

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

1. REQUISITION NO.
537-20-1-6960-0001

PAGE 1 OF 36

2. CONTRACT NO. GS-21F-0185W	3. AWARD/EFFECTIVE DATE Date last signed below	4. ORDER NO. 36C25220F0056 537-C00057	5. SOLICITATION NUMBER 36C25220Q0041	6. SOLICITATION ISSUE DATE 09-30-2019
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7. FOR SOLICITATION INFORMATION:	a. NAME Knight, Robert	E-MAIL ADDRESS Robert.Knight1@va.gov	8. OFFER DUE DATE/LOCAL TIME
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9. ISSUED BY Department of Veterans Affairs Great Lakes Acquisition Center (GLAC) 115 S 84th Street, Suite 101 Milwaukee WI 53214-1476	CODE 36C252	10. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED OR <input checked="" type="checkbox"/> SET ASIDE: 100 % FOR: <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input checked="" type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM <input type="checkbox"/> EDWOSB <input type="checkbox"/> 8(A)	NAICS: 561210 SIZE STANDARD: \$41.5 Million
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11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE	12. DISCOUNT TERMS N/A	13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) <input type="checkbox"/>	13b. RATING N/A	14. METHOD OF SOLICITATION <input checked="" type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP
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15. DELIVER TO Department of Veterans Affairs Jesse Brown VA Medical Center 820 South Damen Avenue Chicago IL 60612-4223	CODE 36C252	16. ADMINISTERED BY Department of Veterans Affairs Great Lakes Acquisition Center (GLAC) 115 S 84th Street, Suite 101 Milwaukee WI 53214-1476	CODE 36C252
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17a. CONTRACTOR/OFFEROR TL Services, Inc. 4733 Kibler Road Van Buren, AR 72956	CODE	FACILITY CODE	18a. PAYMENT WILL BE MADE BY Department of Veterans Affairs Financial Services Center PO Box 149971 Austin TX 78714-9971 PHONE: 877-353-9791 FAX: 512-460-5540	CODE
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TELEPHONE NO. DUNS: 800166969 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. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	This acquisition is for corrections/repairs of the Building Automation System (BAS)-HVAC, for the Jesse Brown VAMC. See Section B.2 for specific requirements. This acquisition is 100% set-aside for SDVOSBs. (Use Reverse and/or Attach Additional Sheets as Necessary)				

25. ACCOUNTING AND APPROPRIATION DATA 537-3600162-6960-850400-3126 537C00057 23NR9MA24	26. TOTAL AWARD AMOUNT (For Govt. Use Only) \$2,208,332.00
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<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA	<input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.
<input checked="" type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA	<input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.
<input checked="" type="checkbox"/> 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	<input checked="" type="checkbox"/> 29. AWARD OF CONTRACT: REF. 36C25220Q0041 OFFER DATED 10-21-2019. 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) Jeffrey Statz
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT) TERRY L. LOOPER, CEO	31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) Jeffrey Statz
30c. DATE SIGNED 10/31/2019	31c. DATE SIGNED

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:** TL Services, Inc. (Contractor's Name)
4733 Kibler Road (Address)
Van Buren, AR 72956 (City-State-Zip)
Rob Hester/Sales Director (Point of Contact/Title)
- PHONE NUMBER (479) 739-5317/(479) 474-7222
FAX NUMBER (479) 474-8839
E-MAIL ADDRESS Rob.Hester@tlservices.com
DUNS NUMBER NO. 800166969

- b. **GOVERNMENT:** JEFFREY STATZ, CONTRACTING OFFICER
DEPARTMENT OF VETERANS AFFAIRS
GREAT LAKES ACQUISITION CENTER
115 S. 84TH ST., STE 100
MILWAUKEE WI 53214

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

FAR 52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER SYSTEM – SYSTEM FOR AWARD

3. **INVOICES**: Invoices shall be submitted in arrears:

VAAR 852.232-72 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS (NOV 2018)

4. **GOVERNMENT INVOICE ADDRESS** (See SF1449 Block 18):

- a. All invoices from the contractor shall be **submitted electronically** in accordance with 852.232-72 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS (NOV 2018)
- b. Facsimile, e-mail, and scanned documents are not acceptable forms of submission for payment requests.
- c. VA's Electronic Invoice Presentment and Payment System – The FSC uses a third-party contractor, Tungsten Network e-Invoice, to transition vendors from paper to electronic invoice submission. Please go to this website: <http://www.tungsten-network.com/customer-campaigns/veterans-affairs-us/> to begin submitting electronic invoices, free of charge.

d. **For assistance setting up e-Invoice, the below information is provided:**

- * Tungsten Network e-Invoice Setup Information: 1-877-489-6135
- * Tungsten Network e-Invoice email: VA.Registration@ob10.com
<<http://VA.Registration@ob10.com/>>
- * FSC e-Invoice Contact Information: 1-877-353-9791
- * FSC e-invoice email: vafscshd@va.gov <<http://va.gov/>>

5. **INVOICES:**

- a. Payments shall be made upon receipt of a properly prepared invoice.
- b. In order to comply with the Improper Payment Elimination and Recovery Act of 2010 (IPERA), the VA has mandated electronic invoice submission to the Veterans Affairs Financial Services Center (VAFSC). VAFSC has partnered with Tungsten Network e-Invoicing network, for submissions of all electronic invoices to VA. Tungsten Network electronic invoicing is free to all VA vendors. In order to submit electronic invoices, all VA vendors must register with Tungsten Network by submitting an email to VA.Registration@Tungsten-Network.com or calling 1-877-752-0900 option 2 for Enrollment.
- c. Contractor shall submit an electronic invoice by the tenth (10th) of the following month services were performed to the Veterans Affairs Financial Services Center (VAFSC) e-Invoice through the website at <https://portal.Tungsten-Network.com/Login.aspx>. For questions regarding the submission of VA electronic invoices, Tungsten Network customer service may be contacted at 1-877-489-6135.
- d. All invoices shall reference the vendor name and address, customer name, contract number, appropriate obligation/funding order number, description of services provided, quantity, unit price, and total invoice amount (any additional info). Invoices shall also include any payment discount terms.
- e. For questions regarding invoice receipt or payment, please call VAFSC directly at 1-877-353-9791 or email vafscshd@va.gov

OFFERORS MUST COMPLETE AND RETURN ALL INFORMATION DESIGNATED HEREIN PRIOR TO THE TIME SPECIFIED IN BLOCK 8 OF SF 1449 IN ORDER TO BE CONSIDERED FOR AWARD.

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

AMENDMENT NUMBER	DATE
0001 _____	October 16, 2019 _____
_____	_____
_____	_____

SECURITY & PRIVACY CONTROL

The Certification & Accreditation (C&A) requirements of VHA Handbook 6500.6 do not apply to this requirement; therefore, a Security Accreditation package is not required. No C&A or MOU/ISA is required. Sensitive information exposure as part of this contract involves applicable security controls within the facility as part of the VA Information Security Program.

If there are any questions related to privacy, please have a member of your staff contact the VA Privacy Service at 202-461-6309. If there are any questions related to the information security, please have a member of your staff contact the Office of Cyber Security at 304-262-7733.

SPECIAL NOTES

The Contracting Officer is the only person authorized to approve changes or modify any of the requirements under this contract. The Contractor shall communicate with the Contracting Officer on all matters pertaining to contract administration. Only the Contracting Officer is authorized to make commitment or issue changes that will affect price, quantity or quality of performance of this contract. In the event the Contractor effects any such change at the direction of any person other than the Contracting Officer, the change shall be considered to have been made without authority and no adjustment will be made in the contract price to cover any increase in cost incurred thereof.

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B.2 PRICE/COST/COMPLETION SCHEDULE

Item Number	Description of Supplies/Services	Quantity	Unit	Unit Price	Amount
CLINs 0001-0020: Upgrade the controls for the following air handling units and heating/cooling valves/controls and related accessories. (Refer to screen captures at the end of Section B.2 for additional information.) Period of Performance: Complete all work including submittals, reviews, and quality control no more than 120 calendar days from Notice to Proceed. This period includes product submittal review.					
0001	Air Handling Unit AHU Tag: S7 Area Served: PACU/AOD/Admissions VAV/TSTATS/REHEATS: 14	1	EA	\$158,464.00	\$158,464.00
0002	Air Handling Unit AHU Tag: S4 Area Served: Auditorium VAV/TSTATS/REHEATS: 7	1	EA	\$116,732.00	\$116,732.00
0003	Air Handling Unit AHU Tag: Room 3435 Area Served: Dialysis Damen Bldg VAV/TSTATS/REHEATS: 8	1	EA	\$122,693.00	\$122,693.00
0004	Air Handling Unit AHU Tag: S21 Area Served: Dialysis Taylor Bldg VAV/TSTATS/REHEATS: 14	1	EA	\$158,464.00	\$158,464.00
0005	Air Handling Unit AHU Tag: Room 1588 Area Served: Radiology I VAV/TSTATS/REHEATS: 11	1	EA	\$140,579.00	\$140,579.00
0006	Air Handling Unit AHU Tag: Roof 2 nd Floor Damen Area Served: Radiology II VAV/TSTATS/REHEATS: 23	1	EA	\$212,119.00	\$212,119.00
0007	Air Handling Unit AHU Tag: Room 3510 Area Served: Pharmacy Office VAV/TSTATS/REHEATS: 7	1	EA	\$116,732.00	\$116,732.00
0008	Air Handling Unit AHU Tag: SF3A Area Served: Pharmacy Clean Room VAV/TSTATS/REHEATS: 2	1	EA	\$61,923.00	\$61,923.00
0009	Air Handling Unit AHU Tag: S3 Area Served: Dermatology VAV/TSTATS/REHEATS: 15	1	EA	\$164,425.00	\$164,425.00
0010	Air Handling Unit AHU Tag: Room 1488 Area Served: Comp and Pension VAV/TSTATS/REHEATS: 8	1	EA	\$122,693.00	\$122,693.00

