

<b>SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, &amp; 30</b>				1. REQUISITION NO.		PAGE 1 OF 98	
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NO.		5. SOLICITATION NUMBER VA260-15-Q-0485	
6. SOLICITATION ISSUE DATE 04-14-2015		7. FOR SOLICITATION INFORMATION CALL: a. NAME Paul Richardson		b. TELEPHONE NO. (No Collect Calls) 208-429-2016		8. OFFER DUE DATE/LOCAL TIME 04-22-2015 11:00 AM MST	
9. ISSUED BY Department of Veterans Affairs Network Contracting Office 20 960 Broadway Ave Suite 460 Boise ID 83702 CODE 260				10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED OR <input checked="" type="checkbox"/> SET ASIDE: 100 % FOR: <input checked="" type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> EDWOSB <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> 8(A) NAICS: 621999 SIZE STANDARD: \$15 million			
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS Net 30 Days		13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) <input type="checkbox"/>		13b. RATING N/A	
14. METHOD OF SOLICITATION <input checked="" type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP				15. DELIVER TO Department of Veterans Affairs VA Boise Healthcare System 500 West Fort Street, Building 34 Boise ID 83702 CODE 260			
16. ADMINISTERED BY Department of Veterans Affairs Network Contracting Office 20 960 Broadway Ave Suite 460 Boise ID 83702 CODE				17a. CONTRACTOR/OFFEROR CODE FACILITY CODE			
18a. PAYMENT WILL BE MADE BY Department of Veterans Affairs FMS-VA-2(101) Financial Services Center PO Box 149971 Austin TX 78714-9971 PHONE: 512-460-5544 FAX: 512-460-5540				17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER <input type="checkbox"/>			
18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM				19. ITEM NO.			
20. See CONTINUATION Page SCHEDULE OF SUPPLIES/SERVICES				21. QUANTITY			
22. UNIT				23. UNIT PRICE			
24. AMOUNT				25. ACCOUNTING AND APPROPRIATION DATA See CONTINUATION Page			
26. TOTAL AWARD AMOUNT (For Govt. Use Only)				27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA <input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.			
27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4, FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED				28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 1 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED			
29. AWARD OF CONTRACT: REF. _____ OFFER DATED _____ YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN IS ACCEPTED AS TO ITEMS:				30a. SIGNATURE OF OFFEROR/CONTRACTOR			
31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)				30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)			
31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) Mark A. Erickson mark.erickson3@va.gov				30c. DATE SIGNED			
31c. DATE SIGNED				32. AUTHORIZED FOR LOCAL REPRODUCTION PREVIOUS EDITION IS NOT USABLE			

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## SECTION B - CONTINUATION OF SF 1449 BLOCKS

### B.1 CONTRACT ADMINISTRATION DATA

(continuation from Standard Form 1449, block 18A.)

1. Contract Administration: All contract administration matters will be handled by the following individuals:

- a. CONTRACTOR: To Be Determined.
- b. GOVERNMENT: Contracting Officer 00260  
Department of Veterans Affairs  
Network Contracting Office 20  
960 Broadway Ave  
Suite 460  
Boise ID 83702

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

- ☒ 52.232-34, Payment by Electronic Funds Transfer—Other Than System For Award Management, or
- ☐ 52.232-36, Payment by Third Party

3. INVOICES: Invoices shall be submitted in arrears:

- a. Quarterly ☐
- b. Semi-Annually ☐
- c. Other ☒ Monthly

**4.0. GOVERNMENT INVOICING INSTRUCTIONS:** Invoicing shall be in accordance with the requirements of The Department of Veterans Affairs (VA) Financial Services Center (VAFSC). The latest information shall be used for invoicing and payments and may change during the Period of Performance of this acquisition. Invoice requirements are currently as follows: Invoice Number, Invoice Date, Purchase Order Number, Unit Price, Quantity and Unit of Measure, Total Invoice Price, Ship-To Location Name and/or code, Receipt of Goods/ Services, Invoice Payment Terms.

