

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30				1. REQUISITION NO. 630-17-1-4456-0004		PAGE 1 OF 74	
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NO.		5. SOLICITATION NUMBER VA242-16-Q-1095	
6. SOLICITATION ISSUE DATE 09-23-2016		7. FOR SOLICITATION INFORMATION CALL: a. NAME Janice Brooks		b. TELEPHONE NO. (No Collect Calls) 718-741-4320		8. OFFER DUE DATE/LOCAL TIME 09-28-2016 10:00AM	
9. ISSUED BY Department of Veterans Affairs James J. Peters VA Medical Center Network Contracting Office 2 (10N3NCO) 130 West Kingsbridge Road Bronx NY 10468-3904				CODE 36C243		10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE: 0 % FOR: <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> EDWOSB <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> 8(A) NAICS: 811219 SIZE STANDARD: \$20.5 Million	
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS		13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) <input type="checkbox"/>		13b. RATING N/A	
14. METHOD OF SOLICITATION <input checked="" type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP				15. DELIVER TO See Delivery Schedule CODE			
16. ADMINISTERED BY Department of Veterans Affairs James J. Peters VA Medical Center Network Contracting Office 2 (10N3NCO) 130 West Kingsbridge Road Bronx NY 10468-3904 CODE 36C243				17a. CONTRACTOR/OFFEROR CODE FACILITY CODE			
18a. PAYMENT WILL BE MADE BY Tungsten Network http://www.tungsten-network.com/us/en/veterans-affairs. PHONE: FAX:				17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER <input type="checkbox"/>			
18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM				19. ITEM NO.			
20. SCHEDULE OF SUPPLIES/SERVICES Provide "Medical Image Reader Preventive Maintenance Service Agreement" for the New York Harbor Healthcare System. Please review Statement of Work on page 4-11 and complete the Price Cost Schedule on page 12-13. Contractors should pay close attention to Section: 52.212-1, 52.212-2 and Section D1 before submitting a quote. (Use Reverse and/or Attach Additional Sheets as Necessary)				21. QUANTITY			
				22. UNIT			
				23. UNIT PRICE			
				24. AMOUNT			
25. ACCOUNTING AND APPROPRIATION DATA 630-3670160-4456-825500-2520 010025500				26. TOTAL AWARD AMOUNT (For Govt. Use Only)			
27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA <input type="checkbox"/> ARE <input checked="" type="checkbox"/> ARE NOT ATTACHED.				27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED			
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 1 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED				29. AWARD OF CONTRACT: REF. OFFER DATED YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN IS ACCEPTED AS TO ITEMS:			
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)			
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) Darryl Majors Contracting Officer		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: _____ (Contractor's Name)
 _____ (Address)
 _____ (City-State-Zip)
 _____ (Point of Contact/Title)
 _____ (Phone/FAX Number)
 _____ (E-Mail Address)
 _____ (DUNS Number)
 _____ (Federal Tax ID)
 _____ (GSA/FSS Contract)

B. GOVERNMENT: Janice Brooks
 James J. Peter VA Medical Center
 130 W. Kingsbridge Road
 Bronx, NY 10468

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

[X] 52.232-34, Payment by Electronic Funds Transfer -

Other than Central Contractor Registration, or

3. INVOICES: Invoices shall be submitted in arrears in accordance with:

- a. **852.232-72 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS (NOV 2012)**
- b. Monthly
- c. Reference PO IFCAP: _____ on all invoices to avoid delay in payment.

FACSIMILE, E-MAIL, AND SCANNED DOCUMENTS ARE NOT ACCEPTABLE

FORMS OF SUBMISSION FOR PAYMENT REQUESTS.

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

* Tungsten Network <http://www.tungsten-network.com/us/en/veterans-affairs>.

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

AMENDMENT NO	DATE

B.2 Statement of Work

I. METROPOOL CONTRACT:

Full Service contract for the period of 10/1/2016 through 9/30/2017 plus 4 additional option years for the following government owned equipment.

II. REQUIREMENTS:

A. Furnish all necessary labor, equipment, tools materials, repair service, software updates, parts, etc., for complete On-Site Maintenance Service as specified below in accordance with the terms, conditions and schedule of this agreement.

B. Contract Extension: The Government will have the Option to extend the Term of the contract for Four (4) additional years at the prices you bid. This is in accordance with the provision of FAR 52.217-9 in Section - I "Contract Clauses" of this Solicitation.

III. EQUIPMENT

Equipment to be serviced/maintained includes:

KODAK PACS LINK
KODAK PACS LINK SERVER
KODAK DIRECTVIEW CR 800
KODAK DIRECTVIEW CR 900
KODAK DIRECTVIEW REMOTE OPERATION PANEL

Location at Manhattan VAMC:

RADIOLOGY

IV. DEFINITIONS/ACRONYMS:

A. Biomedical Engineering - Chief or designee, at:
Manhattan VAMC, 212-686-7500 ext. 7309

B. CO - Contracting Officer.

C. COR - Contracting Officer Representative.

D. PM - Preventive Maintenance

Inspection. Services, which are periodic in nature and are required to maintain the equipment in such condition that it may be operated in accordance with its intended design and functional capacity with incidence of malfunction or inoperative conditions.

E. FSE - Field Service Engineer. A person who is authorized by the contractor to perform maintenance (corrective and/or preventive) services on the VAMC premises.

F. ESR - Vendor Engineering Service

Report. A documentation of the services rendered for each incidence of work performance under the terms and conditions of the contract.

G. Acceptance Signature - VA employee who indicates FSE demonstrated service conclusion/status and User has accepted work as complete/pending as stated in ESR.

H. Authorization Signature - COR's signature; indicates COR accepts work status as stated in ESR.

I. NFPA - National Fire Protection Association.

J. CDRH - Center for Devices and Radiological Health.

K. VAMC - Department of Veterans Affairs Medical Center.

L. OSHA - Occupational Safety and Health Agency.

M. OEM - Original Equipment Manufacturer.

V. CONFORMANCE STANDARDS:

Contract service shall ensure that the equipment functions in conformance with the latest published editions of NFPA-99, OSHA, CDRH, and [include performance standards and specifications used when the Cat Scan System were procured by VA National, Acquisition Center and any upgrades/updates].

VI. HOURS OF COVERAGE:

A. Normal business hours of coverage are [Monday through Friday], [8:00am - 4:30pm], excluding federal holidays. All service/repairs will be performed during the normal business hours of coverage unless requested and approved by the COR.

B. Preventive maintenance will be performed [semi-annually]. Preventive maintenance is to be performed inside normal business hours.

Note: Hardware/software scheduled and performed inside normal hours of coverage at no additional charge to the Government (unless it would be detrimental to equipment up-time; to be determined by COR).

D. Federal Holidays observed by the VAMC are:

New Years Day Labor Day

Martin Luther King Day

Columbus Day

President's Day

Veterans Day

Memorial Day

Christmas Day

Thanksgiving Day

Independence Day

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

VII. LABOR:

A. Unlimited labor is included within the hours of coverage noted above.

VIII. REPAIRS:

- A. The contractor shall maintain the equipment in accordance with the Conformance Standards Section, by furnishing all necessary labor, unlimited technical phone support, equipment, tools, materials, repair service, shipping charges and all peripherals.
Equipment repairs/service as specified in Section C, in Section C, I, Equipment, software updates and parts for service in accordance with the terms, conditions and schedule of this agreement. The contractor will provide repair service which may consist of calibration, cleaning, oiling, adjusting, replacing parts and maintaining the equipment, including all intervening calls necessary between regular services calibrations.
- B. Only, the CO, COR or designated alternate has the authority to approve/ request a service call from the contractor.
- C. Response Time: Contractor's FSE must respond with a phone call to the COR and his/her designee within [one (1) hour] after receipt of telephoned notification [24 hours per day]. If the problem can not be corrected by phone, the FSE will commence work (on-site physical response) within [four (4) hours] after receipt of notification or completion of phone support, and will

proceed progressively to completion without undue delay. Except when outside hours of coverage is authorized by the COR.

- D. Repair Up-Time: From the time when the FSE commences the on-site unscheduled maintenance, the repairs/service must be completed within are 24 hours (24 hours/day).

IX. SCHEDULED MAINTENANCE:

A. The contractor shall perform

Preventive Maintenance (PM) service to ensure that equipment listed in the schedule performs in accordance with Conformance Standards. The contractor shall make thorough technical inspections of the equipment covered in the Schedule. Within ten (10) days after the award of the contract, the contractor shall submit a schedule of PMs and a PM checklist describing in detail the scheduled maintenance procedures for inspecting each piece of equipment listed. This checklist is subject to the approval of the COR. The contractor shall provide and utilize these procedures and checklists with worksheet originals indicating the work performed and actual values obtained (as applicable) provided to the COR at the completion of the PM. All equipment listed under Section C, I, Equipment, will have PM service performed semi-annually.

PM services shall include, but need no be limited to, the following:

1. Cleaning of equipment.
2. Reviewing operating system software diagnostics to ensure that system is operating to the manufacturer's specifications.
3. Calibrating and lubricating the equipment.
4. Performing remedial maintenance of non-emergent nature.
5. Test and replacing faulty and worn parts and/or parts which are likely to become faulty, fail or become worn.
6. Adjusting and calibrating as necessary.
7. Inspecting electrical wiring and cables for wear and fraying.
8. Inspecting all mechanical components including, but not limited to patient restraints and support devices, chains, belts, bearing and tracks, interlocks, clutches, motors, mechanical integrity, safety, and performance.
9. Performing Electrical Safety Inspections, which should include line cord ground wire resistance and leakage as specified in the Conformance Standards.
10. Returning the equipment to the operating condition defined in Section Conformance Standards.

B. PM services shall be performed in accordance with, and during the hours defined in, the Preventive Maintenance schedule established herein. All exceptions to the PM schedule shall be arranged and approved in advance with the COR.

C. All parts, services, manuals, tools, or software required to successfully complete scheduled PM are included within this contract, and its agreed upon price, unless specifically stated in writing otherwise.

D. Upon completion of the preventive maintenance and electrical safety inspection, the FSE must tag the equipment with the appropriate labels used by each facility, if required by the facility. The FSE must fill-in label sections for: date inspection, date next due, and initials of FSE. Labels will be provided to the FSE when reporting (signing-in) to Biomedical Engineering.

