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Description of document: Department of Veterans Affairs (VA) Veterans Benefits Administration (VBA) Contract with Alvin Young to Catalogue and Index 5000 Boxes of Records on Agent Orange / Agent Blue Herbicide Usage, 2012-2014

Requested date: 28-August-2020

Release date: 03-September-2020

Posted date: 14-September-2020

Source of document: Department of Veterans Affairs
FOIA Request
810 Vermont Avenue, NW
(20M33) VACO
Washington, DC 20420
Fax: (202) 273-9386
Email: vhafoia2@va.gov

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September 3, 2020

Via Email:

Re: Final Response Letter 20-09301-F

This letter serves as the final response to your 08/28/2020, Freedom of Information Act (FOIA) request. Within your request, you sought records regarding a copy of the contract file for Contract VA10112C0006, a firm fixed price federal contract award on September 28, 2012 for \$599,884 funded by the Veteran's Benefits Administration. I also request a copy of the contract file checklist and any memos included in the contract file.

Upon receiving your request, we conducted a search and located 75 pages responsive to your request. After careful review and consideration, we have determined 62 pages are releasable in full, seven (7) pages are releasable in part pursuant to FOIA Exemptions U.S.C. § 552 (b)(4), (b)(5), (b)(6) and six (6) pages are being withheld in full pursuant to FOIA Exemption U.S.C. § 552 (b)(5), (b)(6).

Exemption 4

Protects trade secrets and commercial or financial information obtained from a person that is privileged or confidential. The courts have held that this subsection protects (a) confidential commercial information, the disclosure of which is likely to cause substantial harm to the competitive position of the person who submitted the information and (b) information that was voluntarily submitted to the government if it is the kind of information that the provider would not customarily make available to the public.

Exemption 5

Protects from disclosure those inter- or intra-agency documents that are normally privileged in the civil discovery context. The three most frequently invoked privileges are the deliberative process privilege, the attorney work-product privilege, and the attorney-client privilege. After carefully reviewing the responsive documents, we determined that portions of the responsive documents qualify for protection under the following privilege(s):

Exemption 6

Exempts from disclosure of personnel or medical files and similar files the release of which would cause a clearly unwarranted invasion of personal privacy. This requires a balancing of the public's right to disclosure against the individual's right to privacy. The privacy interests of the individuals in the records you have requested outweigh any minimal public interest in disclosure

of the information. Any private interest you may have in that information does not factor into the aforementioned balancing test.

If you believe that the information withheld should not be exempt from disclosure, or this response constitutes an adverse determination, you may appeal. By filing an appeal, you preserve your rights under FOIA and give the agency a chance to review and reconsider your request and the agency's decision.

FOIA Mediation

As part of the 2007 FOIA amendments, the Office of Government Information Services (OGIS) was created to offer mediation services to resolve disputes between FOIA requesters and Federal agencies as a non-exclusive alternative to litigation. Using OGIS services does not affect your right to pursue litigation. Under the provisions of the FOIA Improvement Act of 2016 the following contact information is provided to assist FOIA requesters in resolving disputes:

VBA Office FOIA Public Liaison

Name: Angela Davis

Email Address: FOIA.VBACO@va.gov

Office of Government Information Services (OGIS)

Email address: ogis@nara.gov

Fax: 202-741-5769

Mailing address:

National Archives and Records Administration

8601 Adelphi Road

College Park, MD 20740-6001

FOIA Appeal

Please be advised that should you desire to do so; you may appeal the determination made in this response to:

Office of General Counsel (024)
Department of Veterans Affairs
810 Vermont Avenue, NW
Washington, DC 20420

If you choose to file an appeal, please include a copy of this letter with your written appeal and clearly indicate the basis of your disagreement with the determination set forth in this response. Please be advised that in accordance with VA's implementing FOIA regulations at 38 C.F.R. § 1.559, your appeal must be postmarked no later than ninety (90) days of the date of this letter

Sincerely,

Paula G. Presley
3422255
Paula Presley
VBA Program Specialist

Digitally signed by Paula
G. Presley 3422255
Date: 2020.09.03
12:52:48 -04'00'

CONTRACT AWARD				PAGE 1	OF 75	PAGES	
1 CONTRACT NUMBER VA-101-12-C-0006		2 EFFECTIVE DATE		3 SOLICITATION NUMBER Unsolicited Proposal		14 REQUISITION/PROJECT NUMBER	
5 ISSUED BY The Department of Veterans Affairs VBA/Office of Acquisition 1800 G Street NW Washington DC 20006		6 ADMINISTERED BY (if other than Item 5) The Department of Veterans Affairs VBA/Office of Acquisition 1800 G Street NW Washington DC 20006		7 NAME AND ADDRESS OF CONTRACTOR AL YOUNG CONSULTING, INC 1910 TRANQUILITY RD CHRYSTERS NY 12004-1907		8 PAYMENT WILL BE MADE BY The Department of Veterans Affairs Financial Service Center P.O. Box 149571 W O Box 8079 Austin TX 78714 PHONE 1-877-353-9793 FAX 1-512-460-5542	
9A DATES/TAMBER (b)(4)		9B TAXPAYER'S IDENTIFICATION NO (b)(4)		10. SUBMIT INVOICES (4 copies unless otherwise specified) TO <input type="checkbox"/> ITEM 5 <input type="checkbox"/> ITEM 6 <input checked="" type="checkbox"/> ITEM 8 <input type="checkbox"/> OTHER (specify)			
11. TABLE OF CONTENTS See Attached Table of Contents							
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B		SUPPLIES OR SERVICES AND PRICES/COSTS		PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH			
C		DESCRIPTION/SPEC WORK STATEMENT		J		LIST OF ATTACHMENTS	
D		PACKAGING AND MARKING		PART IV - REPRESENTATIONS AND INSTRUCTIONS			
E		INSPECTION AND ACCEPTANCE		K		REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS	
F		DELIVERIES OR PERFORMANCE		L		INSTRS. CONDS. AND NOTICES TO OFFER	
G		CONTRACT ADMINISTRATION DATA		M		EVALUATION FACTORS FOR AWARD	
H		SPECIAL CONTRACT REQUIREMENTS					
12. BRIEF DESCRIPTION AL YOUNG CONSULTING, INC. TO PROVIDE R&D AND ENVIRONMENTAL CONSULTING SERVICES TO PRODUCE AN ARCHIVAL DIRECTORY, INDEX OF AGENT ORANGE DOCUMENTS FOR THE VETERANS ADMINISTRATION SEE SECTION C. SO, YOUR VBA CONTRACTING OFFICER REPRESENTATIVE (COR) IS MR. MICHAEL PHARR AT 202-461-9119 PLEASE CONTACT MR. PHARR FOR ALL TECHNICAL QUESTIONS PERTAINING TO THIS CONTRACT. INVOICE INSTRUCTIONS: PLEASE SEND ALL INVOICES TO ADDRESS IN BOX 8. ALL INVOICES NEED TO INCLUDE THE (b)(4)							
13. TOTAL AMOUNT OF CONTRACT \$600,000.00							
14. CONTRACTOR'S AGREEMENT. Contractor agrees to furnish and deliver the items or perform services to the extent stated in this document for the consideration stated. The rights and obligations of the parties to this contract shall be subject to and governed by this document and any documents attached or incorporated by reference.				15. AWARD. The Government hereby accepts your offer on the condition identified in Item 3 above as reflected in this award document. The rights and obligations of the parties to this contract shall be subject to and governed by this document and any documents attached or incorporated by reference.			
16. A CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN FOUR COPIES TO THE ISSUING OFFICE (Direct if 2005 CACR).				17. UNITED STATES OF AMERICA (Signature of Contracting Officer)			
B. SIGNATURE OF PERSONALIZED TO SIGN <i>Alvin L. Young</i>				<i>Felton Jones</i>			
C. NAME OF SIGNER Alvin L. Young				D. NAME OF CONTRACTING OFFICER Felton Jones			
E. DATE 28 September 2012				F. DATE 9-28-2012			

AUTHORIZED FOR LOCAL REPRODUCTION

OPTIONAL FORM 307 (9-97)
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PART I - THE SCHEDULE**SECTION B - SUPPLIES OR SERVICES AND PRICE/COSTS****B.1 PRICE/COST SCHEDULE**

CLIN

(b)(4)

A.L Young Consulting, INC. to provide R&D
and Environmental Consulting Services
to Produce an Archival Directory, Index\
of Agent Orange Documents for the
Veterans Administration.

GRAND TOTAL --- \$600,000.00

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(b)(4)

SECTION C - DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK**STATEMENT OF WORK****A. GENERAL INFORMATION**

1. Title of Project: Archival Directory of Agent Orange Documents

Scope of Work: The contractor shall provide all resources necessary to accomplish the deliverables described in the statement of work (SOW), except as may otherwise be specified. The scope of work proposes to search for, identify, and catalog all available government documents related to Agent Orange held by the National Archives and Records Administration and other Government Repository Systems. These systems contain all such documents that are available as the result of a 1979 Agent Orange related class action lawsuit court order. In addition to this cataloging effort, the contractor shall gather together relevant documents on specific Agent Orange related topics, geographic locations, or incidents and prepare summary reports, similar to those recently produced for the US 8th Army in Korea.

2. Background: Under current VA environmental exposure policy, when a disability claim based on Agent Orange exposure outside Vietnam or the Korean DMZ is received by a regional office, a description of the exposure is forwarded to the Compensation Service Agent Orange Mailbox. The location and circumstances of exposure are then evaluated based on information provided by DOD and a response is sent back to the regional office regarding whether or not the DOD evidence can support the claimed exposure. If not, then the regional office is instructed to send a request to DOD's Army and Joint Services Records Research Center (JSRRC) for any supporting evidence it can supply. The initial Agent Orange Mailbox review is based primarily on the 2006 *History of the US Department of Defense Programs for the Testing, Evaluation, and Storage of Tactical Herbicides*. The subsequent JSRRC review is conducted based on military unit records, which are non specific Agent Orange related documents.

Agent Orange has always been a contentious topic, with two main threads of controversy. One relates to potential exposure locations and the other to potential long-term health effects. The issue of potential exposure locations is of primary concern for Compensation Service. A presumption of exposure has already been established for Vietnam Veterans through the *Agent Orange Act of 1991* and recent VA regulations have extended that presumption to certain Veterans with service on the Korean DMZ during the Vietnam era. However, Compensation Service receives a continuous flow of approximately 20 Agent Orange exposure claims per week from Veterans, forwarded by regional offices, based on service in other locations worldwide. The usual Compensation Service response is that there is insufficient evidence to support the claim and this is

generally confirmed by the SRRC response. By conducting this research and when the directory and indexes are available, it will enhance VA's duty to assist by providing a more complete response to these claims, with citations to specific documents for the claimed location. Such authoritative responses may prove more satisfactory to Veteran claimants and their representatives and could reduce the appeal rate. Additionally, if the documents in this directory could be copied, digitalized, and made available electronically to regional offices, Agent Orange related claims might be resolved locally without the need for Compensation Service or JSRRC input and processing timeliness could be improved.

3. Performance Period: The contractor shall complete all tasks and deliverables within the proposed 2-Year, 24 month, period from the date of award. Work at the government site shall not take place on Federal holidays or weekends unless directed by the Contracting Officer (CO).
4. Type of Contract: Firm-Fixed Price.
5. Place of Performance.
At contractor's Office, in addition to the National Archives and Records Administration in Washington, DC and College Park, MD; The Washington National Records Center, Suitland, MD; Archives in Atlanta, GA and Montgomery, AL, and Technical Libraries at Military Installations and other Archive and Record Centers, as needed.

B. CONTRACT AWARD MEETING

The contractor shall not commence performance on the tasks in this SOW until the CO has conducted a kick off meeting or has advised the contractor that a kick off meeting is waived.

C. SPECIFIC MANDATORY TASKS AND ASSOCIATED DELIVERABLES

Description of Tasks and Associated Deliverables: The contractor shall provide the specific tasks and deliverables described below, on Attachment A: Deliverable Schedule, and within the performance period stated in Section A.3 of this SOW.

Task One: The contractor shall provide an overarching two –year research project to find, review, catalog, and construct a directory of all available and accessible records related to Agent Orange and other tactical herbicides used by the US military during the Vietnam era. These records will include numerous paper documents held in boxes at various locations such as the National Archives and Records Administration in Washington, DC and College Park, MD; THE Washington National Records Center, Suitland, MD;

Archives in Atlanta, GA and Montgomery, AL, Technical Libraries at Military installations

Deliverable One: An indexed list of documents and their locations by particular Agent Orange related topics.

Task Two: Monthly status reports on the progress of the research that will include: (a) general information on the documents found and (b) specific information on topics of special interest to VBA)

Deliverable Two: Monthly status report due by the first of the month that describes the previous months work.

Task Three: Final reports on geographic locations and issues related to Agent Orange, to be specified by VBA, that will include all documents and empirical data found on the geographic location or issue, copied and provided in electronic format for VBA accessibility and use. These reports will be produced at monthly intervals, but may be updated as new and relevant documents are discovered during the research project. Final reports desired by VBA include, but are not limited to, the geographic locations of: Okinawa; Guam; Panama; Thailand; Johnston Island; Fort Detrick, MD; Gulfport, MS; Eglin Air Force Base, FL, and Fort McClelland, AL. Examples of issues include, but are not limited to, an analysis of: the difference between tactical and commercial herbicides; the persistence or residuals of Agent Orange (dioxin) in the natural environment; the potential for “secondary” or “remote” exposure to Agent Orange (dioxin) based on contact with aircraft or equipment used in Vietnam; and a summary of past studies done by VA, the Department of Defense, or other federal agencies, related to Agent Orange (dioxin) exposure.

Deliverable Three: Electronic drafts of the monthly reports to be delivered by the first of each month, with the understanding that they will be updated as new material is discovered and will be finalized by the end of the contract period.

