

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30				1. REQUISITION NO. 691-15-1-5129-0008		PAGE 1 OF 41	
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NO.		5. SOLICITATION NUMBER VA262-15-Q-0337	
6. SOLICITATION ISSUE DATE 01-15-2015		7. FOR SOLICITATION INFORMATION CALL: a. NAME TUE M. TRAN		b. TELEPHONE NO. (No Collect Calls) 562-766-2302		8. OFFER DUE DATE/LOCAL TIME 01-25-2015 1:00 PM PST	
9. ISSUED BY Department of Veterans Affairs Network Contracting Office 22 4811 Airport Plaza Drive Suite 600 Long Beach CA 90815				10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED OR <input checked="" type="checkbox"/> SET ASIDE: 100 % FOR: <input checked="" type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM NAICS: <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> EDWOSB <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> 8(A) SIZE STANDARD:			
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input checked="" type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS NET 30		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				15. DELIVER TO Department of Veterans Affairs VA Greater Los Angeles Healthcare System 11301 Wilshire Blvd Los Angeles CA 90073			
16. ADMINISTERED BY Department of Veterans Affairs Network Contracting Office 22 4811 Airport Plaza Drive Suite 600 Long Beach CA 90815				17a. CONTRACTOR/OFFEROR CODE FACILITY CODE			
18a. PAYMENT WILL BE MADE BY Department of Veterans Affairs Financial Services Center P.O. Box 149971 http://www.tungsten-network.com/us/en/veteransaffairs Austin TX 78714-9971				18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM			
19. ITEM NO.				20. See CONTINUATION Page SCHEDULE OF SUPPLIES/SERVICES			
21. QUANTITY				22. UNIT			
23. UNIT PRICE				24. AMOUNT			
See attached Statement of Work for full details. Interested offeror(s) shall submit all question(s) via email to Tue Tran at tue.tran@va.gov . Ensure to reference solicitation # VA262-15-Q-0337 in the subject field. All questions shall be submitted no later than January 20, 2015, 1:00 PM PST. Interested offeror(s) shall submit a quote on a company letterhead, with itemized line items if applicable. Quote shall be submitted no later than January 25, 2015, 1:00 PM PST. Contract Type: Firm-Fixed Price (FFP) (Use Reverse and/or Attach Additional Sheets as Necessary)							
25. ACCOUNTING AND APPROPRIATION DATA See CONTINUATION Page				26. TOTAL AWARD AMOUNT (For Govt. Use Only)			
27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA <input checked="" type="checkbox"/> ARE <input checked="" type="checkbox"/> ARE NOT ATTACHED.				27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.			
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED				29. AWARD OF CONTRACT: REF. _____ OFFER DATED _____. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN IS ACCEPTED AS TO ITEMS:			
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)			
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT)		31c. DATE SIGNED	

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SECTION B - CONTINUATION OF SF 1449 BLOCKS

B.1 CONTRACT ADMINISTRATION DATA

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

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

a. CONTRACTOR:

b. GOVERNMENT: Contract Specialist, 00262, Tue M. Tran

Department of Veterans Affairs
Network Contracting Office 22
4811 Airport Plaza Drive
Suite 600
Long Beach CA 90815

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

☒ 52.232-33, Payment by Electronic Funds Transfer—System For Award Management, or
☐ 52.232-36, Payment by Third Party

3. INVOICES: Invoices shall be submitted in arrears:

a. Quarterly ☐

b. Semi-Annually ☐

c. Other ☒ After completion of each service

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

Department of Veterans Affairs
Financial Services Center
P.O. Box 149971
<http://www.tungsten-network.com/us/en/veteransaffairs>
Austin TX 78714-9971

5. Contracting Officer Representative (COR) or Designee:

Mark Sitek
Radiation Safety Officer (RSO)
Mark.sitek@va.gov
310-268-3993

The person identified above, Mark Sitek, is the Contracting Officer Representative (COR) or Designee and shall be main point of contact during the term of the contract. The person is authorized to act on behalf of the Contracting Officer in accordance with the terms and conditions set forth in the contract. The COR or Designee is not authorized to make changes to the terms and conditions, nor can he or she

authorized the Government to incur additional costs. The Contracting Officer is only person who can authorize a change to the contract. Contractor shall notify the Contracting Officer in writing and get written approval prior performing work out the scope of the contract.

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

AMENDMENT NO	DATE

STATEMENT OF WORK AND CRITERIA

I. **TITLE:**

On-Site Calibration of Radiation Detection Systems for VA Greater Los Angeles Healthcare System (VAGLAHS)

II. **BACKGROUND INFORMATION:**

The regulations in [10 CFR 20.1501 -- Subpart F, "Surveys and Monitoring – General"](#) require GLA to make surveys using appropriate instrumentation to document compliance with the regulations in [10 CFR Part 20](#). The regulations in [10 CFR 35.61, "Calibration of Survey Instruments,"](#) require that the instruments that are used for the surveys to be calibrated before first use, annually, and after repairs.

III. **OBJECTIVES:**

The purpose of this contract is to have a contractor to furnish all labor, materials, supplies, equipment, and qualified personnel to perform on-site calibrations of radiation detection equipment. The period of performance is for a base year and up to four (4) option years at the Government discretion.

IV. **PERIOD OF PERFORMANCE:**

- i. **Base Year:** February 1, 2015 through January 31, 2016
- ii. **Option Year 1:** February 1, 2016 through January 31, 2017
- iii. **Option Year 2:** February 1, 2017 through January 31, 2018
- iv. **Option Year 3:** February 1, 2018 through January 31, 2019
- v. **Option Year 4:** February 1, 2019 through January 31, 2020

V. **PLACE OF PERFORMANCE:**

VA Greater Los Angeles Healthcare System (VAGLAHS)
11301 Wilshire Blvd
Los Angeles, CA 90073

VI. **LICENSING REQUIREMENTS:**

- a. Vendor must be accredited for "Testing and Calibration" by international standard ISO/IEC17025:2005 and by national standard ANSI/NCSL Z540-3-2006.
- b. Must possess a radioactive materials license to use radioactive sources.