X. PARTS:

The contractor shall furnish and replace parts to meet the repair up-time requirements as stated in Section C, V, Unscheduled Maintenance, D, Repair Up-time. If parts cannot be furnished by this

time, the COR must be notified. The contractor has ready access to unique and/or high mortality replacement parts. All parts supplied shall be compatible with existing equipment. New parts shall be furnished by the contractor and guaranteed against defects and/or failure for a period of 1 year from of completion installation of the component.

XI. SERVICE/REPAIR:

The contractor shall maintain all of the equipment listed in Section I, Equipment. In the event that an equipment needs service/repair, the contractor's FSE must respond with a phone call to the COR and his/her designee within [one (1) hour] after receipt of telephoned notification [24 hours per day]. If the problem cannot be corrected by phone, the FSE will commence work (on-site physical response) to identify and help eliminate any problems, within [eight (8) hours] after receipt of notification or completion of phone support, and will proceed progressively to completion without undue delay.

XII. SERVICE MANUALS:

The VAMC shall not provide service manuals or service diagnostic software to the contractor. They shall obtain, have on file, and make available to its FSE's all operational and technical documentation, (such as; operational and service manuals, schematics, and parts list), which are necessary to meet the performance requirements of this contract. The location and listing of the service data manuals, by name, and/or the manuals themselves shall be provided to the CO upon request.

XIII. DOCUMENTATION/REPORTS:

The documentation will include legible detailed descriptions of the scheduled and unscheduled maintenance procedures performed, including replaced parts and prices (for outside normal working hour service) required to maintain the equipment in accordance with conformance standards. Such documentation shall meet the guidelines as set forth in the Conformance Standards Section. In addition, each ESR must as a minimum document the following data legibly and in complete detail:

- A. Name of Contractor.
- B. Name of FSE who performed services.
- C. Contractor Service ESR Number/Log Number.
- D. Date, Time (starting and ending),
Equipment Downtime and Hours-On-Site for service call.
- E. VA PO#(s) covering the call, if outside normal working hours.
- F. Description of Problem Reported by COR/User.
- G. Identification of Equipment to be serviced:

INV. ID#, Manufacturer's Name, Device Name, Model #, Serial #, and any other
Manufacturers identification numbers.

H. Itemized Description of Service

Performed (including Cost associated with after normal working hour services), including:

Labor and Travel, Parts (with parts #) and Materials and Circuit Location of problem/corrective action.

I. Total Cost to be billed.

J. Signatures:

- 1. FSE performing services described.

2. A Employee who witnessed service described.

K. Equipment downtime

Note: ANY ADDITIONAL CHARGES CLAIMED MUST BE APPROVED BY THE COR BEFORE SERVICE IS COMPLETED!

XIV. REPORTING REQUIREMENTS:

- A. The contractor shall be required to report to Biomedical Engineering and/or Radiology to log in. This check in is mandatory, and each facility will designate the appropriate area to report to. When the service is completed, the FSE shall document services rendered on a legible ESR(s). The FSE shall be required to log out with and submit the ESR(s) to Biomedical Engineering and/or Radiology. All ESRs shall be submitted to the equipment user for an "acceptance signature" and to the COR for an "authorization signature". If the COR is unavailable, a signed authorized copy of the ESR will be sent to COR by the contractor after the work can be reviewed (if requested or noted on the ESR).
- B. The contractor is totally responsible for providing Service and Preventive Maintenance reports directly to the COR.

XV. PAYMENT:

A. Purchase Order Payment Procedures:

Payments will be made monthly in arrears upon receipt of properly prepared invoices which must show reference to the correct purchase order number issued upon the award of this contract. Each invoice must be provided in [triplicate] and must include the Service Reports (ESR's) for work performed during that period.

B. Payment Procedures:

Invoices must then be mailed to the corresponding VAMC the charge is applied to. Each invoice must be provided in [triplicate] and must include the Service Reports (ESR's) for work performed. Invoices must show reference to the correct purchase order number and contract number issued upon the award of this contract. If there are any deductions to be made, or a credit card charge in was made in error, a credit will be due of the correct amount for the monthly payment in question. Notification of the credit is to be made in writing for any adjustments that were made and then mailed to the corresponding VAMC.

XVI. ADDITIONAL CHARGES:

There will be no additional charge to the Government for time spent at the site during, or after the normal hours of coverage awaiting the arrival of additional FSE and/or delivery of parts.

XVII. REPORTING REQUIRED SERVICES BEYOND THE CONTRACT SCOPE:

The Contractor shall immediately, but not later than 24 consecutive hours after discovery notify the COR, (in writing), of the existence or the development of any defects in, or repairs required to the scheduled equipment which the Contractor considers he/she is not responsible for under the terms of the contract. The contractor shall furnish the CO and COR with a written estimate of the cost to make necessary repairs.

XV. QUALIFICATIONS:

Offers will be considered only from offerors who are established in the business called for and whom in the judgment of the Contracting Officer (CO) are financially responsible and able to show evidence of their reliability, ability, experience, equipment, facilities and personnel directly employed or supervised by them to render prompt and satisfactory service.

VA INFORMATION CUSTODIAL LANGUAGE

a. Information made available to the contractor or subcontractor by VA for the performance or administration of this contract or information developed by the contractor/subcontractor in performance or administration of the contract shall be used only for those purposes and shall not be used in any other way without the prior written agreement of the VA. This clause expressly limits the contractor/subcontractor's rights to use data as described in Rights in Data - General, FAR 52.227-14(d) (1).

b. The contractor/subcontractor shall not make copies of VA information except as authorized and necessary to perform the terms of the agreement or to preserve electronic information stored on contractor/subcontractor electronic storage media for restoration in case any electronic equipment or data used by the contractor/subcontractor needs to be restored to an operating state. If copies are made for restoration purposes, after the restoration is complete, the copies must be appropriately destroyed.

c. If VA determines that the contractor has violated any of the information confidentiality, privacy, and security provisions of the contract, it shall be sufficient grounds for VA to withhold payment to the contractor or third party or terminate the contract for default or terminate for cause under Federal Acquisition Regulation (FAR) part 12.

d. Bio-Medical devices and other equipment or systems containing media (hard drives, optical disks, etc.) with VA sensitive information must not be returned to the vendor at the end of lease, for trade-in, or other purposes. The options are:

(1) Vendor must accept the system without the drive;

(2) VA's initial medical device purchase includes a spare drive which must be installed in place of the original drive at time of turn-in; or

(3) VA must reimburse the company for media at a reasonable open market replacement cost at time of purchase.

(4) Due to the highly specialized and sometimes proprietary hardware and software associated with medical equipment/systems, if it is not possible for the VA to retain the hard drive, then;

(a) The equipment vendor must have an existing BAA if the device being traded in has sensitive information stored on it and hard drive(s) from the system are being returned physically intact; and

(b) Any fixed hard drive on the device must be non-destructively sanitized to the greatest extent possible without negatively impacting system operation. Selective clearing down to patient data folder level is recommended using VA approved and validated overwriting technologies/methods/tools. Applicable media sanitization specifications need to be pre-approved and described in the purchase order or contract.

(c) A statement needs to be signed by the Director (System Owner) that states that the drive could not be removed and that (a) and (b) controls above are in place and completed. The ISO needs to maintain the documentation.

XVIII. TRAINING

a. All contractor employees and subcontractor employees requiring access to VA information and VA information systems shall complete the following before being granted access to VA information and its systems:

- (1) Sign and acknowledge (either manually or electronically) understanding of and responsibilities for compliance with the Contractor Rules of Behavior, Appendix E relating to access to VA information and information systems; VA Handbook 6500.6, Contract Security APPENDIX C
- (2) Successfully complete the VA Cyber Security Awareness and Rules of Behavior training and annually complete required security training;
- (3) Successfully complete the appropriate VA privacy training and annually complete required privacy training; and
- (4) Successfully complete any additional cyber security or privacy training, as required for VA personnel with equivalent information system access [to be defined by the VA program official and provided to the contracting officer for inclusion in the solicitation document – e.g., any role-based information security training required in accordance with NIST Special Publication 800-16, Information Technology Security Training Requirements.]

b. The contractor shall provide to the contracting officer and/or the COR a copy of the training certificates and certification of signing the Contractor Rules of Behavior for each applicable employee within 1 week of the initiation of the contract and annually thereafter, as required.

c. Failure to complete the mandatory annual training and sign the Rules of Behavior annually, within the timeframe required, is grounds for suspension or termination of all physical or electronic access privileges and removal from work on the contract until such time as the training and documents are complete.

XIX. CONDITION OF EQUIPMENT

The contractor accepts responsibility for the equipment described in Section C, I, in “as is” condition. Failure to inspect the equipment prior to contract award will not relieve the contractor from performance of the requirements of this contract.

XX. COMPETENCY OF PERSONNEL SERVICES EQUIPMENT:

A. Each respondent must have an established business, with an office and full time staff. The staff includes a “fully qualified” FSE and a “fully qualified” FSE who will serve as the backup.

B. “Fully Qualified” is based upon training and on experience in the field. For training, the FSE(s) has successfully completed a formalized training program, for the equipment comparable to that identified in the Section B schedule. For field experience, the FSE(s) has a minimum of three years of experience, with respect to scheduled and unscheduled preventive and remedial maintenance, on equipment comparable to the PACS System, identified in Section B schedule.

C. The FSEs shall be authorized by the contractor to perform the maintenance services. All work shall be performed by “Fully Qualified” competent FSEs. The contractor shall provide written assurance of the competency of their personnel and list of credentials of approved FSEs for each make and model the contractor services at the VAMC. The CO may authenticate the training requirements, request training certificates or credentials from the contractor at any time for any personnel who are servicing or installing any VAMC equipment. The CO and/or the COR specifically reserve the right to reject any of the contractor’s personnel and refuse them permission to work on the VAMC equipment.

D. If subcontractor(s) are used, they must be approved by the CO; the contractor shall submit any proposed change in subcontractor(s) to the CO for approval/disapproval.

XXI. TEST EQUIPMENT:

Prior to commencement of work on this contract, the contractor shall provide the VAMC with copy of current calibration shall perform and provided on an annual basis. Test equipment calibration shall be traceable to national standard.

