



U.S. Department
of Transportation

**Federal Highway
Administration**

Western Federal Lands Highway Division

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REQUEST FOR QUOTATION (RFQ)

Solicitation DTFH7017Q00005

Western Federal Lands Highway Division (WFLHD), a division of the Federal Highway Administration, is issuing this Sole Source Request for Quotation (RFQ) to Qwest Government Services, Inc. (d/b/a/ CenturyLink QGS) for 2 x DS-1 installation, porting and internet access service (see Attachment 4.1 for justification). This RFQ is prepared in accordance with FAR Subpart 8.4 and WFLHD anticipates awarding a **Firm-Fixed Price Task Order** using contractor's discounted GSA Schedule rates.

The Government anticipates that this effort will be performed under the GSA Federal Supply Schedule (FSS) General Purpose Commercial Information Technology Equipment, Software, and Services (IT #70); Electronic Commerce and Subscription Services – SUBJECT TO COOPERATIVE PURCHASING (SIN #132-52).

If you are interested in this acquisition, you may participate by submitting your response in accordance with the instructions in this solicitation.

All terms and conditions of your GSA contract shall apply to the resulting task order. In responding to this RFQ, it is the contractor's responsibility to provide current, relevant, complete, and accurate information in their quotation. Any item quoted that is not listed in the GSA contract shall be specifically identified within the quote.

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Internet Port Services

SECTION 1 – INTRODUCTION

1.1 Instructions

Questions regarding this requirement shall be submitted no later than Monday, 1/04/2017, at 4:00 pm Pacific Time to Doug Taylor at WFL.Purchasing@dot.gov.

Response to this RFQ shall be submitted no later than Wednesday, 1/06/2017, at 2:00 pm Pacific Time. All submissions shall in PDF and shall be submitted the GSA eBuy application. Quotes received in any other method or format shall not be accepted or reviewed. Quotes received after the above noted time will not be reviewed or accepted.

The Government reserves the right to request such additional information as may be necessary to determine the offeror's qualifications for award or to clarify any aspects of the technical and/or cost/price submissions. Such information shall be furnished promptly upon the Government's request.

Offerors shall not be reimbursed the costs of developing a quote for this RFQ.

The quote MUST include the following information:

- GSA Contract Number
- GSA Contract Expiration Date
- Unique Entity Identifier
- Electronic Funds Transfer Indicator (if applicable)
- Complete Business Mailing Address
- Contact Name
- Contact Phone
- Contact email address
- Quote Number
- Date of Quote and expiration of quote

1.2 Quote

The Contractor shall address an understanding of logistics, schedule, and any other miscellaneous issues of which the Government should be aware.

The Contractor shall indicate if any *technical* assumptions have been made, conditions have been stipulated or exceptions have been taken with the Government Description of Requirement as written. If technical assumptions are not noted, it will be assumed that the vendor's quote reflects no technical assumptions for award and agrees to comply with all of the terms and conditions set forth herein.

The Contractor shall complete and submit one (1) quote package in a single volume containing

pricing of services contained in contractor's current schedule. Additionally, contractor shall complete the CLIN Structure in Attachment 4.2, with contractor's discounted price to reflect the quoted firm fixed rate.

The schedule contractor agrees to hold the price in its quotation firm for sixty (60) calendar days from the date specified for receipt of quotes or as requested in any subsequent amendment.

The Government requests a discount from the vendors' GSA FSS rates for this requirement; the price quote shall include the discount broken down by Line Item to equate to the Firm-Fixed-Price for each Line Item.

SECTION 2 – DESCRIPTION OF REQUIREMENT

2.1 Background

Western Federal Lands Highway Division (WFLHD), a division of the US Department of Transportation – Federal Highway Administration, designs and administers, primarily, road construction projects on Federal Lands in the states of Alaska, Washington, Oregon, Idaho, Montana, and Wyoming. The type of construction is generally 2-lane roads or highways either accessing Federal lands or within Federal lands.

2.2 Objective

To support the duty requirements of its personnel, WFLHD is seeking to establish a contract to provide CenturyLink 2 x DS-1 installation, porting and internet access services. The period of performance of this requirement will be a base period of twelve (12) months and will include three (3) optional periods of performance of twelve (12) months each.

2.3 Service

WFLHD intends to procure CenturyLink iQ Networking Data Bundle 2 x DS1 Internet Port Services to include:

- Installation at two (2) locations with
 - One (1) pre-configured router to include integrated Dual T1 NIM and two (2) integral 10/100 BaseT Ethernet ports
 - 12x5 equipment maintenance package with 4 hour response time for technical support, and access to software upgrades and patches
 - CenturyLink iQ Networking Internet Port
 - Local access connection
 - Configuration change management

2.3.1 Period of Performance

The period of performance for this effort shall be a base year plus three (3) option years. The anticipated Period of Performance is as follows:

- Base Period: 4/01/2017 – 3/31/2018
- Option 1: 4/01/2018 – 3/31/2019
- Option 2: 4/01/2019 – 3/31/2020
- Option 3: 4/01/2020 – 3/31/2021

2.3.2 Service Locations

Service shall be provided at the following locations:

- 1 Grand Loop Road
BLDG 708, Lake Maintenance Station
Yellowstone Park, WY 82190
- BLDG 786, Lake Maintenance Station
Yellowstone, WY 82190

2.4 **Equipment**

Contractor provided equipment which malfunctions or that the Contractor determines to be no longer supportable (due to obsolescence or warranty considerations) will be replaced with a newer generation, similar type of supported equipment at no additional cost.

2.5 **Taxes & Fees**

Contractor shall provide in their quote an estimate of all applicable taxes and fees. If current estimates cannot be provided, contractor shall provide previous year or trending information so that the Government can accurately account for this additional cost.

2.6 **Delivery**

New and/or replacement equipment shall be shipped to the following location:

Federal Highway Administration
Western Federal Lands Highway Division
1 Grand Loop Road
P. O. Box 3308
BLDG 708, Lake Maintenance Station
Yellowstone Park, WY 82190

2.7 **Notice Regarding Late Delivery/Delayed Performance**

The contractor will immediately notify the Contracting Officer in writing in the event the contractor encounters difficulty in performance by giving pertinent details, including the date by which it expects to complete performance or make delivery. However, the notification will be informal only in character and will not be construed as a waiver by the Government of any contractual delivery schedule or date, or any rights or remedies provided by law or under this effort.

