

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

1. REQUISITION NO.  
504-16-3-6133-0017

PAGE 1 OF 57

2. CONTRACT NO. 3. AWARD/EFFECTIVE DATE 4. ORDER NO. 5. SOLICITATION NUMBER  
VA258-16-R-0435 6. SOLICITATION ISSUE DATE  
05-26-2016

7. FOR SOLICITATION INFORMATION CALL: a. NAME  
Mark Branum b. TELEPHONE NO. (No Collect Calls)  
806-354-7841 8. OFFER DUE DATE/LOCAL TIME  
06-06-2016 NOON

9. ISSUED BY CODE 00504  
00504  
Department of Veterans Affairs  
Contracting Section  
7201 I-40 West Suite 100  
Amarillo TX 79106

10. THIS ACQUISITION IS  UNRESTRICTED OR  SET ASIDE: 100 % FOR:  
 SMALL BUSINESS  WOMEN-OWNED SMALL BUSINESS  
(WOSB) ELIGIBLE UNDER THE WOMEN-OWNED  
 HUBZONE SMALL BUSINESS  SMALL BUSINESS PROGRAM NAICS: 561621  
 SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS  EDWOSB SIZE STANDARD:  
\$20.5 Million  
 8(A)

11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED  
 SEE SCHEDULE

12. DISCOUNT TERMS

13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)

13b. RATING N/A

14. METHOD OF SOLICITATION  
 RFQ  IFB  RFP

15. DELIVER TO CODE  
Department of Veterans Affairs  
Engineering  
6010 Amarillo Blvd W  
Amarillo TX 79106

16. ADMINISTERED BY CODE 00504  
Department of Veterans Affairs  
Contracting Section  
7201 I-40 West Suite 100  
Amarillo TX 79106

17a. CONTRACTOR/OFFEROR CODE FACILITY CODE

18a. PAYMENT WILL BE MADE BY CODE  
Department of Veterans Affairs  
FMS-VA-FSC  
PO Box 149971  
Austin TX 78714-9971

TELEPHONE NO. DUNS: DUNS+4: PHONE: FAX:

17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER

18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED  
 SEE ADDENDUM

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	<p>See CONTINUATION Page</p> <p>Please see Performance Work Statement, pages 6-13.</p> <p>Please see Price/Cost Schedule, pages 14-17.</p> <p>(Use Reverse and/or Attach Additional Sheets as Necessary)</p>				

25. ACCOUNTING AND APPROPRIATION DATA  
504-3660162-6133-850300-2543 0100421G3

26. TOTAL AWARD AMOUNT (For Govt. Use Only)

27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA  ARE  ARE NOT ATTACHED.

27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA  ARE  ARE NOT ATTACHED

28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN ONE COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED

29. AWARD OF CONTRACT: REF. \_\_\_\_\_ OFFER DATED \_\_\_\_\_ YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN IS ACCEPTED AS TO ITEMS:

30a. SIGNATURE OF OFFEROR/CONTRACTOR 31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)

30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT) 30c. DATE SIGNED 31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) 31c. DATE SIGNED

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## SECTION B - CONTINUATION OF SF 1449 BLOCKS

### B.1 CONTRACT ADMINISTRATION DATA

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

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

a. CONTRACTOR:

b. GOVERNMENT: Contracting Officer 36C258

00504

Department of Veterans Affairs

Contracting Section

7201 I-40 West Suite 100

Amarillo TX 79106

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

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

52.232-36, Payment by Third Party

3. INVOICES: Invoices shall be submitted in arrears:

a. Quarterly

b. Semi-Annually

c. Other  Monthly

4. GOVERNMENT INVOICE 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

FMS-VA-FSC

PO 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.

## **B.3 SUBCONTRACTING COMMITMENTS--MONITORING AND COMPLIANCE (JUN 2011)**

This solicitation includes VAAR 852.215-70, Service-Disabled Veteran-Owned and Veteran-Owned Small Business Evaluation Factors, and VAAR 852.215-71, Evaluation Factor Commitments. Accordingly, any contract resulting from this solicitation will include these clauses. The contractor is advised in performing contract administration functions, the CO may use the services of a support contractor(s) to assist in assessing contractor compliance with the subcontracting commitments incorporated into the contract. To that end, the support contractor(s) may require access to the contractor's business records or other proprietary data to review such business records regarding contract 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 compliance with the subcontracting commitments.

## PERFORMANCE WORK STATEMENT (PWS)

### 1. **Contract Title:** AMAG Service and Support Contract

### 2. **Background:**

The Physical Access Control System, (PACS) is an AMAG Technology, Homeland Security Edition (HSE), Security Management System (SMS) version 7.1, utilizing model 2100 and 2150 style controllers, structured so as to provide continuous control and monitoring of (189) doors and (73) video security cameras in multiple locations throughout the Amarillo VA HealthCare System, (AVAHCS). The SMS system is running on (2) Dell R520 servers, (1) for the SMS and the other for video storage. The AVAHCS consists of the Thomas E Creek VA Medical Center in Amarillo Texas, an Outpatient Clinics in Lubbock Texas, (3) Community Based Outpatient Clinics, (CBOC), (1) in Dalhart Texas, (1) in Clovis New Mexico, and (1) in Childress Texas. The AVAHCS also has (2) Vet Centers, located in Amarillo and Lubbock and the NCO 18 Contracting Office in Amarillo. The PACS, is/will be, interconnected providing two-way communications via VLAN to the Security Management System Database, (SMS) and Networked Video Recorder servers, (NVR), located at the Thomas E Creek facility in Amarillo Texas. 100% daily operability is required to maintain the continuity of the PACS System. A Contract is needed to install, upgrade, repair and maintain all aspects of the current PACS System (AMAG), including Original Equipment Manufacture technical and software support agreement, (SSA) Servers Operating systems and Microsoft SQL.

### 3. **Scope:**

The Contractor shall perform a system inspection and operability check to insure 100% system operability and stability. The Contractor will replace the SMS Database server and NVR server with new Servers running the latest Microsoft Server operating system, SQL and AMAG HSE Enterprise SMS database and video software. Contractor shall provide a tape backup system to archive the video data for 1 year. Server, NVR and archival tape drive must meet and surpass AMAG technical specification and recommendations. Contractor shall maintain the SMS Database, NVR and Archival tape system at the newest versions of Homeland Security Edition software and options. Contractor shall provide and maintain access to AMAG's technical support via an annual Site Support Agreement, (SSA), and provide support documentation, and maintenance on existing door hardware, control panels, cabinets, video cameras, and servers, (hardware and software). On a yearly basis Contractor shall add new doors and cameras to the system, (including additional licensure and video data storage), increasing system capabilities.

### 4. **Specific Tasks:**

#### 4.1 **System Stability:**

System stability is defined as all hardware properly installed as per Amag Technology installation instructions, U.S. Department of Veteran Affairs Physical Security Design Manual for Life Safety and Mission Critical Facilities dated January 2015, VA Engineering Specifications, and VA Handbook 0730/4. If it is discovered that any door or camera hardware or wiring is not installed to the AMAG standard the door or camera will be corrected to meet the current approved AMAG installation standard by the Contractor under this contract. This is to include but not limited to, wiring of all hardware at the door or camera and AMAG Controllers. The contractor will also be responsible for verifying and correcting any software configuration errors within the AMAG system, including but not limited to, the Server operating system, and Microsoft SQL. The contractor will provide support in correcting the current configuration to include but not limited to hours, time codes, holidays, schedules, predefined, and triggers. All work listed above will be covered under this contract before the system can be cleared as being stable.

#### 4.2 **Identify, Label and Creation of CAD Documents:**

The Contractor will label all cameras, readers, and wires in the existing AMAG enclosures. The Contractor will create CAD documents for all security equipment with locations of readers, cameras, encoders, enclosures, and badging station. The CAD drawings will be added into the AMAG system and configured to work with alarms within the software and a hard copy provided to Police Service. The Contractor will identify all wiring, programming, and installation issues and correct to AMAG standard.

#### 4.3 **Service Hours:**

The Contractor will provide a block of 100 Service Hours (not to include travel time) for the Amarillo VA Health Care System to utilize in any way they feel necessary to be used for AMAG support after System Stability standards are met and Identifying, Labeling and CAD documents are finished.

#### **4.4 Equipment Repair and Replacement:**

4.4.1 Card reader failures will be replaced with Amag S884-KP Smart Card Reader (for inside mounting), S874-EX-KP (for outside mounting).

4.4.2 NIC will be replaced with the AMAG required card for the style of control board the failure occurred on.

4.4.3 M2100 4Door Controller Units, (4DCU) will be replaced with new 4DCU unless not available then they will be replaced with M2150 8DBU.

