

ATTACHMENT 1

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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: Name and Position Title:
 Company Name:
 Address:
 Telephone number:
 Email:

(b) GOVERNMENT: Jenny Peters, Contracting Officer
 Department of Veterans Affairs, Network Contracting Office 22
 3350 La Jolla Village Drive, San Diego, CA 92161
 Telephone number: 858-626-8768
 Email: Jennelyn.Peters@va.gov

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

- ☒ 52.232-34, Payment by 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 ☒ Upon job completion of each deliverable

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

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

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

AMENDMENT NUMBER	DATE

B.2 SCHEDULE OF SERVICES AND PRICE**1. PRICING OF SERVICES:**

The subject requirement is to provide upgrade and installation services of the existing Government-owned Trane Chillers and Controls for VA San Diego Healthcare System (VASDHS). In accordance with (IAW) the Statement of Work (SOW) described in Section B.3, the contractor shall provide all qualified personnel, labor, supplies, materials, shipping, transportation, supervision and all resources necessary to accomplish the requirements as set forth herein.

PERIOD OF PERFORMANCE: 09/25/2017 – 02/28/2018

CLIN	DESCRIPTION OF SERVICE	QTY	UNIT	UNIT PRICE	TOTAL AMOUNT
0001	Chiller and Controls Upgrade Installation Services	1	JOB	\$ _____	\$ _____
GRAND TOTAL					\$ _____

- 2. OPTION TO EXTEND SERVICES:** In accordance with FAR 52.217-8, Option to Extend Services, the task order may be extended at the Government's sole discretion for a period of up to six (6) months, exercisable in increments of not less than one (1) month. If this option is exercised, all pricing for the period in effect shall apply. Evaluation of option shall not obligate the Government to exercise the option(s).

B.3 DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK AND REQUIREMENTS

1. **BACKGROUND:** The VA San Diego Healthcare System is served by the central plant which consists of one (1) absorption chiller and three (3) centrifugal chillers. The three centrifugal chillers were manufactured by Trane Inc. and were installed in 2007 (1 chiller), 2008 (1 chiller), and 2009 (1 chiller). The chiller CenTraVac compressor with the Evaluator has been recently assessed and have determined a service threshold indicator of 93%. With constant increase in cooling requirement due to new and advanced medical equipment, the chiller plant will need to be upgraded to increase the capacity be approximately 500 tons. The most economical, efficient, and logistical way to accommodate the projected cooling requirement of the medical center is to reconfigure the existing chiller to produce an additional capacity. The Contractor will be required to engineer, design, and modify the compressor motor, impeller wheels, shells, and orifices to raise the chiller capacity to 1,367 tons (from 1,200 tons) while utilizing the same chilled and condenser water temperatures.
2. **SCOPE OF WORK:** The Contractor shall furnish all qualified personnel, labor, supplies, tools, equipment, transportation, supervision and other non-personal services necessary to upgrade the existing Government-owned chillers at VA San Diego Healthcare System. The compressor motor, impeller, shell and orifices shall be engineered by the manufacturer to increase capacity to 1,367 tons per machine under the same chilled and condenser water temperatures and flow rates.
3. **PERIOD OF PERFORMANCE:** September 25, 2017 through February 28, 2018
4. **PLACE OF PERFORMANCE:** VA San Diego Healthcare System, 3350 La Jolla Villa Drive, San Diego, CA 92161.
5. **LIST OF GOVERNMENT-OWNED EQUIPMENT:**

Equipment	Qty.	Manufacturer	Model Number	Serial No.	Area Served/Asset Tag
Centrifugal Chiller	1	Trane	CVHF130FA3	L07K04917	CH 3
Centrifugal Chiller	1	Trane	CVHF130FE3	L08J04140	CH 2
Centrifugal Chiller	1	Trane	CVHF130FE3	L09A05995	CH 1
Tracer Chiller Plant Manager Controls	1	Trane			

6. SPECIFIC TASKS:

- 6.1 Prior to commencement of work, the Contractor shall confer the Contracting Officer Representative (COR) and agree on a sequence of procedures for the work to be performed (i.e. access to premises and building, space for storage of materials; delivery of materials and use of approaches; use of corridors, stairways, elevators, and similar means of communication; locations of partitions, eating spaces, and restrooms for Contractor employees, the like). Delivery of materials and equipment shall be made with a minimum of interference to Government operations and personnel.
- 6.2 The Contractor shall sign in and out with the COR or his/her designee upon entering and departing the VA medical facility.
- 6.3 The Contractor shall change, upsize, re-engineer the chiller components including, but not limited to the following:
 - 6.3.1 Compressor
 - 6.3.1.1 Oil Feed Tube

- 6.3.1.2 Compressor Actuator
- 6.3.1.3 1st & 2nd Stage Compressor Wheel
- 6.3.1.4 Balance weights
- 6.3.1.5 New Compressor/Impeller Surrounds

6.3.2 Motor

- 6.3.2.1 Upsize to 1220 HP Motor, 5000 frame motor
- 6.3.2.2 Bearings
- 6.3.2.3 Ground Brushes
- 6.3.2.4 Terminal Box and Cover
- 6.3.2.5 AFD Motor Shaft Hardware

6.3.3 Electrical Service

- 6.3.3.1 Provide electrical work to include but not limited to upsizing motor control center, upsizing panel, wire sizing and all necessary components to support the new chiller capacity.

6.4 The Contractor shall perform services on the following equipment and systems as specified below:

6.4.1 CentraVac Compressor

- 6.4.1.1 Refrigerant removal and replacement per applicable law;
- 6.4.1.2 Dismantle of the centrifugal compressor;
- 6.4.1.3 Refrigerant analysis using Trane chemical laboratory;
- 6.4.1.4 Inspection and verification of the inlet guide vane assembly, motor shaft, labyrinth seals and impellers compared to Trane factory specifications;
- 6.4.1.5 Motor inspection including a rotor bar and resistance analysis of the motor to Trane factory Specifications;
- 6.4.1.6 Verification and adjustment of the controls and measuring devices;
- 6.4.1.7 Inspection of the overload controls, contactors, wiring, and other starter components;
- 6.4.1.8 Cleaning and inspection of the lubrication system including the oil pump, regulator, filters, heating elements, and sump;
- 6.4.1.9 Cleaning and inspection of economizer and liquid line flanges;
- 6.4.1.10 Installation of new Trane compressor motor bearings;
- 6.4.1.11 Reengineering of compressor, motor, impeller wheel, shell surround, and orifice to increase chiller capacity 167 tons per chiller, given same inlet conditions;
- 6.4.1.12 Modify compressor, motor, impeller wheel, shell surrounds, and orifice as needed to produce additional tonnage, change and upsize as required;

NOTE: With increase in tonnage/capacity, electrical service may require modification to provide new increased amperage (wire upsizing, service disconnect changed, current electrical service has enough capacity to serve increased electrical consumption). In the event that electrical service requires modification, no additional cost shall be incurred by the Government.