- c. Vendor must be licensed by the State of California or similar entity to use and transport radioactive sources (specifically Cs-137 or similar).

VII. SPECIFIC REQUIREMENTS:

- a. Schedule with Contracting Officer Representative (COR) or Designee 5 days in advance prior to start of work.
- b. Travel to VAGLAHS at least two (2) times per year to perform on-site calibrations of up to 100 radiation detecting devices of various types. The first calibration shall be performed in the month of February, and the second calibration shall be performed in the month of August. The first calibration will consist of line items **1 -58**; and the second calibration will consist of line items **59 – 95**.
- c. Provide both hard copy and electronic calibration certificates for each instrument calibrated in accordance with the regulations in 10 CFR Parts 20 and 35.
- d. Provide and place on or near each calibrated instrument a sticker identifying when and by whom the instrument was calibrated along with, the appropriate check source reading.
- e. Coordinate, package, ship, and return the repair of any instruments needing such service. The vendor will be reimbursed by GLA for actual costs associated with these activities through a purchase card.
- f. Contractor shall conform to the following policies, regulations, governing agency, and any other local, state, or Federal guidelines that are not listed here:
 - i. <http://www.nrc.gov/>
 - ii. <http://www.iso.org/iso/home.html>
 - iii. <http://www.ncsli.org/Ii/Default.aspx>
 - iv. [10 CFR 20.1501 -- Subpart F, "Surveys and Monitoring – General"](#)
 - v. [10 CFR 35.61, "Calibration of Survey Instruments,"](#)
 - vi. [10 CFR Part 20](#)

VIII. INVENTORY EQUIPMENT LISTING:

#	Calibration Date	Make	Model	Serial Number	RIP Holder	Location	Calibration Units
1	2/27/2014	Ludlum	LUD-3	151496	RSO	B-114 RM-210	CPM
2	2/28/2014	TA	TBM-3S	19213	Scremin	B-115 Rm-317	CPM
3	2/28/2014	TA	PUG-1AB	12192	Pandol	B258 RM-340	CPM
4	2/27/2014	TA	TBM-3	61134	RSO	B-114 RM-210	MR/HR
5	2/27/2014	TA	TBM-3	34509	RSO	B-114 RM-210	MR/HR
6	2/27/2014	Ludlum	3	77719	RSO	B-114 Rm-210	CPM
7	2/28/2014	TA	PUG-7	40207	RSO	B-114 RM-210	CPM
8	2/27/2014	Ludlum	3	66852	RSO	B-114 RM-210	CPM
9	2/27/2014	Biodex	3	130988	RSO	B-114 RM-210	CPM

10	2/27/2014	TA	TBM-3	5338	Farahi	Cyclotron	MR/HR
11	2/28/2014	TA	TBM-3S	4652	Lichtenstein	B-304 RM-E2-232	CPM
12	2/27/2014	Johnson	GSM-110	7667	Rettig	B-304 E1-109	CPM
13	2/27/2014	Minimonitor	M-900	31141	Pandol	B-113 RM-315	CPM
14	2/27/2014	Ludlum	Model 3	217216	RSO	B-114 RM-210	CPM
15	2/27/2014	Ludlum	LUD-3	65353	RSO	B-114 RM-210	CPM
16	2/27/2014	HPI	4020	4278	RSO	B-114 RM-210	MR/HR
17	2/28/2014	TA	TBM-3S	119050	RSO	B-114 RM-210	MR/HR
18	2/28/2014	TA	TBM-3	109288	Coyle	B-500 RM-0072	MR/HR
19	2/27/2014	Ludlum	3	66795	RSO	B-114 RM-210	CPM
20	2/28/2014	TA	TBM-3S	1090108	RSO	B-114 RM-210	CPM
21	2/27/2014	TA	TBM-3S	1090107	RSO	B-114 RM-210	MR/HR
22	2/28/2014	TA	TBM-3S	109286	RSO	B-114 RM-210	CPM
23	2/28/2014	TA	TBM-3	O99077	RSO	B-114 RM-210	CPM
24	2/28/2014	TA	TBM-3S	3815	Farahi	B304 Rm E1-213	CPM
25	2/28/2014	Thermo Scientific	RadEye B20-ER	30564	Spivey	B-218 RM-308	100 μ REM/HR CPM
26	2/27/2014	Ludlum	177	237100	Farahi	Cyclotron	CPM
27	2/27/2014	Ludlum	14C	134903	RSO	B-114 RM-210	CPM
28	2/28/2014	TA	TBM-3S	O3570	RSO	B-114 RM-210	CPM
29	2/27/2014	Ludlum	LUD-3	125052	RSO	B-114 RM-210	CPM
30	2/28/2014	Ludlum	3534-5	126536	RSO	B-500 Back Dock	UR/HR
31	2/28/2014	Ludlum	3534-5	126539	RSO	B-500 Back Dock	UR/HR
32	2/28/2014	Ludlum	375-30	183937	RSO	B-500 Back Dock	
33	2/28/2014	TA	TBM-6SP	129104	Reeve	B-115 RM-120	CPM
34	2/27/2014	TA	TBM-3S	1002	Coyle	B-500 RM-0072	CPM
35	2/28/2014	TA	TBM-6SP	791101	Pisegna	B-115 RM-314	CPM
36	2/28/2014	TA	TBM-6SP	OO1282	RSO	B-114 RM-210	CPM
37	2/28/2014	Ludlum	177	177235	Coyle	B-500 RM-0072	CPM

