

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: Company Name: _____
ATTN/POC Name: _____
Address: _____
Phone: _____
Email: _____
DUNS: _____
Tax ID: _____
GSA/FSS, NAC, SEWP Contract# (if applicable): _____

b. GOVERNMENT: Shasta Britt, Contract Specialist
Department of Veterans Affairs, NCO 16
2002 Holcombe Blvd., Bldg. 100
Houston, TX 77030
Phone: 713-794-7978
Email: shasta.britt@va.gov

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

a. 52.232-33 Payment by Electronic Funds Transfer - System for Award Management through TUNGSTEN

3. INVOICES: Invoices shall be submitted in arrears:

- a. Monthly
- b. Shall submit within 30 days in conclusion of services.
- c. The timing of payments to the affiliate for this agreement is payments in arrears.

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.

- a. Include purchase order number (PO#) on all invoices, located Standard Form 1449 block 4.
- b. Facsimile, e-mail, and scanned documents are not acceptable forms of submission for payment requests. Electronic form means an automated system transmitting information electronically according to the accepted electronic data transmission methods.
- c. VA's Electronic Invoice Presentment and Payment System – The FSC uses a third-party contractor, Tungsten, to transition vendors from paper to electronic invoice submission. Please go to this website: <http://www.tungsten-network.com/US/en/veterans-affairs/> to begin submitting electronic invoices, free of charge.

5. Offeror shall complete the following located in Sections B and E of this solicitation:

- a. Section B- CONTRACT ADMINISTRATION DATA, CONTRACTOR name, address, phone, and email.
- b. Section B- PRICE/COST SCHEDULE, unit price, amount and grand total.
- c. Section E- 52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS:

Contract Period: Option 2

POP Begin: 08-01-2021

POP End: 07-31-2022

3001

12.00 MO

Contractor shall provide Spacelabs Software Support inclusive of Clinical Access
(212 Hardwire Beds, 174 Telemetry)

Contract Period: Option 3

POP Begin: 08-01-2022

POP End: 07-31-2023

4001

12.00 MO

Contractor shall provide Spacelabs Software Support inclusive of Clinical Access
(212 Hardwire Beds, 174 Telemetry)

Contract Period: Option 4

POP Begin: 08-01-2023

POP End: 07-31-2024

GRAND TOTAL

(Base and All Options Total, if exercised)

Except when it is determined in accordance with [FAR 17.206\(b\)](#) not to be in the Government's best interests, the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. ***This includes options under FAR 52.217-8, Option to Extend Services, which applies to this solicitation. Evaluation of options under FAR 52.217-8 will be accomplished by using the prices offered for the last option period to determine the price for a 6-month option period, which will be added to the base and other option years to arrive at the total price.*** Evaluation of options will not obligate the Government to exercise the option(s)."

(End of Price/Cost Schedule)

B.3 STATEMENT OF WORK (SOW)**1. GENERAL REQUIREMENT**

Michael E. Debakey Medical Center (MEDVAMC) is requesting for a contractor to provide support, updates, and service for Spacelabs Software inclusive of Clinical Access at the MEDVAMC located at 2002 Holcombe Blvd, Houston, TX 77030. The Contractor shall furnish all labor, materials, parts, equipment, tools to service and perform provide support, updates, and service for Spacelabs Software inclusive of Clinical Access.

2. DEFINITIONS/ACRONYMS

- a. Biomedical Engineer(ing) - Supervisor or designee.
- b. CO - Contracting Officer
- c. COR - Contracting Officer's Technical Representative
- d. PM - Preventive Maintenance.
 - i. Services which are periodic in nature and are required to maintain the equipment in such condition that it may be operated in accordance with its intended design and functional capacity with minimal incidence of malfunction or inoperative conditions.
- e. FSE - Field Service Engineer.
 - i. A person who is authorized by the contractor to perform maintenance (corrective and/or preventive) services on the MEDVAMC premises.

- h. Veterans Day November 11
- i. Thanksgiving Day Fourth Thursday in November
- j. Christmas December 25

- f. In addition to the days designated as holidays, the Government observes the following days:
 - a. Any other day designated by Federal Statute
 - b. Any other day designated by Executive Order
 - c. Any other day designated by the President's Proclamation
- g. It is understood and agreed between the Government and the Contractor that observance of such days by Government personnel shall not otherwise be a reason for an additional period of performance, or entitlement of compensation. In the event the Contractor's personnel work during the holiday, they may be reimbursed by the Contractor, however, no form of holiday or other premium compensation shall be reimbursed either as a direct or indirect cost, other than their normal compensation for the time worked.

5. SOFTWARE UPDATES AND SUPPORT

- a. Contractor shall provide and install all software updates for Clinical Access and all other Spacelabs software as listed above. Installation and updates are to be coordinated with MEDVAMC staff either in-person, or remotely in accordance with VA remote access requirements.
- b. Contractor shall verify compatibility of any updates with COR prior to and following any remote or on-site updates.
- c. Contractor shall provide 24x7 telephone support for all Spacelabs Software.
- d. The contractor shall provide remote diagnostic support via remote access for all Spacelabs Software issues.
- e. Contractor shall provide on-site service including travel, lodging, labor and materials during normal business hours for all updates that threaten patient safety.
- f. Once a fiscal year, the contractor shall provide on-site service including travel, lodging, labor and materials during normal business hours for performance enhancement maintenance of the system.

6. UNSCHEDULED MAINTENANCE (Emergency Repair Service)

- a. Contractor shall maintain the software in accordance with the manufacturer's latest specifications.
- b. Contractor shall provide repair service which may consist of hardware maintenance/software update/upgrade installations, and maintaining the equipment, including all intervening calls necessary between regular services and hardware maintenance/software update/upgrade installations. All required hardware maintenance/software update/upgrade installations shall be furnished.
- c. The CO, COR or designee has the authority to approve/request a service call from the Contractor.
- a. Response Time: - Contractor's FSE must respond with a phone call to the COR or his/her designee within two (2) hours after receipt of telephoned notification twenty-four (24) hours per day. If the problem cannot be corrected by phone or remotely, the FSE will commence work (on-site physical response) within forty-eight (48) hours after receipt of this second notification and will proceed progressively to completion without undue delay. This requirement for response time shall be the same for both services calls during the VA normal business hours and after-hour service calls. Corrective work with regards to patient safety shall be completed within forty-eight (48) hours from telephone contact time or within a given time frame of no less than 48-hrs as declared by the COR.
- d. Contractor shall provide mandatory safety and performance-related updates to covered equipment and software.
- e. Contractor shall have the ability to concurrently address multiple emergency calls and unscheduled maintenance on different equipment.

7. SCHEDULED MAINTENANCE

- a. The Contractor shall provide and install all software updates for Clinical Access and all other Spacelabs software to ensure that equipment/software listed in the schedule performs in accordance with Section 3, Conformance Standards. The yearly on-site service for performance enhancement maintenance of the system must be done in accordance with the latest OEM maintenance procedures and protocols. (An outline of the yearly on-site service procedures and schedule shall be provided to the COR). The Contractor shall provide and utilize

procedures and checklists with worksheet originals indicating work performed and actual values obtained (as applicable). This documentation shall be provided to the COR at the completion of the PM. The contractor shall provide written description of Preventive Maintenance Inspections (PMI). This description shall include an itemized list of the procedures performed, including electrical safety. PM services shall include, but need not be limited to, the following:

- i. Reviewing operating system software diagnostics to ensure that the system is operating in accordance with Section 3, Conformance Standards or the manufacturer's specifications.
 - ii. Calibrating the equipment.
 - iii. Performing remedial maintenance of non-emergent nature.
 - iv. Testing and replacing faulty software and/or software likely to become faulty or fail.
 - v. Returning the software to the operating condition defined in Section 3, Conformance Standards.
 - vi. Providing documentation of services performed.
 - vii. Inspecting and calibrating the hard copy image device.
- b. The yearly on-site service for performance enhancement maintenance of the system shall be performed in accordance with, and during the hours defined in the "Hours of Coverage" Section, the preventive maintenance schedule established herein. All exceptions to the on-site service schedule shall be arranged and approved in advance with the COR.

8. PARTS

- a. Contractor shall furnish and replace parts (software, etc.) in accordance with the manufacturer's specifications if applicable with regards to software support.
- b. Contractor shall have ready access to all parts, including unique and/or high mortality replacement parts. All parts supplied shall be compatible with existing equipment.
- c. Contractor shall include all parts [except -if applicable - those parts specifically listed as being EXCLUDED].
 - i. The Contractor shall also list any excluded parts under the service contract.
- d. The contractor shall use new original equipment manufacturer (OEM) parts. All parts shall be of current manufacture and have complete versatility with the presently installed equipment.
 - i. Rebuilt parts, used parts or those removed from other equipment, shall not be installed without specific approval by the CO or the COR
- e. All parts shall perform identically to the original equipment specifications.

9. SERVICE MANUALS/TOOLS/EQUIPMENT/TRAVEL

- a. The MEDVAMC shall not provide travel, tools, (test) equipment, service manuals or service diagnostic software to the contractor.
- b. The contractor shall obtain, have on file, and make available operational and technical documentation (such as; operational and service manuals, schematics, and parts list) which are necessary to meet the performance requirements of this contract.
- c. The location and listing of the service data manuals, by name and/or the manuals themselves shall be provided to the COR upon request.