- 6.4.1.13 Speed balance the rotor and impellers as one operating assembly prior to reassembly of the Compressor;
- 6.4.1.14 Reassembly of the centrifugal compressor, auxiliary vapor and liquid lines, and sight glasses with all new Trane gaskets;
- 6.4.1.15 Replace oil pump and motor;
- 6.4.1.16 Clean and verify purge;
- 6.4.1.17 Perform vibration analysis as a base line at chiller start-up;
- 6.4.1.18 Replace motor terminal board;

- 6.4.1.19** Installation of motor terminal board using new Trane approved gaskets and terminal O-rings;
- 6.4.1.20** Replace relief valve carbon disk and gaskets;
- 6.4.1.21** Chiller evacuation and leak testing to Trane specifications;
- 6.4.1.22** Charge with refrigerant and adjust charge as necessary;
- 6.4.1.23** Start-up and operation check by certified Trane technician;
- 6.4.1.24** Verification of operating parameters and adjustment of the chiller as per its original specifications;
- 6.4.1.25** Include Factory extended warranty on compressor motor, bearings, and lubrication system;
- 6.4.1.26** Include five (5) year Factory parts and labor warranty with minimum three (3) annual inspections and annual oil analysis by the Trane Chemical Laboratory; and
- 6.4.1.27** Installation of Trane renewal nameplate indicating Trane issues CenTraVac compressor renewal serial number.

6.4.2 CentraVac Adaptive Frequency Drive (Power Components)

- 6.4.2.1** AFD Power Module – The R'newal power module includes remanufactured heat exchanger and new power semiconductors, capacitors, and control boards.
- 6.4.2.2** Input Capacitor Bank – This capacitor bank found on AFDE model LiquiFlo 2 drives. The R'newal shall include a remanufactured capacitor bank assembly having new electrolytic capacitors.
- 6.4.2.3** The AFD Power Module and Input Capacitor Bank shall be covered by the Limited Factory Warranty and 5 Year Factory parts and labor warranty shall include, at a minimum three annual inspections and annual oil analysis by the Trane Chemical Laboratory.

6.4.3 Chiller Plant Manager (Tracer Summit to SC/System Controller)

- 6.4.3.1** Change out of unsupported and failed Tracer Summit Central Plant Manager panel and replace with current Trane Tracer SC Central Plant Manager panel.
- 6.4.3.2** Transition old database to new system, integrate with Chiller Adaptaview Panel via BACnet communication.
- 6.4.3.3** Shall include a warranty to cover 2 year of preventive maintenance of Chiller Plant Controls, technical assistance with setup of trends and logging capabilities of new Tracer SC Chiller Plant Controls.

6.5 The Contractor shall properly seal all penetrations with the proper firestopping.

7. COMPLIANCE REQUIREMENTS:

- 7.1** The Contractor is solely responsible for meeting any current or future requirements approvals or certifications as may be levied by applicable legal, regulatory, accrediting body, governing body, and/or local/state/federal requirements as required by law. Due to continuous regulatory changes in both federal and state laws, the contractor shall be in compliance of new regulations within thirty (30) calendar days of notification.
- 7.2** The Contractor shall comply with all applicable Federal, State, and local requirements regarding workers' health and safety. The requirements include, but are not limited to those found in Federal and State Occupational Safety and Health Act (OSHA) statutes and regulations, Environmental Protection Agency (EPA), local city and county regulations as well as facility regulations.
- 7.3** The Contractor Superintendent and Project Manager must have 30-hour OSHA certification, contractor must hold a 10-hour certification.
- 7.4** Proper Personal Protective Equipment (PPE) is required at all times when working on electrical. Contractor must provide their own PPE and safety plan for this requirement including a copy of worker certifications prior to commencement of work.

7.5 Contractor must follow proper construction protocol.

- 8. HOUR OF OPERATION:** The normal hours of operation is from Monday through Friday from 7:30 AM to 5:30 PM PDT except on federal holidays or any holiday declared by the President of the United States as a national holiday. Immediately after contract award, the Contractor shall coordinate with the COR to establish a specific work schedule to perform the required services.
- 9. FEDERAL HOLIDAYS:** Any holiday pay that may be entitled to the Contractor's employees shall be the sole responsibility of the Contractor and shall not be billed to nor reimbursed by the Government.

New Year's Day	January 1st
Martin Luther King's Birthday	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4th
Labor Day	First Monday in September
Columbus Day	Second Monday in October
Veterans Day	November 11th
Thanksgiving Day	Fourth Thursday of November
Christmas Day	December 25th

10. OTHER PERTINENT INFORMATION:

- 10.1** VASDHS is a Federal property. The Contractor shall coordinate with the COR or his/her designee for access of restricted spaces or any required support in the performance of the contract.
- 10.2** The Contractor employees shall notify the COR or his/her designee before entering a designated permit required confined space so that appropriate precautions may be taken. The Contractor shall keep tools and materials under their control at all times. The Contractor shall coordinate work to be performed with the COR to ensure safety and least amount of disruption to daily operation of the facility.
- 10.3** In the performance of the contract, Contractor shall take safety precautions as necessary while operating in construction area(s). The Contractor shall provide all necessary tools, equipment, labels, and Personal Protective Equipment (PPE) to perform the work in safe, effective and timely manner.

11. CHANGES:

The Contractor is advised that only the Contracting Officer, acting within the scope of the contract has the authority to make changes which may affect the contract terms and conditions, quality, quantity, price, and/or delivery. It is highly encouraged and advised that the Contractor contact the Contracting Officer for approval in the event there are changes prior to proceeding. No other individual has the authority to make this binding changes and/or commitments. In the event that the Contractor commits to such changes at the direction of any person other than the Contracting Officer, the changes shall be considered to have been made without proper authority and no adjustment shall be made in contract price to cover any increase in costs incurred as a result thereof.