38	2/27/2014	Fluke	451P-Ryr	2159	RSO	B-114 RM-210	UR-R/HR
39	2/28/2014	Ludlum	375-9	254498	Farahi	Cyclotron	mR/hr
40	2/27/2014	Ludlum	300	26652	Farahi	B-345 Rm-166B	mR/hr
41	2/27/2014	Ludlum	177	237105	Farahi	B-345	CPM
42	2/28/2014	TA	TBM-6SP	3509	RSO	B-114 RM-210	CPM
43	2/27/2014	TA	SML-2	55711	Farahi	Cyc Chem Lab	CPM
44	2/27/2014	Thermo Scientific	RadEye PRD-ER	30221	RSO	B-345 RM-201	100 μ REM/HR CPM
45	2/27/2014	Johnson	GSM-10S	4369	Srivatsan	B-114 RM-210	CPM
46	2/28/2014	Ludlum	177	177274	RSO	B-114 RM-211	CPM
47	2/28/2014	Ludlum	375P	287215	RSO	TCF	KCPS
48	2/27/2014	Fluke	451P-Ryr	2156	Farahi	B-345 RM-166B	UR to R
49	2/28/2014	TA	TBM-3S	3569	Nishimura	SACC	CPM
50	4/28/2014	Thermo Scientific	RadEye B20-ER	30579	RSO	B-345 RM-201	100 μ REM/HR CPM
51	3/20/2014	HPI	4083	1713	Farahi	Cyclotron	mR/h
52	3/20/2014	HPI	4083	1714	Farahi	Cyclotron	mR/h
53	3/20/2014	HPI	4080	1715	Farahi	Cyclotron Control Room	mR/hr
54	3/20/2014	HPI	4080	1243	Farahi	Cyclotron Control Room	mR/hr
55	3/20/2014	HPI	4080	1244	Farahi	Cyclotron Control Room	mR/hr
56	3/20/2014	HPI	4080	1344	Farahi	Cyclotron Control Room	mR/hr
57	3/20/2014	HPI	4080	1345	Farahi	Cyclotron Control Room	mR/hr
58	3/20/2014	HPI	4080	1343	Farahi	Cyclotron Control Room	mR/hr
59	8/20/2014	Thermo Scientific	RadEye B20-ER	13952	RSO	B-345 RM-201	100 μ REM/HR CPM
60	8/20/2014	Thermo Scientific	RadEye B20-ER	30304	RSO	B-345 RM-201	100 μ REM/HR CPM

61	8/20/2014	TA	TBM-3S	106805	RSO	B-114 RM-210	CPM
62	8/20/2014	TA	TBM-28 floor	44511	RSO	B-114 Rm-210	CPM
63	8/21/2014	TA	TBM-28 floor	37110	RSO	B-114 RM-210	CPM
64	8/20/2014	TA	PUG-7	1709	Sachs	B-113 RM-326	CPM
65	8/20/2014	TA	TBM-3	1174	RSO	B114 RM 210	CPM
66	8/21/2014	Victoreen	450-P	1788	Coyle	B-500 NM	MR/HR
67	8/20/2014	TA	TBM-3S	19128	RSO	B-114 Rm-210	MR/HR
68	8/20/2014	TA	SML-2	44811	RSO	B-114 Rm-211	CPM
69	8/21/2014	TA	TBM-3	89124	RSO	B-114 Rm-210	MR/HR
70	8/20/2014	TA	TBM-3S	57138	Farahi	Cyclotron	CPM
71	8/20/2014	Ludlum	177hand/foot	34611	RSO	B-114 RM-211	CPM
72	8/20/2014	TA	TBM-3	O99100	RSO	B-114 RM-210	CPM
73	8/20/2014	Fluke	451P-RYR	3434	Farahi	B-345 RM-168	uR - R
74	8/20/2014	TA	TBM-3	5339	RSO	B-114 Rm-210	
75	8/21/2014	TA	TBM-28	44411	RSO	B-500 NM	CPM
76	8/20/2014	Ludlum	177	177244	RSO	B-114 RM-210	CPM
77	8/21/2014	Ludlum	52-5-1	295931	RSO	Cyclotron (QC)	
78	8/21/2014	Ludlum	ICS4000	291864	RSO	B-345 RM-201	
79	8/20/2014	TA	TBM-3	891104	RSO	B-114 RM-210	CPM
80	8/20/2014	TA	TBM-15	2653	RSO	B-114 RM-210	CPM
81	8/21/2014	HPI	4080	1326	Farahi	Cyclotron Control Room	mR/hr
82	8/21/2014	HPI	4080	1325	Farahi	Cyclotron Control Room	mR/hr
83	8/21/2014	Minimonitor	MM-900	27907	RSO	B-114 RM-210	
84	8/20/2014	TA	TBM-3S	50129	RSO	B-114 Rm -210	CPM
85	8/21/2014	TA	TBM-6SP	36910	RSO	B-114 RM-210	CPM
86	8/20/2014	TA	PUG-7	61805	Pekary	B-114 RM-205	CPM

87	8/20/2014	TA	PUG-7	O990137	Pekary	B-114 RM-205	CPM
88	8/21/2014	TA	TBM-6SP	292124	RSO	B-114 RM-210	CPM
89	8/20/2014	TA	TBM-3	44131	RSO	B-114 RM 210	MR/HR
90	8/20/2014	TA	TBM-3	O61138	RSO	B-114 RM-210	CPM
91	8/20/2014	TA	TBM-3	114154	RSO	B-114 RM-210	CPM
92	8/21/2014	TA	TBM-6SP	119225	Pekary	B-114 RM-205	CPM
93	8/21/2014	TA	TBM-6SP	99270	Coyle	B-500 RM-0086A	CPM
94	8/20/2014	TA	TBM-3	109287	RSO	B-114 RM-210	CPM
95	9/17/2014	Thermo	RadEye B20-ER	30555	RSO	B-345 RM 201	100 μ REM/HR CPM

B.3 Price/Cost Schedule

Item Information

ITEM NUMBER	DESCRIPTION OF SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1	Contract Period: Base POP Begin: 2/1/2015 POP End: 1/31/2016 On-site calibrations of radiation detection equipment. Two visits per performance year, First visit in February and second visit in August.	2.00	JB		
2	Contract Period: Option 1 POP Begin: 02-01- 2016 POP End: 01-31-2017 Option Year 1: On-site calibrations of radiation detection equipment. Two visits per performance year, First visit in February and second visit in	2.00	JB		

	August.				
3	Contract Period: 2.00 JB				
	Option 2				
	POP Begin: 02-01-2017				
	POP End: 01-31-2018				
	Option Year 2:				
	On-site calibrations of radiation detection equipment. Two visits per performance year, First visit in February and second visit in August.				
3	Contract Period: 2.00 JB				
	Option 3				
	POP Begin: 02-01-2018				
	POP End: 01-31-2019				
	Option Year 3:				
	On-site calibrations of radiation detection equipment. Two visits per performance year, First visit in February and second visit in August.				
4	Contract Period: 2.00 JB				
	Option 4				
	POP Begin: 02-01-2019				
	POP End: 01-31-2020				
	Option Year 4:				
	On-site calibrations of radiation detection equipment. Two visits per performance year, First visit in February and second visit in August.				
				GRAND TOTAL	

B.4 Delivery Schedule

ITEM NUMBER	QUANTITY	DELIVERY DATE
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1	1.00
2	1.00
3	1.00
3	1.00
4	1.00

SECTION C - CONTRACT CLAUSES

C.1 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS—COMMERCIAL ITEMS (OCT 2014)

(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) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).

