

ATTACHMENT 1

***Note: See detailed instructions to offerors in Section E.**

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

1. REQUISITION NO. PAGE 1 OF 26

2. CONTRACT NO. 3. AWARD/EFFECTIVE DATE 4. ORDER NO. 5. SOLICITATION NUMBER 6. SOLICITATION ISSUE DATE
VA262-17-Q-2068 10-06-2017

7. FOR SOLICITATION INFORMATION CALL: a. NAME Jennelyn Peters b. TELEPHONE NO. (No Collect Calls) 858-626-8768 8. OFFER DUE DATE/LOCAL TIME 10-18-2017 01:00 PM PDT

9. ISSUED BY CODE 00262 Department of Veterans Affairs Network Contracting Office 22 4811 Airport Plaza Drive Suite 600 Long Beach CA 90815
10. THIS ACQUISITION IS UNRESTRICTED OR SET ASIDE: 100 % FOR:
 SMALL BUSINESS WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM NAICS: 221310
 HUBZONE SMALL BUSINESS EDWOSB SIZE STANDARD: \$15 Million
 SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS 8(A)

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 Department of Veterans Affairs Loma Linda Healthcare System 11201 Benton Street Loma Linda CA 92354
16. ADMINISTERED BY CODE 00262 Department of Veterans Affairs Network Contracting Office 22 4811 Airport Plaza Drive Suite 600 Long Beach CA 90815

17a. CONTRACTOR/OFFEROR CODE FACILITY CODE 18a. PAYMENT WILL BE MADE BY CODE
Department of Veterans Affairs Financial Services Center P.O. Box 149971 Austin TX 78714-9971
PHONE: 1-877-353-9791 FAX:

TELEPHONE NO. DUNS: DUNS+4: 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER 18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED SEE ADDENDUM

19. ITEM NO.	20. See CONTINUATION Page SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	COMPREHENSIVE SOLID WATER TREATMENT SERVICES IN ACCORDANCE WITH THE STATEMENT OF WORK IN SECTION B.3 SPECIFIED HEREIN. (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 1 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:** 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 Monthly

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

- Tungsten e-Invoice Setup Information: 1-877-489-6135
- Tungsten e-Invoice email: VA.Registration@Tungsten-Network.com
- 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 Comprehensive Solid Water Treatment Services at VA Loma Linda Healthcare System (VALLHS). In accordance with (IAW) the Statement of Work (SOW) described in Section B.3, the contractor shall provide all qualified personnel, labor, equipment, supplies, parts, tools, materials, shipping, transportation, supervision and all resources necessary to accomplish the requirements as set forth herein.

CLIN	DESCRIPTION OF SERVICES	QTY	UNIT	UNIT PRICE	TOTAL AMOUNT
0001	Base Period: 11/15/2017 – 11/14/2018 Comprehensive Solid Water Treatment Services	12	MOS	\$_____	\$_____
1001	Option Year I: 11/15/2018 – 11/14/2019 Comprehensive Solid Water Treatment Services	12	MOS	\$_____	\$_____
2001	Option Year II: 11/15/2019 – 11/14/2020 Comprehensive Solid Water Treatment Services	12	MOS	\$_____	\$_____
3001	Option Year III: 11/15/2020 – 11/14/2021 Comprehensive Solid Water Treatment Services	12	MOS	\$_____	\$_____
4001	Option Year IV: 11/15/2021 – 11/14/2022 Comprehensive Solid Water Treatment Services	12	MOS	\$_____	\$_____
GRAND TOTAL					\$