#### **4.5 Support Requests and Reports:**

The Contractor must provide a Web Based Support Site so that Amarillo VA staff can request and track all support calls. The website must give the Amarillo VA System the ability to open support tickets and track status, 24/7. The Amarillo System must also have the ability to login to the support website and run reports of past support tickets every quarter.

#### **4.6 On-Site Response Requirements:**

##### **4.6.1 High Priority Support Request:**

If the Amarillo AMAG system is experiencing an 80% to 100% system outage, or a server is down, the Contractor shall have a tech onsite within 24 hours. This will also include High priority doors to sensitive areas. These items consist of:

Canteen Office

Agent Cashier

Pharmacy Drug Storage areas

IT Data Centers and Server rooms

Biomedical Data Center and Server rooms

Telephone Equipment room

Evidence Storage room

Weapon Storage/Armory

Laboratory

Nuclear Medicine Hot room

IT Equipment Storage room

IDF room

Pharmacy Dispensing Areas

Ward and Treatment Areas

##### **4.6.2 Medium Priority Support Request:**

If the Amarillo AMAG system is experiencing a 40% to 80% system outage, the Contractor shall have a tech onsite within 48 hours. This will also include medium priority doors and medium priority cameras. These items consist of:

Canteen Storage Areas

Patient Records

Warehouse Storage

Central Linen Issue

Police Operations office

Primary Outside Entrances

Pharmacy related Cameras

ATM camera

IT/PBX Related cameras

Outside Surveillance cameras

##### **4.6.3 Low Priority Support Request:**

If the Amarillo AM AG system is experiencing a 0% to 40% system outage, the Contractor shall have a tech onsite within 48 to 72 hours. This will also include low priority doors and low priority cameras. These items consist of :

Secondary Outside entrances

Non-Patient Care Related offices

New Linen Storage

Main Electrical Rooms

All other interior cameras

## 4.7 New IP cameras:

The Contractor will add and install (10) Axis Interior IP cameras with motion detection and (6) Axis Exterior IP PTZ cameras with motion detection at the Amarillo VA HealthCare System facilities, throughout the physical year at location specified below. Installation of cameras will not count against the block of 100 Service Hours. Installation will include but not limited to all parts, supplies, installation, Amag licensure and programing into the AMAG System. Parts are to include but not limited to conduit,(where required), wiring, mounting hardware, heater for outside cameras, and power over Ethernet, (PoE) injectors where PoE switches are not sufficient. Parts will also include additional servers and or raid hard drives as needed, to maintain the ability to store 30 days of video storage. Installation must meet the AMAG standard so to not void any part of the AMAG warranty. All installation must meet Local and Federal Police Service regulations.

### 4.7.1 Base Year Interior Camera Locations:

- Bldg. 28, Inside of loading dock doors
- Bldg. 49, Warehouse storage, (2 cameras)
- Bldg. 01, Police Evidence room
- Bldg. 28, Canteen Dining room, (2 cameras)
- Bldg. 29, 1st floor outside of Elevators
- Bldg. 29, 2nd floor outside of Elevators
- Bldg. 01, North Courtyard Stairwells doors, (looking out)
- Bldg. 01, South Courtyard Stairwells doors, (looking out)

### 4.7.2 Option Year 1 Interior Camera Locations:

- Bldg. 34, Front Entrance doors, (looking out)
- Bldg. 34, Rear Entrance doors, (looking out)
- Bldg. 34, Engineering Entrance doors, (looking out)
- Bldg. 14, Break Area and Locksmith door
- Bldg. 28, Main Lobby Elevators, (lobby side)
- Bldg. 28, Main Lobby Elevators, (back side)
- Bldg. 01, Outside of Elevators
- Bldg. 29, CLC Entrance, (looking out)
- Bldg. 29, CLC-A/Bldg. 29 Entrance, (looking in)
- Bldg. 29, CLC-B/Bldg. 29 Entrance, (looking in)

### 4.7.3 Option Year 2 Interior Camera Locations:

- Bldg. 04, Outside VBA, (looking to Mailroom)
- Bldg. 04, Northwest door, (looking out)
- Bldg. 01, Hallway to Bldg. 4, (looking west covering outside and courtyard doors.  
7 cameras, location to be determined)

### 4.7.4 Base Year Exterior Camera Locations:

- Bldg. 45, Outside Entrances (4 cameras)
- Bldg. 1, Outside North Courtyard Stairwell Entrance
- Bldg. 1, Outside South Courtyard Stairwell Entrance

### 4.7.5 Option Year 1 Exterior Camera Locations:

- Bldg. 11, Outside Main Entrance, (mounted on Bldg. 19)
- Bldg. 11, Front of Building
- Bldg. 11, Rear of Building, (covering rear entrances)
- Bldg. 32, Front of Building, (covering entrances)
- Doctors Parking lot, (facing south)
- Doctors Parking lot, (facing north)

### 4.7.6 Option Year 2 Exterior Camera Locations:

- EMS Storage area (5cameras)
- Bldg. 49, Front of Warehouse, (east end of Bldg.)



## 4.8 New Access Control Doors:

The Contractor will add (8) Access Control Doors for the Amarillo VA HealthCare System throughout the year as specified below. Additional card reader licenses will be provided by the Contractor when system limit is within 10 readers of the limit. Installation of doors will not count against the block of 100 Service Hours. Installation will include but not limited to all parts, supplies, installation and programming into the AMAG system. Parts are to include but not limited to conduit, wiring, and hardware. Installation must meet the AMAG standards and meet or exceed the U.S. Department of Veteran Affairs Physical Security Design Manual for Life Safety and Mission Critical Facilities dated January 2015, VA Engineering Specifications, and VA Handbook 0730/4. In all cases a walk-thru by the Contractor, COR and or designated VA representative, will be mandatory for each door site, regardless of suggested door configuration listed below, to prevent confusion on the configuration . Once installation is done the door must be 100% functional and configured in AMAG. VA Locksmith or appointed replacement will key the core when installed. Use of buttons, or motion detectors to send the Request to Exit signals, or the installation of magnetic locks must be approved in writing and approved by the Contracting Officer for usage.

### 4.8.1 Suggested Door Configuration for Single Solid Core/ Metal Door:

- Amag S884-KP Smart Card Reader (for inside mounting), S874-EX-KP (for outside mounting)
- Electric door hinge
- Electric door strike with latch bolt monitoring
- Electric door hardware with request to exit, (RTE) and Best Lock Core on outside, (Fire rated for fire doors.)  
(Interior grade door hardware for inside doors and exterior grade for exterior doors)

### 4.8.2 Suggested Door Configuration for Double Solid Core/Metal Door:

- Amag S884-KP Smart Card Reader (for inside mounting), S874-EX-KP (for outside mounting)
- (2)Electric door hinges
- Electric door strike with latch bolt monitoring and magnetic door monitoring on secondary door
- Electric door hardware with request to exit, (RTE) built in. (Fire rated for fire doors.)  
(Interior grade door hardware for inside doors and exterior grade for exterior doors)

### 4.8.3 Suggested Door Configuration for Single Metal Framed Glass Door:

- Amag S884-KP Smart Card Reader (for inside mounting), S874-EX-KP (for outside mounting)
- Electric Hinge or Recessed door umbilical for door hardware
- Electric strike where possible, else 24vdc Magnetic lock with 24vdc power supply
- Panic bar or touch bar with Request To Exit, (RTE) and Best Lock Core on outside, (Fire rated for fire doors.) (Interior grade of inside doors and exterior grade for exterior doors)
- Latch bolt monitoring where possible, else magnetic door monitoring
- Fire alarm interface (to shutoff magnetic lock during an alarm)

### 4.8.4 Suggested Door Configuration for Double Metal Framed Glass Doors:

- Amag S884-KP Smart Card Reader (for inside mounting), S874-EX-KP (for outside mounting)
- (2) Electric Hinge or Recessed door umbilical for door hardware
- Electric strike where possible, else 24vdc Magnetic lock with 24vdc power supply
- Panic bar or touch bar with Request To Exit, (RTE) and Best Lock Core on outside, (Fire rated for fire doors.) (Interior grade of inside doors and exterior grade for exterior doors)
- Latch bolt monitoring where possible, else Magnetic door monitoring on both doors
- Fire alarm interface (to shutoff magnetic lock during an alarm)

### 4.8.5 Base Year Door Locations:

- Bldg. 12, Northwest outside door
- Bldg. 29, CLC-A Secured Unit
- Bldg. 98, LOPC Warehouse door
- Bldg. 98, LOPC Staff Entrance door
- Bldg. 98, LOPC IDF closet, room 203
- Bldg. 98, LOPC Southeast outside door
- Bldg. 98, LOPC Police Office
- Clovis CBOC, IDF closet room 115

4.8.6 Option Year 1 Door Locations:

- Clovis CBOC, Rear, Staff Entrance
- Clovis CBOC, Waiting room to Clinic East door
- Clovis CBOC, Waiting room to Clinic West door
- Bldg. 35, Lodge East Outside door
- Bldg. 35, Lodge East Outside door
- Bldg. 35, Lodge West Outside door
- Bldg. 35, Lodge Rear Outside door
- Bldg. 47, Engineering Warehouse Entrance door

4.8.7 Option Year 2 Door Locations:

- Bldg. 11, Room 0003, Outside door
- Bldg. 11, Room 0004, Outside door
- Bldg. 11, Stairwell, Outside door
- Bldg. 11, Room 0008, Outside door
- Bldg. 11, Room 0007, Outside door
- Bldg. 11, Room 0001, Rear Outside door
- Bldg. 11, Hallway Double Outside doors
- Bldg. 11, Front Hallway Outside door

Deliverables:

- Door hardware, cameras and card readers for new door and camera installation must be on site within 90 days of contract award.
- New door and camera installations must be 100 percent complete within 180 days of contract award.
- SSA agreement must be in place and active within 7 days of contract award.

