessor CAGE code: ____ (or mark “Unknown”).

Predecessor legal name: ____.

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

(s) *Representation regarding compliance with labor laws (Executive Order 13673).* If the offeror is a joint venture that is not itself a separate legal entity, each concern participating in the joint venture shall separately comply with the requirements of this provision.

(1)(i) For solicitations issued on or after October 25, 2016 through April 24, 2017: The Offeror does does not anticipate submitting an offer with an estimated contract value of greater than \$50 million.

(ii) For solicitations issued after April 24, 2017: The Offeror does does not anticipate submitting an offer with an estimated contract value of greater than \$500,000.

(2) If the Offeror checked “does” in paragraph (s)(1)(i) or (ii) of this provision, the Offeror represents to the best of the Offeror's knowledge and belief [Offeror to check appropriate block]:

(i) There has been no administrative merits determination, arbitral award or decision, or civil judgment for any labor law violation(s) rendered against the offeror (see definitions in paragraph (a) of this section) during the period beginning on October 25, 2015 to the date of the offer, or for three years preceding the date of the offer, whichever period is shorter; or

(ii) There has been an administrative merits determination, arbitral award or decision, or civil judgment for any labor law violation(s) rendered against the Offeror during the period beginning on October 25, 2015 to the date of the offer, or for three years preceding the date of the offer, whichever period is shorter.

(3)(i) If the box at paragraph (s)(2)(ii) of this provision is checked and the Contracting Officer has initiated a responsibility determination and has requested additional information, the Offeror shall provide--

(A) The following information for each disclosed labor law decision in the System for Award Management (SAM) at www.sam.gov, unless the information is already current, accurate, and complete in SAM. This information will be publicly available in the Federal Awardee Performance and Integrity Information System (FAPIS):

(1) The labor law violated.

(2) The case number, inspection number, charge number, docket number, or other unique identification number.

(3) The date rendered.

(4) The name of the court, arbitrator(s), agency, board, or commission that rendered the determination or decision;

(B) The administrative merits determination, arbitral award or decision, or civil judgment document, to the Contracting Officer, if the Contracting Officer requires it;

(C) In SAM, such additional information as the Offeror deems necessary to demonstrate its responsibility, including mitigating factors and remedial measures such as offeror actions taken to address the violations, labor compliance agreements, and other steps taken to achieve compliance with labor laws. Offerors may provide explanatory text and upload documents. This information will not be made public unless the contractor determines that it wants the information to be made public; and

(D) The information in paragraphs (s)(3)(i)(A) and (s)(3)(i)(C) of this provision to the Contracting Officer, if the Offeror meets an exception to SAM registration (see FAR 4.1102(a)).

(ii)(A) The Contracting Officer will consider all information provided under (s)(3)(i) of this provision as part of making a responsibility determination.

(B) A representation that any labor law decision(s) were rendered against the Offeror will not necessarily result in withholding of an award under this solicitation. Failure of the Offeror to furnish a representation or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(C) The representation in paragraph (s)(2) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous representation, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation in accordance with the procedures set forth in FAR 12.403.

(4) The Offeror shall provide immediate written notice to the Contracting Officer if at any time prior to contract award the Offeror learns that its representation at paragraph (s)(2) of this provision is no longer accurate.

(5) The representation in paragraph (s)(2) of this provision will be public information in the Federal Awardee Performance and Integrity Information System (FAPIS).

Note to paragraph (s): By a court order issued on October 24, 2016, this paragraph (s) 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.

(t) *Public Disclosure of Greenhouse Gas Emissions and Reduction Goals.* Applies in all solicitations that require offerors to register in SAM (52.212-1(k)).

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

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

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

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

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

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

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

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

(End of Provision)

Williams Jennings Bryan Dorn VA Medical Center, Columbia SC
PERFORMANCE BASED WORK STATEMENT

INTERGRATED PEST MANAGEMENT

1. GENERAL:

The Contractor shall provide all labor, materials, equipment, transportation and supervision necessary to provide an Integrated Pest Management Program (IPMP) to the Veteran’s Health Administration (VHA) facility shown in Section 4. An IPMP is a process for achieving long-term, environmentally sound pest suppression and prevention through the use of a wide variety of technological and management practices. Control strategies in an IPM program include:

- Structural and procedural modifications to reduce food, water, harborage, and access used by pests.
- Pesticide compounds, formulations, and application methods that present the lowest potential hazard to humans and the environment.
- Non-pesticide technologies such as trapping and monitoring devices.
- Coordination among all facilities management programs that have a bearing on the pest control effort.

The William Jennings Bryan Dorn Veterans Administration Hospital (Dorn VA Medical Center) currently operates under an IPMP following guidance provided in the references listed in section 23.

2. BACKGROUND:

The William Jennings Bryan Dorn VA Medical Center is a 216-bed facility, encompassing acute medical, surgical, psychiatric, and long-term care. The hospital is located in Columbia, South Carolina and provides primary, secondary, and some tertiary care. Annually, the medical center serves approximately 85,000 patients.

3. PERIOD OF PERFORMANCE: Base year plus 4 –one year option periods.

Base Year:	3 July 2017 – 2 July 2018
1 st Option Period	3 July 2018 – 2 July 2019
2 nd Option Period	3 July 2019 – 2 July 2020
3 rd Option Period	3 July 2020 – 2 July 2021
4 th Option Period	3 July 2021 – 2 July 2022

4. PLACES OF PERFORMANCE:

a.	William Jennings Bryan Dorn VA Medical Center (WJBDVAMC), 6439 Garners Ferry Rd., Columbia, South Carolina 29209
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5. HOURS OF OPERATION: Monday – Friday 8:00 a.m. to 4:30 p.m. except federal holidays.

6. SCOPE OF WORK (SOW): This specification is intended to produce an acceptable level of performance. The government does recognize the possibility of contractors achieving the same or improved results due to innovative approaches, advances in state-of-the-art of equipment, materials and supplies, improved procedures, and/or for other reasons. Accordingly, provision is hereby made for altering this specification when the contractor conclusively demonstrates the ability to maintain the standards established herein through use of improved techniques, materials, equipment, or scheduling. All alterations are contingent upon the recommendation of the Contracting Officer's Representative (COR) and the approval of the Contracting Officer.

7. PERFORMANCE REQUIREMENTS:

a. The Contractor shall provide all supplies, materials, equipment, labor, supervision, management, and transportation to perform all tasks as identified in this scope of work in and around the areas/buildings identified in Section 4. All work is to be performed in accordance with the guidelines and regulations established by Federal, State, and local ordinances as well as the various VHA policies, procedures, memorandums, etc identified in this document.

b. Contractor shall have and adhere to an established quality control program, which shall ensure that quality services are provided.

c. Contractor and his/her personnel shall comply with all Federal, State, and local regulations, laws, and licensing requirements. The contractor and his/her personnel shall be licensed and/or certified by the South Carolina Department of Pesticide Regulation in the following pest categories:

Category 3: Ornamental and Turf Pest Control

Category 7: Institutional/Structural

Category 8: Public Health.

The contractor shall provide evidence of licensing for his business, himself, and his/her personnel "certified technician licensing" with his/her offer. Proof of licensing shall also be provided for any change in personnel and/or personnel duties.

d. Contractor personnel may be required to perform work under potentially hazardous conditions. Contractor will train personnel in proper techniques so

personnel can recognize and deal with potentially hazardous situations in a manner which will minimize personal risk and required to adhere to standard techniques for personal protection.

e. The contractor shall designate a project manager who will have responsibility for performance of contract services. The Project Manager shall be competent to supervise all aspects of the contract and shall be available on site within twelve hours after notification for non-emergent situations. The project manager shall be accessible by phone during normal VA working hours. In emergent situations, the project manager must respond within two hours. Required response time shall be determined based on distance from VA.

f. This person shall be licensed by the South Carolina Department of Pesticide Regulation in Categories 3, 7 and 8 as described above. The contractor shall have on staff or access to personnel with advanced training in entomology. These persons should be readily available to assist the contractor's personnel in pest control technology training and unusual pest identification. Consideration will be given to those persons with Board Certifications in entomology (BCE or ACE as offered through the Entomological Society of America) or advanced college degrees in entomology.

g. The Government shall provide the contractor access to all buildings and rooms required to perform this contract. The contractor personnel shall not open rooms or areas to permit entrance by persons other than contractor personnel performing work. All rooms locked shall be relocked upon completion of duties. All lights in unoccupied areas, unless otherwise directed by the COR shall be turned off. All windows opened by contractor personnel are to be closed before leaving the area.

h. The Contractor shall comply with VA security regulations and access control. The Contractor shall take reasonable safety precautions so as to protect the lives and health of building occupants.

i. The Contractor shall comply with all applicable Federal, State, and City safety and fire regulations and codes.

j. All tasks accomplished by Contractor personnel will be performed to preclude damage or disfigurement of government-owned furnishings, fixtures, equipment, and architectural or building structure. Any such damage caused by the contractor during the performance of this contract shall be repaired to existing conditions at contractor's expense. The Government is not responsible for contractor's equipment, supplies, chemicals, or belongings that are lost, stolen, or damaged during the performance of this contract.

k. Any apparatus in use by a patient will not be moved or otherwise handled by contractor's personnel. This provision is written to permit minor movement of

apparatus to facilitate the immediate local task.

l. The contractor shall be responsible for operating under conditions which preclude the waste of utilities. Personnel of the contractor are required to interrupt their work so as not to interfere with the normal functioning of the facility, including utility services, fire protection, and passage of facility patients, personnel, equipment, or carts.

