

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

1. REQUISITION NO.  
675-15-3-6632-0187

PAGE 1 OF 53

2. CONTRACT NO.	3. AWARD/EFFECTIVE DATE	4. ORDER NO.	5. SOLICITATION NUMBER VA248-15-Q-1587	6. SOLICITATION ISSUE DATE 09-01-2015
-----------------	-------------------------	--------------	---	--

7. FOR SOLICITATION INFORMATION CALL:	a. NAME Rohan McKenzie	b. TELEPHONE NO. (No Collect Calls) 407-646-4229	8. OFFER DUE DATE/LOCAL TIME 09-18-2015 2:00PM
---------------------------------------	---------------------------	---	--

9. ISSUED BY Department of Veterans Affairs Orlando VA Medical Center 5201 Raymond Street  Orlando FL 32803	CODE	10. THIS ACQUISITION IS <input checked="" type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS	<input type="checkbox"/> UNRESTRICTED OR <input checked="" type="checkbox"/> SET ASIDE: 100 % FOR: <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: 561621 SIZE STANDARD: \$20.5 Million
--	------	--	--

11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE	12. DISCOUNT TERMS	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 Orlando VA Medical Center 5201 Raymond  Orlando Fl 32803	CODE	16. ADMINISTERED BY Department of Veterans Affairs Network Contracting Activity 8 (NCO 8) Orlando VA Medical Center 5201 Raymond Street Orlando FL 32803	CODE 00675
---	------	---	---------------

17a. CONTRACTOR/OFFEROR CODE	FACILITY CODE	18a. PAYMENT WILL BE MADE BY Department of Veterans Affairs Financial Services Center  P.O. Box 149971 Austin TX 78714-9971	CODE
TELEPHONE NO.	DUNS:	DUNS+4:	PHONE: FAX:

<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER	<input type="checkbox"/> 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
(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)
--	---

<input checked="" 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 checked="" type="checkbox"/> ARE NOT ATTACHED.	<input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.
<input type="checkbox"/> 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.	<input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.
<input type="checkbox"/> 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	<input type="checkbox"/> 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

## Table of Contents

<b>SECTION A</b> .....	Error! Bookmark not defined.
A.1 SF 1449 SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS.....	<b>Error!</b> <b>Bookmark not defined.</b>
<b>SECTION B - CONTINUATION OF SF 1449 BLOCKS</b> .....	<b>4</b>
B.1 CONTRACT ADMINISTRATION DATA.....	4
B.2 LIMITATIONS ON SUBCONTRACTING-- MONITORING AND COMPLIANCE (JUN 2011).....	5
B.3 Price/Cost Schedule.....	5
Item Information.....	5
B.4 Delivery Schedule .....	7
<b>SECTION C - CONTRACT CLAUSES</b> .....	<b>10</b>
C.1 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS—COMMERCIAL ITEMS (MAY 2015).....	10
C.2 52.219-6 NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE (NOV 2011).....	16
C.3 52.232-1 PAYMENTS (APR 1984).....	16
C.4 VAAR 852.203-70 COMMERCIAL ADVERTISING (JAN 2008) .....	17
C.5 VAAR 852.232-72 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS (NOV 2012).....	17
C.6 VAAR 852.237-70 CONTRACTOR RESPONSIBILITIES (APR 1984).....	18
C.7 VAAR 852.246-70 GUARANTEE (JAN 2008).....	18
<b>SECTION D - CONTRACT DOCUMENTS, EXHIBITS, OR ATTACHMENTS</b> .....	<b>19</b>
D.1 PERFORMANCE WORK STATEMENT (PWS).....	19
Physical Access Control System (PACS) Service, Upgrade, Integration and Maintenance for the Orlando Veterans Affairs Medical Center (VAMC) Lake Nona Medical Campus .....	19
1. Introduction.....	19
2. Scope.....	19
3. General Information.....	19
4. Performance Requirements .....	19
5. Excess Hardware.....	21
6. Applicable Directives.....	21
7. System Downtime.....	21
8. General Requirements.....	21
9. Site Visit.....	22
10. Request for Information .....	23
11. Evaluation Criteria .....	23
12. Submission of Offers .....	23
A. Payment Instructions.....	23
<b>SECTION E - SOLICITATION PROVISIONS</b> .....	<b>36</b>
E.1 52.209-5 CERTIFICATION REGARDING RESPONSIBILITY MATTERS (APR 2010).....	36
E.2 52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS—COMMERCIAL ITEMS (MAR 2015).....	38

E.3 VAAR 852.252-70 SOLICITATION PROVISIONS OR CLAUSES INCORPORATED BY REFERENCE (JAN 2008).....	52
E.4 VAAR 852.270-1 REPRESENTATIVES OF CONTRACTING OFFICERS (JAN 2008)..	52
E.5 VAAR 852.273-70 LATE OFFERS (JAN 2003).....	53
E.6 VAAR 852.273-74 AWARD WITHOUT EXCHANGES (JAN 2003).....	53

## SECTION B - CONTINUATION OF SF 1449 BLOCKS

### B.1 CONTRACT ADMINISTRATION DATA

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

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

a. CONTRACTOR:

b. GOVERNMENT: Contracting Officer 00248 Kory Stiles/Rohan McKenzie

Department of Veterans Affairs

Orlando VA Medical Center

5201 Raymond Street

Orlando FL 32803

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

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

52.232-36, Payment by Third Party

3. INVOICES: Invoices shall be submitted in arrears:

a. Quarterly

b. Semi-Annually

c. Other  Based on section B.3 Price/Cost Schedule

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

Austin TX 78714-9971

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

AMENDMENT NO	DATE
--------------	------


**B.2 LIMITATIONS ON SUBCONTRACTING-- MONITORING AND COMPLIANCE (JUN 2011)**

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

(End of Clause)