2.8 **Authority to Obligate the Government**

The Contracting Officer is the only individual who can legally commit or obligate the Government to the expenditure of public funds. No cost chargeable to the proposed task order can be incurred before receipt of a fully executed task order or specific authorization from the

Contracting Officer.

2.9 Payment for Unauthorized Work

No payments will be made for any unauthorized supplies and/or services or for any unauthorized changes to the work specified herein. This includes any services performed by the Contractor of their own volition or at the request of an individual other than a duly appointed Contracting Officer. Only a duly appointed Contracting Officer is authorized to change the specifications, terms, and conditions under this effort.

SECTION 3 – GENERAL TASK ORDER TERMS AND CONDITIONS

In addition to the Offeror's GSA Schedule terms and conditions, the following solicitation provisions and contract clauses from the Federal Acquisition Regulations (FAR) and Transportation Acquisition Regulation (TAR) are applicable to this requirement:

3.1 FAR Solicitation Provisions**52.252-1 -- Solicitation Provisions Incorporated by Reference (Feb 1998)**

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

52.204-7 -- System for Award Management (Oct 2016)**52.204-16 -- Commercial and Government Entity Code Reporting (Jul 2016)****52.212-1 -- Instructions to Offerors—Commercial Items (Oct 2016)****FULL TEXT PROVISIONS****52.203-98 -- Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements-Representation (Feb 2015)**

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

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

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

(End of provision)

52.209-11 -- Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law (Feb 2016)

(a) 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--

(1) 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

(2) 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.

(b) The Offeror represents that—

(1) 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

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

(End of provision)

52.212-3 -- Offeror Representations and Certifications -- Commercial Items (Oct 2016)

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

(a) Definitions. As used in this provision—

“Economically disadvantaged women-owned small business (EDWOSB) concern” means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States and who are economically disadvantaged in accordance with 13

CFR part 127. It automatically qualifies as a women-owned small business eligible under the WOSB Program.

“Forced or indentured child labor” means all work or service—

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

“Highest-level owner” means the entity that owns or controls an immediate owner of the offeror, or that owns or controls one or more entities that control an immediate owner of the offeror. No entity owns or exercises control of the highest level owner.

“Immediate owner” means an entity, other than the offeror, that has direct control of the offeror. Indicators of control include, but are not limited to, one or more of the following: ownership or interlocking management, identity of interests among family members, shared facilities and equipment, and the common use of employees.

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

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

- (1) PSC 5510, Lumber and Related Basic Wood Materials;
- (2) Product or Service Group (PSG) 87, Agricultural Supplies;
- (3) PSG 88, Live Animals;
- (4) PSG 89, Subsistence;
- (5) PSC 9410, Crude Grades of Plant Materials;
- (6) PSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) PSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- (8) PSC 9610, Ores;
- (9) PSC 9620, Minerals, Natural and Synthetic; and
- (10) PSC 9630, Additive Metal Materials.

“Place of manufacture” means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is

to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

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

“Restricted business operations” means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person (as that term is defined in Section 2 of the Sudan Accountability and Divestment Act of 2007) conducting the business can demonstrate—

(1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;

(2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;

(3) Consist of providing goods or services to marginalized populations of Sudan;

(4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;

(5) Consist of providing goods or services that are used only to promote health or education;
or

(6) Have been voluntarily suspended.

“Sensitive technology”—

(1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically—

(i) To restrict the free flow of unbiased information in Iran; or

(ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and

(2) Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit pursuant to section 203(b)(3) of the International Emergency Economic Powers Act ([50 U.S.C. 1702\(b\)\(3\)](#)).

“Service-disabled veteran-owned small business concern”—

(1) Means a small business concern—

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

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

(2) Service-disabled veteran means a veteran, as defined in [38 U.S.C. 101\(2\)](#), with a disability that is service-connected, as defined in [38 U.S.C. 101\(16\)](#).

“Small business concern” means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

“Small disadvantaged business concern”, consistent with 13 CFR 124.1002, means a small business concern under the size standard applicable to the acquisition, that—

(1) Is at least 51 percent unconditionally and directly owned (as defined at 13 CFR 124.105) by—

(i) One or more socially disadvantaged (as defined at 13 CFR 124.103) and economically disadvantaged (as defined at 13 CFR 124.104) individuals who are citizens of the United States; and

(ii) Each individual claiming economic disadvantage has a net worth not exceeding \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(2) The management and daily business operations of which are controlled (as defined at 13.CFR 124.106) by individuals, who meet the criteria in paragraphs (1)(i) and (ii) of this definition.

“Subsidiary” means an entity in which more than 50 percent of the entity is owned—

(1) Directly by a parent corporation; or

(2) Through another subsidiary of a parent corporation.

“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.

“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.

“Women-owned business concern” means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

“Women-owned small business concern” means a small business concern—

(1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

“Women-owned small business (WOSB) concern eligible under the WOSB Program” (in accordance with 13 CFR part 127), means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States.

(b)(1) Annual Representations and Certifications. Any changes provided by the offeror in paragraph (b)(2) of this provision do not automatically change the representations and certifications posted on the SAM website.

(2) The offeror has completed the annual representations and certifications electronically via the SAM website accessed through <http://www.acquisition.gov>. After reviewing the SAM database information, the offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR [52.212-3](#), Offeror Representations and Certifications—Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR [4.1201](#)), except for paragraphs

_____.

[Offeror to identify the applicable paragraphs at (c) through (r) of this provision that the offeror has completed for the purposes of this solicitation only, if any.]

These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted electronically on SAM.]

(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 changes in ownership and control, principal office, or HUBZone employee percentage have occurred since it was certified in accordance with 13 CFR Part 126; and

(ii) It is, is not a HUBZone 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 each HUBZone small business concern participating in the HUBZone joint venture. [The offeror shall enter the names of each of the HUBZone small business concerns participating in the HUBZone joint venture: _____.] Each HUBZone small business concern participating in the HUBZone 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

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

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

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 [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. §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. §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. §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). [The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at .]

(1) Listed end products.

Listed End Product Listed Countries of Origin

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 the SAM database to be eligible for award.)

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

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

(3) Taxpayer Identification Number (TIN).

TIN: _____.

TIN has been applied for.

TIN is not required because:

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

Offeror is an agency or instrumentality of a foreign government;

Offeror is an agency or instrumentality of the Federal Government.

(4) Type of organization.