10. DOCUMENTATION/REPORTS

- a. Contractor shall provide reports, and the documentation shall include detailed descriptions of the scheduled and unscheduled maintenance (i.e., Emergency repairs) procedures performed, including replaced parts and prices (for outside normal working hour services) required to maintain the equipment in accordance with Section 3, Conformance Standards or the manufacturer's specifications. Such documentation shall meet the guidelines as set forth in the Conformance Standards section.
- b. The ESR will consist of a separate PM report for the item(s) covered under the "specific" contract. Grouping different equipment from different contracts on "one" ESR is prohibited. In addition, each ESR must, at a minimum, document the following data legibly and in complete detail:
 - i. Name of contractor and contract number.
 - ii. Name of FSE who performed services.
 - iii. Contractor service ESR number/log number.

- iv. Date, time (starting and ending), equipment downtime and hours on-site for service call.
- v. VA purchase order numbers covering the call if outside normal working hours.
- vi. Description of problem reported by COR.
- vii. Identification of equipment to be serviced:
 - 1. Inventory ID number
 - 2. Manufacturer's name
 - 3. Device name
 - 4. Model number
 - 5. Serial number
 - 6. Any other manufacturer's identification numbers.
- viii. Itemized Description of Service Performed (including, if applicable, Costs associated with after normal working hour services) including:
 - 1. Labor and Travel
 - 2. Parts (with part numbers)
 - 3. Materials and Circuit Location of problem/corrective action.
 - 4. Total Cost to be billed (if applicable - i.e., part(s) not covered, or service rendered after normal hours of coverage).
- ix. Signatures:
 - 1. FSE performing services described.
 - 2. Authorized VA Employee who witnessed service described.

NOTE: - Any additional charges claimed and not covered under this contract must be approved by the COR before service is completed!

11. REPORTING REQUIREMENTS

The Contractor shall be required to report to Biomedical Engineering to log in. This check in is mandatory. When the service is completed, the FSE shall document services rendered on a legible ESR(s). The FSE shall be required to log out with Biomedical Engineering and submit the ESR(s) to the COR. ALL ESRs shall be submitted to the equipment user for an "acceptance signature" and to the COR for an "authorization signature". If the COR is unavailable, a signed, authorized copy of the ESR will be sent to the Contractor after the work can be reviewed.

12. ADDITIONAL CHARGES

- a. There will be no additional charge for time spent at the site (during, or after the normal hours of coverage) awaiting the arrival of additional FSE and/or delivery of parts.
- b. In any case, the VA shall be explicitly notified in advance that additional charges will be incurred, prior to beginning such work. In such instances that the VA agrees the work is not within the scope of the contract, and the VA desires the Contractor to perform service, a separate purchase order will be issued to the Contractor for the work. Any service required which the Contractor believes to be in excess of the contract provisions and require additional payment (e.g., work beyond normal work hours) shall not be performed without prior authorization from the BIOMED COR, who will arrange a separate purchase order to pay for the additional service if desired by the VA.
- c. The Government shall not be responsible for incidental charges including; but not limited to, parking, tolls, mileage, phone, etc., on straight time or overtime work.

13. REPORTING REQUIRED SERVICES BEYOND THE CONTRACT SCOPE

The Contractor shall immediately, but no later than 24 (twenty-four) consecutive hours after discovery, notify the COR (in writing) of the existence or the development of any defects in, or repairs/parts required, to the scheduled equipment which the Contractor considers he/she is not responsible for under the terms of the contract. The Contractor shall furnish the COR with a written estimate of the cost to make necessary repairs.

14. CONDITION OF EQUIPMENT

The Contractor accepts responsibility for the equipment in "as is" condition. Failure to inspect the equipment prior to contract award will not relieve the Contractor from performance of the requirements of this contract.

15. REMOVAL OF EQUIPMENT

Should a piece of equipment require repair at the Contractor 's plant, the Contractor shall coordinate with the COR the removal of equipment. Government property cannot be removed from the station without a signed Property Pass. This Property Pass may be obtained from Acquisition & Material Management Service, Personal Property Section, 4A-320 after removal is authorized by the COR. The Contractor may not remove equipment from Government site for repairs. The Contractor shall be responsible for damage or loss of equipment while in the Contractor 's charge.

16. COMPETENCY OF PERSONNEL SERVICING EQUIPMENT

- a. Each respondent must have an established business, with an office and full-time staff. The staff includes a "fully qualified" FSE and a "fully qualified" FSE who will serve as the backup.
- b. "Fully Qualified" is based upon training and on experience in the field. For training, the FSE(s) has successfully completed a formalized training program, for the equipment and is OEM Certified. For field experience, the FSE(s) has a minimum of two years of experience (except for equipment newly on the market) with respect to scheduled and unscheduled preventive and remedial maintenance, on Leica equipment. The FSEs shall be authorized by the Contractor to perform the maintenance services. All work shall be performed by "Fully Qualified", OEM Certified competent FSEs.
- c. The Contractor shall provide written assurance of the competency of their personnel and a list of credentials of approved FSEs for each make and model the Contractor services at the MEDVAMC. The COR may authenticate the training requirements, request training certificates or credentials from the Contractor at any time for any personnel who are servicing or installing any MEDVAMC equipment. The CO and/or COR specifically reserve the right to reject any of the Contractor's personnel and refuse them permission to work on the MEDVAMC equipment.
- d. If subcontractor(s) are used, they must be approved by the CO; the Contractor shall submit any proposed change in subcontractor(s) to the CO for approval/disapproval.

17. TEST EQUIPMENT

Prior to commencement of work on this contract, the Contractor shall provide the MEDVAMC with a copy of the current calibration certification of all test equipment which is to be used by the Contractor on MEDVAMC's equipment. This certification shall also be provided on a periodic basis when requested by the MEDVAMC. Test equipment calibration shall be traceable to a national standard.

18. SAFETY REQUIREMENTS

- a. In the performance of this contract, the Contractor shall take such safety precautions as the COR, or his/her designee, may determine to be reasonably necessary to protect the lives and health of occupants of the building.
- b. Contractor shall have one supervisory employee, who will disseminate requirements to those who work at our facility, report to the Safety Manager's office for a one- (1) time training class before working on-site. The COR will notify the Contractor of any noncompliance with the foregoing provisions and the action to be taken. The Contractor shall, after receipt of such notice, immediately correct the conditions to which attention has been directed. Such notice, when served on the Contractor or his representative at the site of work, shall be deemed sufficient for the purpose aforesaid. If the Contractor fails or refuses to comply promptly with such notice, the CO may issue an order stopping all or any part of the work and hold the Contractor in default.
- c. The MEDVAMC, CO, COR or any of its and/or their associates, employees or descendants under any conditions or circumstances shall not be held responsible for any safety incident, any injury or any inconvenience experienced by the Contractor, their associates, or subcontractors while performing the services, labor, travel, software upgrades or maintenance included within this contract to the extent applicable by federal, local and state law with federal law taking precedence.

19. PRIVACY/SECURITY

- a. The Contractor will need to access VA systems to perform software upgrades, preventative maintenance and maintenance repairs.
- b. The Contractor will have electronic connectivity to the devices and will have access to patient databases or receive screenshots with PHI present.
- c. Any electronic or magnetic data storage devices such as hard drives, etc. shall be turned into the ISO. Electronic or magnetic data storage devices are not to be removed from VA property.

20. REMOTE SUPPORT

The contractor shall have proper access and control to remotely monitor all equipment listed in the “Equipment Identification and Coverage” Section. The Contractor shall have an MOU/ISA in place with the Veterans Health Administration before contract award. The contractor shall present the MOU/ISA to the COR prior to contract administration. This includes background checks and Information Security Officer approval as required by Directive 6500.

21. MOBILE MEDIA SCANNING

The Contractor will identify if removable media (i.e. USB or DVD/CD Device) is required to perform his/her duties. Personally-owned USB thumb drive utilization is prohibited. Non-VA support personnel must furnish their own FIPS140-2 certified USB thumb drives, and only with the permission of a designated VA supervisor. All USB drives must be scanned with an antivirus program running current virus definitions by the local VA staff, prior to connection to any VA device. COR or designee will ensure the removable media is scanned with anti-virus software running current virus definitions prior to connection to any medical device system. The computer system for scanning removable media is located in the biomedical engineering shop, Building 100, Room BA200.

