

<b>SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, &amp; 30</b>				1. REQUISITION NO. 653-18-1-031-0002	PAGE 1 OF 48
2. CONTRACT NO.	3. AWARD/EFFECTIVE DATE	4. ORDER NO.	5. SOLICITATION NUMBER VA260-17-Q-0728	6. SOLICITATION ISSUE DATE 09-14-2017	
7. FOR SOLICITATION INFORMATION CALL:	a. NAME Crystal Parris	b. TELEPHONE NO. (No Collect Calls) 253-888-4923	8. OFFER DUE DATE/LOCAL TIME 09-21-2017 2:00 PM PDT		
9. ISSUED BY Department of Veterans Affairs Network Contracting Office 20  1495 Wilmington Drive, Suite 360 DuPont WA 98327		CODE 36C260	10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED OR <input checked="" type="checkbox"/> SET ASIDE: 100 % FOR: <input checked="" type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM NAICS: 541380 <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> EDWOSB <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> 8(A) Y \$15.0 Million SIZE STANDARD:		
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input checked="" type="checkbox"/> SEE SCHEDULE	12. DISCOUNT TERMS Net 30 Days	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 Roseburg VA Health Care System  913 NW Garden Valley Blvd. Roseburg OR 97471-6513			
16. ADMINISTERED BY Department of Veterans Affairs Network Contracting Office 20  1495 Wilmington Drive, Suite 360 DuPont WA 98327		17a. CONTRACTOR/OFFEROR CODE _____ FACILITY CODE _____			
18a. PAYMENT WILL BE MADE BY Department of Veterans Affairs FMS-VA-2(101) Financial Services Center PO Box 149971 Austin TX 78714-9971  PHONE: _____ FAX: _____		18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM			
17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER <input type="checkbox"/>		19. ITEM NO.			
20. See CONTINUATION Page SCHEDULE OF SUPPLIES/SERVICES		21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
The Contractor shall provide Radiation Badge Monitoring Svcs for the VA Roseburg Health Care System in accordance with the attached statement of work.  The Contractor shall thoroughly review the quote preparation instructions on pages 33-38.  The Period of Performance is as follows: Base Year: 1 October 2017 - 30 September 2018 1st Option Period: 1 October 2018 - 30 September 2019 2nd Option Period: 1 October 2019 - 30 September 2020 3rd Option Period: 1 October 2020 - 30 September 2021 4th Option Period: 1 October 2021 - 30 September 2022  VA POC is Crystal Parris at crystal.parris@va.gov  (Use Reverse and/or Attach Additional Sheets as Necessary)					
25. ACCOUNTING AND APPROPRIATION DATA See CONTINUATION Page 653-3680160-031-822900-2660 010022900			26. TOTAL AWARD AMOUNT (For Govt. Use Only)		
<input checked="" type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA		<input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.			
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA		<input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED			
<input checked="" type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>1</u> COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED		<input type="checkbox"/> 29. AWARD OF CONTRACT: REF. _____ OFFER DATED _____ YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN IS ACCEPTED AS TO ITEMS:			
30a. SIGNATURE OF OFFEROR/CONTRACTOR		31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)			
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)	30c. DATE SIGNED	31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) Thomas M. Ebenhoh 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: To be Determined
- b. GOVERNMENT: Contracting Officer  
 Department of Veteran Affairs  
 Network Contracting Office 20  
 1495 Wilmington Drive, Suite 360  
 Dupont, WA 98327

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

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

52.232-36, Payment by Third Party

3. INVOICES: Invoices shall be submitted in arrears:

- a. Quarterly
- b. Semi-Annually
- c. Monthly
- d. Other  **Monthly**

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

Department of Veteran Affairs  
 FMS-VA-2(101)  
 Financial Services Center  
 PO Box 149971  
 Austin TX 78714-9971

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

AMENDMENT NO	DATE

## **B.2 PERFORMANCE WORK STATEMENT**

### **1. Contract Title:** Radiation Badge Monitoring Services

**2. General Information:** This is a non-personal services contract to provide Radiation Badge Monitoring Services for the Roseburg Veteran Affairs Health Care System. The Government shall not exercise any supervision or control over the contract service providers performing the services herein. Such contract service providers shall be accountable solely to the Contractor, who in return is responsible to the Government.

**3. Description of Services:** The Contractor shall furnish all labor, equipment, supervision, management and supplies necessary to provide services for monitoring radiation exposure (radiation dosimetry) to employees of the Roseburg Veteran Affairs Health Care System. A service is being purchased which includes a product (dosimetry device) which is returned to the vendor for analysis.

**4. Background Information:** The Roseburg Veteran Affairs Health Care System requires contract personnel to provide Radiation Badge Monitoring Services and does not have the personnel and applicable licenses to perform these services. Radiation exposure monitoring is a requirement of the NRC and VA policy.

### **5. Place of Performance:**

913 NW Garden Valley Blvd.  
Roseburg, OR 97471-6513

### **6. Specific Tasks:**

6.1 The Contractor shall provide personnel dosimeters (devices that measure personal radiation exposure) to the RVAMC meeting the following requirements:

- Dosimeters must meet all applicable Nuclear Regulatory Commission (NRC) requirements including 10 CFR 20.1501 (<https://www.nrc.gov/reading-rm/doc-collections/cfr/part020/part020-1501.html>) (any vendor must be NVLAP certified for the types of exposure potentially incurred at RVAMC)-See for example Paragraph 16 below. Furthermore, any additional Occupational Health and Safety (OSHA) requirements will also be met. Data must be secured in compliance with all VA standards and requirements for security of personal identifying information and protected health information.

- The vendor will provide approximately 70 dosimeters (“body badges”, “collar badges”, and “ring badges” for example) to be exchanged on a monthly basis. The dosimeters must be received by the first of every month. If the 1<sup>st</sup> falls on a holiday or a weekend, then it should be the previous working day prior to the first. ROSEBURG VA Imaging department operating hours are Mon-Fri 7-3:30pm, with the following holidays.

**7. Analysis:** Upon return to the vendor, dosimeters will be analyzed for exposure and the results reported to Roseburg Veteran Affairs Health Care System within 14 days of receipt.

### **8. Shipment:**

8.1 Shipment assembly to include a packing list sorted by wearer number, scheduled to arrive at RVAMC just before the beginning of a calendar month. A normal shipment provides for all badges pertaining to the packing list, control badges associated with the shipment, and a label or return envelope for use to return the badges. Badges packaged in separate envelopes for each group, placed into one box, utilizing separate labels for each group envelope.

8.2 Normal shipments are sent regular 1<sup>st</sup> class mail.

8.3 A packing list will accompany each shipment and will be sorted either by a wearer number or alphabetically.

8.4 Dosimetry devices are to be delivered to the attention of the ROSEBURG VAMC, IMAGING DEPT., KEVEN WHITWORTH, 913 Garden Valley Blvd., Roseburg, Oregon 97471. The RSO or designee will deliver the devices to various locations (e.g. Nuclear. Med., X-ray, research labs, etc.) throughout the Medical Center.