Sole proprietorship;

Partnership;

Corporate entity (not tax-exempt);

Corporate entity (tax-exempt);

Government entity (Federal, State, or local);

Foreign government;

- International organization per 26 CFR 1.6049-4;
- Other _____.

(5) Common parent.

- Offeror is not owned or controlled by a common parent;
- Name and TIN of common parent:

Name _____.

TIN _____.

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

(n) Prohibition on Contracting with Inverted Domestic Corporations.

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

(2) Representation. The Offeror represents that—

- (i) It is, is not an inverted domestic corporation; and
- (ii) It is, is not a subsidiary of an inverted domestic corporation.

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

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

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

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

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

(iii) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds \$3,500 with Iran's Revolutionary Guard Corps

or any of its officials, agents, or affiliates, the property and interests in property of which are blocked pursuant to the International Emergency Economic Powers Act (50 U.S.C. 1701 et seq.) (see OFAC's Specially Designated Nationals and Blocked Persons List at <http://www.treasury.gov/ofac/downloads/t11sdn.pdf>).

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

(i) This solicitation includes a trade agreements certification (e.g., [52.212-3\(g\)](#)) or a comparable agency provision); and

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

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

(End of Provision)

FAR Contract Clauses**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 <https://www.acquisitions.gov/far>

52.204-18 -- Commercial and Government Entity Code Maintenance (Jul 2016)**52.204-19 -- Incorporation by Reference of Representations and Certifications (Dec 2014)****52.212-4 -- Contract Terms and Conditions -- Commercial Items (May 2015)****52.232-40 -- Providing Accelerated Payments to Small Business Subcontractors (Dec 2013)**

(End of clause)

FULL TEXT CLAUSES**52.203-99 -- Prohibition on Contracting With Entities That Require Certain Internal Confidentiality Agreements (Feb 2015)**

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

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

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

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

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

(End of clause)

52.212-5 -- Contract Terms and Conditions Required to Implement Statutes or Executive Orders -- Commercial Items (Nov 2016)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

- (1) [52.209-10](#), Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015)
- (2) [52.233-3](#), Protest After Award (AUG 1996) ([31 U.S.C. 3553](#)).
- (3) [52.233-4](#), Applicable Law for Breach of Contract Claim (OCT 2004)(Public Laws 108-77 and 108-78 ([19 U.S.C. 3805 note](#))).

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

[Contracting Officer check as appropriate.]

___ (1) [52.203-6](#), Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) ([41 U.S.C. 4704](#) and [10 U.S.C. 2402](#)).

___ (2) [52.203-13](#), Contractor Code of Business Ethics and Conduct (Oct 2015) ([41 U.S.C. 3509](#))).

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

(4) [52.204-10](#), Reporting Executive Compensation and First-Tier Subcontract Awards (Oct 2016) (Pub. L. 109-282) ([31 U.S.C. 6101 note](#)).

___ (5) [Reserved].

___ (6) [52.204-14](#), Service Contract Reporting Requirements (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).

___ (7) [52.204-15](#), Service Contract Reporting Requirements for Indefinite-Delivery Contracts (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).

(8) [52.209-6](#), Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Oct 2015) (31 U.S.C. 6101 note).

___ (9) [52.209-9](#), Updates of Publicly Available Information Regarding Responsibility Matters (Jul 2013) (41 U.S.C. 2313).

___ (10) [Reserved].

___ (11)(i) [52.219-3](#), Notice of HUBZone Set-Aside or Sole-Source Award (Nov 2011) ([15 U.S.C. 657a](#)).

- ___ (ii) Alternate I (Nov 2011) of [52.219-3](#).
- ___ (12)(i) [52.219-4](#), Notice of Price Evaluation Preference for HUBZone Small Business Concerns (OCT 2014) (if the offeror elects to waive the preference, it shall so indicate in its offer) ([15 U.S.C. 657a](#)).
- ___ (ii) Alternate I (JAN 2011) of [52.219-4](#).
- ___ (13) [Reserved]
- ___ (14)(i) [52.219-6](#), Notice of Total Small Business Set-Aside (Nov 2011) ([15 U.S.C. 644](#)).
- ___ (ii) Alternate I (Nov 2011).
- ___ (iii) Alternate II (Nov 2011).
- ___ (15)(i) [52.219-7](#), Notice of Partial Small Business Set-Aside (June 2003) ([15 U.S.C. 644](#)).
- ___ (ii) Alternate I (Oct 1995) of [52.219-7](#).
- ___ (iii) Alternate II (Mar 2004) of [52.219-7](#).
- ___ (16) [52.219-8](#), Utilization of Small Business Concerns (Nov 2016) ([15 U.S.C. 637\(d\)\(2\)](#) and (3)).
- ___ (17)(i) [52.219-9](#), Small Business Subcontracting Plan (Nov 2016) ([15 U.S.C. 637\(d\)\(4\)](#)).
- ___ (ii) Alternate I (Nov 2016) of [52.219-9](#).
- ___ (iii) Alternate II (Nov 2016) of [52.219-9](#).
- ___ (iv) Alternate III (Nov 2016) of [52.219-9](#).
- ___ (v) Alternate IV (Nov 2016) of [52.219-9](#).
- ___ (18) [52.219-13](#), Notice of Set-Aside of Orders (Nov 2011) ([15 U.S.C. 644\(r\)](#)).
- ___ (19) [52.219-14](#), Limitations on Subcontracting (Nov 2011) ([15 U.S.C. 637\(a\)\(14\)](#)).
- ___ (20) [52.219-16](#), Liquidated Damages—Subcontracting Plan (Jan 1999) ([15 U.S.C. 637\(d\)\(4\)\(F\)\(i\)](#)).
- ___ (21) [52.219-27](#), Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (Nov 2011) ([15 U.S.C. 657 f](#)).
- X** (22) [52.219-28](#), Post Award Small Business Program Rerepresentation (Jul 2013) ([15 U.S.C. 632\(a\)\(2\)](#)).

___ (23) [52.219-29](#), Notice of Set-Aside for, or Sole Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (Dec 2015) ([15 U.S.C. 637\(m\)](#)).

___ (24) [52.219-30](#), Notice of Set-Aside for, or Sole Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (Dec 2015) ([15 U.S.C. 637\(m\)](#)).

X (25) [52.222-3](#), Convict Labor (June 2003) (E.O. 11755).