(End of Statement of Work)

SECTION C - CONTRACT CLAUSES

ADDENDUM to FAR 52.212-4 CONTRACT TERMS AND CONDITIONS—COMMERCIAL ITEMS

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

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

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/oal/library/vaar/>

<u>FAR Number</u>	<u>Title</u>	<u>Date</u>
52.204-13	SYSTEM FOR AWARD MANAGEMENT MAINTENANCE	OCT 2018
52.204-18	COMMERCIAL AND GOVERNMENT ENTITY CODE MAINTENANCE	JUL 2016
52.212-4	CONTRACT TERMS AND CONDITIONS—COMMERCIAL ITEMS	OCT 2018
52.212-5	CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS—COMMERCIAL ITEMS	MAY 2019
52.232-18	AVAILABILITY OF FUNDS	APR 1984
52.232-40	PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS	DEC 2013

(End of Clause)

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

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

(End of Clause)

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

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

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

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

(End of Clause)

C.4 VAAR 852.203-70 COMMERCIAL ADVERTISING (MAY 2018)

The Contractor shall not make reference in its commercial advertising to Department of Veterans Affairs contracts in a manner that states or implies the Department of Veterans Affairs approves or endorses the Contractor's products or services or considers the Contractor's products or services superior to other products or services.

(End of Clause)

C.5 VAAR 852.219-10 VA NOTICE OF TOTAL SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS SET-ASIDE (JUL 2016)(DEVIATION)

(a) *Definition.* For the Department of Veterans Affairs, "Service-disabled veteran-owned small business concern or SDVSOB":

(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 or eligible surviving spouses (see VAAR 802.201 Surviving Spouse definition);

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

(iii) The business meets Federal small business size standards for the applicable North American Industry Classification System (NAICS) code identified in the solicitation document;

(iv) The business has been verified for ownership and control pursuant to 38 CFR 74 and is so listed in the Vendor Information Pages database, (<https://www.vip.vetbiz.gov>); and

(v) The business will comply with subcontracting limitations in 13 CFR 125.6, as applicable

(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).

(b) *General.*

(1) Offers are solicited only from verified service-disabled veteran-owned small business concerns. Offers received from concerns that are not verified service-disabled veteran-owned small business concerns shall not be considered.

(2) Any award resulting from this solicitation shall be made to a verified service-disabled veteran-owned small business concern.

(c) *Agreement.* A service-disabled veteran-owned small business concern agrees that in the performance of the contract, the concern will comply with the limitation on subcontracting requirements in 13 CFR §125.6.

(d) A joint venture may be considered a service-disabled veteran owned small business concern if the joint venture complies with the requirements in 13 CFR 125.15, provided that any reference therein to SDVO SBC is to be construed to apply to a VA verified SDVOSB as appropriate.

(e) Any service-disabled veteran-owned small business concern (non-manufacturer) must meet the requirements in FAR 19.102(f) of the Federal Acquisition Regulation to receive a benefit under this program.

(End of Clause)

C.6 VAAR 852.219-74 LIMITATIONS ON SUBCONTRACTING—MONITORING AND COMPLIANCE (JUL 2018)

(a) This solicitation includes VAAR 852.219-10 VA Notice of Total Service- Disabled Veteran-Owned Small Business Set-Aside.

(b) Accordingly, any contract resulting from this solicitation is subject to the limitation on subcontracting requirements in 13 CFR 125.6, or the limitations on subcontracting requirements in the FAR clause, as applicable. The Contractor is advised that in performing contract administration functions, the Contracting Officer may use the services of a support contractor(s) retained by VA to assist in assessing the Contractor's compliance with the limitations on subcontracting or percentage of work performance requirements specified in the clause. To that end, the support contractor(s) may require access to Contractor's offices where the Contractor's business records or other proprietary data are retained and to review such business records regarding the Contractor's compliance with this requirement.

(c) All support contractors conducting this review on behalf of VA will be required to sign an "Information Protection and Non-Disclosure and Disclosure of Conflicts of Interest Agreement" to ensure the Contractor's business records or other proprietary data reviewed or obtained in the course of assisting the Contracting Officer in assessing the Contractor for compliance are protected to ensure information or data is not improperly disclosed or other impropriety occurs.

(d) Furthermore, if VA determines any services the support contractor(s) will perform in assessing compliance are advisory and assistance services as defined in FAR 2.101, Definitions, the support contractor(s) must also enter into an agreement with the Contractor to protect proprietary information as required by FAR 9.505-4, Obtaining access to proprietary information, paragraph (b). The Contractor is required to cooperate fully and make available any records as may be required to enable the Contracting Officer to assess the Contractor's compliance with the limitations on subcontracting or percentage of work performance requirement.

(End of Clause)

C.7 VAAR 852.232-72 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS (NOV 2018)

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

- (1) *Contract financing payment* has the meaning given in FAR 32.001;
- (2) *Designated agency office* means the office designated by the purchase order, agreement, or contract to first receive and review invoices. This office can be contractually designated as the receiving entity. This office may be different from the office issuing the payment;
- (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; and
- (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 at the current website address provided in the contract.
- (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).

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

(e) *Exceptions.* If, based on one of the circumstances in this paragraph (e), 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.8 VAAR 852.237-70 CONTRACTOR RESPONSIBILITIES (APR 1984)

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

required by the laws of the State of Texas. Further, it is agreed that any negligence of the Government, its officers, agents, servants and employees, shall not be the responsibility of the contractor hereunder with the regard to any claims, loss, damage, injury, and liability resulting there from.

(End of Clause)

C.9 VAAR 852.270-1 REPRESENTATIVES OF CONTRACTING OFFICERS (JAN 2008)

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

(End of Clause)

(End of Addendum to 52.212-4)

SECTION D - CONTRACT DOCUMENTS, EXHIBITS, OR ATTACHMENTS

D.1 INFORMATION SECURITY ACCORDANCE VA HANDBOOK 6500.6 Appendix C:

1. GENERAL

Contractors, contractor personnel, subcontractors, and subcontractor personnel shall be subject to the same Federal laws, regulations, standards, and VA Directives and Handbooks as VA and VA personnel regarding information and information system security.

2. ACCESS TO VA INFORMATION AND VA INFORMATION SYSTEMS

- a. A contractor/subcontractor shall request logical (technical) or physical access to VA information and VA information systems for their employees, subcontractors, and affiliates only to the extent necessary to perform the services specified in the contract, agreement, or task order.
- b. All contractors, subcontractors, and third-party servicers and associates working with VA information are subject to the same investigative requirements as those of VA appointees or employees who have access to the same types of information. The level and process of background security investigations for contractors must be in accordance with VA Directive and Handbook 0710, Personnel Suitability and Security Program. The Office for Operations, Security, and Preparedness is responsible for these policies and procedures.
- c. Contract personnel who require access to national security programs must have a valid security clearance. National Industrial Security Program (NISP) was established by Executive Order 12829 to ensure that cleared U.S. defense industry contract personnel safeguard the classified information in their possession while performing work on contracts, programs, bids, or research and development efforts. The Department of Veterans Affairs does not have a Memorandum of Agreement with Defense Security Service (DSS). Verification of a Security Clearance must be processed through the Special Security Officer located in the Planning and National Security Service within the Office of Operations, Security, and Preparedness.
- d. Custom software development and outsourced operations must be located in the U.S. to the maximum extent practical. If such services are proposed to be performed abroad and are not disallowed by other VA policy or mandates, the contractor/subcontractor must state where all non-U.S. services are provided and detail a security plan, deemed to be acceptable by VA, specifically to address mitigation of the resulting problems of communication, control, data protection, and so forth. Location within the U.S. may be an evaluation factor.
- e. The contractor or subcontractor must notify the Contracting Officer immediately when an employee working on a VA system or with access to VA information is reassigned or leaves the contractor or subcontractor's employ. The Contracting Officer must also be notified immediately by the contractor or subcontractor prior to an unfriendly termination.