B.4 SPECIAL CONTRACT REQUIREMENTS

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

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

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

3. IDENTIFICATION OF CONTRACTOR EMPLOYEES:

- (a) The parties agree that the contractor personnel when the resulting contract will be performed shall not be considered VA employees for any purpose and shall be considered employees of the contractor.
- (b) **Contractor's Personnel:** The contractor shall provide a representative who shall be responsible for routine liaison in the performance and administration of the resulting contract. In addition, the representative shall act as the primary point of contact (POC) between the Contracting Officer and the contractor. The representative shall have full authority to act on behalf of the contractor on all matters relating to daily operations of contract performance. An alternate POC shall also be designated. The contractor shall provide the names and telephone numbers of the POC(s) on the space below:

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

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

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

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

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

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

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

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

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

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

6. CONTRACTOR SECURITY REQUIREMENTS:

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

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

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

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

- (b) **Background Screening:** In accordance with VHA Directive 0710 all Contractor personnel providing services under this resulting contract shall be subject to a background screening and must receive favorable adjudication from the VA prior to contract performance. The level of screening for this resulting contract is: **Special Agreement Check (SAC)**. Any employee whose background investigation yields unfavorable results shall be removed immediately from performance under this resulting contract. In the event the screening is not completed prior to contract performance, the Contractor shall be responsible for the actions of those individuals performing under the contract.
- (c) Contractors, contract personnel, subcontractors, and subcontractor personnel shall be subject to the same Federal laws, regulations, standards, and VA Directives and Handbooks as VA and VA personnel regarding VA information and information system security.

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

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

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

9. OTHER REQUIREMENTS

- (a) VA Policy:** Possession of weapons is prohibited. Enclosed containers, including tool kits, are subject to search. Violations of VA regulations may result in citations answerable in the United States (Federal) District Court.
- (b) Parking Policy:** It is the responsibility of Contractor personnel to park only in designated parking areas. Parking information is available from the VA Police. The VA will not validate or make reimbursement for parking violations of the Contractor's personnel under any circumstances.
- (c) Smoking Policy:** Smoking shall be permitted only in designated areas provided by the Contractor.

SECTION C - CONTRACT CLAUSES

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

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

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

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

(End of Clause)

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

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

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

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

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

FAR Clauses

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

(End of Clause)

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

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

(1) Means a small business concern:

- (i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans (or eligible surviving spouses);
- (ii) The management and daily business operations of which are controlled by one or more service-disabled veterans (or eligible surviving spouses) or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran;
- (iii) The business meets Federal small business size standards for the applicable North American Industry Classification System (NAICS) code identified in the solicitation document; and
- (iv) The business has been verified for ownership and control and is so listed in the Vendor Information Pages database, (<http://www.VetBiz.gov>).

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(End of Clause)

C.1.4 VAAR 852.203-70 COMMERCIAL ADVERTISING (JAN 2008)

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

(End of Clause)

C.1.5 VAAR 852.232-72 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS (NOV 2012)

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

- (1) *Contract financing payment* has the meaning given in FAR 32.001.
- (2) *Designated agency office* has the meaning given in 5 CFR 1315.2(m).
- (3) *Electronic form* means an automated system transmitting information electronically according to the Accepted electronic data transmission methods and formats identified in paragraph (c) of this clause. Facsimile, email, and scanned documents are not acceptable electronic forms for submission of payment requests.

(4) *Invoice payment* has the meaning given in FAR 32.001.

(5) *Payment request* means any request for contract financing payment or invoice payment submitted by the contractor under this contract.

(b) *Electronic payment requests.* Except as provided in paragraph (e) of this clause, the contractor shall submit payment requests in electronic form. Purchases paid with a Government-wide commercial purchase card are considered to be an electronic transaction for purposes of this rule, and therefore no additional electronic invoice submission is required.

(c) *Data transmission.* A contractor must ensure that the data transmission method and format are through one of the following:

(1) VA's Electronic Invoice Presentment and Payment System. (See Web site at <http://www.fsc.va.gov/einvoice.asp>.)

(2) Any system that conforms to the X12 electronic data interchange (EDI) formats established by the Accredited Standards Center (ASC) and chartered by the American National Standards Institute (ANSI). The X12 EDI Web site (<http://www.x12.org>) includes additional information on EDI 810 and 811 formats.

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

(e) *Exceptions.* If, based on one of the circumstances below, the contracting officer directs that payment requests be made by mail, the contractor shall submit payment requests by mail through the United States Postal Service to the designated agency office. Submission of payment requests by mail may be required for:

- (1) Awards made to foreign vendors for work performed outside the United States;
- (2) Classified contracts or purchases when electronic submission and processing of payment requests could compromise the safeguarding of classified or privacy information;
- (3) Contracts awarded by contracting officers in the conduct of emergency operations, such as responses to national emergencies;
- (4) Solicitations or contracts in which the designated agency office is a VA entity other than the VA Financial Services Center in Austin, Texas; or
- (5) Solicitations or contracts in which the VA designated agency office does not have electronic invoicing capability as described above.

(End of Clause)

C.1.6 VAAR 852.237-70 CONTRACTOR RESPONSIBILITIES (APR 1984)

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

(End of Clause)

(End of Addendum to 52.212-4)

C.2 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS—COMMERCIAL ITEMS (JAN 2017)

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

- (1) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).
- (2) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015)
- (3) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).
- (4) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Public Laws 108-77, 108-78 (19 U.S.C. 3805 note)).