0011	Air Handling Unit AHU Tag: Room 4415 Area Served: Dental VAV/TSTATS/REHEATS: 15	1	EA	\$164,425.00	\$164,425.00
0012	Air Handling Unit AHU Tag: S10A/S10B Area Served: Clinic Area VAV/TSTATS/REHEATS: 73	1	EA	\$535,205.00	\$535,205.00
0013	Converters	10	EA	\$5,500.00	\$55,000.00
0014	Remote Chillers	3	EA	\$15,962.00	\$47,886.00
0015	Condensers	2	EA	\$7,962.00	\$15,924.00
0016	S-7 – bad chilled water supply temperature sensor	1	EA	\$2,230.00	\$2,230.00
0017	Room 1256 (4V74) – bad space temperature sensor	1	EA	\$2,230.00	\$2,230.00
0018	Auditorium space temperature sensor	3	EA	\$2,230.00	\$6,690.00
0019	System training session – 4 hours (to be conducted on separate days; coordinated with COR)	6	EA	\$653.00	\$3,918.00
Completion Date: 120 Calendar Days After Award				Grand Total:	\$2,208,332.00

Notes for CLINS 0001 – 0018:

- (1) The Contractor shall provide the existing sequence of operation narrative for VA review and acceptance; include adjusting the Sequence of Operation per VA COR comment. VA to review the sequence of operation in 21 calendar days.
- (2) The Contractor shall provide graphics for VA review and acceptance; include adjusting the Sequence of Operation per VA COR comment.

PROJECT: JESSE BROWN VAMC BAS-HVAC SYSTEM

Overview: Contractor shall provide all tools, materials, components, labor, and supervision for corrections to the existing Building Automation System (BAS) – HVAC.

Place of Performance: Buildings 1, 11, 30
Jesse Brown VA Medical Center
820 South Damen Ave
Chicago IL 60612

Project Details:

1. All components and controllers shall utilize the **Native BACnet Open Protocol**. Provide shop drawings of all equipment to be used. The VA will review and comment in 21 calendar days.
2. Work shall not impact patient care. All work shall be off-hours, including in machine rooms.
3. Shutdown of AHU shall be from Friday after the last patient departs (about 6 p.m.), returning on-line by noon Sunday. Contractor shall arrange staff and crew-size to accommodate the shortest system outages possible.

4. Replace the existing control wires to be compatible with the upgrade components.
5. At the end of the work, remove the existing Amx BAS head end equipment and controls located in Building 32.
6. Control upgrade of the AHU includes, but is not limited to: damper control, fan speed control, static pressure, pressure differential across all filters, humidity modulation, heating/cooling coil control, and air terminal unit control.
7. All thermostats shall display temperature and humidity, and have a user-control knob. The VA COR shall determine by location if the thermostat-mounted local control knob will be programmed.
8. Review the existing sequence of operation with the VA COR. Make corrections to meet the VA HVAC Design Guide.
9. Include a controls technician observing the AMx, Metasys and BACNet system 24/7 for the entire Period of Performance.
10. Provide negative-pressure, portable HEPA carts for all work above the ceilings. Provide walk-off mats and fire-extinguishers when working in mechanical rooms

The following items are not covered by this Contract:

1. Re-writing the sequence of operation to upgrade for complex control, e.g., energy saving features.
2. Existing mechanical issues, e.g., failed fan belts; notify the COR if discovered.
3. Airflow testing, adjusting, and balancing of the HVAC systems.
4. Cleaning or replacing filters in the HVAC systems.

Progress Meetings: The Contractor's Project Manager and Field Supervisor shall provide weekly on-site progress meetings with the COR for the entire Period of Performance. Indicate completed items, days remaining per the contract, any safety incidents in detail, RFI log, Shop Drawing Log, detailed 2-week look-ahead, and shutdown schedule.

Submittals:

1. The Contractor Project Manager and Field Supervisor shall attend an on-site Preconstruction Safety Meeting, to discuss the project details.
2. Before releasing the parts, the Contractor shall provide all shop drawings for VA approval of all products by email to the COR.
3. ACCEPTANCE AND CLOSE OUT:
 - a. Demonstrate the operation of the system
 - b. Provide factory startup and certification of all systems.

Applicable Performance Standards:

1. All work shall comply with all VA Policies including, but not limited to, VA Construction Safety and VA Infection Control Policies.

2. The Prime Contractor shall have a competent supervisory person on site at all times when any worker(s) or sub-contractors are present.
3. All persons working on any electrical systems rated 50 volts or more shall have the minimum qualification as a State Licensed Master Electrician or Registered Journeyman Electrician; all activities shall follow the safe work practices in compliance with NFPA 70E Electrical Safety in the Workplace.
4. The Contractor shall provide mitigating activities as outlined in the CONSTRUCTION SAFETY PRECAUTIONS and CONSTRUCTION INFECTION CONTROL RISK ASSESSMENT/DUST CONTROL PRECAUTIONS, including at a minimum:
 - a. Fire extinguishers, pedestal-mounted, in the area of work;
 - b. Walk-off dust mats inside and outside of all entry/exit points to the workspace, changed at least daily; dust mats shall be changed more frequently as conditions or the COR dictate.
 - c. When in an occupied space, provide dust containment tent or portable containment cube, with HEPA filter negative air system when working above ceilings.
 - d. No trash, used packaging, or construction spoils shall be stored on-site; refuse shall be removed each day using covered gondolas.
 - e. The work-area shall be broom-clean at the end of each day; provide HEPA vacuum and wet-mop daily where sweeping creates undesired dust.

Jesse Brown VAMC Additional Requirements:

1. Comply with all Jesse Brown VAMC site-specific requirements and SOPs, including but not limited to: Key Policy, Badging Policy, Rules of Behavior, and Smoking Policy.
2. Construction work hours:
 - a. Mechanical spaces: 7:00 a.m. to 3:30 p.m. Monday through Friday.
 - b. Any occupied space: 6 p.m. to 6 a.m. on the following day.
 - c. HVAC system shutdowns shall occur after 6 p.m. Friday and be back in full service by noon Sunday.
 - d. Work hours can be modified only by written approval of the COR.
 - e. The Contractor shall not work on Federal Holidays, nor on the weekend immediately adjoining that Federal Holiday when the Federal Holiday falls on a Monday or Friday.
 - f. Work in stairs and interior/exterior public areas shall occur between 6:00 p.m. to 6:00 a.m. on the following day.
 - g. Any work including and not limited to: noise, vibration, dust, odors, core drilling, hammer drilling, saw cutting, equipment moving in public corridors, soil compaction shall be performed between 6:00 pm through midnight concluding by 6 am on the following day.
 - h. The Contractor shall check in (in person) with the Administrative Officer of the Day (AOD) which is located in Patient Admitting for any work between 6:00 pm through midnight to

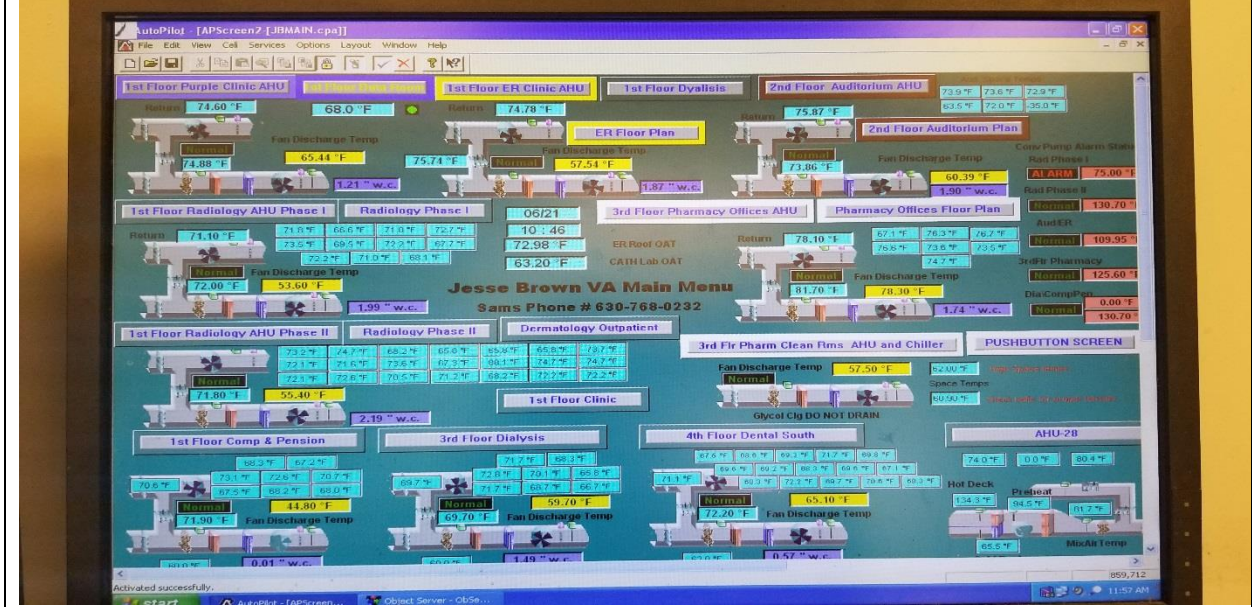
6:00 am or any time on weekends. Provide the name and cell number of the on-site supervisor to the AOD. At the completion of the work, check out with the AOD.