3. VA INFORMATION CUSTODIAL LANGUAGE

- a. Information made available to the contractor or subcontractor by VA for the performance or administration of this contract or information developed by the contractor/subcontractor in performance or administration of the contract shall be used only for those purposes and shall not be used in any other way without the prior written agreement of the VA. This clause expressly limits the contractor/subcontractor's rights to use data as described in Rights in Data
 - General, FAR 52.227-14(d) (1).
- b. VA information should not be co-mingled, if possible, with any other data on the contractors/subcontractor's information systems or media storage systems in order to ensure VA requirements related to data protection and media sanitization can be met. If co-mingling must be allowed to meet the requirements of the business need, the contractor must ensure that VA's information is returned to the VA or destroyed in accordance with VA's sanitization requirements. VA reserves the right to conduct on site inspections of contractor and subcontractor IT resources to ensure data security controls, separation of data and job duties, and destruction/media sanitization procedures are in compliance with VA directive requirements.
- c. Prior to termination or completion of this contract, contractor/subcontractor must not destroy information received from VA, or gathered/created by the contractor in the course of performing this contract without prior written approval by the VA. Any data destruction done on behalf of VA by a contractor/subcontractor must be done in accordance with National Archives and Records Administration (NARA) requirements as outlined in VA Directive 6300, Records and Information Management and its Handbook 6300.1 Records Management Procedures, applicable VA Records Control Schedules, and VA Handbook 6500.1, Electronic Media Sanitization. Self-certification by the contractor that the data destruction requirements above have been met must be sent to the VA Contracting Officer within 30 days of termination of the contract.
- d. The contractor/subcontractor must receive, gather, store, back up, maintain, use, disclose and dispose of VA information only in compliance with the terms of the contract and applicable Federal and VA information confidentiality and security laws, regulations and policies. If Federal or VA information confidentiality and security laws, regulations and policies become applicable to the VA information or information systems after execution of the contract, or if NIST issues or updates applicable FIPS or Special Publications (SP) after execution of this contract, the parties agree to negotiate in good faith to implement the information confidentiality and security laws, regulations and policies in this contract.
- e. The contractor/subcontractor shall not make copies of VA information except as authorized and necessary to perform the terms of the agreement or to preserve electronic information stored on contractor/subcontractor electronic storage media for restoration in case any electronic equipment or data used by the contractor/subcontractor needs to be restored to an operating state. If copies are made for restoration purposes, after the restoration is complete, the copies must be appropriately destroyed.
- f. If VA determines that the contractor has violated any of the information confidentiality, privacy, and security provisions of the contract, it shall be sufficient grounds for VA to withhold payment to the contractor or third party or terminate the contract for default or terminate for cause under Federal Acquisition Regulation (FAR) part 12.
- g. If a VHA contract is terminated for cause, the associated BAA must also be terminated, and appropriate actions taken in accordance with VHA Handbook 1600.01, *Business Associate Agreements*. Absent an agreement to use or disclose protected health information, there is no business associate relationship.
- h. The contractor/subcontractor must store, transport, or transmit VA sensitive information in an encrypted form, using VA-approved encryption tools that are, at a minimum, FIPS 140-2 validated.
- i. The contractor/subcontractor's firewall and Web services security controls, if applicable, shall meet or exceed VA's minimum requirements. VA Configuration Guidelines are available upon request.
- j. Except for uses and disclosures of VA information authorized by this contract for performance of the contract, the contractor/subcontractor may use and disclose VA information only in two other situations: (i) in response to a qualifying order of a court of competent jurisdiction, or (ii) with VA's prior written approval. The contractor/subcontractor must refer all requests for, demands for production of, or inquiries about, VA information and information systems to the VA contracting officer for response.
- k. Notwithstanding the provision above, the contractor/subcontractor shall not release VA records protected by Title 38 U.S.C. 5705, confidentiality of medical quality assurance records and/or Title 38 U.S.C. 7332, confidentiality of certain health records pertaining to drug addiction, sickle cell anemia, alcoholism or alcohol

abuse, or infection with human immunodeficiency virus. If the contractor/subcontractor is in receipt of a court order or other requests for the above-mentioned information, that contractor/subcontractor shall immediately refer such court orders or other requests to the VA contracting officer for response.

- I. For service that involves the storage, generating, transmitting, or exchanging of VA sensitive information but does not require C&A or an MOU-ISA for system interconnection, the contractor/subcontractor must complete a Contractor Security Control Assessment (CSCA) on a yearly basis and provide it to the COTR.

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6. SECURITY INCIDENT INVESTIGATION

- a. The term “security incident” means an event that has, or could have, resulted in unauthorized access to, loss or damage to VA assets, or sensitive information, or an action that breaches VA security procedures. The contractor/subcontractor shall immediately notify the COTR and simultaneously, the designated ISO and Privacy Officer for the contract of any known or suspected security/privacy incidents, or any unauthorized disclosure of sensitive information, including that contained in system(s) to which the contractor/subcontractor has access.
- b. To the extent known by the contractor/subcontractor, the contractor/subcontractor’s notice to VA shall identify the information involved, the circumstances surrounding the incident (including to whom, how, when, and where the VA information or assets were placed at risk or compromised), and any other information that the contractor/subcontractor considers relevant.
- c. With respect to unsecured protected health information, the business associate is deemed to have discovered a data breach when the business associate knew or should have known of a breach of such information. Upon discovery, the business associate must notify the covered entity of the breach. Notifications need to be made in accordance with the executed business associate agreement.
- d. In instances of theft or break-in or other criminal activity, the contractor/subcontractor must concurrently report the incident to the appropriate law enforcement entity (or entities) of jurisdiction, including the VA OIG and Security and Law Enforcement. The contractor, its employees, and its subcontractors and their employees shall cooperate with VA and any law enforcement authority responsible for the investigation and prosecution of any possible criminal law violation(s) associated with any incident. The contractor/subcontractor shall cooperate with VA in any civil litigation to recover VA information, obtain monetary or other compensation from a third party for damages arising from any incident, or obtain injunctive relief against any third party arising from, or related to, the incident.

7. LIQUIDATED DAMAGES FOR DATA BREACH

- a. Consistent with the requirements of 38 U.S.C. §5725, a contract may require access to sensitive personal information. If so, the contractor is liable to VA for liquidated damages in the event of a data breach or privacy incident involving any SPI the contractor/subcontractor processes or maintains under this contract.
- b. The contractor/subcontractor shall provide notice to VA of a “security incident” as set forth in the Security Incident Investigation section above. Upon such notification, VA must secure from a non-Department entity or the VA Office of Inspector General an independent risk analysis of the data breach to determine the level of risk associated with the data breach for the potential misuse of any sensitive personal information involved in the data breach. The term 'data breach' means the loss, theft, or other unauthorized access, or any access other than that incidental to the scope of employment, to data containing sensitive personal information, in electronic or printed form, that results in the potential compromise of the confidentiality or integrity of the data. Contractor shall fully cooperate with the entity performing the risk analysis. Failure to cooperate may be deemed a material breach and grounds for contract termination.
- c. Each risk analysis shall address all relevant information concerning the data breach, including the following:
 - (1) Nature of the event (loss, theft, unauthorized access);
 - (2) Description of the event, including:
 - a. date of occurrence;

- b. data elements involved, including any PII, such as full name, social security number, date of birth, home address, account number, disability code;
 - (3) Number of individuals affected or potentially affected;
 - (4) Names of individuals or groups affected or potentially affected;
 - (5) Ease of logical data access to the lost, stolen or improperly accessed data in light of the degree of protection for the data, e.g., unencrypted, plain text;
 - (6) Amount of time the data has been out of VA control;
 - (7) The likelihood that the sensitive personal information will or has been compromised (made accessible to and usable by unauthorized persons);
 - (8) Known misuses of data containing sensitive personal information, if any;
 - (9) Assessment of the potential harm to the affected individuals;
 - (10) Data breach analysis as outlined in 6500.2 Handbook, Management of Security and Privacy Incidents, as appropriate; and
 - (11) Whether credit protection services may assist record subjects in avoiding or mitigating the results of identity theft based on the sensitive personal information that may have been compromised.
- d. Based on the determinations of the independent risk analysis, the contractor shall be responsible for paying to the VA liquidated damages in the amount of \$37.00 per affected individual to cover the cost of providing credit protection services to affected individuals consisting of the following:
- (1) Notification;
 - (2) One year of credit monitoring services consisting of automatic daily monitoring of at least
 - (3) 3 relevant credit bureau reports;
 - (4) Data breach analysis;
 - (5) Fraud resolution services, including writing dispute letters, initiating fraud alerts and credit freezes, to assist affected individuals to bring matters to resolution;
 - (6) One year of identity theft insurance with \$20,000.00 coverage at \$0 deductible; and Necessary legal expenses the subjects may incur to repair falsified or damaged credit records, histories, or financial affairs.

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9. TRAINING

- a. All contractor employees and subcontractor employees requiring access to VA information and VA information systems shall complete the following before being granted access to VA information and its systems:
 - (1) Sign and acknowledge (either manually or electronically) understanding of and responsibilities for compliance with the Contractor Rules of Behavior, Appendix E relating to access to VA information and information systems;
 - (2) Privacy & Information Security Awareness Training (TMS course #: 10706);
 - (3) HIPAA & Privacy Training (TMS course #: 10203); and
 - (4) Successfully complete any additional cyber security or privacy training, as required for VA personnel with equivalent information system access [to be defined by the VA program official and provided to the contracting officer for inclusion in the solicitation document – e.g., any role-based information security training required in accordance with NIST Special Publication 800-16, Information Technology Security Training Requirements.]
- b. The contractor shall provide to the contracting officer and/or the COTR a copy of the training certificates and certification of signing the Contractor Rules of Behavior for each applicable employee within 1 week of the initiation of the contract and annually thereafter, as required.
- c. Failure to complete the mandatory annual training and sign the Rules of Behavior annually, within the timeframe required, is grounds for suspension or termination of all physical or electronic access privileges and removal from work on the contract until such time as the training and documents are complete.