- 2. OPTION TO EXTEND SERVICES:** In accordance with FAR 52.217-8, Option to Extend Services, the contract 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:** VA Loma Linda Healthcare System, Facility Management Service (FMS) has a requirement to upgrade from liquid to solid water treatment chemistry because of the significant environmental, handling and storage advantages. Water treatment chemicals shall be in solid form to contribute to carbon footprint reduction; significantly reduce space and weight for shipping, handling and storing; mitigate risk of injury compared to handling 120- to 500-pound drums of liquid; eliminate the risk of spills and leaks posed by hazardous liquids; eliminate the need for any containment; and save water and labor by eliminating the EPA requirement to triple-rinse empty liquid chemical drums.
2. **SCOPE OF WORK:** The contractor shall furnish all qualified personnel, labor, supplies, parts, tools, equipment, transportation, supervision and other non-personal services necessary to provide professional water treatment services that include: inspection, chemical analysis, testing, treatment, and the use of solid blend technologies providing "green" solid water treatment chemicals and test kits, associated with scale, corrosion, fouling and microbiological growth. This also includes all work associated with new dissolver dispensing systems, controls and chemical pumps needed in accordance with the manufactures flow rate, along with any and all maintenance and related services for the systems, controls and pumps that **will remain under the ownership of the contractor**. A factory representative from APTech or Endursolv needs to verify in writing that the selected water treatment contractor has installed the dispensing systems, controls and pumps in accordance with the industry standard and are appropriate to the product being dispensed.

The contractor must provide knowledgeable service personnel, monitor program results, make appropriate recommendations with quantifiable justifications, train technical personnel on the implementation & control of the program, and provide a written Haz-Com Plan applicable to the new OSHA standard that aligned with the Globally Harmonized System of Classification (GHS).

3. **TYPE OF CONTRACT:** Firm-Fixed Price
4. **PERIOD OF PERFORMANCE:** November 15, 2017 – November 14, 2018 with four (4) one-year options.
5. **PLACE OF PERFORMANCE:** VA Loma Linda Healthcare System, 11201 Benton Street, Loma Linda, CA 92354
6. **LIST OF GOVERNMENT-OWNED EQUIPMENT:**

Equipment	Model Number	Serial No.
York Chiller# 1	YKM2MRH9-CWGS	5DDM-537130
York Chiller# 2	YKM2MRH9-CWGS	SNDM-700130
York Chiller# 3	YKM2MRH9-CWG5	5DDM-537130
York Chiller# 4	YKPK4H9-CX6	5MWM-782220
Cleaver Brooks Steam Boiler# 1	CBLE-200-400-200ST	T2194-1-2
Cleaver Brooks Steam Boiler# 2	CBLE-200-400-200ST	T2194-1-3
Cleaver Brooks Steam Boiler# 3	CBLE-200-400-200ST	T2194-1-1

7. **CONTRACTOR REQUIREMENTS:** This section shall set forth specific requirements and responsibilities to be performed by the contractor.

- 7.2 Monthly service visits for chemical treatment inspection.
- 7.2 Must have service vehicles specifically for water treatment service and shall be stocked with parts needed for the dissolvers, controllers and pumps to repair and replace equipment as needed.
- 7.3 Must be available 24/7 and must be onsite within 24 hours after the initial call from the VA Physical Plant Operator.
- 7.4 Perform chemical testing and control for corrosion scaling and foul.
- 7.5 Inspect and verify that existing chemical pumps are sized to provide a minimum delivery rate of two (2) gallons per hour or as recommended by the solid chemical manufacturer.
- 7.6 On a semi-annual basis, the contractor shall clean the cooling tower consisting of removal of dirt and organic growths (algae and slime) by physical and chemical means. The use of adequate detergents and disinfectants should be applied to the cooling tower and circulated for approximately 24 hours before being drained, flushed and refilled then tested.
- 7.7 Perform chemical pump maintenance and calibration of conductivity controller.
- 7.8 Provide required test kits for facility HVAC technicians to perform their bi-weekly biological testing and solid water treatment chemical amounts to properly dose cooling towers', boilers' and closed loop systems' water for corrosion, scaling and biological fouling.
- 7.9 Conduct corrosion control and monitoring of hot water, HW Loops Boiler Systems and cooling tower condenser water loop systems at all facilities, during the heat/cooling season; corrosion shall be maintained at less than 2 millimeter mil/yr. for steel, 3 mil/yr., zinc and 0.2 mil/yr., for yellow metals.
- 7.10 All cooling water systems shall be equipped with corrosion coupons and these coupons shall be sent in for analysis on a regular quarterly basis. Most coupon racks allow for exposure of coupons representing the different alloys in the system. After a prescribed period of exposure, coupons are removed and fresh coupons inserted in their place. A regular rotation of coupons produces a continuous record of the system condition.
- 7.11 Conduct annual testing for Legionella Bacteria for each cooling tower condenser water loop system. Testing must be performed by a certified Center for Disease Control "CDC Elite" laboratory. In the event of a positive report of > 100 colony forming unit (CFU)/milliliter (ml) legionella bacteria, the contractor shall clean system(s) using protocol established by American Society of Heating, Refrigeration and Air Conditioning Engineers, (ASHRAE) Guideline 12 and Association of Water Technologies (AWT) "Legionella, 2003) and re-test until a negative report is obtained. In the event of a positive report of > 1,000 CFU/ml legionella, contractor shall follow protocol established by ASHRAE Guideline 12 and AWT "Legionella, 2003), and re-test until a negative report is obtained.
- 7.12 **Cooling Tower**
 - 7.12.1 Provide onsite training for relevant Physical Plant personnel to explain and demonstrate application processes. Training must include review of the Safety Data Sheet SDS for each chemical used; safe use of equipment to be used with each chemical and the mixing and handling of chemicals.