XXII. IDENTIFICATION, PARKING, SMOKING, AND VA REGULATIONS:

The contractor's FSE's shall wear visible identification at all times while on the premises of the VAMC. Smoking is prohibited inside any buildings at the VAMC. Possession of weapons is prohibited. Enclosed containers, including tool kits, shall be subject to search. Violations of VA regulations may result in citation answerable in the United States (Federal) District Court, not a local district, state, or municipal court.

XXIII. INSURANCE

A. Worker compensation and employee's liability. Contractors are required to comply with applicable Federal and State Worker Compensation and occupational disease statutes.

B. General Liability. Contractors are required to have Bodily injury liability insurance coverage written on the comprehensive form of policy of at least \$500,000 per occurrence.

C. Property Damage Liability.

Contractors are required to have Property Damage Liability insurance coverage of at least \$500,000.

B.3 PRICE/COST SCHEDULE**ITEM INFORMATION**

ITEM NUMBER	DESCRIPTION OF SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	H-NY60, FY2017 RENEW SERVICE CONTRACT FOR RADIOLOGY A) KODAK PACS LINK DRY VIEW 8700 LASER IMAGER K/S# 41727087.8715317 KODAK PACS LINK SERVER K/S# 41699218.8715337 B) KODAK DIRECTVIEW CR 800 SYSTEM K/S# 41691401.1504 41743867.1503 41743863.1495 C) KODAK DIRECTVIEW CR 900 SYSTEM K/S# 41717772.836 41717774.838 41717779.837 D) KODAK DIRECTVIEW REMOTE OPERATIONS PANEL K/S# 41864737.13310 41691311.3188 41910401.11773 41751602.41751602 CONTACT COVER ALL PARTS AND LABOR Contract Period: Base POP Begin: 10-01-2016 POP End: 09-30-2017	12.00	MO		
1001	H-NY60, FY2017 RENEW SERVICE CONTRACT FOR RADIOLOGY A) KODAK PACS LINK DRY VIEW 8700 LASER IMAGER K/S# 41727087.8715317 KODAK PACS LINK SERVER K/S# 41699218.8715337 B) KODAK DIRECTVIEW CR 800 SYSTEM K/S# 41691401.1504 41743867.1503 41743863.1495 C) KODAK DIRECTVIEW CR 900 SYSTEM K/S# 41717772.836 41717774.838 41717779.837 D) KODAK DIRECTVIEW REMOTE OPERATIONS PANEL K/S# 41864737.13310 41691311.3188 41910401.11773 41751602.41751602 CONTACT COVER ALL PARTS AND LABOR Contract Period: Option 1 POP Begin: 10-01-2017 POP End: 09-30-2018	12.00	MO		
2001	H-NY60, FY2017 RENEW SERVICE CONTRACT FOR RADIOLOGY A) KODAK PACS LINK DRY VIEW 8700 LASER IMAGER K/S# 41727087.8715317 KODAK PACS LINK SERVER K/S# 41699218.8715337 B) KODAK DIRECTVIEW CR 800 SYSTEM K/S# 41691401.1504 41743867.1503 41743863.1495 C) KODAK DIRECTVIEW CR 900 SYSTEM K/S# 41717772.836 41717774.838 41717779.837 D) KODAK DIRECTVIEW REMOTE OPERATIONS	12.00	MO		

	PANEL K/S# 41864737.13310 41691311.3188 41910401.11773 41751602.41751602 CONTACT COVER ALL PARTS AND LABOR Contract Period: Option 2 POP Begin: 10-01-2018 POP End: 09-30-2019				
3001	H-NY60, FY2017 RENEW SERVICE CONTRACT FOR RADIOLOGY A) KODAK PACS LINK DRY VIEW 8700 LASER IMAGER K/S# 41727087.8715317 KODAK PACS LINK SERVER K/S# 41699218.8715337 B) KODAK DIRECTVIEW CR 800 SYSTEM K/S# 41691401.1504 41743867.1503 41743863.1495 C) KODAK DIRECTVIEW CR 900 SYSTEM K/S# 41717772.836 41717774.838 41717779.837 D) KODAK DIRECTVIEW REMOTE OPERATIONS PANEL K/S# 41864737.13310 41691311.3188 41910401.11773 41751602.41751602 CONTACT COVER ALL PARTS AND LABOR Contract Period: Option 3 POP Begin: 10-01-2019 POP End: 09-30-2020	12.00	MO		
4001	H-NY60, FY2017 RENEW SERVICE CONTRACT FOR RADIOLOGY A) KODAK PACS LINK DRY VIEW 8700 LASER IMAGER K/S# 41727087.8715317 KODAK PACS LINK SERVER K/S# 41699218.8715337 B) KODAK DIRECTVIEW CR 800 SYSTEM K/S# 41691401.1504 41743867.1503 41743863.1495 C) KODAK DIRECTVIEW CR 900 SYSTEM K/S# 41717772.836 41717774.838 41717779.837 D) KODAK DIRECTVIEW REMOTE OPERATIONS PANEL K/S# 41864737.13310 41691311.3188 41910401.11773 41751602.41751602 CONTACT COVER ALL PARTS AND LABOR Contract Period: Option 4 POP Begin: 10-01-2020 POP End: 09-30-2021	12.00	MO		
GRAND TOTAL					

SECTION C - CONTRACT CLAUSES

C.1 52.212-4 CONTRACT TERMS AND CONDITIONS—COMMERCIAL ITEMS (MAY 2015)

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

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

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

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

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

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

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

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

(g) *Invoice.*

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

(i) Name and address of the Contractor;

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

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

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

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

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

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

(i) *Payment.*—

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

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

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

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

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

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

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

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

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

(D) Contractor point of contact.

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

(6) *Interest.*

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

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

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

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

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

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

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

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

(A) The date fixed under this contract.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(1) The schedule of supplies/services.

(2) The Assignments, Disputes, Payments, Invoice, Other Compliances, Compliance with Laws Unique to Government Contracts, and Unauthorized Obligations paragraphs of this clause;

(3) The clause at 52.212-5.

(4) Addenda to this solicitation or contract, including any license agreements for computer software.

(5) Solicitation provisions if this is a solicitation.

(6) Other paragraphs of this clause.

(7) The Standard Form 1449.

(8) Other documents, exhibits, and attachments

(9) The specification.

(t) *System for Award Management (SAM)*.

(1) Unless exempted by an addendum to this contract, the Contractor is responsible during performance and through final payment of any contract for the accuracy and completeness of the data within the SAM database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the SAM database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the SAM database to ensure it is current, accurate and complete. Updating information in

the SAM does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(2)(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in FAR subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the SAM database; (B) comply with the requirements of subpart 42.12; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (t)(2)(i) of this clause, or fails to perform the agreement at paragraph (t)(2)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the SAM information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(3) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the SAM record to reflect an assignee for the purpose of assignment of claims (see Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the SAM database. Information provided to the Contractor's SAM record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(4) Offerors and Contractors may obtain information on registration and annual confirmation requirements via SAM accessed through <https://www.acquisition.gov>.

(u) *Unauthorized Obligations.*

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

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

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

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

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

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

(End of Clause)

C.2 52.229-3 FEDERAL, STATE, AND LOCAL TAXES (FEB 2013)

(a) As used in this clause—

"After-imposed Federal tax," means any new or increased Federal excise tax or duty, or tax that was exempted or excluded on the contract date but whose exemption was later revoked or reduced during the contract period, on the transactions or property covered by this contract that the Contractor is required to pay or bear as the result of legislative, judicial, or administrative action taking effect after the contract date. It does not include social security tax or other employment taxes.

"After-relieved Federal tax," means any amount of Federal excise tax or duty, except social security or other employment taxes, that would otherwise have been payable on the transactions or property covered by this contract, but which the Contractor is not required to pay or bear, or for which the Contractor obtains a refund or drawback, as the result of legislative, judicial, or administrative action taking effect after the contract date.

"All applicable Federal, State, and local taxes and duties," means all taxes and duties, in effect on the contract date, that the taxing authority is imposing and collecting on the transactions or property covered by this contract.

"Contract date," means the date set for bid opening or, if this is a negotiated contract or a modification, the effective date of this contract or modification.

Local taxes includes taxes imposed by a possession or territory of the United States, Puerto Rico, or the Northern Mariana Islands, if the contract is performed wholly or partly in any of those areas.

(b)(1) The contract price includes all applicable Federal, State, and local taxes and duties, except as provided in subparagraph (b)(2)(i) of this clause.

(2) Taxes imposed under 26 U.S.C. 5000C may not be—

(i) Included in the contract price; nor

(ii) Reimbursed.

(c) The contract price shall be increased by the amount of any after-imposed Federal tax, provided the Contractor warrants in writing that no amount for such newly imposed Federal excise tax or duty or rate increase was included in the contract price, as a contingency reserve or otherwise.

(d) The contract price shall be decreased by the amount of any after-relieved Federal tax.

(e) The contract price shall be decreased by the amount of any Federal excise tax or duty, except social security or other employment taxes, that the Contractor is required to pay or bear, or does not obtain a refund of, through the Contractor's fault, negligence, or failure to follow instructions of the Contracting Officer.

(f) No adjustment shall be made in the contract price under this clause unless the amount of the adjustment exceeds \$250.

(g) The Contractor shall promptly notify the Contracting Officer of all matters relating to any Federal excise tax or duty that reasonably may be expected to result in either an increase or decrease in the contract price and shall take appropriate action as the Contracting Officer directs.

(h) The Government shall, without liability, furnish evidence appropriate to establish exemption from any Federal, State, or local tax when the Contractor requests such evidence and a reasonable basis exists to sustain the exemption.

(End of Clause)

C.3 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

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

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

(End of Clause)

<u>FAR Number</u>	<u>Title</u>	<u>Date</u>
52.203-16	PREVENTING PERSONAL CONFLICTS OF INTEREST	DEC 2011
<u>FAR Number</u>	<u>Title</u>	<u>Date</u>
52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER	MAY 2011

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; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 30 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 5 Years.

(End of Clause)

C.5 VAAR 852.203-70 COMMERCIAL ADVERTISING (JAN 2008)

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

(End of Clause)

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

The contractor shall obtain all necessary licenses and/or permits required to perform this work. He/she shall take all reasonable precautions necessary to protect persons and property from injury or damage during the performance of this contract. He/she shall be responsible for any injury to himself/herself, his/her employees, as well as for any damage to personal or public property that occurs during the performance of this contract that is caused by his/her employees fault or negligence, and shall maintain personal liability and property damage insurance having coverage for a limit as required by the laws of the State of New Jersey. Further, it is agreed that any negligence of the Government, its officers, agents, servants and employees, shall not be the responsibility of the contractor hereunder with the regard to any claims, loss, damage, injury, and liability resulting there from.