___ (26) [52.222-19](#), Child Labor—Cooperation with Authorities and Remedies (Oct 2016) (E.O. 13126).

X (27) [52.222-21](#), Prohibition of Segregated Facilities (Apr 2015).

X (28) [52.222-26](#), Equal Opportunity (Sept 2016) (E.O. 11246).

___ (29) [52.222-35](#), Equal Opportunity for Veterans (Oct 2015)([38 U.S.C. 4212](#)).

X (30) [52.222-36](#), Equal Opportunity for Workers with Disabilities (Jul 2014) ([29 U.S.C. 793](#)).

___ (31) [52.222-37](#), Employment Reports on Veterans (FEB 2016) (38 U.S.C. 4212).

___ (32) [52.222-40](#), Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).

X (33)(i) [52.222-50](#), Combating Trafficking in Persons (Mar 2015) ([22 U.S.C. chapter 78](#) and E.O. 13627).

___ (ii) Alternate I (Mar 2015) of [52.222-50](#) ([22 U.S.C. chapter 78](#) and E.O. 13627).

___ (34) [52.222-54](#), Employment Eligibility Verification (OCT 2015). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in [22.1803](#).)

___ (35)(i) [52.223-9](#), Estimate of Percentage of Recovered Material Content for EPA–Designated Items (May 2008) ([42 U.S.C. 6962\(c\)\(3\)\(A\)\(ii\)](#)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

___ (ii) Alternate I (May 2008) of [52.223-9](#) ([42 U.S.C. 6962\(i\)\(2\)\(C\)](#)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

___ (36) [52.223-11](#), Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (JUN 2016) (E.O. 13693).

___ (37) [52.223-12](#), Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (JUN 2016) (E.O. 13693).

___ (38)(i) [52.223-13](#), Acquisition of EPEAT®-Registered Imaging Equipment (JUN 2014) (E.O.s 13423 and 13514).

___ (ii) Alternate I (Oct 2015) of [52.223-13](#).

___ (39)(i) [52.223-14](#), Acquisition of EPEAT®-Registered Televisions (JUN 2014) (E.O.s 13423 and 13514).

___ (ii) Alternate I (Jun 2014) of [52.223-14](#).

X (40) [52.223-15](#), Energy Efficiency in Energy-Consuming Products (DEC 2007) ([42 U.S.C. 8259b](#)).

___ (41)(i) [52.223-16](#), Acquisition of EPEAT®-Registered Personal Computer Products (OCT 2015) (E.O.s 13423 and 13514).

___ (ii) Alternate I (Jun 2014) of [52.223-16](#).

___ (42) [52.223-18](#), Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011) (E.O. 13513).

___ (43) [52.223-20](#), Aerosols (JUN 2016) (E.O. 13693).

___ (44) [52.223-21](#), Foams (JUN 2016) (E.O. 13693).

___ (45) [52.225-1](#), Buy American—Supplies (May 2014) ([41 U.S.C. chapter 83](#)).

___ (46)(i) [52.225-3](#), Buy American—Free Trade Agreements—Israeli Trade Act (May 2014) ([41 U.S.C. chapter 83](#), [19 U.S.C. 3301](#) note, [19 U.S.C. 2112](#) note, [19 U.S.C. 3805](#) note, [19 U.S.C. 4001](#) note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).

___ (ii) Alternate I (May 2014) of [52.225-3](#).

___ (iii) Alternate II (May 2014) of [52.225-3](#).

___ (iv) Alternate III (May 2014) of [52.225-3](#).

___ (47) [52.225-5](#), Trade Agreements (OCT 2016) ([19 U.S.C. 2501](#), et seq., [19 U.S.C. 3301](#) note).

X (48) [52.225-13](#), Restrictions on Certain Foreign Purchases (June 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

___ (49) [52.225-26](#), Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; [10 U.S.C. 2302 Note](#)).

___ (50) [52.226-4](#), Notice of Disaster or Emergency Area Set-Aside (Nov 2007) ([42 U.S.C. 5150](#)).

___ (51) [52.226-5](#), Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) ([42 U.S.C. 5150](#)).

___ (52) [52.232-29](#), Terms for Financing of Purchases of Commercial Items (Feb 2002) ([41 U.S.C. 4505](#), [10 U.S.C. 2307\(f\)](#)).

___ (53) [52.232-30](#), Installment Payments for Commercial Items (Oct 1995) ([41 U.S.C. 4505](#), [10 U.S.C. 2307\(f\)](#)).

(54) [52.232-33](#), Payment by Electronic Funds Transfer—System for Award Management (Jul 2013) ([31 U.S.C. 3332](#)).

___ (55) [52.232-34](#), Payment by Electronic Funds Transfer—Other than System for Award Management (Jul 2013) ([31 U.S.C. 3332](#)).

___ (56) [52.232-36](#), Payment by Third Party (May 2014) ([31 U.S.C. 3332](#)).

___ (57) [52.239-1](#), Privacy or Security Safeguards (Aug 1996) ([5 U.S.C. 552a](#)).

___ (58)(i) [52.247-64](#), Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) ([46 U.S.C. Appx. 1241\(b\)](#) and [10 U.S.C. 2631](#)).

___ (ii) Alternate I (Apr 2003) of [52.247-64](#).

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

[Contracting Officer check as appropriate.]

___ (1) [52.222-17](#), Nondisplacement of Qualified Workers (May 2014)(E.O. 13495).

(2) [52.222-41](#), Service Contract Labor Standards (May 2014) ([41 U.S.C. chapter 67](#)).

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

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

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

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

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

— (8) [52.222-55](#), Minimum Wages Under Executive Order 13658 (Dec 2015).

— (9) [52.226-6](#), Promoting Excess Food Donation to Nonprofit Organizations (May 2014) ([42 U.S.C. 1792](#)).

— (10) [52.237-11](#), Accepting and Dispensing of \$1 Coin (Sept 2008) ([31 U.S.C. 5112\(p\)\(1\)](#)).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at [52.215-2](#), Audit and Records—Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR [subpart 4.7](#), Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

(i) [52.203-13](#), Contractor Code of Business Ethics and Conduct (Oct 2015) ([41 U.S.C. 3509](#)).

(ii) [52.219-8](#), Utilization of Small Business Concerns (Nov 2016) ([15 U.S.C. 637\(d\)\(2\)](#) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$700,000 (\$1.5 million for construction

of any public facility), the subcontractor must include [52.219-8](#) in lower tier subcontracts that offer subcontracting opportunities.