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

- ___ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) (41 U.S.C. 4704 and 10 U.S.C. 2402).
- ___ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (Oct 2015) (41 U.S.C. 3509).
- ___ (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (Jun 2010) (Section 1553 of Pub L. 111-5) (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009).
- ___ (4) 52.204-10, Reporting Executive compensation and First-Tier Subcontract Awards (Oct 2016) (Pub. L. 109-282) (31 U.S.C. 6101 note).
- ___ (5) [Reserved]

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

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

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

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

___ (10) [Reserved]

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

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

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

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

___ (13) [Reserved]

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

___ (ii) Alternate I (Nov 2011).

___ (iii) Alternate II (Nov 2011).

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

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

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

___ (16) 52.219-8, Utilization of Small Business Concerns (Nov 2016) (15 U.S.C. 637(d)(2) and (3)).

___ (17) (i) 52.219-9, Small Business Subcontracting Plan (Jan 2017) (15 U.S.C. 637 (d)(4)).

___ (ii) Alternate I (Nov 2016) of 52.219-9.

___ (iii) Alternate II (Nov 2016) of 52.219-9.

___ (iv) Alternate III (Nov 2016) of 52.219-9.

___ (v) Alternate IV (Nov 2016) of 52.219-9.

___ (18) 52.219-13, Notice of Set-Aside of Orders (Nov 2011) (15 U.S.C. 644(r)).

- ___ (19) 52.219-14, Limitations on Subcontracting (Jan 2017) (15 U.S.C. 637(a)(14)).
- ___ (20) 52.219-16, Liquidated Damages—Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).
- X (21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (Nov 2011) (15 U.S.C. 657f).
- ___ (22) 52.219-28, Post Award Small Business Program Rerepresentation (Jul 2013) (15 U.S.C. 632(a)(2)).
- ___ (23) 52.219-29, Notice of Set-Aside for, or Sole Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (Dec 2015) (15 U.S.C. 637(m)).
- ___ (24) 52.219-30, Notice of Set-Aside for, or Sole Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (Dec 2015) (15 U.S.C. 637(m)).
- X (25) 52.222-3, Convict Labor (June 2003) (E.O. 11755).
- X (26) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (Oct 2016) (E.O. 13126).
- ___ (27) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).
- ___ (28) 52.222-26, Equal Opportunity (Sep 2016) (E.O. 11246).
- ___ (29) 52.222-35, Equal Opportunity for Veterans (Oct 2015) (38 U.S.C. 4212).
- X (30) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C. 793).
- ___ (31) 52.222-37, Employment Reports on Veterans (Feb 2016) (38 U.S.C. 4212).
- ___ (32) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).
- X (33) (i) 52.222-50, Combating Trafficking in Persons (Mar 2015) (22 U.S.C. chapter 78 and E.O. 13627).
- ___ (ii) Alternate I (Mar 2015) of 52.222-50, (22 U.S.C. chapter 78 and E.O. 13627).
- ___ (34) 52.222-54, Employment Eligibility Verification (Oct 2015). (E. O. 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)
- ___ (35) 52.222-59, Compliance with Labor Laws (Executive Order 13673) (Oct 2016). (Applies at \$50 million for solicitations and resultant contracts issued from October 25, 2016 through April 24, 2017; applies at \$500,000 for solicitations and resultant contracts issued after April 24, 2017).

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

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

___ (37) (i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

___ (ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

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

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

___ (40) (i) 52.223-13, Acquisition of EPEAT® -Registered Imaging Equipment (Jun 2014) (E.O.s 13423 and 13514)

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

___ (41) (i) 52.223-14, Acquisition of EPEAT® -Registered Television (Jun 2014) (E.O.s 13423 and 13514).

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

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

___ (43) (i) 52.223-16, Acquisition of EPEAT® -Registered Personal Computer Products (Oct 2015) (E.O.s 13423 and 13514).

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

X (44) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging while Driving (Aug 2011) (E.O. 13513).

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

___ (46) 52.223-21, Foams (Jun 2016) (E.O. 13696).

___ (47) (i) 52.224-3, Privacy Training (Jan 2017) (5 U.S.C. 552a).

___ (ii) Alternate I (Jan 2017) of 52.224-3.

___ (48) 52.225-1, Buy American--Supplies (May 2014) (41 U.S.C. chapter 83).

___ (49) (i) 52.225-3, Buy American--Free Trade Agreements--Israeli Trade Act (May 2014) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).

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

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

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

___ (50) 52.225-5, Trade Agreements (Oct 2016) (19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).

___ (51) 52.225-13, Restrictions on Certain Foreign Purchases (Jun 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

___ (52) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

___ (53) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

___ (54) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

___ (55) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 4505), 10 U.S.C. 2307(f)).

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

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

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

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

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

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

___ (62) (i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631).

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

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

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

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

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

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

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

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

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

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

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

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

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

___ (12) 52.237-11, Accepting and Dispensing of \$1 Coin (Sep 2008) (31 U.S.C. 5112(p)(1)).

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

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

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

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

(e)

(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a

subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

- (i) 52.203-13, Contractor Code of Business Ethics and Conduct (Oct 2015) (41 U.S.C. 3509).
- (ii) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).
- (iii) 52.219-8, Utilization of Small Business Concerns (Nov 2016) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$700,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.
- (iv) 52.222-17, Nondisplacement of Qualified Workers (May 2014) (E.O. 13495). Flow down required in accordance with paragraph (1) of FAR clause 52.222-17.
- (v) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).
- (vi) 52.222-26, Equal Opportunity (Sep 2016) (E.O. 11246).
- (vii) 52.222-35, Equal Opportunity for Veterans (Oct 2015) (38 U.S.C. 4212).
- (viii) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C. 793).
- (ix) 52.222-37, Employment Reports on Veterans (Feb 2016) (38 U.S.C. 4212).
- (x) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.
- (xi) 52.222-41, Service Contract Labor Standards (May 2014), (41 U.S.C. chapter 67).
- (xii) (A) 52.222-50, Combating Trafficking in Persons (Mar 2015) (22 U.S.C. chapter 78 and E.O. 13627).
(B) Alternate I (Mar 2015) of 52.222-50 (22 U.S.C. chapter 78 E.O. 13627).
- (xiii) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (May 2014) (41 U.S.C. chapter 67.)
- (xiv) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Requirements (May 2014) (41 U.S.C. chapter 67)
- (xv) 52.222-54, Employment Eligibility Verification (Oct 2015) (E. O. 12989).
- (xvi) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2015).

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

Note to paragraph (e)(1)(xvii): By a court order issued on October 24, 2016, 52.222-59 is enjoined indefinitely as of the date of the order. The enjoined paragraph will become effective immediately if the court terminates the injunction. At that time, DoD, GSA, and NASA will publish a document in the Federal Register advising the public of the termination of the injunction.