- 7.12.2 Readiness for quick response on emergency situations.
- 7.12.3 Must provide all appropriate chemicals to be used in all closed and open loop systems to maintain proper levels. Solid form water treatment chemicals shall be APtech Group, Inc. EnduroSolv brand or approved equal brand.

7.13 Compliance Requirements

- 7.13.1 Biocides must be registered with the Federal & State agencies responsible for their regulation. Biocides will have the appropriate drum labels indicating that they are registered for intended use. Should the biocide or other solid treatment fail to dissolve in the prescribed manner, it is the sole responsibility of the contractor and supplier to rectify, after consultation with FMS Management and Engineers on best alternatives.
- 7.13.2 Labels must show approved label dosages for the registered use. All chemicals must have proper DOT shipping and identification on each of them.
- 7.13.3 Chemicals used in the steam boiler system must be registered with NSF. **The use of hydrazine, chromate and sodium hypo-chloride are prohibited.**
- 7.13.4 Must maintain an appropriate inventory of solid water treatment at each location; as well as delivering, handling and dispersing of chemical products.
- 7.13.5 All chemicals shall be delivered via commercial cartage. The contractor shall retain ownership and recycling of empty canisters in accordance with the applicable guideline. Contractor shall supply and maintain onsite all Personal Protective Equipment, PPE required in accordance with Occupational, Safety and Health Administration (OSHA) regulations.
- 7.13.6 Contractor is responsible to ensure OSHA compliant storage practices at all chemical treatment sites.

7.14 Reporting and Scheduling

- 7.14.1 SDS sheets must be provided to Plant Operators for each chemical used, at each location.
- 7.14.2 Submit a written monthly report on its activities to the Contracting Officer Representative (COR), FMS Management, Engineer or Assigned Representative. Reports shall be submitted in electronic format via email no more than three (3) days after the service is performed.
- 7.14.3 Reports should include operator chemical control sheet for each system.
- 7.14.4 Unless it is an urgent situation, the contractor must schedule the PM with the appropriate Plant Supervisor or his/her representative.
- 7.14.5 Must maintain an updated on-site log to reflect the current water chemistry condition to be used by both the contractor and onsite personnel for recording test results and conditions.

- 7.14.6** Water treatment standards must be in compliance with the National Fire Protection Association (NFPA) 214, Center for Disease Control (CDC), ASHRAE Guideline 12-2000, National Association of Corrosion Engineers (NACE), and any other applicable guidelines or regulatory agencies.

7.15 Qualifications and Competency

- 7.15.1** The contractor must have a minimum three (3) years of experience utilizing the solid water treatment technology and have a Certified Water Technologist (CWT) on staff. In addition, the contractor must be a member in good standing with the Association of Water Technologists.

- 8 CHANGES:** The contractor is advised that only the Contracting Officer, acting within the scope of the contract has the authority to make changes which may affect the contract terms and conditions, quality, quantity, price, and/or delivery. The contractor must 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 52.217-9 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 45 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 five (5) years.

(End of Clause)

C.1.3 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

- 52.223-6 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.1.4 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.1.5 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.1.6 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.1.7 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)).
- (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)).
- (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).
- (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).
- (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).
- (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)
- (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).
- (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

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. **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 Loma Linda Healthcare System (VALLHS). Offerors shall be responsible and shall not be reimbursed by the Government for any costs or travel expenses incurred related to the site visit.