3. All building systems shall be maintained in full operation at all times, unless:
 - a. a system shutdown is requested, in writing, not less than 21 calendar days in advance; and
 - b. shutdown work shall occur during low-patient times and performed between Saturday 6 p.m. to 6 p.m. of the following day.

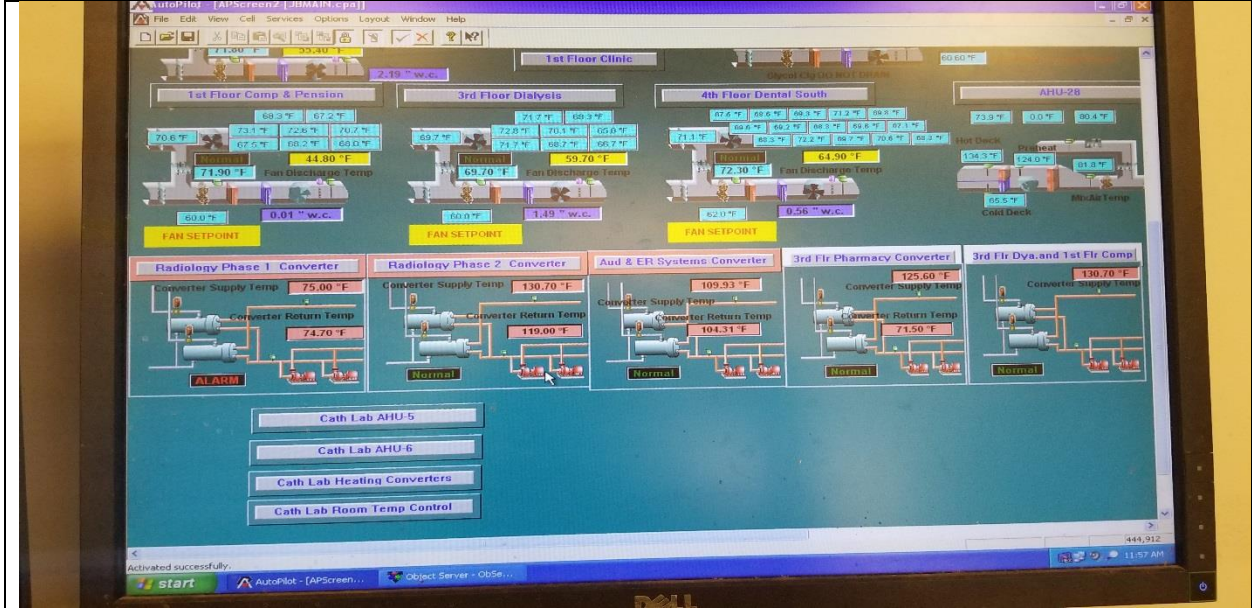
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Screen Captures