Task Four: Quarterly Conference Calls with VBA COR, James Sampsel, or an authorized VBA contact regarding research progress. (All VBA POCs will only be authorized by the Contracting Officer). Calls will consist of current research progress that will include: (a) general information on the documents found and (b) specific information on topics of special interest to VBA.

Deliverable Four: Quarterly Conference Calls with VBA COR.

D. CHANGES TO STATEMENT OF WORK

Any changes to this SOW shall be authorized and approved only through written correspondence from the CO. A copy of each change will be kept in a project folder along with all other products of the project. Changes may only be affected by the Contracting Officer in writing.

E. TRAVEL

Travel shall be in accordance with VA/Federal Travel Regulations. Travel must be pre-approved by the COR. Each contractor invoice must include copies of all receipts that support the travel costs claimed in the invoice. Local travel within a 50-mile radius from the contractor's facility is considered the cost of doing business and will not be reimbursed. This includes travel, subsistence, and associated labor charges for travel time. Travel performed for personal convenience and daily travel to and from work at the contractor's facility will not be reimbursed. Travel, subsistence, and associated labor charges for travel time for travel beyond a 50-mile radius of the contractor's facility are authorized on a case-by-case basis and must be pre-approved by the COR.

F. CONTRACTOR EXPERIENCE REQUIREMENTS - KEY PERSONNEL

These skilled experienced professional and/or technical personnel are essential for successful contractor accomplishment of the work to be performed under this contract and subsequent task orders and options. These are defined as key personnel and are those persons whose names were submitted at the start of the contract. The contractor agrees that the key personnel shall not be removed, diverted, or replaced from work without approval of the CO and COR.

Any personnel the contractor offers as substitutes shall have the ability and qualifications equal to or better than the key personnel that are being replaced. Requests to substitute personnel shall be approved by the COR and the CO. All requests for approval of substitutions in personnel shall be submitted to the COR and the CO within 10 calendar days prior to making any change in key personnel. The request shall be written and provide a detailed explanation of the circumstances necessitating the proposed substitution. The contractor shall submit a complete resume for the proposed substitute, any changes to the rate specified in the order (as applicable) and any other information requested by the CO needed to approve or disapprove the proposed substitution. The CO will evaluate such requests and promptly notify the contractor of approval or disapproval thereof in writing.

SECURITY**VA Information and Information System Security/Privacy Requirements****General**

All Contractors and Contractor personnel shall be subject to the same Federal security and privacy laws, regulations, standards and VA policies as VA, including the Privacy Act, 5 U.S.C. §552a, and VA personnel, regarding information and information system security. Contractors must follow policies and procedures outlined in VA Directive 6500, Information Security Program; and VA Handbook 6500.6, Contract Security which are available at: <http://www1.va.gov/vapubs> and its handbooks to ensure appropriate security controls are in place.

Access to VA Information and VA Information Systems

VA will supply the Contractor with the minimum logical (technical) and/or physical access to VA information and VA information systems for employees, sub-contractors: (1) to perform the services specified in the contract, (2) to perform necessary maintenance functions for electronic storage or transmission media necessary for performance of the contract, and (3) for individuals who first satisfy the same conditions, requirements, and restrictions that comparable VA employees must meet to have access to the same type of VA information.

All Contractors and subcontractors working with VA Sensitive Information are subject to the same investigative requirements as those of regular VA appointees or employees who have access to the same types of information. The level of background security investigation will be in accordance with VA Directive 0710, Handbook 0710, which are available at: <http://www1.va.gov/vapubs>, and VHA Directive 0710 and Implementation Handbook 0710.01, which are available at: <http://www1.va.gov/vhapublications/index.cfm>. Contractors are responsible for screening their employees. The following are VA's approved policy exceptions for meeting VA background screenings/investigative requirements for certain types of Contractor personnel:

- Contractor personnel not accessing VA information resources, such as personnel hired to maintain the medical facility grounds, construction contracts, utility system contractors, etc.
- Contractor personnel with limited and intermittent access to equipment connected to networks on which no VA sensitive information resides
- Contractor personnel with limited and intermittent access to equipment connected to networks on which limited VA sensitive information resides and with limited and intermittent access to facilities at which they are escorted

VAAR-852.273-75 Security Requirements for Unclassified Information Technology Resources (Interim-October 2008)

The contractor and their personnel shall be subject to the same Federal laws, regulations, standards and VA policies as VA personnel, regarding information and information system security. These include, but are not limited to Federal Information Security Management Act (FISMA), Appendix III of OMB Circular A-130, and guidance and standards, available from the Department of Commerce's National Institute of Standards and Technology (NIST). This also includes the use of common security configurations available from NIST's Web site at: <http://checklists.nist.gov>.

To ensure that appropriate security controls are in place, Contractors must follow the procedures set forth in "*VA Information and Information System Security/Privacy Requirements for IT Contracts*" located at the following Web site: <http://www.iprm.oit.va.gov>.

VA Information Custodial Requirements

VA information provided to the Contractor for either the performance or administration of this contract shall only be used for those purposes. No other use is permitted without the CO's express written authorization. This clause expressly limits the Contractor's rights to use data as described in Rights in Data - General, FAR 52.227-14(d) (1). The Government shall retain the rights to all data and records produced in the execution or administration of this contract.

Prior to termination or completion of this contract, Contractor will not destroy information received from VA or gathered or created by the Contractor in the course of performing this contract without prior written approval by the CO. A Contractor destroying data on VA's behalf must do so accordance with National Archives and Records Administration (NARA) requirements as outlined in VA Directive 6300, Records and Information Management and its Handbook 6300.1 Records Management Procedures, and applicable VA Records Control Schedules. All data and reports shall be transferred to VBA upon contract completion.

The Contractor shall not make copies of VA information, electronic or otherwise, except as necessary to perform the terms of the agreement or to preserve electronic information stored on Contractor electronic storage media for restoration in case any electronic equipment or data used by the Contractor needs to be restored to an operating state.

The Contractor shall not use technologies banned in VA in meeting the requirements of the contract (e.g., Bluetooth-enabled devices).

Physical Security

If the contract requires taking VA data to a contractor site and the data contains Personally Identifiable Information, the contractor will provide an independent physical security assessment of their facility to the COR prior to commencing work. General guidelines for physical security can be found in VA Directive 0730, Section 6 (Physical Security) and VA

Memorandum (subj: IT Oversight & Compliance Information Physical Security Assessments) dated October 24, 2007.

Training

All Contractor and subcontractor personnel requiring access to VA information and VA information systems shall complete the following before being granted access to VA information and networks:

1. Sign and acknowledge understanding of and responsibilities for compliance with the ***National Rules of Behavior*** related to access to VA information and information systems
2. Successfully complete VA Information Security Awareness training and annual refresher training as required
3. Successfully complete VA Privacy Awareness training and annual refresher training as required
4. Successfully complete any additional Information Security or Privacy training as required for VA personnel with equivalent information system access

The Contractor shall provide to the COR a copy of the training certificates for each applicable employee within 1 week of the initiation of the contract and annually thereafter, as required. These online courses are located at www.tms.va.gov. To self-enroll, click the "Create New User" button on the red bar and complete the assigned training. The COR will provide the contractor with the appropriate information to complete self-enrollment. Technical issues with TMS should be directed to the TMS help desk at vatmshelp@va.gov or 1.866.496.0463.

Failure to complete this mandatory training within the timeframe required will be grounds for suspension or termination of all physical and/or electronic access privileges and removal from work on the contract until such time as the training is completed.

Contractor Personnel Security

All contract employees who require access to the VA site(s) and/or access to VA local area network (LAN) systems shall be the subject of a background investigation and must receive a favorable adjudication from the VA Security and Investigations Center (SIC). These requirements are applicable to all subcontractor personnel requiring the same level of Background Investigation.

The level of background security investigation will be in accordance with VA Directive 0710 dated September 10, 2004 and is available at http://www1.va.gov/vapubs/viewPublication.asp?Pub_ID=487&FTtype=2

Background Investigation

The contract employee level of background investigation required for this effort is: *NACI*.

Contractor Responsibilities

1. The Contractor shall bear the expense of obtaining background investigations or reciprocals of previous investigations held that meet or exceed the required investigation level. **The cost of background investigations is based on the current Office of Personnel Management (OPM) rate at the time the application is processed at OPM.** Fiscal Year 2012 rates are as follows: Low Risk (NACI) **\$267**, Moderate Risk (MBI) **\$952**, High Risk (BI) **\$3,998** or Reciprocals **\$27**. VA will pay for investigations or reciprocals processed through the VA SIC and conducted by OPM in advance; however, the Contractor shall reimburse the full cost of background investigations/reciprocals to VA within 30 days of Bill of Collections received from VA. VA shall send up to three plus one final delinquent notice to the Contractor. If the Contractor does not adhere to the Bill of Collections, future invoices may be subject to be offset by VA to recoup background investigation/reciprocal costs.

2. Immediately after contract or task order award, the Contractor must submit the completed **Attachment B** form (VBA Contractor Background Investigation Request Worksheet) to the COR to begin the background investigation process for all contract employees working on the contract, who will have access to VA facilities, VA systems, or privacy data.

3. After the VA inputs the Contractor's information from the Attachment B, the Contractor and Contractor point of contact (POC) will receive an email notification from the SIC identifying the website link that includes detailed instructions regarding completion of the background clearance application process in the Electronic Questionnaires for Investigations Processing (e-QIP) system. E-QIP is an online, Internet accessible system where the contractor employee completes the security questionnaire required to process the background investigation.

4. The Contractor shall prescreen all personnel who require access to VA site(s) and/or access to VA LAN systems to ensure they maintain a U.S. citizenship or Alien Registration that authorizes them to work in the U.S. and are able to read, write, speak and understand the English language.

5. Contractors who have a current favorable background investigation previously conducted by OPM or Defense Security Service (DSS) may be accepted through reciprocity. When a previous clearance is currently held, it does not preclude the vendor from submitting a completed Attachment B form to the COR immediately after contract or task order award for all contract employees who will be working on the contract.

6. Contract performance **shall not** commence before SIC confirmation that it has received the Contractor's investigative documents, that they are complete, and that the investigation information has been released to OPM for scheduling of the background investigation. Once the Contractor's background investigation has been released to OPM for scheduling of the

background investigation or the SIC has confirmed that the verified investigation will be reciprocated, contract performance may commence. The COR will notify and forward the Contractor a copy of the Certificate of Investigation when the background investigation has been favorably completed or a Certificate of Eligibility (Form 4236) if the investigation has been reciprocated. The Contractor, if notified of an unfavorable adjudication by the Government, shall withdraw the employee from consideration from working under the contract. Failure to comply with the Contractor personnel security requirements may result in termination of the contract for default.

7. If the security clearance investigation is not completed prior to the start date of the contract, the contract employee may work on the contract with an "initiated background investigation" status (when received from the SIC) while the security clearance is being processed. However, the Contractor will be responsible for the actions of those contract and subcontract employees they provide to perform work for VA. In the event damage arises from work performed by Contractor personnel, under the auspices of the contract, the Contractor will be responsible for resources necessary to remedy the incident.

8. Should the Contractor use a vendor other than OPM or DSS to conduct investigations, the investigative company must be certified by OPM/DSS to conduct Contractor investigations. The Vendor Cage Code number must be provided to the VA SIC, which will verify the information and conclude whether access to the Government's site(s) and/or VA LAN systems can be granted.

9. The investigative history for Contractor personnel working under this contract must be maintained in the databases of either OPM or the Defense Industrial Security Clearance Organization (DISCO).

Government Responsibilities

1. After the COR has received Attachment B form(s) from the Contractor, the SIC will send an e-mail notification to the Contractor and their POC identifying the website link that includes detailed instructions regarding completion of the background clearance application process and what level of background was requested.

2. Upon receipt of required investigative documents, SIC will review the investigative documents for completion and initiate the background investigation by forwarding the investigative documents to OPM to conduct the background investigation. If the investigative documents are not complete, the SIC will notify the vendor of deficiencies and include corrective instructions.

3. VA will pay for investigations and reciprocals processed through the VA SIC and conducted by OPM in advance, however, the Contractor shall reimburse the full cost of background investigations/reciprocals to VA within 30 days of Bill of Collections from VA. VA shall send up to three plus one final delinquent notice to the Contractor. If the Contractor does not adhere to the Bill of Collections, future invoices may be subject to be offset by VA to recoup background investigation costs and may be considered grounds for default.

4. The COR will notify and forward the Contractor a copy of the Certificate of Investigation when the background investigation has been favorably adjudicated or a Certificate of Eligibility (Form 4236) if the investigation has been reciprocated. The COR will also notify the Contractor of an unfavorable adjudication by the Government.