(End of Clause)

C.7 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).

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

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

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

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

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

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

☐ (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.

(End of Clause)

SECTION D - CONTRACT DOCUMENTS, EXHIBITS, OR ATTACHMENTS

D.1 New York Harbor Wage Determination

WD 15-4187 (Rev.-2) was first posted on www.wdol.gov on 03/08/2016

***** REGISTER OF WAGE DETERMINATIONS UNDER | U.S. DEPARTMENT OF LABOR
 THE SERVICE CONTRACT ACT | EMPLOYMENT STANDARDS ADMINISTRATION
 By direction of the Secretary of Labor | WAGE AND HOUR DIVISION
 | WASHINGTON D.C. 20210
 |
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| Wage Determination No.:
 2015-4187 Daniel W. Simms Division of | Revision
 No.: 2 Director Wage Determinations | Date Of
 Revision: 03/03/2016

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.

State: New York

Area: New York Counties of Bronx, Kings, New York, Putnam, Queens, Richmond, Rockland, Westchester
 OCCUPATION NOTE:

Janitor: The rate for the Janitor occupation applies to Putnam, Rockland, and Westchester Counties only. See Wage Determination 1977-0225 for wage rates and fringe benefits for Bronx, Kings, New York, Queens, and Richmond Counties.

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		16.25
01012 - Accounting Clerk II		19.61
01013 - Accounting Clerk III		21.89
01020 - Administrative Assistant		32.57
01035 - Court Reporter		23.80
01041 - Customer Service Representative I		14.99
01042 - Customer Service Representative II		16.85
01043 - Customer Service Representative III		18.39
01051 - Data Entry Operator I		14.71
01052 - Data Entry Operator II		16.05
01060 - Dispatcher, Motor Vehicle		25.79
01070 - Document Preparation Clerk		15.56
01090 - Duplicating Machine Operator		15.56
01111 - General Clerk I		14.82
01112 - General Clerk II		17.49
01113 - General Clerk III		18.82
01120 - Housing Referral Assistant		26.92
01141 - Messenger Courier		14.21
01191 - Order Clerk I		18.05
01192 - Order Clerk II		21.67
01261 - Personnel Assistant (Employment) I		18.96
01262 - Personnel Assistant (Employment) II		21.22

01263 - Personnel Assistant (Employment) III	23.66
01270 - Production Control Clerk	24.69
01290 - Rental Clerk	18.04
01300 - Scheduler, Maintenance	21.57
01311 - Secretary I	21.57
01312 - Secretary II	24.82
01313 - Secretary III	26.92
01320 - Service Order Dispatcher	20.50
01410 - Supply Technician	32.57
01420 - Survey Worker	21.64
01460 - Switchboard Operator/Receptionist	15.67
01531 - Travel Clerk I	15.98
01532 - Travel Clerk II	17.31
01533 - Travel Clerk III	18.79
01611 - Word Processor I	17.62
01612 - Word Processor II	19.79
01613 - Word Processor III	22.13
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	28.29
05010 - Automotive Electrician	28.50
05040 - Automotive Glass Installer	27.31
05070 - Automotive Worker	27.31
05110 - Mobile Equipment Servicer	24.42
05130 - Motor Equipment Metal Mechanic	30.31
05160 - Motor Equipment Metal Worker	27.31
05190 - Motor Vehicle Mechanic	29.68
05220 - Motor Vehicle Mechanic Helper	23.15
05250 - Motor Vehicle Upholstery Worker	26.12
05280 - Motor Vehicle Wrecker	27.31
05310 - Painter, Automotive	28.50
05340 - Radiator Repair Specialist	27.31
05370 - Tire Repairer	18.22
05400 - Transmission Repair Specialist	29.68
07000 - Food Preparation And Service Occupations	
07010 - Baker	19.55
07041 - Cook I	17.97
07042 - Cook II	19.55
07070 - Dishwasher	14.67
07130 - Food Service Worker	14.67
07210 - Meat Cutter	19.55
07260 - Waiter/Waitress	15.50
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	21.14
09040 - Furniture Handler	16.07
09080 - Furniture Refinisher	21.14
09090 - Furniture Refinisher Helper	17.75
09110 - Furniture Repairer, Minor	19.44
09130 - Upholsterer	21.14
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	14.92
11060 - Elevator Operator	14.92
11090 - Gardener	18.74
11122 - Housekeeping Aide	15.70
11150 - Janitor	15.70
11210 - Laborer, Grounds Maintenance	15.89
11240 - Maid or Houseman	15.38
11260 - Pruner	14.75
11270 - Tractor Operator	18.02
11330 - Trail Maintenance Worker	15.89
11360 - Window Cleaner	16.95

12000 - Health Occupations	
12010 - Ambulance Driver	24.99
12011 - Breath Alcohol Technician	24.87
12012 - Certified Occupational Therapist Assistant	26.53
12015 - Certified Physical Therapist Assistant	24.51
12020 - Dental Assistant	16.80
12025 - Dental Hygienist	38.84
12030 - EKG Technician	28.65
12035 - Electroneurodiagnostic Technologist	28.65
12040 - Emergency Medical Technician	24.99
12071 - Licensed Practical Nurse I	21.76
12072 - Licensed Practical Nurse II	24.34
12073 - Licensed Practical Nurse III	25.39
12100 - Medical Assistant	16.66
12130 - Medical Laboratory Technician	22.69
12160 - Medical Record Clerk	19.17
12190 - Medical Record Technician	21.44
12195 - Medical Transcriptionist	19.97
12210 - Nuclear Medicine Technologist	39.93
12221 - Nursing Assistant I	12.37
12222 - Nursing Assistant II	14.72
12223 - Nursing Assistant III	15.82
12224 - Nursing Assistant IV	16.79
12235 - Optical Dispenser	25.51
12236 - Optical Technician	16.64
12250 - Pharmacy Technician	16.04
12280 - Phlebotomist	18.47
12305 - Radiologic Technologist	30.89
12311 - Registered Nurse I	32.76
12312 - Registered Nurse II	38.41
12313 - Registered Nurse II, Specialist	38.41
12314 - Registered Nurse III	49.39
12315 - Registered Nurse III, Anesthetist	49.39
12316 - Registered Nurse IV	59.22
12317 - Scheduler (Drug and Alcohol Testing)	28.21
12320 - Substance Abuse Treatment Counselor	24.12
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	27.03
13012 - Exhibits Specialist II	33.49
13013 - Exhibits Specialist III	40.95
13041 - Illustrator I	26.51
13042 - Illustrator II	32.31
13043 - Illustrator III	39.22
13047 - Librarian	37.25
13050 - Library Aide/Clerk	15.79
13054 - Library Information Technology Systems Administrator	32.65
13058 - Library Technician	25.62
13061 - Media Specialist I	23.57
13062 - Media Specialist II	26.35
13063 - Media Specialist III	29.39
13071 - Photographer I	21.29
13072 - Photographer II	24.10
13073 - Photographer III	32.88
13074 - Photographer IV	38.49
13075 - Photographer V	46.55
13090 - Technical Order Library Clerk	15.70
13110 - Video Teleconference Technician	26.76
14000 - Information Technology Occupations	
14041 - Computer Operator I	19.00
14042 - Computer Operator II	21.26

14043 - Computer Operator III	23.71
14044 - Computer Operator IV	26.94
14045 - Computer Operator V	29.17
14071 - Computer Programmer I	(see 1)
14072 - Computer Programmer II	(see 1)
14073 - Computer Programmer III	(see 1)
14074 - Computer Programmer IV	(see 1)
14101 - Computer Systems Analyst I	(see 1)
14102 - Computer Systems Analyst II	(see 1)
14103 - Computer Systems Analyst III	(see 1)
14150 - Peripheral Equipment Operator	19.00
14160 - Personal Computer Support Technician	26.94
14170 - System Support Specialist	38.24
15000 - Instructional Occupations	

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15010 - Aircrew Training Devices Instructor (Non-Rated)	39.54
15020 - Aircrew Training Devices Instructor (Rated)	43.75
15030 - Air Crew Training Devices Instructor (Pilot)	52.46
15050 - Computer Based Training Specialist / Instructor	39.54
15060 - Educational Technologist	33.02
15070 - Flight Instructor (Pilot)	52.46
15080 - Graphic Artist	35.27
15085 - Maintenance Test Pilot, Fixed, Jet/Prop	45.66
15086 - Maintenance Test Pilot, Rotary Wing	45.66
15088 - Non-Maintenance Test/Co-Pilot	45.66
15090 - Technical Instructor	31.44
15095 - Technical Instructor/Course Developer	38.34
15110 - Test Proctor	25.30
15120 - Tutor	25.30
5000 - Laundry, Dry-Cleaning, Pressing And Related Occupations	
16010 - Assembler	11.62
16030 - Counter Attendant	11.62
16040 - Dry Cleaner	14.30
16070 - Finisher, Flatwork, Machine	11.62
16090 - Presser, Hand	11.62
16110 - Presser, Machine, Drycleaning	11.62
16130 - Presser, Machine, Shirts	11.62
16160 - Presser, Machine, Wearing Apparel, Laundry	11.62
16190 - Sewing Machine Operator	15.20
16220 - Tailor	16.18
16250 - Washer, Machine	12.60
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	20.89