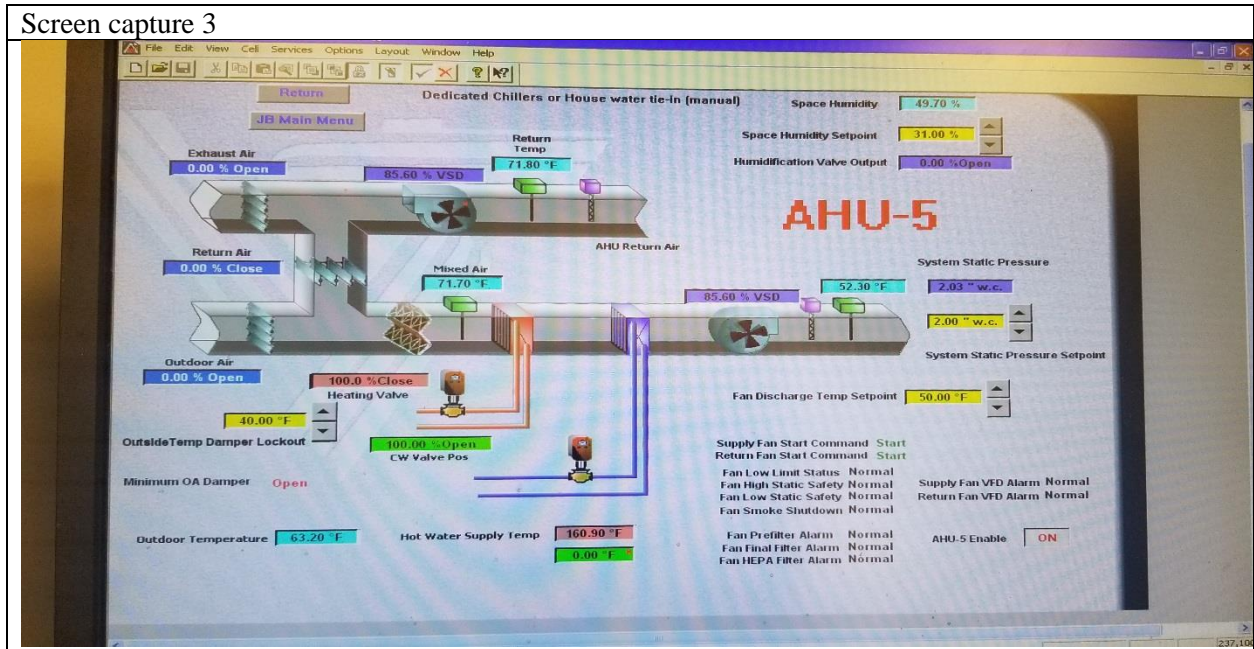
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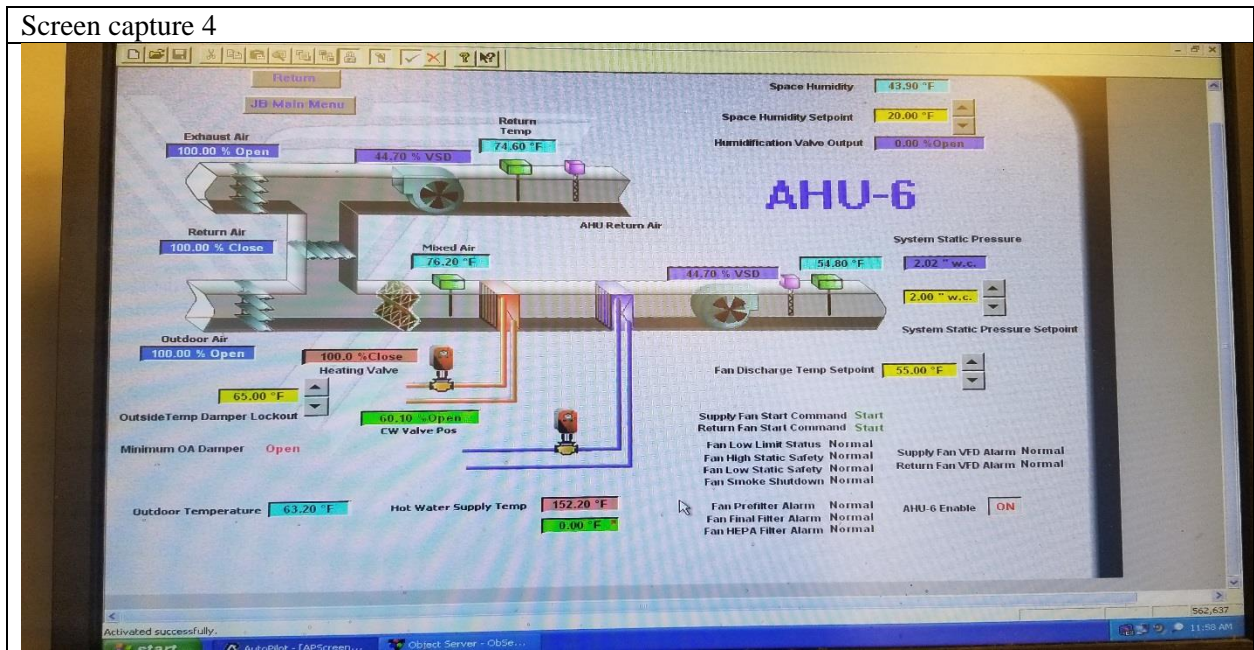
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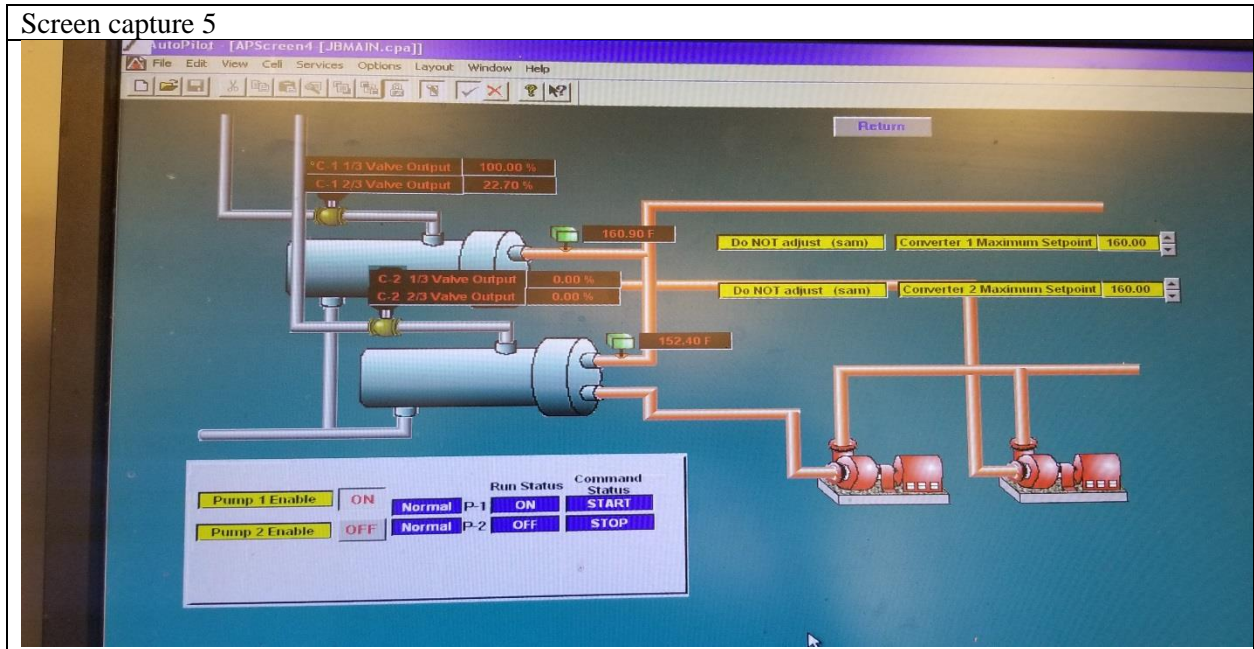
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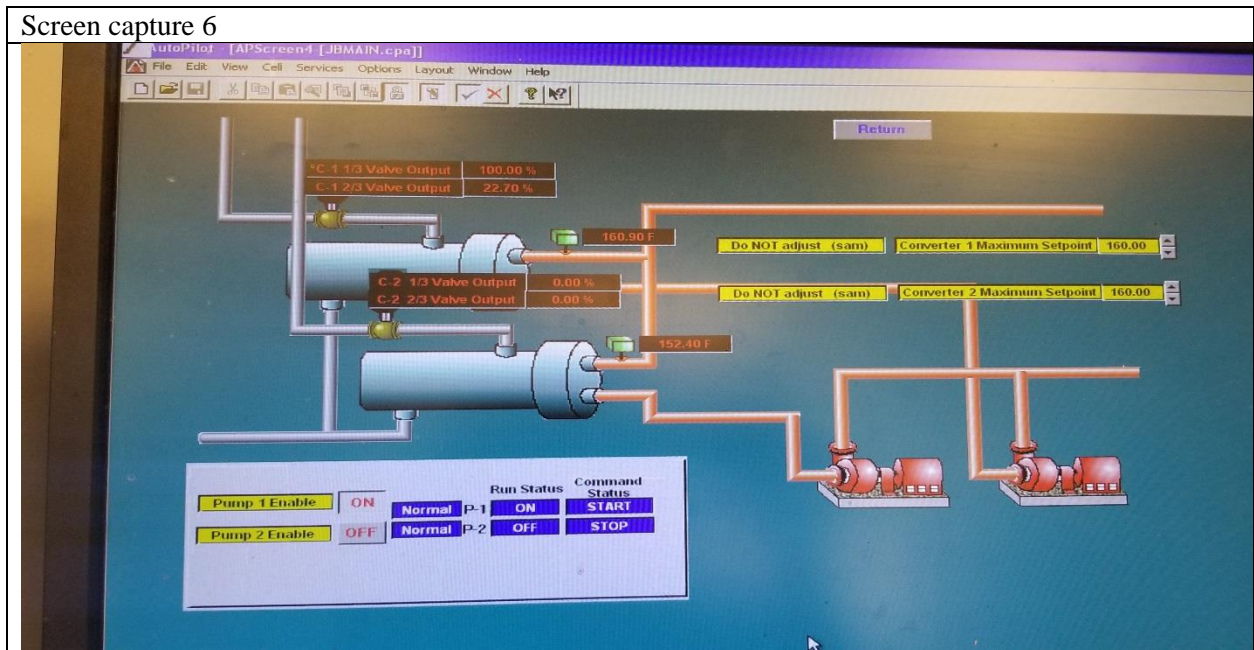
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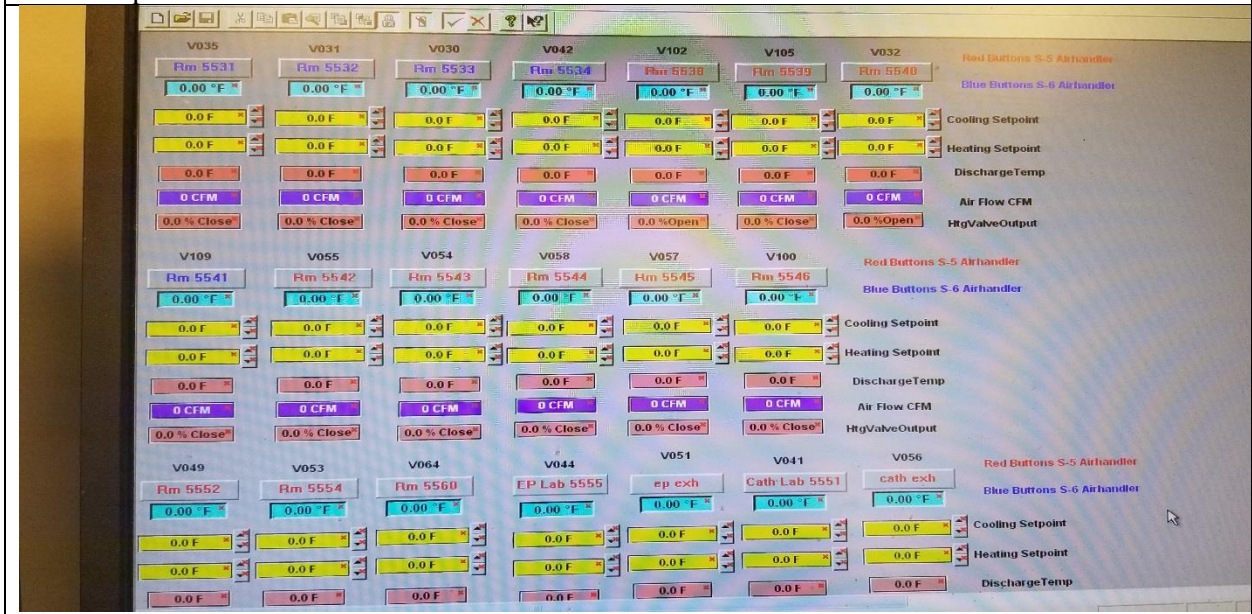
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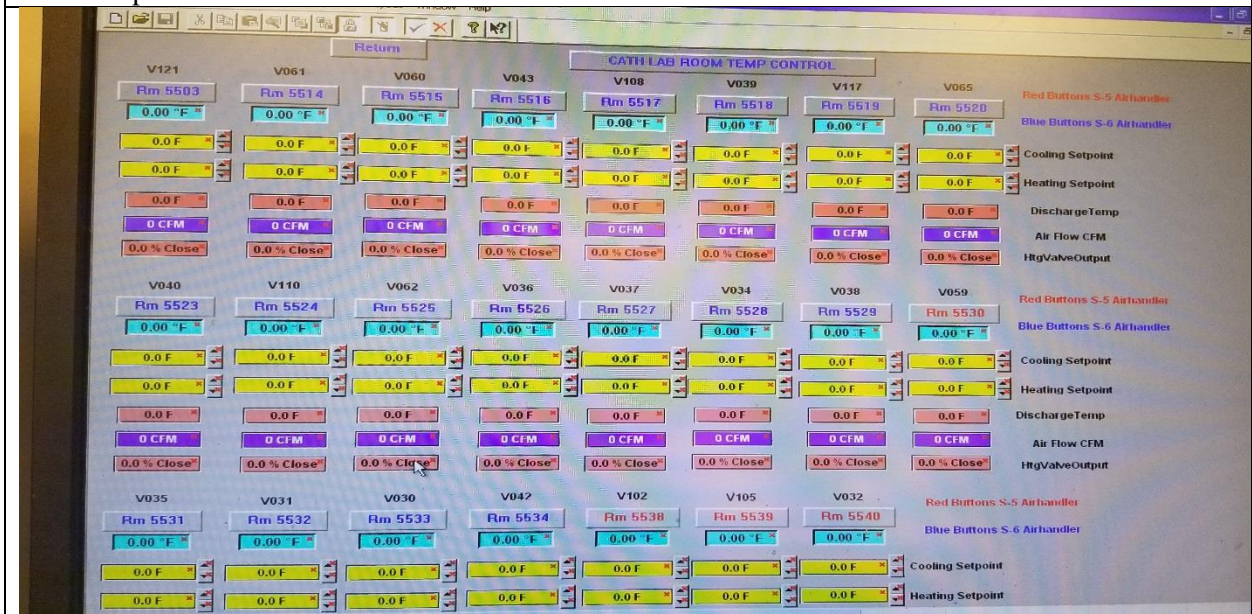
Screen capture 6



Screen capture 7



Screen capture 8



SECTION C - CONTRACT CLAUSES

C.1 52.212-4 CONTRACT TERMS AND CONDITIONS—COMMERCIAL ITEMS (OCT 2018)

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

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

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

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

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

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

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

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

(g) *Invoice.*

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

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

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

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

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

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

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

(i) Payment.—

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

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

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

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

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

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

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

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

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

(D) Contractor point of contact.

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

(6) *Interest.*

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

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

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

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

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

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

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

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

(A) The date fixed under this contract.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- (1) The schedule of supplies/services.
- (2) The Assignments, Disputes, Payments, Invoice, Other Compliances, Compliance with Laws Unique to Government Contracts, and Unauthorized Obligations paragraphs of this clause;
- (3) The clause at 52.212-5.
- (4) Addenda to this solicitation or contract, including any license agreements for computer software.
- (5) Solicitation provisions if this is a solicitation.
- (6) Other paragraphs of this clause.
- (7) The Standard Form 1449.
- (8) Other documents, exhibits, and attachments

(9) The specification.