**B.3 Price/Cost Schedule**

**Item Information**

ITEM NUMBER	DESCRIPTION OF SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	Clinic, Building #1: Physical Access Control System (PACS), Upgrade, Integration in accordance with the PWS.	1.00	JB	_____	_____
0002	Hospital, Building #2: Physical Access Control System (PACS), Upgrade, Integration in accordance with the PWS.	1.00	JB	_____	_____

0003	West Parking Garage, Building #3: Physical Access Control System (PACS), Upgrade, Integration in accordance with the PWS.	1.00	JB	_____	_____
0004	East Parking Garage, Building #4: Physical Access Control System (PACS), Upgrade, Integration in accordance with the PWS.	1.00	JB	_____	_____
0005	Warehouse, Building #5: Physical Access Control System (PACS), Upgrade, Integration in accordance with the PWS.	1.00	JB	_____	_____
0006	Guard House Main Entrance, Building #6: Physical Access Control System (PACS), Upgrade, Integration in accordance with the PWS.	1.00	JB	_____	_____
0007	Central Energy Plant, Building #7: Physical Access Control System (PACS), Upgrade, Integration in accordance with the PWS.	1.00	JB	_____	_____
0008	Gatehouse Service Entrance, Building #8: Physical Access Control System (PACS), Upgrade, Integration in accordance with the PWS.	1.00	JB	_____	_____
0009	Domiciliary, Building #9: Physical Access Control System	1.00	JB	_____	_____

	(PACS), Upgrade, Integration in accordance with the PWS.				
0010	Chapel, Building #10: Physical Access Control System (PACS), Upgrade, Integration in accordance with the PWS.	1.00	JB		
0011	Community Living Center, Building #11: Physical Access Control System (PACS), Upgrade, Integration in accordance with the PWS.	1.00	JB		
0012	Physical Access Control System (PACS) Service, and Maintenance for the Orlando Veterans Affairs Medical Center (VAMC) Lake Nona Medical Campus in accordance with the PWS.	12.00	MO		
				<b>GRAND TOTAL</b>	

**B.4 Delivery Schedule**

ITEM NUMBER		QUANTITY	DELIVERY DATE
0001	SHIP TO: Orlando VA Medical Center 13800 Veterans Way Orlando, FL 32827 7403  MARK FOR: Jesus (Manny) Carrillo 321-689-7080 jesus.carrillo@va.gov	1.00	September 28, 2015
0002	SHIP TO: Orlando VA Medical Center 13800 Veterans Way	1.00	September 28, 2015

		Orlando, FL 32827 7403 MARK Jesus (Manny) Carrillo FOR: 321-689-7080 jesus.carrillo@va.gov		
<b>0003</b>	SHIP TO:	Orlando VA Medical Center 13800 Veterans Way Orlando, FL 32827 7403	1.00	September 28, 2015
	MARK	Jesus (Manny) Carrillo FOR: 321-689-7080 jesus.carrillo@va.gov		
<b>0004</b>	SHIP TO:	Orlando VA Medical Center 13800 Veterans Way Orlando, FL 32827 7403	1.00	September 28, 2015
	MARK	Jesus (Manny) Carrillo FOR: 321-689-7080 jesus.carrillo@va.gov		
<b>0005</b>	SHIP TO:	Orlando VA Medical Center 13800 Veterans Way Orlando, FL 32827 7403	1.00	September 28, 2015
	MARK	Jesus (Manny) Carrillo FOR: 321-689-7080 jesus.carrillo@va.gov		
<b>0006</b>	SHIP TO:	Orlando VA Medical Center 13800 Veterans Way Orlando, FL 32827 7403	1.00	September 28, 2015
	MARK	Jesus (Manny) Carrillo FOR: 321-689-7080 jesus.carrillo@va.gov		
<b>0007</b>	SHIP TO:	Orlando VA Medical Center 13800 Veterans Way Orlando, FL 32827 7403	1.00	September 28, 2015
	MARK	Jesus (Manny) Carrillo FOR: 321-689-7080 jesus.carrillo@va.gov		
<b>0008</b>	SHIP TO:	Orlando VA Medical Center 13800 Veterans Way Orlando, FL 32827 7403	1.00	September 28, 2015
	MARK	Jesus (Manny) Carrillo FOR: 321-689-7080 jesus.carrillo@va.gov		
<b>0009</b>	SHIP TO:	Orlando VA Medical Center 13800 Veterans Way Orlando, FL 32827 7403	1.00	September 28, 2015
	MARK	Jesus (Manny) Carrillo FOR: 321-689-7080 jesus.carrillo@va.gov		

<b>0010</b>	SHIP TO: Orlando VA Medical Center 13800 Veterans Way Orlando, FL 32827 7403	1.00	September 28, 2015
	MARK Jesus (Manny) Carrillo FOR: 321-689-7080 jesus.carrillo@va.gov		
<b>0011</b>	SHIP TO: Orlando VA Medical Center 13800 Veterans Way Orlando, FL 32827 7403	1.00	September 28, 2015
	MARK Jesus (Manny) Carrillo FOR: 321-689-7080 jesus.carrillo@va.gov		
<b>0012</b>	SHIP TO: Orlando VA Medical Center 13800 Veterans Way Orlando, FL 32827 7403	12.00	September 28, 2015
	MARK Jesus (Manny) Carrillo FOR: 321-689-7080 jesus.carrillo@va.gov		

## SECTION C - CONTRACT CLAUSES

### C.1 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS—COMMERCIAL ITEMS (MAY 2015)

(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) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (Dec 2014)

(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) [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 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 (APR 2015).
- (28) 52.222-26, Equal Opportunity (APR 2015) (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)(i) 52.222-50, Combating Trafficking in Persons (MAR 2015) (22 U.S.C. chapter 78 and E.O. 13627).
- (ii) Alternate I (MAR 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).
- (34) 52.222-54, Employment Eligibility Verification (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.)
- (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)(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.
- (37)(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.
- (38) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007)(42 U.S.C. 8259b).
- (39)(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.
- (40) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011)
- (41) 52.225-1, Buy American—Supplies (MAY 2014) (41 U.S.C. chapter 83).