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

(xix) 52.222-62, Paid sick Leave Under Executive Order 13706 (JAN 2017) (E.O. 13706).

(xx) (A) 52.224-3, Privacy Training (Jan 2017) (5 U.S.C. 552a).

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

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

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

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

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

(End of Clause)

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

ATTACHMENT	TITLE	TOTAL PAGES
A	Wage Determination	11
B	Price Worksheet	2

SECTION E - SOLICITATION PROVISIONS

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

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

E.1.1 INSTRUCTIONS TO OFFERORS:

1. **Submitting your quote:** Submit your company's offer by responding to this RFQ via email to the Contracting Officer: Jenny Peters at Jennelyn.Peters@va.gov.
2. **Site Visit:** Site visit is **not** mandatory, but highly encouraged. The site visit is an opportunity for all interested parties to be fully cognizant of the requirements for VA San Diego Healthcare System. Offerors shall be responsible for any costs or travel expenses incurred related to the site visit.

The site visit will be held on Wednesday, September 6, 2017 from 10:00 AM to 11:00 AM PDT. This will be the **only** site visit provided by the Government. Interested parties must sign up in advance to attend the site visit by notifying the Contracting Officer via email at Jennelyn.Peters@va.gov no later than 3:00 PM PDT on Tuesday, September 5, 2017. The email must include the following:

- 2.1 Subject email: RFQ no.VA262-17-Q-1896 – Site Visit Request;
- 2.2 Company Name;
- 2.3 Point of Contact, phone number and email address; and
- 2.4 List of all attendees

Upon receipt of your email, further instructions regarding the site visit will be provided.

3. **Inquiry or questions:** All questions must be submitted and received by **5:00 PM PDT on Thursday, September 7, 2017** via email at Jennelyn.Peters@va.gov. Please reference the following in the subject line of the email: **VA262-17-Q-1896 – Trane Chiller and Controls Upgrade Installation**. Telephone inquiries will **not** be accepted.
4. **Submission deadline:** Offer is due on **Wednesday, September 13, 2017 at 1:00 PM PDT**. Submit your offer by responding to this RFQ via email to Jennelyn.Peters@va.gov. All attachments in response to this RFQ shall be in either Adobe or Microsoft Office Word format. **It is the offeror's responsibility to ensure all required documents are included and completed as required by this solicitation.** Offer(s) may be considered non-responsive if all requested information is not received by the specified due date.
5. **Socio-economic Group:** Offeror must be verified Service Disabled Veteran-Owned Small Business (SDVOSB) to participate in this solicitation and at the time of offer submission due date. The small business size standard that applies to this purchase is stated in Block 10 of the SF1449 of this RFQ, along with the North American Industry Classification System (NAICS) code on which it is based.
6. **Requirements for Submittal:** The following sub-sections are the requirements to be submitted by the offeror.
 - 6.1 Offeror must provide a cover sheet to include the following:
 - 6.1.1 Solicitation no.VA262-17-Q-1896
 - 6.1.2 Company's name, address, point-of-contact, phone number, email address
 - 6.1.3 DUNS number
 - 6.1.4 Proof of Vetbiz certification as a SDVOSB

6.2 Offeror must complete and provide each the following:

6.2.1 SF1449, block 30(a), 30(b) and 30(c).

6.2.2 Section B.1(1)(a) Contract Administration Data and subsection (5) Acknowledge of Amendments.

6.2.3 Table in section B.4(3)(b).

6.3.4 Amendments, if any, block 15A, 15B and 15C

7. Response to Evaluation Factors: Offerors should address in detail each of the following evaluation factors below.

7.1 Factor I - Price Offer: This factor shall be used to assess the fairness and reasonableness of the offeror's price offer.

For this factor:

Offeror must provide price offer by completing the Price Worksheet in Attachment B.

7.2 Factor II - Key Personnel: This factor shall be used to assess the offeror's ability to provide qualified and experienced personnel in the performance of the resulting contract.

For this factor:

Offeror must provide a narrative summary (not a resume) in no more than four (4) pages describing the experience and qualifications including copies of valid licenses and certifications relevant to the requirements of this solicitation for all staff that will be assigned in the performance of the resulting contract.

7.3 Factor III - Technical Process and Sequencing Approach: This factor shall be used to assess the Offeror's proposed written plan that describe the technical process and sequencing approach in accordance with the requirements specified in the Statement of Work and ensures compliance with the Original Equipment Manufacturer (OEM) warranty and recommendation.

For this factor:

Offeror must provide a written plan in no more than four (4) pages which describes the upgrade installation process and sequencing approach to accomplish all requirements specified in this solicitation including, but not limited the following:

7.3.1 Acquisition of all Trane equipment, controls, parts and materials to be installed

7.3.2 Warranties

7.3.3 Installation

7.3.4 Supervision

7.4 Factor IV - Past Performance: Past performance will be used to assess the offeror's history of successful performance on prior contracts of the same or similar services.

For this factor:

7.4.1 Offeror must provide a narrative summary in no more than four (4) pages demonstrating at least a minimum of five (5) years of experience and technical knowledge in performing similar scope of work and magnitude as described in this solicitation. Offeror must also provide copies valid licenses and certifications relevant to the performance of the resulting contract.

7.4.2 Offeror must provide three (3) references of current or recently completed contracts (federal, state, local government or private companies) within the past five (5) years. Each reference

must include the contract number, contract amount, period of performance, and point-of-contact's name, telephone number, and email address. Offeror may also provide information on problems encountered on the identified contracts and the corrective action taken. The Contracting Officer may also consider other relevant past performance information obtained from other sources.

(End of Provision)
(End of Addendum to 52.212-1)

E.2 BASIS FOR AWARD

1. Award will be made to the responsible offeror whose offer conforming to the solicitation represents best value to the Government in accordance with Far Part 13.5.
2. **Evaluation Factors:**
 - 2.1 **Factor I – Price:** This factor shall be used to assess the offeror's price offer for fairness and reasonableness.
 - 2.3 **Factor II – Key Personnel:** This factor shall be used to assess the offeror's ability to provide qualified and experienced personnel in the performance of the resulting contract.
 - 2.4 **Factor III – Technical and Sequencing Approach:** This factor shall be used to assess the Offeror's proposed written plan that describe the technical process and sequencing approach in accordance with the requirements specified in the Statement of Work and ensures compliance with the Original Equipment Manufacturer (OEM) warranty and recommendation.
 - 2.5 **Factor IV – Past Performance:** This factor shall be used to assess the offeror's history of successful performance on prior contracts of the same or similar services.