(iii) [52.222-17](#), Nondisplacement of Qualified Workers (May 2014) (E.O. 13495). Flow down required in accordance with paragraph (l) of FAR clause [52.222-17](#).

(iv) [52.222-21](#), Prohibition of Segregated Facilities (Apr 2015)

(v) [52.222-26](#), Equal Opportunity (Sept 2016) (E.O. 11246).

(vi) [52.222-35](#), Equal Opportunity for Veterans (Oct 2015) ([38 U.S.C. 4212](#)).

(vii) [52.222-36](#), Equal Opportunity for Workers with Disabilities (Jul 2014) ([29 U.S.C. 793](#)).

(viii) [52.222-37](#), Employment Reports on Veterans (Feb 2016) ([38 U.S.C. 4212](#))

(ix) [52.222-40](#), Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause [52.222-40](#).

(x) [52.222-41](#), Service Contract Labor Standards (May 2014) ([41 U.S.C. chapter 67](#)).

(xi)

[52.222-50](#), Combating Trafficking in Persons (Mar 2015) ([22 U.S.C. chapter 78](#) and E.O 13627). Alternate I (Mar 2015) of [52.222-50](#) ([22 U.S.C. chapter 78](#) and E.O 13627).

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

(xiii) [52.222-53](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (May 2014) ([41 U.S.C. chapter 67](#)).

(xiv) [52.222-54](#), Employment Eligibility Verification (OCT 2015) (E.O. 12989).

(xv) [52.222-55](#), Minimum Wages Under Executive Order 13658 (Dec 2015).

(xvi) [52.225-26](#), Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; [10 U.S.C. 2302 Note](#)).

(xvii) [52.226-6](#), Promoting Excess Food Donation to Nonprofit Organizations (May 2014) ([42 U.S.C. 1792](#)). Flow down required in accordance with paragraph (e) of FAR clause [52.226-6](#).

(xviii) [52.247-64](#), Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) ([46 U.S.C. Appx. 1241\(b\)](#) and [10 U.S.C. 2631](#)). Flow down required in accordance with paragraph (d) of FAR clause [52.247-64](#).

(2) While not required, the Contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of Clause)

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 14 days.

(End of clause)

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 15 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 30 days before the contract expires. The preliminary notice does not commit the Government to an extension.

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

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 4 years 6 months.

(End of Clause)

3.3 TAR Clauses

The following Transportation Acquisition Regulation (TAR) clauses are incorporated by reference. The full text of the clauses can be accessed electronically at <https://www.transportation.gov/assistant-secretary-administration/procurement/tar-part-1252-solicitations-provisions-and-contract>

1252.242-72 -- Dissemination of Contract Information (Oct 1994)

SECTION 4 – ATTACHMENTS

- 4.1 Limited Source Justification for CenturyLink 2 x DS1 service**
- 4.2 CLIN Structure**
- 4.3 Register of Wage Determinations under the Service Contract Act**



U.S. Department
of Transportation
**Federal Highway
Administration**

Western Federal Lands Highway Division
610 E.
Fifth Street
Vancouver,
WA 98661
Phone 360-619-7700
Fax 360-619-7846

**LIMITED SOURCE JUSTIFICATION (Sole Source)
For purchases below the Simplified Acquisition Threshold**

SOLICITATION DTFH7017Q00005

This acquisition is conducted under the authority of the Multiple Award Schedule Program (Title III of the Federal Property and Administrative Services Act of 1949 (41 U.S.C. 251, et seq.) and Title 40 U.S.C. 501, Services for Executive Agencies) and is a limited source action to be awarded as a delivery order under existing General Supply Agency (GSA) Multiple Award Schedule (MAS) GS-35F-0208L.

- Contracting activity/agency:** Department of Transportation (DOT), Federal Highway Administration (FHWA), Western Federal Lands Highway Division (WFLHD).
- Description of supplies or services required to meet agency needs:** FHWA-WFLHD requires 2 x DS1 (3 Mbps) installation, porting and internet access. This estimated value of this acquisition, in the event all option periods are exercised, is \$43,170.00.

Year	Period Of Performance	Value
Base	4/01/2017 – 3/31/2018	\$13,290.00
Option 1	4/01/2018 – 3/31/2019	\$ 9,960.00
Option 2	4/01/2019 – 3/31/2020	\$ 9,960.00
Option 3	4/01/2020 – 3/31/2021	\$ 9,960.00
Total		\$43,170.00

3. Identification of the limited source to be solicited:

Company: Qwest Government Services, Inc. (d/b/a/ CenturyLink QGS)
Company Address: 4250 N. Fairfax Drive, Arlington, VA 22203
Company Point of Contact: Fred Cui, frederick.cui@centurylink.com, 703-363-8862

- Rationale:** FHWA-WFLHD operates two (2) facilities located at Lake Maintenance Station, Yellowstone National Park, Wyoming which currently utilizes a DS-1 service provided by CenturyLink. This service has been in effect for over seven years and the data speeds no longer meet our need and has a significant impact on our work and delivery efforts. The 2 x DS-1 (3Mbps) service is a dedicated service phone line which, when bundled, is capable of carrying data at 3Mbps upload and download speeds and will also provide the equipment needed for internet port services. Bundling internet services with the 2 x DS-1 will be more cost effective and provide a more efficient service in this remote location. Due to their proprietary rights to the cabling in the area, CenturyLink is the only provider who can meet this requirement.

5. **Reason for authority cited:** FAR 8.405-6(a)(1)(i)(B) – Only one source is capable of providing the supplies or services required at the level of quality required because the supplies or services are unique or highly specialized.

CERTIFICATIONS AND APPROVAL

Technical/Requirements Certification: I certify that the facts and representations under my cognizance which are included in this justification and its supporting acquisition planning documents, except as noted herein are complete and accurate to the best of my knowledge and belief. Additionally, I certify that the above information and the technical evidence supporting this justification are complete and accurate.

GLENN T KUTZERA
Digitally signed by GLENN T KUTZERA
DN: c=US, o=U.S. Government, ou=DOT
FHWA VancouverWA, ou=FHWA
FHWA VancouverWA, cn=GLENN T KUTZERA
Date: 2016.12.12 14:35:00 -08'00'

12-12-2016

Glenn Kutzera, Engineering Tech (Civil)
Project Engineer

Date

Contracting Officer Certification: I certify that this justification is accurate and complete to the best of my knowledge and belief and represents the best value and lowest overall cost alternative to meet the Government's needs. Since this effort does not exceed \$150K, this certification serves as approval.