(End of Information Security)

D.2 WAGE DETERMINATION

WD 15-5233 (Rev.-11) was first posted on www.wdol.gov on 01/01/2019

REGISTER OF WAGE DETERMINATIONS UNDER		U.S. DEPARTMENT OF LABOR
THE SERVICE CONTRACT ACT		EMPLOYMENT STANDARDS ADMINISTRATION
By direction of the Secretary of Labor		WAGE AND HOUR DIVISION
		WASHINGTON D.C. 20210
		Wage Determination No.: 2015-5233
Daniel W. Simms		Revision No.: 11
Director		Date Of Revision: 12/26/2018
Division of		
Wage Determinations		

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.60 for calendar year 2019 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 \$10.60 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 2019. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

State: Texas

Area: Texas Counties of Austin, Brazoria, Chambers, Fort Bend, Galveston, Harris, Liberty, Montgomery, Waller

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

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		15.67
01012 - Accounting Clerk II		17.59
01013 - Accounting Clerk III		19.67
01020 - Administrative Assistant		29.29
01035 - Court Reporter		29.01
01041 - Customer Service Representative I		12.65
01042 - Customer Service Representative II		14.22
01043 - Customer Service Representative III		15.52
01051 - Data Entry Operator I		13.63
01052 - Data Entry Operator II		14.87
01060 - Dispatcher, Motor Vehicle		18.62
01070 - Document Preparation Clerk		14.75
01090 - Duplicating Machine Operator		14.75
01111 - General Clerk I		14.07
01112 - General Clerk II		15.36

01113 - General Clerk III	17.24
01120 - Housing Referral Assistant	21.24
01141 - Messenger Courier	13.54
01191 - Order Clerk I	18.00
01192 - Order Clerk II	19.90
01261 - Personnel Assistant (Employment) I	16.76
01262 - Personnel Assistant (Employment) II	18.74
01263 - Personnel Assistant (Employment) III	20.90
01270 - Production Control Clerk	23.21
01290 - Rental Clerk	14.75
01300 - Scheduler, Maintenance	17.03
01311 - Secretary I	17.03
01312 - Secretary II	19.04
01313 - Secretary III	21.24
01320 - Service Order Dispatcher	16.65
01410 - Supply Technician	29.29
01420 - Survey Worker	17.79
01460 - Switchboard Operator/Receptionist	13.02
01531 - Travel Clerk I	14.24
01532 - Travel Clerk II	15.38
01533 - Travel Clerk III	16.44
01611 - Word Processor I	16.18
01612 - Word Processor II	18.17
01613 - Word Processor III	20.33
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	25.76
05010 - Automotive Electrician	23.79
05040 - Automotive Glass Installer	21.96
05070 - Automotive Worker	21.96
05110 - Mobile Equipment Servicer	20.23
05130 - Motor Equipment Metal Mechanic	25.96
05160 - Motor Equipment Metal Worker	21.96
05190 - Motor Vehicle Mechanic	25.76
05220 - Motor Vehicle Mechanic Helper	19.40
05250 - Motor Vehicle Upholstery Worker	20.83
05280 - Motor Vehicle Wrecker	21.96
05310 - Painter, Automotive	23.79
05340 - Radiator Repair Specialist	22.88
05370 - Tire Repairer	14.40
05400 - Transmission Repair Specialist	25.76
07000 - Food Preparation And Service Occupations	
07010 - Baker	11.75
07041 - Cook I	11.92
07042 - Cook II	13.84
07070 - Dishwasher	10.37
07130 - Food Service Worker	11.13

07210 - Meat Cutter	12.91
07260 - Waiter/Waitress	9.27
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	18.32
09040 - Furniture Handler	11.95
09080 - Furniture Refinisher	17.70
09090 - Furniture Refinisher Helper	14.58
09110 - Furniture Repairer, Minor	16.82
09130 - Upholsterer	18.32
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	10.96
11060 - Elevator Operator	10.66
11090 - Gardener	16.12
11122 - Housekeeping Aide	10.66
11150 - Janitor	10.66
11210 - Laborer, Grounds Maintenance	12.12
11240 - Maid or Houseman	9.46
11260 - Pruner	10.83
11270 - Tractor Operator	14.79
11330 - Trail Maintenance Worker	12.12
11360 - Window Cleaner	11.93
12000 - Health Occupations	
12010 - Ambulance Driver	15.90
12011 - Breath Alcohol Technician	20.38
12012 - Certified Occupational Therapist Assistant	32.02
12015 - Certified Physical Therapist Assistant	32.91
12020 - Dental Assistant	17.02
12025 - Dental Hygienist	35.52
12030 - EKG Technician	25.92
12035 - Electro neuro diagnostic Technologist	25.92
12040 - Emergency Medical Technician	15.90
12071 - Licensed Practical Nurse I	19.05
12072 - Licensed Practical Nurse II	21.32
12073 - Licensed Practical Nurse III	23.76
12100 - Medical Assistant	15.06
12130 - Medical Laboratory Technician	20.64
12160 - Medical Record Clerk	18.05
12190 - Medical Record Technician	20.18
12195 - Medical Transcriptionist	19.67
12210 - Nuclear Medicine Technologist	37.87
12221 - Nursing Assistant I	11.39
12222 - Nursing Assistant II	12.81
12223 - Nursing Assistant III	13.98
12224 - Nursing Assistant IV	15.69
12235 - Optical Dispenser	16.79
12236 - Optical Technician	16.82

12250 - Pharmacy Technician	19.18
12280 - Phlebotomist	15.62
12305 - Radiologic Technologist	29.86
12311 - Registered Nurse I	30.36
12312 - Registered Nurse II	38.37
12313 - Registered Nurse II, Specialist	38.37
12314 - Registered Nurse III	44.91
12315 - Registered Nurse III, Anesthetist	44.91
12316 - Registered Nurse IV	53.84
12317 - Scheduler (Drug and Alcohol Testing)	25.93
12320 - Substance Abuse Treatment Counselor	21.87
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	20.00
13012 - Exhibits Specialist II	24.77
13013 - Exhibits Specialist III	30.30
13041 - Illustrator I	19.30
13042 - Illustrator II	23.91
13043 - Illustrator III	30.12
13047 - Librarian	29.09
13050 - Library Aide/Clerk	12.75
13054 - Library Information Technology Systems Administrator	26.27
13058 - Library Technician	16.48
13061 - Media Specialist I	18.96
13062 - Media Specialist II	21.20
13063 - Media Specialist III	23.64
13071 - Photographer I	18.96
13072 - Photographer II	21.20
13073 - Photographer III	26.27
13074 - Photographer IV	32.13
13075 - Photographer V	38.87
13090 - Technical Order Library Clerk	16.01
13110 - Video Teleconference Technician	20.24
14000 - Information Technology Occupations	
14041 - Computer Operator I	17.31
14042 - Computer Operator II	19.37
14043 - Computer Operator III	21.59
14044 - Computer Operator IV	24.00
14045 - Computer Operator V	26.57
14071 - Computer Programmer I	(see 1) 26.04
14072 - Computer Programmer II	(see 1)
14073 - Computer Programmer III	(see 1)
14074 - Computer Programmer IV	(see 1)
14101 - Computer Systems Analyst I	(see 1)
14102 - Computer Systems Analyst II	(see 1)
14103 - Computer Systems Analyst III	(see 1)

14150 - Peripheral Equipment Operator	17.31
14160 - Personal Computer Support Technician	24.00
14170 - System Support Specialist	34.32
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	33.08
15020 - Aircrew Training Devices Instructor (Rated)	40.02
15030 - Air Crew Training Devices Instructor (Pilot)	47.98
15050 - Computer Based Training Specialist / Instructor	33.08
15060 - Educational Technologist	34.80
15070 - Flight Instructor (Pilot)	47.98
15080 - Graphic Artist	26.72
15085 - Maintenance Test Pilot, Fixed, Jet/Prop	44.75
15086 - Maintenance Test Pilot, Rotary Wing	44.75
15088 - Non-Maintenance Test/Co-Pilot	44.75
15090 - Technical Instructor	27.50
15095 - Technical Instructor/Course Developer	33.64
15110 - Test Proctor	22.20
15120 - Tutor	22.20
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations	
16010 - Assembler	10.12
16030 - Counter Attendant	10.12
16040 - Dry Cleaner	12.99
16070 - Finisher, Flatwork, Machine	10.12
16090 - Presser, Hand	10.12
16110 - Presser, Machine, Dry cleaning	10.12
16130 - Presser, Machine, Shirts	10.12
16160 - Presser, Machine, Wearing Apparel, Laundry	10.12
16190 - Sewing Machine Operator	13.73
16220 - Tailor	14.78
16250 - Washer, Machine	11.09
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	20.41
19040 - Tool And Die Maker	24.46
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	15.92
21030 - Material Coordinator	23.21
21040 - Material Expediter	23.21
21050 - Material Handling Laborer	12.50
21071 - Order Filler	12.32
21080 - Production Line Worker (Food Processing)	15.92
21110 - Shipping Packer	15.35
21130 - Shipping/Receiving Clerk	15.35
21140 - Store Worker I	12.50
21150 - Stock Clerk	17.69
21210 - Tools And Parts Attendant	15.92
21410 - Warehouse Specialist	15.92