Alternate I (AUG 2007) of 52.222-50 (22 U.S.C. 7104 (g)).

(2) 52.233-3, Protest After Award (Aug 1996) (31 U.S.C. 3553).

(3) 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 (APR 2010)(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 (Jul 2013) (Pub. L. 109-282) (31 U.S.C. 6101 note).

☐ (5) [Reserved]

☐ (6) 52.204-14, Service Contract Reporting Requirements (JAN 2014) (Pub. L. 111-117, section 743 of Div. C).

☐ (7) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (JAN 2014) (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. (Aug 2013) (31 U.S.C. 6101 note).

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

☐ (10) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (MAY 2012) (section 738 of Division C of Pub. L. 112-74, section 740 of Division C of Pub. L. 111-117, section 743 of Division D of Pub. L. 111-8, and section 745 of Division D of Pub. L. 110-161).

☐ (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 2014) (15 U.S.C. 637(d)(2) and (3)).

☐ (17)(i) 52.219-9, Small Business Subcontracting Plan (OCT 2014) (15 U.S.C. 637(d)(4)).

☐ (ii) Alternate I (Oct 2001) of 52.219-9.

☐ (iii) Alternate II (Oct 2001) of 52.219-9.

☐ (iv) Alternate III (OCT 2014) 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 (NOV 2011) (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 Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (Jul 2013) (15 U.S.C. 637(m)).

☐ (24) 52.219-30, Notice of Set-Aside for Women-Owned Small Business (WOSB) Concerns Eligible Under the WOSB Program (Jul 2013) (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 2014) (E.O. 13126).

☒ (27) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).

☒ (28) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).

☒ (29) 52.222-35, Equal Opportunity for Veterans (JUL 2014) (38 U.S.C. 4212).

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

☒ (31) 52.222-37, Employment Reports on Veterans (JUL 2014) (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) 52.222-54, Employment Eligibility Verification (AUG 2013). (Executive Order 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.)

☐ (34)(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.)

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

☐ (ii) Alternate I (JUN 2014) of 52.223-13.

☐ (36)(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.

☐ (37) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007)(42 U.S.C. 8259b).

☐ (38)(i) 52.223-16, Acquisition of EPEAT®-Registered Personal Computer Products (JUN 2014) (E.O.s 13423 and 13514).

☐ (ii) Alternate I (JUN 2014) of 52.223-16.

☒ (39) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011)

☐ (40) 52.225-1, Buy American—Supplies (MAY 2014) (41 U.S.C. chapter 83).

☐ (41)(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.

☐ (42) 52.225-5, Trade Agreements (NOV 2013) (19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).

☒ (43) 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).

☐ (44) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

☐ (45) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

☐ (46) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

☐ (47) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

☐ (48) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

☒ (49) 52.232-33, Payment by Electronic Funds Transfer—System for Award Management (Jul 2013) (31 U.S.C. 3332).

☐ (50) 52.232-34, Payment by Electronic Funds Transfer—Other than System for Award Management (Jul 2013) (31 U.S.C. 3332).

☐ (51) 52.232-36, Payment by Third Party (MAY 2014) (31 U.S.C. 3332).

☐ (52) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

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

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

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

☐ (1) 52.222-41, Service Contract Labor Standards (MAY 2014) (41 U.S.C. chapter 67).

☐ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

Employee Class

Monetary Wage-Fringe Benefits

☐ (3) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards—Price Adjustment (Multiple Year and Option Contracts) (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

☐ (4) 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).

☒ (5) 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).

☒ (6) 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).

☐ (7) 52.222-17, Nondisplacement of Qualified Workers (MAY 2014) (E.O. 13495).

☐ (8) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (MAY 2014) (42 U.S.C. 1792).

☐ (9) 52.237-11, Accepting and Dispensing of \$1 Coin (SEP 2008) (31 U.S.C. 5112(p)(1)).

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

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

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

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

(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

- (i) 52.203-13, Contractor Code of Business Ethics and Conduct (APR 2010) (41 U.S.C. 3509).
 - (ii) 52.219-8, Utilization of Small Business Concerns (OCT 2014) (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 \$650,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.
 - (iii) 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.
 - (iv) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).
 - (v) 52.222-35, Equal Opportunity for Veterans (JUL 2014) (38 U.S.C. 4212).
 - (vi) 52.222-36, Equal Opportunity for Workers with Disabilities (JUL 2014) (29 U.S.C. 793).
 - (vii) 52.222-37, Employment Reports on Veterans (JUL 2014) (38 U.S.C. 4212).
 - (viii) 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.
 - (ix) 52.222-41, Service Contract Labor Standards (MAY 2014) (41 U.S.C. chapter 67).
 - (x) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).
Alternate I (AUG 2007) of 52.222-50 (22 U.S.C. 7104(g)).
 - (xi) 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).
 - (xii) 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).
 - (xiii) 52.222-54, Employment Eligibility Verification (AUG 2013).
 - (xiv) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).
 - (xv) 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.
 - (xvi) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.
- (2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of Clause)

C.2 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

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

(End of Clause)

C.3 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

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

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

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 66 months.