1000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	16.96
21030 - Material Coordinator	24.69
21040 - Material Expediter	24.69
21050 - Material Handling Laborer	16.41
21071 - Order Filler	15.58
21080 - Production Line Worker (Food Processing)	16.96
21110 - Shipping Packer	15.49
21130 - Shipping/Receiving Clerk	15.49
21140 - Store Worker I	15.70
21150 - Stock Clerk	19.68
21210 - Tools And Parts Attendant	16.96
21410 - Warehouse Specialist	16.96
3000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	29.94
23019 - Aircraft Logs and Records Technician	25.24
23021 - Aircraft Mechanic I	28.82
23022 - Aircraft Mechanic II	29.94
23023 - Aircraft Mechanic III	31.05
23040 - Aircraft Mechanic Helper	22.42
23050 - Aircraft, Painter	26.60
23060 - Aircraft Servicer	25.24
23070 - Aircraft Survival Flight Equipment Technician	26.60
23080 - Aircraft Worker	26.59
19040 - Tool And Die Maker	24.21
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23091 - Aircrew Life Support Equipment (ALSE) Mechanic I	26.59
23092 - Aircrew Life Support Equipment (ALSE) Mechanic II	28.82
23110 - Appliance Mechanic	21.38
23120 - Bicycle Repairer	17.13
23125 - Cable Splicer	37.46
23130 - Carpenter, Maintenance	29.89
23140 - Carpet Layer	27.98
23160 - Electrician, Maintenance	37.18
23181 - Electronics Technician Maintenance I	25.08
23182 - Electronics Technician Maintenance II	29.17
23183 - Electronics Technician Maintenance III	31.14
23260 - Fabric Worker	30.80
23290 - Fire Alarm System Mechanic	21.67
23310 - Fire Extinguisher Repairer	24.76
23311 - Fuel Distribution System Mechanic	32.93
23312 - Fuel Distribution System Operator	29.92
23370 - General Maintenance Worker	24.67
23380 - Ground Support Equipment Mechanic	28.82
23381 - Ground Support Equipment Servicer	25.24
23382 - Ground Support Equipment Worker	26.59
23391 - Gunsmith I	24.76
23392 - Gunsmith II	27.63
23393 - Gunsmith III	29.98
23410 - Heating, Ventilation And Air-Conditioning Mechanic	28.89
23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	30.01
23430 - Heavy Equipment Mechanic	28.11

23440 - Heavy Equipment Operator	37.82
23460 - Instrument Mechanic	30.86
23465 - Laboratory/Shelter Mechanic	28.83
23470 - Laborer	15.95
23510 - Locksmith	21.78
23530 - Machinery Maintenance Mechanic	24.94
23550 - Machinist, Maintenance	20.81
23580 - Maintenance Trades Helper	16.90
23591 - Metrology Technician I	30.86
23592 - Metrology Technician II	33.34
23593 - Metrology Technician III	34.56
23640 - Millwright	34.28
23710 - Office Appliance Repairer	22.95
23760 - Painter, Maintenance	25.47
23790 - Pipefitter, Maintenance	33.83
23810 - Plumber, Maintenance	32.93
23820 - Pneudraulic Systems Mechanic	29.98
23850 - Rigger	26.80
23870 - Scale Mechanic	27.63
23890 - Sheet-Metal Worker, Maintenance	30.55
23910 - Small Engine Mechanic	20.63
23931 - Telecommunications Mechanic I	34.00
23932 - Telecommunications Mechanic II	35.42
23950 - Telephone Lineman	36.19
23960 - Welder, Combination, Maintenance	23.02
23965 - Well Driller	27.38
23970 - Woodcraft Worker	28.48
23980 - Woodworker	21.45
24000 - Personal Needs Occupations	
24550 - Case Manager	16.38
24570 - Child Care Attendant	13.87
24580 - Child Care Center Clerk	17.30
24610 - Chore Aide	
12.67	
24620 - Family Readiness And Support Services	
16.38	
Coordinator	
24630 - Homemaker	
19.21	
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	31.93
25040 - Sewage Plant Operator	29.71
25070 - Stationary Engineer	31.93
25190 - Ventilation Equipment Tender	26.08
25210 - Water Treatment Plant Operator	29.71
27000 - Protective Service Occupations	
27004 - Alarm Monitor	21.03
27007 - Baggage Inspector	17.98
27008 - Corrections Officer	34.07
27010 - Court Security Officer	33.73
27030 - Detection Dog Handler	20.36
27040 - Detention Officer	34.07
27070 - Firefighter	34.56
27101 - Guard I	17.98
27102 - Guard II	20.36
27131 - Police Officer I	35.61
27132 - Police Officer II	39.53
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	17.13
28042 - Carnival Equipment Repairer	17.97

28043 - Carnival Worker	14.67
28210 - Gate Attendant/Gate Tender	16.49
28310 - Lifeguard	13.13
28350 - Park Attendant (Aide)	18.46
28510 - Recreation Aide/Health Facility Attendant	18.95
28515 - Recreation Specialist	22.88
28630 - Sports Official	14.69
28690 - Swimming Pool Operator	20.98
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	32.89
29020 - Hatch Tender	32.89
29030 - Line Handler	32.89
29041 - Stevedore I	28.84
29042 - Stevedore II	36.14
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	41.15
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	28.37
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	31.25
30021 - Archeological Technician I	19.69
30022 - Archeological Technician II	22.02
30023 - Archeological Technician III	27.27
30030 - Cartographic Technician	27.27
30040 - Civil Engineering Technician	27.73
30051 - Cryogenic Technician I	27.16
30052 - Cryogenic Technician II	29.99
30061 - Drafter/CAD Operator I	19.69
30062 - Drafter/CAD Operator II	22.02
30063 - Drafter/CAD Operator III	24.55
30064 - Drafter/CAD Operator IV	30.20
30081 - Engineering Technician I	19.98
30082 - Engineering Technician II	22.47
30083 - Engineering Technician III	25.28
30084 - Engineering Technician IV	31.22
30085 - Engineering Technician V	38.08
30086 - Engineering Technician VI	46.07
30090 - Environmental Technician	23.32
30095 - Evidence Control Specialist	24.52
30210 - Laboratory Technician	21.83
30221 - Latent Fingerprint Technician I	26.81
30222 - Latent Fingerprint Technician II	29.61
30240 - Mathematical Technician	26.78
30361 - Paralegal/Legal Assistant I	23.36
30362 - Paralegal/Legal Assistant II	28.94
30363 - Paralegal/Legal Assistant III	35.39
30364 - Paralegal/Legal Assistant IV	42.84
30375 - Petroleum Supply Specialist	29.99
30390 - Photo-Optics Technician	27.27
30395 - Radiation Control Technician	29.99
30461 - Technical Writer I	27.81
30462 - Technical Writer II	33.91
30463 - Technical Writer III	41.04
30491 - Unexploded Ordnance (UXO) Technician I	26.15
30492 - Unexploded Ordnance (UXO) Technician II	31.64
30493 - Unexploded Ordnance (UXO) Technician III	37.92
30494 - Unexploded (UXO) Safety Escort	26.15
30495 - Unexploded (UXO) Sweep Personnel	26.15
30501 - Weather Forecaster I	27.16
30502 - Weather Forecaster II	33.03
30620 - Weather Observer, Combined Upper Air Or Surface Programs	(see 2) 24.55

30621 - Weather Observer, Senior	(see 2)	27.27
31000 - Transportation/Mobile Equipment Operation Occupations		
31010 - Airplane Pilot		31.64
31020 - Bus Aide		18.04
31030 - Bus Driver		21.88
31043 - Driver Courier		16.75
31260 - Parking and Lot Attendant		10.97
31290 - Shuttle Bus Driver		17.80
31310 - Taxi Driver		15.21
31361 - Truckdriver, Light		17.80
31362 - Truckdriver, Medium		18.87
31363 - Truckdriver, Heavy		24.52
31364 - Truckdriver, Tractor-Trailer		24.52
99000 - Miscellaneous Occupations		
99020 - Cabin Safety Specialist		15.43
99030 - Cashier		10.95
99050 - Desk Clerk		16.69
99095 - Embalmer		31.36
99130 - Flight Follower		26.15
99251 - Laboratory Animal Caretaker I		16.32
99252 - Laboratory Animal Caretaker II		17.14
99260 - Marketing Analyst		34.76
99310 - Mortician		34.64
99410 - Pest Controller		18.75
99510 - Photofinishing Worker		16.23
99710 - Recycling Laborer		21.76
99711 - Recycling Specialist		24.85
99730 - Refuse Collector		20.20
99810 - Sales Clerk		14.70
99820 - School Crossing Guard		15.86
99830 - Survey Party Chief		23.68
99831 - Surveying Aide		15.48
99832 - Surveying Technician		20.42
99840 - Vending Machine Attendant		21.12
99841 - Vending Machine Repairer		25.57
99842 - Vending Machine Repairer Helper		20.88

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 5 years, 4 weeks after 10 years, and 5 weeks after 20 years.

Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

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

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

1) COMPUTER EMPLOYEES: Under the SCA at section 8(b), this wage determination does not apply to any employee who individually qualifies as a bona fide executive, administrative, or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals, (29 C.F.R. 541.

400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition, because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformances may be necessary for certain nonexempt employees. For example, if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate, then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

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

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

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

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

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

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday

premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

** HAZARDOUS PAY DIFFERENTIAL **

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

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

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

** UNIFORM ALLOWANCE **

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

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

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

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

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

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination (See 29 CFR 4.6(b)(2)(i)). Such conforming procedures shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees (See 29 CFR 4.6(b)(2)(ii)). The Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be paid to all employees performing in the classification from the first day of work on which contract work is performed by them in the classification. Failure to pay such unlisted employees the compensation agreed upon by the interested parties and/or fully determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract. (See 29 CFR 4.6(b)(2)(v)). When multiple wage determinations are included in a contract, a separate SF-1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order the proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or

where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.

3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the U.S. Department of Labor, Wage and Hour Division, for review (See 29 CFR 4.6(b)(2)(ii)).

4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.

5) The contracting officer transmits the Wage and Hour Division's decision to the contractor.

6) Each affected employee shall be furnished by the contractor with a written copy of such determination or it shall be posted as a part of the wage determination (See 29 CFR 4.6(b)(2)(iii)).

Information required by the Regulations must be submitted on SF-1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" should be used to compare job definitions to ensure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination (See 29 CFR 4.152(c)(1)).

SECTION E - SOLICITATION PROVISIONS

E.1 52.212-1 INSTRUCTIONS TO OFFERORS—COMMERCIAL ITEMS (OCT 2015)

(a) *North American Industry Classification System (NAICS) code and small business size standard.* The NAICS code and small business size standard for this acquisition appear in Block 10 of the solicitation cover sheet (SF 1449). However, the small business size standard for a concern which submits an offer in its own name, but which proposes to furnish an item which it did not itself manufacture, is 500 employees.