Current Invoicing information is located at <http://www.fsc.va.gov/einvoice.asp>. It states:

4.1. FSC Mandatory Electronic Invoice Submission: The Department of Veterans Affairs published a final rule in the Federal Register on November 27, 2012 to require contractors to submit payment requests in electronic form in order to enhance customer service, departmental productivity, and adoption of innovative information technology, including the appropriate use of commercial best practices. The rule is effective December 27, 2012.

4.2. Vendor Electronic Invoice Submission Methods: Facsimile, e-mail, and scanned documents are not acceptable forms of submission for payment requests. Electronic form means an automated system transmitting information electronically according to the accepted electronic data transmission methods below:

4.3. VA's Electronic Invoice Presentment and Payment System – The FSC uses a third-party contractor, TUNGSTEN NETWORK (formerly OB10), to transition vendors from paper to electronic invoice submission. Please see TUNGSTEN NETWORK contact information below to begin submitting electronic invoices, free of charge. The Department of Veterans Affairs Tungsten Number is: **AAA544240062**.

4.4. A system that conforms to the X12 electronic data interchange (EDI) formats established by the Accredited Standards Center (ASC) chartered by the American National Standards Institute (ANSI).

The X12 EDI Web site (<http://www.x12.org>).

4.5. Vendor e-Invoice Set-Up Information: Please contact TUNGSTEN NETWORK at the phone number or email address listed below to begin submitting your electronic invoices to the VA Financial Services Center for payment processing, free of charge. If you have question about the e-invoicing program or TUNGSTEN NETWORK, please contact the FSC at the phone number or email address listed below:

- a. TUNGSTEN NETWORK e-Invoice Setup Information: 1-877-489-6135;
- b. TUNGSTEN NETWORK e-Invoice email: [VA.Registration@ob10.com](mailto:VA.Registration@ob10.com);
- c. FSC e-Invoice Contact Information: 1-877-353-9791; and
- d. FSC e-invoice email: [vafscchd@va.gov](mailto:vafscchd@va.gov)
- e. For questions, refer to: <http://www.tungsten-network.com/uk/en/veterans-affairs/>
- f. Remittance Address details to transact VA-FSC:

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

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

AMENDMENT NO	DATE

## **B.2 LIMITATIONS ON SUBCONTRACTING-- MONITORING AND COMPLIANCE (JUN 2011)**

This solicitation includes FAR 52.219-14 Limitations on Subcontracting. Accordingly, any contract resulting from this solicitation will include this clause. The contractor is advised in performing contract administration functions, the CO may use the services of a support contractor(s) retained by VA to assist in assessing the contractor's compliance with the limitations on subcontracting or percentage of work performance requirements specified in the clause. To that end, the support contractor(s) may require access to contractor's offices where the contractor's business records or other proprietary data are retained and to review such business records regarding the contractor's compliance with this requirement. All support contractors conducting this review on behalf of VA will be required to sign an "Information Protection and Non-Disclosure and Disclosure of Conflicts of Interest Agreement" to ensure the contractor's business records or other proprietary data reviewed or obtained in the course of assisting the CO in assessing the contractor for compliance are protected to ensure information or data is not improperly disclosed or other impropriety occurs. Furthermore, if VA determines any services the support contractor(s) will perform in assessing compliance are advisory and assistance services as defined in FAR 2.101, Definitions, the support contractor(s) must also enter into an agreement with the contractor to protect proprietary information as required by FAR 9.505-4, obtaining access to proprietary information, paragraph (b). The contractor is required to cooperate fully and make available any records as may be required to enable the CO to assess the contractor's compliance with the limitations on subcontracting or percentage of work performance requirement.