(NOTE): The contractor will provide routine monitors that will show evidence of successfully reducing infestation problems for all buildings included in this scope of work.

8. SCHEDULING:

a. The Task and Frequency Chart for Enhanced Integrated Pest Management (EIPM) Tasks are shown in the indicated time frames shall be the minimum basis for the scheduling of pest management tasks. The contractor shall provide a proposed work schedule of when services will be performed and submit the work schedule to the COR for his/her approval prior to contract performance.

b. Pest management tasks shall be scheduled so as to be performed on definite scheduled days of the week, as coordinated with the COR. In no event shall the contractor carry on work outside regular agreed-upon working hours without prior approval of the COR.

c. In the event climate or weather conditions become unsuitable for work or may induce an environmental hazard, then the entire work shall be rescheduled to a date and time approved by the COR. Postponement will not reflect any penalties assessed to the contractor. Re-scheduling shall be at no additional cost to the Government.

9. INITIAL BUILDING INSPECTIONS

The Contractor shall complete a thorough, initial inspection of each building or site at least ten (10) working days prior to the starting date of the contract. The purpose of the initial inspections is for the Contractor to evaluate the pest control needs of all locations and to identify problem areas and any equipment, structural features, or management practices that are contributing to pest infestations. Access to building space shall be coordinated with the COR. The COR will inform the Contractor of any restrictions or areas requiring special scheduling.

10. PEST CONTROL PLAN

The Contractor shall submit to the COR a Pest Control Plan at least five (5) working days prior to the starting date of the contract. Upon receipt of the Pest

Control Plan, the COR will render a decision regarding its acceptability within two (2) working days. If aspects of the Pest Control Plan are incomplete or disapproved, the Contractor shall have two (2) working days to submit revisions. The Contractor shall be on-site to perform the initial service visit for each building within the first five (5) working days of the contract.

The Pest Control Plan shall consist of the various items identified in Veterans Administration Handbook 1850.02 **Pest Management Operations** which are in part as follows:

1. Proposed Materials and Equipment for Service: The Contractor shall provide current labels and Material Safety Data Sheets for all pesticides to be used, and brand names of pesticide application equipment, rodent bait boxes, insect and rodent trapping devices, pest monitoring devices, pest detection equipment, and any other pest control devices or equipment that may be used to provide service.
2. Proposed Methods for Monitoring and Detection: The Contractor shall describe methods and procedures to be used for identifying sites of pest harborage and access and for making objective assessments of pest population levels throughout the term of the contract.
3. Service Schedule for Each Building or Site: The Contractor shall provide complete service schedules that include a minimum of one day per week, specific day to be agreed upon with the COR, with the duration as appropriate to complete required scheduled inspections and work, as well as any current trouble calls. In the event of outbreaks or infestations, additional service visits may be required to deal with the situation, at no additional cost to the Government.
4. Description of any Structural or Operational Changes That Would Facilitate the Pest Management Program
5. Control Effort: The Contractor shall describe site-specific solutions for observed sources of pest food, water, harborage, and access.

The Contractor shall be responsible for carrying out work according to the approved Pest Control Plan. The Contractor shall receive the concurrence of the COR prior to implementing any subsequent changes to the approved Pest Control Plan, including additional or replacement pesticides and on-site service personnel.

BAN USE OF HERBICIDE 2,4-DICHLOROPHENOXYACETIC ACID

2,4-Dichlorophenoxyacetic Acid (2,4-D) is registered with the EPA as a pesticide and is widely used as a selective herbicide. However, there is the perception among Veterans that there is a perceived relationship between 2,4-D, Dioxin and

Agent Orange. VHA continues the ban of the selective herbicide 2,4-dichlorophenoxyacetic acid for use on all VHA facility grounds.

11. RECORD KEEPING

The Contractor shall be responsible for maintaining a pest control logbook or file for each Building or site specified in this contract. These records shall be kept on-site and maintained on each visit by the Contractor. Each logbook or file shall contain at least the following items:

- a. Pest Control Plan: A copy of the Contractor's approved Pest Control Plan, including labels and MSDS sheets for all pesticides used in the building, brand names of all pest control devices and equipment used in the building, and the Contractor's service schedule for the building.
- b. U.S. Veterans Administration Form 10-9020 (Pest Management Maintenance Record) and Form 10920a (Pest Management Operations Inspection Report) or an equivalent will be prepared and maintained. These forms will be used to advise the Contractor of routine service requests and to document the performance of all work, including emergency work. Upon completion of a service visit to the building or site, the Contractor's employee performing the service shall complete, sign, and date the applicable forms, and return it to the logbook or file on the same or succeeding day of the services rendered. As a minimum, any substitute form will include:
 - (1) Date of service
 - (2) Target Pest
 - (3) Location of pest (i.e. room, area, building)
 - (4) Operational activity (treatment)
 - (5) Pesticide used
 - (6) EPA registration number of the pesticide
 - (7) Percentage of mix in dilution
 - (8) Amount of pesticide used expressed in pound of active ingredients
 - (9) Applicator or operator and the applicator's certification identity.
- c. Contractor's Service Report Forms: Customer copies of the Contractor's Service Report Form, documenting all information on pesticide application required by statute in the jurisdiction where service is actually performed. These forms shall not be mandatory if all required information on pesticide application is included on the Veterans Administration Pest Management and Inspection Reports identified above.
- d. Copies of licenses and certifications for all operators and/or applicators who service the medical center.

e. NOTE: An automated record keeping system that meets the requirements listed in paragraphs 11.b and or 11.c could be acceptable with prior concurrence of the COR.

12. STANDARDS: All EIPM tasks shall be accomplished to meet the guidelines as shown in National Pest Control Association's Good Practice Statements. All services shall also comply with all Federal, State, and City laws and regulations.

13. COVERAGE: The Contractor shall provide complete EIPM Services for areas, buildings, and on grounds (within 15 feet of each building's exterior) as shown in section 15.

14. TASKS: Enhanced Integrated Pest Management Services required of the contractor are as follows:

- a. Inspection to identify all pest control requirements of the facility.
- b. Identification of the integrated pest management procedures to be used for both preventative and corrective programs.
- c. Recommending environmental sanitation practices that restrict or eliminate food, water or harborage for pests.
- d. Selection and utilization of non-chemical control methods which eliminate, exclude, or repel pests (i.e., insect electrocution devices, traps, caulking, air screens, etc.).
- e. Selection and use of the most environmentally sound pesticide(s) (least toxic) to affect control when chemical control methods are necessary.
- f. Proper handling of all pesticides while on VA grounds.
- g. Evaluation of the control measures utilized through follow-up inspections.

15. COVERED PESTS:

a. General Structural Pest Control: The contractor shall adequately suppress the following pests:

1.) Indoor populations of rodents, insects (defined as: Cockroaches, mice, rats, fleas, silverfish, non-poisonous spiders (excluding black widow and brown recluse spiders), scorpions, ants (excluding carpenter ants, pharaoh ants, fire ants, tawny crazy ants), flies, gnats, centipedes, millipedes, earwigs, clothes moths, house crickets, paper wasps, bees (yellow jackets, hornets and wasps with nests no higher than 8 feet above the ground), arachnids and other arthropods.

- 2.) Outdoor populations of potentially indoor –infesting species that are within the property boundaries (3 feet) of the specified buildings excluding rodents and arthropods of medical significance.
- 3.) Nests of stinging insects within the property boundaries of the property boundaries (3 feet) of the specified buildings.
- 4.) Individuals of all excluded pest populations that are incidental invaders inside the specified buildings, including winged termite Swarmers emerging indoors.
- 5.) Structural Termite infestations and other Wood Destroying Organisms are excluded from control in this section. (see section 15.d below)

b. Wildlife Control: The Contractor shall humanely trap and safely remove from the Dorn VA Medical Center premises/property the following pests when requested to do so and dispose of in accordance with all Federal, State, Local Laws, Rules and Regulations

- 1.) Bats, Snakes, and all other vertebrates other than Rats and Mice.

c. Public Health Pest Control: The Contractor shall adequately suppress on the exterior premises of the Dorn VA Medical Center Property:

- 1.) Rats, Mice and arthropods of medical significance such as mosquitoes, Nests of stinging insects and biting flies beyond 3 feet of any building but on the VA Property.

d. Termites: The contractor shall provide all supplies and labor necessary to suppress subterranean termites or the infestation of subterranean termites of the buildings listed below:

- 1.) Buildings with current termite warranties under Terminix Company:

6 (300 linear feet, approximate)
 100A (440 linear feet, approximate)
 103 (900 linear feet, approximate)
 103A (600 linear feet, approximate)
 106 (1500 linear feet, approximate)

- 2.) Buildings without current termite warranties, but no current termite issues:

5 (250 linear feet, approximate)
 7 (350 linear feet, approximate)
 8 (180 linear feet, approximate)
 9 (360 linear feet, approximate)
 22 (350 linear feet, approximate)

- 100 (1300 linear feet, approximate)
- 114 (150 linear feet, approximate)
- 120 (280 linear feet, approximate)

16. SPECIAL PROVISIONS: The following provisions shall be adhered to by the contractor personnel in performing pesticide applications of the areas specified below:

a. Food Handling Areas: Treatment of these areas is limited to only times when food is not being held, processed, prepared, served, and while not occupied by facility employees. Contractor personnel shall at no time enter facility elevators which are occupied by food service equipment while in the possession of pesticides or application equipment. The Kitchen and food service rooms will be inspected and treated after the kitchen is shutdown for the day. This work may be performed after normal business hours, with COR approval.

b. Patient-Occupied Areas: Contractor personnel shall utilize pesticides with as low volatility and as odor free as possible in order to keep odor levels from affecting patients in these areas. Use of any pesticide other than a bait will require coordination with the COR and the facility's safety office PRIOR to use.

c. Fly light Service: The contractor will perform maintenance of the fly lights on a monthly basis. This maintenance includes replacing glue boards, monitoring the insects trapped, and replacement bulb at least annually. Replacement bulbs will be provided by the contractor. Any minor cleaning will also be done to keep the lights sanitary and presentable.

d. Critical Areas: The Contractor shall submit a list of pesticides for intended use in areas listed below for approval by the COR prior to any application. The planned use of pesticides in these areas requires recognition of the attendant hazards to occupants, supplies, equipment and surfaces. No substitution can be made at any time without approval from the COR. When treatment in the following areas is required, the proposed method and time shall be submitted to the COR for approval prior to any application.