(t) [Reserved]

(u) *Unauthorized Obligations.*

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

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

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

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

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

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

(End of Clause)

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

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

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

C.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/>

<u>FAR Number</u>	<u>Title</u>	<u>Date</u>
52.203-17	CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS	APR 2014
52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON POSTCONSUMER FIBER CONTENT PAPER	MAY 2011
52.204-13	SYSTEM FOR AWARD MANAGEMENT MAINTENANCE	OCT 2018
52.204-18	COMMERCIAL AND GOVERNMENT ENTITY CODE MAINTENANCE	JUL 2016
52.228-5	INSURANCE—WORK ON A GOVERNMENT INSTALLATION	JAN 1997
52.232-40	PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS	DEC 2013
52.237-2	PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION	APR 1984

(End of Clause)

C.3 52.219-6 NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE (DEVIATION 2019-01)

(a) *Definition.* "Small business concern," as used in this clause, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the size standards in this solicitation.

(b) *Applicability.* This clause applies only to—

- (1) Contracts that have been totally set aside or reserved for small business concerns; and
- (2) Orders set aside for small business concerns under multiple-award contracts as described in 8.405-5 and 16.505(b)(2)(i)(F).

(c) *General.*

(1) Offers are solicited only from small business concerns and Federal Prison Industries, Inc. (FPI). Offers received from concerns that are not small business concerns or FPI shall be considered nonresponsive and will be rejected.

- (2) Any award resulting from this solicitation will be made to either a small business concern or FPI.

(d) *Agreement.*

(1) For a contract at or below the simplified acquisition threshold, a small business concern may provide the end item of any firm. For a contract exceeding the simplified acquisition threshold and the requirements of paragraphs (d)(1)(i) through (iii) of this clause have not been waived by SBA in accordance with 13 CFR 121.1204, a small business concern that provides an end item it did not manufacture, process, or produce, shall—

(i) Provide an end item that a small business has manufactured, processed, or produced in the United States or its outlying areas;

(ii) Be primarily engaged in the retail or wholesale trade and normally sell the type of item being supplied; and

(iii) Take ownership or possession of the item(s) with its personnel, equipment, or facilities in a manner consistent with industry practice; for example, providing storage, transportation, or delivery.

(2) Paragraph (d)(1) of this clause does not apply to construction or service contracts.

(End of Clause)

C.4 52.219-14 LIMITATIONS ON SUBCONTRACTING (DEVIATION 2019-01)

(a) This clause does not apply to the unrestricted portion of a partial set-aside.

(b) *Definition.* As used in this clause—

“Similarly situated entity” means a first-tier subcontractor, including an independent contractor, that has the same small business program status as that which qualified the prime contractor for the award, and that is considered small for the NAICS code the prime contractor assigned to the subcontract the subcontractor will perform. An example of a similarly situated entity is a first-tier subcontractor that is a HUBZone small business concern for a HUBZone set-aside or sole source award under the HUBZone Program.

(c) *Applicability.* This clause applies only to—

(1) Contracts that have been set aside or reserved any of the small business concerns identified in 19.000(a)(3);

(2) Part or parts of a multiple-award contract that have been set aside for any of the small business concerns identified in 19.000(a)(3);

(3) Contracts that have been awarded on a sole-source basis in accordance with subparts 19.8, 19.13, 19.14, and 19.15; and

(4) Orders set aside for any of the small business concerns identified in 19.000(a)(3) under multiple-award contracts as described in 8.405-5 and 16.505(b)(2)(i)(F).

(d) *Independent contractors.* An independent contractor shall be considered a subcontractor.

(e) *Agreement.* By submission of an offer and execution of a contract, the Offeror/Contractor agrees that in performance of the contract in the case of a contract for—

(1) Services (except construction), it will not pay more than 50 percent of the amount paid by the Government for contract performance to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count toward the 50 percent subcontract amount that cannot be exceeded;

(2) Supplies (other than procurement from a nonmanufacturer of such supplies), it will not pay more than 50 percent of the amount paid by the Government for contract performance, excluding the cost of materials, to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count toward the 50 percent subcontract amount that cannot be exceeded;

(3) General construction, it will not pay more than 85 percent of the amount paid by the Government for contract performance, excluding the cost of materials, to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count toward the 85 percent subcontract amount that cannot be exceeded; or

(4) Construction by special trade contractors, it will not pay more than 75 percent of the amount paid by the Government for contract performance, excluding the cost of materials, to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count toward the 75 percent subcontract amount that cannot be exceeded.

(f) A joint venture agrees that, in the performance of the contract, the applicable percentage specified in paragraph (e) of this clause will be performed by the aggregate of the joint venture participants.

(End of Clause)

C.5 SUPPLEMENTAL INSURANCE REQUIREMENTS

In accordance with FAR 28.307-2 and FAR 52.228-5, the following minimum coverage shall apply to this contract:

(a) Workers' compensation and employers liability: Contractors are required to comply with applicable Federal and State workers' compensation and occupational disease statutes. If occupational diseases are not compensable under those statutes, they shall be covered under the employer's liability section of the insurance policy, except when contract operations are so commingled with a Contractor's commercial operations that it would not be practical to require this coverage. Employer's liability coverage of at least \$100,000 is required, except in States with exclusive or monopolistic funds that do not permit workers' compensation to be written by private carriers.

(b) General Liability: \$500,000.00 per occurrences.

(c) Automobile liability: \$200,000.00 per person; \$500,000.00 per occurrence and \$20,000.00 property damage.

(d) The successful bidder must present to the Contracting Officer, prior to award, evidence of general liability insurance without any exclusionary clauses for asbestos that would void the general liability coverage.

(End of Clause)

C.6 VAAR 852.203-70 COMMERCIAL ADVERTISING (MAY 2018)

The Contractor shall not make reference in its commercial advertising to Department of Veterans Affairs contracts in a manner that states or implies the Department of Veterans Affairs approves or endorses the

Contractor's products or services or considers the Contractor's products or services superior to other products or services.

(End of Clause)

C.7 VAAR 852.211-70 EQUIPMENT OPERATION AND MAINTENANCE MANUALS (NOV 2018)

The Contractor shall follow standard commercial practices to furnish manual(s), handbook(s) or brochure(s) containing operation, installation, and maintenance instructions, including pictures or illustrations, schematics, and complete repair/test guides, as necessary, for technical medical equipment and devices, and/or other technical and mechanical equipment provided per CLIN(s) 0001-0020. The manuals, handbooks or brochures shall be provided in hard copy, soft copy or with electronic access instructions, consistent with standard industry practices for the equipment or device. Where applicable, the manuals, handbooks or brochures will include electrical data and connection diagrams for all utilities. The documentation shall also contain a complete list of all replaceable parts showing part number, name, and quantity required.

C.8 VAAR 852.211-72 TECHNICAL INDUSTRY STANDARDS (NOV 2018)

(a) The Contractor shall conform to the standards established by: The American Society of Heating, Refrigerating and Air-Conditioning Engineers (ASHRAE) as to the Native BACnet Open Protocol Standard.

(b) The Contractor shall submit proof of conformance to the standard. This proof may be a label or seal affixed to the equipment or supplies, warranting that the item(s) have been tested in accordance with the standards and meet the contract requirement. Proof may also be furnished by the organization listed above certifying that the item(s) furnished have been tested in accordance with and conform to the specified standards.

(c) Offerors may obtain the standards cited in this provision by submitting a request to:
https://www.techstreet.com/ashrae/standards/ashrae-135-2016?ashrae_auth_token=&product_id=1918140

(d) The offeror shall contact the Contracting Officer if response is not received within two weeks of the request.

(End of Provision)

C.9 VAAR 852.219-10 VA NOTICE OF TOTAL SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS SET-ASIDE (JUL 2019) (DEVIATION)

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

(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 (see VAAR 802.201 Surviving Spouse definition);

(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;

(iv) The business has been verified for ownership and control pursuant to 38 CFR 74 and is so listed in the Vendor Information Pages database, (<https://www.vip.vetbiz.gov>); and

(v) The business will comply with VAAR subpart 819.70 and Small Business Administration (SBA) regulations regarding small business size and government contracting programs at 13 CFR part 121 and 125, including the nonmanufacturer rule and limitations on subcontracting requirements in 13 CFR 121.406 and 125.6, provided that any reference therein to a service-disabled veteran-owned small business concern (SDVO SBC), is to be construed to apply to a VA verified and VIP-listed SDVOSB. The nonmanufacturer rule and the limitations on subcontracting apply to all SDVOSB and VOSB set-asides and sole source contracts.

(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 eligible service-disabled veteran-owned small business concerns. Only VIP-listed service-disabled veteran-owned small business concerns (SDVOSBs) may submit offers in response to this solicitation. Offers received from concerns that are not VIP-listed service-disabled veteran-owned small business concerns shall not be considered.

(2) Any award resulting from this solicitation shall be made to a VIP-listed service-disabled veteran-owned small business concern that meets the size standard for the applicable NAICS code.

(c) *Representation.* By submitting an offer, the prospective contractor represents that it is an eligible SDVOSB as defined in this clause, 38 CFR part 74, and VAAR subpart 819.70. Pursuant to 38 U.S.C. 8127(e), only VIP-listed SDVOSBs are considered eligible. Therefore, any reference in 13 CFR part 121 and 125 to a service-disabled veteran-owned small business concern (SDVO SBC), is to be construed to apply to a VA verified and VIP-listed SDVOSB and only such concern(s) qualify as similarly situated. The offeror must also be eligible at the time of award.