(b) *Submission of offers.* Submit signed and dated offers to the office specified in this solicitation at or before the exact time specified in this solicitation. Offers may be submitted on the SF 1449, letterhead stationery, or as otherwise specified in the solicitation. As a minimum, offers must show—

- (1) The solicitation number;
- (2) The time specified in the solicitation for receipt of offers;
- (3) The name, address, and telephone number of the offeror;
- (4) A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary;
- (5) Terms of any express warranty;
- (6) Price and any discount terms;
- (7) "Remit to" address, if different than mailing address;
- (8) A completed copy of the representations and certifications at FAR 52.212-3 (see FAR 52.212-3(b) for those representations and certifications that the offeror shall complete electronically);
- (9) Acknowledgment of Solicitation Amendments;
- (10) Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items and other references (including contract numbers, points of contact with telephone numbers and other relevant information); and
- (11) If the offer is not submitted on the SF 1449, include a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. Offers that fail to furnish required representations or information, or reject the terms and conditions of the solicitation may be excluded from consideration.

(c) *Period for acceptance of offers.* The offeror agrees to hold the prices in its offer firm for 30 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.

(d) *Product samples.* When required by the solicitation, product samples shall be submitted at or prior to the time specified for receipt of offers. Unless otherwise specified in this solicitation, these samples shall

be submitted at no expense to the Government, and returned at the sender's request and expense, unless they are destroyed during preaward testing.

(e) *Multiple offers.* Offerors are encouraged to submit multiple offers presenting alternative terms and conditions or commercial items for satisfying the requirements of this solicitation. Each offer submitted will be evaluated separately.

(f) Late submissions, modifications, revisions, and withdrawals of offers.

(1) Offerors are responsible for submitting offers, and any modifications, revisions, or withdrawals, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that offers or revisions are due.

(2)(i) Any offer, modification, revision, or withdrawal of an offer received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and—

(A) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of offers; or

(B) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

(C) If this solicitation is a request for proposals, it was the only proposal received.

(ii) However, a late modification of an otherwise successful offer, that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(3) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the offer wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(4) If an emergency or unanticipated event interrupts normal Government processes so that offers cannot be received at the Government office designated for receipt of offers by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(5) Offers may be withdrawn by written notice received at any time before the exact time set for receipt of offers. Oral offers in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for receipt of offers, subject to the conditions specified in the solicitation concerning facsimile offers. An offer may be withdrawn in person by an offeror or its authorized representative if, before the exact time set for receipt of offers, the identity of the person requesting withdrawal is established and the person signs a receipt for the offer.

(g) *Contract award (not applicable to Invitation for Bids)*. The Government intends to evaluate offers and award a contract without discussions with offerors. Therefore, the offeror's initial offer should contain the offeror's best terms from a price and technical standpoint. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary. The Government may reject any or all offers if such action is in the public interest; accept other than the lowest offer; and waive informalities and minor irregularities in offers received.

(h) *Multiple awards*. The Government may accept any item or group of items of an offer, unless the offeror qualifies the offer by specific limitations. Unless otherwise provided in the Schedule, offers may not be submitted for quantities less than those specified. The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit prices offered, unless the offeror specifies otherwise in the offer.

(i) Availability of requirements documents cited in the solicitation.

(1)(i) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, and copies of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained for a fee by submitting a request to—

GSA Federal Supply Service Specifications Section

Suite 8100 470 East L'Enfant Plaza, SW

Washington, DC 20407

Telephone (202) 619-8925

Facsimile (202) 619-8978.

(ii) If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this solicitation, a single copy of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained free of charge by submitting a request to the addressee in paragraph (i)(1)(i) of this provision. Additional copies will be issued for a fee.

(2) Most unclassified Defense specifications and standards may be downloaded from the following ASSIST websites:

(i) ASSIST (<https://assist.dla.mil/online/start/>);

(ii) Quick Search (<http://quicksearch.dla.mil/>);

(iii) ASSISTdocs.com (<http://assistdocs.com>).

(3) Documents not available from ASSIST may be ordered from the Department of Defense Single Stock Point (DoDSSP) by?

(i) Using the ASSIST Shopping Wizard (<https://assist.dla.mil/wizard/index.cfm>);

(ii) Phoning the DoDSSP Customer Service Desk (215) 697-2179, Mon-Fri, 0730 to 1600 EST; or

(iii) Ordering from DoDSSP, Building 4, Section D, 700 Robbins Avenue, Philadelphia, PA 19111-5094, Telephone (215) 697-2667/2179, Facsimile (215) 697-1462.

(4) Nongovernment (voluntary) standards must be obtained from the organization responsible for their preparation, publication, or maintenance.

(j) *Data Universal Numbering System (DUNS) Number.* (Applies to all offers exceeding \$3,500, and offers of \$3,500 or less if the solicitation requires the Contractor to be registered in the System for Award Management (SAM) database. The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS +4" followed by the DUNS or DUNS +4 number that identifies the offeror's name and address. The DUNS +4 is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the offeror to establish additional SAM records for identifying alternative Electronic Funds Transfer (EFT) accounts (see FAR Subpart 32.11) for the same concern. If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. An offeror within the United States may contact Dun and Bradstreet by calling 1-866-705-5711 or via the internet at <http://www.fedgov.dnb.com/webform>. An offeror located outside the United States must contact the local Dun and Bradstreet office for a DUNS number. The offeror should indicate that it is an offeror for a Government contract when contacting the local Dun and Bradstreet office.

(k) *System for Award Management.* Unless exempted by an addendum to this solicitation, by submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the SAM database prior to award, during performance and through final payment of any contract resulting from this solicitation. If the Offeror does not become registered in the SAM database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror. Offerors may obtain information on registration and annual confirmation requirements via the SAM database accessed through <https://www.acquisition.gov>.

(l) *Debriefing.* If a post-award debriefing is given to requesting offerors, the Government shall disclose the following information, if applicable:

- (1) The agency's evaluation of the significant weak or deficient factors in the debriefed offeror's offer.
- (2) The overall evaluated cost or price and technical rating of the successful and the debriefed offeror and past performance information on the debriefed offeror.
- (3) The overall ranking of all offerors, when any ranking was developed by the agency during source selection.
- (4) A summary of the rationale for award;
- (5) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.
- (6) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

(End of Provision)

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

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

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

1. Proposals must be submitted on or before September 28, 2016, 10:00 am, Eastern Standard Time, to the Administrative Contract Officer: Jarrod Bowsky, via email at Janice.Brooks@va.gov (preferred method) or mailed to: [James J. Peters Medical Center, 130 W Kingsbridge Road, Room 9B-16, Bronx, New York 10468](#)
2. Any questions concerning this solicitation are due to the Contracting Officer, Darryl M. Majors at Darryl.Majors@va.gov No Later Than September 26, 2016 3:00 pm Eastern Standard Time. Responses to questions will be posted on September 26, 2016.
3. The Contracting Officer (CO) and Contract Specialist (CS) are the sole Points of Contact for this acquisition. Address all questions or concerns you may have to the CO and CS. All questions regarding this solicitation shall be submitted in writing via electronic mail to both the CO and CS.

Darryl M. Majors	Janice Brooks
Contract Officer	Administrative Contract Officer
Email: Darryl.Majors@va.gov	Email: Janice.Brooks@va.gov
Telephone: 908 647-0180 x4030	Telephone: 718-741-4320

4. Request a proposal which contains the offeror's best terms from a cost or price and technical standpoint. The offeror shall submit a proposal via email to Janice.Brooks@va.gov. All file attachments shall be in Word or PDF. In the event the file is too large to submit in a single email, multiple emails may be submitted, but enter information indicating how many emails in the body of the first email. All elements of the offeror's proposal must be received by the date and time indicated on SF 1449, block 8 of this solicitation.
5. The submission shall be clearly indexed and logically assembled. Each volume shall be clearly identified and shall begin at the top of a page. All pages of each volume shall be appropriately numbered and identified by the complete company name, date and solicitation number in the header and/or footer.
 - (a) Each paragraph shall be separated by at least one blank line. A standard, 12-point font size applies and an Arial or Calibri pitch applies. Margins: Top, Bottom, Left, Right – 1 inch, Page Size: 8-1/2" X 11." Tables and illustrations may use a reduced font size not less than 8-point and may be landscape. Charts and graphs may be on 11" X 17" paper, tri-folded to match the other 8-1/2" X 11" pages in the volume and will count as one page in the proposal.

- (b) All information related to pricing shall be included in the section of the proposal defined as Price Schedule or Schedule. UNDER NO CIRCUMSTANCES shall pricing data be included elsewhere in the proposal.

6. The following additional restrictions apply:

- (a) Content Requirements: All information shall be confined to the appropriate volume/section. The Offeror shall confine submission to essential matters, sufficient to define the proposal and provide adequate basis for evaluation. Offerors are responsible for including sufficient details, in a concise manner, to permit a complete and accurate evaluation of each proposal. Proprietary information shall be clearly marked. Page limitations shall be treated as maximums. If exceeded, the excess pages will not be read or considered in the evaluation of the proposal. If there are more than 45 lines of text on a page, the additional lines will not be evaluated. Headers, footers, and page numbers are not included in the line count.

- (b) Each page shall be counted except the following:

- a. Volume Cover Pages
- b. Table of Contents
- c. Summary Section
- d. Glossaries
- e. Tabs
- f. Dividers
- g. Blank pages
- h. Permits/Licenses
- i. Pricing Schedule
- j. Published Price List or Government Discount Rate
- k. Online Representation and Certifications Application (ORCA)
- l. Past Performance Questionnaires
- m. Points of contacts list completing past performance questionnaires

7. Each paragraph shall be separated by at least one blank line. A standard, 12-point font size applies and an Arial or Calibri pitch applies. Margins: Top, Bottom, Left, Right – 1 inch, Page Size: 8-1/2” X 11.” Tables and illustrations may use a reduced font size not less than 8-point and may be landscape. Charts and graphs may be on 11” X 17” paper, tri-folded to match the other 8-1/2” X 11” pages in the volume and will count as one page in the proposal.