(End of Clause)

## **B.3 SUBCONTRACTING COMMITMENTS--MONITORING AND COMPLIANCE (JUN 2011)**

This solicitation includes VAAR 852.215-70, Service-Disabled Veteran-Owned and Veteran-Owned Small Business Evaluation Factors, and VAAR 852.215-71, Evaluation Factor Commitments. Accordingly, any contract resulting from this solicitation will include these clauses. The contractor is advised in performing contract administration functions, the CO may use the services of a support contractor(s) to assist in assessing contractor compliance with the subcontracting commitments incorporated into the contract. To that end, the support contractor(s) may require access to the contractor's business records or other proprietary data to review such business records regarding contract compliance with this requirement. All support contractors conducting this review on behalf of VA will be required to sign an "Information Protection and Non-Disclosure and Disclosure of Conflicts of Interest Agreement" to ensure the contractor's business records or other proprietary data reviewed or obtained in the course of assisting the CO in assessing the contractor for compliance are protected to ensure information or data is not improperly disclosed or other impropriety occurs. Furthermore, if VA determines any services the support contractor(s) will perform in assessing compliance are advisory and assistance services as defined in FAR 2.101, Definitions, the support contractor(s) must also enter into an agreement with the contractor to protect proprietary information as required by FAR 9.505-4, obtaining access to proprietary information, paragraph (b). The contractor is required to cooperate fully and make available any records as may be required to enable the CO to assess the contractor compliance with the subcontracting commitments.

(End of Clause)

## B.4 PERFORMANCE WORK STATEMENT

### CARDIAC EVENT AND HOLTER MONITORS

#### SERVICES

#### FOR THE

#### BOISE VA MEDICAL FACILITIES

**1.0. INTRODUCTION:** The purpose of this contract is to provide Cardiac Event monitoring and Holter Monitoring services to patients serviced by the Boise VAMC Healthcare System.

**Cardiac Event Monitoring:** The Contractor shall provide all equipment needed for 30 day wireless event monitor testing, either by hospital delivery or direct mail out to patients. The contracted company will provide continuous twenty-four hour physical observation of rhythm strips and immediately inform a representative from the EKG lab or AOD/Emergency department (after hours) to any significant changes as specified by the contractor's qualified healthcare professional.

**Holter Monitoring:** The Contractor shall provide all equipment needed for 24/48 hour Holter monitor testing, either by hospital delivery or direct mail out to patients. The contracted company will provide continuous twenty-four hour physical observation of rhythm strips and immediately inform a representative from the EKG lab or AOD/Emergency department (after hours) to any abnormal Holter results as specified by the contractor's qualified healthcare professional

All issuing and follow up care provided under this contract shall be provided in accordance with all current Joint Commission standards. A Government point of contact (POC) shall be notified if a subcontractor is utilized.

**2.0. VA LOCATIONS:** The following VA medical facilities will be served under the terms and conditions of this contract:

Boise VA Medical Center 500 W. Fort Street Boise, ID 83702	Mt Home CBOC 815 North 6th East Mountain Home, ID 83647
Caldwell CBOC 4521 Thomas Jefferson Street Caldwell, ID 83605	Twin Falls CBOC 260 2nd Avenue East Twin Falls, ID 83301
Salmon CBOC 705 Lena Street Salmon, Idaho 83467	Burns CBOC 271 N Egan Ave Burns, Oregon 97720

The Government reserves the right to add additional VA medical facility sites within the ID VA Healthcare System region as becomes necessary.

**3.0. IMPLEMENTATION/TRANSFER OF SERVICES:** In the event award is made to other than the incumbent contractor, the new contractor shall arrange services ensuring there is no disruption of supplies/services to Veteran beneficiaries. Transition of services to the new contractor shall be completed as soon as possible, but no later than 30 calendar days from the date of award with new contract. If the contractor fails to accomplish the phase-in, the contractor shall be responsible for any duplicate costs the Veteran's Affairs may have to pay the incumbent contractor beyond 30 days.

#### **4.0. DESCRIPTION/REQUIREMENTS:**

##### 4.1 - The Boise VAMC estimates:

**A. Cardiac Event Monitoring:** usage of (340) Three Hundred and Forty Cardiac Event monitors per year by our veteran population. Contractor provided inventory on site at Boise VAMC at all times should be equivocal to (8) eight wireless Event monitors for the Boise VAMC patients and (1) One Wireless Event monitors for each of the rural area CBOC's.