(42)(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.

(43) 52.225-5, Trade Agreements (NOV 2013) (19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).

(44) 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).

(45) 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).

(46) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

(47) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

(48) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

(49) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

(50) 52.232-33, Payment by Electronic Funds Transfer—System for Award Management (Jul 2013) (31 U.S.C. 3332).

(51) 52.232-34, Payment by Electronic Funds Transfer—Other than System for Award Management (Jul 2013) (31 U.S.C. 3332).

(52) 52.232-36, Payment by Third Party (MAY 2014) (31 U.S.C. 3332).

(53) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

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

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

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

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

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

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

Employee Class

Monetary Wage-Fringe Benefits

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

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

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

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

(8) 52.222-55, Minimum Wages Under Executive Order 13658 (DEC 2014) (Executive Order 13658).

(9) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (MAY 2014) (42 U.S.C. 1792).

(10) 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) 52.222-21, Prohibition of Segregated Facilities (APR 2015).
- (v) 52.222-26, Equal Opportunity (APR 2015) (E.O. 11246).
- (vi) 52.222-35, Equal Opportunity for Veterans (JUL 2014) (38 U.S.C. 4212).
- (vii) 52.222-36, Equal Opportunity for Workers with Disabilities (JUL 2014) (29 U.S.C. 793).
- (viii) 52.222-37, Employment Reports on Veterans (JUL 2014) (38 U.S.C. 4212).
- (ix) 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.
- (x) 52.222-41, Service Contract Labor Standards (MAY 2014) (41 U.S.C. chapter 67).
- (xi)(A) 52.222-50, Combating Trafficking in Persons (MAR 2015) (22 U.S.C. chapter 78 and E.O. 13627).
- (B) Alternate I (MAR 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).
- (xii) 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).
- (xiii) 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).
- (xiv) 52.222-54, Employment Eligibility Verification (AUG 2013).
- (xv) 52.222-55, Minimum Wages Under Executive Order 13658 (DEC 2014) (E.O. 13658).
- (xvi) 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).
- (xvii) 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.

(xviii) 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 52.219-6 NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE (NOV 2011)**

(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. Offers received from concerns that are not small business concerns shall be considered nonresponsive and will be rejected.

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

(d) *Agreement.* A small business concern submitting an offer in its own name shall furnish, in performing the contract, only end items manufactured or produced by small business concerns in the United States or its outlying areas. If this procurement is processed under simplified acquisition procedures and the total amount of this contract does not exceed \$25,000, a small business concern may furnish the product of any domestic firm. This paragraph does not apply to construction or service contracts.

(End of Clause)

## **C.3 52.232-1 PAYMENTS (APR 1984)**

The Government shall pay the Contractor, upon the submission of proper invoices or vouchers, the prices stipulated in this contract for supplies delivered and accepted or services rendered and accepted, less any deductions provided in this contract. Unless otherwise specified in this contract, payment shall be made on partial deliveries accepted by the Government if:

(a) The amount due on the deliveries warrants it; or

(b) The Contractor requests it and the amount due on the deliveries is at least \$1,000 or 50 percent of the total contract price.

(End of Clause)

#### C.4 VAAR 852.203-70 COMMERCIAL ADVERTISING (JAN 2008)

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

(End of Clause)

#### C.5 VAAR 852.232-72 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS (NOV 2012)

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

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

(2) *Designated agency office* has the meaning given in 5 CFR 1315.2(m).

(3) *Electronic form* means an automated system transmitting information electronically according to the

Accepted electronic data transmission methods and formats identified in paragraph (c) of this clause. Facsimile, email, and scanned documents are not acceptable electronic forms for submission of payment requests.

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

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

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

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

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

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

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

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

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

(End of Clause)

### **C.6 VAAR 852.237-70 CONTRACTOR RESPONSIBILITIES (APR 1984)**

The contractor shall obtain all necessary licenses and/or permits required to perform this work. He/she shall take all reasonable precautions necessary to protect persons and property from injury or damage during the performance of this contract. He/she shall be responsible for any injury to himself/herself, his/her employees, as well as for any damage to personal or public property that occurs during the performance of this contract that is caused by his/her employees fault or negligence, and shall maintain personal liability and property damage insurance having coverage for a limit as required by the laws of the State of Florida. 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.7 VAAR 852.246-70 GUARANTEE (JAN 2008)**

The contractor guarantees the equipment against defective material, workmanship and performance for a period of 12 Months, said guarantee to run from date of acceptance of the equipment by the Government. The contractor agrees to furnish, without cost to the Government, replacement of all parts and material that are found to be defective during the guarantee period. Replacement of material and parts will be furnished to the Government at the point of installation, if installation is within the continental United States, or f.o.b. the continental U.S. port to be designated by the contracting officer if installation is outside of the continental United States. Cost of installation of replacement material and parts shall be borne by the contractor.

(End of Clause)

## **SECTION D - CONTRACT DOCUMENTS, EXHIBITS, OR ATTACHMENTS**

### **D.1 PERFORMANCE WORK STATEMENT (PWS)**

#### **Physical Access Control System (PACS) Service, Upgrade, Integration and Maintenance for the Orlando Veterans Affairs Medical Center (VAMC) Lake Nona Medical Campus**

##### **1. Introduction**

Currently, the Orlando VAMC has a limited PACS system in the hospital and clinic areas. They are not compliant with VA Personal Identity Verification (PIV) card system and access control system. The outlying buildings on the campus have a robust system but it is not integrated with all buildings and central monitoring station and server. The entire existing system must be upgraded and several existing components replaced due to incapability with VA PIV Cards and damage that occurred during construction activities. Therefore, the Government needs a vendor that can upgrade and integrate the following access control components:

- Control panels
- Card readers, keypad & non-keypad
- Electro-mechanical locking device
- Magnetic locking devices
- Glass break detectors
- Intercom Access System (AIPhone)
- CCTV Cameras
- Door contacts
- Network video recorders (NVR)
- Tamper switches
- Request to exit device

The VA would also like to have maintenance and service for all components related to the PACS System.