The site visit will be held on Thursday, October 12, 2017 from 11:00 AM to 12:00 PM 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: Jenny Peters via email at Jennelyn.Peters@va.gov no later than 1:00 PM PDT on Wednesday, October 12, 2017. The email must include the following:

- 1.1 Subject email: RFQ no.VA262-17-Q-2068 – Site Visit Request;
- 1.2 Company Name;
- 1.3 Point of Contact, phone number and email address; and
- 1.4 List of all attendees

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

2. **Inquiry or questions:** All questions must be submitted and received by **2:00 PM PDT on Friday, October 13, 2017** via email at Jennelyn.Peters@va.gov. Please reference the following in the subject line of the email: **VA262-17-Q-2068 – Comprehensive Water Treatment Services**. Telephone inquiries will **not** be accepted.
3. **Submission deadline:** Offer is due on **Wednesday, October 18, 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. Offeror is advised that the Government may be unable to receive other types of electronic files (e.g. compressed or zip files) or files more than ten (10) megabytes (MB). **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 or incomplete if all requested information is not received by the specified due date.
4. **Socio-economic Group:** Offeror must be verified Service Disabled Veteran-Owned Small Business (SDVOSB) at the time of offer submission due date. The small business size standard that applies to this acquisition 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.
5. **Requirements for Submittal:** The following sub-sections are requirements to be submitted by the offeror.
 - 5.1 Provide a cover sheet to include the following:
 - 5.1.1 Solicitation no.VA262-17-Q-2068
 - 5.1.2 Company's name, address, point-of-contact, phone number, email address
 - 5.1.3 DUNS number
 - 5.1.4 Proof of Vetbiz certification as a SDVOSB

- 5.2** Provide by completing each the following:
- 5.2.1** Page 1 - SF 1449, block 30(a), 30(b) and 30(c).
 - 5.2.2** Page 3 - Section B.1(1)(a) Contract Administration Data and subsection (5) Acknowledgement of Amendments.
 - 5.2.3** Page 9 - Table in section B.4(3)(b).
 - 5.2.4** Amendments – SF 30, if any, block 15A, 15B and 15C.
- 5.3** Provide price offer by completing the table in Section B.2(1) on page 4.
- 5.4 Special Standard of Responsibility – Special Certification as Certified Water Technologist.** This special standard of responsibility will be used to assess the offeror’s special certification. The offeror shall provide evidence of special certification as Certified Water Technologist to perform water treatment services. Specifically, the offeror shall provide a copy of the certification as Certified Water Technologist.
- 5.5 Special Standard of Responsibility – Specialized Experience with minimum three (3) years of experience utilizing solid water treatment technology.** This special standard of responsibility will be used to assess the offeror’s specialized experience utilizing solid water treatment technology. The offeror shall provide evidence of specialized experience with minimum three (3) years of experience utilizing solid water treatment technology. Specifically, the offeror shall provide a narrative summary in no more than four (4) pages demonstrating at least a minimum of three (3) years of experience utilizing solid water treatment technology and technical knowledge in performing similar scope of work and magnitude as described in this solicitation.
- 5.6** Provide three (3) references of successful performance on current or previous contracts (federal, state, local government or private companies) **performed by the prime contractor** within the past three (3) 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

- 1.1** Award will be made to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government. Price is the only factor that will be used to evaluate offers. Award will be made to the lowest-priced offer that is determined to be reasonable. After making selection of the lowest price offeror, the Contracting Officer will determine if the selected offeror is responsible. In addition to the General Standards of Responsibility found in FAR 9.104-1, and in accordance with FAR 9.104-2, the following Special Standard of Responsibilities apply to this procurement:

- 1.1.1** Special Certification as Certified Water Technologist
- 1.1.2** Specialized Experienced with minimum three (3) of experience utilizing solid water technology.

Those offerors who fail to meet the Special Standard of Responsibility will not be eligible to receive a contract award.