(End of Clause)

C.4 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

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

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

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

(End of Clause)

<u>FAR</u> <u>Number</u>	<u>Title</u>	<u>Date</u>
52.232-40	PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS	DEC 2013
52.233-1	DISPUTES	MAY 2014
52.233-3	PROTEST AFTER AWARD	AUG 1996
852.203-70	COMMERCIAL ADVERTISING	JAN 2008
852.237-70	CONTRACTOR RESPONSIBILITIES	APR 1984
852.232-72	ELECTRONIC SUBMISSION OF PAYMENT REQUESTS	NOV 2012

SECTION D - CONTRACT DOCUMENTS, EXHIBITS, OR ATTACHMENTS

D.1 Other Pertinent Information

D.1.1 – CONTRACTING OFFICER REPRESENTATIVE OR DESIGNEE:

During the performance of the contract, the Government may assign a contracting officer representative (COR) or Designee as the main point of contact. The person is authorized to act on behalf of the Contracting Officer in accordance with the terms and conditions set forth in the contract. The COR or Designee is not authorized to make changes to the terms and conditions, nor can he or she authorize the Government to incur additional costs. The Contracting Officer is only person who can authorize a change to the contract. Contractor shall notify the Contracting Officer in writing and get written approval prior performing work out the scope of the contract.

D.1.2 – SECURITY, BADGES, AND PARKING:

All Contractor personnel working on VA Healthcare System grounds shall check in and out with the VA Police dispatch office.

Access to work areas, and performance monitoring will be provided by the COR or Designee.

All Contractor personnel are required to wear identification (I.D.) badges issued by the VA Security Office (located at Building 3) during the entire time they are on the Government grounds.

It is the responsibility of the contractor's personnel to park in the appropriate designated parking areas. Parking information is available from the VA Security Office. The Government shall not validate or make reimbursement for parking violations of the contractor's personnel under any circumstance.

D.1.3 – VA WEAPONS POLICY:

The possession of weapons on Government property is strictly prohibited. Enclosed containers, including tool kits, are subject to search. Violations of VA regulations may result in citations answerable in the United States Federal District Court.

D.1.4 – SMOKING POLICY:

Smoking is not permitted within or around Government property, except in designated areas.

D.1.5 – EMERGENCY CONTACT INFORMATION:

Contractor shall provide emergency point of contact in case of an emergency.

Name: _____

Telephone: _____
 Email: _____ @ _____

D.1.6 – COMPLIANCE:

The contractor shall be fully responsible for compliance with all VA, local, state, and Federal environmental/occupational safety laws, rules, policies, and regulations.

D.1.7 – CHANGES:

The contractor is advised that **only** the Contracting Officer, acting within the scope of the contract has the authority to make changes which may affect the contract terms and conditions, quality, quantity, price, and/or delivery. It is highly encouraged and advised that the contractor contact the Contracting Officer for approval in the event there are changes prior to proceeding. No other individual has the authority to make this binding changes and/or commitments.

In the event that the contractor commits to such changes at the direction of any other person than the Contracting Officer, the changes shall be considered to have been made without proper authority and no adjustment shall be made in contract price to cover any increase in costs incurred as a result thereof.

D.1.8 – HOURS OF WORK AND SCHEDULING:

- I. Performance of work shall be performed as specified herein Monday through Friday, with the exceptions of National Holidays between the hours of 7:30AM – 4:00PM.
- II. Contractor is not required to provide any service(s) on nationally recognized U.S. Government holidays, nor shall the contractor be paid for these holidays.
- III. If a holiday falls on a Sunday, the following Monday will be observed as the National Holiday. When a holiday falls on a Saturday, the preceding Friday is observed as a National Holiday by U.S. Government agencies. Also included would be any day specifically declared by the President of the United States.

D.1.9 – OVERTIME AND HOLIDAYS:

Any overtime and/or holiday pay that may be entitled to the Contractor's employee(s) shall be the sole responsibility of the Contractor and shall not be billed to nor reimbursed by the Government.

D.1.10 – NATIONAL HOLIDAYS:

Listed below are the ten (10) national holidays.

New Year's Day	January 1 st
Martin Luther King 's Birthday	Third Monday in January
President's Day	Third Monday in February

Memorial Day	Last Monday in May
Independence Day	July 4 th
Labor Day	First Monday in September
Columbus Day	Second Monday in October
Veterans Day	November 11 th
Thanksgiving Day	Fourth Thursday in November
Christmas Day	December 25 th

D.1.11 – CONTRACTOR PERSONNEL:

The Contractor is responsible for providing fully knowledgeable, trained staffs that are competent to meet the service requirements.

The parties agree that the Contractor personnel working under this contract shall not be considered VA employees for any purpose and shall be considered employees of the contractor. All Contractor personnel assigned to the performance of this contract shall wear a Contractor provided uniform or identification (I.D.) badge that clearly identifies the individual as a contractor. All Contractor personnel are required to wear I.D. badge during the entire time they are on the VA Healthcare System grounds. I.D. badges must have picture identification, name of the individual and the represented company depicted on it.

Contractor personnel shall not wear sandals, flip-flop style footwear or open toed shoes; and shall follow VA dress guidelines as applicable

All Contractor personnel shall not access locked and secured spaces without the knowledge of the Contracting Officer's Representative.

Contractor personnel shall speak fluently in English. Eating or smoking by Contractor personnel are permitted in designated areas only. Government telephones shall not be used for personal reasons.

All tasks accomplished by the Contractor personnel shall be performed to preclude damage or defacement of government-owned furnishings, fixtures, equipment and facilities. The Contractor shall report any damage observed or caused by the Contractor personnel to the COR. The Contractor shall be responsible for repair or replacement of government-owned items or facilities to previous condition, if determined to be at fault by the COR. The Contractor shall ensure that the crew assigned will be cognizant of sexual harassment, drug-free workplace and other appropriate federal employment requirements.