##### **2. Scope**

Contractor shall provide all labor, material/hardware, software, tools, and equipment for the upgrade, integration, and service of the PACS system at Orlando VAMC Lake Nona Medical Campus

##### **3. General Information**

###### **3.1. Type of Contract**

###### **3.1.1. Firm-Fixed Price**

##### **4. Performance Requirements**

- 4.1. Contractor shall enable existing AMAG Symmetry Enterprise Pro Hardware and software in clinic/hospital to function on an interim basis

- 4.1.1. Function with existing PIV cards based on VA Priority
- 4.1.2. Program clinic and hospital Enterprise Pro server database with current installed card readers, door contacts, Request to Exit (REX), locking devices and all other sensors currently attached to control panels
- 4.1.3. Program clinic and hospital Enterprise Pro server database to accommodate access control through AIPhone
- 4.1.4. Program door groups and access times per VA requirements
- 4.2. Contractor shall flash upgrade or replace all Homeland Security Edition AMAG control panels
  - 4.2.1. Must be compatible with existing AMAG Symmetry Homeland Security Server Software
  - 4.2.2. Program each access point, network interface card and additional boards connected to the control panel
    - 4.2.2.1. All control panels must have their own network interface card
  - 4.2.3. Test and verify that connectivity, communication protocol, and response
  - 4.2.4. Program bio-metric hand readers for access control with PACS system
  - 4.2.5. Verify battery backup, sister boards communication and programming
  - 4.2.6. Verify input/output modules, baud rate and power supply
  - 4.2.7. Transfer information from Enterprise Pro server to the Enterprise Homeland Security Server
- 4.3. Contractor shall replace all existing card readers
  - 4.3.1. Card readers must be AMAG Symmetry Homeland Security compatible to read full PIV encryption stream and PIV issue numbers
  - 4.3.2. Program card readers to control panels and Symmetry Homeland Security server software
- 4.4. Contractor must integrate all current Pelco CCTV camera systems with AMAG Symmetry Homeland Security server software
  - 4.4.1. Control CCTV cameras from the AMAG Systems
  - 4.4.2. During alarm, CCTV cameras will be programmed to primary VA Police Dispatch monitor
  - 4.4.3. All cameras must be programmed with in camera motion sensor
  - 4.4.4. All cameras and NVR's must be programmed to record for a minimum of 30 days
- 4.5. Contractor must program all PACS components in the AMAG Symmetry Homeland Security server
  - 4.5.1. Control panels
  - 4.5.2. Card readers keypad & non-keypad
  - 4.5.3. Electro-mechanical
  - 4.5.4. Magnetic locking devices
  - 4.5.5. Glass break detectors
  - 4.5.6. Intercom Access System (AIPhone)
  - 4.5.7. CCTV
  - 4.5.8. Door contacts
  - 4.5.9. NVR
  - 4.5.10. Tamper switches
  - 4.5.11. REX
- 4.6. Contractor must provide full-service and maintenance on current PACS system
  - 4.6.1. Contractor must provide:
    - 4.6.1.1. 24/7 customer service help desk

- 4.6.1.2. 24 hour on-site response for non-emergencies
  - 4.6.1.3. 4-hour on-site response for emergencies
  - 4.6.1.4. 100% parts and labor for all repairs, servicing, maintenance and upgrades
  - 4.6.1.5. All unrepairable parts/pieces need to be returned to the VA
  - 4.6.1.6. Preventative Maintenance (PM) Inspection of all PACS components
- 4.7. Contract shall provide training to VA Police staff on PACS components
- 4.7.1. Semi-annual training for up to 10 personnel
  - 4.7.2. Major changes/upgrades training on an as needed basis for any major changes or upgrades to the system for up 10 personnel
- 4.8. Deliverables
- 4.8.1. Results of PM inspection

## 5. Excess Hardware

- 5.1. All hardware not used during upgrade and integration shall be returned to the VA

## 6. Applicable Directives

- 6.1. Federal Information Processing Standard (FIPS) 201-2
- 6.2. National Institute of Standards and Technology (NIST) Special Publications 800-96 *PIV Card to Reader Interoperability Guidelines*
- 6.3. Homeland Security Presidential Directive (HSPD)

## 7. System Downtime

- 7.1. During upgrades and integration, only one communication room panel can be offline at one time due to ongoing operations at the medical center

## 8. General Requirements

- 8.1. Contractor Personnel, Disciplines and Specialties
  - 8.1.1. Pelco Certified Technicians
  - 8.1.2. AMAG Certified Engineer
- 8.2. Place of Performance and Hours of Work
  - 8.2.1. Place of Performance
    - 8.2.1.1. 13800 Veterans Way, Orlando, FL 32827
  - 8.2.2. Hours of Work
    - 8.2.2.1. Normal Workdays are Monday through Friday, 8:00am to 4:30pm Except Weekends and Federal Holidays (see list of holidays below)

New Year's Day	Labor Day
Martin Luther King Day	Columbus Day
Presidents' Day	Veterans' Day
Memorial Day	Thanksgiving Day
Independence Day	Christmas Day
    - 8.2.2.2. Work outside of the normal workdays/hours can only be authorized by the COR

8.2.2.3. All requests must be made 48 hours prior to work beginning outside normal workdays/hours

8.3. Security/Privacy

8.3.1. The position has been determined to be LIMITED IMPACT based on contractor's access to government facilities therefore, a NACI investigation is needed. Contractor employees may need to submit SF 85, finger print card, VA Form 0710, Authority for Release of Information Form and OF Form 306 & 612 to the VHA Service Center (VSC Security) within 5 days of award of contract.