ATTACHMENT A
WAGE DETERMINATION

WD 15-5629 (Rev.-5) was first posted on www.wdol.gov on 08/01/2017

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

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

Daniel W. Simms Division of
Director Wage Determinations

Wage Determination No.: 2015-5629
Revision No.: 5
Date Of Revision: 07/25/2017

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 Counties of Riverside, San Bernardino

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

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		15.83
01012 - Accounting Clerk II		17.77
01013 - Accounting Clerk III		20.27
01020 - Administrative Assistant		28.08
01035 - Court Reporter		24.11
01041 - Customer Service Representative I		13.45
01042 - Customer Service Representative II		15.12
01043 - Customer Service Representative III		16.49
01051 - Data Entry Operator I		13.43
01052 - Data Entry Operator II		14.65
01060 - Dispatcher, Motor Vehicle		22.41
01070 - Document Preparation Clerk		15.30
01090 - Duplicating Machine Operator		15.34
01111 - General Clerk I		13.01
01112 - General Clerk II		14.92
01113 - General Clerk III		17.43
01120 - Housing Referral Assistant		21.90
01141 - Messenger Courier		13.34
01191 - Order Clerk I		16.98
01192 - Order Clerk II		18.53
01261 - Personnel Assistant (Employment) I		18.07
01262 - Personnel Assistant (Employment) II		20.20
01263 - Personnel Assistant (Employment) III		22.53
01270 - Production Control Clerk		23.51
01290 - Rental Clerk		16.61
01300 - Scheduler, Maintenance		17.39
01311 - Secretary I		17.39
01312 - Secretary II		19.45
01313 - Secretary III		21.90
01320 - Service Order Dispatcher		19.54
01410 - Supply Technician		28.08
01420 - Survey Worker		19.93

01460 - Switchboard Operator/Receptionist	14.51
01531 - Travel Clerk I	13.19
01532 - Travel Clerk II	13.98
01533 - Travel Clerk III	14.85
01611 - Word Processor I	16.09
01612 - Word Processor II	18.06
01613 - Word Processor III	20.20
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	22.65
05010 - Automotive Electrician	24.40
05040 - Automotive Glass Installer	22.92
05070 - Automotive Worker	22.92
05110 - Mobile Equipment Servicer	21.08
05130 - Motor Equipment Metal Mechanic	23.56
05160 - Motor Equipment Metal Worker	22.92
05190 - Motor Vehicle Mechanic	23.56
05220 - Motor Vehicle Mechanic Helper	20.22
05250 - Motor Vehicle Upholstery Worker	22.44
05280 - Motor Vehicle Wrecker	22.92
05310 - Painter, Automotive	24.40
05340 - Radiator Repair Specialist	22.92
05370 - Tire Repairer	13.98
05400 - Transmission Repair Specialist	23.56
07000 - Food Preparation And Service Occupations	
07010 - Baker	14.36
07041 - Cook I	14.47
07042 - Cook II	16.94
07070 - Dishwasher	10.29
07130 - Food Service Worker	11.20
07210 - Meat Cutter	17.59
07260 - Waiter/Waitress	11.22
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	19.84
09040 - Furniture Handler	12.46
09080 - Furniture Refinisher	18.16
09090 - Furniture Refinisher Helper	14.86
09110 - Furniture Repairer, Minor	17.40
09130 - Upholsterer	18.16
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	11.76
11060 - Elevator Operator	12.94
11090 - Gardener	19.21
11122 - Housekeeping Aide	14.04
11150 - Janitor	14.04
11210 - Laborer, Grounds Maintenance	14.40
11240 - Maid or Houseman	11.32
11260 - Pruner	13.27
11270 - Tractor Operator	18.21
11330 - Trail Maintenance Worker	14.40
11360 - Window Cleaner	16.17
12000 - Health Occupations	
12010 - Ambulance Driver	17.85
12011 - Breath Alcohol Technician	17.85
12012 - Certified Occupational Therapist Assistant	32.51
12015 - Certified Physical Therapist Assistant	30.58
12020 - Dental Assistant	17.27
12025 - Dental Hygienist	45.16
12030 - EKG Technician	27.58
12035 - Electroneurodiagnostic Technologist	27.58
12040 - Emergency Medical Technician	17.85
12071 - Licensed Practical Nurse I	18.94
12072 - Licensed Practical Nurse II	21.18
12073 - Licensed Practical Nurse III	23.72