**4.9 New Servers:**

4.9.1 SMS Database Server : Must be 19” rack mountable unit, running the latest Microsoft Server operating system, SQL, AMAG HSE Enterprise Security Management System and Video NVR software. Server must have at a minimum of (2) Gigabyte capable ethernet connections, DVD read/writable drive, memory must surpass the Microsoft recommended required and all hard drive slots filled with Raid 5 formatted of no less than 4gb each drive. The SMS Server must meet and surpass AMAG technical specification and recommendations. Server installation and configuration must be a turnkey operation.

4.9.2 Network Video Recorder Server (NVR): Must be 19” rack mountable unit running the latest Microsoft Server operating system, SQL, AMAG HSE Enterprise Security Management System and Video NVR software. Server must have at a minimum of (2) Gigabyte capable ethernet connections, DVD read/writable drive, memory must surpass the Microsoft recommended required capacity for operating system and all hard drive slots filled with Raid 5 formatted drives to support 6 months of storage. Hard drive storage must be scalable to support the addition of added cameras listed in section 4.7. Server must meet and surpass AMAG technical specification and recommendations. Server installation and configuration must be a turnkey operation.

4.9.3 Network Attached Storage (NAS) archival server: Must be 19” rack mountable unit, running the latest Microsoft Server operating system must have at a minimum of (2) Gigabyte capable ethernet connections and the ability to store 365 days of video on replaceable, minimum 6TB, Linear Tape-Open-7 (LTO-7) tape autoloader. The server must surpass the minimum memory required by Microsoft operating system software and have space (7) for blank LTO cartridges that the system can initialize and use when cartridges become full. The NAS archival sever/autoloader must meet and surpass AMAG technical specification and recommendations. Server installation and configuration must be a turnkey operation.

**4.10 System Software Options:**

The following system software options and licensure will be provided by the Contractor for base year and each option year.

- 4.10.1 Threat level Manager
- 4.10.2 Symmetry Complete View Video Management
- 4.10.3 Intercom Control Integration
- 4.10.4 Intrusion Management
- 4.10.5 Safety Roll Call – Muster

**4.11 Control Cabinet Backup Batteries:** All control cabinet backup batteries must be replaced within 90 days of contract award, and again in each option year exercised .

#### **4.12 Yearly Operator Training:**

The Contractor will provide Operator training on the system, (within 30 days of contract award and renewal), for new Employees and for all new system operating options yearly.

#### **5. Performance Monitoring:**

- 5.1 The COR will maintain a record for Service Calls and daily reports during camera and door installations.
- 5.2 The COR and or Approved VA alternate will visually inspect work site of door and camera installations for cleanliness and that the ICRA and ILSM are posted and followed.
- 5.3 The COR will monitor and report to the CO, quarterly or more frequently, if problems become trending, on contract completion percentage in relation to stated delivery dates.

#### **6. Security Requirements:**

There will be access to VA Sensitive Information in the form of Staff Personal Identifiable Information, PII with this contract. The Contractor will need access to the Amag Security Management System database server and Networked Video Recorder, NVR server. They will need to make a copy of the database to be sent to the Amag Corporation to be modified to work with new levels of system software. The Contractor will be required to check in with the Police Service and the COR or Designated VA Alternate, to get a Contractors Visitor Badge when onsite. If the Contractor needs access to any Sensitive Areas, the Contractor will be escorted by a Full Time VA Authorized Employee.

#### **7. Government-Furnished Equipment (GFE)/Government-Furnished Information (GFI):**

NO GFE or GFI will be provided. Contractor shall be responsible for all replacement parts.

#### **8. Other Pertinent Information or Special Considerations:**

##### **8.1 Certifications:**

The Contractor must be an AMAG Certified Reseller in good standings with AMAG. The Contractor must provide a copy of their AMAG certification card, showing they are in good standing. The Contractor must have at minimum (2) current Certified Symmetry Essentials AMAG Installers. The installers must have also been trained on AMAG 7.0.1. or higher. The Contractor must be trained in Microsoft Windows Server Operating systems and SQL or be able to provide access to a trained technician within the priority time frame stated in paragraph 4.6.1. This is needed to maintain a high level of support at all times. All work performed on AMAG Servers and Workstations by the Contractor must also be performed by a Certified Symmetry Essentials AMAG Installers.

##### **8.2 Identification of Possible Follow-on Work:**

This contract is for a Base year with the availability of 2 option years. Paragraph 4.1 referencing System Stability is only applicable to the Base period of performance. All other paragraphs apply to the entire period of performance under any contract award.

##### **8.3 Packaging, Packing and Shipping Instructions:**

The Amarillo System will provide a secured staging & storage area for project related materials.

##### **8.4 Inspection and Acceptance Criteria:**

The COR or designated VA alternate will be responsible for certifying that the work done under the contract is performed to time and standard. They are also responsible for assuring the inspection and acceptance of products provided are incidental to services.

##### **8.5 Facility Polices:**

Contractor shall follow all local parking and smoking regulations.

## **8.6 OSHA Training:**

The onsite supervisor must have his or her 30 hour OSHA card. Onsite techs must have their 10 hour OSHA card.

## **8.7 Firewall Penetrations:**

All holes made through firewalls will be filled with VA approved red fire caulk or fire sleeve. All penetrations shall be inspected by COR or designated VA replacement.

## **8.8 Infectious Control Risk Assessment, (ICRA) and Interim Life Safety Measures, (ILSM):**

The Contractor shall keep in their possession in plain sight their signed ICRA and ILSM for the installation job they are performing, for the duration of the job.

## **8.9 Contractors Equipment and Ladders:**

Contractor tools and equipment shall be in good working order and have all the appropriate OSHA decals and/or applicable identification for use on the facility.

## **8.10 V.A. Holidays:**

Work shall be accomplished Monday-Friday 8:00am-4:30pm.

National Holidays: The 10 holidays observed by the Federal Government are:

- New Year's Day
- Martin Luther King's Birthday
- Presidents Day
- Memorial Day
- Independence Day
- Labor Day
- Columbus Day
- Veterans Day
- Thanksgiving Day
- Christmas Day

And any other day specifically declared by the President of the United States to be a national holiday.

## **9. Risk Control:**

There will be approved ICRA and an ILSM for all work done that may put Staff or Patients at risk.