Information System Design and Development

a. Information systems that are designed or developed for or on behalf of VA at non-VA facilities shall comply with all VA directives developed in accordance with FISMA, HIPAA, NIST, and related VA security and privacy control requirements for Federal information systems. This includes standards for the protection of electronic PHI, outlined in 45 C.F.R. Part 164, Subpart C, information and system security categorization level designations in accordance with FIPS 199 and FIPS 200 with implementation of all baseline security controls commensurate with the FIPS 199 system security categorization (reference Appendix D of VA Handbook 6500, VA Information Security Program). During the development cycle a Privacy Impact Assessment (PIA) must be completed, provided to the COR, and approved by the VA Privacy Service in accordance with Directive 6507, VA Privacy Impact Assessment.

b. The contractor/subcontractor shall certify to the COR that applications are fully functional and operate correctly as intended on systems using the VA Federal Desktop Core Configuration (FDCC), and the common security configuration guidelines provided by NIST or the VA. This includes Internet Explorer 7 configured to operate on Windows XP and Vista (in Protected Mode on Vista) and future versions, as required.

c. The standard installation, operation, maintenance, updating, and patching of software shall not alter the configuration settings from the VA approved and FDCC configuration. Information technology staff must also use the Windows Installer Service for installation to the default "program files" directory and silently install and uninstall.

d. Applications designed for normal end users shall run in the standard user context without elevated system administration privileges.

e. The security controls must be designed, developed, approved by VA, and implemented in accordance with the provisions of VA security system development life cycle as outlined in NIST Special Publication 800-37, Guide for Applying the Risk Management Framework to Federal Information Systems, VA Handbook 6500, Information Security Program and VA Handbook 6500.5, Incorporating Security and Privacy in System Development Lifecycle.

f. The contractor/subcontractor is required to design, develop, or operate a System of Records Notice (SOR) on individuals to accomplish an agency function subject to the Privacy Act of 1974, (as amended), Public Law 93-579, December 31, 1974 (5 U.S.C. 552a) and applicable agency regulations. Violation of the Privacy Act may involve the imposition of criminal and civil penalties.

g. The contractor/subcontractor agrees to:

(1) Comply with the Privacy Act of 1974 (the Act) and the agency rules and regulations issued under the Act in the design, development, or operation of any system of records on individuals to accomplish an agency function when the contract specifically identifies:

(a) The Systems of Records (SOR); and

(b) The design, development, or operation work that the contractor/subcontractor is to perform;

(1) Include the Privacy Act notification contained in this contract in every solicitation and resulting subcontract and in every subcontract awarded without a solicitation, when the work statement in the proposed subcontract requires the redesign, development, or operation of a SOR on individuals that is subject to the Privacy Act; and

(2) Include this Privacy Act clause, including this subparagraph (3), in all subcontracts awarded under this contract which requires the design, development, or operation of such a SOR.

h. In the event of violations of the Act, a civil action may be brought against the agency involved when the violation concerns the design, development, or operation of a SOR on individuals to accomplish an agency function, and criminal penalties may be imposed upon the officers or employees of the agency when the violation concerns the operation of a SOR on individuals to accomplish an agency function. For purposes of the Act, when the contract is for the operation of a SOR on individuals to accomplish an agency function, the contractor/subcontractor is considered to be an employee of the agency.

(1) "Operation of a System of Records" means performance of any of the activities associated with maintaining the SOR, including the collection, use, maintenance, and dissemination of records.

(2) "Record" means any item, collection, or grouping of information about an individual that is maintained by an agency, including, but not limited to, education, financial transactions, medical history, and criminal or employment history and contains the person's name, or identifying number, symbol, or any other identifying particular assigned to the individual, such as a fingerprint or voiceprint, or a photograph.

(3) "System of Records" means a group of any records under the control of any agency from which information is retrieved by the name of the individual or by some identifying number, symbol, or other identifying particular assigned to the individual.

i. The vendor shall ensure the security of all procured or developed systems and technologies, including their subcomponents (hereinafter referred to as "Systems"), throughout the life of this contract and any extension, warranty, or maintenance periods. This includes, but is not limited to workarounds, patches, hot fixes, upgrades, and any physical components (hereafter referred to as Security Fixes) which may be necessary to fix all security vulnerabilities published or known to the vendor anywhere in the Systems, including Operating Systems and firmware. The vendor shall ensure that Security Fixes shall not negatively impact the Systems.

j. The vendor shall notify VA within 24 hours of the discovery or disclosure of successful exploits of the vulnerability which can compromise the security of the Systems (including the confidentiality or integrity of its data and operations, or the availability of the system). Such issues shall be remediated as quickly as is practical, but in no event longer than 60 days.

k. When the Security Fixes involve installing third party patches (such as Microsoft OS patches or Adobe Acrobat), the vendor will provide written notice to the VA that the patch has been validated as not affecting the Systems within 10 working days. When the vendor is responsible for operations or maintenance of the Systems, they shall apply the Security Fixes within 60 days.

l. All other vulnerabilities shall be remediated as specified in this paragraph in a timely manner based on risk, but within 60 days of discovery or disclosure. Exceptions to this paragraph (e.g. for the convenience of VA) shall only be granted with approval of the contracting officer and the VA Assistant Secretary for Office of Information and Technology.

Information System Hosting, Operation, Maintenance, or Use

a. For information systems that are hosted, operated, maintained, or used on behalf of VA at non-VA facilities, contractors/subcontractors are fully responsible and accountable for ensuring compliance with all HIPAA, Privacy Act, FISMA, NIST, FIPS, and VA security and privacy directives and handbooks. This includes conducting compliant risk assessments, routine vulnerability scanning, system patching and change management procedures, and the completion of an acceptable contingency plan for each system. The contractor's security control procedures must be equivalent, to those procedures used to secure VA systems. A Privacy Impact Assessment (PIA) must also be provided to the COR and approved by VA Privacy Service prior to operational approval. All external Internet connections to VA's network involving VA information must be reviewed and approved by VA prior to implementation.

b. Adequate security controls for collecting, processing, transmitting, and storing of Personally Identifiable Information (PII), as determined by the VA Privacy Service, must be in place, tested, and approved by VA prior to hosting, operation, maintenance, or use of the information system, or systems by or on behalf of VA. These security controls are to be assessed and stated within the PIA and if these controls are determined not to be in place, or inadequate, a Plan of Action and Milestones (POA&M) must be submitted and approved prior to the collection of PII.

c. Outsourcing (contractor facility, contractor equipment or contractor staff) of systems or network operations, telecommunications services, or other managed services requires certification and accreditation (authorization) (C&A) of the contractor's systems in accordance with VA Handbook 6500.3, Certification and Accreditation and/or the VA OCS Certification Program Office. Government-owned (government facility or government equipment) contractor-operated systems, third party or business partner networks require memorandums of understanding and interconnection agreements (MOU-ISA) which detail what data types are

shared, who has access, and the appropriate level of security controls for all systems connected to VA networks.

d. The contractor/subcontractor's system must adhere to all FISMA, FIPS, and NIST standards related to the annual FISMA security controls assessment and review and update the PIA. Any deficiencies noted during this assessment must be provided to the VA contracting officer and the ISO for entry into VA's POA&M management process. The contractor/subcontractor must use VA's POA&M process to document planned remedial actions to address any deficiencies in information security policies, procedures, and practices, and the completion of those activities. Security deficiencies must be corrected within the timeframes approved by the government. Contractor/subcontractor procedures are subject to periodic, unannounced assessments by VA officials, including the VA Office of Inspector General. The physical security aspects associated with contractor/subcontractor activities must also be subject to such assessments. If major changes to the system occur that may affect the privacy or security of the data or the system, the C&A of the system may need to be reviewed, retested and re-authorized per VA Handbook 6500.3. This may require reviewing and updating all of the documentation (PIA, System Security Plan, and Contingency Plan). The Certification Program Office can provide guidance on whether a new C&A would be necessary.

e. The contractor/subcontractor must conduct an annual self assessment on all systems and outsourced services as required. Both hard copy and electronic copies of the assessment must be provided to the COR. The government reserves the right to conduct such an assessment using government personnel or another contractor/subcontractor. The contractor/subcontractor must take appropriate and timely action (this can be specified in the contract) to correct or mitigate any weaknesses discovered during such testing, generally at no additional cost.

f. VA prohibits the installation and use of personally-owned or contractor/subcontractor-owned equipment or software on VA's network. If non-VA owned equipment must be used to fulfill the requirements of a contract, it must be stated in the service agreement, SOW or contract. All of the security controls required for government furnished equipment (GFE) must be utilized in approved other equipment (OE) and must be funded by the owner of the equipment. All remote systems must be equipped with, and use, a VA-approved antivirus (AV) software and a personal (host-based or enclave based) firewall that is configured with a VA-approved configuration. Software must be kept current, including all critical updates and patches. Owners of approved OE are responsible for providing and maintaining the anti-viral software and the firewall on the non-VA owned OE.

g. All electronic storage media used on non-VA leased or non-VA owned IT equipment that is used to store, process, or access VA information must be handled in adherence with VA Handbook 6500.1, Electronic Media Sanitization upon: (i) completion or termination of the contract or (ii) disposal or return of the IT equipment by the contractor/subcontractor or any person acting on behalf of the contractor/subcontractor, whichever is earlier. Media (hard drives, optical disks, CDs, back-up tapes, etc.) used by the contractors/subcontractors that contain VA information must be returned to the VA for sanitization or destruction or the contractor/subcontractor must self-certify that the media has been disposed of per 6500.1 requirements. This must be completed within 30 days of termination of the contract.

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

- (1) Vendor must accept the system without the drive;
- (2) VA's initial medical device purchase includes a spare drive which must be installed in place of the original drive at time of turn-in; or
- (3) VA must reimburse the company for media at a reasonable open market replacement cost at time of purchase.
- (4) Due to the highly specialized and sometimes proprietary hardware and software associated with medical equipment/systems, if it is not possible for the VA to retain the hard drive, then;
 - (a) The equipment vendor must have an existing BAA if the device being traded in has sensitive information stored on it and hard drive(s) from the system are being returned physically intact; and
 - (b) Any fixed hard drive on the device must be non-destructively sanitized to the greatest extent possible without negatively impacting system operation. Selective clearing down to patient data folder level is recommended using VA approved and validated overwriting technologies/methods/tools. Applicable media sanitization specifications need to be pre-approved and described in the purchase order or contract.
 - (c) A statement needs to be signed by the Director (System Owner) that states that the drive could not be removed and that (a) and (b) controls above are in place and completed. The ISO needs to maintain the documentation.

Security Incident Investigation

a. The term "security incident" means an event that has, or could have, resulted in unauthorized access to, loss or damage to VA assets, or sensitive information, or an action the breaches VA security procedures. The contractor/subcontractor shall immediately notify the COR and simultaneously, the designated ISO and Privacy Officer for the contract of any known or suspected security/privacy incidents, or any unauthorized disclosure of sensitive information, including that contained in system(s) to which the contractor/subcontractor has access.

b. To the extent known by the contractor/subcontractor, the contractor/subcontractor's notice to VA shall identify the information involved, the circumstances surrounding the incident (including to whom, how, when, and where the VA information or assets were placed at risk or compromised), and any other information that the contractor/subcontractor considers relevant.

c. With respect to unsecured protected health information, the business associate is deemed to have discovered a data breach when the business associate knew or should have known of a breach of such information. Upon discovery, the business associate must notify the covered

entity of the breach. Notifications need to be made in accordance with the executed business associate agreement.

d. In instances of theft or break-in or other criminal activity, the contractor/subcontractor must concurrently report the incident to the appropriate law enforcement entity (or entities) of jurisdiction, including the VA OIG and Security and Law Enforcement. The contractor, its employees, and its subcontractors and their employees shall cooperate with VA and any law enforcement authority responsible for the investigation and prosecution of any possible criminal law violation(s) associated with any incident. The contractor/subcontractor shall cooperate with VA in any civil litigation to recover VA information, obtain monetary or other compensation from a third party for damages arising from any incident, or obtain injunctive relief against any third party arising from, or related to, the incident.

Security Controls Compliance Testing

On a periodic basis, VA, including the Office of Inspector General, reserves the right to evaluate any or all of the security controls and privacy practices implemented by the contractor under the clauses contained within the contract. With 10 working-day's notice, at the request of the government, the contractor must fully cooperate and assist in a government-sponsored security controls assessment at each location wherein VA information is processed or stored, or information systems are developed, operated, maintained, or used on behalf of VA, including those initiated by the Office of Inspector General. The government may conduct a security control assessment on shorter notice (to include unannounced assessments) as determined by VA in the event of a security incident or at any other time.

Attachment A

Schedule of Deliverables

Note: Flexibility will be given to adjust this schedule of Deliverables, as necessary, but will be at the Government's discretion and IAW Section D of this SOW:

<u>Deliverable No.</u>	<u>Item</u>	<u>Quantity</u>	<u>Delivery Date</u>
One	A Final Directory with multiple indexed lists of documents and their locations by particular Agent Orange related topics.	1	Due by September 27, 2014.
Two	Monthly status reports.	23	First status report due by November 1, 2012, then submitting on the first of the each month after, until September 1, 2014.

Schedule of Deliverables

Note: Flexibility will be given to adjust this schedule of Deliverables, as necessary, but will be at the Government's discretion and IAW Section D of this SOW:

Three	Electronic drafts of the monthly reports with the understanding that they will be continually updated as new material is discovered to ensure completion and delivery of deliverable One.	23	First electronic draft due by November 1, 2012, then submitting on the first of the each month after, until September 1, 2014.
Four	Quarterly Conference Calls with VBA COR regarding Progress.	7	At least 90 calendar days after award and at least every 90 days thereafter.

VBA Contractor Background Investigation Request Worksheet

The following applicant is a Contract employee.

Please complete the following fields on all applicants who have access to VA facilities, systems or privacy data:

Station where applicant will work:

Station Name – City: _____ State: _____ Station #: _____

Station to be billed for clearance:

Station Name – City: Washington State: DC Station #: 101

Please complete the following fields on each Contract Employee:

Applicant Name:

Last: _____ First: _____ Middle: _____
If none (NMN)

SSN: _____ DOB: _____ Email: _____

Place of Birth: City: _____ State: _____ Country: _____

Contractor Occupation: _____

Are you asking for a low risk clearance on a foreign national? Yes: No:

Type of Investigation requested:

BI (High Risk): _____ MBI (Moderate Risk): _____ NACI (Low Risk): _____

Is this a security upgrade to the contract you are currently working? Yes: No:

VA COR: Michael Pharr VA COR Phone: 202-461-9119

VA COR Email: (b)(6)@va.gov

Complete Address: 810 Vermont Avenue, NW

City/State: Washington, DC Zip Code: 20420

Prime Contracting Company Name: _____

Prime Contracting Company POC: _____

POC Phone: _____ POC Email: _____

Complete Address: _____

City/State: _____ Zip Code: _____

Contract Title: _____

Task Order/Contract #: _____

Obligation #: _____

If you are a Sub, what is your Company Name? _____

SECTION D - PACKAGING AND MARKING

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SECTION E - INSPECTION AND ACCEPTANCE

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SECTION F - DELIVERIES OR PERFORMANCE**F.1 52.211-11 LIQUIDATED DAMAGES - SUPPLIES, SERVICES, OR RESEARCH AND DEVELOPMENT (SEPT 2000)**

(a) If the Contractor fails to deliver the supplies or perform the services within the time specified in this contract, the Contractor shall, in place of actual damages, pay to the Government liquidated damages of \$37.50 per calendar day of delay.