8.4. Quality

8.4.1. The government shall monitor the contractor's performance under this contract in accordance with Performance Requirement Summary (PRS) and Government's Quality Assurance Surveillance Plan

8.4.2. PRS:

Requirements	Standards	Acceptable Quality Level
4.2. Contractor shall flash upgrade or replace all AMAG control panels 4.3. Contractor shall replace all existing card readers 4.4. Contractor must integrate all current Pelco CCTV camera systems with AMAG Symmetry Homeland Security server software 4.5. Contractor must program all PACS components in the AMAG Symmetry Homeland Security server	100% capability of monitoring all PACS components from central monitoring stations and server	N/A
4.6. Contractor must provide full-service and maintenance on current PACS system	24/7 customer service help desk support	No more than 2 missed calls per 30 days
4.6. Contractor must provide full-service and maintenance on current PACS system	24-hour onsite response for non-emergencies	N/A
4.6. Contractor must provide full-service and maintenance on current PACS system	4-hour on-site response for emergency/critical	N/A

9. Site Visit

9.1. Site visit is scheduled for **September 7, 2015**, at 10:00AM. Location of visit; 13800 Veterans Way, **Guard House Main Entrance building #6**, Orlando, FL 32827. Please provide name and phone number of contractor's representative that will be present for the site visit no later than 2 business days prior to the scheduled visit. Submit name to [rohan.mckenzie@va.gov](mailto:rohan.mckenzie@va.gov). Please reference "VA248-15-Q-1587, Site Visit, "Maintenance & Support Services CCTV AMAG Security Access Control Systems," in the subject line.

## 10. Request for Information

10.1. Submit Request for Information to [rohan.mckenzie@va.gov](mailto:rohan.mckenzie@va.gov) at or before **2:00PM, September 10, 2015**.

## 11. Evaluation Criteria

11.1. The government will award a contract to the vendor that has the lowest price technically acceptable offer

11.1.1. Technical acceptability will be determined by the offer that provides AMAG certification.

## 12. Submission of Offers

12.1 Submit signed and dated SF1449 to [rohan.mckenzie@va.gov](mailto:rohan.mckenzie@va.gov) at or before the specified time in this solicitation. As a minimum, offers must show; solicitation number, name, address, telephone number of the offeror, terms of any express warranty, price, discount terms and acknowledgement of solicitation amendments.

### A. Payment Instructions

1. On November 27, 2012 the VA published a final rule in the Federal Register requiring vendors to submit invoices electronically to the FSC. This rule became effective December 27, 2012. As of April 10, 2013 the FSC is no longer accepting mailed or fax invoices from your company. Please re-submit your invoice in an electronic format directly to the FSC.

Rule in the Federal Register:

<https://www.federalregister.gov/articles/2012/11/27/2012-28612/va-acquisition-regulation-electronic-submission-of-payment-requests>

Vendors have a choice on how to electronically invoice the FSC:

1. The FSC uses a third-party contractor, OB10, to transition vendors from paper to electronic invoice submission. Please see OB10 contact information below to begin submitting electronic invoices, free of charge.
2. A system that conforms to the X12 electronic data interchange (EDI) formats established by the Accredited Standards Center

chartered by the American National Standards Institute. The X12 EDI Web site <http://www.x12.org>.

If you have questions on how to proceed with electronic invoicing, you may contact OB10 at 1-877-752-0900 option 2 or visit their website at [www.ob10.com/veteransaffairs](http://www.ob10.com/veteransaffairs). If you believe EDI is a better business solution for your company, you may contact our EDI Department at 512-460-5332 [sarah.snyder2@va.gov](mailto:sarah.snyder2@va.gov) or 512-460-5085 [stephen.bodnarchuck@va.gov](mailto:stephen.bodnarchuck@va.gov).

WD 05-2123 (Rev.-16) was first posted on [www.wdol.gov](http://www.wdol.gov) on 12/30/2014

\*\*\*\*\*  
 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  
 |  
 |  
 | Wage Determination No.: 2005-2123  
 Diane C. Koplewski Division of | Revision No.: 16  
 Director Wage Determinations | Date Of Revision: 12/22/2014

Note: Executive Order (EO) 13658 establishes an hourly minimum wage of \$10.10 for 2015 that applies to all contracts subject to the Service Contract Act for which the solicitation is 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 \$10.10 (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract. 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](http://www.dol.gov/whd/govcontracts).

State: Florida

Area: Florida Counties of Orange, Osceola, Seminole

---

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

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		12.83
01012 - Accounting Clerk II		14.39
01013 - Accounting Clerk III		16.10
01020 - Administrative Assistant		20.26
01040 - Court Reporter		19.01
01051 - Data Entry Operator I		11.67

01052 - Data Entry Operator II	13.25
01060 - Dispatcher, Motor Vehicle	17.17
01070 - Document Preparation Clerk	12.27
01090 - Duplicating Machine Operator	12.00
01111 - General Clerk I	11.78
01112 - General Clerk II	12.86
01113 - General Clerk III	14.43
01120 - Housing Referral Assistant	18.23
01141 - Messenger Courier	11.28
01191 - Order Clerk I	11.88
01192 - Order Clerk II	12.96
01261 - Personnel Assistant (Employment) I	13.74
01262 - Personnel Assistant (Employment) II	15.77
01263 - Personnel Assistant (Employment) III	17.14
01270 - Production Control Clerk	18.85
01280 - Receptionist	12.05
01290 - Rental Clerk	13.74
01300 - Scheduler, Maintenance	14.16
01311 - Secretary I	14.16
01312 - Secretary II	16.35
01313 - Secretary III	18.23
01320 - Service Order Dispatcher	14.87
01410 - Supply Technician	21.79
01420 - Survey Worker	15.33
01531 - Travel Clerk I	12.32
01532 - Travel Clerk II	12.86
01533 - Travel Clerk III	13.44
01611 - Word Processor I	14.54
01612 - Word Processor II	16.32
01613 - Word Processor III	18.25
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	19.45
05010 - Automotive Electrician	17.28
05040 - Automotive Glass Installer	16.36
05070 - Automotive Worker	16.36
05110 - Mobile Equipment Servicer	13.56
05130 - Motor Equipment Metal Mechanic	18.18
05160 - Motor Equipment Metal Worker	16.36
05190 - Motor Vehicle Mechanic	18.18
05220 - Motor Vehicle Mechanic Helper	13.10
05250 - Motor Vehicle Upholstery Worker	15.80
05280 - Motor Vehicle Wrecker	16.37
05310 - Painter, Automotive	17.92
05340 - Radiator Repair Specialist	16.36
05370 - Tire Repairer	10.83
05400 - Transmission Repair Specialist	18.18
07000 - Food Preparation And Service Occupations	
07010 - Baker	11.42
07041 - Cook I	10.88
07042 - Cook II	12.39
07070 - Dishwasher	8.71
07130 - Food Service Worker	9.24