12100 - Medical Assistant	14.26
12130 - Medical Laboratory Technician	20.05
12160 - Medical Record Clerk	18.32
12190 - Medical Record Technician	20.49
12195 - Medical Transcriptionist	21.88
12210 - Nuclear Medicine Technologist	47.96
12221 - Nursing Assistant I	12.33
12222 - Nursing Assistant II	13.87
12223 - Nursing Assistant III	15.13
12224 - Nursing Assistant IV	16.97
12235 - Optical Dispenser	16.88
12236 - Optical Technician	18.00
12250 - Pharmacy Technician	17.83
12280 - Phlebotomist	16.97
12305 - Radiologic Technologist	30.54
12311 - Registered Nurse I	31.47
12312 - Registered Nurse II	38.49
12313 - Registered Nurse II, Specialist	38.49
12314 - Registered Nurse III	48.20
12315 - Registered Nurse III, Anesthetist	48.20
12316 - Registered Nurse IV	57.77
12317 - Scheduler (Drug and Alcohol Testing)	25.31
12320 - Substance Abuse Treatment Counselor	25.31
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	21.72
13012 - Exhibits Specialist II	26.91
13013 - Exhibits Specialist III	35.57
13041 - Illustrator I	26.08
13042 - Illustrator II	32.31
13043 - Illustrator III	39.52
13047 - Librarian	29.81
13050 - Library Aide/Clerk	16.49
13054 - Library Information Technology Systems Administrator	26.91
13058 - Library Technician	22.40
13061 - Media Specialist I	19.42
13062 - Media Specialist II	21.72
13063 - Media Specialist III	24.22
13071 - Photographer I	16.93
13072 - Photographer II	18.94
13073 - Photographer III	24.13
13074 - Photographer IV	32.91
13075 - Photographer V	39.80
13090 - Technical Order Library Clerk	15.42
13110 - Video Teleconference Technician	18.25
14000 - Information Technology Occupations	
14041 - Computer Operator I	17.82
14042 - Computer Operator II	19.93
14043 - Computer Operator III	22.89
14044 - Computer Operator IV	25.73
14045 - Computer Operator V	28.50
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	17.82
14160 - Personal Computer Support Technician	25.73
14170 - System Support Specialist	30.46
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	34.73

15020 - Aircrew Training Devices Instructor (Rated)	42.03
15030 - Air Crew Training Devices Instructor (Pilot)	50.37
15050 - Computer Based Training Specialist / Instructor	34.73
15060 - Educational Technologist	43.97
15070 - Flight Instructor (Pilot)	50.37
15080 - Graphic Artist	22.59
15085 - Maintenance Test Pilot, Fixed, Jet/Prop	44.88
15086 - Maintenance Test Pilot, Rotary Wing	44.88
15088 - Non-Maintenance Test/Co-Pilot	44.88
15090 - Technical Instructor	22.82
15095 - Technical Instructor/Course Developer	27.91
15110 - Test Proctor	18.42
15120 - Tutor	18.42
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations	
16010 - Assembler	10.95
16030 - Counter Attendant	10.95
16040 - Dry Cleaner	13.21
16070 - Finisher, Flatwork, Machine	10.95
16090 - Presser, Hand	10.95
16110 - Presser, Machine, Drycleaning	10.95
16130 - Presser, Machine, Shirts	10.95
16160 - Presser, Machine, Wearing Apparel, Laundry	10.95
16190 - Sewing Machine Operator	14.17
16220 - Tailor	15.14
16250 - Washer, Machine	11.78
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	20.24
19040 - Tool And Die Maker	24.16
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	15.02
21030 - Material Coordinator	22.14
21040 - Material Expediter	22.14
21050 - Material Handling Laborer	16.24
21071 - Order Filler	14.17
21080 - Production Line Worker (Food Processing)	15.02
21110 - Shipping Packer	15.08
21130 - Shipping/Receiving Clerk	15.08
21140 - Store Worker I	11.72
21150 - Stock Clerk	16.88
21210 - Tools And Parts Attendant	15.02
21410 - Warehouse Specialist	15.02
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	33.22
23019 - Aircraft Logs and Records Technician	25.96
23021 - Aircraft Mechanic I	30.55
23022 - Aircraft Mechanic II	33.22
23023 - Aircraft Mechanic III	34.49
23040 - Aircraft Mechanic Helper	21.76
23050 - Aircraft, Painter	29.04
23060 - Aircraft Servicer	25.96
23070 - Aircraft Survival Flight Equipment Technician	29.04
23080 - Aircraft Worker	27.46
23091 - Aircrew Life Support Equipment (ALSE) Mechanic I	27.46
23092 - Aircrew Life Support Equipment (ALSE) Mechanic II	30.55
23110 - Appliance Mechanic	22.13
23120 - Bicycle Repairer	13.98
23125 - Cable Splicer	35.29
23130 - Carpenter, Maintenance	27.67
23140 - Carpet Layer	25.72
23160 - Electrician, Maintenance	29.81
23181 - Electronics Technician Maintenance I	28.04