**9. Control badges:** Vendor provides 8 control badges for “global” controls. In some circumstances, a spare or unused badge can be designated by PVAMC for use as a control.

**10. Prior Exposure History:** If a new Contractor is selected, they will need to obtain the history information from the current Contractor.

### **11. Reports:**

11.1 One hard copy of a standard radiation report monthly. All information will be sorted on the radiation exposure report by wearer number. A report is provided for each location/group.

11.2 Other Reports: End of year reports (NRC-5) for those personnel requiring them (three Nuclear Medicine Technologists). Termination reports (NRC-5 format or equivalent) for those personnel for whom monitoring is discontinued during the year. Annual dose reports must be completed for the calendar year, not a fiscal year.

11.3 Quote to specify and include cost for this at a rate of two per month.

### **12. On line Access:**

12.1 On line access for the RVAMC RSO and/or designee will be provided. Access will include; current and past exposure history, the ability to add, transfer, or delete personnel from the program (while still retaining the history).

12.2 The Internet web site should be easy to navigate and user-friendly. Internet account holders should be able to find all the above listed information conveniently and quickly. Internet information should be up-to-date and relevant.

**13. Unreturned Dosimeters:** The RVAMC recognizes that for various reasons some dosimeters are not returned. The RVAMC shall have two months from receipt to return dosimeters without a charge.

### **14. Estimated Schedule of Dosimetry Items:**

**\*These figures below are for informational purposes only and not a guarantee\***

DESCRIPTION	Estimated Quantity Per Month	Estimated Annual Quantity	UNIT
Film badge	78	936	EACH
Ring badge	2	24	EACH
Adding badges	5	60	EACH
Series separation	1	1	EACH
Shipping & Handling	62		EACH

Lost/damaged badges	NA	6	EACH
Replacement film holders	NA	6	EACH
Lost/damaged ring badges		2	EACH
Form 5/Termination report	78	936	EACH
Online account access	2	24	EACH

**15. Hours of Operation:** Imaging Department Operating Hours are Monday – Friday 7:00am – 3:30pm, with the following holidays:

New Year's Day	Labor Day
Martin Luther King Jr.'s Birthday	Columbus Day
President's Day	Veteran's Day
Memorial Day	Thanksgiving Day
Independence Day	Christmas Day

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

**16. Nuclear Regulatory Commission, Appendix:** All personnel dosimeters (except for direct and indirect reading pocket ionization chambers and those dosimeters used to measure the dose to the extremities) that require processing to determine the radiation dose and that are used by licensees to comply with § 20.1201, with other applicable provisions of this chapter, or with conditions specified in a license must be processed and evaluated by a dosimetry processor--

- Holding current personnel dosimetry accreditation from the National Voluntary Laboratory Accreditation Program (NVLAP) of the National Institute of Standards and Technology; and
- Approved in this accreditation process for the type of radiation or radiations included in the NVLAP program that most closely approximates the type of radiation or radiations for which the individual wearing the dosimeter is monitored.

**17. Invoicing:** A copy of all invoices will be sent to the Roseburg VAMC Imaging Department for verification/certification. The contractor will then send the official invoice electronically to OB10 per electronic invoicing procedure:

An itemized invoice shall accompany each service order from the Contractor. This invoice must show item number, description, quantity, unit, unit price, and totals for each design (advanced and basic) used. All invoices shall include contract number, purchase/delivery order number and detail of services provided. The itemized invoices submitted for payment through On-Line Certification System (OLCS) shall include the contract number, purchase/delivery order number and detail of services provided. All invoices will be submitted in accordance with these instructions.

VA uses a third party invoicing provider named Tungsten to provide us with electronic invoices. Please register with Tungsten so you can submit your invoice electronically to us for processing as it is a federal mandate. Contractor will need to go to the Tungsten website <http://www.tungsten-network.com/uk/en/> for the registration process. Please provide to Tungsten the VA's Tungsten Buyer Number **AAA544240062**. Invoices will be electronically submitted to the Tungsten website at <http://www.tungsten-network.com/uk/en/> Tungsten direct vendor support number is 877-489-6135 for VA contracts. The VA-FSC pays all associated transaction fees for VA orders. During Implementation (technical set-up) Tungsten will confirm your Tax Payer ID Number with the VA-FSC. This process can take up to 5 business days to complete to ensure your invoice is automatically routed to your Certifying Official for

approval and payment. In order to successfully submit an invoice to VA-FSC please review “How to Create an Invoice” within the how to guides. All invoices submitted through Tungsten to the VA-FSC should mirror your current submission of Invoice, with the following items required. Clarification of additional requirements should be confirmed with your Certifying Official (your CO or buyer). The VA-FSC requires specific information in compliance with the Prompt Pay Act and Business Requirements.

1. Your firm’s Tax Payer ID Number (TIN)
2. Your firm’s “Remit Address” information
3. The VA Purchase Order (PO) number
4. Your firm’s contact information: (Personal Name, Email, and Phone)
5. Your VA point of contact information: (Personal Name, Email, and Phone)
6. The Period of Performance dates (Beginning and Ending)
7. All discount information if applicable (Percent and Date Terms)

*For additional information, please contact:*

**Tungsten Support**

Phone: 1-877-489-6135

Website: <http://www.tungsten-network.com/uk/en/>

**Department of Veterans Affairs Financial Service Center**

Phone: 1-877-353-9791

Email: vafscshed@va.gov

**17. Security Requirements/Physical Security:** The Contractor shall safeguard all Government property in the work area. At the close of each work period, facilities and equipment shall be secured. The Contractor employees shall not have access to Veteran Affairs sensitive or computer information and will not require routine access to Veteran Affairs Facilities. The Contractor employees shall require intermittent access only and will be escorted by Veteran Affairs employees while at Veteran Affairs Facilities. No background investigation is required.

**18. Option to Extend Services:** In accordance with FAR Clause 52.217-8, Option to Extend Services, the contract may be extended, at the Government’s sole discretion, for a period of up to six (6) months, exercisable in increments of not less than one (1) month. If the contract contains an unexercised option period, the Government may elect to exercise the option pursuant to FAR Clause 52.217-9, Option to Extend the Term of the Contract, during any short-term extension. The short-term extension(s) shall be subtracted from the total duration of the immediately succeeding option period that may follow as a result of the exercise of the option pursuant to FAR Clause 52.217-9 so that the combination of the short-term extension(s) and the option will not exceed 12 months duration. If the Government exercises one or more short term extensions in accordance with FAR Clause 52.217-8 and this instruction or an option period pursuant to FAR Clause 52.217-9, or any combination thereof, the contract as extended shall be deemed to include this extension instruction and FAR Clause 52.217-8; thus, the authority to extend services pursuant to FAR Clause 52.217-8 and this instruction may be exercised at the end of the base period and at the end of each option period.

The prices applicable during the short-term extension(s) shall be the price(s) applicable during the immediately succeeding option period if there is one (for example, CLIN 1001 subject only to any adjustment required by the Service Contract Act). If there is no immediately succeeding option period, the price(s) shall be the price(s) applicable during the immediately preceding contract period, subject only to any adjustment required by the Service Contract Act.