<u>Critical Areas:</u>	Pharmacy	Intensive Care Areas
	Research Facilities	Respiratory Care Areas
	Operating Rooms	SPD
	Kitchen	Canteen
	Primary Care Clinics	

e. Exterior Grounds: The contractor will provide services to ensure that the exterior grounds of the facility are maintained appropriately. These services include:

1. Weed control for the gravel parking lots allocated as “overflow parking”. These lots cover approximately 7 acres. Recommended treatment includes quarterly herbicide treatments and touch ups each month.

2. Weed control for paved parking areas (multiple individual parking lots). These lots cover approximately 7 to 8 acres. Recommended treatment includes monthly treatment of expansion joints, the perimeter and sidewalks.

3. Building exteriors for all buildings on the property, including a 6” band around the perimeter of buildings and treating the shrubs twice per year.

4. Treatment of pests located on the grounds, including ant mounds.

5. BAN USE OF HERBICIDE 2,4-DICHLOROPHENOXYACETIC ACID

a. 2,4-Dichlorophenoxyacetic Acid (2,4-D) is registered with the EPA as a pesticide and is widely used as a selective herbicide. However, there is the perception among Veterans that there is a perceived relationship between 2,4-D, Dioxin and Agent Orange. VHA continues the ban of the selective herbicide 2,4-dichlorophenoxyacetic acid for use on all VHA facility grounds.

17. INTERFERENCE TO NORMAL FUNCTION: Contractor personnel are required to interrupt their work at any time so as not to interfere with the normal functioning of the facility, including utility services, fire protection systems, and passage of facility patients, personnel, equipment, and carts.

18. DISPOSAL OF HAZARDOUS WASTES: The Contractor shall not dispose of any excess pesticide, pesticide containers or any other materials contaminated by pesticides at any location on the medical facility premises.

19. STORAGE OF PEST CONTROL MATERIALS: No pest control materials or equipment shall be stored or kept at the VA facility when the operator is not working, without the express approval of the COR. No pest control materials, supplies, or chemicals shall be left unattended on VA grounds. All pest control materials must be properly labeled and handled while on VA grounds

20. CALL BACK REQUIREMENT:

a. Routine: The Contractor shall within twelve (12) hours after receipt of notification by the Contracting Officer or the COR, and at no additional charge to the Government, re-treats previously treated areas when inadequate control (as per specifications) was obtained.

b. Emergency: The Contractor shall within two (2) hours after receipt of notification by the Contracting Officer or the COR, and at no additional charge to

the Government, performs EIPM Services to correct the emergent condition.

21. REQUIRED CONTRACTOR REPORTING:

a. Contractor personnel will sign in at the beginning of their scheduled work shift and sign out at the end of their shift. This will be done at the COR's office area. Upon signing in at the office, a tentative itinerary for his/her shift will be provided directly to the COR for approval.

b. The Contractor is responsible for supplying, completing and submitting all reports required or requested by Federal, State or Local ordinances which pertain to any duties contained in the contract.

c. Prior to initial application of pesticides, the contractor shall be required to provide to the COR for his/her approval: Trade names (if any) and chemicals names of the chemicals used, a label showing the contents, the use and strength of the chemical as applied, the antidote thereto, and a copy of the MSDS (Material Safety Data Sheet). Contractor is required to furnish the same information each time he/she changes chemicals or products used in the performance of this contract. This information is required by the facility for emergency treatment in the event of ingestion of and/or physical contact occurs.

NOTE: The contractor will provide routine monitors that will show evidence of successfully reducing infestation problems for all buildings included in this scope of work.

22. CONTRACT PERFORMANCE MONITORING:

Performance Based Matrix				
PERFORMANCE BASED TASK	INDICATOR	STANDARD	QUALITY ASSURANCE	INCENTIVES
Emergency Trouble Call Response	time to respond after call	technician arrives within 2 hours	100% inspection	>2 hours but <3 hours, 1% reduction from monthly bill >3 hours but <4 hours, 2% reduction from monthly bill >4 hours, 3% reduction from monthly bill

Routine Trouble Call Response	time to respond after call	technician arrives within 12 hours	100% inspection	>12 hours, but <18 hours, 1 % reduction from monthly bill, >18 hours but <24 hours, 2% reduction from monthly bill, >24 hours, 3% reduction from monthly bill
Recordkeeping	Accuracy of records and required reports	Technician maintains all required records, provides all required reports	monthly inspections/review	>2 instances of erroneous, incomplete or missing data per month, 1% reduction in monthly bill for each error >2

23. REFERENCES:

- a. Public Law 92-516, The Federal Insecticide, Fungicide and Rodenticide Act, dated October 21, 1972, and all amendments
- b. U. S. Veterans Administration Handbook 1850.02 (April 14, 2009) Pest Management Operations
- c. Dorn VA Medical Center Memorandum 544-881-2 Integrated Pest Management Program (Certified Current March 4, 2009).
- d. Rules and Regulations for the Enforcement of the South Carolina Pesticide Control Act

24. INVOICES:

Payment will be made upon receipt of a properly prepared detailed invoice, prepared by the Contractor, validated by the Contracting Officer's Technical Representative (COR), and submitted to VA FSC, P. O. BOX 149971, AUSTIN, TX 78714.

- A properly prepared invoice will contain:
- o Invoice Number and Date
 - o Contractor's Name and Address
 - o Accurate Purchase Order Number
 - o Supply or Service provided
 - o Total amount due

PEST MANAGEMENT OPERATIONS

1. REASON FOR ISSUE. This Veterans Health Administration (VHA) Handbook provides the requirements for establishing and maintaining an effective Integrated Pest Management (IPM) program within VHA medical facilities.

2. SUMMARY OF MAJOR CHANGES. This Handbook documents the revision of pest management operations, and includes the following requirements:

- a. The continued banned use of Herbicide 2,4-dichlorophenoxyacetic acid;
- b. Bed Bug Management; and
- c. Annual Pest Management Training for the Pest Management Officer.

3. RELATED ISSUES. VHA Directive 1850.

4. FOLLOW-UP RESPONSIBILITY. The Director, Environmental Programs Service (10NA7) is responsible for the content of this Handbook. Questions concerning this Handbook may be directed to the Director, Environmental Programs Service at (202) 266-4603.

5. RESCISSIONS. VHA Handbook 1850.02 dated April 14, 2009, and VHA Directive 2000-026 dated September 5, 2000, are rescinded.

6. RECERTIFICATION. This VHA Handbook is scheduled for recertification on or before the last working day of December 2016.

Robert A. Petzel, M.D.
Under Secretary for Health

DISTRIBUTION: E-mailed to the VHA Publications Distribution List 12/14/2011

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PEST MANAGEMENT OPERATIONS

1. PURPOSE

This Veterans Health Administration (VHA) Handbook provides the requirements for establishing and maintaining an Integrated Pest Management (IPM) Program, which promotes safe, efficient, and environmentally-preferred strategies, and prevents or controls disease vectors and other pests that may adversely affect health, impede operations, or damage property. Additionally, it provides the responsibilities for addressing bedbug issues within VHA medical facilities.

2. DEFINITIONS

a. **IPM.** IPM is a decision-making process which considers cultural, mechanical, biological, and chemical controls. Control mechanisms are selected as each situation warrants. Where chemical control is indicated, specific pest populations are targeted for treatment when they are most vulnerable rather than a general application. Through the use of appropriate control measures and proper application, IPM can result in a reduction in the use of chemicals contained in pesticides, which may adversely impact human health and the environment.

b. **Pest.** A pest is an organism that is regarded by humans as injurious or unwanted.

c. **Bedbugs.** Bedbugs are small, brownish, flattened insects that feed on blood. The main source for blood meals (i.e., “bedbug bites”) is humans, although other mammals and birds can serve as a source. The common bedbug, *Cimex lectularius*, is the species most adapted to living with humans. They are nocturnal and typically bite people while they sleep. No building structure or common source of transportation is immune to bedbug infestation. Bedbugs commonly hide in mattresses, carpets, behind electrical plates, peeling paint or wallpaper, electronics, and in crevices in furniture. Although bedbugs can harbor pathogens in their bodies, there are no known documented cases of transmission to humans.

d. **Pesticide.** Pesticide is a chemical preparation used to kill or diminish pest activity.

e. **Pest Control Operator (PCO).** The PCO is a person who engages in the trade of pest control.

f. **Licensed PCO (sometimes referred as certified).** A licensed PCO is an individual that has met the skill and competence requirements for those categories of specialization established by the local, Federal, and state government in which the PCO must engage in the trade of pest control. *NOTE: A person can be certified in one or multiple categories.*

g. **Material Safety Data Sheets (MSDS).** MSDS are written or printed material concerning a hazardous chemical, which contains all information required by Occupational Safety and Health Administration (OSHA) and title 29 Code of Federal Regulations (CFR) 1910.1200(g). It provides workers and emergency personnel with the proper procedures for handling or working with a hazardous substance.

h. **Pest Control.** Pest control refers to the actions of engaging in, recommending, advertising, soliciting the use of, supervising the use of, or using, a pesticide or device for the identification, control, eradication, mitigation, detection, inspection, or prevention of a pest in, on, or around a building, water area, air, land, plant, structure, or animal.

i. **Rinsate.** Rinsate is a mixture containing water (or another liquid as required by environmental regulations) that results from rinsing a pesticide container, pesticide equipment, or other pesticide-containing materials.

j. **General-Use Pesticide.** Are pesticides which may be legally purchased and applied by the general public without the need of any Federal, state, and local licensing requirement on the part of the user.

k. **Restrictive-Use Pesticide.** Restrictive-use pesticides are legally purchased and applied only by licensed pest control applicators, or applied under the direct supervision of trained and licensed applicators.

l. **Pest Infestation.** Pest infestation is the multiple sightings of or the presence of pest (e.g., insects, rodents, birds, etc.) numbers or quantities large enough to be harmful, threatening, or obnoxious.