## **10. Place of Performance:**

Amarillo VA HealthCare System. (Consisting of)

10.1 Thomas E Creek VA Medical Center

6010 Amarillo Blvd. West  
Amarillo TX. 79106

10.2 Amarillo Vet Center

3414 Olsen Blvd. Suite E  
Amarillo, TX. 79109

10.3 NCO 18 Contracting

7201 I-40 West, Suite 100  
Amarillo TX. 79106

10.4 Lubbock Outpatient Clinic  
6104 Avenue Q South Drive  
Lubbock, TX 79412

10.5 Lubbock Vet Center  
3106 50th St. Suite 4000  
Lubbock TX. 79413

10.6 Clovis Community Based Outpatient Clinic  
921 East Llano Estacado  
Clovis, NM 88101

10.7 Dalhart Community Based Outpatient Clinic  
325 Denver Ave  
Dalhart, TX 79022

10.8 Childress Community Based Outpatient Clinic  
1001 Highway 83 North  
Childress, TX 79201

**B.4 PRICE/COST SCHEDULE****ITEM INFORMATION**

<b>ITEM NUMBER</b>	<b>DESCRIPTION OF SUPPLIES/SERVICES</b>	<b>QUANTITY</b>	<b>UNIT</b>	<b>UNIT PRICE</b>	<b>AMOUNT</b>
<b>0001</b>	In accordance with the PWS, contractor shall perform a system inspection and operability check; replace SMS Database server and NVR server; provide a tape backup system; maintain the SMS Database, NVR and Archival tape system; provide and maintain access to AMAG's technical support via an annual Site Support Agreement (SSA); provide support documentation, and maintenance on existing door hardware, control panels, cabinets, video cameras, and servers, (hardware and software); label all cameras, readers, and wires in the existing AMAG enclosures; create CAD documents in accordance with the PWS	1.00	EA	_____	_____
<b>0002</b>	Contractor shall provide all labor, materials and equipment to install (10) Axis Interior IP cameras with motion detection in accordance with the PWS	10.00	EA	_____	_____
<b>0003</b>	Contractor shall provide all labor, materials and equipment to install (6) Axis Exterior IP PTZ cameras with motion detection in accordance with the PWS	6.00	EA	_____	_____
<b>0004</b>	Contractor shall provide all labor, materials and equipment to install (8) Access Control Doors in accordance with the PWS	8.00	EA	_____	_____
<b>0005</b>	Contractor shall provide a block of 100 Service Hours for AMAG support in accordance with the	100.00	EA	_____	_____

PWS					
<b>0006</b>	Over and Above work. Quotations for repairs, parts, or services not covered under Item Numbers 0001-0005 shall be submitted no later than three (3) days following discovery by Contractor for review and approval.	1.00	EA	_____	_____
<b>1001</b>	Option Year 1. In accordance with the PWS, contractor shall maintain the SMS Database, NVR and Archival tape system; provide and maintain access to AMAG's technical support via an annual Site Support Agreement (SSA); provide support documentation, and maintenance on existing door hardware, control panels, cabinets, video cameras, and servers, (hardware and software); label all cameras, readers, and wires in the existing AMAG enclosures; create CAD documents in accordance with the PWS	1.00	EA	_____	_____
<b>1002</b>	Option Year 1. Contractor shall provide all labor, materials and equipment to install (10) Axis Interior IP cameras with motion detection in accordance with the PWS	10.00	EA	_____	_____
<b>1003</b>	Option Year 1. Contractor shall provide all labor, materials and equipment to install (6) Axis Exterior IP PTZ cameras with motion detection in accordance with the PWS	6.00	EA	_____	_____
<b>1004</b>	Option Year 1. Contractor shall provide all labor, materials and equipment to install (8) Access Control Doors in accordance with the PWS	8.00	EA	_____	_____
<b>1005</b>	Option Year 1. Contractor shall provide a block of 100 Service Hours for	100.00	EA	_____	_____

	AMAG support in accordance with the PWS				
<b>1006</b>	Option Year 1. Over and Above work. Quotations for repairs, parts, or services not covered under Item Numbers 1001-1005 shall be submitted no later than three (3) days following discovery by Contractor for review and approval.	1.00	EA	_____	_____
<b>2001</b>	Option Year 2. In accordance with the PWS, contractor shall maintain the SMS Database, NVR and Archival tape system; provide and maintain access to AMAG's technical support via an annual Site Support Agreement (SSA); provide support documentation, and maintenance on existing door hardware, control panels, cabinets, video cameras, and servers, (hardware and software); label all cameras, readers, and wires in the existing AMAG enclosures; create CAD documents in accordance with the PWS	1.00	EA	_____	_____
<b>2002</b>	Option Year 2. Contractor shall provide all labor, materials and equipment to install (10) Axis Interior IP cameras with motion detection in accordance with the PWS	10.00	EA	_____	_____
<b>2003</b>	Option Year 2. Contractor shall provide all labor, materials and equipment to install (6) Axis Exterior IP PTZ cameras with motion detection in accordance with the PWS Base Period Exterior Cameras	6.00	EA	_____	_____
<b>2004</b>	Option Year 2. Contractor shall provide all labor, materials and equipment to install (8) Access Control Doors in	8.00	EA	_____	_____



	accordance with the PWS				
<b>2005</b>	Option Year 2. Contractor shall provide a block of 100 Service Hours for AMAG support in accordance with the PWS	100.00	EA	_____	_____
<b>2006</b>	Option Year 2. Over and Above work. Quotations for repairs, parts, or services not covered under Item Numbers 2001-2005 shall be submitted no later than three (3) days following discovery by Contractor for review and approval.	1.00	EA	_____	_____
				<b>GRAND TOTAL</b>	_____

## **SECTION C - CONTRACT CLAUSES**

### **C.1 52.203-99 PROHIBITION ON CONTRACTING WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS (DEVIATION) (FEB 2015)**

(a) The Contractor shall not require employees or contractors seeking to report fraud, waste, or abuse to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

(b) The contractor shall notify employees that the prohibitions and restrictions of any internal confidentiality agreements covered by this clause are no longer in effect.

(c) The prohibition in paragraph (a) of this clause does not contravene requirements applicable to Standard Form 312, Form 4414, or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

(d)(1) In accordance with section 743 of Division E, Title VII, of the Consolidated and Further Continuing Resolution Appropriations Act, 2015 (Pub. L. 113-235), use of funds appropriated (or otherwise made available) under that or any other Act may be prohibited, if the Government determines that the Contractor is not in compliance with the provisions of this clause.

(2) The Government may seek any available remedies in the event the contractor fails to comply with the provisions of this clause.

### **C.2 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS—COMMERCIAL ITEMS (MAR 2016)**

(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 (NOV 2015).

(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 (OCT 2015) (41 U.S.C. 3509).

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

- (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (OCT 2015) (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. (OCT 2015) (31 U.S.C. 6101 note).
- (9) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (Jul 2013) (41 U.S.C. 2313).
- (10) [Reserved]
- (11)(i) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (NOV 2011) (15 U.S.C. 657a).
- (ii) Alternate I (NOV 2011) of 52.219-3.
- (12)(i) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (OCT 2014) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).
- (ii) Alternate I (JAN 2011) of 52.219-4.
- (13) [Reserved]
- (14)(i) 52.219-6, Notice of Total Small Business 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 2015) (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 2015) 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, or Sole Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (DEC 2015) (15 U.S.C. 637(m)).
- (24) 52.219-30, Notice of Set-Aside for, or Sole Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (DEC 2015) (15 U.S.C. 637(m)).
- (25) 52.222-3, Convict Labor (June 2003) (E.O. 11755).
- (26) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (FEB 2016) (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 (OCT 2015) (38 U.S.C. 4212).
- (30) 52.222-36, Equal Opportunity for Workers with Disabilities (JUL 2014) (29 U.S.C. 793).
- (31) 52.222-37, Employment Reports on Veterans (FEB 2016) (38 U.S.C. 4212).
- (32) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496).
- (33)(i) 52.222-50, Combating Trafficking in Persons (MAR 2015) (22 U.S.C. chapter 78 and E.O. 13627).
- (ii) Alternate I (MAR 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).
- (34) 52.222-54, Employment Eligibility Verification (OCT 2015). (E. O. 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)
- (35)(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 (OCT 2015) 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 (OCT 2015) (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 (FEB 2016) (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).

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

Employee Class	Monetary Wage-Fringe Benefits
23930 Telecomm. Mech. I WG 10/2	21.45
23931 Telecomm. Mech. II WG 11/2	22.80

[X] (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).

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

[ ] (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 (OCT 2015) (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

\$700,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(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 (OCT 2015) (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 (FEB 2016) (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 (OCT 2015) (E. O. 12989).

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

(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.

### **C.3 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)**

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

#### **C.4 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)**

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

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

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 3 years.

#### **C.5 52.232-19 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR (APR 1984)**

Funds are not presently available for performance under this contract beyond September 30, 2016. The Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond September 30, 2016, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

#### **C.6 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)**

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

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

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

<b><u>FAR Number</u></b>	<b><u>Title</u></b>	<b><u>Date</u></b>
52.203-17	CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS	APR 2014
52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER	MAY 2011
52.204-18	COMMERCIAL AND GOVERNMENT ENTITY CODE MAINTENANCE	JUL 2015
52.224-1	PRIVACY ACT NOTIFICATION	APR 1984
52.224-2	PRIVACY ACT	APR 1984
52.228-5	INSURANCE—WORK ON A GOVERNMENT INSTALLATION	JAN 1997
52.232-40	PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS	DEC 2013

#### **C.7 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.

#### **C.8 VAAR 852.215-71 EVALUATION FACTOR COMMITMENTS (DEC 2009)**

The offeror agrees, if awarded a contract, to use the service-disabled veteran-owned small businesses or veteran-owned small businesses proposed as subcontractors in accordance with 852.215-70, Service-Disabled Veteran-Owned and



Veteran-Owned Small Business Evaluation Factors, or to substitute one or more service-disabled veteran-owned small businesses or veteran-owned small businesses for subcontract work of the same or similar value.