The extension(s) may be exercised by the Government IAW FAR Clause 52.217-8, provided that the CO has given notice of the Government’s intent to exercise the extension at least 7 calendar days before this contract is to expire. A notice will be provided for each separate extension.

For requirements items, the prices applicable during the short-term extension(s) shall be the prices applicable during the immediately succeeding option period, if there is one. If there is no succeeding option period, the prices shall be the prices applicable during the immediately preceding contract period.

The cost ceiling(s), base fee(s), and award fee(s) during the short term option(s) shall be the pro rata portion of the costs and fees applicable to the immediately succeeding option period, if there is one. If there is no succeeding option period, the cost ceiling(s) and fee(s) shall be the pro rata portion of the costs and fees for the immediately preceding contract period.

**B.3 PRICE/COST SCHEDULE****BASE YEAR: 1 OCTOBER 2017 – 30 SEPTEMBER 2018**

CLIN	DESCRIPTION	EST. QTY.	UNIT	UNIT PRICE	TOTAL COST
0001	Services; Non-Personal: The Contractor shall provide Radiation Badge Monitoring Services accordance with the attached performance work statement.	1	YR	\$_____	\$_____
<b>Base Year Subtotal</b>					\$_____

**OPTION YEAR ONE (1): 1 OCTOBER 2018 – 30 SEPTEMBER 2019**

CLIN	DESCRIPTION	EST. QTY.	UNIT	UNIT PRICE	TOTAL COST
1001	Services; Non-Personal: The Contractor shall provide Radiation Badge Monitoring Services accordance with the attached performance work statement.	1	YR	\$_____	\$_____
<b>Option Period One (1) Subtotal</b>					\$_____

**OPTION YEAR TWO (2): 1 OCTOBER 2019 – 30 SEPTEMBER 2020**

CLIN	DESCRIPTION	EST. QTY.	UNIT	UNIT PRICE	TOTAL COST
2001	Services; Non-Personal: The Contractor shall provide Radiation Badge Monitoring Services accordance with the attached performance work statement.	1	YR	\$_____	\$_____
<b>Option Period Two (2) Subtotal</b>					\$_____

**OPTION YEAR THREE (1): 1 OCTOBER 2020 – 30 SEPTEMBER 2021**

CLIN	DESCRIPTION	EST. QTY.	UNIT	UNIT PRICE	TOTAL COST
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3001	Services; Non-Personal: The Contractor shall provide Radiation Badge Monitoring Services accordance with the attached performance work statement.	1	YR	\$ _____	\$ _____
<b>Option Period Three (3) Subtotal</b>					\$ _____

**OPTION YEAR FOUR (4): 1 OCTOBER 2021 – 30 SEPTEMBER 2022**

CLIN	DESCRIPTION	EST. QTY.	UNIT	UNIT PRICE	TOTAL COST
4001	Services; Non-Personal: The Contractor shall provide Radiation Badge Monitoring Services accordance with the attached performance work statement.	1	YR	\$ _____	\$ _____
<b>Option Period Four (4) Subtotal</b>					\$ _____

**TOTAL CONTRACT PRICE AMOUNT OVER BASE AND ALL OPTION PERIODS:**

Base Year Total	\$ _____
Option Period One (1) Total	\$ _____
Option Period Two (2) Total	\$ _____
Option Period Three (3) Total	\$ _____
Option Period Four (4) Total	\$ _____
<b>Contract Value Grand Total</b>	\$ _____

**SECTION C – CONTRACT CLAUSES****C.1 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/oamm/oa/ars/policyreg/vaar/index.cfm>

(End of Clause)

<b><u>FAR Number</u></b>	<b><u>Title</u></b>	<b><u>Date</u></b>
52.204-18	COMMERCIAL AND GOVERNMENT ENTITY CODE MAINTENANCE	JUL 2016
52.204-13	SYSTEM FOR AWARD MANAGEMENT MAINTENANCE	OCT 2016
52.212-4	CONTRACT TERMS AND CONDITIONS—COMMERCIAL ITEMS	JAN 2017
52.223-6	DRUG-FREE WORKPLACE	MAY 2001
52.232-40	PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS	DEC 2013
52.237-2	PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION	APR 1984
52.232-39	UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS	JUN 2013
52.246-4	INSPECTION OF SERVICES—FIXED-PRICE	AUG 1996
52.253-1	COMPUTER GENERATED FORMS	JAN 1991
852.203-70	COMMERCIAL ADVERTISING	JAN 2008

**C.2 52.203-99 PROHIBITION ON CONTRACTING WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS (DEVIATION) (FEB 2015)**

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

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

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

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

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

(End of Clause)

### **C.3 ADDENDUM to FAR 52.212-4 CONTRACT TERMS AND CONDITIONS—COMMERCIAL ITEMS**

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

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

- FAR 52.202-1, Definitions (Nov 2013)
- FAR 52.229-3, Federal, State, and Local Taxes (Feb 2013)
- FAR 52.233-1, Disputes Alternate I (May 2014)
- FAR 52.242-13, Bankruptcy (Jul 1995)

### **C.4 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 Re-representation (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).**

**\*This is for information purposes only. It is not a Wage Determination\***

<u>Employee Class</u>	<u>Federal Equivalent Hourly Wage + Fringe Benefits</u>	
Radiation Control Technician/30395	GS-9	\$25.27 + \$9.16

(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)

**C.5 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)**

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

(End of Clause)

**C.6 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)**

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

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

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed five (5) years.

(End of Clause)

**C.7 52.223-5 POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION (MAY 2011)**

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

"Toxic chemical" means a chemical or chemical category listed in 40 CFR 372.65.

(b) Federal facilities are required to comply with the provisions of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11001-11050), and the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13101-13109).

(c) The Contractor shall provide all information needed by the Federal facility to comply with the following:

- (1) The emergency planning reporting requirements of Section 302 of EPCRA.
- (2) The emergency notice requirements of Section 304 of EPCRA.
- (3) The list of Material Safety Data Sheets, required by Section 311 of EPCRA.
- (4) The emergency and hazardous chemical inventory forms of Section 312 of EPCRA.
- (5) The toxic chemical release inventory of Section 313 of EPCRA, which includes the reduction and recycling information required by Section 6607 of PPA.
- (6) The toxic chemical and hazardous substance release and use reduction goals of section 2(e) of Executive Order 13423 and of Executive Order 13514.

(End of Clause)

**C.8 52.232-18 AVAILABILITY OF FUNDS (APR 1984)**

Funds are not presently available for this contract. The Government's obligation under this contract is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are made

available to the Contracting Officer for this contract and until the Contractor receives notice of such availability, to be confirmed in writing by the Contracting Officer.