(End of Provision)

ATTACHMENT A

WAGE DETERMINATION

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

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

Daniel W. Simms Division of
Director Wage Determinations

Wage Determination No.: 2015-5635
Revision No.: 6
Date Of Revision: 08/03/2017

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: California

Area: California County of San Diego

Fringe Benefits Required Follow the Occupational Listing		
OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		16.73
01012 - Accounting Clerk II		18.77
01013 - Accounting Clerk III		21.01
01020 - Administrative Assistant		28.33
01035 - Court Reporter		23.19
01041 - Customer Service Representative I		14.16
01042 - Customer Service Representative II		15.92
01043 - Customer Service Representative III		17.38
01051 - Data Entry Operator I		15.00
01052 - Data Entry Operator II		16.37
01060 - Dispatcher, Motor Vehicle		19.16
01070 - Document Preparation Clerk		17.13
01090 - Duplicating Machine Operator		17.13
01111 - General Clerk I		13.54
01112 - General Clerk II		15.34
01113 - General Clerk III		17.22
01120 - Housing Referral Assistant		20.69
01141 - Messenger Courier		14.48
01191 - Order Clerk I		16.34
01192 - Order Clerk II		17.84
01261 - Personnel Assistant (Employment) I		18.29
01262 - Personnel Assistant (Employment) II		20.67
01263 - Personnel Assistant (Employment) III		23.10
01270 - Production Control Clerk		24.21
01290 - Rental Clerk		16.09
01300 - Scheduler, Maintenance		17.28
01311 - Secretary I		17.28
01312 - Secretary II		18.56
01313 - Secretary III		20.69
01320 - Service Order Dispatcher		17.60
01410 - Supply Technician		28.33
01420 - Survey Worker		19.16
01460 - Switchboard Operator/Receptionist		15.13

01531 - Travel Clerk I	13.51
01532 - Travel Clerk II	14.76
01533 - Travel Clerk III	16.21
01611 - Word Processor I	16.07
01612 - Word Processor II	18.04
01613 - Word Processor III	20.18
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	22.28
05010 - Automotive Electrician	22.37
05040 - Automotive Glass Installer	21.55
05070 - Automotive Worker	21.55
05110 - Mobile Equipment Servicer	19.83
05130 - Motor Equipment Metal Mechanic	23.16
05160 - Motor Equipment Metal Worker	21.55
05190 - Motor Vehicle Mechanic	22.75
05220 - Motor Vehicle Mechanic Helper	18.60
05250 - Motor Vehicle Upholstery Worker	20.75
05280 - Motor Vehicle Wrecker	21.55
05310 - Painter, Automotive	22.79
05340 - Radiator Repair Specialist	21.55
05370 - Tire Repairer	15.52
05400 - Transmission Repair Specialist	23.16
07000 - Food Preparation And Service Occupations	
07010 - Baker	12.40
07041 - Cook I	14.07
07042 - Cook II	16.00
07070 - Dishwasher	10.09
07130 - Food Service Worker	11.05
07210 - Meat Cutter	15.71
07260 - Waiter/Waitress	10.68
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	19.94
09040 - Furniture Handler	14.32
09080 - Furniture Refinisher	19.94
09090 - Furniture Refinisher Helper	16.57
09110 - Furniture Repairer, Minor	18.49
09130 - Upholsterer	19.94
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	12.96
11060 - Elevator Operator	12.96
11090 - Gardener	17.18
11122 - Housekeeping Aide	12.96
11150 - Janitor	12.96
11210 - Laborer, Grounds Maintenance	13.92
11240 - Maid or Houseman	11.42
11260 - Pruner	13.45
11270 - Tractor Operator	15.12
11330 - Trail Maintenance Worker	13.92
11360 - Window Cleaner	14.20
12000 - Health Occupations	
12010 - Ambulance Driver	18.34
12011 - Breath Alcohol Technician	22.19
12012 - Certified Occupational Therapist Assistant	31.23
12015 - Certified Physical Therapist Assistant	32.56
12020 - Dental Assistant	19.60
12025 - Dental Hygienist	44.04
12030 - EKG Technician	30.14
12035 - Electroneurodiagnostic Technologist	30.14
12040 - Emergency Medical Technician	18.34
12071 - Licensed Practical Nurse I	20.96
12072 - Licensed Practical Nurse II	23.46

12073 - Licensed Practical Nurse III	26.15
12100 - Medical Assistant	17.21
12130 - Medical Laboratory Technician	21.24
12160 - Medical Record Clerk	18.00
12190 - Medical Record Technician	20.01
12195 - Medical Transcriptionist	22.72
12210 - Nuclear Medicine Technologist	41.02
12221 - Nursing Assistant I	11.77
12222 - Nursing Assistant II	13.23
12223 - Nursing Assistant III	14.44
12224 - Nursing Assistant IV	16.20
12235 - Optical Dispenser	21.24
12236 - Optical Technician	18.18
12250 - Pharmacy Technician	17.41
12280 - Phlebotomist	17.35
12305 - Radiologic Technologist	34.30
12311 - Registered Nurse I	29.75
12312 - Registered Nurse II	35.92
12313 - Registered Nurse II, Specialist	35.92
12314 - Registered Nurse III	42.67
12315 - Registered Nurse III, Anesthetist	42.67
12316 - Registered Nurse IV	51.14
12317 - Scheduler (Drug and Alcohol Testing)	27.01
12320 - Substance Abuse Treatment Counselor	18.62
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	20.91
13012 - Exhibits Specialist II	25.91
13013 - Exhibits Specialist III	31.68
13041 - Illustrator I	21.12
13042 - Illustrator II	26.16
13043 - Illustrator III	32.00
13047 - Librarian	32.43
13050 - Library Aide/Clerk	14.76
13054 - Library Information Technology Systems Administrator	29.27
13058 - Library Technician	20.85
13061 - Media Specialist I	21.12
13062 - Media Specialist II	23.64
13063 - Media Specialist III	26.35
13071 - Photographer I	16.33
13072 - Photographer II	18.44
13073 - Photographer III	22.63
13074 - Photographer IV	27.68
13075 - Photographer V	33.49
13090 - Technical Order Library Clerk	18.54
13110 - Video Teleconference Technician	17.71
14000 - Information Technology Occupations	
14041 - Computer Operator I	17.02
14042 - Computer Operator II	19.04
14043 - Computer Operator III	21.22
14044 - Computer Operator IV	23.58
14045 - Computer Operator V	26.11
14071 - Computer Programmer I	(see 1)
14072 - Computer Programmer II	(see 1)
14073 - Computer Programmer III	(see 1)
14074 - Computer Programmer IV	(see 1)
14101 - Computer Systems Analyst I	(see 1)
14102 - Computer Systems Analyst II	(see 1)
14103 - Computer Systems Analyst III	(see 1)
14150 - Peripheral Equipment Operator	17.02
14160 - Personal Computer Support Technician	23.58