23182 - Electronics Technician Maintenance II	30.18
23183 - Electronics Technician Maintenance III	30.97
23260 - Fabric Worker	21.45
23290 - Fire Alarm System Mechanic	23.19
23310 - Fire Extinguisher Repairer	22.39
23311 - Fuel Distribution System Mechanic	32.09
23312 - Fuel Distribution System Operator	25.39
23370 - General Maintenance Worker	21.13
23380 - Ground Support Equipment Mechanic	30.55
23381 - Ground Support Equipment Servicer	25.96
23382 - Ground Support Equipment Worker	27.46
23391 - Gunsmith I	22.39
23392 - Gunsmith II	26.33
23393 - Gunsmith III	27.10
23410 - Heating, Ventilation And Air-Conditioning Mechanic	24.62
23411 - Heating, Ventilation And Air Contidioning Mechanic (Research Facility)	28.42
23430 - Heavy Equipment Mechanic	26.93
23440 - Heavy Equipment Operator	29.68
23460 - Instrument Mechanic	28.63
23465 - Laboratory/Shelter Mechanic	28.19
23470 - Laborer	12.83
23510 - Locksmith	24.00
23530 - Machinery Maintenance Mechanic	27.12
23550 - Machinist, Maintenance	24.78
23580 - Maintenance Trades Helper	13.87
23591 - Metrology Technician I	28.63
23592 - Metrology Technician II	32.07
23593 - Metrology Technician III	33.29
23640 - Millwright	22.51
23710 - Office Appliance Repairer	20.06
23760 - Painter, Maintenance	21.05
23790 - Pipefitter, Maintenance	25.18
23810 - Plumber, Maintenance	23.72
23820 - Pneudraulic Systems Mechanic	27.10
23850 - Rigger	27.10
23870 - Scale Mechanic	26.33
23890 - Sheet-Metal Worker, Maintenance	25.15
23910 - Small Engine Mechanic	17.79
23931 - Telecommunications Mechanic I	26.92
23932 - Telecommunications Mechanic II	31.30
23950 - Telephone Lineman	25.88
23960 - Welder, Combination, Maintenance	19.51
23965 - Well Driller	34.09
23970 - Woodcraft Worker	27.10
23980 - Woodworker	20.52
24000 - Personal Needs Occupations	
24550 - Case Manager	15.94
24570 - Child Care Attendant	13.05
24580 - Child Care Center Clerk	16.40
24610 - Chore Aide	10.73
24620 - Family Readiness And Support Services Coordinator	15.94
24630 - Homemaker	17.77
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	30.59
25040 - Sewage Plant Operator	30.54
25070 - Stationary Engineer	30.59
25190 - Ventilation Equipment Tender	21.88
25210 - Water Treatment Plant Operator	30.54
27000 - Protective Service Occupations	
27004 - Alarm Monitor	23.36