23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	34.35
23019 - Aircraft Logs and Records Technician	27.09
23021 - Aircraft Mechanic I	32.91
23022 - Aircraft Mechanic II	34.35
23023 - Aircraft Mechanic III	35.83
23040 - Aircraft Mechanic Helper	23.00
23050 - Aircraft, Painter	31.11
23060 - Aircraft Servicer	27.09
23070 - Aircraft Survival Flight Equipment Technician	31.11
23080 - Aircraft Worker	29.10
23091 - Aircrew Life Support Equipment (ALSE) Mechanic I	29.10
23092 - Aircrew Life Support Equipment (ALSE) Mechanic II	32.91
23110 - Appliance Mechanic	20.70
23120 - Bicycle Repairer	17.93
23125 - Cable Splicer	29.54
23130 - Carpenter, Maintenance	19.71
23140 - Carpet Layer	20.97
23160 - Electrician, Maintenance	26.51
23181 - Electronics Technician Maintenance I	25.40
23182 - Electronics Technician Maintenance II	27.16
23183 - Electronics Technician Maintenance III	28.72
23260 - Fabric Worker	19.52
23290 - Fire Alarm System Mechanic	23.32
23310 - Fire Extinguisher Repairer	18.06
23311 - Fuel Distribution System Mechanic	20.96
23312 - Fuel Distribution System Operator	16.99
23370 - General Maintenance Worker	18.08
23380 - Ground Support Equipment Mechanic	32.91
23381 - Ground Support Equipment Servicer	27.09
23382 - Ground Support Equipment Worker	29.10
23391 - Gunsmith I	18.06
23392 - Gunsmith II	20.97
23393 - Gunsmith III	23.71
23410 - Heating, Ventilation And Air-Conditioning Mechanic	22.62
23411 - Heating, Ventilation And Air Conditioning Mechanic (Research Facility)	23.62
23430 - Heavy Equipment Mechanic	23.95
23440 - Heavy Equipment Operator	19.26
23460 - Instrument Mechanic	25.87
23465 - Laboratory/Shelter Mechanic	22.42
23470 - Laborer	12.50
23510 - Locksmith	22.40
23530 - Machinery Maintenance Mechanic	28.06
23550 - Machinist, Maintenance	21.99
23580 - Maintenance Trades Helper	14.94
23591 - Metrology Technician I	25.87

23592 - Metrology Technician II	27.01
23593 - Metrology Technician III	28.17
23640 - Millwright	25.67
23710 - Office Appliance Repairer	18.99
23760 - Painter, Maintenance	18.99
23790 - Pipefitter, Maintenance	27.23
23810 - Plumber, Maintenance	25.74
23820 - Pneudraulic Systems Mechanic	23.71
23850 - Rigger	22.83
23870 - Scale Mechanic	20.97
23890 - Sheet-Metal Worker, Maintenance	20.32
23910 - Small Engine Mechanic	18.08
23931 - Telecommunications Mechanic I	23.89
23932 - Telecommunications Mechanic II	24.95
23950 - Telephone Lineman	28.07
23960 - Welder, Combination, Maintenance	23.06
23965 - Well Driller	23.54
23970 - Woodcraft Worker	23.71
23980 - Woodworker	18.06
24000 - Personal Needs Occupations	
24550 - Case Manager	16.68
24570 - Child Care Attendant	10.65
24580 - Child Care Center Clerk	13.48
24610 - Chore Aide	9.21
24620 - Family Readiness And Support Services Coordinator	16.68
24630 - Homemaker	16.84
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	22.20
25040 - Sewage Plant Operator	19.96
25070 - Stationary Engineer	22.20
25190 - Ventilation Equipment Tender	14.81
25210 - Water Treatment Plant Operator	19.96
27000 - Protective Service Occupations	
27004 - Alarm Monitor	19.12
27007 - Baggage Inspector	11.89
27008 - Corrections Officer	21.05
27010 - Court Security Officer	23.02
27030 - Detection Dog Handler	17.90
27040 - Detention Officer	21.05
27070 - Firefighter	24.98
27101 - Guard I	11.89
27102 - Guard II	17.90
27131 - Police Officer I	28.75
27132 - Police Officer II	31.94
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	12.35

28042 - Carnival Equipment Repairer		13.46
28043 - Carnival Worker		9.04
28210 - Gate Attendant/Gate Tender		13.90
28310 - Lifeguard		12.38
28350 - Park Attendant (Aide)		15.55
28510 - Recreation Aide/Health Facility Attendant		11.35
28515 - Recreation Specialist		19.12
28630 - Sports Official		12.38
28690 - Swimming Pool Operator		17.44
29000 - Stevedoring/Longshoremen Occupational Services		
29010 - Blocker And Bracer		27.93
29020 - Hatch Tender		27.93
29030 - Line Handler		27.93
29041 - Stevedore I		26.00
29042 - Stevedore II		29.86
30000 - Technical Occupations		
30010 - Air Traffic Control Specialist, Center (HFO)	(see 2)	41.14
30011 - Air Traffic Control Specialist, Station (HFO)	(see 2)	28.37
30012 - Air Traffic Control Specialist, Terminal (HFO)	(see 2)	31.25
30021 - Archeological Technician I		21.56
30022 - Archeological Technician II		25.47
30023 - Archeological Technician III		30.62
30030 - Cartographic Technician		30.62
30040 - Civil Engineering Technician		30.03
30051 - Cryogenic Technician I		26.94
30052 - Cryogenic Technician II		29.76
30061 - Drafter/CAD Operator I		21.56
30062 - Drafter/CAD Operator II		24.71
30063 - Drafter/CAD Operator III		27.56
30064 - Drafter/CAD Operator IV		33.10
30081 - Engineering Technician I		20.02
30082 - Engineering Technician II		22.48
30083 - Engineering Technician III		25.15
30084 - Engineering Technician IV		31.09
30085 - Engineering Technician V		38.65
30086 - Engineering Technician VI		46.10
30090 - Environmental Technician		29.96
30095 - Evidence Control Specialist		24.33
30210 - Laboratory Technician		30.91
30221 - Latent Fingerprint Technician I		27.52
30222 - Latent Fingerprint Technician II		30.39
30240 - Mathematical Technician		33.68
30361 - Paralegal/Legal Assistant I		22.52
30362 - Paralegal/Legal Assistant II		27.90
30363 - Paralegal/Legal Assistant III		34.12
30364 - Paralegal/Legal Assistant IV		41.27

30375 - Petroleum Supply Specialist		29.76
30390 - Photo-Optics Technician		30.62
30395 - Radiation Control Technician		29.76
30461 - Technical Writer I		23.88
30462 - Technical Writer II		29.20
30463 - Technical Writer III		35.33
30491 - Unexploded Ordnance (UXO) Technician I		26.15
30492 - Unexploded Ordnance (UXO) Technician II		31.64
30493 - Unexploded Ordnance (UXO) Technician III		37.92
30494 - Unexploded (UXO) Safety Escort		26.15
30495 - Unexploded (UXO) Sweep Personnel		26.15
30501 - Weather Forecaster I		29.63
30502 - Weather Forecaster II		36.05
30620 - Weather Observer, Combined Upper Air Or Surface Programs	(see 2)	27.56
30621 - Weather Observer, Senior	(see 2)	30.48
31000 - Transportation/Mobile Equipment Operation Occupations		
31010 - Airplane Pilot		31.64
31020 - Bus Aide		14.48
31030 - Bus Driver		20.82
31043 - Driver Courier		14.03
31260 - Parking and Lot Attendant		9.79
31290 - Shuttle Bus Driver		15.28
31310 - Taxi Driver		13.64
31361 - Truckdriver, Light		15.28
31362 - Truckdriver, Medium		18.98
31363 - Truckdriver, Heavy		20.32
31364 - Truckdriver, Tractor-Trailer		20.32
99000 - Miscellaneous Occupations		
99020 - Cabin Safety Specialist		15.43
99030 - Cashier		10.01
99050 - Desk Clerk		11.72
99095 - Embalmer		34.72
99130 - Flight Follower		26.15
99251 - Laboratory Animal Caretaker I		11.59
99252 - Laboratory Animal Caretaker II		12.63
99260 - Marketing Analyst		35.05
99310 - Mortician		34.88
99410 - Pest Controller		17.63
99510 - Photofinishing Worker		16.80
99710 - Recycling Laborer		18.00
99711 - Recycling Specialist		21.97
99730 - Refuse Collector		16.08
99810 - Sales Clerk		12.66
99820 - School Crossing Guard		14.04
99830 - Survey Party Chief		25.50
99831 - Surveying Aide		17.45

99832 - Surveying Technician	22.05
99840 - Vending Machine Attendant	12.77
99841 - Vending Machine Repairer	16.15
99842 - Vending Machine Repairer Helper	12.77

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.

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS: HEALTH & WELFARE: \$4.48 per hour or \$179.20 per week or \$776.53 per month HEALTH & WELFARE EO 13706: \$4.18 per hour, or \$167.20 per week, or \$724.53 per month**This rate is to be used only when compensating employees for performance on an SCA-covered contract also covered by EO 13706, Establishing Paid Sick Leave for Federal Contractors. A contractor may not receive credit toward its SCA obligations for any paid sick leave provided pursuant to EO 13706.

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 a individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate, then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

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

- (1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional specifications;
- (2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;
- (3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or
- (4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

**** HAZARDOUS PAY DIFFERENTIAL ****

An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dyeing, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving 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 confirmed.

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)).

(End of Wage and Determination)

D.3 RELEVANT EXPERIENCE FORM

Please list your contracts as the prime in the chronological order beginning with the most recent one. Contracts listed shall provide timeline for relevant experience within the last five (5) years. You can list ongoing contracts first, then move on to past relevant experience. As the prime contractor.