(End of Clause)

### **C.9 VAAR 852.232-72 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS (NOV 2012)**

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

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

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

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

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

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

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

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

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

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

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

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

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

(1) Awards made to foreign vendors for work performed outside the United States;

(2) Classified contracts or purchases when electronic submission and processing of payment requests could compromise the safeguarding of classified or privacy information;

(3) Contracts awarded by contracting officers in the conduct of emergency operations, such as responses to national emergencies;

(4) Solicitations or contracts in which the designated agency office is a VA entity other than the VA Financial Services Center in Austin, Texas; or

(5) Solicitations or contracts in which the VA designated agency office does not have electronic invoicing capability as described above.

(End of Clause)

### **C.10 VAAR 852.237-70 CONTRACTOR RESPONSIBILITIES (APR 1984)**

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

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

**D.1 WAGE DETERMINATION**

WD 15-5579 (Rev.-3) was first posted on www.wdol.gov on 08/08/2017

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REGISTER OF WAGE DETERMINATIONS UNDER THE SERVICE CONTRACT ACT		U.S. DEPARTMENT OF LABOR
By direction of the Secretary of Labor		EMPLOYMENT STANDARDS ADMINISTRATION
		WAGE AND HOUR DIVISION
		WASHINGTON D.C. 20210

Daniel W. Simms	Division of	Wage Determination No.: 2015-5579
Director	Wage Determinations	Revision No.: 3
		Date of Revision: 08/03/2017

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Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.20 for calendar year 2017 applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.20 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 2017. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

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State: Oregon

Area: Oregon Counties of Coos, Curry, Douglas

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

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support and Clerical Occupations		
01011 - Accounting Clerk I		13.56
01012 - Accounting Clerk II		15.22
01013 - Accounting Clerk III		17.03
01020 - Administrative Assistant		21.99
01035 - Court Reporter		16.13
01041 - Customer Service Representative I		11.26
01042 - Customer Service Representative II		12.66
01043 - Customer Service Representative III		13.82
01051 - Data Entry Operator I		13.32
01052 - Data Entry Operator II		14.62
01060 - Dispatcher, Motor Vehicle		20.32
01070 - Document Preparation Clerk		12.84
01090 - Duplicating Machine Operator		12.84
01111 - General Clerk I		12.21
01112 - General Clerk II		13.32
01113 - General Clerk III		14.96
01120 - Housing Referral Assistant		17.98
01141 - Messenger Courier		12.76
01191 - Order Clerk I		13.88
01192 - Order Clerk II		15.14
01261 - Personnel Assistant (Employment) I		14.95
01262 - Personnel Assistant (Employment) II		16.73
01263 - Personnel Assistant (Employment) III		18.64
01270 - Production Control Clerk		22.26
01290 - Rental Clerk		13.10
01300 - Scheduler, Maintenance		14.42
01311 - Secretary I		14.42
01312 - Secretary II		16.13
01313 - Secretary III		17.98
01320 - Service Order Dispatcher		18.16
01410 - Supply Technician		21.99
01420 - Survey Worker		16.22

01460 - Switchboard Operator/Receptionist	13.56
01531 - Travel Clerk I	13.58
01532 - Travel Clerk II	14.74
01533 - Travel Clerk III	15.86
01611 - Word Processor I	12.90
01612 - Word Processor II	14.48
01613 - Word Processor III	16.19
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	23.79
05010 - Automotive Electrician	17.36
05040 - Automotive Glass Installer	16.41
05070 - Automotive Worker	16.54
05110 - Mobile Equipment Servicer	14.57
05130 - Motor Equipment Metal Mechanic	18.32
05160 - Motor Equipment Metal Worker	16.54
05190 - Motor Vehicle Mechanic	18.32
05220 - Motor Vehicle Mechanic Helper	13.73
05250 - Motor Vehicle Upholstery Worker	15.72
05280 - Motor Vehicle Wrecker	16.54
05310 - Painter, Automotive	18.65
05340 - Radiator Repair Specialist	16.54
05370 - Tire Repairer	14.52
05400 - Transmission Repair Specialist	18.32
07000 - Food Preparation and Service Occupations	
07010 - Baker	12.89
07041 - Cook I	12.43
07042 - Cook II	14.06
07070 - Dishwasher	10.69
07130 - Food Service Worker	10.61
07210 - Meat Cutter	17.12
07260 - Waiter/Waitress	10.77
09000 - Furniture Maintenance and Repair Occupations	
09010 - Electrostatic Spray Painter	16.65
09040 - Furniture Handler	12.25
09080 - Furniture Refinisher	16.65
09090 - Furniture Refinisher Helper	13.48
09110 - Furniture Repairer, Minor	15.10
09130 - Upholsterer	16.65
11000 - General Services and Support Occupations	
11030 - Cleaner, Vehicles	11.64
11060 - Elevator Operator	11.50
11090 - Gardener	16.13
11122 - Housekeeping Aide	11.50
11150 - Janitor	11.50
11210 - Laborer, Grounds Maintenance	13.06
11240 - Maid or Houseman	10.82
11260 - Pruner	12.52
11270 - Tractor Operator	15.08
11330 - Trail Maintenance Worker	13.06
11360 - Window Cleaner	12.52
12000 - Health Occupations	
12010 - Ambulance Driver	18.48
12011 - Breath Alcohol Technician	20.72
12012 - Certified Occupational Therapist Assistant	28.45
12015 - Certified Physical Therapist Assistant	28.16
12020 - Dental Assistant	18.28
12025 - Dental Hygienist	36.45
12030 - EKG Technician	33.27
12035 - Electroneurodiagnostic Technologist	33.27
12040 - Emergency Medical Technician	18.48
12071 - Licensed Practical Nurse I	18.54
12072 - Licensed Practical Nurse II	20.72
12073 - Licensed Practical Nurse III	23.12
12100 - Medical Assistant	15.37
12130 - Medical Laboratory Technician	18.64
12160 - Medical Record Clerk	15.48
12190 - Medical Record Technician	17.32