3. RESPONSIBILITIES OF THE FACILITY DIRECTOR

The Facility Director, or designee, is responsible for:

a. Ensuring a pest-free environment that does not adversely impact the safety and health of employees, patients, and visitors.

b. Maintaining a current and accurate Pest Management Plan describing the facility's pest problems and the programs required to deliver economical and effective control of those pests.

c. Addressing bedbug issues (see App. B).

d. Ensuring safety equipment and application procedures are major considerations when a chemical pesticide is utilized (see par. 7).

e. Ensuring the PCO is provided reasonable work space (separate from pesticide storage) for pest identification, research, consultations, and record keeping. *NOTE: Telephone, heating, ventilation and air conditioning are recommended for effective workplace habitability.*

f. Ensuring the Pest Management Officer (PMO) receives annual pest management training that provides continual knowledge and skills for managing an effective facility Pest Management Program.

g. Ensuring Contracting Official's Technical Representative training is provided to all staff managing pest management contracts.

4. RESPONSIBILITIES OF THE CHIEF, ENVIRONMENTAL MANAGEMENT SERVICE

The Chief, Environmental Management Service is the facility PMO and is responsible for:

- a. Preparing and publishing a Pest Management Plan (see par. 8 and App. A).
- b. Implementing procedures intended to provide a safe, comprehensive, and completely integrated program by:
 - (1) Providing technical supervision over all employees practicing pest management at the facility, regardless of whether they are staff or contract personnel.
 - (2) Ensuring that all In-House Licensed PCOs achieve all necessary certification in categories covering those areas of pest management identified in subparagraphs 4b and 4c, as required.
 - (3) Maintaining records and cost accounting data for necessary reports. All employees devoting 51 percent or more of their time to pest management must be properly classified and journalized to cost center 8562.
 - (4) Ensuring compliance with the Federal, state, and local laws and regulations governing pest management activities. Pest management operations must meet all Federal requirements as identified in Public Law (Pub. L.) 92-516, Federal Insecticide, Fungicide and Rodenticide Act, dated November 28, 1975, as amended, and Executive Order 12088 (Federal Compliance with Pollution Control Standards) and appropriate Occupational Safety and Health standards regarding hazard communication, personal protective equipment, and exposure standards.
 - (5) Ensuring effective and efficient IPM is accomplished by licensed staff or commercial PCO. Specific IPM tasks to be accomplished as a minimum include, but are not limited to:
 - (a) Inspections to identify all pests control requirements of the facility and its satellites.
 - (b) Identification of the IPM procedures to be used for both preventative (scheduled maintenance) and corrective (as required) programs.
 - (c) Environmental sanitation practices that restrict or eliminate food, water, or harborage for pests.
 - (d) The selection and utilization of non-chemical methods of control where appropriate (traps, lights, sound devices, etc.).
 - (e) Taking necessary steps to exclude pests from buildings and grounds.
 - (f) The selection and use of the least toxic chemical that is effective when required to control or eliminate infestations.

(g) Ensuring that proper storage, handling, and disposal of all pesticides and pesticide containers as required by 40 CFR, Part 165, Subparts C and D.

(h) Evaluation of the control measures utilized through follow-up inspections.

(i) Identification of all environmentally-sensitive areas, e.g., water sources, wetlands, or endangered species habitat, and actions planned to protect such areas from environmental contamination and other adverse impacts related to pesticide application.

(j) Identification of the health and safety measures that must be taken to protect both PCO and the general public. This includes being in compliance with current VHA policy regarding the Pollution Prevention (P2) Program.

(k) Ensuring each employee who applies pesticide as a part of their job has the exposure noted in their employee medical record.

(l) Provisions for safety equipment, personal protective equipment, and clothing where required.

(m) Ensuring that In-House PCOs receive annual continuing education to maintain certification and to stay abreast of the "state-of-the-art" equipment and treatment techniques.

(6) Ensuring the IPM program includes, but is not limited to, the management of the following types of pests:

(a) General arthropod pests (insects, arachnids, centipedes, millipedes, etc.);

(b) Feral (wild) rodents (rats and mice, gophers, squirrels, etc.);

(c) Feral birds (pigeons, starlings, blackbirds, sparrows, etc);

(d) Other feral vertebrate pests (bats, skunks, moles, snakes, dogs, cats, etc.);

(e) Wood destroying organisms (termites, carpenter ants, fungi, etc.);

(f) Stored food pests (weevils, beetles, moths, etc.);

(g) Weeds and plants (dandelion, plantain, industrial weeds, aquatic plants, algae, etc.);

(h) Diseases and insects of ornamental plants and shade trees (powdery mildew, leaf spot, viruses, aphids, leafhoppers, scales, etc.);

(i) Diseases and insects of turf and lawns (fungi, viruses, sod worms, nematodes, etc.); and

(j) Disease vectors and arthropods, (mosquitoes, flies, ticks, mites, etc.)

(7) Coordinating pest management operations in research facilities with the Associate Chief of Staff for Research and Development; when related to animal research facilities, the staff or consultant Veterinary Medical Officer.

(8) Determining the scope of pest management contractual services to be utilized and ensuring technical compliance with the contract.

(9) Ensuring the management of pesticide programs in the VHA facility is fully integrated into the facility's Green Environmental Management System (GEMS).

(10) Ensuring the contractors used to control pests at the VHA facility are familiar with the facilities GEMS, in accordance with Executive Order (EO) 13423 requirements.

(11) Ensuring that contract PCO's hazard chemicals and materials are not disposed on Department of Veterans Affairs (VA) property. **NOTE:** *The Contractor is responsible for management and disposal of all pesticides and materials used in the performance of service.*

(12) Ensuring that contract pest management companies providing service have the proper licensing for the service being performed.

c. Selecting and placing electrocuting light traps (see par. 9).

d. Ensuring the proper utilization of all products compounded with pesticides (see par. 10).

NOTE: *VHA Program Guide 1850.2, which provides additional guidelines for administering an IPM program, is intended to enhance the policy requirements within this Handbook. This guide can be found at Environmental Programs Service web site: <http://vaww.vhaco.va.gov/eps/>. NOTE: This is an internal web site and is not available to the public.*

5. CERTIFICATION AND TRAINING

a. All PCOs In-House or Commercial must be licensed by the state and local municipalities where work is being performed. As a minimum requirement, applicators must demonstrate skills, knowledge, and abilities that meet Federal, state, and local requirements. Skills, knowledge, and abilities include, but are not limited to:

(1) Recognizing common pests to be controlled and the damage caused by them.

(2) Reading and understanding the label and labeling information to include:

(a) The common name of pesticides applied;

(b) Pest(s) to be controlled;

(c) Timing and methods of application;

- (d) Safety precautions; and
- (e) Any specific disposal procedures.

(3) Applying pesticides in accordance with label instructions and warnings. This includes the preparation of the proper concentration of pesticide to be used under particular circumstances, and taking into account such factors as the area to be covered and the quantity dispersed in a given period of application.

(4) Recognizing local environmental situations that must be considered during application to avoid contamination of special facilities, especially those particular areas in medical research facilities (chemical laboratories, animal research units, etc.).

(5) Reducing the potential for pesticide resistance by rotating pesticides, which involves alternating among pesticide classes with different modes of action to delay the onset of or mitigate existing pest resistance. *NOTE: It is strongly recommended that non-chemical methods (e.g., sanitation or elimination of breeding areas) be explored prior to the consideration of chemical applications.*

(6) Recognizing common poisoning symptoms and the procedures to follow in case of a pesticide accident.

b. The categories (reference is made to the listing of categories described in the implementing regulations, 40 CFR, Part 171.3, to Pub. L. 92-516) in which certification is required are: *NOTE: Since states may number the categories differently, cross-referencing these categories may be required.*

(1) **Category (3) - Ornamental and Turf Pest Control.** Applicators must demonstrate practical knowledge of pesticide problems associated with the production and maintenance of ornamental trees, shrubs, plantings, and turf, including cognizance of potential toxicity due to a wide variety of plant material, drift, and persistence beyond the intended period of pest control. Due to the frequent proximity of human habitations to application activities, applicators in this category must demonstrate practical knowledge of application methods, which must minimize or prevent hazards to humans, pets, and other domestic animals.