(b) If the Government terminates this contract in whole or in part under the Default--Fixed-Price Supply and Service clause, the Contractor is liable for liquidated damages accruing until the Government reasonably obtains delivery or performance of similar supplies or services. These liquidated damages are in addition to excess costs of repurchase under the Termination clause.

(c) The Contractor will not be charged with liquidated damages when the delay in delivery or performance is beyond the control and without the fault or negligence of the Contractor as defined in the Default--Fixed-Price Supply and Service clause in this contract.

(End of Clause)

F.2 DELIVERY SCHEDULE

SEE SOW: SECTION C.

SECTION G - CONTRACT ADMINISTRATION DATA

a. CONTRACTOR: **A.L. Young Consulting Services, INC**

b. GOVERNMENT: Felton Jones, Contracting Officer
Department of Veterans Affairs
VBA Office of Acquisition
1800 G Street, N.W.
Washington, DC 20006

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

[x] 52.232-34, Payment by Electronic Funds Transfer-Other than Central Contractor Registration.

3. CONTRACTOR INVOICING INSTRUCTIONS: Invoices shall be submitted in arrears upon submission of deliverables 2 and 3, on a monthly basis.

a. All invoices must be sent to our Contracting Officer's Representative (COR) for certification:

Contracting Officer's Representative (COR):

Michael Pharr
VBA, Compensation Services
Office: (202) 461-9009
(b)(6)@va.gov

b. Upon receiving the COR's certified copy of your invoice, please mail, via U.S. Postal Service, to the address in block 18a, of the standard form 1449:

Attn: FISCAL Department.
Department of Veterans Affairs
Financial Service Center
P.O. BOX 149971
Austin, TX 78714

A PROPER invoice **MUST** include the following:

- 1) Name and address of the contractor,
- 2) Invoice date and number,
- 3) The **Contract Number: VA-101-12-C-0006,**
- 4) The **IFCAP Purchase Order Number: PO#:** (b)(4)

INVOICES THAT DO NOT COMPLY WITH THESE REQUIREMENTS WILL NOT BE PAID

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1 IT CONTRACT SECURITY

SEE SOW: SECTION C.

PART II - CONTRACT CLAUSES**SECTION I - CONTRACT CLAUSES****I.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)**

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

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

<http://www.va.gov/oamm/oa/ars/policyrcg/vaar/index.cfm>

(End of Clause)

52.202-1	DEFINITIONS	JAN 2012
52.203-3	GRATUITIES	APR 1984
52.203-5	COVENANT AGAINST CONTINGENT FEES	APR 1984
52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	SEP 2006
52.203-7	ANTI-KICKBACK PROCEDURES	OCT 2010
52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	JAN 1997
52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	JAN 1997
52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	OCT 2010
52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER	MAY 2011
52.204-9	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL	JAN 2011
52.204-10	REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS	AUG 2012
52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	DEC 2010
52.209-10	PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS	MAY 2012
52.215-2	AUDIT AND RECORDS--NEGOTIATION	OCT 2010
52.215-8	ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT	OCT 1997
52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS	JAN 2011
52.222-21	PROHIBITION OF SEGREGATED FACILITIES	FEB 1999
52.222-26	EQUAL OPPORTUNITY	MAR 2007

52.222-29	NOTIFICATION OF VISA DENIAL	JUN 2003
52.222-35	EQUAL OPPORTUNITY FOR VETERANS	SEP 2010
52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES	OCT 2010
52.222-37	EMPLOYMENT REPORTS ON VETERANS	SEP 2010
52.222-50	COMBATING TRAFFICKING IN PERSONS	FEB 2009
52.222-54	EMPLOYMENT ELIGIBILITY VERIFICATION	JUL 2012
52.223-5	POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION	MAY 2011
52.223-18	ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING	AUG 2011
52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	JUN 2008
52.227-1	AUTHORIZATION AND CONSENT ALTERNATE I (APR 1984)	DEC 2007
52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	DEC 2007
52.227-11	PATENT RIGHTS--OWNERSHIP BY THE CONTRACTOR	DEC 2007
52.228-5	INSURANCE--WORK ON A GOVERNMENT INSTALLATION	JAN 1997
52.232-2	PAYMENTS UNDER FIXED-PRICE RESEARCH AND DEVELOPMENT CONTRACTS	APR 1984
52.232-17	INTEREST	OCT 2010
52.232-23	ASSIGNMENT OF CLAIMS	JAN 1986
52.232-25	PROMPT PAYMENT	OCT 2008
52.233-1	DISPUTES ALTERNATE I (DEC 1991)	JUL 2002
52.233-3	PROTEST AFTER AWARD	AUG 1996
52.233-4	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM	OCT 2004
52.236-9	PROTECTION OF EXISTING VEGETATION, STRUCTURES, EQUIPMENT, UTILITIES, AND IMPROVEMENTS	APR 1984
52.236-10	OPERATIONS AND STORAGE AREAS	APR 1984
52.237-2	PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION	APR 1984
52.242-13	BANKRUPTCY	JUL 1995
52.243-1	CHANGES--FIXED PRICE ALTERNATE V (APR 1984)	AUG 1987
52.244-2	SUBCONTRACTS	OCT 2010
52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS	DEC 2010
52.246-23	LIMITATION OF LIABILITY	FEB 1997
52.246-25	LIMITATION OF LIABILITY--SERVICES	FEB 1997
52.249-2	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)	APR 2012
52.249-9	DEFAULT (FIXED-PRICE RESEARCH AND DEVELOPMENT)	APR 1984
52.253-1	COMPUTER GENERATED FORMS	JAN 1991
852.203-70	COMMERCIAL ADVERTISING	JAN 2008
852.211-74	LIQUIDATED DAMAGES	JAN 2008

I.2 52.219-28 POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION (APR 2012)

(a) Definitions. As used in this clause-

Long-term contract means a contract of more than five years in duration, including options. However, the term does not include contracts that exceed five years in duration because the period of performance has been extended for a cumulative period not to exceed six months under the clause at 52.217-8, Option to Extend Services, or other appropriate authority.

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 the size standard in paragraph (c) of this clause. Such a concern is "not dominant in its field of operation" when it does not exercise a controlling or major influence on a national basis in a kind of business activity in which a number of business concerns are primarily engaged. In determining whether dominance exists, consideration shall be given to all appropriate factors, including volume of business, number of employees, financial resources, competitive status or position, ownership or control of materials, processes, patents, license agreements, facilities, sales territory, and nature of business activity.

(b) If the Contractor represented that it was a small business concern prior to award of this contract, the Contractor shall rerepresent its size status according to paragraph (e) of this clause or, if applicable, paragraph (g) of this clause, upon the occurrence of any of the following:

(1) Within 30 days after execution of a novation agreement or within 30 days after modification of the contract to include this clause, if the novation agreement was executed prior to inclusion of this clause in the contract.

(2) Within 30 days after a merger or acquisition that does not require a novation or within 30 days after modification of the contract to include this clause, if the merger or acquisition occurred prior to inclusion of this clause in the contract.

(3) For long-term contracts-

(i) Within 60 to 120 days prior to the end of the fifth year of the contract; and

(ii) Within 60 to 120 days prior to the date specified in the contract for exercising any option thereafter.

(c) The Contractor shall rerepresent its size status in accordance with the size standard in effect at the time of this rerepresentation that corresponds to the North American Industry Classification System (NAICS) code assigned to this contract. The small business size standard corresponding to this NAICS code can be found at <http://www.sba.gov/content/table-small-business-size-standards>.

(d) The small business size standard for a Contractor providing a product which it does not manufacture itself, for a contract other than a construction or service contract, is 500 employees.

(e) Except as provided in paragraph (g) of this clause, the Contractor shall make the rerepresentation required by paragraph (b) of this clause by validating or updating all its representations in the Online Representations and Certifications Application and its data in the Central Contractor Registration, as

necessary, to ensure that they reflect the Contractor's current status. The Contractor shall notify the contracting office in writing within the timeframes specified in paragraph (b) of this clause that the data have been validated or updated, and provide the date of the validation or update.

(f) If the Contractor represented that it was other than a small business concern prior to award of this contract, the Contractor may, but is not required to, take the actions required by paragraphs (e) or (g) of this clause.

(g) If the Contractor does not have representations and certifications in ORCA, or does not have a representation in ORCA for the NAICS code applicable to this contract, the Contractor is required to complete the following rerepresentation and submit it to the contracting office, along with the contract number and the date on which the rerepresentation was completed:

The Contractor represents that it [] is, [] is not a small business concern under NAICS Code 541620 assigned to contract number VA-101-12-C-0006.

[Contractor to sign and date and insert authorized signer's name and title].

(End of Clause)

L3 52.222-40 NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT (DEC 2010)

(a) During the term of this contract, the Contractor shall post an employee notice, of such size and in such form, and containing such content as prescribed by the Secretary of Labor, in conspicuous places in and about its plants and offices where employees covered by the National Labor Relations Act engage in activities relating to the performance of the contract, including all places where notices to employees are customarily posted both physically and electronically, in the languages employees speak, in accordance with 29 CFR 471.2(d) and (f).

(1) Physical posting of the employee notice shall be in conspicuous places in and about the Contractor's plants and offices so that the notice is prominent and readily seen by employees who are covered by the National Labor Relations Act and engage in activities related to the performance of the contract.

(2) If the Contractor customarily posts notices to employees electronically, then the Contractor shall also post the required notice electronically by displaying prominently, on any Web site that is maintained by the Contractor and is customarily used for notices to employees about terms and conditions of employment, a link to the Department of Labor's Web site that contains the full text of the poster. The link to the Department's Web site, as referenced in (b)(3) of this section, must read, "Important Notice about Employee Rights to Organize and Bargain Collectively with Their Employers."

(b) This required employee notice, printed by the Department of Labor, may be-

(1) Obtained from the Division of Interpretations and Standards, Office of Labor-Management Standards, U.S. Department of Labor, 200 Constitution Avenue, NW., Room N-5609, Washington, DC 20210, (202) 693-0123, or from any field office of the Office of Labor-Management Standards or Office of Federal Contract Compliance Programs;

(2) Provided by the Federal contracting agency if requested;

(3) Downloaded from the Office of Labor-Management Standards Web site at <http://www.dol.gov/olms/regs/compliance/EO13496.htm>; or

(4) Reproduced and used as exact duplicate copies of the Department of Labor's official poster.

(c) The required text of the employee notice referred to in this clause is located at Appendix A, Subpart A, 29 CFR Part 471.

(d) The Contractor shall comply with all provisions of the employee notice and related rules, regulations, and orders of the Secretary of Labor.

(e) In the event that the Contractor does not comply with the requirements set forth in paragraphs (a) through (d) of this clause, this contract may be terminated or suspended in whole or in part, and the Contractor may be suspended or debarred in accordance with 29 CFR 471.14 and subpart 9.4. Such other sanctions or remedies may be imposed as are provided by 29 CFR part 471, which implements Executive Order 13496 or as otherwise provided by law.

(f) Subcontracts.

(1) The Contractor shall include the substance of this clause, including this paragraph (f), in every subcontract that exceeds \$10,000 and will be performed wholly or partially in the United States, unless exempted by the rules, regulations, or orders of the Secretary of Labor issued pursuant to section 3 of Executive Order 13496 of January 30, 2009, so that such provisions will be binding upon each subcontractor.

(2) The Contractor shall not procure supplies or services in a way designed to avoid the applicability of Executive Order 13496 or this clause.

(3) The Contractor shall take such action with respect to any such subcontract as may be directed by the Secretary of Labor as a means of enforcing such provisions, including the imposition of sanctions for noncompliance.

(4) However, if the Contractor becomes involved in litigation with a subcontractor, or is threatened with such involvement, as a result of such direction, the Contractor may request the United States, through the Secretary of Labor, to enter into such litigation to protect the interests of the United States.

(End of Clause)

I.4 VAAR 852.273-76 ELECTRONIC INVOICE SUBMISSION (Interim - October 2008)

(a) To improve the timeliness of payments and lower overall administrative costs, VA strongly encourages contractors to submit invoices using its electronic invoicing system. At present, electronic submission is voluntary and any nominal registration fees will be the responsibility of the contractor. VA intends to mandate electronic invoice submission, subject to completion of the federal rulemaking process. At present, VA is using a 3rd party agent to contact contractors regarding this service. During the voluntary period, contractors interested in registering for the electronic system should contact the VA's Financial Services Center at <http://www.fsc.va.gov/einvoice.asp>.