Contract		
1. Customer Name	2. Customer's Address	
3. Name and Title of Contact Point	4. Contact Point's Email Address	
5. Contact Point's Phone Number	6. Estimated Contract Value	
7. Contract Term (Month and Years) From ___/___/___ through ___/___/___	8. Contract Effective Date ___/___/___	9. Contract Status ___Ongoing___ Completed

*for template see attachment with FBO solicitation

(End of Relevant Experience)
(End of Section D)

D.4 PAST PERFORMANCE QUESTIONNAIRE

REFERENCE INSTRUCTIONS: The Michael E. Debakey VA Medical Center is considering the Offeror listed below for award of a VA contract. Your comments would be appreciated regarding this firm’s past performance. The intent of this form is to evaluate the offeror’s services. Your comments are considered Source Selection Sensitive; therefore, you are advised that the Federal Acquisition Regulation prohibits the release of the names of individuals providing reference information about Offeror’s past performance. This survey should be completed by an evaluator with sufficient familiarity of the offeror’s performance and returned to the contracting office by the evaluator no later than by the closing date of the solicitation by e-mail to shasta.britt@va.gov.

Include the solicitation number on the subject line of all e-mails.

Offeror’s Name: _____ Offeror’s e-mail: _____

Request for Quote: _____

Name of Person Completing the Evaluation: _____

Telephone: _____ E-mail: _____

Title: _____

Company/Organization: _____

Please rate the offeror in each of the following areas. Note: there is room for comments where you deem remarks would be helpful to our evaluation.

- Not Applicable: N/A
- 1: Performance clearly below the contract performance standard or requirement
- 2: Performance occasionally does not meet minimum contract performance standard or requirement
- 3: Performance that meets the minimum contract performance standard or requirement
- 4: Performance that meets and occasionally exceeds the contract performance standard or requirement
- 5: Performance that almost always exceeds the contract performance standard or requirement

1. Overall quality/satisfaction	N/A <input type="checkbox"/>	1 <input type="checkbox"/>	2 <input type="checkbox"/>	3 <input type="checkbox"/>	4 <input type="checkbox"/>	5 <input type="checkbox"/>
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Overall satisfaction with the Offeror’s performance. Would you (the reference) choose to work with this offeror again?

2. Delivery performance	N/A <input type="checkbox"/>	1 <input type="checkbox"/>	2 <input type="checkbox"/>	3 <input type="checkbox"/>	4 <input type="checkbox"/>	5 <input type="checkbox"/>
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Delivery performance includes delivery consistency, on time performance, and flexibility in responding to emerging issues and implementing required solutions.

3. Satisfaction with the quality of service delivered	N/A <input type="checkbox"/>	1 <input type="checkbox"/>	2 <input type="checkbox"/>	3 <input type="checkbox"/>	4 <input type="checkbox"/>	5 <input type="checkbox"/>
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Rate the effectiveness and applicability of the plans and strategies delivered and the actual implementation of those.

4. Satisfaction with problem resolution	N/A <input type="checkbox"/>	1 <input type="checkbox"/>	2 <input type="checkbox"/>	3 <input type="checkbox"/>	4 <input type="checkbox"/>	5 <input type="checkbox"/>
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This includes the offeror’s ability to solve problems, the speed in which they handle problems, and their effective delivery of resolutions.

5. Satisfaction with the quality of contractor personnel	N/A <input type="checkbox"/>	1 <input type="checkbox"/>	2 <input type="checkbox"/>	3 <input type="checkbox"/>	4 <input type="checkbox"/>	5 <input type="checkbox"/>
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Rate the quality of the contractor’s staff in executing the project work scope.

6. Have you issued a cure notice, show cause notice, suspension of progress payments or other letters directing the correction of a performance problem in the past 3 years?

Yes No If Yes, please explain.

7. Have you terminated this contractor for default within the past 3 years, or are there any pending termination actions?

Yes No If Yes, please explain.

8. Based on the offeror’s overall performance, would you award them another contract?

Yes No If No, please explain.

9. Have you discussed any adverse past performance problems with the Offeror and given them an opportunity to comment?

Yes No Please explain.

10. Do you file past performance information in a database that the Contracting Officer may search?

Yes No Please explain.

11. If the contract had options, were those options exercised?

Yes No Please explain.

12. List the dates of the contract period of performance (when were services provided)?

Dates: _____

13. What was the dollar value of the contract performed by the offeror?

Dollar Value: _____

14. Provide a brief description of the services provided by the offeror for this contract.

Please attach any past performance database reports or other material you deem appropriate to a full understanding of the Offeror’s past performance by the evaluator.

*for template see attachment with FBO solicitation

(End of Past Performance)

D.5 CONTRACTOR TEAM ARRANGEMENTS (CTAS)

Potential Offerors may form Contractor Team Arrangements (CTAs) as defined under FAR 9.601, but they are not required to do so. If the potential Offeror that forms a CTA wants all members of the CTA to be considered for evaluation, the CTA must be submitted with bid and must clearly be defined under FAR 9.601(1) or be a Mentor-Protégé Arrangement that has been approved by the Small Business Administration and include with its proposal the information required under subpart (a) of this section, “Instructions regarding FAR 9.601(1) CTAs.”

An offeror may also enter into Prime/Subcontractor arrangements as defined under FAR 9.601(2); however, in this type of arrangement, only the prime will be considered in the evaluation for award. Offerors forming under FAR 9.601(2) are not required to submit any additional documentation regarding the proposed Prime/Subcontractor contractual relationship or the identification and/or qualifications of the proposed Subcontractors.

However, the Government will not consider the members of a “Contract Team Arrangement” defined under FAR 9.601(2)₁ for evaluation purposes. Evaluating an Offeror’s proposal will be assessed against the identified prime contractor as identified in FAR 9.601(1)

Instructions regarding FAR 9.601(1) CTAs: The Government will evaluate a FAR 9.601(1) CTA provided that the offeror submits a full and complete copy of the document establishing the CTA relationship and containing at least the minimum information required by the solicitation closing date. Although there is no specific form or format that the CTA documents must adhere to, an offeror proposing as a CTA for purposes of evaluation under the requirement is required to address the following in the CTA document:

NOTE: 9.604 Limitations. Nothing in this subpart authorizes contractor team arrangements in violation of antitrust statutes or limits the Government’s rights to-

- Require consent to subcontracts (see subpart 44.2);
- Determine, on the basis of the stated contractor team arrangement, the responsibility of the prime contractor (see subpart 9.1);
- Provide to the prime contractor data rights owned or controlled by the Government;
- Pursue its policies on competitive contracting, subcontracting, and component breakout after initial production or at any other time; and
- Hold the prime contractor fully responsible for contract performance, regardless of any team arrangement between the prime contractor and its subcontractors.

a) Purpose of the CTA: The CTA documents should clearly set forth the purpose of the CTA. **CTA must identify the CTA in strict accordance with 9.601 Definition (1) OR (2) AND be subject to rules applicable to said choice.**

b) Identify the Parties: The CTA documents should identify the entities which make up the CTA relationship, including the primary point of contact for each of the members of the team and the managing partner, and a statement addressing the obligation of all parties to the CTA to ensure performance of the contract and resulting task orders despite the withdrawal of any member.

The CTA documents should also identify where accounting and other administrative records will be retained during contract performance and upon completion of the contract and any potential task orders.

c) Designation of a “Team Lead”: The CTA documents shall identify the “team lead,” and clearly explain the specific duties/responsibilities of the “team lead” to the other members of the team and to the Government (*Note: The Government requests that the team lead be the primary point of contact with the Government while the proposal is under consideration by the Government. This means that the Government will require permission from each non- “lead” member of the team for the Government to discuss confidential/privileged information about the non- “lead” members of the CTA with the designated team lead*).

This “release” shall include consent of the proposed CTA members to disclose their past performance information to the CTA lead.

d) Specific Duties/Responsibilities: The CTA documents shall clearly describe the specific duties/responsibilities of each member of the team as they relate to each other and explain the specific duties/responsibilities that each team member will have for purposes of contract performance. (e.g., one team member will be primarily responsible for performing specific task areas listed in Section (*), while other team members will be primarily responsible for performing other specific task/sub-task areas listed in Section (*), etc. and any guaranteed percentages of potential work allocated to the team members.

e) Pricing and Cost: The CTA document should explain how the team members have divided responsibilities for purposes of proposing price/costs. *For example, if one member of the team is responsible for proposed price/costs for a particular labor category, while another entity in the CTA is proposing price/costs for a different labor category, the CTA documents should identify which of the respective team members is responsible for proposing which specific price/cost information.*

f) Invoicing and Payment: The CTA document shall explain how the team members have addressed issues relating to invoicing and distribution of payments. *For example, the CTA document shall identify which member of the team is responsible for invoicing the Government and distributing payment.* Under such circumstances, the CTA document shall clearly indicate that all team members agree to this method of payment. The CTA document should also acknowledge that any dispute involving the distribution of payment will be resolved by the team members themselves, without any involvement by the Government.

g) Replacement of Team Members: The CTA document should address the circumstances and procedures for replacement of team members, including the team lead.

h) Duration of the CTA: The CTA document should address the duration of the CTA, including when it becomes effective, when it expires, and the basis for termination.