**B. Holter Monitoring:** usage of (275) Two hundred and Seventy-Five Holter monitors per year by our veteran population. Contractor provided inventory on site at Boise VAMC at all times should be equivocal to (6) six Holter monitors [4 – 24 hour and 4 – 48 hour] for the Boise VAMC patients and (1) One Holter monitor for each of the rural area CBOC's.

**C. All Monitors shall:** Comply with industry standards for event monitoring. They shall be of such weight and size as to be user-friendly for our predominantly geriatric population. The monitor shall have a minimum 2-day battery life, using standard size batteries readily available, easily changed, and supplied by the contractor. In addition, there should be an internal back-up battery capable of storing the recorded data. They shall be capable of monitoring heart rates between 30-250 BPM and Event monitors should be able to store at least up to (4) rhythm episode, if unable to transmit, to include both pre and post symptom tracings.

4.1.1 - At the beginning of the contract, and any time there is a change in the equipment, the contractor shall provide on-site training for Boise personnel.

4.1.2 - Contractor shall provide the monitors, which shall be kept on site at the Boise VAMC and distributed by the EKG lab to our more rural Community-Based Outpatient Clinics facilities. The Point Of Contact for the Boise VAMC is Tina Whittington, Health Technicians (208) 422-1000 ext. 7355 or ext. 7432 or Darlene Bair, Cardiology department supervisor (208) 422-1000 ext. 7431. Patients will use the Event monitor for up to 30 days before returning them to the Contractor, or Boise VAMC using a postage-paid return container supplied by the Contractor.

4.1.3 - Additional monitors may be needed during the contract period at times of high usage. In such situations, the Boise VAMC will contact the contractor by phone, fax, or email to request additional monitors. The contractor will provide the requested monitors to the Boise VAMC within 5 business days. When the request is labeled "urgent" or "stat" the Contractor shall mail out monitor package within twenty-four hours of online enrollment.

4.1.4 - Both the patients and Boise VAMC staff shall have toll-free 24 hour/7 day per week telephone access to the contractor's support staff who will supply help in resolving any monitoring problems.

4.1.5 - Upon receipt of a recording, the contractor will review the ECG data and assess the patient's status using patient assessment techniques appropriate for the phone to determine the urgency of the situation. If it is determined to be potentially life-threatening (e.g. sustained tachycardia, significant bradycardia or pauses) then the contractor will contact the patient to accomplish a follow-up transmission and establish if the patient is having symptoms they will then call the Boise VAMC: 1. If during normal office hours (M-F 0730-1630 MST) call the EKG lab at 208-422-1000 ext. 7432/7355. 2. After hours, weekends and



Holidays call the AOD/Emergency department at 208-422-1109. In such situations, the ECG rhythm is to be faxed to the Boise VAMC within 1 hour to 208-422-1319 (regular office hours) or to 208-422-1148 (AOD /emergency department after hours, weekends and holidays). In the event of life threatening dysrhythmias (such as sustained ventricular tachycardia) the Contractor is expected to follow the universal policies in terms of instructing patients to go to the nearest ER or immediately calling 911).

All other transmissions determined to be routine (i.e. not potentially life threatening) are to be uploaded to secure website, emailed or faxed if necessary, within 24 hours of receipt to the Boise VAMC EKG lab (Fax # 208-422-1319).

4.1.6 - Upon enrollment the Contractor will then issue the same replacement monitor within 3-5 business days. At the end of the monitoring period, up to 30 days, the patient will return the monitor to the Contractor or Boise VAMC who in turn will return it to the contractor. All patient supplies shall be included in the contract (e.g. monitor, holder, ECG electrodes, batteries, pre-postage paid shipping container).