(d) *Agreement.* When awarded a contract (see FAR 2.101, Definitions), including orders under multiple-award contracts, or a subcontract, an SDVOSB agrees that in the performance of the contract, the SDVOSB shall comply with requirements in VAAR subpart 819.70 and SBA regulations on small business size and government contracting programs at 13 CFR part 121 and 125, including the nonmanufacturer rule and limitations on subcontracting requirements in 13 CFR part

121.406 and 125.6, provided that for purposes of the limitations on subcontracting, only VIP-listed SDVOSBs shall be considered eligible and/or “similarly situated” (i.e., a firm that has the same small business program status as the prime contractor). An independent contractor shall be considered a subcontractor. An otherwise eligible firm further agrees to the following:

(1) *Services*. In the case of a contract for services (except construction), it will not pay more than 50% of the amount paid by the government to it to firms that are not VIP-listed SDVOSBs.

(2) *Supplies or products*.

(i) In the case of a contract for supplies or products (other than from a nonmanufacturer of such supplies), it will not pay more than 50% of the amount paid by the government to it to firms that are not VIP-listed SDVOSBs.

(ii) In the case of a contract for supplies from a nonmanufacturer, it will supply the product of a domestic small business manufacturer or processor, unless a waiver as described in 13 CFR 121.406(b)(5) is granted.

(3) *General construction*. In the case of a contract for general construction, it will not pay more than 85% of the amount paid by the government to it to firms that are not VIP-listed SDVOSBs.

(4) *Special trade contractors*. In the case of a contract for special trade contractors, it will not pay more than 75% of the amount paid by the government to it to firms that are not VIP-listed SDVOSBs.

(5) *Subcontracting*. Any work that a VIP-listed SDVOSB subcontractor further subcontracts will count towards the percent of subcontract amount that cannot be exceeded. For supply or construction contracts, cost of materials is excluded and not considered to be subcontracted. For mixed contracts and additional limitations, refer to 13 CFR 125.6.

(e) *Joint ventures*. A joint venture may be considered an SDVOSB if the joint venture is listed in VIP and complies with the requirements in 13 CFR 125.18(b), provided that any reference therein to service-disabled veteran-owned small business concern or SDVO SBC, is to be construed to mean a VIP-listed SDVOSB. A joint venture agrees that, in the performance of the contract, the applicable percentage specified in paragraph (d) of this clause will be performed by the aggregate of the joint venture participants.

(f) *Precedence*. For any inconsistencies between the requirements of the SBA program for service-disabled veteran-owned small business concerns and the VA Veterans First Contracting Program, as defined in VAAR subpart 819.70 and this clause, the VA Veterans First Contracting Program requirements have precedence.

(End of Clause)

C.10 VAAR 852.219-74 LIMITATIONS ON SUBCONTRACTING— MONITORING AND COMPLIANCE (JUL 2018) (DEVIATION)

(a) This solicitation includes VAAR 852.219-10 VA Notice of Total Service- Disabled Veteran-Owned Small Business Set-Aside.

(b) Accordingly, any contract resulting from this solicitation is subject to the limitation on subcontracting requirements in 13 CFR 125.6, or the limitations on subcontracting requirements in the FAR clause, as applicable. The Contractor is advised that in performing contract administration functions, the Contracting Officer 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.

(c) 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 Contracting Officer in assessing the Contractor for compliance are protected to ensure information or data is not improperly disclosed or other impropriety occurs.

(d) 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 Contracting Officer to assess the Contractor's compliance with the limitations on subcontracting or percentage of work performance requirement.

(End of Clause)

C.11 VAAR 852.232-72 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS (NOV 2018)

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

(1) *Contract financing payment* has the meaning given in FAR 32.001;

(2) *Designated agency office* means the office designated by the purchase order, agreement, or contract to first receive and review invoices. This office can be contractually designated as the receiving entity. This office may be different from the office issuing the payment;

(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; and

(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 at the current website address provided in the contract.

(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).

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

(e) *Exceptions.* If, based on one of the circumstances in this paragraph (e), 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.12 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 Illinois. 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)

C.13 VAAR 852.246-71 REJECTED GOODS (OCT 2018)

(a) *Supplies and equipment.* Rejected goods will be held subject to Contractor's order for not more than 15 days, after which the rejected merchandise will be returned to the Contractor's address at the Contractor's risk and expense. Expenses incident to the examination and testing of materials or supplies that have been rejected will be charged to the Contractor.

(b) *Perishable supplies.* The Contractor shall remove rejected perishable supplies within 48 hours after notice of rejection. Supplies determined to be unfit for human consumption will not be removed without permission of the local health authorities. Supplies not removed within the allowed time may be destroyed. The Department of Veterans Affairs will not be responsible for, nor pay for, products rejected. The Contractor will be liable for costs incident to examination of rejected products.

(End of Clause)

C.14 VAAR 852.270-1 REPRESENTATIVES OF CONTRACTING OFFICERS (JAN 2008)

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

(End of Clause)

(End of Addendum to 52.212-4)

C.15 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS—COMMERCIAL ITEMS (AUG 2019)

(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) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (Jul 2018) (Section 1634 of Pub. L. 115-91).

(3) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (AUG 2019) (Section 89(a)(1)(A) of Pub. L. 115-232).

(4) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (NOV 2015).

(5) 52.233-3, Protest After Award (Aug 1996) (31 U.S.C. 3553).

(6) 52.233-4, Applicable Law for Breach of Contract Claim (Oct 2004) (Public Laws 108-77 and 108-78 (19 U.S.C. 3805 note)).

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

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

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

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

(4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (Oct 2018) (Pub. L. 109-282) (31 U.S.C. 6101 note).

(5) [Reserved]

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

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

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

(9) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (Oct 2018) (41 U.S.C. 2313).

(10) [Reserved]

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

(ii) Alternate I (NOV 2011) of 52.219-3.

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

(ii) Alternate I (JAN 2011) of 52.219-4.

(13) [Reserved]

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

- (ii) Alternate I (NOV 2011).
- (iii) Alternate II (NOV 2011).
- (15)(i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).
- (ii) Alternate I (Oct 1995) of 52.219-7.
- (iii) Alternate II (Mar 2004) of 52.219-7.
- (16) 52.219-8, Utilization of Small Business Concerns (Oct 2018) (15 U.S.C. 637(d)(2) and (3)).
- (17)(i) 52.219-9, Small Business Subcontracting Plan (AUG 2018) (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 (JAN 2017) of 52.219-9.
- (v) Alternate IV (AUG 2018) 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 (JAN 2018) (E.O. 13126).
- (27) 52.222-21, Prohibition of Segregated Facilities (APR 2015).
- (28)(i) 52.222-26, Equal Opportunity (SEP 2016) (E.O. 11246).
- (ii) Alternate I (FEB 1999) of 52.222-26.

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

(ii) Alternate I (JULY 2014) of 52.222-35.

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

(ii) Alternate I (JULY 2014) of 52.222-36.

(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 (JAN 2019) (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)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (May 2008) (42 U.S.C.6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

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

(36) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (JUN 2016) (E.O. 13693).

(37) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (JUN 2016) (E.O. 13693).

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

(ii) Alternate I (OCT 2015) of 52.223-13.

(39)(i) 52.223-14, Acquisition of EPEAT®-Registered Televisions (JUN 2014) (E.O.s 13423 and 13514).

(ii) Alternate I (JUN 2014) of 52.223-14.

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

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

- (ii) Alternate I (JUN 2014) of 52.223-16.
- (42) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011)
- (43) 52.223-20, Aerosols (JUN 2016) (E.O. 13693).
- (44) 52.223-21, Foams (JUN 2016) (E.O. 13693).
- (45) (i) 52.224-3, Privacy Training (JAN 2017) (5 U.S.C. 552a).
- (ii) Alternate I (JAN 2017) of 52.224-3.
- (46) 52.225-1, Buy American—Supplies (MAY 2014) (41 U.S.C. chapter 83).
- (47)(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.
- (48) 52.225–5, Trade Agreements (AUG 2018) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).
- (49) 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).
- (50) 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).
- (51) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).
- (52) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).
- (53) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).
- (54) 52.232-30, Installment Payments for Commercial Items (JAN 2017) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).
- (55) 52.232-33, Payment by Electronic Funds Transfer—System for Award Management (Oct 2018) (31 U.S.C. 3332).

(56) 52.232-34, Payment by Electronic Funds Transfer—Other than System for Award Management (Jul 2013) (31 U.S.C. 3332).

(57) 52.232-36, Payment by Third Party (MAY 2014) (31 U.S.C. 3332).

(58) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).

(59) 52.242-5, Payments to Small Business Subcontractors (JAN 2017)(15 U.S.C. 637(d)(13)).

(60)(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.

(iii) Alternate II (FEB 2006) 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 (AUG 2018) (41 U.S.C. chapter 67).

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

Employee Class: 2606 – Electronic Industrial Controls Mechanic, Grade 11 Monetary Wage-Fringe Benefits: \$39.62/hour

(4) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards—Price Adjustment (Multiple Year and Option Contracts) (AUG 2018) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

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

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

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

(8) 52.222-55, Minimum Wages Under Executive Order 13658 (DEC 2015).

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

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

(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) 52.204–23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (Jul 2018) (Section 1634 of Pub. L. 115–91).

(iv) 52.204-25, Prohibition on Contracting for Certain Telecommunication and Video Surveillance Services or Equipment. (Aug 2019) (Section 889(a)(1)(A) of Pub. L. 115-232).

(v) 52.219–8, Utilization of Small Business Concerns (Oct 2018) (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.