27007	- Baggage Inspector	13.15
27008	- Corrections Officer	37.52
27010	- Court Security Officer	33.62
27030	- Detection Dog Handler	15.95
27040	- Detention Officer	37.52
27070	- Firefighter	28.64
27101	- Guard I	13.15
27102	- Guard II	15.95
27131	- Police Officer I	39.94
27132	- Police Officer II	44.38
28000	- Recreation Occupations	
28041	- Carnival Equipment Operator	14.09
28042	- Carnival Equipment Repairer	15.46
28043	- Carnival Worker	10.43
28210	- Gate Attendant/Gate Tender	14.46
28310	- Lifeguard	12.86
28350	- Park Attendant (Aide)	16.18
28510	- Recreation Aide/Health Facility Attendant	11.81
28515	- Recreation Specialist	19.86
28630	- Sports Official	12.86
28690	- Swimming Pool Operator	19.24
29000	- Stevedoring/Longshoremen Occupational Services	
29010	- Blocker And Bracer	25.51
29020	- Hatch Tender	25.51
29030	- Line Handler	25.51
29041	- Stevedore I	23.70
29042	- Stevedore II	27.33
30000	- Technical Occupations	
30010	- Air Traffic Control Specialist, Center (HFO) (see 2)	42.27
30011	- Air Traffic Control Specialist, Station (HFO) (see 2)	29.15
30012	- Air Traffic Control Specialist, Terminal (HFO) (see 2)	32.11
30021	- Archeological Technician I	24.64
30022	- Archeological Technician II	27.72
30023	- Archeological Technician III	34.21
30030	- Cartographic Technician	34.35
30040	- Civil Engineering Technician	30.51
30051	- Cryogenic Technician I	29.49
30052	- Cryogenic Technician II	31.97
30061	- Drafter/CAD Operator I	24.64
30062	- Drafter/CAD Operator II	27.72
30063	- Drafter/CAD Operator III	30.79
30064	- Drafter/CAD Operator IV	37.88
30081	- Engineering Technician I	19.68
30082	- Engineering Technician II	22.09
30083	- Engineering Technician III	24.70
30084	- Engineering Technician IV	30.60
30085	- Engineering Technician V	37.43
30086	- Engineering Technician VI	45.29
30090	- Environmental Technician	26.89
30095	- Evidence Control Specialist	26.14
30210	- Laboratory Technician	23.13
30221	- Latent Fingerprint Technician I	27.24
30222	- Latent Fingerprint Technician II	30.08
30240	- Mathematical Technician	33.92
30361	- Paralegal/Legal Assistant I	21.25
30362	- Paralegal/Legal Assistant II	26.32
30363	- Paralegal/Legal Assistant III	32.20
30364	- Paralegal/Legal Assistant IV	38.69
30375	- Petroleum Supply Specialist	31.97
30390	- Photo-Optics Technician	33.63
30395	- Radiation Control Technician	31.97
30461	- Technical Writer I	24.26
30462	- Technical Writer II	29.67

30463 - Technical Writer III	35.91
30491 - Unexploded Ordnance (UXO) Technician I	26.87
30492 - Unexploded Ordnance (UXO) Technician II	32.51
30493 - Unexploded Ordnance (UXO) Technician III	38.96
30494 - Unexploded (UXO) Safety Escort	26.87
30495 - Unexploded (UXO) Sweep Personnel	26.87
30501 - Weather Forecaster I	29.49
30502 - Weather Forecaster II	35.20
30620 - Weather Observer, Combined Upper Air Or	(see 2) 30.79
Surface Programs	
30621 - Weather Observer, Senior	(see 2) 32.23
31000 - Transportation/Mobile Equipment Operation Occupations	
31010 - Airplane Pilot	32.51
31020 - Bus Aide	13.88
31030 - Bus Driver	20.57
31043 - Driver Courier	15.40
31260 - Parking and Lot Attendant	10.20
31290 - Shuttle Bus Driver	16.90
31310 - Taxi Driver	11.90
31361 - Truckdriver, Light	16.90
31362 - Truckdriver, Medium	21.82
31363 - Truckdriver, Heavy	22.51
31364 - Truckdriver, Tractor-Trailer	22.51
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	15.85
99030 - Cashier	12.13
99050 - Desk Clerk	12.27
99095 - Embalmer	26.65
99130 - Flight Follower	26.87
99251 - Laboratory Animal Caretaker I	14.00
99252 - Laboratory Animal Caretaker II	15.19
99260 - Marketing Analyst	26.41
99310 - Mortician	30.87
99410 - Pest Controller	16.58
99510 - Photofinishing Worker	15.19
99710 - Recycling Laborer	25.03
99711 - Recycling Specialist	31.13
99730 - Refuse Collector	21.74
99810 - Sales Clerk	17.13
99820 - School Crossing Guard	11.21
99830 - Survey Party Chief	39.32
99831 - Surveying Aide	20.78
99832 - Surveying Technician	28.42
99840 - Vending Machine Attendant	14.42
99841 - Vending Machine Repairer	18.52
99842 - Vending Machine Repairer Helper	14.42

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)).