(2) **Category (7) - Industrial, Institutional, Structural, Health Related Pest Control.** Applicators must demonstrate a practical knowledge of a wide variety of pests, including their life cycles, types of formulations appropriate for their control, and methods of application that avoid contamination of food, damage and contamination of habitat, and exposure of people and pets. Since human exposure including babies, children, pregnant women, and elderly people is frequently a potential problem, applicators must demonstrate practical knowledge of the specific factors, which may lead to a hazardous condition, including continuous exposure in the various situations, encountered in this category. Because health-related pest control may involve outdoor applications, applicators must also demonstrate practical knowledge of environmental conditions, particularly those related to this activity.

(3) **Category (8) - Public Health Pest Control.** Applicators must demonstrate practical knowledge of vector-disease transmission as it relates to, and influences, application programs.

A wide variety of pests are involved, and it is essential that they be known and recognized, and the appropriate life cycles and habitats be understood as a basis for control strategy. These applicators must have practical knowledge of a great variety of environments ranging from streams to those conditions found in buildings. They need to have a practical knowledge of the importance and employment of such non-chemical control methods as sanitation, waste disposal, and drainage.

c. Certification in other categories are necessary as individual facility conditions dictate. PCOs must be certified as required.

d. PCOs must not work outside of their individual license requirement.

e. Continuing education activities are required to maintain a license. Continuing education activities must meet Federal, state, and local requirements related to same. **NOTE:** *Training is available from a variety of sources, such as: military installations, local and state health departments, Consumer Protection and Environmental Health Services, correspondence courses, pesticide manufacturers, etc.*

6. RECORDS MAINTENANCE

a. The Chief, Environmental Management Service or GEMS Coordinator must ensure that records required in 40 CFR, Parts 171.11(c) (2) and 40 CFR 262.20 to 262.27, are kept and maintained for a period of 2 years or as otherwise mandated. Such records must be maintained whether staff or contractual personnel are utilized to provide services. Maintaining these records in accordance with 40 CFR, Parts 171.11(c) (2) and 40 CFR 262.20 to 262.27, must provide for the following:

(1) Data for VHA monitoring. Purchasing, inventory, and usage records must be maintained.

(2) MSDS and other data necessary to ensure legal and safe usage, effective selection, and economical management of pesticides and facility pest management programs. **NOTE:** *It is illegal to use a pesticide that is unregistered with Environmental Protection Agency (EPA). EPA registration of pesticide active ingredients indicates the materials have been reviewed and approved for human safety and effectiveness when applied according to instructions on the label.*

(a) Pesticide registration data are available in the EPA Compendium of Registered Pesticides: Volume 1, Herbicides (730R74101A); Volume II, Fungicides and Nematicides (730R74101B); Volume III, Insecticides, Acaricides, and Anti-fouling Compounds (730R74101C); and Volume IV, Rodenticides and Mammal, Bird and Fish Toxicants (730R74101D). **NOTE:** *EPA Compendium of Registered Pesticides can be found at the EPA National Service Center for Environmental Publications (NSCEP) Web site: <http://nepis.epa.gov/EPA/html/Pubs/pubtitleOPPTS.html>.*

(3) Hazardous waste manifests as required by Federal and state regulations for the disposal of pesticide wastes that are hazardous or toxic. Hazardous waste manifests are to be maintained indefinitely. Facilities must ensure that they receive a Certificate of Destruction. Any other

documents that verify the final dispensation of the material are required and are to be maintained in accordance with the medical facility's guidelines and policies for the management of hazardous and toxic materials.

b. The Safety Officer or GEMS Coordinator must be furnished, by PMO, an inventory of the product names and amounts of pesticides present at each storage or mixing location. This inventory must be updated annually, at the end of each fiscal year by the PCO along with appropriate MSDS review.

7. SAFETY

Pest management in health care facilities is more complex than control practices in other types of institutions. The potentially serious adverse effect of pesticide exposure on patients in various stages of debilitation and convalescence, and in varied physical and attitudinal environments, requires that a cautious, conservative policy be adopted concerning all uses of pesticides. The use of any pesticide poses a potentially significant threat to human health. Therefore, the benefits of using pesticides must be examined in light of the potential environmental hazards and adverse impacts on human health. Safety considerations must be paramount. Pesticide applications alone are not the primary remedy for addressing pest issues. It is important to consider alternative control methods (environmental sanitation, trapping, exclusion, etc.) as the first choice. Only after these methods have failed are pesticide applications to be considered. The use of safety equipment and proper application procedures are major considerations when a pesticide is utilized.

a. **Pest Management Activities.** Pest management activities must be performed by a licensed PCO except in the case of the following: Department of Veterans Affairs (VA) employees, in an approved training program, under the supervision of a staff licensed PCO, must be in compliance with Federal, state, and local requirement before participating in pest control activities.

b. **Pest Control Equipment and Work Space**

(1) Only authorized, trained personnel are to operate pest control equipment.

(2) Cleaning and storage of pest control equipment must be done by authorized, trained personnel, only in accordance with the manufacturer's instructions.

(3) Maintenance and adjustment of pest control equipment must be performed in accordance with manufacturer's instructions by authorized, trained personnel.

(4) All equipment used in pest control activities must be marked "Contaminated with Pesticides."

(5) A deep sink must be used to wash small equipment and provide water for pesticide mixing.

c. **Protective Clothing and Equipment**

(1) The following personal protective clothing and equipment must be provided to appropriate staff, when recommended by the MSDS:

- (a) Chemical resistant gloves, selected based on the chemical content of the pesticide used;
- (b) Aprons;
- (c) Rubber boots, impervious to liquids;
- (d) Full face shield;
- (e) Splash goggles;
- (f) Full-Face respirators with cartridges approved for use with pesticides; and
- (g) Coveralls.

(2) Coveralls contaminated with pesticides through spillage or during normal use must be placed in a durable plastic bag and visibly labeled with appropriate warnings, and the name of chemical contaminant. A copy of the MSDS for the product must be attached to the exterior of the bag and returned to designated soiled uniform turn-in areas for replacement and laundering. Laundering must be done at the medical center's expense; contaminated clothing must not be taken home to be laundered.

(3) All reusable chemical resistant protective equipment, including aprons, gloves, boots, splash goggles, face shields, and pesticide respirators must be washed daily after use and properly stored in lockers or other areas free of contamination.

(4) Respirators must be worn during pest control operations as required by the MSDS, or as deemed appropriate by responsible VHA facility Respiratory Protection Program Coordinator.

(5) Respirators must be included in the facility's Respiratory Protection Program, including medical surveillance, fit testing, training, maintenance, and care. Respirator fit testing must be conducted by the facility Respiratory Protection Program Coordinator, or designee, prior to first use, and follow-up fit testing frequency in accordance with OSHA requirements.

d. **Pesticide Storage**

(1) All pesticides must be stored in buildings or rooms within buildings designated for this purpose; there must be proper ventilation and the pesticides protected in accordance with applicable National Fire Protection Association Standards.

(a) Pesticide storage rooms must maintain sufficient lighting to allow the observation of containers and their labeling.

(b) The pesticides must be stored in their original containers.

(c) The buildings and storage rooms must be kept locked when not in use.

(2) The pesticide storage room must be identified by legible signage that clearly indicating that pesticides are in storage, as follows:

(a) Sign(s) must include the word "Warning," "Danger," or "Pesticides" (lettering of the words 1.5 inches in height) followed by wording that indicates pesticides are in storage; and

(b) Chemical Hazard Signage.

(3) During storage all pesticides must be segregated as to kind of pesticide. Labels on all containers must be visible at all times. Pesticides are only to be stored in facilities that meet the criteria described in 40 CFR 165.10.

(4) Pesticides must be stored in a dry place and in accordance with temperature requirements on the label.

e. **Pesticide Mixing.** All pesticides must be handled and mixed only by authorized, licensed personnel.

(1) Concentrate dispensing and liquid pesticide mixing must be done on a nonporous surface (cement, asphalt, etc.) that is capable of retaining any spillage that might occur. Nonporous surfaces upon which concentrate dispensing and liquid pesticide mixing is accomplished, must not contain any drainage devices or appurtenances.

(2) Any pesticide contamination on the skin must immediately be washed off with soap and water. After washing, the individual must secure immediate medical attention.

(3) Emergency eye wash and deluge shower must be adjacent to the mixing site, unless devices inside the facility are accessible within 10 seconds from the outdoor mixing site and can be reached without obstructions, such as door or equipment. After using the eyewash or shower, the individual must secure immediate medical attention.

(4) Pesticide containers must be returned to their storage locations upon completion of mixing.

f. **Pesticide Application.** All pesticides must be applied in accordance with the label directions.

(1) Unlicensed personnel may apply restricted-use pesticides. This applies to VA staff engaged in an authorized pest control training program under the direct supervision of a staff licensed PCO.

(2) Pesticides purchased by VA are for VA use only.

(3) Outdoor pesticide applications (liquids, dusts) must be conducted when wind speed is less than 10 miles per hour (mph) to prevent drift. An approved respirator must be worn

whenever required by the label or deemed necessary by licensed POC. The outdoor operator must wear a respirator when pesticide dust is a hazard.

g. **Pesticide Spill Cleanup Kit**

(1) A pesticide spill cleanup kit, appropriate to the type and amount of pesticide used or stored, must be located in each building where pesticides are stored. In addition, absorptive material to contain minor amounts of spilled liquid pesticides must be kept in each pesticide storage room.