12195 - Medical Transcriptionist	18.52
12210 - Nuclear Medicine Technologist	45.57
12221 - Nursing Assistant I	10.91
12222 - Nursing Assistant II	12.27
12223 - Nursing Assistant III	13.39
12224 - Nursing Assistant IV	15.04
12235 - Optical Dispenser	16.79
12236 - Optical Technician	18.54
12250 - Pharmacy Technician	17.62
12280 - Phlebotomist	14.77
12305 - Radiologic Technologist	30.46
12311 - Registered Nurse I	22.98
12312 - Registered Nurse II	28.11
12313 - Registered Nurse II, Specialist	28.11
12314 - Registered Nurse III	34.01
12315 - Registered Nurse III, Anesthetist	34.01
12316 - Registered Nurse IV	40.76
12317 - Scheduler (Drug and Alcohol Testing)	25.69
12320 - Substance Abuse Treatment Counselor	25.37
13000 - Information and Arts Occupations	
13011 - Exhibits Specialist I	19.45
13012 - Exhibits Specialist II	24.11
13013 - Exhibits Specialist III	29.49
13041 - Illustrator I	19.45
13042 - Illustrator II	24.11
13043 - Illustrator III	29.49
13047 - Librarian	26.69
13050 - Library Aide/Clerk	14.56
13054 - Library Information Technology Systems Administrator	24.11
13058 - Library Technician	18.59
13061 - Media Specialist I	17.39
13062 - Media Specialist II	19.45
13063 - Media Specialist III	21.70
13071 - Photographer I	16.33
13072 - Photographer II	18.27
13073 - Photographer III	22.63
13074 - Photographer IV	27.38
13075 - Photographer V	33.14
13090 - Technical Order Library Clerk	15.49
13110 - Video Teleconference Technician	16.15
14000 - Information Technology Occupations	
14041 - Computer Operator I	15.85
14042 - Computer Operator II	17.17
14043 - Computer Operator III	19.10
14044 - Computer Operator IV	21.21
14045 - Computer Operator V	23.56
14071 - Computer Programmer I	(see 1) 19.56
14072 - Computer Programmer II	(see 1) 24.77
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	15.85
14160 - Personal Computer Support Technician	25.15
14170 - System Support Specialist	22.09
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	27.87
15020 - Aircrew Training Devices Instructor (Rated)	31.49
15030 - Air Crew Training Devices Instructor (Pilot)	37.75
15050 - Computer Based Training Specialist / Instructor	27.87
15060 - Educational Technologist	33.11
15070 - Flight Instructor (Pilot)	37.75
15080 - Graphic Artist	24.90
15085 - Maintenance Test Pilot, Fixed, Jet/Prop	36.70
15086 - Maintenance Test Pilot, Rotary Wing	36.70

15088 - Non-Maintenance Test/Co-Pilot	36.70
15090 - Technical Instructor	20.39
15095 - Technical Instructor/Course Developer	26.43
15110 - Test Proctor	17.16
15120 - Tutor	17.16
16000 - Laundry, Dry-Cleaning, Pressing and Related Occupations	
16010 - Assembler	11.84
16030 - Counter Attendant	11.84
16040 - Dry Cleaner	14.08
16070 - Finisher, Flatwork, Machine	11.84
16090 - Presser, Hand	11.84
16110 - Presser, Machine, Drycleaning	11.84
16130 - Presser, Machine, Shirts	11.84
16160 - Presser, Machine, Wearing Apparel, Laundry	11.84
16190 - Sewing Machine Operator	14.67
16220 - Tailor	15.26
16250 - Washer, Machine	12.83
19000 - Machine Tool Operation and Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	21.60
19040 - Tool and Die Maker	27.72
21000 - Materials Handling and Packing Occupations	
21020 - Forklift Operator	18.19
21030 - Material Coordinator	22.26
21040 - Material Expediter	22.26
21050 - Material Handling Laborer	13.70
21071 - Order Filler	13.02
21080 - Production Line Worker (Food Processing)	18.19
21110 - Shipping Packer	15.93
21130 - Shipping/Receiving Clerk	15.93
21140 - Store Worker I	13.25
21150 - Stock Clerk	17.17
21210 - Tools and Parts Attendant	18.19
21410 - Warehouse Specialist	18.19
23000 - Mechanics and Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	25.40
23019 - Aircraft Logs and Records Technician	20.80
23021 - Aircraft Mechanic I	24.16
23022 - Aircraft Mechanic II	25.40
23023 - Aircraft Mechanic III	26.67
23040 - Aircraft Mechanic Helper	17.86
23050 - Aircraft, Painter	22.90
23060 - Aircraft Servicer	20.80
23070 - Aircraft Survival Flight Equipment Technician	22.90
23080 - Aircraft Worker	21.64
23091 - Aircrew Life Support Equipment (ALSE) Mechanic I	21.64
23092 - Aircrew Life Support Equipment (ALSE) Mechanic II	24.16
23110 - Appliance Mechanic	20.45
23120 - Bicycle Repairer	13.83
23125 - Cable Splicer	28.00
23130 - Carpenter, Maintenance	22.27
23140 - Carpet Layer	21.51
23160 - Electrician, Maintenance	27.91
23181 - Electronics Technician Maintenance I	23.66
23182 - Electronics Technician Maintenance II	25.03
23183 - Electronics Technician Maintenance III	26.41
23260 - Fabric Worker	20.39
23290 - Fire Alarm System Mechanic	24.78
23310 - Fire Extinguisher Repairer	19.11
23311 - Fuel Distribution System Mechanic	24.16
23312 - Fuel Distribution System Operator	19.11
23370 - General Maintenance Worker	16.65
23380 - Ground Support Equipment Mechanic	24.16
23381 - Ground Support Equipment Servicer	20.80
23382 - Ground Support Equipment Worker	21.64
23391 - Gunsmith I	19.11

23392 - Gunsmith II	21.64
23393 - Gunsmith III	24.16
23410 - Heating, Ventilation and Air-Conditioning Mechanic	22.59
23411 - Heating, Ventilation and Air Conditioning Mechanic (Research Facility)	23.75
23430 - Heavy Equipment Mechanic	22.86
23440 - Heavy Equipment Operator	20.96
23460 - Instrument Mechanic	24.16
23465 - Laboratory/Shelter Mechanic	22.90
23470 - Laborer	12.85
23510 - Locksmith	22.90
23530 - Machinery Maintenance Mechanic	24.54
23550 - Machinist, Maintenance	20.93
23580 - Maintenance Trades Helper	12.48
23591 - Metrology Technician I	24.16
23592 - Metrology Technician II	25.40
23593 - Metrology Technician III	26.67
23640 - Millwright	23.65
23710 - Office Appliance Repairer	22.90
23760 - Painter, Maintenance	16.81
23790 - Pipefitter, Maintenance	27.76
23810 - Plumber, Maintenance	25.86
23820 - Pneudraulic Systems Mechanic	24.16
23850 - Rigger	24.16
23870 - Scale Mechanic	21.64
23890 - Sheet-Metal Worker, Maintenance	24.88
23910 - Small Engine Mechanic	21.64
23931 - Telecommunications Mechanic I	26.27
23932 - Telecommunications Mechanic II	27.62
23950 - Telephone Lineman	24.16
23960 - Welder, Combination, Maintenance	18.38
23965 - Well Driller	24.00
23970 - Woodcraft Worker	24.16
23980 - Woodworker	19.11
24000 - Personal Needs Occupations	
24550 - Case Manager	16.84
24570 - Child Care Attendant	11.24
24580 - Child Care Center Clerk	14.01
24610 - Chore Aide	11.46
24620 - Family Readiness and Support Services Coordinator	16.84
24630 - Homemaker	17.24
25000 - Plant and System Operations Occupations	
25010 - Boiler Tender	23.14
25040 - Sewage Plant Operator	23.42
25070 - Stationary Engineer	23.14
25190 - Ventilation Equipment Tender	16.62
25210 - Water Treatment Plant Operator	23.42
27000 - Protective Service Occupations	
27004 - Alarm Monitor	21.78
27007 - Baggage Inspector	12.64
27008 - Corrections Officer	24.11
27010 - Court Security Officer	26.22
27030 - Detection Dog Handler	15.86
27040 - Detention Officer	24.11
27070 - Firefighter	26.69
27101 - Guard I	12.64
27102 - Guard II	15.86
27131 - Police Officer I	24.72
27132 - Police Officer II	27.46
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	13.65
28042 - Carnival Equipment Repairer	14.51
28043 - Carnival Worker	11.13
28210 - Gate Attendant/Gate Tender	14.00
28310 - Lifeguard	12.13