I.5 VAAR 852.237-70 CONTRACTOR RESPONSIBILITIES (APR 1984)

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

(End of Clause)

I.6 VAAR 852.270-1 REPRESENTATIVES OF CONTRACTING OFFICERS (JAN 2008)

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

(End of Provision)

PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS**SECTION J - LIST OF ATTACHMENTS**ATTACHMENT
NO.NUMBER
PAGES

TITLE

DATE

**UNSOLICITED PROPOSAL
TO THE
UNDER SECRETARY FOR BENEFITS
UNITED STATES DEPARTMENT OF VETERANS AFFAIRS
WASHINGTON DC 20420
Submitted 27 MARCH 2012
COMPILATION AND DIRECTORY OF AGENT ORANGE MATERIALS
IN VARIOUS UNITED STATES NATIONAL ARCHIVES
(Short title: Archival Directory of Agent Orange Documents)
A. L. Young Consulting, Inc.
1810 Tranquility Road, Cheyenne, WY 82009**

SITUATION

During 2011, Professor Alvin L. Young and Mr. Kristian L. Young, under a program managed by the Department of Energy's Oak Ridge Institute for Science and Education (ORISE), assisted the United States Eighth Army (EUSA) in Korea in addressing historical and potential environmental issues related to the use of the tactical herbicides "Agent Orange" and "Agent Blue" in Korea in 1968. Although the Department of Veterans Affairs had published a Final Rule (38 CFR Parts 3, 7, and 21) "*Herbicide Exposure and Veterans With Covered Service in Korea*", many questions were being asked by media and the Korean Ministry of the Environment concerning allegations that claimed Agent Orange was also extensively used beyond the Korean Demilitarized Zone (DMZ) and even buried in South Korea. What were missing were answers to the key questions of where did the tactical herbicides come from, how did they arrive in Korea, were they used only on the Korean DMZ, were our military units responsible for spraying the tactical herbicides, and what happened to any excess herbicides or the empty drums? To answer these questions, A.L. Young Consulting, Inc. initiated an exhaustive search of the records in the National Archives, especially the National Archives (NARA) in College Park and the Washington National Records Center (WNRC) in Suitland, Maryland. Our efforts were successful in finding many historical documents

related to the shipping, use, and applications of Agents Orange and Blue for the Korean DMZ. We subsequently prepared the report: “**Historical Review of the 1968 Project to Spray Tactical Herbicides on the Korean DMZ**” (attached). After successfully locating and reproducing the appropriate records for the Eighth Army, it became apparent that there was a critical need:

- To identify the various archives that store Agent Orange related records/documents;
- To identify the series within the archives where relevant documents may be found;
- To compile a list of the boxes holding the documents that house the series;
- To examine the file folders within those boxes, and identify and compile a list of the contents within the folders;
- To develop a directory where specific topics can be rapidly located and documents retrieved; and
- That when the Department of Veterans Affairs is required to make policy decisions as to herbicide exposure and veterans outside Vietnam, it can be assured that the records retained in the National Archives have been thoroughly searched, documented and indexed.

This project is intended to meet the critical need of identifying the various archives that store Agent Orange related records and documents, and to prepare a Directory and Index of those records. We believe that the pertinent records exist because the 1979 litigation against the US Government and the Chemical Companies required that all Agent Orange related records from all military and other governmental agencies be retained. Although the historical records in the archives may belong to the Department of Defense, the Department of Justice, and other Federal agencies, the actual need for these records is with the Under Secretary for Benefits, the Department of Veterans Affairs.

BACKGROUND

Dr. Young was assigned to the Veterans Administration’s Agent Orange Office as a military officer from 1981 to 1983, a time when the Department was making key decisions on how this government was going to deal with the issue of Agent Orange and our Vietnam veterans. He was instrumental in assisting the Agency in establishing the **Agent Orange Registry**, the **Agent Orange Review**, and in implementing a research program on the Vietnam veteran. He testified before

Congressional Committees in support of the need for a comprehensive resolution of the Agent Orange Controversy based on the scientific efforts of the Agent Orange Working Group. The Agent Orange Act of 1991 was implemented and has required the Department to respond to the millions of veterans who served in Vietnam and their allegations that their health has been impacted by exposure to Agent Orange and other tactical herbicides. However, the list of veterans seeking health care and presumptive compensation has rapidly expanded in the past years. In the last ten years, various countries and the US Department of Veterans Affairs (DVA) have requested information from the US Department of Defense (DoD) on the storage, use, and disposal of Agent Orange as it relates to the potential exposure to it by former military and civilian personnel. The DoD responded by doing a cursory review of records, and publishing in December 2006 **“The History of the US Department of Defense Programs for the Testing, Evaluation, and Storage of Tactical Herbicides.”** The publication of that Report resulted in a demand for more information on the identified sites, and it has also initiated new allegations that the Department of Defense failed to document all of the sites where veterans could have been exposed to Agent Orange and other tactical herbicides. That report did document the tests and evaluations of Agent Orange in the United States in the mid 1960s. This has resulted in veterans who never served outside the United States to apply to DVA for benefits.

The allegations now involve veterans who claimed they were exposed to Agent Orange in Canada, Guam, Okinawa, Panama, Thailand, Cambodia, Puerto Rico, the Philippines, and elsewhere in Korea besides the Korean DMZ. In addition, this list now must include the sites in the United States where the US Army Chemical Corps conducted its experimental research on tactical herbicides at nine different military installations including the testing of the spray-equipment used in Vietnam at Eglin Air Force Base, Florida.

Individually, veterans have had to turn to the US Army Joint Services Records Research Center (CURR), but the mission of this Center is to provide documented information to support veterans' involvement in stressful incidents while serving in the US military, e.g., combat “stressor” that might have caused PTSD. The Center does not provide general historical documentation or copies of records for large periods of time without specific incidents. It is also not the mission of CURR to document whether an individual was present at a time or place where Agent Orange was used or stored.

Repeatedly, the DVA has responded to veteran inquiries by stating that the VA does not have access to documents to confirm exposure to Agent Orange or other tactical herbicides. Veterans are told that they must obtain the records on their own from the National Archives and Records Administration in College Park, Maryland, and from other sources. This is an extraordinarily difficult process

because only a small portion of the Agent Orange records can be accessed by veterans; the remaining records are not available to the public because they are located in strictly controlled-access archives.

Need for a Directory

Presently there exist vast amounts of information regarding the tactical herbicide “Agent Orange”. Although there are thousands of websites and veteran blogs on the Internet and hundreds of quasi-scientific publications on Agent Orange, much of this information consists of allegations, and historical inaccuracies. When a US government agency or a foreign government is faced with an allegation related to the use, application, removal or storage of Agents Orange, Blue or White they are typically left with contacting the US Department of Defense to determine if the allegation is true or not, and the outcome depends on whether the Department can readily access and provide a timely search of the massive number of documents available (>5,000 boxes) of archival records that the United States Government has archived in the 60 years since the first significant evaluation of tactical herbicides in 1952. Generally, DoD’s response has been that it is not aware of any available records to support or deny the allegation because it has not conducted a search of the archival records. Currently, this vast amount of archival material exists at least at seven locations in the United States, and there is no index or directory to assist in finding relevant documents. The failure to provide documentation to confirm or reject the allegation has resulted in the media and public accepting the allegation without confirmation.

Although the Department presumes exposure for Vietnam veterans and US Korean veterans, this is not the case for veterans potentially exposed outside of Vietnam or Korea. For these cases, the Department of Veterans Affairs has been placed in a very difficult position, because without appropriate record identification, the Department has had to rely upon minimal documentation, and often only on the unsubstantiated documentation, to determine the validity of the veteran’s claim. Clearly, it would have been beneficial to all parties to have had all the available records related to the allegation or incident.

Thus, there is a critical need for a comprehensive directory comprising of an index of the massive amount of archival material related to Agent Orange and the other tactical herbicides. A searchable and publishable document would provide a cataloging and indexing of the full range of various documents in the seven archival locations all relating to the history of development, use, experimental application, military use, termination, storage, final destruction, and the extensive scientific studies related to Agent Orange and the other tactical herbicides.

The current information about Agent Orange and its history is dispersed over multiple facilities spread across the United States. A searchable and publishable ‘Archival Directory of Agent Orange Documents’ would assist in reducing time

and human and financial resources spent on answering public, other Departmental (e.g., the Department of State) and Congressional questions related to the history and use of Agent Orange. Currently, a potential researcher is lost when considering where to start looking for an answer involving a reporter's, a citizen's or a veteran's question or allegation. This Directory would also serve as a resource to current and future seekers of information regarding the tactical herbicides and their history.

National Archives Known to Contain Agent Orange Related Records

To achieve the project's goal of developing a Directory, it will require an investigator to travel to and spend significant time in the various facilities that serve as repository to portions of the Agent Orange records. The location of the archives and potential record holdings include:

- The National Archives (NARA) in College Park (Repository for Records of Headquarters USAF/Air Staff) (an estimated 500 boxes);
- The Washington National Records Center (WNRC), Suitland, Maryland (Repository for many primary collections from all agencies, an estimated 2,500 boxes),
- The Air Force Historical Research Agency, Maxwell Air Force Base, Montgomery, Alabama (Repository for Air Force historical records on Operation RANCH HAND, an estimated 1,000 boxes);
- The Wright-Patterson Air Force Base, Office of History, Columbus, Ohio (Repository for historical records on the procurement, maintenance, and disposal of Herbicide Orange, an estimated 100 boxes);
- The National Archives at Atlanta, Georgia (Repository for the research records of the CDC Studies on Agent Orange, and records on the tests and evaluations of the tactical herbicides at Eglin Air Force Base, Florida (an estimated 1,000 boxes).
- The US Army Center of Military History, Fort McNair, Washington, DC (Repository for records related to the Army Chemical Corps use of tactical herbicides; and the use of herbicides by the Army Corps of Engineers, no estimate of number of boxes); and,

- The Vietnam Center, Texas Tech University, Lubbock, Texas (Repository of wide range of records related to Tactical Air Controllers and other military units use of the tactical herbicides, no estimate of number of boxes).

In addition, there are records at the National Agricultural Library, the Technical Libraries at Eglin AFB, Dugway Proving Grounds, Utah, and Fort Detrick, Maryland, the Offices of History at Bolling AFB, DC, and Hickam AFB, Hawaii.

Evaluation of the Records

In providing assistance to the US Eighth Army, Kristian Young spent more than 140 hours conducting a cursory examination of 350 boxes of Agent Orange records at the National Archives in College Park, Maryland, and the Washington National Records Center at Suitland, Maryland. The following "Mock Directory" would be the product that would comprise a Final Directory.

*****MOCKDIRECTORY*****

US National Archives and Records Administration
 College Park, MD

Records Group 999

Records of HQ US Air Force (Air Staff)

Office of the Judge Advocate General

General Records Pertaining to Agent Orange Product Liability Litigation

RG No. 999 Stack 111 Row 20 Compartment 35 → Shelf 5 →

Box 1

- II-C Drum Disposal
 - Sampling No.'s of samples at Gulfport Aug 71—Oct.75; Shipment for Research purposes 17 Oct 73; Sampling NCBC 12 Aug 74 (Copied by Vecera); OH Reports by Merrill, 28 June 74, OH Analyses, Tiernan, 21 Jan 74,
- II-D Incineration at Sea (Operation PACER HO/Ocean Contamination)
 - Dioxin with Ref." Rowe & Gehring/Midland, MI 48640; "Toxicology of Dioxins" VK Rowe, etc. HHRDC Studies; Studies on Dioxin, Various Analyses of Dioxin Contamination, Various Presentations, Reports, early 70's; Incineration studies by Dow Chemical; Levels Dioxin reported by ARL 1977 (copied by Meffert)
- Non-Vietnam Use of Herbicide
 - Korea, Message from SAAMA authorizing shipment from Port of Saigon to Inchon; Buckner Report on Use of Herbicides Orange and Blue on Korean DMZ.
 - Okinawa, AFPCB Approved Shipment of 2,4,5-T;
 - Thailand, Use of Purple, Pink and Orange on Phan Buri Calibration Grid, 1964.
- II-B-4 EHL Monitoring Johnston Island
 - Abstracts: Degradation TCDD, etc.; Photodecomposition articles in Agricultural Food Chemistry, 1972; and, Insoluble in Water article by Crosby/Wong, 1973

- Analytical Laboratory Studies of NCBC, Gulfport, MS
 - Various Analyses of Dioxin Contamination at NCBC, Various Presentations by OEHL; Trip Reports to NCBC, during 1970s.
 - 2.3 million gallon stock; Correspondence NCBC: problem-solving task force sent because of number of problems; outcome—team replaced. Memo—discrepancy on HO Drum count May—June 1977
-

The final product would be a full accounting of the items within all files and boxes related to Agent Orange that are obtainable by the primary project researcher and will be amendable as further information is discovered, obtained or made available. The next step in adding to the Directory will be the compilation of key subject areas related to Agent Orange. For example where are the records found for: the test and evaluations of the spray equipment used in Vietnam and the subsequent ecological studies that were conducted at Eglin AFB, Florida by military personnel; Operation RANCH HAND (the spraying of Agent Orange and other tactical herbicides in Southeast Asia); Operation PACER HO (the disposal of Agent Orange); Operation PACER IVY (the re-drumming of Agent Orange prior to shipment from Vietnam to Johnston Island; the destruction of Agent Orange by the *M/T Vulcanus* in 1977, the storage and cleanup of the Naval Construction Battalion Center, Gulfport, Mississippi by military personnel; the storage and cleanup of Johnston Island, Central Pacific Ocean by military personnel; the Test and Evaluations Programs conducted by Fort Detrick; the Use of Tactical Herbicides on the Demilitarized Zone in Korea in 1968; the cleanup of the UC-123s before returning to the United States and the Air Force Reserves; the collection of samples and analytical studies by Wright State University and military personnel; the field studies of Agent Orange conducted in Kansas and in Oregon; the field tests conducted in Puerto Rico, Hawaii, Canada, and Thailand, Records of the Workshops conducted in Vietnam in 2005 and 2007, etc. The efforts to identify the topics and assist in compiling a list of where the appropriate records are located will be the responsibility of Dr. Alvin L. Young, who will provide oversight of the project. Dr. Young will also be providing an overview of the history to ensure that the most complete telling of the Agent Orange story (that is substantiated by the archival records) is detailed in the documents indexed in the archive directory.

REQUIRED EXPERTISE

The Principal Archival Researcher (a former ORISE Post Graduate Researcher), Kristian L. Young, has eleven years of research experience directly related to projects concerning Agent Orange and its history. He has assisted in the primary research and evaluation of information related to the publication of the 2009 book: **The History, Use, Disposition and Environmental Fate of Agent Orange**, by

Dr. Alvin L. Young. He also assisted in the preparation of the Workshops in Vietnam and in Korea. The Principal Researcher holds a BA in Political Science and an MA in International Relations. He has considerable experience in working with the National Archives. From August through October 2011, Kristian Young spent more than 140 hours conducting a cursory examination of 350 boxes of Agent Orange records at the National Archives in College Park, Maryland, and the Washington National Records Center at Suitland, Maryland in the successful search for records related to the use of Agent Orange in Korea.