D.2 Equipment Inventory Listing

#	Calibration Date	Make	Model	Serial Number	RIP Holder	Location	Calibration Units
1	2/27/2014	Ludlum	LUD-3	151496	RSO	B-114 RM-210	CPM
2	2/28/2014	TA	TBM-3S	19213	Scremin	B-115 Rm-317	CPM
3	2/28/2014	TA	PUG-1AB	12192	Pandol	B258 RM-340	CPM
4	2/27/2014	TA	TBM-3	61134	RSO	B-114 RM-210	MR/HR
5	2/27/2014	TA	TBM-3	34509	RSO	B-114 RM-210	MR/HR
6	2/27/2014	Ludlum	3	77719	RSO	B-114 Rm-210	CPM
7	2/28/2014	TA	PUG-7	40207	RSO	B-114 RM-210	CPM
8	2/27/2014	Ludlum	3	66852	RSO	B-114 RM-210	CPM
9	2/27/2014	Biodex	3	130988	RSO	B-114 RM-210	CPM
10	2/27/2014	TA	TBM-3	5338	Farahi	Cyclotron	MR/HR
11	2/28/2014	TA	TBM-3S	4652	Lichtenstein	B-304 RM-E2-232	CPM
12	2/27/2014	Johnson	GSM-110	7667	Rettig	B-304 E1-109	CPM
13	2/27/2014	Minimonitor	M-900	31141	Pandol	B-113 RM-315	CPM
14	2/27/2014	Ludlum	Model 3	217216	RSO	B-114 RM-210	CPM
15	2/27/2014	Ludlum	LUD-3	65353	RSO	B-114 RM-210	CPM
16	2/27/2014	HPI	4020	4278	RSO	B-114 RM-210	MR/HR
17	2/28/2014	TA	TBM-3S	119050	RSO	B-114 RM-210	MR/HR
18	2/28/2014	TA	TBM-3	109288	Coyle	B-500 RM-0072	MR/HR
19	2/27/2014	Ludlum	3	66795	RSO	B-114 RM-210	CPM
20	2/28/2014	TA	TBM-3S	1090108	RSO	B-114 RM-210	CPM
21	2/27/2014	TA	TBM-3S	1090107	RSO	B-114 RM-210	MR/HR
22	2/28/2014	TA	TBM-3S	109286	RSO	B-114 RM-210	CPM
23	2/28/2014	TA	TBM-3	099077	RSO	B-114 RM-210	CPM
24	2/28/2014	TA	TBM-3S	3815	Farahi	B304 Rm E1-213	CPM
25	2/28/2014	Thermo Scientific	RadEye B20-ER	30564	Spivey	B-218 RM-308	100 μ REM/HR CPM
26	2/27/2014	Ludlum	177	237100	Farahi	Cyclotron	CPM
27	2/27/2014	Ludlum	14C	134903	RSO	B-114 RM-210	CPM
28	2/28/2014	TA	TBM-3S	03570	RSO	B-114 RM-210	CPM
29	2/27/2014	Ludlum	LUD-3	125052	RSO	B-114 RM-210	CPM
30	2/28/2014	Ludlum	3534-5	126536	RSO	B-500 Back Dock	UR/HR
31	2/28/2014	Ludlum	3534-5	126539	RSO	B-500 Back Dock	UR/HR
32	2/28/2014	Ludlum	375-30	183937	RSO	B-500 Back Dock	
33	2/28/2014	TA	TBM-6SP	129104	Reeve	B-115 RM-120	CPM
34	2/27/2014	TA	TBM-3S	1002	Coyle	B-500 RM-0072	CPM
35	2/28/2014	TA	TBM-6SP	791101	Pisegna	B-115 RM-314	CPM
36	2/28/2014	TA	TBM-6SP	001282	RSO	B-114 RM-210	CPM
37	2/28/2014	Ludlum	177	177235	Coyle	B-500 RM-0072	CPM
38	2/27/2014	Fluke	451P-Ryr	2159	RSO	B-114 RM-210	UR-R/HR
39	2/28/2014	Ludlum	375-9	254498	Farahi	Cyclotron	mR/hr
40	2/27/2014	Ludlum	300	26652	Farahi	B-345 Rm-166B	mR/hr
41	2/27/2014	Ludlum	177	237105	Farahi	B-345	CPM
42	2/28/2014	TA	TBM-6SP	3509	RSO	B-114 RM-210	CPM
43	2/27/2014	TA	SML-2	55711	Farahi	Cyc Chem Lab	CPM
44	2/27/2014	Thermo Scientific	RadEye PRD-ER	30221	RSO	B-345 RM-201	100 μ REM/HR CPM
45	2/27/2014	Johnson	GSM-10S	4369	Srivatsan	B-114 RM-210	CPM
46	2/28/2014	Ludlum	177	177274	RSO	B-114 RM-211	CPM