(2) All items in the kit that are used must be replaced as soon as possible.

h. **Pesticide Container Disposal**

(1) All pesticide containers must be triple rinsed with an appropriate solvent, which must include, but not be limited to the diluents as prescribed by the pesticide label. The rinsate and container must be disposed of in a manner consistent with instructions found upon the pesticide label and in accordance with the requirements of local, state, and Federal agencies. Pesticide containers are not to be used for any purpose except for holding the pesticide shown on the label. The Chief Environmental Management Service or facility Director must be consulted by VA staff for approved storage location or disposal process for any of the aforementioned.

(2) Dry, granular pesticide containers (bags or sacks) must be emptied thoroughly and disposed of in a manner approved by the Safety Officer or GEMS Coordinator. Pesticide bags or sacks are not to be burned or stored near heat or open flame.

(3) The Safety Officer or GEMS Coordinator must be consulted by VA staff prior to disposal of any pesticides which are obsolete, have been banned, are unregistered, physically altered, or which otherwise cannot be used for the intended labeled uses.

i. **Pesticide Transportation**

(1) When transporting pesticides, operators must have protective clothing and equipment with them.

(2) Pesticides are not to be transported in the cabs, passenger compartments of vehicles, or trunks. Pesticides are not to be left unattended or unsecured in the vehicle.

(3) No pesticide container is to be re-used for any other purpose except as provided on the manufacturer's label.

8. PEST MANAGEMENT PLAN

The Chief, Environmental Management Service must prepare a pest management plan to ensure the best technical approach to an integrated, economical, effective, and safe pest management program. The pest management plan, in its entirety, is to be in one document and must conform to appropriate facility policies, standards, requirements, and applicable Federal, state, and local regulatory requirements.

a. The plan must include a summary, i.e., a section describing problems, risks, costs, resources, materials, equipment, related topics, with attachments with detailed information on pest management operations.

b. Maintenance of the pest management plan is provided:

(1) Through reviews and updates at 2-year intervals, or

(2) When there is significant change to:

(a) The pesticide management plan, or

(b) The methods and means of pesticide application at the facility.

c. The plan is required for each facility regardless of whether the facility is serviced by a contract or staff PCO to provide the service. **NOTE:** See Appendix A for plan outline and VHA Program Guide 1850.

9. ELECTROCUTING LIGHT TRAPS

The Chief, Environmental Management Service, is responsible for selection and placement of electrocuting light trap devices. The use of these devices is acceptable in limited areas of the medical care facility. **NOTE:** See VHA Program Guide 1850.02 for guidance on efficacious use of these devices.

10. PESTICIDES COMPOUNDED WITH OTHER PRODUCTS

The Chief, Environmental Management Service, must ensure the proper utilization of all products which are compounded with pesticides.

a. This applies to pesticides formulated and labeled for use as paint additives resulting in a paint-insecticide mixture, which must be applied by certified applicators when used on VA property as required.

b. This does not apply to the use of paints containing fungicides as mildew inhibitors, or the use of anti-microbial pesticides where application procedures on the label require no special measures.

11. BAN USE OF HERBICIDE 2,4-DICHLOROPHENOXYACETIC ACID

2,4-Dichlorophenoxyacetic Acid (2,4-D) is registered with the EPA as a pesticide and is widely used as a selective herbicide. However, there is the perception among Veterans that there is a perceived relationship between 2,4-D, Dioxin and Agent Orange. Previous directives have banned the use of 2,4-D on all VHA facility grounds.

a. VHA continues the ban of the selective herbicide 2,4-dichlorophenoxyacetic acid for use on all VHA facility grounds.

b. Any contracts for grounds or pest management services must fully disclose this ban to the potential provider and the contracting officer's technical representative must monitor the use of all pesticides used to ensure compliance.

c. Any and all existing stocks of 2,4-D must be disposed of in an appropriate manner and are not to be used on VHA property.

12. REFERENCES

a. Environmental Protection Agency. "Pesticide Registration (PR Notice) Notice 2002-1" *Pesticide Registration (PR) Notices*. 2002. http://www.epa.gov/PR_Notices/pr2002-1.pdf (November 30, 2010).

b. Potter, Michael F. "Bed Bugs" *University of Kentucky College of Agriculture*. August 2008. <http://www.ca.uky.edu/entomology/entfacts/ef636.asp> (November 30, 2010).

c. Environmental Protection Agency. "EPA'S National Bed Bug Summit: Participant Recommendations" *Pesticide: Science and Policy*. April 15, 2009. <http://www.epa.gov/oppfead1/cb/ppdc/bedbug-summit/partic-recom.pdf> (November 30, 2010).

PEST MANAGEMENT PLAN OUTLINE

The Pest Management Plan must be a comprehensive document describing the facilities' pest problems and the programs required to deliver economical and effective control of those pests. The plan must include: administration of contracts and inter-service agreements; program funding; staffing; materials required to implement the plan; provisions for the safety of personnel, patients, and visitors; shop; vehicles; and record keeping.

1. The Facility Pest Management Plan must:

- a. Identify and prioritize all pest management requirements of the activity and tenants.
- b. Identify the integrated pest management procedures to be used for both preventive (scheduled maintenance) and corrective (as required) programs.
- c. Identify program resources and staffing (applicator, supervisory, and inspection personnel).
- d. Outline surveillance procedures for ongoing pest problems.
- e. Identify all pesticides (with generic names) applied to the facility and antidotes for those pesticides.
- f. Identify control procedures of special interest, and areas with specific application constraints.
- g. Identify all environmentally sensitive areas, e.g., food service areas, surgical suites, respiratory treatment areas, water resources, endangered species' habitats, etc., with the actions planned for their protection.
- h. Identify the health and safety measures that must be taken to protect both pest control personnel and the general public, to include appropriate medical surveillance.
- i. Develop an emergency management plan that identifies measures that would need to be taken to protect employees, the public, patients, and the environment in the event of a involuntary chemical discharge or spill.
- j. Address Superfund Amendments and Reauthorization Act Title III (Community-Right-to-Know) requirements that apply to pesticides used and stored at the facility.
- k. Identify how the Medical Facility Pest Management Plan must be integrated into the facility GEMS.

2. Following is the prescribed formatting for the preparation of the Pest Management Plan. Any part of this format that does not apply at the facility must be annotated as "not applicable."

- a. **Summary**
- b. **Pest Management Plan** (standards, policies, and responsibilities)
 - (1) **Introduction.** This includes information regarding the:
 - (a) Objective;
 - (b) Plan maintenance; and
 - (c) Facility.
 - (2) **Pest Management Problems.** This includes:
 - (a) General household and nuisance pests;
 - (b) Structural pests;
 - (c) Weed control;
 - (d) Stored product pests,
 - (e) Health-related pests;
 - (f) Pests of ornamental plants and turf;
 - (g) Wood product pests; and
 - (h) Miscellaneous pests.
 - (3) **Administration.** This includes:
 - (a) The Quality Assurance Program;
 - (b) Complaints and sightings;
 - (c) Contracts;
 - (d) Reports and records;
 - (e) Training; and
 - (f) Resources (current and proposed), to include:
 1. Funding;

2. Staffing;
3. Materials-pesticides and equipment; and
4. Facilities.

(4) **Health and Safety.** This includes:

- (a) Requirements;
- (b) Shop;
- (c) Vehicles; and
- (d) Hazards, to include:
 1. Pest control personnel; and
 2. The public.

(5) **Public Laws and Regulations.**

(6) **Coordination.**

(7) **Environmental Considerations.** This includes:

- (a) Environmentally sensitive areas;
- (b) Protected species;
- (c) Pollution control projects;
- (d) Pollution abatement procedures; and
- (e) Compliance with Federal, state, and local environmental requirements.

(8) **Pest Management Services Provided Other Activities.** (Outpatient Clinics, Regional Offices, etc.)

(9) **Signature Block with Review Date.**

c. **Attachments** (Operational Information). To include:

- (1) Facility map and floor plans;
- (2) Pest management recommendations;

- (3) Pest management maintenance record;
- (4) Pest management summary report;
- (5) Work schedule;
- (6) Applicable instructions, procedures, and special protocols;
- (7) Shop equipment and sources;
- (8) Lists of safety items;
- (9) Technical information manuals and references;
- (10) Pesticide spill prevention and clean-up plan;
- (11) Pesticide labels and antidotes;
- (12) Contracting standards and specifications; and
- (13) Copy of current contracts (where appropriate).

BED BUG MANAGEMENT

1. Prior to World War II, infestations were common in the United States (U.S.). However, with improvements in hygiene, and the widespread use of DichloroDiphenylTrichloroethane (DDT) during the 1940's and 1950's, the bed bugs all but vanished in the U.S. In the 1970's, with the banning of DDT, increased international travel, and the Environmental Protection Agency (EPA) continued banning of other pesticides, bedbugs infestations in the U.S. escalated.

2. Public health worries have brought greater awareness to the stigma and the difficulty associated with eradicating and or controlling these pests. Accordingly, state and local governments have taken a proactive approach in addressing bedbug issues. The EPA has identified the bed bug as "a pest of significant public health importance."