Digitally signed by DOUGLAS GENE TAYLOR
DN: c=US, o=U.S. Government, ou=DOT
FHWA VancouverWA, ou=FHWA
FHWA VancouverWA, cn=DOUGLAS GENE TAYLOR
Date: 2016.12.12 14:37:16 -08'00'

12-12-2016

Douglas Taylor, Contracting Officer

Date

BASE PERIOD

CLIN	Product Description	Quantity	Unit MRC	Total MRC	Unit NRC	Total NRC
00001	IQ Public Port 2 x DS1 (3 Mbps)	2				
00002	Local Loop Access	2				
00003	Pre-configured router to include integrated Dual T1 NIM and two (2) integral 10/100 BaseT Ethernet ports	2				
00004	On-site technical assistance for router installation	2				
00005	Monitor & Notification service for basic router functions to include full proactive management and reporting	2				
00006	12x5 basic maintenance for routers with 4 hour response time to include technical support and access to software upgrades or patches	2				
TOTAL						

OPTION 1

CLIN	Product Description	Quantity	Unit MRC	Total MRC
00001	IQ Public Port 2 x DS1 (3 Mbps)	2		
00002	Local Loop Access	2		
00003	12x5 basic maintenance for routers with 4 hour response time to include technical support and access to software upgrades or patches	2		
00004	Monitor & Notification service for basic router functions to include full proactive management and reporting	2		
TOTAL				

MRC = Monthly Recurring Charge

NRC = Non Recurring Charge

OPTION 2

CLIN	Product Description	Quantity	Unit MRC	Total MRC
00001	IQ Public Port 2 x DS1 (3 Mbps)	2		
00002	Local Loop Access	2		
00003	12x5 basic maintenance for routers with 4 hour response time to include technical support and access to software upgrades or patches	2		
00004	Monitor & Notification service for basic router functions to include full proactive management and reporting	2		
			TOTAL	

OPTION 3

CLIN	Product Description	Quantity	Unit MRC	Total MRC
00001	IQ Public Port 2 x DS1 (3 Mbps)	2		
00002	Local Loop Access	2		
00003	12x5 basic maintenance for routers with 4 hour response time to include technical support and access to software upgrades or patches	2		
00004	Monitor & Notification service for basic router functions to include full proactive management and reporting	2		
			TOTAL	

Attachment 4.3

WD 05-2587 (Rev.-16) was first posted on www.wdol.gov on 01/05/2016

REGISTER OF WAGE DETERMINATIONS UNDER
THE SERVICE CONTRACT ACT
By direction of the Secretary of Labor

U.S. DEPARTMENT OF LABOR
EMPLOYMENT STANDARDS ADMINISTRATION
WAGE AND HOUR DIVISION
WASHINGTON D.C. 20210

Daniel W. Simms Division of
Director Wage Determinations

Wage Determination No.: 2005-2587
Revision No.: 16
Date Of Revision: 12/29/2015

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.15 for calendar year 2016 applies to all contracts subject to the Service Contract Act for which the solicitation was issued on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.15 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2016. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

States: Nebraska, Wyoming

Area: Nebraska Counties of Banner, Box Butte, Cheyenne, Dawes, Deuel, Garden, Kimball, Morrill, Scotts Bluff, Sheridan, Sioux
Wyoming Statewide

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		12.55
01012 - Accounting Clerk II		14.87
01013 - Accounting Clerk III		15.75
01020 - Administrative Assistant		18.39
01040 - Court Reporter		14.85
01051 - Data Entry Operator I		11.31
01052 - Data Entry Operator II		12.34
01060 - Dispatcher, Motor Vehicle		17.94
01070 - Document Preparation Clerk		11.66
01090 - Duplicating Machine Operator		11.66
01111 - General Clerk I		11.59
01112 - General Clerk II		12.65
01113 - General Clerk III		14.20
01120 - Housing Referral Assistant		16.57
01141 - Messenger Courier		10.85
01191 - Order Clerk I		11.43
01192 - Order Clerk II		12.91
01261 - Personnel Assistant (Employment) I		14.90
01262 - Personnel Assistant (Employment) II		16.67
01263 - Personnel Assistant (Employment) III		18.59
01270 - Production Control Clerk		20.37
01280 - Receptionist		11.27
01290 - Rental Clerk		10.58
01300 - Scheduler, Maintenance		13.28
01311 - Secretary I		13.28
01312 - Secretary II		14.85
01313 - Secretary III		16.57
01320 - Service Order Dispatcher		17.94
01410 - Supply Technician		18.41

Attachment 4.3

01420 - Survey Worker	11.90
01531 - Travel Clerk I	11.69
01532 - Travel Clerk II	12.40
01533 - Travel Clerk III	13.06
01611 - Word Processor I	11.61
01612 - Word Processor II	13.03
01613 - Word Processor III	14.57
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	19.71
05010 - Automotive Electrician	18.73
05040 - Automotive Glass Installer	17.73
05070 - Automotive Worker	17.73
05110 - Mobile Equipment Servicer	15.77
05130 - Motor Equipment Metal Mechanic	19.71
05160 - Motor Equipment Metal Worker	17.73
05190 - Motor Vehicle Mechanic	19.71
05220 - Motor Vehicle Mechanic Helper	14.79
05250 - Motor Vehicle Upholstery Worker	16.75
05280 - Motor Vehicle Wrecker	17.73
05310 - Painter, Automotive	18.73
05340 - Radiator Repair Specialist	17.73
05370 - Tire Repairer	15.09
05400 - Transmission Repair Specialist	19.71
07000 - Food Preparation And Service Occupations	
07010 - Baker	10.53
07041 - Cook I	9.71
07042 - Cook II	11.23
07070 - Dishwasher	8.69
07130 - Food Service Worker	10.01
07210 - Meat Cutter	13.97
07260 - Waiter/Waitress	8.30
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	20.97
09040 - Furniture Handler	14.82
09080 - Furniture Refinisher	20.97
09090 - Furniture Refinisher Helper	16.12
09110 - Furniture Repairer, Minor	18.25
09130 - Upholsterer	20.97
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	10.77
11060 - Elevator Operator	10.24
11090 - Gardener	14.36
11122 - Housekeeping Aide	9.67
11150 - Janitor	11.96
11210 - Laborer, Grounds Maintenance	13.56
11240 - Maid or Houseman	9.46
11260 - Pruner	12.43
11270 - Tractor Operator	14.65
11330 - Trail Maintenance Worker	13.56
11360 - Window Cleaner	13.36
12000 - Health Occupations	
12010 - Ambulance Driver	13.22
12011 - Breath Alcohol Technician	16.63
12012 - Certified Occupational Therapist Assistant	21.12
12015 - Certified Physical Therapist Assistant	17.95
12020 - Dental Assistant	13.90
12025 - Dental Hygienist	27.78
12030 - EKG Technician	25.73
12035 - Electroneurodiagnostic Technologist	25.73
12040 - Emergency Medical Technician	14.54
12071 - Licensed Practical Nurse I	15.17
12072 - Licensed Practical Nurse II	16.97