**\*\*If Holter monitors are uploaded by the Boise VAMC and maintained on site the contractor inventory on hand shall be as previously stipulated. If Holter monitors are to be uploaded at the Boise VAMC, all equipment, software and training will be supplied by the contractor and must be coordinated with the Boise VAMC IT, Biomed and ISO departments.**

**4.1.7 Cardiac Event Monitoring :** Upon completion of each patient's study period, a detailed summary report will be generate by the Contractors designated medical professionals and sent to the Boise VAMC EKG lab within 24 hours.

**4.1.8 Holter Monitoring:** Upon completion of each patient's study period, monitors will be uploaded by either the Boise VAMC or Contractor whichever is applicable. Holter monitor upload system must allow for data entry of the patient's detailed activity log (diary/journal). A detailed summary report will be generate by the contractors designated medical professionals and downloaded to the secure website within 24 hours of upload.

## **5. Specific Tasks**

### **5.1 Process and Policy Management Control**

5.1.1 - Integration Management Control Planning will be provided to the CCOR- The document will provide the technical and functional activities at the required level for integration of all tasks specified within this PWS. Include productivity and management methods such as quality assurance, progress/status reporting and program reviews and training. Provide the centralized administrative, clerical, documentation and related functions. The plan will be reviewed an updated on a quarterly basis or as requested.

5.1.2 - Contract Management will be provided to the COR - Prepare a Contract Management Plan describing the technical approach, organizational resources and management controls to be employed to meet the cost, performance and schedule requirements throughout Contract execution. Provide a quarterly status, or as requested, to assist with monitoring the quality assurance, progress/status reporting and program reviews applied to this contract.

5.1.3 - The (QASP) quality assurance surveillance program will be monitored by the (COR) contracting officers representative for the Boise VAMC. Ref Section D Quality Assurance Surveillance Plan (QASP)

## 5.2 Patient Enrollment

5.2.1 Online Enrollment - Company will provide means of online enrollment for Monitor patient services. Patient identifiers must include, at a minimum, first and last name, date of birth and phone number. The Boise VAMC will provide this information to the company, along with provisional diagnosis and provider information.

5.2.2 Online Access - Contractor will provide online access to database for primary care providers, EKG lab technologists, and Cardiologists located at the Boise VAMC. Contractor will maintain 99% uptime of their website.

5.2.3 Transmission Responsiveness/Timeliness - Contractor will be able to provide customer service to patients regarding transmissions within (5) five minutes of receiving them. Stat reports are to be available within (1) one hour of download and notification to the contractor of the emergency requirement.

5.2.4 Service Availability in Urgent Situation - Urgent, or “STAT” orders will be addressed, and mailed to patient within 24 hours of order being placed.

5.2.5 Patient Service – Contractor will supply twenty-four hour continuous live patient service availability to answer questions or help with proper monitor usage.

## 5.3 Equipment

5.3.1 Patient Instructions – Contractor will supply complete and clear written instructions included with every monitor.

5.3.2 Equipment Distribution - Contractor will supply the minimum monitors, as outlined in Section 4, for on hand contractor inventory for distribution to clinics within the Boise VAMC and/or application in EKG Lab as well as ability for monitors to be mailed directly to the patient.

5.3.3 Equipment Supplies - Contractor will supply all necessary supplies, cleaned and reset monitors, and accessories in monitor package including, but not limited to, instructions, electrodes, batteries and diaries.

5.3.4 Equipment Return - Contractor supplied monitors will be issued with a pre-postage paid envelope for return of monitors to the contractors facility, to include the Boise VAMC when applicable.

5.3.5 Equipment Inventory - Contractor will supply the minimum, as outlined in Section 2, for inventory, as well as needed supplies at all sites listed for distribution.

5.3.6 Equipment Condition – Contractor will supply all equipment in good working order. Equipment shall arrive in EKG lab, or patient delivery in clean and working condition.

5.3.9 Monitor device configuration:

5.3.9.1 **Cardiac Event Monitoring:** Up to 30 day wireless Event recorders.

5.3.9.2 **Holter Monitor:** 24/48 hour Holter monitors.