3. Each facility Director, or designee, is responsible for:

a. Developing and implementing a systematic procedural plan that addresses bed bug issues in the following areas:

- (1) Inspection;
- (2) Pest identification;
- (3) Chemical and non-chemical options;
- (4) Sanitation;
- (5) Staff and patient education; and
- (6) Preventative measures.

b. Ensuring adequate resources are available to support prevention, education, and chemical and non-chemical initiatives.

c. Ensuring in-house pest management personnel and contractors are trained and qualified in the area of Public Health Pest Control (Category 8 see subpar. 5b(3) in the Directive), specifically bed bug prevention and treatment options. **NOTE:** *In cases of prolonged and severe bed bug infestations, the use of Subject Matter Experts is strongly encouraged.*

d. Initiating a course of action that ensures accurate, detailed, and timely notification to the Deputy Under Secretary for Health for Operations and Management (10N) through the Veterans Integrated Service Network Office when bed bug infestation is confirmed.

e. Including the procedural plan for bed bugs as an addendum to the facility Pest Management Plan and updating the plan annually. **NOTE:** *The Guide for Bed Bug Management provides additional information and guidance for addressing bed bug issues. This guide is intended to enhance the policy requirements within this Handbook and can be found on*

Environmental Programs Service web site at: <http://vaww.vhaco.va.gov/eps/>. This is an internal web site and is not available to the public.

WD 15-4430 (Rev.-5) was first posted on www.wdol.gov on 06/13/2017

REGISTER OF WAGE DETERMINATIONS UNDER		U.S. DEPARTMENT OF LABOR
THE SERVICE CONTRACT ACT		EMPLOYMENT STANDARDS ADMINISTRATION
By direction of the Secretary of Labor		WAGE AND HOUR DIVISION
		WASHINGTON D.C. 20210

Daniel W. Simms	Division of	Wage Determination No.:	2015-4430
Director	Wage Determinations	Revision No.:	5
		Date Of Revision:	06/05/2017

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: South Carolina

Area: South Carolina Counties of Calhoun, Fairfield, Kershaw, Lexington, Richland, Saluda

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		13.54
01012 - Accounting Clerk II		15.21
01013 - Accounting Clerk III		17.01
01020 - Administrative Assistant		22.59
01035 - Court Reporter		18.56
01041 - Customer Service Representative I		12.18
01042 - Customer Service Representative II		13.71
01043 - Customer Service Representative III		14.96
01051 - Data Entry Operator I		12.41
01052 - Data Entry Operator II		13.35
01060 - Dispatcher, Motor Vehicle		18.10
01070 - Document Preparation Clerk		13.10
01090 - Duplicating Machine Operator		13.10
01111 - General Clerk I		11.85
01112 - General Clerk II		12.93
01113 - General Clerk III		14.53
01120 - Housing Referral Assistant		19.24
01141 - Messenger Courier		11.05
01191 - Order Clerk I		15.25
01192 - Order Clerk II		16.64
01261 - Personnel Assistant (Employment) I		15.36
01262 - Personnel Assistant (Employment) II		17.19
01263 - Personnel Assistant (Employment) III		19.16
01270 - Production Control Clerk		23.23
01290 - Rental Clerk		12.42
01300 - Scheduler, Maintenance		15.43
01311 - Secretary I		15.43
01312 - Secretary II		17.27

01313	- Secretary III	19.24
01320	- Service Order Dispatcher	15.99
01410	- Supply Technician	22.59
01420	- Survey Worker	13.84
01460	- Switchboard Operator/Receptionist	12.47
01531	- Travel Clerk I	12.32
01532	- Travel Clerk II	13.11
01533	- Travel Clerk III	13.94
01611	- Word Processor I	13.75
01612	- Word Processor II	15.43
01613	- Word Processor III	17.27
05000	- Automotive Service Occupations	
05005	- Automobile Body Repairer, Fiberglass	20.50
05010	- Automotive Electrician	17.93
05040	- Automotive Glass Installer	16.86
05070	- Automotive Worker	16.86
05110	- Mobile Equipment Servicer	14.64
05130	- Motor Equipment Metal Mechanic	18.98
05160	- Motor Equipment Metal Worker	16.86
05190	- Motor Vehicle Mechanic	18.93
05220	- Motor Vehicle Mechanic Helper	13.60
05250	- Motor Vehicle Upholstery Worker	15.74
05280	- Motor Vehicle Wrecker	16.86
05310	- Painter, Automotive	17.93
05340	- Radiator Repair Specialist	16.86
05370	- Tire Repairer	12.12
05400	- Transmission Repair Specialist	18.98
07000	- Food Preparation And Service Occupations	
07010	- Baker	11.22
07041	- Cook I	10.40
07042	- Cook II	11.96
07070	- Dishwasher	8.81
07130	- Food Service Worker	10.43
07210	- Meat Cutter	15.39
07260	- Waiter/Waitress	8.78
09000	- Furniture Maintenance And Repair Occupations	
09010	- Electrostatic Spray Painter	17.27
09040	- Furniture Handler	10.23
09080	- Furniture Refinisher	16.04
09090	- Furniture Refinisher Helper	12.12
09110	- Furniture Repairer, Minor	14.11
09130	- Upholsterer	14.81
11000	- General Services And Support Occupations	
11030	- Cleaner, Vehicles	9.77
11060	- Elevator Operator	9.77
11090	- Gardener	14.21
11122	- Housekeeping Aide	10.64
11150	- Janitor	10.64
11210	- Laborer, Grounds Maintenance	11.07
11240	- Maid or Houseman	9.07
11260	- Pruner	9.99
11270	- Tractor Operator	13.16
11330	- Trail Maintenance Worker	11.07
11360	- Window Cleaner	11.58
12000	- Health Occupations	
12010	- Ambulance Driver	15.83
12011	- Breath Alcohol Technician	16.98
12012	- Certified Occupational Therapist Assistant	28.79
12015	- Certified Physical Therapist Assistant	29.36
12020	- Dental Assistant	16.68
12025	- Dental Hygienist	27.70

12030 - EKG Technician	25.75
12035 - Electroneurodiagnostic Technologist	25.75
12040 - Emergency Medical Technician	15.83
12071 - Licensed Practical Nurse I	16.55
12072 - Licensed Practical Nurse II	18.51
12073 - Licensed Practical Nurse III	20.63
12100 - Medical Assistant	13.98
12130 - Medical Laboratory Technician	17.29
12160 - Medical Record Clerk	16.24
12190 - Medical Record Technician	18.16
12195 - Medical Transcriptionist	16.47
12210 - Nuclear Medicine Technologist	31.20
12221 - Nursing Assistant I	11.37
12222 - Nursing Assistant II	12.78
12223 - Nursing Assistant III	13.95
12224 - Nursing Assistant IV	15.67
12235 - Optical Dispenser	17.67
12236 - Optical Technician	15.68
12250 - Pharmacy Technician	14.88
12280 - Phlebotomist	13.55
12305 - Radiologic Technologist	23.23
12311 - Registered Nurse I	22.77
12312 - Registered Nurse II	27.85
12313 - Registered Nurse II, Specialist	27.85
12314 - Registered Nurse III	33.69
12315 - Registered Nurse III, Anesthetist	33.69
12316 - Registered Nurse IV	40.38
12317 - Scheduler (Drug and Alcohol Testing)	20.76
12320 - Substance Abuse Treatment Counselor	18.10
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	18.93
13012 - Exhibits Specialist II	23.44
13013 - Exhibits Specialist III	28.67
13041 - Illustrator I	18.93
13042 - Illustrator II	23.44
13043 - Illustrator III	28.67
13047 - Librarian	25.96
13050 - Library Aide/Clerk	12.59
13054 - Library Information Technology Systems Administrator	23.44
13058 - Library Technician	16.20
13061 - Media Specialist I	16.92
13062 - Media Specialist II	18.93
13063 - Media Specialist III	21.10
13071 - Photographer I	16.89
13072 - Photographer II	18.88
13073 - Photographer III	23.39
13074 - Photographer IV	28.62
13075 - Photographer V	34.60
13090 - Technical Order Library Clerk	14.63
13110 - Video Teleconference Technician	16.41
14000 - Information Technology Occupations	
14041 - Computer Operator I	15.46
14042 - Computer Operator II	17.29
14043 - Computer Operator III	20.72
14044 - Computer Operator IV	23.08
14045 - Computer Operator V	25.51
14071 - Computer Programmer I	(see 1) 21.78
14072 - Computer Programmer II	(see 1) 26.99
14073 - Computer Programmer III	(see 1)
14074 - Computer Programmer IV	(see 1)

14101 - Computer Systems Analyst I	(see 1)	27.38
14102 - Computer Systems Analyst II	(see 1)	
14103 - Computer Systems Analyst III	(see 1)	
14150 - Peripheral Equipment Operator		15.46
14160 - Personal Computer Support Technician		27.56
14170 - System Support Specialist		30.01
15000 - Instructional Occupations		
15010 - Aircrew Training Devices Instructor (Non-Rated)		27.38
15020 - Aircrew Training Devices Instructor (Rated)		32.25
15030 - Air Crew Training Devices Instructor (Pilot)		38.66
15050 - Computer Based Training Specialist / Instructor		27.38
15060 - Educational Technologist		30.46
15070 - Flight Instructor (Pilot)		38.66
15080 - Graphic Artist		19.05
15085 - Maintenance Test Pilot, Fixed, Jet/Prop		38.66
15086 - Maintenance Test Pilot, Rotary Wing		38.66
15088 - Non-Maintenance Test/Co-Pilot		38.66
15090 - Technical Instructor		19.27
15095 - Technical Instructor/Course Developer		23.57
15110 - Test Proctor		15.56
15120 - Tutor		15.56
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations		
16010 - Assembler		9.23
16030 - Counter Attendant		9.23
16040 - Dry Cleaner		11.38
16070 - Finisher, Flatwork, Machine		9.23
16090 - Presser, Hand		9.23
16110 - Presser, Machine, Drycleaning		9.23
16130 - Presser, Machine, Shirts		9.23
16160 - Presser, Machine, Wearing Apparel, Laundry		9.23
16190 - Sewing Machine Operator		12.00
16220 - Tailor		12.78
16250 - Washer, Machine		9.96
19000 - Machine Tool Operation And Repair Occupations		
19010 - Machine-Tool Operator (Tool Room)		21.80
19040 - Tool And Die Maker		25.59
21000 - Materials Handling And Packing Occupations		
21020 - Forklift Operator		14.44
21030 - Material Coordinator		23.23
21040 - Material Expediter		23.23
21050 - Material Handling Laborer		13.01
21071 - Order Filler		11.87
21080 - Production Line Worker (Food Processing)		14.44
21110 - Shipping Packer		14.11
21130 - Shipping/Receiving Clerk		14.11
21140 - Store Worker I		11.13
21150 - Stock Clerk		15.02
21210 - Tools And Parts Attendant		14.44
21410 - Warehouse Specialist		14.44
23000 - Mechanics And Maintenance And Repair Occupations		
23010 - Aerospace Structural Welder		26.93
23019 - Aircraft Logs and Records Technician		21.08
23021 - Aircraft Mechanic I		25.43
23022 - Aircraft Mechanic II		26.93
23023 - Aircraft Mechanic III		28.34
23040 - Aircraft Mechanic Helper		18.17
23050 - Aircraft, Painter		23.57
23060 - Aircraft Servicer		21.08
23070 - Aircraft Survival Flight Equipment Technician		23.57
23080 - Aircraft Worker		22.58
23091 - Aircrew Life Support Equipment (ALSE) Mechanic		22.58