The efforts to help identify the topics and assist in compiling a list of where the appropriate records are located will be the responsibility of Dr. Alvin L. Young. Dr. Young will provide oversight of the project and will be responsible for preparing the final reports that answer the questions of concern by the various components of the Department of Veterans Affairs.

For more than 40 years, Dr. Young has collected documents, reports, and photographs of the use of Agent Orange and other herbicides used in the Vietnam Conflict. He has published four books and more than 70 peer reviewed publications, editorials and commentaries on the herbicides (and the associated dioxin contaminant) used in Vietnam. In 2006, at the request of the Department of Defense, Dr. Young prepared the report: **“The History of the US Department of Defense Programs for the Testing, Evaluation, and Storage of Tactical Herbicides.”** He completed his Ph.D. in Herbicide Physiology and Environmental Toxicology at Kansas State University in 1968. He began his Air Force career as a Project Scientist with the United States Air Force in 1968, evaluating both the dissemination characteristics of the Air Force aircraft and the fate of the herbicides used in South Vietnam. In his 21 years with the Air Force (obtaining the rank of Colonel), he was involved with all phases of the Agent Orange Controversy, from test and evaluation of equipment to environmental fate and health impacts. During his years as associate professor at the United States Air Force Academy (1971-1977), at Colorado Springs, Colorado, he conducted studies on the environmental fate of TCDD including studies on the biodegradation of massive quantities of Agent Orange. From 1977-1983, Dr. Young was affiliated with the Epidemiology Division of the School of Aerospace Medicine, Brooks AFB, Texas, and the Environmental Epidemiology Unit of the Department of Veterans Affairs, Washington, D.C. From 1983 through 1988, Dr. Young was assigned to the Office of Science and Technology Policy (OSTP), Executive Office of the President. He represented OSTP on the President’s Domestic Council’s Agent Orange Working Group. Following assignments as a Science Advisor to the Secretary of Agriculture and Secretary of Energy, he was Visiting Professor at the University of Oklahoma.

Timetable

The proposed time for completion of the project is 24 months; beginning as soon as funding is available. The Principal Researcher is willing to devote his efforts over the next two years on this project which will require extensive travel in order to examine and record the contents of the Agent Orange related documents primarily in the seven identified archives as well as secondary locations and any others that become known and available during the timetable of the project. In addition, the Principal Researcher will construct a progressive draft directory by adding the information obtained from each archival visit.

(b)(4)



(b)(4)

SOLE SOURCE:

The Project Director, Professor Doctor Alvin L. Young provides a unique service having more than 40 years of experience in various agencies of the United States government (including DVA), and in researching, and publishing on all aspects of the issues associated with Agent Orange. He is recognized as the world's expert on issues associated with Agent Orange, including its use in Vietnam, its environmental and human impact, and its final disposition. His collection of more 5,000 documents on Agent Orange is now a Special Collection at the National Agricultural Library at Bethesda, Maryland. He has served as the Senior Consultant on Agent Orange for the United States Department of Defense.

A.L.YOUNG, CONSULTING, INC. is a veteran-owned company incorporated under Wyoming statutes in 2003. The primary focus of the company is consulting on the topics of Agent Orange, its associated dioxin contaminant, and the development of pesticides for military use. The research and scientific consulting activities are the responsibility of Professor Doctor Alvin L. Young (youngrisk@aol.com). Kristian L. Young, MA, BA is the Principal Researcher and Gaela M. Young (gmarieyng@gmail.com) is the Business Manager and Administrative Specialist for the Company. The Company has provided consultative support to the United Department of Defense, the United States Department of Justice, the United States Army Environmental Center, the United States Army Corps of Engineers, the United States Eighth Army in Korea, The Dow Chemical Company, Monsanto Company, and the United States Soybean Board.

Attached:

Historical Review of the 1968 Project to Spray Tactical Herbicides on the Korean DMZ, 30 November 2011, a report prepared by A. L. Young Consulting, Inc. the for Eighth United States Army, Republic of Korea

Review of Unsolicited Agent Orange Related Proposal from Alvin L. Young

Author's Experience and Proposal

Alvin L. Young is the leading expert on the historical development, testing, and use of Vietnam era tactical herbicide agents, collectively known as "Agent Orange" and currently described at 38 U.S.C. § 1116(f) and 38 CFR § 3.307(a)(6). He worked on tactical herbicide projects as a scientist for the US Air Force during the Vietnam era; holds a PhD in Herbicide Physiology and Environmental Toxicology; has written numerous scientific books and articles on herbicides; has conducted herbicide related research for governmental agencies, including the Department of Veterans Affairs (VA) Environmental Epidemiology Unit in the 1980s; and currently owns a consulting firm specializing in Agent Orange related topics. He is also author of the 2006 *History of the US Department of Defense Programs for the Testing, Evaluation, and Storage of Tactical Herbicides*, which is used by VA's Compensation Service when evaluating the

merits of Veteran's claims for Agent Orange exposure outside Vietnam, which are received from VA regional offices through the Agent Orange Mailbox. It is clear from his background that he is eminently qualified to conduct the proposed activity.

Dr. Young, with assistance from his principal researcher, Kristina L. Young, proposes to search for, identify, and catalog all available government documents related to Agent Orange held by the National Archives and Records Administration and other government repository systems. These systems contain all such documents that are available as the result of a 1979 Agent Orange related class action lawsuit court order. He is requesting payment of \$600,000 for a two-year project that will produce an "Agent Orange Directory and Index." He believes this fee is justified based on the fact that these documents consist of at least 100,000 pages, in more than 5,000 boxes, and are stored at multiple locations, including the National Archives at College Park, MD, the Washington National Records Center, Suitland, MD, and the Archives in Atlanta, GA and Montgomery, AL. In addition to this cataloging effort, Dr. Young would gather together relevant documents on specific Agent Orange related topics, geographic locations, or incidents and prepare summary reports, similar to the one he recently produced for the US 8th Army in Korea. He has provided a detailed outline of research and travel expenses justifying his requested fee and a "mock directory" illustrating the index format.

Dr. Young thinks that his proposed Agent Orange Directory and Index would be valuable for VA as a means to assist with resolving individual disability claims based on alleged exposure. It would provide access to all available Agent Orange related documents on a particular geographic location or incident. With such documentary evidence, claims could be resolved with greater assurance that all has been done to assist the Veteran claimant. Dr. Young points out that VA's current procedures for adjudicating these claims relies primarily on incomplete information provided by the Department of Defense (DoD), which, in general, has been obtained from Dr. Young himself. The proposed directory and index would provide the most complete information available. Additionally, Dr. Young thinks the annotated reports he would produce on specific locations or incidents would serve to address unsupported media allegations of Agent Orange use at these locations and government "cover-ups" and serve to limit the public's acceptance of such allegations.

Potential Benefits for VA and Veterans

Under current VA policy, when a disability claim based on Agent Orange exposure outside Vietnam or the Korean DMZ is received by a regional office, a description of the exposure is forwarded to the Compensation Service Agent Orange Mailbox. The location and circumstances of exposure are then evaluated based on information provided by DoD and a response is sent back to the regional office regarding whether or not the DoD evidence can support the claimed exposure. If not, then the regional office is instructed to send a request to DoD's Army and Joint Services Records Research Center (JSRRC) for any supporting evidence it can supply. The initial Agent Orange Mailbox review is based primarily on the 2006 *History of the US Department of Defense Programs for the Testing, Evaluation, and Storage of Tactical Herbicides*, which was produced for DoD by Dr. Young. The subsequent JSRRC review is conducted based on military unit records, which, as Dr. Young points out, are general records, not specific Agent Orange related documents.

Based on this current procedure, the question arises as to whether Dr. Young's proposal would benefit VA and the Veteran community.

Agent Orange has always been a contentious topic, with two main threads of controversy. One relates to potential exposure locations and the other to potential long-term health effects. The issue of potential exposure locations is of primary concern for Compensation Service. A presumption of exposure has already been established for Vietnam Veterans through the Agent Orange Act of 1991 and recent VA

regulations have extended that presumption to certain Veterans with service on the Korean DMZ during the Vietnam era. However, Compensation Service receives a continuous flow of Agent Orange exposure claims from Veterans, forwarded by regional offices, based on service in other locations worldwide. The usual Compensation Service response is that there is insufficient evidence to support the claim and this is generally confirmed by the JSRRC response. If Dr. Young's proposed directory and index were available, it would enhance VA's duty to assist by providing a more complete response to these claims, with citations to specific documents for the claimed location. Such authoritative responses may prove more satisfactory to Veteran claimants and their representatives and could reduce the appeal rate. Additionally, if the documents in this directory could be copied, digitalized, and made available electronically to regional offices, Agent Orange related claims might be resolved locally without the need for Compensation Service or JSRRC input and processing timeliness could be improved.

Mr. Young has also proposed to collect documents on specific geographic locations and produce annotated reports on the use or non-use of Agent Orange at those locations. Compensation Service receives numerous claims of exposure from a range of locations worldwide. Specific reports on such areas could supplement the responses to individual Veteran claimants. More importantly, these reports could be used to counter unsubstantiated news media and Internet stories of Agent Orange "cover-ups." Over the past year, Compensation Service has been approached by representatives of the governments of Korea and Japan because of their concern over media stories of Agent Orange use in Korea outside the DMZ and on the Japanese island of Okinawa. These stories have alleged US government cover-ups of Agent Orange use based on accusations from Veterans who served in these locations and from media disclosures of VA disability decisions granting service connection for Agent Orange exposure at these locations. A thoroughly researched and annotated report on such locations could be extremely useful to counter media stories with documented factual information. These reports could be made available to concerned foreign governments as well as those in the Veteran community willing to accept documentary evidence over anecdotal accusations.

Along with his proposal, Dr. Young has provided an example of the type of location or area report he would produce for VA. His example is a recent report for the US 8th Army in Korea, produced as a means to address allegations by Veterans who served in Korea during 1978 that they buried numerous drums of Agent Orange at Camp Carroll. This base was not on the Korean DMZ and, therefore, the allegations resulted in much attention from the Korean news media and much concern among the people of Korea. Along with no residual chemical evidence of Agent Orange at this site, Dr. Young's thorough report provided evidence from herbicide supply manifests, herbicide use directives, after action reports, and other documents, that Agent Orange use in Korea was strictly limited to the DMZ and only applied during 1968. Reports of this type would be valuable for numerous foreign and domestic locations such as Guam, Okinawa, the Philippines, Panama, Puerto Rico, Hawaii, Johnston Island, Eglin AFB, Edgewood Arsenal, Fort Detrick, etc., where exposure to Agent Orange is alleged by many Veterans. Additionally, Mr. Young's reviews and scientific experience would be valuable for other incidents of claimed Agent Orange exposure that VA must address. This would include the recent claims of "secondary" or "remote" exposure from Veterans who flew stateside aboard C-123 aircraft that were formerly used to spray Agent Orange in Vietnam during Operation Ranch Hand. The issue here is the exposure bioavailability for humans of Agent Orange residue that is remote in time and place from its original use. Dr. Young's knowledge of, and contribution to, relevant scientific investigations could assist with developing a sound VA policy on this issue.

In summary, Dr. Young's proposal has the potential to assist VA with the resolution of many Agent Orange related issues. These issues are of great concern to the Veteran community, especially to Veterans of the Vietnam era. He is an acknowledged scientific leader in the field, which implies neutrality and expertise that would lend credibility to his work and to any VA policies that evolve from it. He has the ability to consolidate all available documents on Agent Orange into a single database for use

by VA. Details of the project would need to be worked out and the reasonableness of his fee considered. However, if not done now by Dr. Young, then when and by whom?

(b)(5); (b)(6)

PART IV - REPRESENTATIONS AND INSTRUCTIONS**SECTION K - REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS**

See attached document SAM CCR.

K.1 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

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

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

<http://www.va.gov/oamm/oa/ars/policyreg/vaar/index.cfm>

(End of Provision)

FAR NUMBER	TITLE	DATE
52.203-11	CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	SEP 2007
52.222-38	COMPLIANCE WITH VETERANS' EMPLOYMENT REPORTING REQUIREMENTS	SEP 2010
52.225-25	PROHIBITION ON CONTRACTING WITH ENTITIES ENGAGING IN SANCTIONED ACTIVITIES RELATING TO IRAN-- REPRESENTATION AND CERTIFICATION	NOV 2011

K.2 52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (MAY 2012)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 541620.

(2) The small business size standard is .

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b)(1) If the clause at 52.204-7, Central Contractor Registration, is included in this solicitation, paragraph (d) of this provision applies.

(2) If the clause at 52.204-7 is not included in this solicitation, and the offeror is currently registered in CCR, and has completed the ORCA electronically, the offeror may choose to use paragraph (d) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:

☒ (i) Paragraph (d) applies.

☐ (ii) Paragraph (d) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

(c)(1) The following representations or certifications in ORCA are applicable to this solicitation as indicated:

(i) 52.203-2, Certificate of Independent Price Determination. This provision applies to solicitations when a firm-fixed-price contract or fixed-price contract with economic price adjustment is contemplated, unless--

(A) The acquisition is to be made under the simplified acquisition procedures in Part 13;

(B) The solicitation is a request for technical proposals under two-step sealed bidding procedures; or

(C) The solicitation is for utility services for which rates are set by law or regulation.

(ii) 52.203-11, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. This provision applies to solicitations expected to exceed \$150,000.

(iii) 52.204-3, Taxpayer Identification. This provision applies to solicitations that do not include the clause at 52.204-7, Central Contractor Registration.