## 5.4 Report Management

5.4.1 Rhythm monitoring - Contractor shall ensure that tracings are monitored by trained personnel and overseen by a licensed certified Cardiologist specialized in heart rhythm monitoring.

5.4.2 Quality Transmission of Tracing - If indicated Contractor will provide verbal education to patient producing the highest quality tracing possible, with little or no artifact.

5.4.3 Report Information - Contractor shall provide precise information, graphs and analysis to the Boise VAMC EKG Lab and Cardiologist to fit need of studies.

5.4.4 End of Study Reports – Contractor shall provide a precise summary report within 24 hours of study completion.

5.4.5 Report Information Delivery - – Contractor will provide prompt delivery of accurate reports either by fax, or On-Line acquisitions 24 hours a day, 7 days a week, 365 calendar days of the year.

5.4.6 Equipment Compliance Review - Contractor shall contact the EKG lab, and/or patients if no events are transmitted in the first week after the initial baseline, which will be accomplished at hook up, to ensure compliance, understanding, and quality.

5.4.7 Online Access - Contractor shall provide 24 hour online access to full monitor recording.

5.4.8 Urgent vs. Routine Notifications - Contractor shall provide prompt and accurate notification according to nature of findings in urgent nature to the Boise VAMC EKG Lab during business hours M-F 0730-1630, and the AOD (Administrative officer of the day)/Emergency Department after hours, weekends and Holidays. Notification shall be by phone call to designated person or persons after which tracing/report may be faxed or emailed the designated person.

## **5.5 Billing/Reimbursement**

5.5.1 Invoice Billing – Itemized invoices provided to Boise VAMC monthly.

5.5.2 Pricing and Reimbursement Rates - Company will provide and adhere to agree upon itemized government cost estimate reimbursement rates.

## **5.6 Customer Service**

5.6.1 Help Desk/Phone Line - Contractor shall provide live customer service phone lines that will be available for both patients and Boise VAMC employees 24 hours a day, 7 days a week, and 365 days of the year.

5.6.2 Urgent Notifications - In the event of any unexpected findings, the EKG lab will be alerted during normal business hours M-F 0730-1600, the AOD (Administrative officer of the day)/Emergency department will be notified outside these hours as well as national holidays.

## **6. Performance Monitoring**

The Government is required to monitor contractor performance and certify the work was done in accordance with the contract. This monitoring is done by the COR in accordance to the QASP.

## **7. Security Requirements**

### **7.1 Patient Information – Consent**

The patient will be required to sign a release of information consent. This consent will allow the VA to provide the contractor the patient's name, address, phone number and provisional diagnosis.

### **7.2 Patient Information – Mail out Material**

The EKG lab shall develop and implement procedure to insure that no sensitive patient identifying information is sent out in the mail. Any breaches will be immediately reported and remedied. There will be no breaches per rating period.

**7.3 Patient Information – Secure online program**

Contractor shall provide an online system that adheres to all standards and policies set by Boise VAMC Information Security Officer. Any breaches shall be immediately reported and remedied. There shall be no breaches per rating period. The contractor will adhere to all HIPPA guidelines and regulations with regard to patient information and the disposal thereof.

**7.4 Patient Information – Online access of VA and contract company employees**

Only Boise VAMC and contract company employees with a “need to know” shall have access to the online reporting system. All standards and policies set by VA Information Security Office regarding online system usage shall be strictly adhered to. Any breaches shall be immediately reported and remedied. There will be no breaches per rating period.

**7.5 Patient Information – Faxing and phone usage -patient information**

Contractor shall establish strict standards and procedures for contractor employees, which will be set and followed to ensure patient confidentiality. Any breaches shall be immediately reported and remedied. There shall be no breaches per rating period.

**7.6 Patient Information – Patient reports**

Contractor shall establish strict standards and procedures in regards to patient reports to ensure patient confidentiality. Any breaches shall be immediately reported and remedied. There shall be no breaches per rating period.