07210 - Meat Cutter	12.62
07260 - Waiter/Waitress	9.61
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	14.18
09040 - Furniture Handler	9.40
09080 - Furniture Refinisher	14.18
09090 - Furniture Refinisher Helper	11.04
09110 - Furniture Repairer, Minor	12.53
09130 - Upholsterer	14.72
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	10.22
11060 - Elevator Operator	10.13
11090 - Gardener	13.71
11122 - Housekeeping Aide	10.49
11150 - Janitor	10.71
11210 - Laborer, Grounds Maintenance	11.17
11240 - Maid or Houseman	9.70
11260 - Pruner	9.83
11270 - Tractor Operator	12.62
11330 - Trail Maintenance Worker	10.53
11360 - Window Cleaner	13.14
12000 - Health Occupations	
12010 - Ambulance Driver	15.90
12011 - Breath Alcohol Technician	16.12
12012 - Certified Occupational Therapist Assistant	26.19
12015 - Certified Physical Therapist Assistant	25.00
12020 - Dental Assistant	16.71
12025 - Dental Hygienist	30.66
12030 - EKG Technician	20.11
12035 - Electroneurodiagnostic Technologist	20.11
12040 - Emergency Medical Technician	15.90
12071 - Licensed Practical Nurse I	14.95
12072 - Licensed Practical Nurse II	16.72
12073 - Licensed Practical Nurse III	18.65
12100 - Medical Assistant	13.32
12130 - Medical Laboratory Technician	17.14
12160 - Medical Record Clerk	14.88
12190 - Medical Record Technician	14.89
12195 - Medical Transcriptionist	15.03
12210 - Nuclear Medicine Technologist	30.76
12221 - Nursing Assistant I	9.39
12222 - Nursing Assistant II	10.56
12223 - Nursing Assistant III	11.12
12224 - Nursing Assistant IV	12.46
12235 - Optical Dispenser	19.70
12236 - Optical Technician	16.81
12250 - Pharmacy Technician	15.85
12280 - Phlebotomist	12.46
12305 - Radiologic Technologist	22.22
12311 - Registered Nurse I	22.12
12312 - Registered Nurse II	27.06
12313 - Registered Nurse II, Specialist	27.06

12314 - Registered Nurse III	32.74
12315 - Registered Nurse III, Anesthetist	32.74
12316 - Registered Nurse IV	39.23
12317 - Scheduler (Drug and Alcohol Testing)	22.12
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	18.37
13012 - Exhibits Specialist II	22.76
13013 - Exhibits Specialist III	27.81
13041 - Illustrator I	21.64
13042 - Illustrator II	25.12
13043 - Illustrator III	31.42
13047 - Librarian	27.87
13050 - Library Aide/Clerk	12.77
13054 - Library Information Technology Systems Administrator	25.12
13058 - Library Technician	13.93
13061 - Media Specialist I	16.23
13062 - Media Specialist II	17.11
13063 - Media Specialist III	19.07
13071 - Photographer I	13.91
13072 - Photographer II	15.91
13073 - Photographer III	19.29
13074 - Photographer IV	23.54
13075 - Photographer V	28.55
13110 - Video Teleconference Technician	17.85
14000 - Information Technology Occupations	
14041 - Computer Operator I	17.38
14042 - Computer Operator II	19.58
14043 - Computer Operator III	22.42
14044 - Computer Operator IV	24.72
14045 - Computer Operator V	27.37
14071 - Computer Programmer I	(see 1) 22.24
14072 - Computer Programmer II	(see 1) 27.56
14073 - Computer Programmer III	(see 1)
14074 - Computer Programmer IV	(see 1)
14101 - Computer Systems Analyst I	(see 1)
14102 - Computer Systems Analyst II	(see 1)
14103 - Computer Systems Analyst III	(see 1)
14150 - Peripheral Equipment Operator	17.38
14160 - Personal Computer Support Technician	24.72
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	28.67
15020 - Aircrew Training Devices Instructor (Rated)	39.50
15030 - Air Crew Training Devices Instructor (Pilot)	41.13
15050 - Computer Based Training Specialist / Instructor	30.03
15060 - Educational Technologist	28.24
15070 - Flight Instructor (Pilot)	41.13
15080 - Graphic Artist	22.58
15090 - Technical Instructor	20.56
15095 - Technical Instructor/Course Developer	25.15
15110 - Test Proctor	16.59
15120 - Tutor	16.59