## **C.9 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.

**C.10 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 Texas. 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.

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

### ADDENDUM TO INSTRUCTIONS TO OFFERORS

#### INSTRUCTIONS TO OFFERORS:

Each proposal submitted in hard copy format shall include copies of the proposal which address all Government requirements outlined in the solicitation. If alternative proposals are submitted (PDF, for example), the offeror shall submit copies of any alternative proposal. Offerors must ensure that Past Performance references return the Past Performance Questionnaire by the due date and time for proposal submission. Late submissions, modifications and withdrawals will be handled as described in provision 52.212-1 “Instructions to Offerors – Commercial Items”.

- **Telegraphic offers (submitted by telegram or mailgram) shall not be accepted.**
- **Facsimile offers shall not be accepted.**
- Any offers submitted by e-mail shall be sent to mark.branum@va.gov and will be accepted only when an email confirmation has been received. Documents must be either PDF or compatible with Microsoft Office Software. The offeror is responsible for ensuring that the contract specialist has received the offer before the deadline for receipt of offers, and the Government will not be responsible for delays or failures of either the contractor’s e-mail system or the Government’s e-mail system.

#### **Address for Hand-Delivered Proposals:**

Department of Veterans Affairs  
 Attn: Mark Branum  
 7201 I-40 West, Suite 100  
 Amarillo, TX 79108

**System for Award Management (SAM): In accordance with FAR 52.212-4 (t)** Offerors are encouraged to go to the SAM database at <https://www.sam.gov/portal/public/SAM> and start the registration process as soon as possible to avoid possible delays should the contractor be selected as a prospective awardee. After initial registration, the contractor is required to update registration data as changes occur and must re-register annually to ensure all data remains current. Noncompliance with this requirement will preclude the exercising of any option periods that may be included herein and will be cause for termination of the contract at such time noncompliance is discovered. Refer to cited Clause for more details.

**Amendments to this Solicitation:** Offerors are encouraged to monitor the Federal Business Opportunities website at [www.fbo.gov](http://www.fbo.gov) with respect to this solicitation because any amendments to this Solicitation will be posted on that website.

#### **GENERAL INSTRUCTION FOR PROPOSAL SUBMISSION**

**Format of Proposal:** In order to be considered for selection, the Offeror must submit a complete response to this solicitation using the sequence and format instructions provided. All information pertaining to Technical Capabilities, Past Performance, and Price/Cost shall be confined to the appropriate proposal volume in order to facilitate independent evaluation. Proposals shall be clear and concise, logically assembled (with all pages appropriately numbered) and indexed and cross-indexed to applicable parts of the Performance Work Statement (PWS) or Request for Proposal, as appropriate. To reduce proposal size, the Offeror shall confine submission to essential matters sufficient to define the proposal, and provide an adequate basis for evaluation. No Price/Cost information shall be presented in any part of the proposal except the Price/Cost proposal. Proposal volumes shall not contain classified data. **NO ZIPPED FILES** are permitted.

Offerors should address the criteria contained in Section E, FAR 52.212-2, Evaluation – Commercial Items, rather than attempt to address each PWS paragraph or reference. Unnecessarily elaborate or lengthy proposals are not desired. Unless specifically stated, do not paraphrase the requirements of the PWS, or use phrases such as “unsurpassed levels of reliability,” or “standard techniques will be employed.” Proposals that merely mimic the PWS may result in a lower rating.

**Submittal Instructions:** The proposal submission must consist of two separate volumes entitled: “Volume I: Technical Proposal” and “Volume II: Price Proposal”. The Contractor’s proposal must consist of two separate binders (or two emails/attachments) for Volume I and Volume II individually titled and numbered on the exterior of the top covers (subject line). The Contractor’s package must be labeled with the Contractor’s name and business address of firm, the solicitation number VA258-16-R-0435, and point of contact to include name, telephone and email address. The Government is not responsible for identifying inconsistencies between the two and may rely on either version at its’ discretion.

The Contractor is advised that all submissions and related materials become the property of the U.S. Government and will not be returned. **The technical and price proposals, if accepted by the Government, will form binding parts of the contract that results from this solicitation. Therefore, care must be taken to properly address the requirements set forth in this RFP.**

## Proposal Volume I

### Technical

#### Non-price Factor 1: Technical

- Key Personnel—Offeror shall list all personnel proposed to work on this requirement and describe the roles and responsibilities of each team member. Describe the skills, training and experience of each team member. Provide team member resumes in response to this factor to demonstrate skills, training and experience of proposed team members. The list shall include a project manager/supervisor. Offeror shall propose a project manager/supervisor that possesses at least 5 years experience or that is journeyman (or equivalent) level qualified. Additionally, offeror shall submit copies of applicable licenses or certificates authorizing the installation and servicing of AMAG technology systems.
- Technical Expertise—Offeror shall demonstrate their technical expertise by describing their organization’s experience in the installation and servicing of AMAG technology systems. Offeror shall include in this description their statement of capabilities. Offeror shall provide information regarding organizational structure, number of AMAG certified installers currently on staff, and number of current AMAG system clients.

The following Table describes the Technical and Past Performance ratings:

Rating	Definition and Criteria
Excellent (E)	<p>The proposal has exceptional merit and reflects an excellent approach which should clearly result in the superior attainment of all requirements and objectives. The proposed approach includes numerous substantial advantages, and essentially no disadvantages, and can be expected to result in outstanding performance. The solutions proposed are considered very low risk in that they are exceptionally clear and precise, fully supported, and demonstrate a complete understanding of the requirements.</p> <p>Risk Level: Very Low</p>
Good (G)	<p>The proposal demonstrates a sound approach which is expected to meet all requirements and objectives. This approach includes substantial advantages, and few relatively minor disadvantages, which collectively can be expected to result in better than satisfactory performance. The solutions proposed are considered to reflect low risk in that they are clear and precise, supported, and demonstrate a clear understanding of the requirements.</p> <p>Risk Level: Low</p>

Acceptable (A)	<p>The proposal demonstrates an approach which is capable of meeting all requirements and objectives. The approach has both advantages and disadvantages, however the disadvantages do not outweigh the advantages and the approach can be expected to result in satisfactory performance. The solutions proposed are considered to reflect moderate risk in that they are for the most part clear, precise, and supported, and demonstrate a general understanding of all the requirements.</p> <p>Risk Level: Moderate</p>
Marginal (M)	<p>The proposal demonstrates an approach which, while being capable of meeting all requirements and major objectives, may not meet some lesser objectives. Any advantages that exist in the approach are slightly outweighed by existing disadvantages. Collectively, the advantages and disadvantages pose an evident risk that the offeror might fail to perform satisfactorily without significant Government oversight or participation. The proposal either fails to address all risks or the proposed risk mitigation approach is not deemed to be sufficient to manage the risk.</p> <p>Risk Level: High</p>
Unacceptable (U)	<p>The proposal demonstrates an approach which will very likely not be capable of meeting all requirements and objectives. This approach has one or more substantial disadvantages. Collectively, the advantages and disadvantages are not likely to result in satisfactory performance. The solutions proposed are considered to reflect very high risk in that they lack any clarity or precision, are unsupported, or indicate a lack of understanding of the requirement.</p> <p>Risk Level: Very High.</p>

#### **Past Performance:**

**Past Performance:** Offerors shall provide evidence of satisfactory past performance within the last (3) three years from the date of issuance of this RFP for (3) three projects of a similar scope to that described by this Solicitation. This information will be evaluated for relevance to this procurement in relation to Non-price Factor 1. The past performance information may be retrieved from previous clients surveys and /or letters, performance awards, or other written documentation of past performance from previous clients.

**Note:** In the case of an offeror without a record of relevant past performance or for whom information on past performance is not available or so sparse that no meaningful past performance rating can be reasonably assigned, the offeror may not be evaluated favorably or unfavorably on past performance (see FAR 15.305 (a)(2)(iv)). Therefore, the offeror shall be determined to have “NEUTRAL” past performance.

#### **Proposal Volume II**

**Price:** Award will be made in accordance with FAR 15.101-1. It may be in the best interest of the Government to consider award to other than the lowest priced offeror or other than the highest technically rated offeror. Price analysis will be used to determine the total evaluated price.