**7.7 Secure Patient Information – Unescorted access to Boise VAMC facilities**

Strict standards to professionalism and patient confidentiality will be adhered to when visiting any Boise VAMC facilities.

**8. Government-Furnished Equipment (GFE)/Government-Furnished Information (GFI)**

8.1 There will be no government furnished equipment with this contract.

**9. Other Pertinent Information or Special Considerations**

**9.1 Identification of Non-Disclosure Requirements**

The contracted company will have access to a significant amount of personal patient information, including full names, birthdates, diagnoses, addresses, etc.

**9.2 Packaging, Packing and Shipping Instructions**

The contracted company will provide a consistent inventory, whether it is by personal drop off or mail. The contracted company will provide a postage paid process to return monitors for cleaning and interpretation.

**9.3 Inspection and Acceptance Criteria**

The COR will be responsible for periodically inspecting and certifying that the contracted company is performing to pre-arranged upon standards in regards to timeliness, quality and performance.

**10. Risk Control**

10.1 Contracted company is responsible for the proper cleaning and disinfection of equipment prior to each patient use, or as mandated by RME (reusable medical equipment) standards.

## **11. Travel Expenses.**

11.1 The Contractor will only be providing equipment and off site monitoring. No travel fees will apply. All delivery, disposable items, and equipment are included in the item price.

## **12.0. PAYMENT AND INVOICING REQUIREMENTS:**

12.1. Payment shall be made monthly in arrears based upon the Government's certification of a properly submitted invoice.

12.2. Invoices shall be sent electronically to the assigned Contracting Officer's Representative (COR) by secured email using an Excel Spreadsheet format no later than the 10<sup>th</sup> business day of each month following service. Email addresses will be provided at the time of the award. The Contractor shall follow invoicing procedures as specified above in Section B.1, Contract Administration Data, paragraph 4.0.

12.3. Contractor shall adhere to pre-determined reimbursement rates that have been mutually agreed upon.

12.4. The VAPORHCS will review invoices against its record and notify the Contractor of invoice discrepancies. Upon resolution of the discrepancies, the VA will approve the invoice and make payment to the Contractor.

12.5. The Contractor shall not charge patients or 3<sup>rd</sup> party payers any fees or surcharges for services rendered under this contract, including missing equipment. If the Contractor, VAPORHCS, POC or designee receives notice of any additional charges, the Contractor shall fully cooperate with the POC and Contracting Officer investigating such allegations and shall promptly refund any payment deemed improper by the Contracting Officer to the party who made the payment.

## **13.0. SECURITY REQUIREMENTS:**

13.1. The Contractor shall ensure no sensitive patient identifying information will be inappropriately sent out in the mail. Any breaches will be immediately reported to the POC and Contracting Officer and remedied.

13.2. The Contractor shall provide an online enrollment and reporting system that adheres to all VA Information Security standards and policies. Any breaches to security will be immediately reported to the POC and Contracting Officer and remedied.

13.3. The Contractor shall provide online access only to VA and contract company employees with a documented "need to know" responsibility. Any breaches to security will be immediately reported to the POC and Contracting Officer and remedied.

13.4. The Contractor shall provide for strict standards of professionalism and patient confidentiality when Contracting representatives visit any VAPORHCS facilities.

## APPENDIX A - SPECIAL CONTRACT REQUIREMENTS

**1.0. INTRODUCTION:** Under the authority of Public Law 104-262 and 38 USC 8153, the Contractor agrees to provide Health Care Resources in accordance with the terms and conditions stated herein, to furnish to the Boise VA Healthcare Systems, the services and prices specified in the Performance Work Schedule of this contract. This is an estimated quantity task order to be written against a master contract under the National Acquisition Center (NAC) Federal Supply Schedule (FSS) for commercial healthcare services. Award will be made for non-personal health care services, as defined in FAR 37.01, under which the Contractor is an independent contractor, may be awarded from this Solicitation. The Government may evaluate the quality of professional and administrative services provided, but retains no control over the medical, professional aspects of services rendered (e.g., professional judgments, and/or diagnosis for specific treatment).