Attachment 4.3

12073 - Licensed Practical Nurse III	18.93
12100 - Medical Assistant	12.89
12130 - Medical Laboratory Technician	15.04
12160 - Medical Record Clerk	13.75
12190 - Medical Record Technician	16.08
12195 - Medical Transcriptionist	14.40
12210 - Nuclear Medicine Technologist	34.36
12221 - Nursing Assistant I	11.54
12222 - Nursing Assistant II	12.97
12223 - Nursing Assistant III	14.15
12224 - Nursing Assistant IV	15.88
12235 - Optical Dispenser	13.95
12236 - Optical Technician	15.17
12250 - Pharmacy Technician	14.61
12280 - Phlebotomist	15.88
12305 - Radiologic Technologist	23.13
12311 - Registered Nurse I	22.82
12312 - Registered Nurse II	27.91
12313 - Registered Nurse II, Specialist	27.91
12314 - Registered Nurse III	33.76
12315 - Registered Nurse III, Anesthetist	33.76
12316 - Registered Nurse IV	40.47
12317 - Scheduler (Drug and Alcohol Testing)	20.66
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	16.16
13012 - Exhibits Specialist II	20.03
13013 - Exhibits Specialist III	24.50
13041 - Illustrator I	15.78
13042 - Illustrator II	19.11
13043 - Illustrator III	25.27
13047 - Librarian	22.17
13050 - Library Aide/Clerk	11.54
13054 - Library Information Technology Systems Administrator	20.03
13058 - Library Technician	13.63
13061 - Media Specialist I	14.18
13062 - Media Specialist II	15.86
13063 - Media Specialist III	17.69
13071 - Photographer I	12.72
13072 - Photographer II	14.71
13073 - Photographer III	18.22
13074 - Photographer IV	22.28
13075 - Photographer V	26.96
13110 - Video Teleconference Technician	17.07
14000 - Information Technology Occupations	
14041 - Computer Operator I	14.42
14042 - Computer Operator II	16.13
14043 - Computer Operator III	17.99
14044 - Computer Operator IV	19.99
14045 - Computer Operator V	22.13
14071 - Computer Programmer I	(see 1) 20.17
14072 - Computer Programmer II	(see 1) 25.00
14073 - Computer Programmer III	(see 1)
14074 - Computer Programmer IV	(see 1)
14101 - Computer Systems Analyst I	(see 1) 26.31
14102 - Computer Systems Analyst II	(see 1)
14103 - Computer Systems Analyst III	(see 1)
14150 - Peripheral Equipment Operator	14.42
14160 - Personal Computer Support Technician	21.37
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	26.31
15020 - Aircrew Training Devices Instructor (Rated)	30.38

Attachment 4.3

15030 - Air Crew Training Devices Instructor (Pilot)	35.04
15050 - Computer Based Training Specialist / Instructor	26.31
15060 - Educational Technologist	27.45
15070 - Flight Instructor (Pilot)	35.04
15080 - Graphic Artist	16.61
15090 - Technical Instructor	18.90
15095 - Technical Instructor/Course Developer	23.12
15110 - Test Proctor	15.25
15120 - Tutor	15.25
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations	
16010 - Assembler	8.67
16030 - Counter Attendant	8.68
16040 - Dry Cleaner	11.01
16070 - Finisher, Flatwork, Machine	8.67
16090 - Presser, Hand	8.67
16110 - Presser, Machine, Drycleaning	8.67
16130 - Presser, Machine, Shirts	8.67
16160 - Presser, Machine, Wearing Apparel, Laundry	8.67
16190 - Sewing Machine Operator	11.76
16220 - Tailor	12.42
16250 - Washer, Machine	9.44
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	21.65
19040 - Tool And Die Maker	26.54
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	17.23
21030 - Material Coordinator	20.37
21040 - Material Expediter	20.37
21050 - Material Handling Laborer	13.12
21071 - Order Filler	12.58
21080 - Production Line Worker (Food Processing)	17.23
21110 - Shipping Packer	14.45
21130 - Shipping/Receiving Clerk	14.45
21140 - Store Worker I	11.07
21150 - Stock Clerk	15.35
21210 - Tools And Parts Attendant	17.23
21410 - Warehouse Specialist	17.23
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	23.13
23021 - Aircraft Mechanic I	21.90
23022 - Aircraft Mechanic II	23.13
23023 - Aircraft Mechanic III	24.47
23040 - Aircraft Mechanic Helper	16.44
23050 - Aircraft, Painter	20.81
23060 - Aircraft Servicer	18.61
23080 - Aircraft Worker	19.70
23110 - Appliance Mechanic	18.55
23120 - Bicycle Repairer	15.09
23125 - Cable Splicer	28.14
23130 - Carpenter, Maintenance	19.62
23140 - Carpet Layer	19.32
23160 - Electrician, Maintenance	23.31
23181 - Electronics Technician Maintenance I	24.08
23182 - Electronics Technician Maintenance II	25.74
23183 - Electronics Technician Maintenance III	27.36
23260 - Fabric Worker	18.25
23290 - Fire Alarm System Mechanic	23.58
23310 - Fire Extinguisher Repairer	16.93
23311 - Fuel Distribution System Mechanic	24.66
23312 - Fuel Distribution System Operator	18.68
23370 - General Maintenance Worker	18.95
23380 - Ground Support Equipment Mechanic	21.90