Completed Pricing Sheet

**Questions:** All questions must be in writing & emailed to mark.branum@va.gov no later than **June 1, 2016, Noon local time (CST)**. The Government reserves the right to not answer questions not meeting this timeline if doing so would result in an amendment requiring an extension of the solicitation and an extension would not be in the best interest of the Government.

WD 15-2517 (Rev.-2) was first posted on www.wdol.gov on 03/08/2016

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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

Daniel W. Simms	Division of		Wage Determination No.: 2015-2517
Director	Wage Determinations		Revision No.: 2
			Date Of Revision: 03/01/2016

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Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.15 for calendar year 2016 applies to all contracts subject to the Service Contract Act for which the solicitation was issued on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.15 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2016. 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).

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States: New Mexico, Oklahoma, Texas

Area: New Mexico Counties of Curry, Lea, Quay, Roosevelt, Union  
 Oklahoma Counties of Beaver, Cimarron, Texas  
 Texas Counties of Armstrong, Callahan, Carson, Crosby, Ector, Irion, Jones, Lubbock, Midland, Potter, Randall, Taylor, Tom Green

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

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		12.71
01012 - Accounting Clerk II		14.26
01013 - Accounting Clerk III		15.96
01020 - Administrative Assistant		21.36
01035 - Court Reporter		16.93
01051 - Data Entry Operator I		10.92
01052 - Data Entry Operator II		11.91
01060 - Dispatcher, Motor Vehicle		16.39
01070 - Document Preparation Clerk		11.95
01090 - Duplicating Machine Operator		11.95
01111 - General Clerk I		11.75
01112 - General Clerk II		16.25
01113 - General Clerk III		16.70
01120 - Housing Referral Assistant		19.21
01141 - Messenger Courier		9.96
01191 - Order Clerk I		10.92
01192 - Order Clerk II		12.88
01261 - Personnel Assistant (Employment) I		14.21
01262 - Personnel Assistant (Employment) II		17.32
01263 - Personnel Assistant (Employment) III		18.25
01270 - Production Control Clerk		17.75
01290 - Rental Clerk		13.42
01300 - Scheduler, Maintenance		15.37
01311 - Secretary I		15.37
01312 - Secretary II		17.77
01313 - Secretary III		19.21
01320 - Service Order Dispatcher		14.63
01410 - Supply Technician		21.36

01420 - Survey Worker	15.22
01460 - Switchboard Operator/Receptionist	11.31
01531 - Travel Clerk I	11.15
01532 - Travel Clerk II	12.06
01533 - Travel Clerk III	12.98
01611 - Word Processor I	12.98
01612 - Word Processor II	14.56
01613 - Word Processor III	16.29
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	19.73
05010 - Automotive Electrician	19.89
05040 - Automotive Glass Installer	18.62
05070 - Automotive Worker	18.62
05110 - Mobile Equipment Servicer	16.12
05130 - Motor Equipment Metal Mechanic	21.12
05160 - Motor Equipment Metal Worker	18.62
05190 - Motor Vehicle Mechanic	21.40
05220 - Motor Vehicle Mechanic Helper	14.89
05250 - Motor Vehicle Upholstery Worker	17.39
05280 - Motor Vehicle Wrecker	18.62
05310 - Painter, Automotive	19.89
05340 - Radiator Repair Specialist	18.62
05370 - Tire Repairer	12.90
05400 - Transmission Repair Specialist	21.12
07000 - Food Preparation And Service Occupations	
07010 - Baker	10.56
07041 - Cook I	9.71
07042 - Cook II	11.25
07070 - Dishwasher	7.37
07130 - Food Service Worker	8.18
07210 - Meat Cutter	12.96
07260 - Waiter/Waitress	7.61
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	19.02
09040 - Furniture Handler	11.85
09080 - Furniture Refinisher	19.02
09090 - Furniture Refinisher Helper	14.25
09110 - Furniture Repairer, Minor	16.63
09130 - Upholsterer	19.02
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	8.38
11060 - Elevator Operator	8.38
11090 - Gardener	11.20
11122 - Housekeeping Aide	9.06
11150 - Janitor	11.51
11210 - Laborer, Grounds Maintenance	9.62
11240 - Maid or Houseman	7.80
11260 - Pruner	8.70
11270 - Tractor Operator	11.66
11330 - Trail Maintenance Worker	9.62
11360 - Window Cleaner	11.52
12000 - Health Occupations	
12010 - Ambulance Driver	13.76
12011 - Breath Alcohol Technician	16.47
12012 - Certified Occupational Therapist Assistant	24.04
12015 - Certified Physical Therapist Assistant	24.27
12020 - Dental Assistant	13.32
12025 - Dental Hygienist	31.24
12030 - EKG Technician	23.07
12035 - Electroneurodiagnostic Technologist	23.07
12040 - Emergency Medical Technician	13.76
12071 - Licensed Practical Nurse I	14.18

12072 - Licensed Practical Nurse II	15.86
12073 - Licensed Practical Nurse III	17.68
12100 - Medical Assistant	11.62
12130 - Medical Laboratory Technician	15.03
12160 - Medical Record Clerk	12.51
12190 - Medical Record Technician	14.89
12195 - Medical Transcriptionist	13.78
12210 - Nuclear Medicine Technologist	29.70
12221 - Nursing Assistant I	9.59
12222 - Nursing Assistant II	10.77
12223 - Nursing Assistant III	11.76
12224 - Nursing Assistant IV	13.20
12235 - Optical Dispenser	12.88
12236 - Optical Technician	11.61
12250 - Pharmacy Technician	14.75
12280 - Phlebotomist	13.20
12305 - Radiologic Technologist	23.30
12311 - Registered Nurse I	24.19
12312 - Registered Nurse II	29.61
12313 - Registered Nurse II, Specialist	29.61
12314 - Registered Nurse III	35.83
12315 - Registered Nurse III, Anesthetist	35.83
12316 - Registered Nurse IV	42.91
12317 - Scheduler (Drug and Alcohol Testing)	18.87
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	16.34
13012 - Exhibits Specialist II	20.25
13013 - Exhibits Specialist III	24.77
13041 - Illustrator I	16.34
13042 - Illustrator II	20.25
13043 - Illustrator III	24.77
13047 - Librarian	22.42
13050 - Library Aide/Clerk	10.33
13054 - Library Information Technology Systems Administrator	20.25
13058 - Library Technician	14.76
13061 - Media Specialist I	14.62
13062 - Media Specialist II	16.34
13063 - Media Specialist III	18.23
13071 - Photographer I	13.30
13072 - Photographer II	15.63
13073 - Photographer III	18.41
13074 - Photographer IV	22.53
13075 - Photographer V	27.26
13110 - Video Teleconference Technician	14.97
14000 - Information Technology Occupations	
14041 - Computer Operator I	13.98
14042 - Computer Operator II	15.64
14043 - Computer Operator III	19.48
14044 - Computer Operator IV	21.63
14045 - Computer Operator V	23.96
14071 - Computer Programmer I	22.18
14072 - Computer Programmer II	27.50
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	13.98
14160 - Personal Computer Support Technician	21.63
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	25.44



15020 - Aircrew Training Devices Instructor (Rated)	34.92
15030 - Air Crew Training Devices Instructor (Pilot)	40.60
15050 - Computer Based Training Specialist / Instructor	27.72
15060 - Educational Technologist	26.44
15070 - Flight Instructor (Pilot)	40.60
15080 - Graphic Artist	19.64
15090 - Technical Instructor	18.16
15095 - Technical Instructor/Course Developer	22.23
15110 - Test Proctor	17.77
15120 - Tutor	17.77
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations	
16010 - Assembler	8.21
16030 - Counter Attendant	8.21
16040 - Dry Cleaner	9.53
16070 - Finisher, Flatwork, Machine	8.21
16090 - Presser, Hand	8.21
16110 - Presser, Machine, Drycleaning	8.21
16130 - Presser, Machine, Shirts	8.21
16160 - Presser, Machine, Wearing Apparel, Laundry	8.21
16190 - Sewing Machine Operator	10.09
16220 - Tailor	10.61
16250 - Washer, Machine	9.45
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	16.96
19040 - Tool And Die Maker	24.37
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	14.57
21030 - Material Coordinator	17.75
21040 - Material Expediter	17.75
21050 - Material Handling Laborer	9.78
21071 - Order Filler	11.03
21080 - Production Line Worker (Food Processing)	14.57
21110 - Shipping Packer	12.38
21130 - Shipping/Receiving Clerk	12.38
21140 - Store Worker I	9.53
21150 - Stock Clerk	13.09
21210 - Tools And Parts Attendant	14.57
21410 - Warehouse Specialist	14.57
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	25.13
23021 - Aircraft Mechanic I	23.71
23022 - Aircraft Mechanic II	25.13
23023 - Aircraft Mechanic III	26.53
23040 - Aircraft Mechanic Helper	16.71
23050 - Aircraft, Painter	21.58
23060 - Aircraft Servicer	18.72
23080 - Aircraft Worker	20.06
23110 - Appliance Mechanic	16.96
23120 - Bicycle Repairer	12.90
23125 - Cable Splicer	24.94
23130 - Carpenter, Maintenance	16.96
23140 - Carpet Layer	15.84
23160 - Electrician, Maintenance	21.00
23181 - Electronics Technician Maintenance I	20.54
23182 - Electronics Technician Maintenance II	21.99
23183 - Electronics Technician Maintenance III	23.51
23260 - Fabric Worker	14.71
23290 - Fire Alarm System Mechanic	19.23
23310 - Fire Extinguisher Repairer	13.66
23311 - Fuel Distribution System Mechanic	18.22
23312 - Fuel Distribution System Operator	15.05
23370 - General Maintenance Worker	15.84