- (a) Proposal documents. Proposals shall be prepared with four separate volumes as follows:

- i. Volume I Business Proposal
- ii. Volume II Technical Capability
- iii. Volume III Present and Past Performance
- iv. Volume IV Price Proposal

Volume	Title	Format	Maximum Page Limit
I	Business Proposal	Email	2
II	Technical Capability/Risk	Email	15
III	Past Performance	Email	3 pages per reference

IV	Price Proposal	Email	Complete attached schedule
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(b) Volume I – BUSINESS PROPOSAL:

1. Cover Letter and Introduction identifying the Offeror: i.e., name, address, telephone and fax numbers, email address, Case Code, DUNS number, the solicitation number, and the contents of the proposal.
2. Proposal: The proposal shall be valid for 60 days.
3. Permits/Licenses: The offeror shall submit a list of all current permits, licenses, and certificates required by Federal, state and local authorities as required in the Statement of Work. The list shall include the type permit, license, certificate, the regulatory authority issuing the document(s) and the expiration date. This includes but is not limited to DOT, EPA, OSHA and individual state regulation requirements.
4. Representations and Certifications: One completed original copy of all representations and certifications. A completed copy of FAR provision 52.212-3 Offeror Representation and Certifications – Commercial Items. If the Offeror has completed the Online Representations and Certifications Application (ORCA) at <http://orca.bpn.gov>, the offeror shall indicate such on the FAR and VAAR provisions and submit a printout of the ORCA Representations and Certifications.
5. The Offeror shall provide with its proposal, points of contact (POCs) for administration of any resulting contract should the Offeror be selected. These POCs shall be available during normal business hours and other than normal business hours. The POC for other than normal business hours will be contacted only in the event of emergencies. Accordingly, the named individual(s) should possess sufficient corporate authority to effectively deal with emergency situations. The telephone number(s) provided should be functional at all times. If there are different POCs for different conditions, such as weekdays, weekends, holidays, etc., please furnish all and explain as follows:
 - (a) Offeror's normal business hours/days
 - (b) Points of contact during normal business hours
 - (c) Points of contact for other than normal business hours

- (c) Volume II – TECHNICAL CAPABILITY: This volume shall include the following: Volume II shall be addressed in sufficient written detail for the Government to determine if the proposal submitted addresses all aspects of the Government's requirement. Along with addressing components of the Work Statement, the proposal

shall address the extent to which potential risks are identified and mitigated. The offeror shall submit a summary of experience of a similar nature, scope, complexity, difficulty, and size to that which will be supplied under the prospective contract contemplated by this solicitation. The offeror's offer shall reflect the experience and qualifications of key contractor personnel and shall include resumes for key personnel identified in the SOW. Offeror shall provide a draft quality control plan to demonstrate their ability to meet the requirements of this solicitation. The technical portion of the proposal shall provide sufficient detail for the Government to determine whether the proposal acceptably meets the requirements stated herein. Statements that the offeror understands, can or will comply with all specifications, or statements paraphrasing the specifications of parts thereof, or phrases such as "standard procedures will be used" or "well-known techniques will be used" will be considered unacceptable. The technical proposal shall not have any identifying information (i.e. entity name, DUNS number) pertaining to the offeror; this does not apply to identifying proposed subcontractors. Offeror's identifying information is limited to only the Business Proposal. Please send a redacted copy of your Technical Approach.

(d) Volume III – PAST PERFORMANCE:

1. Submit evidence of current and past performance on no more than three of your most recent (within past 3 years) contracts or subcontracts which the offeror considers relevant in demonstrating their ability to perform the proposed effort. Submit contracts either currently in performance or those that were completed within the past three years. Relevant contracts are defined as those with similar scope and magnitude of effort and complexities. Offerors may submit references for contracts or subcontracts. Offerors that are newly formed entities without prior contract experience shall provide a list of references where their key personnel worked on the same or similar contracts.
2. For each contract reference submitted, the offeror must include the information listed below:
 - (a) Customer/Client Name and address
 - (b) Agency Point of Contact with phone numbers and email information
 - (c) Contract number, Place and Period of Performance, and Contract Type (i.e., firm fixed price, cost-reimbursement)
 - (d) Facility Type with Gross Square Footage information
 - (e) Contract value
 - (f) Description of Services to include narrative description and the reason the offeror considers the contract to be relevant to the effort required by this solicitation
 - (g) Performance ratings
 - (h) Other information asked of the client
 - (i) Additional comments, as required

3. For each contract, the offeror shall complete Part I of the Past Performance Evaluation Questionnaire and have the reference complete Part II. Completed questionnaires are to be submitted at the time the full proposal is emailed to the receiving POC. Questionnaires received after the proposal due date and time will not be considered. The offeror shall also e-mail the Contract Specialist a list of all POCs, to include name, email and phone number, who were sent a questionnaire, but did not reply.
4. The offeror is responsible for ensuring that the contact information on references is correct and that the individuals are available for the government to contact. The Government will not be responsible for tracking incorrect references and phone numbers, or those questionnaires not submitted by the due date.
5. Offerors are encouraged to provide details on any current and past performance problems and the corrective actions taken. Additionally, the Government may or may not obtain information on all of the offeror's listed contract references and/or may or may not contact all of the identified POCs.
6. The Government may obtain current and past performance information from sources other than those provided by the offeror from its own databases such as the Past Performance Information Retrieval System (PPIRS), or from any other source it deems appropriate.

(e) Volume IV – PRICING:

1. Schedule Pricing for Requirements. The offeror shall submit proposed pricing for all contract line items (CLINs) identified in the Price Schedule, unless otherwise noted. The pricing shall be firm fixed price. The offeror shall complete the attached Price Schedule and submit with the proposal along with the published price list or government discount rate. The price schedule will be incorporated as part of the award and resulting orders. Failure to submit prices for all CLINs may render a proposal ineligible for award.
2. Instructions to completing Price Schedule:
 - (a) The offeror shall include unit price [i.e. per hour (HR), month (MO), etc.], extended price and total price. The offeror shall limit their unit and extended prices to two (2) decimal places.
 - (b) The offeror shall submit the total pricing for the entire contract period with a breakout for the base year total amount and total amount for each option year.

(f) RFQ Documents. Offerors are required to submit a completed SF1449 (including acknowledgement of Amendments) and FAR Provision 52.212-1. The documents will be organized as follows and contain the identified information.

1. Executive Summary. Provide an executive summary that introduces the contractor team and proposal submission, to include a list of team members and subcontractors and the task areas they are designated to provide support. The executive summary shall also include a list of the proposal package contents.
2. Signed SF 1449 and Amendments. The SF 1449 will be submitted fully completed. The offeror is cautioned that the SF 1449 must contain an original signature in block 30a of the form. The contract will acknowledge all amendments to the RFQ in accordance with the instructions on the SF 1449 and with Addendum to FAR 52.212-1, Instruction to Offerors – Commercial Items.
3. Contact Information. The Offeror shall provide a contact list (with phone numbers, fax numbers, mailing addresses, email addresses, etc.) including the name and title of the company/division point of contact regarding decisions made with respect to your proposal and who can obligate your company contractually. Also, identify those individuals authorized to negotiate with the Government on behalf of your company.
4. Responsibility Statement. The Offeror shall submit a statement of their responsibility in accordance with FAR 9.104-1 along with supporting documents, such as an Annual Profit and Loss Statement, or other such document to indicate that the Offeror possess adequate financial responsibility, or the ability to obtain such resources. This will be used in the Government's determination of responsibility for the Offeror.
5. Representation, Certification, and Other Statements of Offerors. In accordance with provisions FAR 52.212-3, Offerors Representations and Certifications – Commercial Items, the offeror will ensure that Representation, Certifications, and Other statements are submitted thoroughly completed with all blocks in each certification/representation completed truthfully and completely. If offeror has completed Representations, Certifications, and Other Statements of Offerors via the System for Award Management (SAM) (www.sam.gov), please indicate date registered and date of expiration.
6. Organizational Conflict of Interests (OCI) Mitigation Plan (If Applicable). Each offer shall provide an OCI mitigation plan, if applicable, to its proposal.

(End of Addendum to 52.212-1)

E.2 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/>

(End of Provision)

E.3 VAAR 852.209-70 ORGANIZATIONAL CONFLICTS OF INTEREST (JAN 2008)

(a) It is in the best interest of the Government to avoid situations which might create an organizational conflict of interest or where the offeror's performance of work under the contract may provide the contractor with an unfair competitive advantage. The term "organizational conflict of interest" means that because of other activities or relationships with other persons, a person is unable to render impartial assistance or advice to the Government, or the person's objectivity in performing the contract work is or might be otherwise impaired, or the person has an unfair competitive advantage.

(b) The offeror shall provide a statement with its offer which describes, in a concise manner, all relevant facts concerning any past, present, or currently planned interest (financial, contractual, organizational, or otherwise) or actual or potential organizational conflicts of interest relating to the services to be provided under this solicitation. The offeror shall also provide statements with its offer containing the same information for any consultants and subcontractors identified in its proposal and which will provide services under the solicitation. The offeror may also provide relevant facts that show how its organizational and/or management system or other actions would avoid or mitigate any actual or potential organizational conflicts of interest.

(c) Based on this information and any other information solicited or obtained by the contracting officer, the contracting officer may determine that an organizational conflict of interest exists which would warrant disqualifying the contractor for award of the contract unless the organizational conflict of interest can be mitigated to the contracting officer's satisfaction by negotiating terms and conditions of the contract to that effect. If the conflict of interest cannot be mitigated and if the contracting officer finds that it is in the best interest of the United States to award the contract, the contracting officer shall request a waiver in accordance with FAR 9.503 and 48 CFR 809.503.

(d) Nondisclosure or misrepresentation of actual or potential organizational conflicts of interest at the time of the offer, or arising as a result of a modification to the contract, may result in the termination of the contract at no expense to the Government.

(End of Provision)

E.4 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.

(End of Provision)

E.5 VAAR 852.233-71 ALTERNATE PROTEST PROCEDURE (JAN 1998)

As an alternative to filing a protest with the contracting officer, an interested party may file a protest with the Deputy Assistant Secretary for Acquisition and Materiel Management, Acquisition Administration Team, Department of Veterans Affairs, 810 Vermont Avenue, NW., Washington, DC 20420, or for solicitations issued by the Office of Construction and Facilities Management, the Director, Office of Construction and Facilities Management, 810 Vermont Avenue, NW., Washington, DC 20420. The protest will not be considered if the interested party has a protest on the same or similar issues pending with the contracting officer.

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

(End of Provision)

E.6 VAAR 852.252-70 SOLICITATION PROVISIONS OR CLAUSES INCORPORATED BY REFERENCE (JAN 2008)

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

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

(End of Provision)

E.7 VAAR 852.270-1 REPRESENTATIVES OF CONTRACTING OFFICERS (JAN 2008)

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

(End of Provision)

E.8 52.217-5 EVALUATION OF OPTIONS (JUL 1990)

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

(End of Provision)

E.9 52.212-2 EVALUATION—COMMERCIAL ITEMS (OCT 2014)

As prescribed in [12.301\(c\)](#), the Contracting Officer may insert a provision substantially as follows:

(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:

(1) FACTORS TO BE EVALUATED

1. Technical Capability – Volume I
2. Past Performance - Volume II
3. Price – Volume III

(a) *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).