28350 - Park Attendant (Aide)	15.66
28510 - Recreation Aide/Health Facility Attendant	12.21
28515 - Recreation Specialist	18.87
28630 - Sports Official	12.47
28690 - Swimming Pool Operator	18.73
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker and Bracer	22.19
29020 - Hatch Tender	22.19
29030 - Line Handler	22.19
29041 - Stevedore I	20.91
29042 - Stevedore II	23.48
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	37.52
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	25.87
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	28.49
30021 - Archeological Technician I	17.45
30022 - Archeological Technician II	19.52
30023 - Archeological Technician III	24.18
30030 - Cartographic Technician	24.18
30040 - Civil Engineering Technician	24.69
30051 - Cryogenic Technician I	26.78
30052 - Cryogenic Technician II	29.58
30061 - Drafter/CAD Operator I	17.45
30062 - Drafter/CAD Operator II	19.52
30063 - Drafter/CAD Operator III	21.76
30064 - Drafter/CAD Operator IV	26.78
30081 - Engineering Technician I	15.92
30082 - Engineering Technician II	17.87
30083 - Engineering Technician III	19.99
30084 - Engineering Technician IV	24.76
30085 - Engineering Technician V	30.29
30086 - Engineering Technician VI	36.65
30090 - Environmental Technician	24.18
30095 - Evidence Control Specialist	24.18
30210 - Laboratory Technician	21.76
30221 - Latent Fingerprint Technician I	26.78
30222 - Latent Fingerprint Technician II	29.58
30240 - Mathematical Technician	24.18
30361 - Paralegal/Legal Assistant I	19.17
30362 - Paralegal/Legal Assistant II	23.75
30363 - Paralegal/Legal Assistant III	29.05
30364 - Paralegal/Legal Assistant IV	35.16
30375 - Petroleum Supply Specialist	29.58
30390 - Photo-Optics Technician	24.18
30395 - Radiation Control Technician	29.58
30461 - Technical Writer I	22.31
30462 - Technical Writer II	27.30
30463 - Technical Writer III	33.02
30491 - Unexploded Ordnance (UXO) Technician I	23.85
30492 - Unexploded Ordnance (UXO) Technician II	28.85
30493 - Unexploded Ordnance (UXO) Technician III	34.58
30494 - Unexploded (UXO) Safety Escort	23.85
30495 - Unexploded (UXO) Sweep Personnel	23.85
30501 - Weather Forecaster I	26.78
30502 - Weather Forecaster II	32.57
30620 - Weather Observer, Combined Upper Air Or Surface Programs	(see 2) 21.76
30621 - Weather Observer, Senior	(see 2) 24.18
31000 - Transportation/Mobile Equipment Operation Occupations	
31010 - Airplane Pilot	28.85
31020 - Bus Aide	13.41
31030 - Bus Driver	17.82
31043 - Driver Courier	15.31
31260 - Parking and Lot Attendant	12.27
31290 - Shuttle Bus Driver	16.38
31310 - Taxi Driver	13.25
31361 - Truckdriver, Light	16.38

31362 - Truckdriver, Medium	17.48
31363 - Truckdriver, Heavy	18.91
31364 - Truckdriver, Tractor-Trailer	18.91
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	14.07
99030 - Cashier	10.86
99050 - Desk Clerk	11.79
99095 - Embalmer	23.85
99130 - Flight Follower	23.85
99251 - Laboratory Animal Caretaker I	12.81
99252 - Laboratory Animal Caretaker II	13.70
99260 - Marketing Analyst	23.46
99310 - Mortician	23.85
99410 - Pest Controller	21.10
99510 - Photofinishing Worker	12.53
99710 - Recycling Laborer	17.68
99711 - Recycling Specialist	20.59
99730 - Refuse Collector	17.30
99810 - Sales Clerk	13.05
99820 - School Crossing Guard	13.65
99830 - Survey Party Chief	26.13
99831 - Surveying Aide	16.41
99832 - Surveying Technician	22.34
99840 - Vending Machine Attendant	18.48
99841 - Vending Machine Repairer	22.39
99842 - Vending Machine Repairer Helper	18.48

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors, applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is the victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$4.41 per hour or \$176.40 per week or \$764.40 per month

HEALTH & WELFARE EO 13706: \$4.13 per hour, or \$165.20 per week, or \$715.87 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor, 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

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

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

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

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

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

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

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

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

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

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

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

**\*\* HAZARDOUS PAY DIFFERENTIAL \*\***

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

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

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

**\*\* UNIFORM ALLOWANCE \*\***

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

following standards as compliance:

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

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

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

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

**Conformance Process:**

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination (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 52.252-1 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)

<u>FAR Number</u>	<u>Title</u>	<u>Date</u>
52.204-7	SYSTEM FOR AWARD MANAGEMENT	OCT 2016
52.225-25	PROHIBITION ON CONTRACTING WITH ENTITIES ENGAGING IN CERTAIN ACTIVITIES OR TRANSACTIONS RELATING TO IRAN—REPRESENTATION AND CERTIFICATIONS	OCT 2015

### E.2 52.203-98 PROHIBITION ON CONTRACTING WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS—REPRESENTATION (DEVIATION) (FEB 2015)

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

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

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

(End of Provision)

### E.3 52.204-16 COMMERCIAL AND GOVERNMENT ENTITY CODE REPORTING (JUL 2015)

(a) *Definition.* As used in this provision—  
*Commercial and Government Entity (CAGE) code* means—

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

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

(b) The Offeror shall enter its CAGE code in its offer with its name and address or otherwise include it prominently in its proposal. The CAGE code entered must be for that name and address. Enter "CAGE" before the number. The CAGE code is required prior to award.

(c) CAGE codes may be obtained via—

(1) Registration in the System for Award Management (SAM) at [www.sam.gov](http://www.sam.gov). If the Offeror is located in the United States or its outlying areas and does not already have a CAGE code assigned, the DLA Contractor and Government Entity (CAGE) Branch will assign a CAGE code as a part of the SAM registration process. SAM registrants located outside the United States and its outlying areas shall obtain a NCAGE code prior to registration in SAM (see paragraph (c)(3) of this provision).

(2) *The DLA Contractor and Government Entity (CAGE) Branch.* If registration in SAM is not required for the subject procurement, and the offeror does not otherwise register in SAM, an offeror located in the United States or its outlying areas may request that a CAGE code be assigned by submitting a request at [http://www.dlis.dla.mil/cage\\_welcome.asp](http://www.dlis.dla.mil/cage_welcome.asp).