i) Representations and Certifications: All members of the CTA shall submit separate representations and certifications as required.

j) Additional Requirements Pertinent to the Total Small Business Set-Aside: Because this solicitation is a SDVOSB set-aside, all members of the CTA must be considered small businesses under the NAICS code used in this solicitation and must individually qualify to the size standard of the NAICS code (see FAR 19.101(7)(i)(B)). The CTA demonstrate that the prime contractor/team lead must be a SDVOSB.

k) Requirements for SDVOSB, VOSB CTAs: For an Offeror that submits a proposal as a CTA to be considered a SDVOSB, or VOSB9 (as applicable) for purposes of award, the prime contractor/team lead must be a SVOSB, or VOSB respectively, and the CTA must state in detail how the SDVOSB will guarantee that a minimum of 51% of the work under the contract

will be performed under the size standard or socio-economic classification being claimed. IAW, SBA requirements (see 13 C.F.R. § 124.513), FAR 52.219-14 Limitation on Subcontracting & 52.219-3 VAAR Clause VAAR 852.219-10 VA Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (Dec 2009);

- Percentages
- Prime (SDVOSB) 51%(Minimum)
- Sub-Contractor (Large Business) 49% (Maximum)

If a proposal is submitted where the TA percentages are not within the percentage range listed above, the proposal will not be accepted. **NO ACCEPTIONS.**

l) Additional Requirements for Joint-Ventures: Joint-venture offers must be made in the name of the joint-venture entity. The joint-venture contract must identify the managing Venture, the joint-venture members and who will have signature authority on behalf of the joint-venture. The party signing the offer for the joint-venture shall be listed as having such authority. See <https://www.sba.gov/federal-contracting/contracting-assistance-programs/all-small-mentorprotege-program> for JV requirements.

m) Replacement of Team Members under a FAR 9.601(1) Contractor Team Arrangement (CTA) Contractors that are awarded a contract based on a FAR 9.601(1) are required to obtain PCO approval prior to replacing or deleting team members.

The Contractor request for replacement of team members shall be submitted on official company letterhead to the CONTRACTING OFFICER @ *****

The request shall include:

- The Contractor ***** name and contract number.
- The existing team member name, DUNS, and its qualified Task Areas under the CTA.
- The proposing replacement team member including name and DUNS.
- A copy of the new CTA agreement.
- A capability statement for the proposing member demonstrating qualifications that meet or exceed the existing member qualifications under the CTA.
- The Representations, Certifications, and Other Statements of Offers for the proposed new CTA member
- The FAR 52.219-1 Small Business Program Representations certification for each proposed new CTA member.
- A copy of the proposed new CTA member's most recent annual report, or if organized as a nonpublic corporation, the organization's most recent asset and liability report.

All proposed new CTA members are subject to a responsibility evaluation in accordance with FAR Subpart 9.1. The contract holder shall indicate if its proposed new CTA member has the necessary financial capacity, working capital, and other resources to perform the contract without assistance from any outside source. If not, indicate the amount required and the anticipated source.

If the PCO determines that a FAR 9.601(1) CTA is proposing unacceptable replacements of existing team members that could adversely affect the ability of the CTA to continue to perform under the contract, the CTA may be subject to termination under the provisions of FAR 52.249-6 or FAR 52.249-8, as applicable.

(End of CTA)

SECTION E - SOLICITATION PROVISIONS

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

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

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

E.1 VAAR 852.252-70 SOLICITATION PROVISIONS OR CLAUSES INCORPORATED BY REFERENCE (JAN 2008)

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

<u>FAR Number</u>	<u>Title</u>	<u>Date</u>
52.204-7	SYSTEM FOR AWARD MANAGEMENT	OCT 2018
52.204-16	COMMERCIAL AND GOVERNMENT ENTITY CODE REPORTING	JUL 2016
52.212-1	INSTRUCTIONS TO OFFERORS—COMMERCIAL ITEMS	OCT 2018
52.217-3	EVALUATION EXCLUSIVE OF OPTIONS	APR 1984
52.217-4	EVALUATION OF OPTIONS EXERCISED AT TIME OF CONTRACT AWARD	JUN 1988

(End of Provision)

(End of Addendum to 52.212-1)

E.2 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 One: Price
- Factor Two: Submission of Original Equipment Manufacture (OEM) certification or proof of capability to meet Statement of Work (SOW) requirements for Spacelabs Software Support.
- Factor Three: Past Performance
- Factor Four: Relevant Experience Form

Award shall be based upon the best overall to the Government using the above price and non-price factors using; lowest price technically accepted (LPTA).

(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.3 52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS—COMMERCIAL ITEMS (OCT 2018)

The Offeror shall complete only paragraph (b) of this provision if the Offeror has completed the annual representations and certification electronically in the System for Award Management (SAM) accessed through <https://www.sam.gov>. If the Offeror has not completed the annual representations and certifications electronically, the Offeror shall complete only paragraphs (c) through (u) 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 mean 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 in SAM.

(2) The offeror has completed the annual representations and certifications electronically in SAM accessed through <http://www.sam.gov>. After reviewing SAM 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), at the time this offer is submitted and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs .

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(i) It [] is, [] is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR Part 126; and

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

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

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

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

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

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

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

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

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

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

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

(2) Foreign End Products:

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

[List as necessary]

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

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

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

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

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

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

[List as necessary]

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled "Buy American—Free Trade Agreements—Israeli Trade Act." The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of "domestic end product."

Other Foreign End Products:

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

[List as necessary]

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

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

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

Canadian End Products:

Line Item No.

[List as necessary]

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

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

Canadian or Israeli End Products:

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

[List as necessary]

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

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

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

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

[List as necessary]

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

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

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

Other End Products:

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

[List as necessary]

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated country end products without regard to the restrictions of the Buy American statute. The Government will consider for award only offers of U.S.-made or designated country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

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

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

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

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

(4) [] Have, [] have not, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,500 for which the liability remains unsatisfied.

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

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

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

(ii) *Examples.*

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

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

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

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

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

(1) *Listed end products.*

Listed End Product	Listed Countries of Origin
_____	_____
_____	_____
_____	_____

(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.) [*The contracting officer is to check a box to indicate if paragraph (k)(1) or (k)(2) applies.*]

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

TIN: _____.

TIN has been applied for.

TIN is not required because:

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

Offeror is an agency or instrumentality of a foreign government;

Offeror is an agency or instrumentality of the Federal Government.

(4) *Type of organization.*

Sole proprietorship;

Partnership;

Corporate entity (not tax-exempt);

Corporate entity (tax-exempt);

Government entity (Federal, State, or local);

Foreign government;

International organization per 26 CFR 1.6049-4;

Other _____.

(5) *Common parent.*

Offeror is not owned or controlled by a common parent;

Name and TIN of common parent:

Name _____.

TIN _____.

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

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

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

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

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

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

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

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

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

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

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

(iii) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds \$3,500 with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked pursuant to the International Emergency Economic Powers Act

(50 U.S.C. 1701 *et seq.*) (see OFAC’s Specially Designated Nationals and Blocked Persons List at <https://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx>).

(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 unique entity identifier 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).

(s) [Reserved]

(t) *Public Disclosure of Greenhouse Gas Emissions and Reduction Goals.* Applies in all solicitations that require offerors to register in SAM (12.301(d)(1)).

(1) This representation shall be completed if the Offeror received \$7.5 million or more in contract awards in the prior Federal fiscal year. The representation is optional if the Offeror received less than \$7.5 million in Federal contract awards in the prior Federal fiscal year.

(2) Representation. [Offeror to check applicable block(s) in paragraph (t)(2)(i) and (ii)]. (i) The Offeror (itself or through its immediate owner or highest-level owner) [] does, [] does not publicly disclose greenhouse gas emissions, i.e., makes available on a publicly accessible Web site the results of a greenhouse gas inventory, performed in accordance with an accounting standard with publicly available and consistently applied criteria, such as the Greenhouse Gas Protocol Corporate Standard.

(ii) The Offeror (itself or through its immediate owner or highest-level owner) [] does, [] does not publicly disclose a quantitative greenhouse gas emissions reduction goal, i.e., make available on a publicly accessible Web site a target to reduce absolute emissions or emissions intensity by a specific quantity or percentage.

(iii) A publicly accessible Web site includes the Offeror's own Web site or a recognized, third-party greenhouse gas emissions reporting program.

(3) If the Offeror checked "does" in paragraphs (t)(2)(i) or (t)(2)(ii) of this provision, respectively, the Offeror shall provide the publicly accessible Web site(s) where greenhouse gas emissions and/or reduction goals are reported: ____.

(u)(1) In accordance with section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions), Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with an entity that requires employees or subcontractors of such entity seeking to report waste, fraud, 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.

(2) The prohibition in paragraph (u)(1) of this provision does not contravene requirements applicable to Standard Form 312 (Classified Information Nondisclosure Agreement), Form 4414 (Sensitive Compartmented Information Nondisclosure Agreement), or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

(3) Representation. By submission of its offer, the Offeror represents that it will not require its employees or subcontractors to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting waste, fraud, or abuse related to the performance of a Government contract to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information (e.g., agency Office of the Inspector General).

(End of Provision)