23380 - Ground Support Equipment Mechanic	23.71
23381 - Ground Support Equipment Servicer	18.72
23382 - Ground Support Equipment Worker	20.06
23391 - Gunsmith I	13.66
23392 - Gunsmith II	15.84
23393 - Gunsmith III	19.35
23410 - Heating, Ventilation And Air-Conditioning Mechanic	18.31
23411 - Heating, Ventilation And Air Conditioning Mechanic (Research Facility)	19.41
23430 - Heavy Equipment Mechanic	19.24
23440 - Heavy Equipment Operator	19.24
23460 - Instrument Mechanic	19.35
23465 - Laboratory/Shelter Mechanic	16.96
23470 - Laborer	11.40
23510 - Locksmith	16.96
23530 - Machinery Maintenance Mechanic	17.96
23550 - Machinist, Maintenance	19.62
23580 - Maintenance Trades Helper	13.56
23591 - Metrology Technician I	19.35
23592 - Metrology Technician II	20.52
23593 - Metrology Technician III	21.65
23640 - Millwright	19.35
23710 - Office Appliance Repairer	16.96
23760 - Painter, Maintenance	16.96
23790 - Pipefitter, Maintenance	17.80
23810 - Plumber, Maintenance	17.15
23820 - Pneudraulic Systems Mechanic	19.35
23850 - Rigger	19.35
23870 - Scale Mechanic	15.84
23890 - Sheet-Metal Worker, Maintenance	19.24
23910 - Small Engine Mechanic	15.84
23931 - Telecommunications Mechanic I	21.03
23932 - Telecommunications Mechanic II	22.36
23950 - Telephone Lineman	21.32
23960 - Welder, Combination, Maintenance	19.24
23965 - Well Driller	20.50
23970 - Woodcraft Worker	19.35
23980 - Woodworker	13.82
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	8.36
24580 - Child Care Center Clerk	12.97
24610 - Chore Aide	7.33
24620 - Family Readiness And Support Services Coordinator	9.81
24630 - Homemaker	15.93
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	18.90
25040 - Sewage Plant Operator	17.29
25070 - Stationary Engineer	18.90
25190 - Ventilation Equipment Tender	13.23
25210 - Water Treatment Plant Operator	17.29
27000 - Protective Service Occupations	
27004 - Alarm Monitor	14.48
27007 - Baggage Inspector	12.58
27008 - Corrections Officer	16.49
27010 - Court Security Officer	19.36
27030 - Detection Dog Handler	15.74
27040 - Detention Officer	16.49
27070 - Firefighter	20.08
27101 - Guard I	12.58
27102 - Guard II	15.74

27131 - Police Officer I	23.04
27132 - Police Officer II	25.57
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	11.01
28042 - Carnival Equipment Repairer	10.43
28043 - Carnival Worker	8.32
28210 - Gate Attendant/Gate Tender	13.35
28310 - Lifeguard	11.34
28350 - Park Attendant (Aide)	14.94
28510 - Recreation Aide/Health Facility Attendant	10.90
28515 - Recreation Specialist	15.20
28630 - Sports Official	11.90
28690 - Swimming Pool Operator	14.21
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	18.39
29020 - Hatch Tender	18.39
29030 - Line Handler	18.39
29041 - Stevedore I	17.07
29042 - Stevedore II	19.69
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	35.77
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	24.67
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	27.16
30021 - Archeological Technician I	16.30
30022 - Archeological Technician II	18.22
30023 - Archeological Technician III	22.58
30030 - Cartographic Technician	22.58
30040 - Civil Engineering Technician	21.39
30061 - Drafter/CAD Operator I	16.30
30062 - Drafter/CAD Operator II	18.22
30063 - Drafter/CAD Operator III	20.71
30064 - Drafter/CAD Operator IV	25.13
30081 - Engineering Technician I	15.07
30082 - Engineering Technician II	16.90
30083 - Engineering Technician III	18.91
30084 - Engineering Technician IV	23.43
30085 - Engineering Technician V	28.66
30086 - Engineering Technician VI	34.67
30090 - Environmental Technician	21.53
30210 - Laboratory Technician	20.09
30240 - Mathematical Technician	22.58
30361 - Paralegal/Legal Assistant I	16.90
30362 - Paralegal/Legal Assistant II	19.95
30363 - Paralegal/Legal Assistant III	24.84
30364 - Paralegal/Legal Assistant IV	29.73
30390 - Photo-Optics Technician	22.58
30461 - Technical Writer I	21.64
30462 - Technical Writer II	26.45
30463 - Technical Writer III	32.01
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 Surface Programs	20.71
30621 - Weather Observer, Senior	(see 2) 22.58
31000 - Transportation/Mobile Equipment Operation Occupations	
31020 - Bus Aide	12.01
31030 - Bus Driver	17.05
31043 - Driver Courier	11.91
31260 - Parking and Lot Attendant	8.95

31290 - Shuttle Bus Driver	12.89
31310 - Taxi Driver	9.57
31361 - Truckdriver, Light	12.89
31362 - Truckdriver, Medium	15.45
31363 - Truckdriver, Heavy	17.91
31364 - Truckdriver, Tractor-Trailer	17.91
99000 - Miscellaneous Occupations	
99030 - Cashier	8.73
99050 - Desk Clerk	11.45
99095 - Embalmer	24.07
99251 - Laboratory Animal Caretaker I	10.35
99252 - Laboratory Animal Caretaker II	11.21
99310 - Mortician	24.07
99410 - Pest Controller	14.59
99510 - Photofinishing Worker	11.42
99710 - Recycling Laborer	14.23
99711 - Recycling Specialist	17.31
99730 - Refuse Collector	12.73
99810 - Sales Clerk	11.55
99820 - School Crossing Guard	8.77
99830 - Survey Party Chief	14.51
99831 - Surveying Aide	10.10
99832 - Surveying Technician	13.85
99840 - Vending Machine Attendant	11.45
99841 - Vending Machine Repairer	14.36
99842 - Vending Machine Repairer Helper	11.45

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ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$4.27 per hour or \$170.80 per week or \$740.13 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor, 3 weeks after 8 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (See 29 CFR 4.173)

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

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

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

determination.

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

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

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

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

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

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am.

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

\*\* HAZARDOUS PAY DIFFERENTIAL \*\*

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

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

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

\*\* UNIFORM ALLOWANCE \*\*

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

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made

the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

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

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

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

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined (See 29 CFR 4.6(b)(2)(i)). Such conforming procedures shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees (See 29 CFR 4.6(b)(2)(ii)). The Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be retroactive to the commencement date of the contract (See 29 CFR 4.6(b)(2)(iv)(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 the proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, U.S. Department of Labor, for review (See 29 CFR 4.6(b)(2)(ii)).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.

- 5) The contracting officer transmits the Wage and Hour 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 ensure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.

## SECTION E - SOLICITATION PROVISIONS

### E.1 52.203-98 PROHIBITION ON CONTRACTING WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS—REPRESENTATION (DEVIATION) (FEB 2015)

(a) In accordance with section 743 of Division E, Title VII, of the Consolidated and Further Continuing Resolution Appropriations Act, 2015 (Pub. L. 113-235), Government agencies are not permitted to use funds appropriated (or otherwise made available) under that or any other Act for contracts with an entity that requires employees or subcontractors of such entity seeking to report fraud, waste, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or contactors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

(b) The prohibition in paragraph (a) of this provision does not contravene requirements applicable to Standard Form 312, Form 4414, or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

(c) *Representation.* By submission of its offer, the Offeror represents that it does not require employees or subcontractors of such entity seeking to report fraud, waste, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

### E.2 52.204-20 PREDECESSOR OF OFFEROR (APR 2016)

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

*Commercial and Government Entity (CAGE) code* means—

(1) An identifier assigned to entities located in the United States and its outlying areas by the Defense Logistics Agency (DLA) Contractor and Government Entity (CAGE) Branch to identify a commercial or government entity, or

(2) An identifier assigned by a member of the North Atlantic Treaty Organization (NATO) or by NATO's Support Agency (NSPA) to entities located outside the United States and its outlying areas that DLA Contractor and Government Entity (CAGE) Branch records and maintains in the CAGE master file. This type of code is known as an NCAGE code.