Attachment 4.3

23381 - Ground Support Equipment Servicer	18.61
23382 - Ground Support Equipment Worker	19.70
23391 - Gunsmith I	16.93
23392 - Gunsmith II	19.57
23393 - Gunsmith III	22.35
23410 - Heating, Ventilation And Air-Conditioning Mechanic	19.52
23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	20.99
23430 - Heavy Equipment Mechanic	22.18
23440 - Heavy Equipment Operator	20.71
23460 - Instrument Mechanic	24.49
23465 - Laboratory/Shelter Mechanic	20.97
23470 - Laborer	13.12
23510 - Locksmith	19.47
23530 - Machinery Maintenance Mechanic	26.53
23550 - Machinist, Maintenance	19.80
23580 - Maintenance Trades Helper	14.65
23591 - Metrology Technician I	24.49
23592 - Metrology Technician II	29.83
23593 - Metrology Technician III	31.47
23640 - Millwright	26.91
23710 - Office Appliance Repairer	18.55
23760 - Painter, Maintenance	18.55
23790 - Pipefitter, Maintenance	21.73
23810 - Plumber, Maintenance	20.40
23820 - Pneudraulic Systems Mechanic	22.35
23850 - Rigger	23.98
23870 - Scale Mechanic	19.57
23890 - Sheet-Metal Worker, Maintenance	19.52
23910 - Small Engine Mechanic	17.56
23931 - Telecommunications Mechanic I	26.93
23932 - Telecommunications Mechanic II	28.26
23950 - Telephone Lineman	21.47
23960 - Welder, Combination, Maintenance	22.45
23965 - Well Driller	19.52
23970 - Woodcraft Worker	22.35
23980 - Woodworker	16.93
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	9.96
24580 - Child Care Center Clerk	12.43
24610 - Chore Aide	10.69
24620 - Family Readiness And Support Services Coordinator	12.67
24630 - Homemaker	13.45
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	28.14
25040 - Sewage Plant Operator	21.79
25070 - Stationary Engineer	28.14
25190 - Ventilation Equipment Tender	19.61
25210 - Water Treatment Plant Operator	21.79
27000 - Protective Service Occupations	
27004 - Alarm Monitor	17.62
27007 - Baggage Inspector	12.42
27008 - Corrections Officer	18.96
27010 - Court Security Officer	22.37
27030 - Detection Dog Handler	15.45
27040 - Detention Officer	18.96
27070 - Firefighter	22.79
27101 - Guard I	12.42
27102 - Guard II	15.45
27131 - Police Officer I	22.45

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27132 - Police Officer II	24.95
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	11.87
28042 - Carnival Equipment Repairer	12.60
28043 - Carnival Equipment Worker	10.26
28210 - Gate Attendant/Gate Tender	15.21
28310 - Lifeguard	11.34
28350 - Park Attendant (Aide)	17.01
28510 - Recreation Aide/Health Facility Attendant	12.42
28515 - Recreation Specialist	15.39
28630 - Sports Official	13.55
28690 - Swimming Pool Operator	17.04
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	22.77
29020 - Hatch Tender	22.77
29030 - Line Handler	22.77
29041 - Stevedore I	19.27
29042 - Stevedore II	24.65
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	35.77
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	24.66
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	27.16
30021 - Archeological Technician I	15.88
30022 - Archeological Technician II	17.76
30023 - Archeological Technician III	22.01
30030 - Cartographic Technician	22.01
30040 - Civil Engineering Technician	22.50
30061 - Drafter/CAD Operator I	15.88
30062 - Drafter/CAD Operator II	17.76
30063 - Drafter/CAD Operator III	19.81
30064 - Drafter/CAD Operator IV	24.37
30081 - Engineering Technician I	14.32
30082 - Engineering Technician II	16.61
30083 - Engineering Technician III	17.97
30084 - Engineering Technician IV	22.27
30085 - Engineering Technician V	27.24
30086 - Engineering Technician VI	32.82
30090 - Environmental Technician	19.19
30210 - Laboratory Technician	18.06
30240 - Mathematical Technician	20.55
30361 - Paralegal/Legal Assistant I	16.02
30362 - Paralegal/Legal Assistant II	19.84
30363 - Paralegal/Legal Assistant III	24.27
30364 - Paralegal/Legal Assistant IV	29.37
30390 - Photo-Optics Technician	22.01
30461 - Technical Writer I	22.00
30462 - Technical Writer II	26.91
30463 - Technical Writer III	32.57
30491 - Unexploded Ordnance (UXO) Technician I	22.74
30492 - Unexploded Ordnance (UXO) Technician II	27.51
30493 - Unexploded Ordnance (UXO) Technician III	32.97
30494 - Unexploded (UXO) Safety Escort	22.74
30495 - Unexploded (UXO) Sweep Personnel	22.74
30620 - Weather Observer, Combined Upper Air Or Surface Programs	19.49
30621 - Weather Observer, Senior	22.01
31000 - Transportation/Mobile Equipment Operation Occupations	
31020 - Bus Aide	9.08
31030 - Bus Driver	14.37
31043 - Driver Courier	13.40
31260 - Parking and Lot Attendant	9.94
31290 - Shuttle Bus Driver	14.56

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31310 - Taxi Driver	10.89
31361 - Truckdriver, Light	14.56
31362 - Truckdriver, Medium	16.08
31363 - Truckdriver, Heavy	18.86
31364 - Truckdriver, Tractor-Trailer	18.86
99000 - Miscellaneous Occupations	
99030 - Cashier	9.13
99050 - Desk Clerk	9.52
99095 - Embalmer	25.64
99251 - Laboratory Animal Caretaker I	9.77
99252 - Laboratory Animal Caretaker II	10.62
99310 - Mortician	25.64
99410 - Pest Controller	15.38
99510 - Photofinishing Worker	11.95
99710 - Recycling Laborer	16.96
99711 - Recycling Specialist	20.53
99730 - Refuse Collector	15.23
99810 - Sales Clerk	11.34
99820 - School Crossing Guard	13.79
99830 - Survey Party Chief	19.67
99831 - Surveying Aide	14.38
99832 - Surveying Technician	17.85
99840 - Vending Machine Attendant	10.47
99841 - Vending Machine Repairer	13.16
99842 - Vending Machine Repairer Helper	10.61

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

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

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

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

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

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

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

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

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

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

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

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

Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving regrading and cleaning of artillery ranges.

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

** UNIFORM ALLOWANCE **

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

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

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

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

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C)(vi)} When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).

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

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

6) The contractor informs the affected employees.

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

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