(iv) 52.204-5, Women-Owned Business (Other Than Small Business). This provision applies to solicitations that--

(A) Are not set aside for small business concerns;

(B) Exceed the simplified acquisition threshold; and

(C) Are for contracts that will be performed in the United States or its outlying areas.

(v) 52.209-2, Prohibition on Contracting with Inverted Domestic Corporations--Representation. This provision applies to solicitations using funds appropriated in fiscal years 2008, 2009, 2010, or 2012.

(vi) 52.209-5, Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.

(vii) 52.214-14, Place of Performance--Sealed Bidding. This provision applies to invitations for bids except those in which the place of performance is specified by the Government.

(viii) 52.215-6, Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.

(ix) 52.219-1, Small Business Program Representations (Basic & Alternate I). This provision applies to solicitations when the contract will be performed in the United States or its outlying areas.

(A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.

(B) The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.

(x) 52.219-2, Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract will be performed in the United States or its outlying areas.

(xi) 52.222-22, Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at 52.222-26, Equal Opportunity.

(xii) 52.222-25, Affirmative Action Compliance. This provision applies to solicitations, other than those for construction, when the solicitation includes the clause at 52.222-26, Equal Opportunity.

(xiii) 52.222-38, Compliance with Veterans' Employment Reporting Requirements. This provision applies to solicitations when it is anticipated the contract award will exceed the simplified acquisition threshold and the contract is not for acquisition of commercial items.

(xiv) 52.223-1, Biobased Product Certification. This provision applies to solicitations that require the delivery or specify the use of USDA-designated items; or include the clause at 52.223-2, Affirmative Procurement of Biobased Products Under Service and Construction Contracts.

(xv) 52.223-4, Recovered Material Certification. This provision applies to solicitations that are for, or specify the use of, EPA-designated items.

(xvi) 52.225-2, Buy American Act Certificate. This provision applies to solicitations containing the clause at 52.225-1.

(xvii) 52.225-4, Buy American Act--Free Trade Agreements--Israeli Trade Act Certificate. (Basic, Alternates I, II, and III.) This provision applies to solicitations containing the clause at 52.225-3.

(A) If the acquisition value is less than \$25,000, the basic provision applies.

(B) If the acquisition value is \$25,000 or more but is less than \$50,000, the provision with its Alternate I applies.

(C) If the acquisition value is \$50,000 or more but is less than \$77,494, the provision with its Alternate II applies.

(D) If the acquisition value is \$77,494 or more but is less than \$100,000, the provision with its Alternate III applies.

(xviii) 52.225-6, Trade Agreements Certificate. This provision applies to solicitations containing the clause at 52.225-5.

(xix) 52.225-20, Prohibition on Conducting Restricted Business Operations in Sudan--Certification. This provision applies to all solicitations.

(xx) 52.225-25, Prohibition on Contracting with Entities Engaging in Sanctioned Activities Relating to Iran--Representation and Certification. This provision applies to all solicitations.

(xxi) 52.226-2, Historically Black College or University and Minority Institution Representation. This provision applies to--

(A) Solicitations for research, studies, supplies, or services of the type normally acquired from higher educational institutions; and

(B) For DoD, NASA, and Coast Guard acquisitions, solicitations that contain the clause at 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns.

(2) The following certifications are applicable as indicated by the Contracting Officer:

☐ (i) 52.219-22, Small Disadvantaged Business Status.

☐ (A) Basic.

☐ (B) Alternate I.

☐ (ii) 52.222-18, Certification Regarding Knowledge of Child Labor for Listed End Products.

☐ (iii) 52.222-48, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment Certification.

☐ (iv) 52.222-52 Exemption from Application of the Service Contract Act to Contracts for Certain Services--Certification.

☐ (v) 52.223-9, with its Alternate I, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (Alternate I only).

☐ (vi) 52.227-6, Royalty Information.

☐ (A) Basic.

☐ (B) Alternate I.

☐ (vii) 52.227-15, Representation of Limited Rights Data and Restricted Computer Software.

(d) The offeror has completed the annual representations and certifications electronically via the Online Representations and Certifications Application (ORCA) website accessed through <https://www.acquisition.gov>. After reviewing the ORCA database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in paragraph (c) of this provision have been entered or updated within 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 the changes identified

(End of Provision)

K.3 52.209-5 CERTIFICATION REGARDING RESPONSIBILITY MATTERS (APR 2010)

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that -

(i) The Offeror and/or any of its Principals -

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

(B) 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 public (Federal, State, or local) 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 (if offeror checks "have," the offeror shall also see 52.209-7, if included in this solicitation);

(C) Are ☐ are not ☒ presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision; and

(D) Have ☐, have not ☒, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied.

(1) Federal taxes are considered delinquent if both of the following criteria apply:

(i) 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.

(ii) 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.

(2) Examples.

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

(ii) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. Sec. 6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is

not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

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

(iv) 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).

(ii) The Offeror has [] has not [X], within a 3-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) Principal, for the purposes of this certification, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a division or business segment; and similar positions).

THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(End of Provision)

K.4 52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS (FEB 2012)

(a) Definitions. As used in this provision--

"Administrative proceeding" means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative Proceedings, Civilian Board of Contract Appeals Proceedings, and Armed Services Board of Contract

Appeals Proceedings). This includes administrative proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include agency actions such as contract audits, site visits, corrective plans, or inspection of deliverables.

"Federal contracts and grants with total value greater than \$10,000,000" means--

(1) The total value of all current, active contracts and grants, including all priced options; and

(2) The total value of all current, active orders including all priced options under indefinite-delivery, indefinite-quantity, 8(a), or requirements contracts (including task and delivery and multiple-award Schedules).

"Principal" means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a division or business segment; and similar positions).

(b) The offeror [] has [] does not have current active Federal contracts and grants with total value greater than \$10,000,000.

(c) If the offeror checked "has" in paragraph (b) of this provision, the offeror represents, by submission of this offer, that the information it has entered in the Federal Awardee Performance and Integrity Information System (FAPIS) is current, accurate, and complete as of the date of submission of this offer with regard to the following information:

(1) Whether the offeror, and/or any of its principals, has or has not, within the last five years, in connection with the award to or performance by the offeror of a Federal contract or grant, been the subject of a proceeding, at the Federal or State level that resulted in any of the following dispositions:

(i) In a criminal proceeding, a conviction.

(ii) In a civil proceeding, a finding of fault and liability that results in the payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more.

(iii) In an administrative proceeding, a finding of fault and liability that results in--

(A) The payment of a monetary fine or penalty of \$5,000 or more; or

(B) The payment of a reimbursement, restitution, or damages in excess of \$100,000.

(iv) In a criminal, civil, or administrative proceeding, a disposition of the matter by consent or compromise with an acknowledgment of fault by the Contractor if the proceeding could have led to any of the outcomes specified in paragraphs (c)(1)(i), (c)(1)(ii), or (c)(1)(iii) of this provision.

(2) If the offeror has been involved in the last five years in any of the occurrences listed in (c)(1) of this provision, whether the offeror has provided the requested information with regard to each occurrence.

(d) The offeror shall post the information in paragraphs (c)(1)(i) through (c)(1)(iv) of this provision in FAPIS as required through maintaining an active registration in the Central Contractor Registration database via <https://www.acquisition.gov> (see 52.204-7).

(End of Provision)

K.5 52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (APR 2012)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is-- 541620.

(2) The small business size standard is .

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) Representations.

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

(2) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents, for general statistical purposes, that it [] is, [X] is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents as part of its offer that it [] is, [X] is not a women-owned small business concern.

(4) Women-owned small business (WOSB) concern eligible under the WOSB Program. [Complete only if the offeror represented itself as a women-owned small business concern in paragraph (b)(3) of this provision.] The offeror represents as part of its offer that--

(i) It [] is, [X] 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, [X] is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (b)(4)(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.

(5) Economically disadvantaged women-owned small business (EDWOSB) concern. [Complete only if the offeror represented itself as a women-owned small business concern eligible under the WOSB Program in (b)(4) of this provision.] The offeror represents as part of its offer that--

(i) It [] is, [X] is not an EDWOSB 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, [X] is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (b)(5)(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.

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

(7) [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(6) of this provision.] The offeror represents as part of its offer that it [] is, [X] is not a service-disabled veteran-owned small business concern.

(8) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents, as part of its offer, that--

(i) It [] is, [X] 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, [X] is not a HUBZone joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (b)(8)(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.

(c) 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 concern eligible under the WOSB Program.

"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 the size standard in paragraph (a) of this provision.

"Veteran-owned small business concern" means a small business concern--

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned 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.

(d) Notice.

(1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a business concern that is small, HUBZone small, small disadvantaged, service-disabled veteran-owned small, economically disadvantaged women-owned small, or women-owned small eligible under the WOSB Program in order to obtain a contract to be awarded under the preference programs established pursuant to section 8, 9, 15, 31, and 36 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall--

(i) Be punished by imposition of fine, imprisonment, or both;

(ii) Be subject to administrative remedies, including suspension and debarment; and

(iii) Be ineligible for participation in programs conducted under the authority of the Act.

(End of Provision)

K.6 52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB 1999)

The offeror represents that--

(a) It ☐ has, ☒ has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; the clause originally contained in Section 310 of Executive Order No. 10925, or the clause contained in Section 201 of Executive Order No. 11114;

(b) It [X] has, [] has not filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

(End of Provision)

K.7 52.222-25 AFFIRMATIVE ACTION COMPLIANCE (APR 1984)

The offeror represents that--

(a) It [] has developed and has on file, [] has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or (b) It [X] has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(End of Provision)

K.8 52.225-20 PROHIBITION ON CONDUCTING RESTRICTED BUSINESS OPERATIONS IN SUDAN--CERTIFICATION (AUG 2009)

(a) Definitions. As used in this provision-- "Business operations" means engaging in commerce in any form, including by acquiring, developing, maintaining, owning, selling, possessing, leasing, or operating equipment, facilities, personnel, products, services, personal property, real property, or any other apparatus of business or commerce.

"Marginalized populations of Sudan" means--

(1) Adversely affected groups in regions authorized to receive assistance under section 8(c) of the Darfur Peace and Accountability Act (Pub. L. 109-344) (50 U.S.C. 1701 note); and

(2) Marginalized areas in Northern Sudan described in section 4(9) of such Act.

"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.

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

(End of Provision)

WAGE DETERMINATION : AGENT ORANGE R&D CONTRACT

WD 05-2103 (Rcv.-12) was first posted on www.wdol.gov on 06/19/2012

REGISTER OF WAGE DETERMINATIONS UNDER | U.S. DEPARTMENT OF LABOR
THE SERVICE CONTRACT ACT | EMPLOYMENT STANDARDS ADMINISTRATION

By direction of the Secretary of Labor | WAGE AND HOUR DIVISION

| WASHINGTON D.C. 20210

|

|

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| Wage Determination No.: 2005-2103

Diane C. Koplewski Division of | Revision No.: 12

Director Wage Determinations| Date Of Revision: 06/13/2012

States: District of Columbia, Maryland, Virginia

Area: District of Columbia Statewide

Maryland Counties of Calvert, Charles, Frederick, Montgomery, Prince

George's, St Mary's

Virginia Counties of Alexandria, Arlington, Fairfax, Falls Church, Fauquier,

King George, Loudoun, Prince William, Stafford

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

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I	15.08	
01012 - Accounting Clerk II	16.92	
01013 - Accounting Clerk III	22.30	
01020 - Administrative Assistant	31.41	
01040 - Court Reporter	21.84	
01051 - Data Entry Operator I	14.38	
01052 - Data Entry Operator II	15.69	
01060 - Dispatcher, Motor Vehicle	17.87	
01070 - Document Preparation Clerk	14.21	
01090 - Duplicating Machine Operator	14.21	
01111 - General Clerk I	14.88	
01112 - General Clerk II	16.24	
01113 - General Clerk III	18.74	

01120 - Housing Referral Assistant	25.29
01141 - Messenger Courier	13.62
01191 - Order Clerk I	15.12
01192 - Order Clerk II	16.50
01261 - Personnel Assistant (Employment) I	18.15
01262 - Personnel Assistant (Employment) II	20.32
01263 - Personnel Assistant (Employment) III	22.65
01270 - Production Control Clerk	22.03
01280 - Receptionist	14.43
01290 - Rental Clerk	16.55
01300 - Scheduler, Maintenance	18.07
01311 - Secretary I	18.07
01312 - Secretary II	20.18
01313 - Secretary III	25.29
01320 - Service Order Dispatcher	16.98
01410 - Supply Technician	28.55
01420 - Survey Worker	20.03
01531 - Travel Clerk I	13.29
01532 - Travel Clerk II	14.36
01533 - Travel Clerk III	15.49
01611 - Word Processor I	15.63
01612 - Word Processor II	17.67
01613 - Word Processor III	19.95
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	25.26
05010 - Automotive Electrician	23.51
05040 - Automotive Glass Installer	22.15
05070 - Automotive Worker	22.15
05110 - Mobile Equipment Servicer	19.04
05130 - Motor Equipment Metal Mechanic	24.78
05160 - Motor Equipment Metal Worker	22.15
05190 - Motor Vehicle Mechanic	24.78
05220 - Motor Vehicle Mechanic Helper	18.49
05250 - Motor Vehicle Upholstery Worker	21.63
05280 - Motor Vehicle Wrecker	22.15
05310 - Painter, Automotive	23.51
05340 - Radiator Repair Specialist	22.15
05370 - Tire Repairer	14.44
05400 - Transmission Repair Specialist	24.78
07000 - Food Preparation And Service Occupations	
07010 - Baker	13.85
07041 - Cook I	12.55
07042 - Cook II	14.60
07070 - Dishwasher	10.11
07130 - Food Service Worker	10.66
07210 - Meat Cutter	18.08
07260 - Waiter/Waitress	9.70
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	19.86
09040 - Furniture Handler	14.06
09080 - Furniture Refinisher	20.23