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

- (vii) 52.222-21, Prohibition of Segregated Facilities (APR 2015).
- (viii) 52.222–26, Equal Opportunity (SEP 2016) (E.O. 11246).
- (ix) 52.222-35, Equal Opportunity for Veterans (OCT 2015) (38 U.S.C. 4212).
- (x) 52.222-36, Equal Opportunity for Workers with Disabilities (JUL 2014) (29 U.S.C. 793).
- (xi) 52.222-37, Employment Reports on Veterans (FEB 2016) (38 U.S.C. 4212).
- (xii) 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.
- (xiii) 52.222-41, Service Contract Labor Standards (AUG 2018) (41 U.S.C. chapter 67).
- (xiv)(A) 52.222-50, Combating Trafficking in Persons (JAN 2019) (22 U.S.C. chapter 78 and E.O. 13627).
- (B) Alternate I (MAR 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).
- (xv) 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).
- (xvi) 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).
- (xvii) 52.222-54, Employment Eligibility Verification (OCT 2015) (E. O. 12989).
- (xviii) 52.222-55, Minimum Wages Under Executive Order 13658 (DEC 2015).
- (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 - CONTRACT DOCUMENTS, EXHIBITS, OR ATTACHMENTS

Department of Labor Wage Determination No. 2015-5018, Revision No. 13, dated July 16, 2019, attached hereto as Attachment 1, is hereby incorporated into this Solicitation/Contract and made a part hereof.

This Wage Determination is available at: <https://beta.sam.gov/>

"REGISTER OF WAGE DETERMINATIONS UNDER | U.S. DEPARTMENT OF
LABOR

THE SERVICE CONTRACT ACT | EMPLOYMENT STANDARDS ADMINISTRATION
By direction of the Secretary of Labor | WAGE AND HOUR DIVISION
| WASHINGTON D.C. 20210

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| Wage Determination No.: 2015-5018
Daniel W. Simms Division of | Revision No.: 13
Director Wage Determinations | Date Of Last Revision: 07/16/2019

Note: Under Executive Order (EO) 13658 an hourly minimum wage of \$10.60 for calendar year 2019 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 \$10.60 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 2019. 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: Illinois

Area: Illinois Counties of Cook Du Page McHenry

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		17.25
01012 - Accounting Clerk II		19.37
01013 - Accounting Clerk III		21.66
01020 - Administrative Assistant		28.46
01035 - Court Reporter		22.28
01041 - Customer Service Representative I		14.37
01042 - Customer Service Representative II		16.15
01043 - Customer Service Representative III		17.63
01051 - Data Entry Operator I		15.16
01052 - Data Entry Operator II		16.54
01060 - Dispatcher Motor Vehicle		24.18
01070 - Document Preparation Clerk		18.54
01090 - Duplicating Machine Operator		18.54
01111 - General Clerk I		13.93
01112 - General Clerk II		15.20
01113 - General Clerk III		17.07
01120 - Housing Referral Assistant		22.12
01141 - Messenger Courier		15.67
01191 - Order Clerk I		16.20
01192 - Order Clerk II		17.68
01261 - Personnel Assistant (Employment) I		17.84
01262 - Personnel Assistant (Employment) II		19.95
01263 - Personnel Assistant (Employment) III		22.24
01270 - Production Control Clerk		24.27
01290 - Rental Clerk		17.41
01300 - Scheduler Maintenance		18.36
01311 - Secretary I		18.36
01312 - Secretary II		19.84
01313 - Secretary III		22.12
01320 - Service Order Dispatcher		21.62
01410 - Supply Technician		28.46
01420 - Survey Worker		19.19
01460 - Switchboard Operator/Receptionist		14.36
01531 - Travel Clerk I		16.04

01532 - Travel Clerk II	17.35
01533 - Travel Clerk III	18.77
01611 - Word Processor I	17.51
01612 - Word Processor II	19.65
01613 - Word Processor III	21.99
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer Fiberglass	25.97
05010 - Automotive Electrician	24.16
05040 - Automotive Glass Installer	23.05
05070 - Automotive Worker	23.05
05110 - Mobile Equipment Servicer	20.85
05130 - Motor Equipment Metal Mechanic	27.79
05160 - Motor Equipment Metal Worker	23.05
05190 - Motor Vehicle Mechanic	27.79
05220 - Motor Vehicle Mechanic Helper	19.73
05250 - Motor Vehicle Upholstery Worker	21.96
05280 - Motor Vehicle Wrecker	23.09
05310 - Painter Automotive	24.16
05340 - Radiator Repair Specialist	23.05
05370 - Tire Repairer	15.92
05400 - Transmission Repair Specialist	27.79
07000 - Food Preparation And Service Occupations	
07010 - Baker	13.71
07041 - Cook I	13.48
07042 - Cook II	15.19
07070 - Dishwasher	11.14
07130 - Food Service Worker	11.88
07210 - Meat Cutter	14.08
07260 - Waiter/Waitress	9.96
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	20.06
09040 - Furniture Handler	14.52
09080 - Furniture Refinisher	20.06
09090 - Furniture Refinisher Helper	16.37
09110 - Furniture Repairer Minor	18.23
09130 - Upholsterer	20.05
11000 - General Services And Support Occupations	

11030 - Cleaner Vehicles	12.32
11060 - Elevator Operator	13.70
11090 - Gardener	18.42
11122 - Housekeeping Aide	13.70
11150 - Janitor	13.70
11210 - Laborer Grounds Maintenance	14.64
11240 - Maid or Houseman	12.71
11260 - Pruner	13.40
11270 - Tractor Operator	17.20
11330 - Trail Maintenance Worker	14.64
11360 - Window Cleaner	14.97
12000 - Health Occupations	
12010 - Ambulance Driver	19.13
12011 - Breath Alcohol Technician	23.72
12012 - Certified Occupational Therapist Assistant	31.53
12015 - Certified Physical Therapist Assistant	30.09
12020 - Dental Assistant	19.63
12025 - Dental Hygienist	37.42
12030 - EKG Technician	30.87
12035 - Electroneurodiagnostic Technologist	30.87
12040 - Emergency Medical Technician	19.13
12071 - Licensed Practical Nurse I	21.20
12072 - Licensed Practical Nurse II	23.72
12073 - Licensed Practical Nurse III	26.43
12100 - Medical Assistant	17.06
12130 - Medical Laboratory Technician	26.30
12160 - Medical Record Clerk	19.07
12190 - Medical Record Technician	21.34
12195 - Medical Transcriptionist	17.07
12210 - Nuclear Medicine Technologist	42.13
12221 - Nursing Assistant I	12.35
12222 - Nursing Assistant II	13.88
12223 - Nursing Assistant III	15.15
12224 - Nursing Assistant IV	17.01
12235 - Optical Dispenser	17.19
12236 - Optical Technician	19.62
12250 - Pharmacy Technician	15.77

12280 - Phlebotomist	17.58
12305 - Radiologic Technologist	32.46
12311 - Registered Nurse I	29.17
12312 - Registered Nurse II	32.57
12313 - Registered Nurse II Specialist	32.57
12314 - Registered Nurse III	38.43
12315 - Registered Nurse III Anesthetist	38.43
12316 - Registered Nurse IV	46.07
12317 - Scheduler (Drug and Alcohol Testing)	29.38
12320 - Substance Abuse Treatment Counselor	20.43
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	21.92
13012 - Exhibits Specialist II	27.16
13013 - Exhibits Specialist III	33.22
13041 - Illustrator I	21.63
13042 - Illustrator II	26.80
13043 - Illustrator III	32.77
13047 - Librarian	35.08
13050 - Library Aide/Clerk	14.14
13054 - Library Information Technology Systems Administrator	29.01
13058 - Library Technician	17.38
13061 - Media Specialist I	21.16
13062 - Media Specialist II	23.66
13063 - Media Specialist III	26.39
13071 - Photographer I	18.50
13072 - Photographer II	20.70
13073 - Photographer III	25.64
13074 - Photographer IV	31.35
13075 - Photographer V	37.94
13090 - Technical Order Library Clerk	17.20
13110 - Video Teleconference Technician	18.73
14000 - Information Technology Occupations	
14041 - Computer Operator I	18.11
14042 - Computer Operator II	20.25
14043 - Computer Operator III	22.58
14044 - Computer Operator IV	25.09

14045 - Computer Operator V		27.79
14071 - Computer Programmer I	(see 1)	25.49
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		18.11
14160 - Personal Computer Support Technician		25.09
14170 - System Support Specialist		33.99
15000 - Instructional Occupations		
15010 - Aircrew Training Devices Instructor (Non-Rated)		36.22
15020 - Aircrew Training Devices Instructor (Rated)		41.82
15030 - Air Crew Training Devices Instructor (Pilot)		46.94
15050 - Computer Based Training Specialist / Instructor		36.22
15060 - Educational Technologist		32.27
15070 - Flight Instructor (Pilot)		46.94
15080 - Graphic Artist		26.99
15085 - Maintenance Test Pilot Fixed Jet/Prop		43.08
15086 - Maintenance Test Pilot Rotary Wing		43.08
15088 - Non-Maintenance Test/Co-Pilot		43.08
15090 - Technical Instructor		27.45
15095 - Technical Instructor/Course Developer		30.66
15110 - Test Proctor		20.23
15120 - Tutor		20.23
16000 - Laundry Dry-Cleaning Pressing And Related Occupations		
16010 - Assembler		13.13
16030 - Counter Attendant		13.13
16040 - Dry Cleaner		15.02
16070 - Finisher Flatwork Machine		13.13
16090 - Presser Hand		13.13
16110 - Presser Machine Drycleaning		13.13
16130 - Presser Machine Shirts		13.13
16160 - Presser Machine Wearing Apparel Laundry		13.13
16190 - Sewing Machine Operator		15.65
16220 - Tailor		16.28