*Predecessor* means an entity that is replaced by a successor and includes any predecessors of the predecessor.

*Successor* means an entity that has replaced a predecessor by acquiring the assets and carrying out the affairs of the predecessor under a new name (often through acquisition or merger). The term “successor” does not include new offices/divisions of the same company or a company that only changes its name. The extent of the responsibility of the successor for the liabilities of the predecessor may vary, depending on State law and specific circumstances.

(b) The Offeror represents that it [ ] is or [ ] is not a successor to a predecessor that held a Federal contract or grant within the last three years.

(c) If the Offeror has indicated “is” in paragraph (b) of this provision, enter the following information for all predecessors that held a Federal contract or grant within the last three years (if more than one predecessor, list in reverse chronological order):

Predecessor CAGE code: \_\_\_\_ (or mark “Unknown”).

Predecessor legal name: \_\_\_\_.



(Do not use a “doing business as” name).

### **E.3 52.209-5 REPRESENTATION BY CORPORATIONS REGARDING AN UNPAID TAX LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW (DEVIATION)(MAR 2012)**

(a) In accordance with Division H, sections 8124 and 8125 of P.L. 112-74 and sections 738 and 739 of P.L. 112-55 none of the funds made available by either Act may be used to enter into a contract with any corporation that—

(1) Has an unpaid federal tax liability, unless the agency has considered suspension or debarment of the corporation and the Suspension and Debarment Official has made a determination that this action is not necessary to protect the interests of the Government.

(2) Has a felony criminal violation under any Federal or State law within the preceding 24 months, unless the agency has considered suspension or debarment of the corporation and Suspension and Debarment Official has made a determination that this action is not necessary to protect the interests of the Government.

(b) The Offeror represents that—

(1) The offeror does  does not  have any unpaid Federal tax liability that has been assessed and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

(2) The offeror, its officers or agents acting on its behalf have  have not  been convicted of a felony criminal violation under a Federal or State law within the preceding 24 months.

### **E.4 52.212-2 EVALUATION—COMMERCIAL ITEMS (OCT 2014)**

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

Technical

Past Performance

Price

Technical and past performance, when combined, are significantly more important than price. See Addendum to Instructions to Offerors, pages 27-29, for more information on evaluation factors.

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

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

## **E.5 52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS—COMMERCIAL ITEMS (APR 2016)**

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 (r) 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.

“Predecessor” means an entity that is replaced by a successor and includes any predecessors of the predecessor.

“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.

“Successor” means an entity that has replaced a predecessor by acquiring the assets and carrying out the affairs of the predecessor under a new name (often through acquisition or merger). The term “successor” does not include new offices/divisions of the same company or a company that only changes its name. The extent of the responsibility of the successor for the liabilities of the predecessor may vary, depending on State law and specific circumstances.

“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 N/A.

(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 \$3,500 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.* The Offeror represents that—

- (i) It  is,  is not an inverted domestic corporation; and
- (ii) It  is,  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 \$3,500 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)*

(q) *Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law.*

(1) As required by sections 744 and 745 of Division E of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235), and similar provisions, if contained in subsequent appropriations acts, The Government will not enter into a contract with any corporation that—

(i) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless an agency has considered suspension or debarment of the corporation and made a determination that suspension or debarment is not necessary to protect the interests of the Government; or

(ii) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless an agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government.

(2) The Offeror represents that—

(i) It is  is not  a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and

(ii) It is  is not  a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.

(r) *Predecessor of Offeror.* (Applies in all solicitations that include the provision at 52.204-16, Commercial and Government Entity Code Reporting.)

(1) The Offeror represents that it  is or  is not a successor to a predecessor that held a Federal contract or grant within the last three years.

(2) If the Offeror has indicated “is” in paragraph (r)(1) of this provision, enter the following information for all predecessors that held a Federal contract or grant within the last three years (if more than one predecessor, list in reverse chronological order):

Predecessor CAGE code: \_\_\_\_ (or mark “Unknown”).

Predecessor legal name: \_\_\_\_.

*(Do not use a “doing business as” name).*

## **E.6 52.216-1 TYPE OF CONTRACT (APR 1984)**

The Government contemplates award of a Firm-Fixed-Price contract resulting from this solicitation.

## **E.7 52.233-2 SERVICE OF PROTEST (SEP 2006)**

Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

Mark Branum

Hand-Carried Address:

Department of Veterans Affairs  
Contracting Section  
7201 I-40 West Suite 100  
Amarillo TX 79106

Mailing Address:

Department of Veterans Affairs  
Contracting Section  
7201 I-40 West Suite 100  
Amarillo TX 79106

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

## **E.8 52.237-1 SITE VISIT (APR 1984)**

Offerors or quoters are urged and expected to inspect the site where services are to be performed and to satisfy themselves regarding all general and local conditions that may affect the cost of contract performance, to the extent that the information is reasonably obtainable. In no event shall failure to inspect the site constitute grounds for a claim after contract award.

## **E.9 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)**

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

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

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

<u>FAR Number</u>	<u>Title</u>	<u>Date</u>
52.204-16	COMMERCIAL AND GOVERNMENT ENTITY CODE REPORTING	JUL 2015
52.204-17	OWNERSHIP OR CONTROL OF OFFEROR	NOV 2014
52.232-38	SUBMISSION OF ELECTRONIC FUNDS TRANSFER INFORMATION WITH OFFER	JUL 2013

## **E.10 VAAR 852.215-70 SERVICE-DISABLED VETERAN-OWNED AND VETERAN-OWNED SMALL BUSINESS EVALUATION FACTORS (DEC 2009)**

(a) In an effort to achieve socioeconomic small business goals, depending on the evaluation factors included in the solicitation, VA shall evaluate offerors based on their service-disabled veteran-owned or veteran-owned small business status and their proposed use of eligible service-disabled veteran-owned small businesses and veteran-owned small businesses as subcontractors.

(b) Eligible service-disabled veteran-owned offerors will receive full credit, and offerors qualifying as veteran-owned small businesses will receive partial credit for the Service-Disabled Veteran-Owned and Veteran-owned Small Business Status evaluation factor. To receive credit, an offeror must be registered and verified in Vendor Information Pages (VIP) database. (<http://www.VetBiz.gov>).

(c) Non-veteran offerors proposing to use service-disabled veteran-owned small businesses or veteran-owned small businesses as subcontractors will receive some consideration under this evaluation factor. Offerors must state in their proposals the names of the SDVOSBs and VOSBs with whom they intend to subcontract and provide a brief description of the proposed subcontracts and the approximate dollar values of the proposed subcontracts. In addition, the proposed subcontractors must be registered and verified in the VetBiz.gov VIP database (<http://www.vetbiz.gov>).

## **E.11 VAAR 852.233-70 PROTEST CONTENT/ALTERNATIVE DISPUTE RESOLUTION (JAN 2008)**

(a) Any protest filed by an interested party shall:

- (1) Include the name, address, fax number, and telephone number of the protester;
- (2) Identify the solicitation and/or contract number;
- (3) Include an original signed by the protester or the protester's representative and at least one copy;
- (4) Set forth a detailed statement of the legal and factual grounds of the protest, including a description of resulting prejudice to the protester, and provide copies of relevant documents;



(5) Specifically request a ruling of the individual upon whom the protest is served;

(6) State the form of relief requested; and

(7) Provide all information establishing the timeliness of the protest.

(b) Failure to comply with the above may result in dismissal of the protest without further consideration.

(c) Bidders/offerors and contracting officers are encouraged to use alternative dispute resolution (ADR) procedures to resolve protests at any stage in the protest process. If ADR is used, the Department of Veterans Affairs will not furnish any documentation in an ADR proceeding beyond what is allowed by the Federal Acquisition Regulation.

PLEASE NOTE: The correct mailing information for filing alternate protests is as follows:

Deputy Assistant Secretary for Acquisition and Logistics,  
Risk Management Team, Department of Veterans Affairs  
810 Vermont Avenue, N.W.  
Washington, DC 20420

Or for solicitations issued by the Office of Construction and Facilities Management:

Director, Office of Construction and Facilities Management  
811 Vermont Avenue, N.W.  
Washington, DC 20420

## **E.12 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.