09090 - Furniture Refinisher Helper	15.52
09110 - Furniture Repairer, Minor	17.94
09130 - Upholsterer	19.86
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	10.54
11060 - Elevator Operator	10.54
11090 - Gardener	17.52
11122 - Housekeeping Aide	11.83
11150 - Janitor	11.83
11210 - Laborer, Grounds Maintenance	13.07
11240 - Maid or Houseman	11.26
11260 - Pruner	11.58
11270 - Tractor Operator	16.04
11330 - Trail Maintenance Worker	13.07
11360 - Window Cleaner	12.85
12000 - Health Occupations	
12010 - Ambulance Driver	20.41
12011 - Breath Alcohol Technician	20.27
12012 - Certified Occupational Therapist Assistant	23.11
12015 - Certified Physical Therapist Assistant	21.43
12020 - Dental Assistant	17.18
12025 - Dental Hygienist	44.75
12030 - EKG Technician	27.67
12035 - Electroneurodiagnostic Technologist	27.67
12040 - Emergency Medical Technician	20.41
12071 - Licensed Practical Nurse I	19.07
12072 - Licensed Practical Nurse II	21.35
12073 - Licensed Practical Nurse III	24.13
12100 - Medical Assistant	15.01
12130 - Medical Laboratory Technician	18.04
12160 - Medical Record Clerk	17.42
12190 - Medical Record Technician	19.50
12195 - Medical Transcriptionist	18.77
12210 - Nuclear Medicine Technologist	37.60
12221 - Nursing Assistant I	10.80
12222 - Nursing Assistant II	12.14
12223 - Nursing Assistant III	13.98
12224 - Nursing Assistant IV	15.69
12235 - Optical Dispenser	20.17
12236 - Optical Technician	15.80
12250 - Pharmacy Technician	18.12
12280 - Phlebotomist	15.69
12305 - Radiologic Technologist	31.11
12311 - Registered Nurse I	27.64
12312 - Registered Nurse II	33.44
12313 - Registered Nurse II, Specialist	33.44
12314 - Registered Nurse III	40.13
12315 - Registered Nurse III, Anesthetist	40.13
12316 - Registered Nurse IV	48.10
12317 - Scheduler (Drug and Alcohol Testing)	21.73
13000 - Information And Arts Occupations	

13011 - Exhibits Specialist I	19.86	
13012 - Exhibits Specialist II	24.61	
13013 - Exhibits Specialist III	30.09	
13041 - Illustrator I	20.48	
13042 - Illustrator II	25.38	
13043 - Illustrator III	31.03	
13047 - Librarian	33.88	
13050 - Library Aide/Clerk	14.21	
13054 - Library Information Technology Systems Administrator		30.60
13058 - Library Technician	19.89	
13061 - Media Specialist I	18.73	
13062 - Media Specialist II	20.95	
13063 - Media Specialist III	23.36	
13071 - Photographer I	16.65	
13072 - Photographer II	18.90	
13073 - Photographer III	23.67	
13074 - Photographer IV	28.65	
13075 - Photographer V	33.76	
13110 - Video Teleconference Technician		20.39
14000 - Information Technology Occupations		
14041 - Computer Operator I	18.92	
14042 - Computer Operator II	21.18	
14043 - Computer Operator III	23.60	
14044 - Computer Operator IV	26.22	
14045 - Computer Operator V	29.05	
14071 - Computer Programmer I	(see 1)	26.36
14072 - Computer Programmer II	(see 1)	
14073 - Computer Programmer III	(see 1)	
14074 - Computer Programmer IV	(see 1)	
14101 - Computer Systems Analyst I	(see 1)	
14102 - Computer Systems Analyst II	(see 1)	
14103 - Computer Systems Analyst III	(see 1)	
14150 - Peripheral Equipment Operator	18.92	
14160 - Personal Computer Support Technician	26.22	
15000 - Instructional Occupations		
15010 - Aircrew Training Devices Instructor (Non-Rated)		36.47
15020 - Aircrew Training Devices Instructor (Rated)		44.06
15030 - Air Crew Training Devices Instructor (Pilot)		52.81
15050 - Computer Based Training Specialist / Instructor		36.47
15060 - Educational Technologist	35.31	
15070 - Flight Instructor (Pilot)	52.81	
15080 - Graphic Artist	26.80	
15090 - Technical Instructor	25.08	
15095 - Technical Instructor/Course Developer		30.67
15110 - Test Proctor	20.20	
15120 - Tutor	20.20	
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations		
16010 - Assembler	9.88	
16030 - Counter Attendant	9.88	
16040 - Dry Cleaner	12.94	

16070 - Finisher, Flatwork, Machine	9.88	
16090 - Presser, Hand	9.88	
16110 - Presser, Machine, Drycleaning	9.88	
16130 - Presser, Machine, Shirts	9.88	
16160 - Presser, Machine, Wearing Apparel, Laundry		9.88
16190 - Sewing Machine Operator	13.78	
16220 - Tailor	14.66	
16250 - Washer, Machine	10.88	
19000 - Machine Tool Operation And Repair Occupations		
19010 - Machine-Tool Operator (Tool Room)		21.14
19040 - Tool And Die Maker	23.38	
21000 - Materials Handling And Packing Occupations		
21020 - Forklift Operator	18.02	
21030 - Material Coordinator	22.03	
21040 - Material Expediter	22.03	
21050 - Material Handling Laborer	13.83	
21071 - Order Filler	15.09	
21080 - Production Line Worker (Food Processing)		18.02
21110 - Shipping Packer	15.09	
21130 - Shipping/Receiving Clerk	15.09	
21140 - Store Worker I	11.72	
21150 - Stock Clerk	16.86	
21210 - Tools And Parts Attendant	18.02	
21410 - Warehouse Specialist	18.02	
23000 - Mechanics And Maintenance And Repair Occupations		
23010 - Aerospace Structural Welder	27.21	
23021 - Aircraft Mechanic I	25.83	
23022 - Aircraft Mechanic II	27.21	
23023 - Aircraft Mechanic III	28.53	
23040 - Aircraft Mechanic Helper	17.54	
23050 - Aircraft, Painter	24.73	
23060 - Aircraft Servicer	19.76	
23080 - Aircraft Worker	21.01	
23110 - Appliance Mechanic	21.75	
23120 - Bicycle Repairer	14.43	
23125 - Cable Splicer	26.02	
23130 - Carpenter, Maintenance	21.40	
23140 - Carpet Layer	20.49	
23160 - Electrician, Maintenance	27.98	
23181 - Electronics Technician Maintenance I		24.94
23182 - Electronics Technician Maintenance II		26.47
23183 - Electronics Technician Maintenance III		27.89
23260 - Fabric Worker	19.13	
23290 - Fire Alarm System Mechanic	22.91	
23310 - Fire Extinguisher Repairer	17.62	
23311 - Fuel Distribution System Mechanic	22.81	
23312 - Fuel Distribution System Operator	19.38	
23370 - General Maintenance Worker	21.43	
23380 - Ground Support Equipment Mechanic		25.83
23381 - Ground Support Equipment Servicer		19.76
23382 - Ground Support Equipment Worker		21.01

23391 - Gunsmith I	17.62	
23392 - Gunsmith II	20.49	
23393 - Gunsmith III	22.91	
23410 - Heating, Ventilation And Air-Conditioning Mechanic		23.89
23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility)		25.17
23430 - Heavy Equipment Mechanic	22.91	
23440 - Heavy Equipment Operator	22.91	
23460 - Instrument Mechanic	22.59	
23465 - Laboratory/Shelter Mechanic	21.75	
23470 - Laborer	14.98	
23510 - Locksmith	21.90	
23530 - Machinery Maintenance Mechanic		23.12
23550 - Machinist, Maintenance	22.91	
23580 - Maintenance Trades Helper	18.27	
23591 - Metrology Technician I	22.59	
23592 - Metrology Technician II	23.80	
23593 - Metrology Technician III	24.96	
23640 - Millwright	28.19	
23710 - Office Appliance Repairer	22.96	
23760 - Painter, Maintenance	21.75	
23790 - Pipefitter, Maintenance	24.63	
23810 - Plumber, Maintenance	22.29	
23820 - Pneudraulic Systems Mechanic		22.91
23850 - Rigger	22.91	
23870 - Scale Mechanic	20.49	
23890 - Sheet-Metal Worker, Maintenance		22.91
23910 - Small Engine Mechanic	20.49	
23931 - Telecommunications Mechanic I	29.95	
23932 - Telecommunications Mechanic II	31.55	
23950 - Telephone Lineman	27.41	
23960 - Welder, Combination, Maintenance		22.91
23965 - Well Driller	22.91	
23970 - Woodcraft Worker	22.91	
23980 - Woodworker	17.62	
24000 - Personal Needs Occupations		
24570 - Child Care Attendant	12.79	
24580 - Child Care Center Clerk	17.77	
24610 - Chore Aide	10.57	
24620 - Family Readiness And Support Services Coordinator		16.90
24630 - Homemaker	18.43	
25000 - Plant And System Operations Occupations		
25010 - Boiler Tender	27.30	
25040 - Sewage Plant Operator	20.84	
25070 - Stationary Engineer	27.30	
25190 - Ventilation Equipment Tender	19.49	
25210 - Water Treatment Plant Operator	20.84	
27000 - Protective Service Occupations		
27004 - Alarm Monitor	20.57	

27007 - Baggage Inspector	12.71
27008 - Corrections Officer	22.80
27010 - Court Security Officer	24.72
27030 - Detection Dog Handler	20.57
27040 - Detention Officer	22.80
27070 - Firefighter	24.63
27101 - Guard I	12.71
27102 - Guard II	20.57
27131 - Police Officer I	26.52
27132 - Police Officer II	29.67
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	13.59
28042 - Carnival Equipment Repairer	14.63
28043 - Carnival Equipment Worker	9.24
28210 - Gate Attendant/Gate Tender	13.01
28310 - Lifeguard	11.59
28350 - Park Attendant (Aide)	14.56
28510 - Recreation Aide/Health Facility Attendant	10.62
28515 - Recreation Specialist	18.04
28630 - Sports Official	11.59
28690 - Swimming Pool Operator	18.21
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	23.13
29020 - Hatch Tender	23.13
29030 - Line Handler	23.13
29041 - Stevedore I	21.31
29042 - Stevedore II	24.24
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	39.92
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	26.84
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	29.56
30021 - Archeological Technician I	20.19
30022 - Archeological Technician II	22.60
30023 - Archeological Technician III	27.98
30030 - Cartographic Technician	27.98
30040 - Civil Engineering Technician	26.41
30061 - Drafter/CAD Operator I	20.19
30062 - Drafter/CAD Operator II	22.60
30063 - Drafter/CAD Operator III	25.19
30064 - Drafter/CAD Operator IV	31.00
30081 - Engineering Technician I	22.92
30082 - Engineering Technician II	25.72
30083 - Engineering Technician III	28.79
30084 - Engineering Technician IV	35.64
30085 - Engineering Technician V	43.61
30086 - Engineering Technician VI	52.76
30090 - Environmental Technician	27.41
30210 - Laboratory Technician	23.38
30240 - Mathematical Technician	28.94
30361 - Paralegal/Legal Assistant I	21.36
30362 - Paralegal/Legal Assistant II	26.47

30363 - Paralegal/Legal Assistant III	32.36	
30364 - Paralegal/Legal Assistant IV	39.16	
30390 - Photo-Optics Technician	27.98	
30461 - Technical Writer I	21.93	
30462 - Technical Writer II	26.84	
30463 - Technical Writer III	32.47	
30491 - Unexploded Ordnance (UXO) Technician I		24.74
30492 - Unexploded Ordnance (UXO) Technician II		29.93
30493 - Unexploded Ordnance (UXO) Technician III		35.88
30494 - Unexploded (UXO) Safety Escort		24.74
30495 - Unexploded (UXO) Sweep Personnel		24.74
30620 - Weather Observer, Combined Upper Air Or	(see 2)	25.19
Surface Programs		
30621 - Weather Observer, Senior	(see 2)	27.98
31000 - Transportation/Mobile Equipment Operation Occupations		
31020 - Bus Aide	14.32	
31030 - Bus Driver	20.85	
31043 - Driver Courier	13.98	
31260 - Parking and Lot Attendant	10.07	
31290 - Shuttle Bus Driver	15.66	
31310 - Taxi Driver	13.98	
31361 - Truckdriver, Light	15.66	
31362 - Truckdriver, Medium	17.90	
31363 - Truckdriver, Heavy	19.18	
31364 - Truckdriver, Tractor-Trailer	19.18	
99000 - Miscellaneous Occupations		
99030 - Cashier	10.03	
99050 - Desk Clerk	11.58	
99095 - Embalmer	23.05	
99251 - Laboratory Animal Caretaker I		11.30
99252 - Laboratory Animal Caretaker II		12.35
99310 - Mortician	31.73	
99410 - Pest Controller	17.69	
99510 - Photofinishing Worker	13.20	
99710 - Recycling Laborer	18.50	
99711 - Recycling Specialist	22.71	
99730 - Refuse Collector	16.40	
99810 - Sales Clerk	12.09	
99820 - School Crossing Guard	13.43	
99830 - Survey Party Chief	21.94	
99831 - Surveying Aide	13.63	
99832 - Surveying Technician	20.85	
99840 - Vending Machine Attendant	14.43	
99841 - Vending Machine Repairer	18.73	
99842 - Vending Machine Repairer Helper	14.43	

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$3.71 per hour or \$148.40 per week or \$643.07 per month

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

HOLIDAYS: A minimum of ten paid holidays per year, New Year's Day, Martin Luther King Jr's Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4174)

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

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

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

- (1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional specifications;
- (2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;
- (3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or

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

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY

PAY: If you

work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am.

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

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

Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving 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:

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).
- 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.