47	2/28/2014	Ludlum	375P	287215	RSO	TCF	KCPS
48	2/27/2014	Fluke	451P-Ryr	2156	Farahi	B-345 RM-166B	UR to R
49	2/28/2014	TA	TBM-3S	3569	Nishimura	SACC	CPM
50	4/28/2014	Thermo Scientific	RadEye B20-ER	30579	RSO	B-345 RM-201	100 μ REM/HR CPM
51	3/20/2014	HPI	4083	1713	Farahi	Cyclotron	mR/h
52	3/20/2014	HPI	4083	1714	Farahi	Cyclotron	mR/h
53	3/20/2014	HPI	4080	1715	Farahi	Cyclotron Control Room	mR/hr
54	3/20/2014	HPI	4080	1243	Farahi	Cyclotron Control Room	mR/hr
55	3/20/2014	HPI	4080	1244	Farahi	Cyclotron Control Room	mR/hr
56	3/20/2014	HPI	4080	1344	Farahi	Cyclotron Control Room	mR/hr
57	3/20/2014	HPI	4080	1345	Farahi	Cyclotron Control Room	mR/hr
58	3/20/2014	HPI	4080	1343	Farahi	Cyclotron Control Room	mR/hr
59	8/20/2014	Thermo Scientific	RadEye B20-ER	13952	RSO	B-345 RM-201	100 μ REM/HR CPM
60	8/20/2014	Thermo Scientific	RadEye B20-ER	30304	RSO	B-345 RM-201	100 μ REM/HR CPM
61	8/20/2014	TA	TBM-3S	106805	RSO	B-114 RM-210	CPM
62	8/20/2014	TA	TBM-28 floor	44511	RSO	B-114 Rm-210	CPM
63	8/21/2014	TA	TBM-28 floor	37110	RSO	B-114 RM-210	CPM
64	8/20/2014	TA	PUG-7	1709	Sachs	B-113 RM-326	CPM
65	8/20/2014	TA	TBM-3	1174	RSO	B114 RM 210	CPM
66	8/21/2014	Victoreen	450-P	1788	Coyle	B-500 NM	MR/HR
67	8/20/2014	TA	TBM-3S	19128	RSO	B-114 Rm-210	MR/HR
68	8/20/2014	TA	SML-2	44811	RSO	B-114 Rm-211	CPM
69	8/21/2014	TA	TBM-3	89124	RSO	B-114 Rm-210	MR/HR
70	8/20/2014	TA	TBM-3S	57138	Farahi	Cyclotron	CPM
71	8/20/2014	Ludlum	177hand/foot	34611	RSO	B-114 RM-211	CPM
72	8/20/2014	TA	TBM-3	099100	RSO	B-114 RM-210	CPM
73	8/20/2014	Fluke	451P-RYR	3434	Farahi	B-345 RM-168	uR - R
74	8/20/2014	TA	TBM-3	5339	RSO	B-114 Rm-210	
75	8/21/2014	TA	TBM-28	44411	RSO	B-500 NM	CPM
76	8/20/2014	Ludlum	177	177244	RSO	B-114 RM-210	CPM
77	8/21/2014	Ludlum	52-5-1	295931	RSO	Cyclotron (QC)	
78	8/21/2014	Ludlum	ICS4000	291864	RSO	B-345 RM-201	
79	8/20/2014	TA	TBM-3	891104	RSO	B-114 RM-210	CPM
80	8/20/2014	TA	TBM-15	2653	RSO	B-114 RM-210	CPM
81	8/21/2014	HPI	4080	1326	Farahi	Cyclotron Control Room	mR/hr
82	8/21/2014	HPI	4080	1325	Farahi	Cyclotron Control Room	mR/hr
83	8/21/2014	Minimonitor	MM-900	27907	RSO	B-114 RM-210	
84	8/20/2014	TA	TBM-3S	50129	RSO	B-114 Rm -210	CPM
85	8/21/2014	TA	TBM-6SP	36910	RSO	B-114 RM-210	CPM
86	8/20/2014	TA	PUG-7	61805	Pekary	B-114 RM-205	CPM
87	8/20/2014	TA	PUG-7	0990137	Pekary	B-114 RM-205	CPM
88	8/21/2014	TA	TBM-6SP	292124	RSO	B-114 RM-210	CPM
89	8/20/2014	TA	TBM-3	44131	RSO	B-114 RM 210	MR/HR

90	8/20/2014	TA	TBM-3	O61138	RSO	B-114 RM-210	CPM
91	8/20/2014	TA	TBM-3	114154	RSO	B-114 RM-210	CPM
92	8/21/2014	TA	TBM-6SP	119225	Pekary	B-114 RM-205	CPM
93	8/21/2014	TA	TBM-6SP	99270	Coyle	B-500 RM-0086A	CPM
94	8/20/2014	TA	TBM-3	109287	RSO	B-114 RM-210	CPM
95	9/17/2014	Thermo	RadEye B20-ER	30555	RSO	B-345 RM 201	100 µREM/HR CPM

SECTION E - SOLICITATION PROVISIONS

E.1 52.212-2 EVALUATION—COMMERCIAL ITEMS (OCT 2014)

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

“Lowest Price Technically Acceptable”

For an offer to be determined technically acceptable, all factors shall be evaluated as “acceptable” for meeting the minimum, or “unacceptable” for failing to meet the minimum technical requirements. An offer that does not meet all of the technical requirements will not be considered for award. No other rating or quantitative value will be assigned.

Non Cost Factors:

1. Offeror shall provide a valid/current copy of a California license to use and transport radioactive sources, specifically Cs-137 or similar
2. Provide a copy of an accreditation for “Testing and Calibration” by ISO/IEC17025:2005 and ANSI/NCSL Z540-3-2006

NOTICE OF LPTA PROCESS TO ALL OFFERORS

1. Offers shall be received by Contracting Officer by date designated within this solicitation.
2. All offers shall be reviewed for lowest price.
3. The lowest price offer shall be evaluated for technical acceptability or unacceptable.
4. If acceptable, the contracting officer shall proceed with award.
5. If deemed unacceptable, the next lowest priced offer shall be evaluated for technical acceptability or unacceptable requirements.
6. Therefore, this LPTA procurement will not require debriefing.

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

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

(End of Provision)

E.2 52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS— COMMERCIAL ITEMS (NOV 2014)

The offeror shall complete only paragraph (b) of this provision if the offeror has completed the annual representations and certifications electronically via <http://www.acquisition.gov>. If an offeror has not completed the annual representations and certifications electronically at the System for Award Management (SAM) website, the offeror shall complete only paragraphs (c) through (p) of this provision.

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

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

“Forced or indentured child labor” means all work or service—

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

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

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

“Inverted domestic corporation”, as used in this section, means a foreign incorporated entity which is treated as an inverted domestic corporation under 6 U.S.C. 395(b), i.e., a corporation that used to be incorporated in the United States, or used to be a partnership in the United States, but now is incorporated in a foreign country, or is a subsidiary whose parent corporation is incorporated in a foreign country, that meets the criteria specified in 6 U.S.C. 395(b), applied in accordance with the rules and definitions of 6 U.S.C. 395(c). An inverted domestic corporation as herein defined does not meet the definition of an inverted domestic corporation as defined by the Internal Revenue Code at 26 U.S.C. 7874.

“Manufactured end product” means any end product in Federal Supply Classes (FSC) 1000-9999, except—

- (1) FSC 5510, Lumber and Related Basic Wood Materials;
- (2) Federal Supply Group (FSG) 87, Agricultural Supplies;
- (3) FSG 88, Live Animals;
- (4) FSG 89, Food and Related Consumables;

- (5) FSC 9410, Crude Grades of Plant Materials;
- (6) FSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) FSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- (8) FSC 9610, Ores;
- (9) FSC 9620, Minerals, Natural and Synthetic; and
- (10) FSC 9630, Additive Metal Materials.

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

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

- (1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;
- (2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;
- (3) Consist of providing goods or services to marginalized populations of Sudan;
- (4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;
- (5) Consist of providing goods or services that are used only to promote health or education; or
- (6) Have been voluntarily suspended.