16250 - Washer Machine	13.76
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	23.40
19040 - Tool And Die Maker	28.57
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	16.53
21030 - Material Coordinator	24.27
21040 - Material Expediter	24.27
21050 - Material Handling Laborer	18.12
21071 - Order Filler	13.80
21080 - Production Line Worker (Food Processing)	16.53
21110 - Shipping Packer	16.66
21130 - Shipping/Receiving Clerk	16.66
21140 - Store Worker I	15.21
21150 - Stock Clerk	19.94
21210 - Tools And Parts Attendant	16.53
21410 - Warehouse Specialist	16.53
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	34.00
23019 - Aircraft Logs and Records Technician	27.44
23021 - Aircraft Mechanic I	32.35
23022 - Aircraft Mechanic II	34.00
23023 - Aircraft Mechanic III	35.34
23040 - Aircraft Mechanic Helper	24.11
23050 - Aircraft Painter	30.70
23060 - Aircraft Servicer	27.44
23070 - Aircraft Survival Flight Equipment Technician	30.70
23080 - Aircraft Worker	29.09
23091 - Aircrew Life Support Equipment (ALSE) Mechanic I	29.09
23092 - Aircrew Life Support Equipment (ALSE) Mechanic II	32.35
23110 - Appliance Mechanic	27.22
23120 - Bicycle Repairer	21.19
23125 - Cable Splicer	36.86
23130 - Carpenter Maintenance	39.71
23140 - Carpet Layer	32.44

23160 - Electrician Maintenance	41.77
23181 - Electronics Technician Maintenance I	26.64
23182 - Electronics Technician Maintenance II	28.12
23183 - Electronics Technician Maintenance III	29.62
23260 - Fabric Worker	25.42
23290 - Fire Alarm System Mechanic	27.57
23310 - Fire Extinguisher Repairer	25.26
23311 - Fuel Distribution System Mechanic	31.86
23312 - Fuel Distribution System Operator	25.43
23370 - General Maintenance Worker	23.74
23380 - Ground Support Equipment Mechanic	32.35
23381 - Ground Support Equipment Servicer	27.44
23382 - Ground Support Equipment Worker	29.09
23391 - Gunsmith I	25.26
23392 - Gunsmith II	28.46
23393 - Gunsmith III	31.64
23410 - Heating Ventilation And Air-Conditioning Mechanic	30.27
23411 - Heating Ventilation And Air Contidioning Mechanic (Research Facility)	31.81
23430 - Heavy Equipment Mechanic	31.12
23440 - Heavy Equipment Operator	42.62
23460 - Instrument Mechanic	33.80
23465 - Laboratory/Shelter Mechanic	30.03
23470 - Laborer	13.78
23510 - Locksmith	26.26
23530 - Machinery Maintenance Mechanic	27.15
23550 - Machinist Maintenance	27.46
23580 - Maintenance Trades Helper	16.14
23591 - Metrology Technician I	33.80
23592 - Metrology Technician II	35.52
23593 - Metrology Technician III	36.93
23640 - Millwright	31.97
23710 - Office Appliance Repairer	23.17
23760 - Painter Maintenance	27.38
23790 - Pipefitter Maintenance	42.39
23810 - Plumber Maintenance	40.23

23820 - Pneudraulic Systems Mechanic	31.64
23850 - Rigger	31.60
23870 - Scale Mechanic	28.46
23890 - Sheet-Metal Worker Maintenance	41.97
23910 - Small Engine Mechanic	22.69
23931 - Telecommunications Mechanic I	29.24
23932 - Telecommunications Mechanic II	30.73
23950 - Telephone Lineman	34.65
23960 - Welder Combination Maintenance	20.97
23965 - Well Driller	36.85
23970 - Woodcraft Worker	31.64
23980 - Woodworker	25.22
24000 - Personal Needs Occupations	
24550 - Case Manager	15.53
24570 - Child Care Attendant	11.38
24580 - Child Care Center Clerk	14.27
24610 - Chore Aide	11.33
24620 - Family Readiness And Support Services Coordinator	15.53
24630 - Homemaker	16.03
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	40.61
25040 - Sewage Plant Operator	31.86
25070 - Stationary Engineer	40.61
25190 - Ventilation Equipment Tender	30.26
25210 - Water Treatment Plant Operator	31.86
27000 - Protective Service Occupations	
27004 - Alarm Monitor	26.63
27007 - Baggage Inspector	14.38
27008 - Corrections Officer	31.97
27010 - Court Security Officer	32.47
27030 - Detection Dog Handler	16.66
27040 - Detention Officer	31.97
27070 - Firefighter	34.35
27101 - Guard I	14.38
27102 - Guard II	16.66
27131 - Police Officer I	37.18

27132 - Police Officer II	41.33
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	14.11
28042 - Carnival Equipment Repairer	15.10
28043 - Carnival Worker	11.00
28210 - Gate Attendant/Gate Tender	16.44
28310 - Lifeguard	13.10
28350 - Park Attendant (Aide)	18.37
28510 - Recreation Aide/Health Facility Attendant	11.04
28515 - Recreation Specialist	18.74
28630 - Sports Official	14.64
28690 - Swimming Pool Operator	18.21
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	27.56
29020 - Hatch Tender	27.56
29030 - Line Handler	27.56
29041 - Stevedore I	26.00
29042 - Stevedore II	29.08
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist Center (HFO) (see 2)	42.93
30011 - Air Traffic Control Specialist Station (HFO) (see 2)	29.61
30012 - Air Traffic Control Specialist Terminal (HFO) (see 2)	32.60
30021 - Archeological Technician I	19.95
30022 - Archeological Technician II	22.30
30023 - Archeological Technician III	27.64
30030 - Cartographic Technician	27.64
30040 - Civil Engineering Technician	32.60
30051 - Cryogenic Technician I	30.60
30052 - Cryogenic Technician II	33.81
30061 - Drafter/CAD Operator I	19.95
30062 - Drafter/CAD Operator II	22.30
30063 - Drafter/CAD Operator III	24.85
30064 - Drafter/CAD Operator IV	30.60
30081 - Engineering Technician I	18.16
30082 - Engineering Technician II	20.39
30083 - Engineering Technician III	22.81
30084 - Engineering Technician IV	28.26

30085 - Engineering Technician V	34.56
30086 - Engineering Technician VI	45.66
30090 - Environmental Technician	22.17
30095 - Evidence Control Specialist	27.64
30210 - Laboratory Technician	23.12
30221 - Latent Fingerprint Technician I	37.22
30222 - Latent Fingerprint Technician II	41.12
30240 - Mathematical Technician	27.64
30361 - Paralegal/Legal Assistant I	21.38
30362 - Paralegal/Legal Assistant II	26.48
30363 - Paralegal/Legal Assistant III	32.39
30364 - Paralegal/Legal Assistant IV	39.18
30375 - Petroleum Supply Specialist	33.81
30390 - Photo-Optics Technician	27.64
30395 - Radiation Control Technician	33.81
30461 - Technical Writer I	26.76
30462 - Technical Writer II	32.65
30463 - Technical Writer III	39.34
30491 - Unexploded Ordnance (UXO) Technician I	27.29
30492 - Unexploded Ordnance (UXO) Technician II	33.01
30493 - Unexploded Ordnance (UXO) Technician III	39.57
30494 - Unexploded (UXO) Safety Escort	27.29
30495 - Unexploded (UXO) Sweep Personnel	27.29
30501 - Weather Forecaster I	30.60
30502 - Weather Forecaster II	37.23
30620 - Weather Observer Combined Upper Air Or	(see 2) 24.85
Surface Programs	
30621 - Weather Observer Senior	(see 2) 27.64
31000 - Transportation/Mobile Equipment Operation Occupations	
31010 - Airplane Pilot	33.01
31020 - Bus Aide	22.89
31030 - Bus Driver	30.61
31043 - Driver Courier	19.14
31260 - Parking and Lot Attendant	12.59
31290 - Shuttle Bus Driver	21.43
31310 - Taxi Driver	15.18
31361 - Truckdriver Light	21.43

31362 - Truckdriver Medium	22.78
31363 - Truckdriver Heavy	24.15
31364 - Truckdriver Tractor-Trailer	24.15
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	16.10
99030 - Cashier	10.86
99050 - Desk Clerk	11.94
99095 - Embalmer	36.37
99130 - Flight Follower	27.29
99251 - Laboratory Animal Caretaker I	14.03
99252 - Laboratory Animal Caretaker II	15.43
99260 - Marketing Analyst	28.17
99310 - Mortician	36.98
99410 - Pest Controller	19.86
99510 - Photofinishing Worker	17.45
99710 - Recycling Laborer	32.22
99711 - Recycling Specialist	37.85
99730 - Refuse Collector	29.50
99810 - Sales Clerk	13.81
99820 - School Crossing Guard	16.35
99830 - Survey Party Chief	30.76
99831 - Surveying Aide	19.29
99832 - Surveying Technician	26.44
99840 - Vending Machine Attendant	16.09
99841 - Vending Machine Repairer	19.18
99842 - Vending Machine Repairer Helper	16.09

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: Life accident and health insurance plans sick leave pension plans civic and personal leave severance pay and savings and thrift plans. Minimum employer contributions costing an average of \$4.54 per hour computed on the basis of all hours worked up to 40 hours per week by service employees employed on the contract.

HEALTH & WELFARE EO 13706: Minimum employer contributions costing an average of \$4.22 per hour computed on the basis of all hours worked up to 40 hours per week by service employees employed on the covered contracts. *

*This rate is to be used only when compensating employees for performance on an SCA-covered contract also covered by EO 13706 Establishing Paid Sick Leave for Federal Contractors. A contractor may not receive credit toward its SCA obligations for any paid sick leave provided pursuant to EO 13706.

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 eleven paid holidays per year: New Year's Day Martin Luther King Jr's Birthday Washington's Birthday Good Friday 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))."