14170 - System Support Specialist	33.91
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	30.57
15020 - Aircrew Training Devices Instructor (Rated)	36.98
15030 - Air Crew Training Devices Instructor (Pilot)	44.32
15050 - Computer Based Training Specialist / Instructor	30.57
15060 - Educational Technologist	34.95
15070 - Flight Instructor (Pilot)	44.32
15080 - Graphic Artist	23.93
15085 - Maintenance Test Pilot, Fixed, Jet/Prop	44.32
15086 - Maintenance Test Pilot, Rotary Wing	44.32
15088 - Non-Maintenance Test/Co-Pilot	44.32
15090 - Technical Instructor	27.52
15095 - Technical Instructor/Course Developer	33.68
15110 - Test Proctor	22.23
15120 - Tutor	22.23
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations	
16010 - Assembler	10.99
16030 - Counter Attendant	10.99
16040 - Dry Cleaner	13.51
16070 - Finisher, Flatwork, Machine	10.99
16090 - Presser, Hand	10.99
16110 - Presser, Machine, Drycleaning	10.99
16130 - Presser, Machine, Shirts	10.99
16160 - Presser, Machine, Wearing Apparel, Laundry	10.99
16190 - Sewing Machine Operator	14.38
16220 - Tailor	15.21
16250 - Washer, Machine	11.78
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	21.93
19040 - Tool And Die Maker	25.80
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	18.88
21030 - Material Coordinator	24.21
21040 - Material Expediter	24.21
21050 - Material Handling Laborer	13.07
21071 - Order Filler	15.33
21080 - Production Line Worker (Food Processing)	18.88
21110 - Shipping Packer	15.63
21130 - Shipping/Receiving Clerk	15.63
21140 - Store Worker I	13.30
21150 - Stock Clerk	17.47
21210 - Tools And Parts Attendant	18.88
21410 - Warehouse Specialist	18.88
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	31.08
23019 - Aircraft Logs and Records Technician	25.05
23021 - Aircraft Mechanic I	29.93
23022 - Aircraft Mechanic II	31.08
23023 - Aircraft Mechanic III	32.18
23040 - Aircraft Mechanic Helper	21.85
23050 - Aircraft, Painter	27.18
23060 - Aircraft Servicer	25.05
23070 - Aircraft Survival Flight Equipment Technician	27.18
23080 - Aircraft Worker	26.48
23091 - Aircrew Life Support Equipment (ALSE) Mechanic I	26.48
23092 - Aircrew Life Support Equipment (ALSE) Mechanic II	29.93
23110 - Appliance Mechanic	22.73
23120 - Bicycle Repairer	17.07

23125 - Cable Splicer	31.58
23130 - Carpenter, Maintenance	23.75
23140 - Carpet Layer	18.15
23160 - Electrician, Maintenance	27.92
23181 - Electronics Technician Maintenance I	26.81
23182 - Electronics Technician Maintenance II	28.45
23183 - Electronics Technician Maintenance III	30.07
23260 - Fabric Worker	24.32
23290 - Fire Alarm System Mechanic	23.50
23310 - Fire Extinguisher Repairer	22.78
23311 - Fuel Distribution System Mechanic	33.48
23312 - Fuel Distribution System Operator	25.84
23370 - General Maintenance Worker	19.20
23380 - Ground Support Equipment Mechanic	29.93
23381 - Ground Support Equipment Servicer	25.05
23382 - Ground Support Equipment Worker	26.48
23391 - Gunsmith I	22.78
23392 - Gunsmith II	25.90
23393 - Gunsmith III	29.05
23410 - Heating, Ventilation And Air-Conditioning Mechanic	27.57
23411 - Heating, Ventilation And Air Conditioning Mechanic (Research Facility)	28.63
23430 - Heavy Equipment Mechanic	28.70
23440 - Heavy Equipment Operator	29.77
23460 - Instrument Mechanic	28.24
23465 - Laboratory/Shelter Mechanic	27.49
23470 - Laborer	12.27
23510 - Locksmith	23.06
23530 - Machinery Maintenance Mechanic	27.13
23550 - Machinist, Maintenance	22.95
23580 - Maintenance Trades Helper	16.57
23591 - Metrology Technician I	28.24
23592 - Metrology Technician II	29.32
23593 - Metrology Technician III	30.36
23640 - Millwright	30.05
23710 - Office Appliance Repairer	21.74
23760 - Painter, Maintenance	21.93
23790 - Pipefitter, Maintenance	26.19
23810 - Plumber, Maintenance	24.77
23820 - Pneudraulic Systems Mechanic	29.05
23850 - Rigger	25.38
23870 - Scale Mechanic	25.44
23890 - Sheet-Metal Worker, Maintenance	27.63
23910 - Small Engine Mechanic	21.12
23931 - Telecommunications Mechanic I	28.77
23932 - Telecommunications Mechanic II	29.86
23950 - Telephone Lineman	31.59
23960 - Welder, Combination, Maintenance	23.95
23965 - Well Driller	28.10
23970 - Woodcraft Worker	29.05
23980 - Woodworker	22.51
24000 - Personal Needs Occupations	
24550 - Case Manager	17.12
24570 - Child Care Attendant	12.23
24580 - Child Care Center Clerk	19.94
24610 - Chore Aide	11.06
24620 - Family Readiness And Support Services Coordinator	17.12
24630 - Homemaker	20.77
25000 - Plant And System Operations Occupations	