16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations	
16010 - Assembler	9.54
16030 - Counter Attendant	9.54
16040 - Dry Cleaner	11.46
16070 - Finisher, Flatwork, Machine	9.54
16090 - Presser, Hand	9.54
16110 - Presser, Machine, Drycleaning	9.54
16130 - Presser, Machine, Shirts	9.54
16160 - Presser, Machine, Wearing Apparel, Laundry	9.54
16190 - Sewing Machine Operator	12.20
16220 - Tailor	12.84
16250 - Washer, Machine	10.13
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	15.60
19040 - Tool And Die Maker	19.67
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	13.44
21030 - Material Coordinator	18.74
21040 - Material Expediter	18.74
21050 - Material Handling Laborer	10.95
21071 - Order Filler	11.41
21080 - Production Line Worker (Food Processing)	13.44
21110 - Shipping Packer	12.46
21130 - Shipping/Receiving Clerk	12.46
21140 - Store Worker I	9.67
21150 - Stock Clerk	13.77
21210 - Tools And Parts Attendant	13.48
21410 - Warehouse Specialist	13.75
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	25.23
23021 - Aircraft Mechanic I	23.79
23022 - Aircraft Mechanic II	25.23
23023 - Aircraft Mechanic III	32.17
23040 - Aircraft Mechanic Helper	17.62
23050 - Aircraft, Painter	22.20
23060 - Aircraft Servicer	19.97
23080 - Aircraft Worker	21.39
23110 - Appliance Mechanic	18.09
23120 - Bicycle Repairer	12.47
23125 - Cable Splicer	24.89
23130 - Carpenter, Maintenance	17.26
23140 - Carpet Layer	17.76
23160 - Electrician, Maintenance	18.03
23181 - Electronics Technician Maintenance I	18.27
23182 - Electronics Technician Maintenance II	19.57
23183 - Electronics Technician Maintenance III	20.85
23260 - Fabric Worker	15.74
23290 - Fire Alarm System Mechanic	18.68
23310 - Fire Extinguisher Repairer	14.55
23311 - Fuel Distribution System Mechanic	19.15
23312 - Fuel Distribution System Operator	16.65
23370 - General Maintenance Worker	15.66

23380 - Ground Support Equipment Mechanic	23.76
23381 - Ground Support Equipment Servicer	19.95
23382 - Ground Support Equipment Worker	21.37
23391 - Gunsmith I	14.55
23392 - Gunsmith II	16.89
23393 - Gunsmith III	19.27
23410 - Heating, Ventilation And Air-Conditioning Mechanic	16.94
23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	18.33
23430 - Heavy Equipment Mechanic	18.96
23440 - Heavy Equipment Operator	16.93
23460 - Instrument Mechanic	18.69
23465 - Laboratory/Shelter Mechanic	18.09
23470 - Laborer	12.73
23510 - Locksmith	17.34
23530 - Machinery Maintenance Mechanic	19.66
23550 - Machinist, Maintenance	17.28
23580 - Maintenance Trades Helper	12.84
23591 - Metrology Technician I	18.69
23592 - Metrology Technician II	19.82
23593 - Metrology Technician III	20.97
23640 - Millwright	20.77
23710 - Office Appliance Repairer	18.26
23760 - Painter, Maintenance	14.70
23790 - Pipefitter, Maintenance	16.69
23810 - Plumber, Maintenance	15.86
23820 - Pneudraulic Systems Mechanic	19.27
23850 - Rigger	20.99
23870 - Scale Mechanic	16.89
23890 - Sheet-Metal Worker, Maintenance	17.37
23910 - Small Engine Mechanic	15.35
23931 - Telecommunications Mechanic I	20.77
23932 - Telecommunications Mechanic II	22.02
23950 - Telephone Lineman	20.19
23960 - Welder, Combination, Maintenance	17.45
23965 - Well Driller	19.27
23970 - Woodcraft Worker	19.27
23980 - Woodworker	13.94
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	11.67
24580 - Child Care Center Clerk	14.56
24610 - Chore Aide	9.22
24620 - Family Readiness And Support Services Coordinator	14.56
24630 - Homemaker	17.53
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	23.83
25040 - Sewage Plant Operator	19.63
25070 - Stationary Engineer	23.83
25190 - Ventilation Equipment Tender	13.45
25210 - Water Treatment Plant Operator	19.63

27000 - Protective Service Occupations	
27004 - Alarm Monitor	16.54
27007 - Baggage Inspector	11.12
27008 - Corrections Officer	20.09
27010 - Court Security Officer	20.47
27030 - Detection Dog Handler	16.11
27040 - Detention Officer	20.09
27070 - Firefighter	17.72
27101 - Guard I	11.12
27102 - Guard II	16.05
27131 - Police Officer I	23.56
27132 - Police Officer II	26.18
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	12.86
28042 - Carnival Equipment Repairer	13.66
28043 - Carnival Equipment Worker	10.52
28210 - Gate Attendant/Gate Tender	12.08
28310 - Lifeguard	11.34
28350 - Park Attendant (Aide)	14.24
28510 - Recreation Aide/Health Facility Attendant	9.56
28515 - Recreation Specialist	13.01
28630 - Sports Official	11.34
28690 - Swimming Pool Operator	17.85
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	20.61
29020 - Hatch Tender	20.61
29030 - Line Handler	20.61
29041 - Stevedore I	18.19
29042 - Stevedore II	22.07
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	35.77
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	24.66
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	27.16
30021 - Archeological Technician I	17.87
30022 - Archeological Technician II	19.99
30023 - Archeological Technician III	25.89
30030 - Cartographic Technician	25.56
30040 - Civil Engineering Technician	21.23
30061 - Drafter/CAD Operator I	17.87
30062 - Drafter/CAD Operator II	19.99
30063 - Drafter/CAD Operator III	22.30
30064 - Drafter/CAD Operator IV	27.43
30081 - Engineering Technician I	15.95
30082 - Engineering Technician II	17.87
30083 - Engineering Technician III	20.85
30084 - Engineering Technician IV	24.77
30085 - Engineering Technician V	30.30
30086 - Engineering Technician VI	36.66
30090 - Environmental Technician	17.42
30210 - Laboratory Technician	18.95
30240 - Mathematical Technician	24.18
30361 - Paralegal/Legal Assistant I	19.15