(3) *The appropriate country codification bureau.* Entities located outside the United States and its outlying areas may obtain an NCAGE code by contacting the Codification Bureau in the foreign entity's country if that country is a member of NATO or a sponsored nation. NCAGE codes may be obtained from the NSPA if the foreign entity's country is not a member of NATO or a sponsored nation. Points of contact for codification bureaus and NSPA, as well as additional information on obtaining NCAGE codes, are available at

<http://www.dlis.dla.mil/nato/ObtainCAGE.asp>.

(d) Additional guidance for establishing and maintaining CAGE codes is available at

[http://www.dlis.dla.mil/cage\\_welcome.asp](http://www.dlis.dla.mil/cage_welcome.asp).

(e) When a CAGE Code is required for the immediate owner and/or the highest-level owner by 52.204-17 or 52.212-3(p), the Offeror shall obtain the respective CAGE Code from that entity to supply the CAGE Code to the Government.

(f) Do not delay submission of the offer pending receipt of a CAGE code.

(End of Provision)

#### **E.4 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 pre-award 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)

#### **E.5 52.212-2 EVALUATION—COMMERCIAL ITEMS (OCT 2014)**

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

Factor 1: Price

Factor 2: Technical Capability

Factor 3: Past Performance

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

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

(End of Provision)

#### **E.6 ADDENDUM to 52.212-2**

### **Radiation Badge Monitoring For Roseburg Veteran Affairs Health Care System**

#### **Evaluation – Commercial Items – Basis of Selection**

**1. Contract Type:** The contract will be firm fixed price. The Government intends to select one Contractor for the subject solicitation. Please note the following changes, clarifications, or additions to the terms in various provisions and clauses included in this solicitation.

**2. Responsive and Responsible:** This is a Lowest Price Technically Acceptable (LPTA) source selection conducted in accordance with Federal Acquisition Regulation (FAR) Part 13, Simplified Acquisition Procedures, as supplemented by the Department of Veteran Affairs Acquisition Regulation. Award will be made to a single offeror who is deemed responsible in accordance with the Federal Acquisition Regulation (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 Priced Acceptable offer with an Acceptable risk rating for Recent and Relevant Past Performance.

**3. Basis for Contract Award:**

3.1. As a basis for award, trade-offs between price and non-price factors are not permitted. To be considered for an award, the proposal shall conform to all terms and conditions contained in the Request for Quote (RFQ).

3.2. The Government will evaluate proposed prices for reasonableness using price analysis techniques. Unreasonably proposed prices may be grounds for eliminating a proposal from competition either on the basis that the offeror does not understand the requirement or the offeror has submitted an unreasonable proposal.

3.3. Award for All of the Work. The Government intends to award one (1) contract as a result of this solicitation. Offers received for less than the stated number of items listed in the Schedule will be considered ineligible for award. As set forth in FAR 52.212-1 (g), the Government intends to evaluate offers and award a contract without discussions with offerors. Therefore, the offeror's initial proposal should contain the offeror's best terms from a cost or price and past performance stand point. The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary.

**4. SAM Registration:** The Offeror must be registered in the System for Award Management (SAM) system. No contract will be entered into with an unregistered contractor. Internet access allows you to register by completing an electronic on-line registration application at <https://www.sam.gov/portal/public/SAM/>. On-line Representations and Certifications (ORCA) may also be filled out at this website.

**5. Questions:** Questions to this RFQ shall be submitted via electronic mail to the **Contract Specialist, Crystal Parris** ([crystal.parris@va.gov](mailto:crystal.parris@va.gov)). Questions shall be accepted until **2:00 PM (PDT) on 19 September 2017**. The Government is not obligated to respond to any questions received after that date and time. All questions received within the designated timeframe that the Government considers relevant, will be answered. Responses to questions will be provided as amendment to the RFQ that will be made available to all potential Offerors. Telephonic inquires will not be responded to.

**6. Quote Preparation Instructions:**

6.1. Specific Instructions: Submit signed and dated offers to **Contract Specialist, Crystal Parris** ([crystal.parris@va.gov](mailto:crystal.parris@va.gov)). All Quotes shall be legible and prepared in the following general format to be properly evaluated. Submit offers no later than **21 September 2017, at 2:00 PM (PDT)**, to [crystal.parris@va.gov](mailto:crystal.parris@va.gov). Offers shall be complete, self-sufficient, and respond directly to the requirements of this solicitation.

6.2. Format.

Part I: Executed Request for Proposal  
Part II: Price  
Part III: Technical Capability  
Part IV: Past Performance

**6.3. Part I - Executed Request for Proposal.**

1. The offeror shall provide the title page to include solicitation number, company name, address, phone number, and authorized company representative's name, e-mail, and phone number.
2. The offeror shall provide the name, title and telephone number of the company/division point of contact regarding decisions made with respect to your quote and who can obligate your company contractually.
3. A signed Standard Form 1449 (SF 1449), page 1 of the solicitation. Complete blocks 17a (block 17a must include a Dun and Bradstreet number,), 17b, 30a, 30b, and 30c, as applicable.
4. Acknowledgement of amendments issued since the original solicitation date, if applicable. Acknowledgement of amendments is made on page 3 of the solicitation. If applicable, complete blocks 8, 15a, 15b, and 15c).

SAM is an e-Government initiative that was designed by the Integrated Acquisition Environment (IAE) to replace the *paper based Representations and Certifications (Reps and Certs) process*. Interested offerors shall complete all necessary fill-ins and certifications concerning – Offeror Representations and Certifications at FAR Provision 52.212-3 through the use of the SAM web site (<http://www.sam.gov>). Offeror shall complete and submit only paragraph (b) (2) of the FAR Provision 52.212-3 if the annual representations and certifications have been completed electronically. If an offeror has not completed the annual representations and certifications electronically at the SAM website, the offeror shall complete and submit FAR Provision 52.212-3.

#### **6.4 Part II – Price.**

1. Price will not be assigned an adjectival rating; however, unreasonably high or unrealistically low proposed prices may be grounds for eliminating a proposal from the competitive range. Price will be evaluated to determine if the offerors proposed price is fair, reasonable, and balanced utilizing price analysis techniques including, but not limited to, comparison of proposed prices received in response to the solicitation, and possible comparison of the Independent Government Estimate (IGE). Price may be evaluated for realism, if price realism could possibly occur.
2. The price/cost schedule shall be submitted fully and completed error free. Provide unit price and total amount for each contract period and the proposed total contract amount for the base and all option years. Represent all final monetary extensions in two decimal positions only. Example: \$0.27, not \$0.27458.
3. Unit price and total amount cannot be left blank; indicate your intent not to charge a specific unit price/total amount by writing the unit price as \$0.00 and the total/amount price as \$0.00.
4. 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 mathematically and materially 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 prices to the offeror's total price. Thus, the offeror's total price for the purpose of evaluation will include the base period, 1st option, 2nd option, 3rd option, 4th option, and 1/2 of the 4th option. Offerors are not required to enter a price for the six-month period.