(b) 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.

(Addendum to FAR 52.212-2)

(c) **Basis of Award:** This is a best value selection conducted in accordance with Federal Acquisition Regulation (FAR) FAR PART 12.203. Award shall be made to a single Offeror who is deemed responsible in accordance with the FAR, whose proposal conforms to the solicitation requirements, and whose proposal, judged by an overall assessment of the evaluation criteria and other considerations specified in this solicitation, represents the Lowest Price Technically Acceptable offer. A basis for trade-offs between cost/price and non-cost/price factors are not permitted.

- (1) Award will be made to the offeror whose proposal is deemed technically acceptable (technical capability and past performance) and offers the lowest price.
- (2) The Government will evaluate the offeror's technical proposal to determine whether it satisfies the minimum for successful contract performance. In order to be considered for award, offerors proposal must receive 'acceptable' rating in every non-priced factor and element.

- (3) The Government will evaluate proposed prices for reasonableness. Proposed prices evaluated as unreasonable may be grounds for eliminating an offer from competition. Price analysis techniques in accordance with FAR 12.209 will be used to determine the total evaluated price to support the selection of the lowest price technically acceptable offeror.
- (4) The Government intends to evaluate proposals and award a maximum of one (1) contract without discussions with offerors. Therefore, the offeror's initial proposal should contain its best terms from a technical and price standpoint.
- (5) The Contracting Officer will make a determination of responsibility in accordance with the standards of FAR 9.104. In order to be determined responsible, a prospective contractor must meet all standards of FAR 9.104-1.

(e) EVALUATION APPROACH

- (1) All proposals shall be subject to evaluation by a team of Government personnel. The Government intends to award without discussions based upon the initial evaluation of quotes, however the Government reserves the right to hold discussions.
- (2) All vendors are advised that, in the interest of efficiency, the Government reserves the right to conduct the evaluation in the most effective manner. Specifically, the Government may first evaluate the total proposed price of all vendors. Thereafter, the Government will evaluate the technical proposal of the lowest priced vendor only. If the lowest priced vendor's technical proposal is determined to be rated as Acceptable, the Government may make award to that vendor without further evaluation of the remaining vendors' technical proposals. If the lowest priced vendor's technical proposal is determined to be rated as Unacceptable, then the Government may evaluate the next lowest priced technical proposal, and so forth and so on, until the Government reaches the lowest priced technical proposal that is determined to be rated as Acceptable. However, the Government reserves the right to evaluate all vendors' technical proposals should it desire to conduct discussions, or otherwise determine it to be in the Government's best interest.
- (3) All proposals shall be subject to evaluation by a team of Government personnel. Non-government advisors will not be used.
- (4) The proposal will be evaluated strictly in accordance with its written content. Proposals which merely restate the requirement or state that the requirement will be met, without providing supporting rationale, are not sufficient. Vendors who fail to meet the minimum requirements of the solicitation will be rated Unacceptable.

- (f) MANAGMENT APPROACH. The evaluation process will consider the extent to which the proposal demonstrates a clear understanding of the technical features involved in meeting the solicitation requirements and whether the vendor's methods and approach have adequately and completely considered, defined and satisfied the requirements in the Solicitation.

(1) Non-price Factor 1: Technical

- i. Key Personnel - Vendor shall identify all key personnel proposed to work on this requirement. This shall include a project manager/supervisor and describe the roles and responsibilities of each team member. The Contractor shall provide its organizational chart, clearly identifying the management structure of key personnel,

lines of communication with proposed team to include subcontractors, and a description of roles and responsibilities for each key personnel. The Contractor's management

approach must demonstrate how it plans to conduct operations to include any contingency plans; its process for development of policies and procedures; experience in program development, program oversight, recruiting and supervisory experience.

Additionally, describe the skills, training and experience of each team member. Provide key personnel resumes in response to this factor to demonstrate skills, training and experience of proposed team members.

- ii. Vendor Expertise - Vendor shall demonstrate their technical expertise by describing their technical approach to performing all tasks specified in this requirement.
- iii. Contingency - Vendor shall describe their contingency plan to continue to meet the requirements of the TFC St. Albans in case of emergencies such as failed equipment, utilities, transport or other systems that may jeopardize continuity of service to the TFC St. Albans.
- iv. The following table describes the Technical Acceptable/Unacceptable Ratings:

RATING	DESCRIPTION
Acceptable	A proposal that satisfies all of the Government's requirements with adequate detail to indicate feasibility of the approach and shows an understanding of the problems and offers some significant strengths or numerous minor strengths, which are not offset by weaknesses, with an overall moderate to high degree of risk in meeting the Government's requirements
Unacceptable	A proposal that contains one or more major errors, omissions or deficiencies that indicate a lack of understanding of the problems or an approach that cannot be expected to meet requirements or involves a very high risk; and none of these conditions can be corrected without a major rewrite or revision of the proposal.

(2) Factor II – Past Performance

- i. **PAST PERFORMANCE:** The Past Performance evaluation will assess the offeror's probability of meeting the solicitation's requirements as indicated by that offeror's record of past performance. Offerors shall provide references for contracts/agreements performed of similar size, scope, and complexity for the previous 36 months. Submit reference name, title, organization, email address, phone number, type of service, and period of performance. Past Performance is assessed at the factor level after evaluating aspects of the offeror's recent past performance and focusing on performance that is relevant to the services being procured under this solicitation. Offerors are cautioned that in conducting the performance risk assessment, the Government may use data provided in the

offeror's proposal and data obtained from other sources, such as the Past Performance Information Retrieval System (PPIRS), Federal Awardee Performance and Integrity Information System (FAPIS), Electronic Subcontract Reporting System (eSRS), or other databases; interviews with

Program Managers, and Contracting Officers. The information obtained may be used for both responsibility determination and the best value decision. The absence of past performance data equates to an unknown risk rating having no positive or negative evaluation significance. Past Performance areas of evaluation include.

- a. Business Relations
 - b. Quality of Service
 - c. Schedule
 - d. Customer Satisfaction
- ii. Each offeror will receive a performance confidence assessment rating based on the Offeror's recent past performance, focusing on performance that is relevant to the Contract requirements.
 - a. Recently Assessment. An assessment of the past performance information will be made to determine if it is recent. To be recent, the effort must be ongoing or must have been performed during the past 3 years from the date of issuance of this solicitation. Past performance information that fails this condition will not be evaluated.
 - b. Relevancy Assessment. To be relevant, the effort must be similar in nature of work, size, and complexity. The Government will conduct an in-depth evaluation of all recent performance information obtained to determine if it is the same or similar in nature of work, size, and complexity to the services/products being procured under this solicitation. Recent past performance is defined as not more than 3 years from the RFQ release date; relevant in terms of similar nature of work, size and complexity.
- iii. A relevancy determination of the offeror's (including joint venture partner(s) and major and critical subcontractor(s)) past performance will be made. In determining relevancy for individual contracts, consideration will be given to the effort, or portion of the effort, being proposed by the offeror, teaming partner, or subcontractor whose contract is being reviewed and evaluated. In establishing what is relevant for the acquisition, consideration should be given to what aspects of an offeror's contract history would give the most confidence that the offeror will satisfy the current procurement. The past performance information provided in the proposal and obtained from other sources will be used to establish the relevancy of past performance. The first aspect, how relevant a recent effort accomplished by the offeror is to the effort to be acquired through the source selection, will be rated with the below scale.

Past Performance Relevancy Ratings	
Rating	Definition
Relevant	Present/past performance effort involved similar scope and magnitude of effort and complexities this solicitation requires.
Not Relevant	Present/past performance effort involved little or none of the scope and magnitude of effort and complexities this solicitation requires.

- i. The Past Performance Evaluation Team will review this past performance information and determine the quality and usefulness as it applies to performance confidence assessment.
- ii. Assigning Ratings. The Past Performance Factor will be assigned one of the rating defined below:

TABLE 2 – PAST PERFORMANCE RELEVANCY RATINGS	
Rating	Definition
Low Risk	Little doubt exists, based on the Offeror's performance record, that the Offeror can perform the proposed effort.
Medium Risk	Some doubt exists, based on the Offeror's performance record, that the Offeror can perform the proposed effort.
Unknown Risk	Little or no relevant performance record identifiable; equates to an unknown risk rating having no favorable or unfavorable evaluation significance.

- iii. Offerors 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. Therefore, the offeror shall be determined to have unknown past performance. In the context of acceptability/unacceptability, "unknown" shall be considered "acceptable".
- iv. If the Contracting Officer determines that a small business's past performance is not acceptable, this matter shall be referred to the Small Business Administration for a Certificate of Competency determination (see FAR 15.101-2(b)(1)), in accordance

with the procedures contained in Subpart 19.6 and 15 U.S.C. 637(b)(7).

(3) Factor III – Price

- i. **PRICE EVALUATION:** Award will be made on the basis of the lowest evaluated price of proposal meeting or exceeding the acceptability standards for non-cost factors. Price analysis will be used to determine the total evaluated price to support the selection of the lowest priced technically acceptable offer. Price will not be scored or rated. Evaluation of price will be performed using one or more of the price analysis techniques in FAR 8.405-2

(d) through these techniques the Government will determine whether an Acceptable Offeror's price is reasonable FAR 8.405-2 (d) and balanced IAW FAR 8.405-4.
- ii. **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). As part of price evaluation, the Government will evaluate its option to extend services (see FAR clause 52.217-8) by adding one-half of the offeror's final option period price to the offeror's total price. Thus, the offeror's total price for the purpose of evaluation will include the phase-in, base period, 1st option, 2nd option, and ½ of the 2nd option. Offerors are not required to enter a price for the six-month period.
- iii. **Unbalanced pricing** may be evaluated in accordance with FAR 8.405-2(d), as applicable, to assess potential performance risk for unreasonably high prices.
- iv. **Definitions:**

Reasonableness. A price is reasonable if, in its nature and amount, it does not exceed that which would be incurred by a prudent person in the conduct of competitive business.

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

(End of Provision)

E.10 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 .

(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
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(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.

(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).

(End of Provision)