I		
23092	- Aircrew Life Support Equipment (ALSE) Mechanic	25.43
II		
23110	- Appliance Mechanic	20.80
23120	- Bicycle Repairer	13.67
23125	- Cable Splicer	25.26
23130	- Carpenter, Maintenance	18.48
23140	- Carpet Layer	19.53
23160	- Electrician, Maintenance	21.26
23181	- Electronics Technician Maintenance I	23.83
23182	- Electronics Technician Maintenance II	25.39
23183	- Electronics Technician Maintenance III	26.83
23260	- Fabric Worker	18.22
23290	- Fire Alarm System Mechanic	18.11
23310	- Fire Extinguisher Repairer	16.98
23311	- Fuel Distribution System Mechanic	26.10
23312	- Fuel Distribution System Operator	20.16
23370	- General Maintenance Worker	16.56
23380	- Ground Support Equipment Mechanic	25.43
23381	- Ground Support Equipment Servicer	21.08
23382	- Ground Support Equipment Worker	22.58
23391	- Gunsmith I	16.98
23392	- Gunsmith II	19.53
23393	- Gunsmith III	21.99
23410	- Heating, Ventilation And Air-Conditioning Mechanic	18.06
23411	- Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	19.79
23430	- Heavy Equipment Mechanic	23.96
23440	- Heavy Equipment Operator	17.69
23460	- Instrument Mechanic	18.54
23465	- Laboratory/Shelter Mechanic	20.80
23470	- Laborer	13.01
23510	- Locksmith	16.86
23530	- Machinery Maintenance Mechanic	25.29
23550	- Machinist, Maintenance	20.12
23580	- Maintenance Trades Helper	13.10
23591	- Metrology Technician I	18.54
23592	- Metrology Technician II	19.63
23593	- Metrology Technician III	20.65
23640	- Millwright	23.53
23710	- Office Appliance Repairer	19.86
23760	- Painter, Maintenance	16.22
23790	- Pipefitter, Maintenance	21.52
23810	- Plumber, Maintenance	20.32
23820	- Pneudraulic Systems Mechanic	21.99
23850	- Rigger	22.59
23870	- Scale Mechanic	19.53
23890	- Sheet-Metal Worker, Maintenance	18.24
23910	- Small Engine Mechanic	15.76
23931	- Telecommunications Mechanic I	25.42
23932	- Telecommunications Mechanic II	26.93
23950	- Telephone Lineman	22.59
23960	- Welder, Combination, Maintenance	19.84
23965	- Well Driller	19.13
23970	- Woodcraft Worker	21.99
23980	- Woodworker	16.98
24000	- Personal Needs Occupations	
24550	- Case Manager	12.53
24570	- Child Care Attendant	9.40
24580	- Child Care Center Clerk	14.74

24610 - Chore Aide	10.57
24620 - Family Readiness And Support Services Coordinator	12.53
24630 - Homemaker	15.00
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	21.99
25040 - Sewage Plant Operator	18.24
25070 - Stationary Engineer	21.99
25190 - Ventilation Equipment Tender	15.05
25210 - Water Treatment Plant Operator	18.24
27000 - Protective Service Occupations	
27004 - Alarm Monitor	14.80
27007 - Baggage Inspector	12.75
27008 - Corrections Officer	16.17
27010 - Court Security Officer	17.36
27030 - Detection Dog Handler	14.33
27040 - Detention Officer	16.17
27070 - Firefighter	18.04
27101 - Guard I	12.75
27102 - Guard II	14.33
27131 - Police Officer I	19.90
27132 - Police Officer II	22.11
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	11.40
28042 - Carnival Equipment Repairer	12.29
28043 - Carnival Worker	8.91
28210 - Gate Attendant/Gate Tender	14.00
28310 - Lifeguard	11.01
28350 - Park Attendant (Aide)	15.66
28510 - Recreation Aide/Health Facility Attendant	11.10
28515 - Recreation Specialist	17.22
28630 - Sports Official	12.47
28690 - Swimming Pool Operator	14.64
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	20.92
29020 - Hatch Tender	20.92
29030 - Line Handler	20.92
29041 - Stevedore I	19.50
29042 - Stevedore II	22.24
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	37.52
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	25.87
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	28.49
30021 - Archeological Technician I	16.95
30022 - Archeological Technician II	18.58
30023 - Archeological Technician III	22.82
30030 - Cartographic Technician	22.84
30040 - Civil Engineering Technician	24.68
30051 - Cryogenic Technician I	23.25
30052 - Cryogenic Technician II	25.63
30061 - Drafter/CAD Operator I	16.95
30062 - Drafter/CAD Operator II	18.58
30063 - Drafter/CAD Operator III	20.54
30064 - Drafter/CAD Operator IV	25.27
30081 - Engineering Technician I	14.83
30082 - Engineering Technician II	16.64
30083 - Engineering Technician III	18.61
30084 - Engineering Technician IV	23.07
30085 - Engineering Technician V	28.22
30086 - Engineering Technician VI	34.14
30090 - Environmental Technician	23.14

30095 - Evidence Control Specialist	20.94
30210 - Laboratory Technician	22.16
30221 - Latent Fingerprint Technician I	23.25
30222 - Latent Fingerprint Technician II	25.63
30240 - Mathematical Technician	23.81
30361 - Paralegal/Legal Assistant I	16.56
30362 - Paralegal/Legal Assistant II	20.51
30363 - Paralegal/Legal Assistant III	24.98
30364 - Paralegal/Legal Assistant IV	32.35
30375 - Petroleum Supply Specialist	25.63
30390 - Photo-Optics Technician	25.12
30395 - Radiation Control Technician	25.63
30461 - Technical Writer I	20.74
30462 - Technical Writer II	25.37
30463 - Technical Writer III	30.69
30491 - Unexploded Ordnance (UXO) Technician I	23.85
30492 - Unexploded Ordnance (UXO) Technician II	25.85
30493 - Unexploded Ordnance (UXO) Technician III	34.58
30494 - Unexploded (UXO) Safety Escort	23.85
30495 - Unexploded (UXO) Sweep Personnel	23.85
30501 - Weather Forecaster I	23.25
30502 - Weather Forecaster II	28.22
30620 - Weather Observer, Combined Upper Air Or Surface Programs	(see 2) 20.54
30621 - Weather Observer, Senior	(see 2) 22.82
31000 - Transportation/Mobile Equipment Operation Occupations	
31010 - Airplane Pilot	28.85
31020 - Bus Aide	9.85
31030 - Bus Driver	14.43
31043 - Driver Courier	13.44
31260 - Parking and Lot Attendant	12.13
31290 - Shuttle Bus Driver	14.52
31310 - Taxi Driver	11.15
31361 - Truckdriver, Light	14.52
31362 - Truckdriver, Medium	15.58
31363 - Truckdriver, Heavy	19.03
31364 - Truckdriver, Tractor-Trailer	19.03
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	14.07
99030 - Cashier	8.83
99050 - Desk Clerk	9.97
99095 - Embalmer	21.75
99130 - Flight Follower	23.85
99251 - Laboratory Animal Caretaker I	11.36
99252 - Laboratory Animal Caretaker II	12.27
99260 - Marketing Analyst	27.02
99310 - Mortician	21.75
99410 - Pest Controller	16.93
99510 - Photofinishing Worker	12.53
99710 - Recycling Laborer	13.11
99711 - Recycling Specialist	16.25
99730 - Refuse Collector	13.20
99810 - Sales Clerk	12.56
99820 - School Crossing Guard	12.30
99830 - Survey Party Chief	18.86
99831 - Surveying Aide	12.65
99832 - Surveying Technician	17.33
99840 - Vending Machine Attendant	16.33
99841 - Vending Machine Repairer	20.29
99842 - Vending Machine Repairer Helper	16.33

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: Life, accident, and health insurance plans, sick leave, pension plans, civic and personal leave, severance pay, and savings and thrift plans. Minimum employer contributions costing an average of \$4.27 per hour computed on the basis of all hours worked by service employees employed on the contract.

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor, 3 weeks after 8 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. (See 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)).