#### **6.5 Part III – Technical Capability.**

1. Technical Capability shall include the following information:
  - a) The Offeror shall submit documentation verifying that your company holds a current personnel dosimetry accreditation from the National Voluntary Laboratory Accreditation Program (NVLAP) of the National Institute of Standards and Technology and approved in

this accreditation process for the type of radiation or radiations included in the NVLAP program that most closely approximates the type of radiation or radiations for which the individual wearing the dosimeter is monitored.

Technical Capability will be graded as Acceptable or Not Acceptable. The Offeror must receive an “Acceptable” in all technical areas in order to receive an overall rating of “Acceptable” in Technical Capability.

**6.6 Part IV – Past Performance.**

1. The Government will assess past performance on contracts that demonstrate an ability to handle a contract of the size, scope, and complexity explained in the SOW. For the purpose of this evaluation, this ability refers to providing non-personal services in all areas stated in the SOW. The Government will evaluate past performance based on quality of service, timeliness, and business relations. The Government will evaluate past performance based on references submitted as well as other information that may be available to the Government such as the Past Performance Information Retrieval System (PPIRS), Government databases, and previous Project Owners/CORs may be contacted as references. The Government may research offeror performance on any federal, state, local, and commercial contracts of the offeror that is known to the Government, but not included on a submitted reference. Additionally, the evaluator knowledge of offeror performance may be utilized.

2. Recency 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 three (3) years from the date of issuance of this solicitation. Past performance information that fails this condition will not be evaluated.

3. Relevancy Assessment. To be relevant, the effort must be of similar in nature of work, size, magnitude, complexity and scope. 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, size, and complexity to the services/products being procured under this solicitation. Recent past performance is defined as not more than three (3) years from the RFQ release date; relevant in terms of similar nature of work, size, magnitude, complexity and scope. 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. The past performance information provided in the proposal and information obtained from other sources will be used to establish the degree of relevancy of past performance. Offerors without a record of relevant past performance or for whom information on past performance is not available will not be evaluated favorably or unfavorably on past performance and, as a result, will receive a "Acceptable" rating for the Past Performance factor.

**7. Evaluation Methodology:** An award will be made to a single offeror. Any award to be made will be based on the lowest price, technically acceptable proposal with an Acceptable past performance. No offer will be accepted that does not contain the total amount of work specified in this solicitation. If the lowest priced evaluated technically acceptable offer is judged to have an Acceptable performance risk rating, then that offer represents the best value for the Government and the evaluation process stops at this point. Award shall be made to that offeror without further consideration of any other offers.

**8. Past Performance Ratings:**

8.1. Assigning Ratings. The Past Performance Factor will be assigned one of the ratings defined below. Lack of similar experience may not disqualify an offeror but may increase performance risk.

Rating	Description
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Acceptable	<p><u>Little doubt</u> exists that the offeror will successfully perform the required effort based on its performance record.</p> <p>Performance Risk Level: Low</p>
Unacceptable	<p><u>Significant doubt</u> exists that the offeror will successfully perform the required effort based on its performance record.</p> <p>Performance Risk Level: High</p> <p>Note: A final rating of high risk is not eligible for award.</p>

### 9. Recent and Relevant Past Performance Reference Sheet:

9.1 Provide a completed form for each reference submitted relevant to services being solicited within the past three (3) years. Limit of two (2) pages per reference—minimum of three (3) references, maximum of five (5) references. If offeror has no relevant past performance experience, please state so in your proposal.

Reference for which your Company Provided Services.			
Company or Agency Name			
Address			
Point of Contact Information			
	Program Manager	Contracting Officer	Admin Contracting Officer
Name:			
Office:			
Address:			
Phone:			
Fax:			
E-Mail:			
Contract or Project Information			
Program Title:			
Contract Number:			
Contract Type(s):	<input type="checkbox"/> Cost Reimbursement	<input type="checkbox"/> Fixed Price	<input type="checkbox"/> Other (explain)
Date of Award			
Status	<input type="checkbox"/> Active		<input type="checkbox"/> Completed
Contract Value			
	<i>Original Awarded Amount</i>	<i>Current Actual Amount</i>	
Contract Value (Exclude unexercised options)			
Estimated Value at Completion:			
Reason for Change(s) in Value:			
Period of Performance			

<b>Scheduled Period of Performance:</b>		
<b>Option Years? (Describe type and #)</b>		
	<i>Original</i>	<i>Current</i>
<b>Completion Date:</b>		
<b>Number and Reason for Change(s) in Schedule:</b>		

#### **E.7 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 (I\$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
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[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
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[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
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[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

(I\$END-PRODUCT-1)

(I\$COUNTRY-ORIGIN-1)

(I\$END-PRODUCT-2)

(I\$COUNTRY-ORIGIN-2)

(I\$END-PRODUCT-3)

(I\$COUNTRY-ORIGIN-3)

(I\$END-PRODUCT-4)

(I\$COUNTRY-ORIGIN-4)

(I\$END-PRODUCT-5)

(I\$COUNTRY-ORIGIN-5)

(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.

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

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

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

TIN: \_\_\_\_\_.

TIN has been applied for.

TIN is not required because:

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

Offeror is an agency or instrumentality of a foreign government;

Offeror is an agency or instrumentality of the Federal Government.

(4) *Type of organization*.

Sole proprietorship;

Partnership;

Corporate entity (not tax-exempt);

Corporate entity (tax-exempt);

Government entity (Federal, State, or local);

Foreign government;

International organization per 26 CFR 1.6049-4;

Other \_\_\_\_\_.

(5) *Common parent*.

Offeror is not owned or controlled by a common parent;

Name and TIN of common parent:

Name \_\_\_\_\_.

TIN \_\_\_\_\_.

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

(n) *Prohibition on Contracting with Inverted Domestic Corporations*.

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

(2) *Representation*. The Offeror represents that—

(i) It  is,  is not an inverted domestic corporation; and

(ii) It  is,  is not a subsidiary of an inverted domestic corporation.

(o) *Prohibition on contracting with entities engaging in certain activities or transactions relating to Iran*.

(1) The offeror shall email questions concerning sensitive technology to the Department of State at [CISADA106@state.gov](mailto:CISADA106@state.gov).

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

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

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

(iii) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds \$3,500 with Iran’s Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked pursuant to the International Emergency Economic Powers Act (50 U.S.C. 1701 *et seq.*) (see OFAC’s Specially Designated Nationals and Blocked Persons List at <http://www.treasury.gov/ofac/downloads/t11sdn.pdf>).

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

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

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

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

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

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

Immediate owner CAGE code: \_\_\_\_.

Immediate owner legal name: \_\_\_\_.

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

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

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

Highest-level owner CAGE code: \_\_\_\_.

Highest-level owner legal name: \_\_\_\_.

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

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

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

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

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

(2) The Offeror represents that—

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

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

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

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

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

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

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

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

(End of Provision)

#### **E.8 VAAR 852.273-70 LATE OFFERS (JAN 2003)**

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

(End of Provision)

#### **E.9 VAAR 852.273-74 AWARD WITHOUT EXCHANGES (JAN 2003)**

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

(End of Provision)