30362 - Paralegal/Legal Assistant II	22.65
30363 - Paralegal/Legal Assistant III	27.70
30364 - Paralegal/Legal Assistant IV	33.61
30390 - Photo-Optics Technician	24.77
30461 - Technical Writer I	19.45
30462 - Technical Writer II	23.79
30463 - Technical Writer III	27.41
30491 - Unexploded Ordnance (UXO) Technician I	22.74
30492 - Unexploded Ordnance (UXO) Technician II	27.51
30493 - Unexploded Ordnance (UXO) Technician III	32.97
30494 - Unexploded (UXO) Safety Escort	22.74
30495 - Unexploded (UXO) Sweep Personnel	22.74
30620 - Weather Observer, Combined Upper Air Or	(see 2) 22.30
Surface Programs	
30621 - Weather Observer, Senior	(see 2) 24.77
31000 - Transportation/Mobile Equipment Operation Occupations	
31020 - Bus Aide	9.19
31030 - Bus Driver	15.24
31043 - Driver Courier	13.30
31260 - Parking and Lot Attendant	9.04
31290 - Shuttle Bus Driver	15.10
31310 - Taxi Driver	10.99
31361 - Truckdriver, Light	15.10
31362 - Truckdriver, Medium	16.10
31363 - Truckdriver, Heavy	18.56
31364 - Truckdriver, Tractor-Trailer	18.56
99000 - Miscellaneous Occupations	
99030 - Cashier	9.94
99050 - Desk Clerk	12.38
99095 - Embalmer	22.06
99251 - Laboratory Animal Caretaker I	9.98
99252 - Laboratory Animal Caretaker II	10.48
99310 - Mortician	24.41
99410 - Pest Controller	15.51
99510 - Photofinishing Worker	12.51
99710 - Recycling Laborer	16.26
99711 - Recycling Specialist	19.07
99730 - Refuse Collector	14.43
99810 - Sales Clerk	13.66
99820 - School Crossing Guard	9.24
99830 - Survey Party Chief	18.23
99831 - Surveying Aide	12.51
99832 - Surveying Technician	17.15
99840 - Vending Machine Attendant	12.90
99841 - Vending Machine Repairer	16.51
99842 - Vending Machine Repairer Helper	13.05

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$4.02 per hour or \$160.80 per week or \$696.79 per month

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

HOLIDAYS: A minimum of ten paid holidays per year, New Year's Day, Martin Luther King Jr's Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4174)

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, dyeing, 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 regrading 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.

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition, April 2006, unless otherwise indicated. Copies of the Directory are available on the Internet. A links to the Directory may be found on the WHD home page at <http://www.dol.gov/esa/whd/> or through the Wage Determinations On-Line (WDOL) Web site at <http://wdol.gov/>.

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. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C)(vi)} 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 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 Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).

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 decision to the contractor.

6) The contractor informs the affected employees.

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" (the Directory) should be used to compare job definitions to insure 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.

## SECTION E - SOLICITATION PROVISIONS

### E.1 52.209-5 CERTIFICATION REGARDING RESPONSIBILITY MATTERS (APR 2010)

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that—

(i) The Offeror and/or any of its Principals—

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

(B) 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 public (Federal, State, or local) 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 (if offeror checks "have," the offeror shall also see 52.209-7, if included in this solicitation);

(C) Are [ ] are not [ ] presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision; and

(D) 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.

(1) Federal taxes are considered delinquent if both of the following criteria apply:

(i) *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.

(ii) *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.

(2) *Examples.*

(i) 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.

(ii) 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.

(iii) 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.

(iv) 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).

(ii) The Offeror has [ ] has not [ ], within a 3-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) Principal, for the purposes of this certification, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a division or business segment; and similar positions).

THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(End of Provision)

ADDENDUM to FAR 52.212-1 INSTRUCTIONS TO OFFERORS—COMMERCIAL ITEMS

Provisions 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 provisions are incorporated into 52.212-1 as an addendum to this solicitation:

## **E.2 52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS— COMMERCIAL ITEMS (MAR 2015)**

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

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

- (1) PSC 5510, Lumber and Related Basic Wood Materials;
- (2) Product or Service Group (PSG) 87, Agricultural Supplies;
- (3) PSG 88, Live Animals;

- (4) PSG 89, Subsistence;
- (5) PSC 9410, Crude Grades of Plant Materials;
- (6) PSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) PSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- (8) PSC 9610, Ores;
- (9) PSC 9620, Minerals, Natural and Synthetic; and
- (10) PSC 9630, Additive Metal Materials.

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

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

(2) Representation. 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](mailto: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 VAAR 852.252-70 SOLICITATION PROVISIONS OR CLAUSES INCORPORATED BY REFERENCE (JAN 2008)**

The following provisions or clauses incorporated by reference in this solicitation must be completed by the offeror or prospective contractor and submitted with the quotation or offer. Copies of these provisions or clauses are available on the Internet at the Web sites provided in the provision at FAR 52.252-1, Solicitation Provisions Incorporated by Reference, or the clause at FAR 52.252-2, Clauses Incorporated by Reference. Copies may also be obtained from the contracting officer.

[Contracting officer shall list all FAR and 48 CFR Chapter 8 (VAAR) provisions and clauses incorporated by reference that must be completed by the offeror or prospective contractor and submitted with the quotation or offer.]

(End of Provision)

### **E.4 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 Provision)

### **E.5 VAAR 852.273-70 LATE OFFERS (JAN 2003)**

This provision replaces paragraph (f) of FAR provision 52.212-1. Offers or modifications of offers received after the time set forth in a request for quotations or request for proposals may be considered, at the discretion of the contracting officer, if determined to be in the best interest of the Government. Late bids submitted in response to an invitation for bid (IFB) will not be considered.

(End of Provision)

### **E.6 VAAR 852.273-74 AWARD WITHOUT EXCHANGES (JAN 2003)**

The Government intends to evaluate proposals and award a contract without exchanges with offerors. Therefore, each initial offer should contain the offeror's best terms from a cost or price and technical standpoint. However, the Government reserves the right to conduct exchanges if later determined by the contracting officer to be necessary.

(End of Provision)