“Sensitive technology”—

- (1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically—
 - (i) To restrict the free flow of unbiased information in Iran; or
 - (ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and
- (2) Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit pursuant to section 203(b)(3) of the International Emergency Economic Powers Act (50 U.S.C. 1702(b)(3)).

“Service-disabled veteran-owned small business concern”—

(1) Means a small business concern—

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

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

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

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

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

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

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

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

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

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

(1) Directly by a parent corporation; or

(2) Through another subsidiary of a parent corporation.

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

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

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

“Women-owned business concern” means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(i) It ☐ is, ☐ is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone

employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR Part 126; and

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

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

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

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

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

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

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

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

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

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

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

the-shelf (COTS) item,” “component,” “domestic end product,” “end product,” “foreign end product,” and “United States” are defined in the clause of this solicitation entitled “Buy American—Supplies.”

(2) Foreign End Products:

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

[List as necessary]

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

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

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

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

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

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

[List as necessary]

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled “Buy American—Free Trade Agreements—Israeli Trade Act.” The offeror shall list as other foreign end

products those end products manufactured in the United States that do not qualify as domestic end products, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of “domestic end product.”

Other Foreign End Products:

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

[List as necessary]

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

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

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

Canadian End Products:

Line Item No.

[List as necessary]

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

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

Canadian or Israeli End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____

_____	_____
_____	_____

 [List as necessary]

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

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

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

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

[List as necessary]

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

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

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

Other End Products:

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

[List as necessary]

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated country end products without regard to the restrictions of the Buy American statute. The Government will consider for award only offers of U.S.-made or designated country end products unless

the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

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

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

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

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

(4) ☐ Have, ☐ have not, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied.

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

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

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

(ii) *Examples.*

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

(B) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. Sec. 6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

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

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

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

(1) *Listed end products.*

Listed End Product	Listed Countries of Origin
--------------------	----------------------------

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

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

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

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

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

(2) ☐ Outside the United States.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is

subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

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

☐ TIN: _____.

☐ TIN has been applied for.

☐ TIN is not required because:

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

☐ Offeror is an agency or instrumentality of a foreign government;

☐ Offeror is an agency or instrumentality of the Federal Government.

(4) *Type of organization.*

☐ Sole proprietorship;

☐ Partnership;

☐ Corporate entity (not tax-exempt);

☐ Corporate entity (tax-exempt);

☐ Government entity (Federal, State, or local);

☐ Foreign government;

☐ International organization per 26 CFR 1.6049-4;

☐ Other _____.

(5) *Common parent.*

☐ Offeror is not owned or controlled by a common parent;

☐ Name and TIN of common parent:

Name _____.

TIN _____.

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

(n) Prohibition on Contracting with Inverted Domestic Corporations

(1) *Relation to Internal Revenue Code.* An inverted domestic corporation as herein defined does not meet the definition of an inverted domestic corporation as defined by the Internal Revenue Code 25 U.S.C. 7874.

(2) *Representation.* By submission of its offer, the offeror represents that—

- (i) It is not an inverted domestic corporation; and
- (ii) It is not a subsidiary of an inverted domestic corporation.

(o) *Prohibition on contracting with entities engaging in certain activities or transactions relating to Iran.* (1) The offeror shall email questions concerning sensitive technology to the Department of State at CISADA106@state.gov.

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

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

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

(iii) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds \$3,000 with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked pursuant to the International Emergency Economic Powers Act (50 U.S.C. 1701 *et seq.*) (see OFAC's Specially Designated Nationals and Blocked Persons List at <http://www.treasury.gov/ofac/downloads/t11sdn.pdf>).

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

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

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

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

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

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

Immediate owner CAGE code:

Immediate owner legal name:

(Do not use a "doing business as" name)

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

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

Highest-level owner CAGE code:

Highest-level owner legal name:

(Do not use a "doing business as" name)

(End of Provision)

E.3 52.217-5 EVALUATION OF OPTIONS (JUL 1990)

Except when it is determined in accordance with FAR 17.206(b) not to be in the Government's best interests, the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).

(End of Provision)

E.4 52.222-48 EXEMPTION FROM APPLICATION OF THE SERVICE CONTRACT LABOR STANDARDS TO CONTRACTS FOR MAINTENANCE, CALIBRATION, OR REPAIR OF CERTAIN EQUIPMENT—CERTIFICATION (MAY 2014)

(a) The offeror shall check the following certification:

CERTIFICATION

The offeror ☐ does ☐ does not certify that—

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

(2) The services will be furnished at prices which are, or are based on, established catalog or market prices for the maintenance, calibration, or repair of equipment.

(i) An "established catalog price" is a price included in a catalog, price list, schedule, or other form that is regularly maintained by the manufacturer or the offeror, is either published or otherwise available

for inspection by customers, and states prices at which sales currently, or were last, made to a significant number of buyers constituting the general public.

(ii) An "established market price" is a current price, established in the usual course of trade between buyers and sellers free to bargain, which can be substantiated from sources independent of the manufacturer or offeror; and

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

(b) Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services. If the offeror certifies to the conditions in paragraph (a) of this provision, and the Contracting Officer determines in accordance with FAR 22.1003-4(c)(3) that the Service Contract Labor Standards—

(1) Will not apply to this offeror, then the Service Contract Labor Standards clause in this solicitation will not be included in any resultant contract to this offeror; or

(2) Will apply to this offeror, then the clause at 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements, in this solicitation will not be included in any resultant contract awarded to this offeror, and the offeror may be provided an opportunity to submit a new offer on that basis.

(c) If the offeror does not certify to the conditions in paragraph (a) of this provision—

(1) The clause in this solicitation at 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements, will not be included in any resultant contract awarded to this offeror; and

(2) The offeror shall notify the Contracting Officer as soon as possible, if the Contracting Officer did not attach a Service Contract Labor Standards wage determination to the solicitation.

(d) The Contracting Officer may not make an award to the offeror, if the offeror fails to execute the certification in paragraph (a) of this provision or to contact the Contracting Officer as required in paragraph (c) of this provision.

(End of Provision)