25010 - Boiler Tender	32.69
25040 - Sewage Plant Operator	30.37
25070 - Stationary Engineer	32.69
25190 - Ventilation Equipment Tender	23.86
25210 - Water Treatment Plant Operator	30.37
27000 - Protective Service Occupations	
27004 - Alarm Monitor	27.39
27007 - Baggage Inspector	13.86
27008 - Corrections Officer	33.83
27010 - Court Security Officer	31.56
27030 - Detection Dog Handler	23.51
27040 - Detention Officer	33.83
27070 - Firefighter	29.28
27101 - Guard I	13.86
27102 - Guard II	23.51
27131 - Police Officer I	35.47
27132 - Police Officer II	39.41
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	15.20
28042 - Carnival Equipment Repairer	16.19
28043 - Carnival Worker	10.89
28210 - Gate Attendant/Gate Tender	15.62
28310 - Lifeguard	14.88
28350 - Park Attendant (Aide)	17.38
28510 - Recreation Aide/Health Facility Attendant	12.67
28515 - Recreation Specialist	21.52
28630 - Sports Official	13.84
28690 - Swimming Pool Operator	17.11
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	28.99
29020 - Hatch Tender	28.99
29030 - Line Handler	28.99
29041 - Stevedore I	27.21
29042 - Stevedore II	30.76
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	41.40
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	28.55
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	31.45
30021 - Archeological Technician I	20.59
30022 - Archeological Technician II	22.84
30023 - Archeological Technician III	28.30
30030 - Cartographic Technician	28.30
30040 - Civil Engineering Technician	28.48
30051 - Cryogenic Technician I	28.51
30052 - Cryogenic Technician II	31.49
30061 - Drafter/CAD Operator I	20.42
30062 - Drafter/CAD Operator II	22.84
30063 - Drafter/CAD Operator III	25.47
30064 - Drafter/CAD Operator IV	31.34
30081 - Engineering Technician I	18.88
30082 - Engineering Technician II	21.19
30083 - Engineering Technician III	23.70
30084 - Engineering Technician IV	29.36
30085 - Engineering Technician V	35.91
30086 - Engineering Technician VI	43.45
30090 - Environmental Technician	22.65
30095 - Evidence Control Specialist	25.73
30210 - Laboratory Technician	23.32
30221 - Latent Fingerprint Technician I	28.53
30222 - Latent Fingerprint Technician II	31.52
30240 - Mathematical Technician	27.79

30361 - Paralegal/Legal Assistant I	21.71
30362 - Paralegal/Legal Assistant II	26.91
30363 - Paralegal/Legal Assistant III	32.91
30364 - Paralegal/Legal Assistant IV	39.82
30375 - Petroleum Supply Specialist	31.49
30390 - Photo-Optics Technician	28.30
30395 - Radiation Control Technician	31.49
30461 - Technical Writer I	26.28
30462 - Technical Writer II	32.16
30463 - Technical Writer III	38.90
30491 - Unexploded Ordnance (UXO) Technician I	26.32
30492 - Unexploded Ordnance (UXO) Technician II	31.84
30493 - Unexploded Ordnance (UXO) Technician III	38.16
30494 - Unexploded (UXO) Safety Escort	26.32
30495 - Unexploded (UXO) Sweep Personnel	26.32
30501 - Weather Forecaster I	28.51
30502 - Weather Forecaster II	34.67
30620 - Weather Observer, Combined Upper Air Or Surface Programs	(see 2) 25.47
30621 - Weather Observer, Senior	(see 2) 28.30
31000 - Transportation/Mobile Equipment Operation Occupations	
31010 - Airplane Pilot	31.84
31020 - Bus Aide	14.37
31030 - Bus Driver	17.56
31043 - Driver Courier	13.59
31260 - Parking and Lot Attendant	11.08
31290 - Shuttle Bus Driver	14.66
31310 - Taxi Driver	12.33
31361 - Truckdriver, Light	14.66
31362 - Truckdriver, Medium	18.11
31363 - Truckdriver, Heavy	20.85
31364 - Truckdriver, Tractor-Trailer	20.85
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	15.52
99030 - Cashier	12.02
99050 - Desk Clerk	12.64
99095 - Embalmer	23.74
99130 - Flight Follower	26.32
99251 - Laboratory Animal Caretaker I	15.26
99252 - Laboratory Animal Caretaker II	16.01
99260 - Marketing Analyst	30.03
99310 - Mortician	24.43
99410 - Pest Controller	15.69
99510 - Photofinishing Worker	18.19
99710 - Recycling Laborer	21.82
99711 - Recycling Specialist	26.51
99730 - Refuse Collector	20.88
99810 - Sales Clerk	13.18
99820 - School Crossing Guard	13.85
99830 - Survey Party Chief	30.43
99831 - Surveying Aide	19.88
99832 - Surveying Technician	27.67
99840 - Vending Machine Attendant	14.19
99841 - Vending Machine Repairer	16.89
99842 - Vending Machine Repairer Helper	14.09

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors, applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year.

Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is the victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$4.41 per hour or \$176.40 per week or \$764.40 per month

HEALTH & WELFARE EO 13706: \$4.13 per hour, or \$165.20 per week, or \$715.87 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor, 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

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

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

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

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

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

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

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

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

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you

work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am.

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

**** HAZARDOUS PAY DIFFERENTIAL ****

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

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

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

**** UNIFORM ALLOWANCE ****

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

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

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

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

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

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination (See 29 CFR 4.6(b)(2)(i)). Such conforming procedures shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees (See 29 CFR 4.6(b)(2)(ii)). The Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be paid to all employees performing in the classification from the first day of work on which contract work is performed by them in the classification. Failure to pay such unlisted employees the compensation agreed upon by the interested parties and/or fully determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract. (See 29 CFR 4.6(b)(2)(v)). When multiple wage determinations are included in a contract, a separate SF-1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

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

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

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

ATTACHMENT B

PRICE WORKSHEET

LINE ITEM	DESCRIPTION OF ITEMS/SERVICES	QTY	UNIT	UNIT PRICE	TOTAL AMOUNT
1	Equipment, Parts and Materials				
2	Upgrade and Installation Services				
3	Other Costs				
GRAND TOTAL					\$