North American Industry Classification System (NAICS) Code 621999 applies to this acquisition. See FAR clause titled 52.212-1 Instructions to Offerors- Commercial Items.

### 2.0. SERVICES:

2.1. The services specified in the Special Contract Requirements and the Price/Cost Schedule, may be changed by written modifications in accordance with FAR Part 43.103, Types of Contract modifications.

2.2. The services to be performed by the Contractor at their facilities will be performed in accordance with the Contractor's policies and procedures and the regulations of the medical staff by laws.

**3.0. TERM OF CONTRACT:** This contract is effective for an initial period of 1 May 2015 – 30 April 2016 with four one year option periods. The VA will assign no new cases after Sept 30, 2015 unless the Contracting Officer provides documentation of approved funding.

**4.0. QUALIFICATIONS:** Personnel assigned by the Contractor to perform the services covered by this contract shall be qualified in accordance with section 2.0, Provider Qualifications, of the Performance Work Statement.

**5.0. CONTRACT PERFORMANCE MONITORING:** The VA Healthcare System Contracting Officer's Representative (COR) appointed by the Contracting Officer (CO) will be the Government official responsible for monitoring Contractor compliance under this contract. After contract award, any incidents of Contractor noncompliance as evidenced by the monitoring procedures shall be forwarded immediately to the Contracting Officer.

**6.0. COMPLIANCE WITH VETS-100 REPORTING REQUIREMENTS:** In accordance with Public Law 105-359, section 1354 (enacted November 30, 1998); awards will not be made under this solicitation unless the Contracting Officer is able to confirm that the offeror is registered with the Department of Labor, VETS-100 certification and has complied with requirements to file a VETS-100 report for the preceding fiscal year under Title 38 Section 4212(d). The contracting officer may require the offeror to furnish evidence of filing. For questions and information on filing VETS-100 reports, contact the VETS-100 Processing Center at (703) 461-2460. NOTICE – Federal Acquisition Clause 52.222-37 Employment Reports on Disabled Veterans and Veterans of the Vietnam Era is incorporated by reference in this contract. Public Law (P.L.) 105-339, Section 1354 provides that no agency may enter into a contract with a Contractor who has not filed a VETS-100 report for the preceding year under Title 38 Section 4212(d). A contract can be placed with that Contractor as soon as the report required by Section 4212(d) for the fiscal year concern is filed with the Department of Labor. P.L. 105-339 also increased the threshold of covered contracts and subcontracts from \$10,000 to \$25,000. You are therefore strongly urged to complete this report as soon as possible to avoid delays in the contract award process. This can be done "on-line" at [www.vets100.cudenver.edu/](http://www.vets100.cudenver.edu/)

**7.0. CONTRACT MODIFICATIONS:** The Contracting Officer is the only person authorized to approve changes or modify any of the requirements under this contract. The Contractor shall communicate with the Contracting Officer on all matters pertaining to contract administration. Only the Contracting Officer is authorized to make commitments or issue changes that will affect price, quantity, or quality of performance of this contract. In the event the Contractor effects any such change at the direction of any person other than the Contracting Officer, the change shall be considered to have been made without authority and no adjustment will be made in contract price to cover any increase in prices incurred as a result thereof. The Contractor must obtain written authorization from the Contracting Officer for any services required outside the scope of work provided herein.

**8.0. MEDICAL RECORDS:**

8.1. Medical records and other patient information shall be provided pursuant to VA policy and standards which are designed to protect the confidentiality of the patient's medical records in accordance with applicable state and federal laws and recognized standards of professional practice. It will be the responsibility of the VA Healthcare System to obtain and provide evidence of patient's written authorization prior to release of patient information to non VA physicians working on behalf of the Contractor.

8.2. When the patient is released from inpatient care, Contractor shall provide the VA with copies of all inpatient records, upon request and in compliance with Contractor's policies and procedures related to release of information.

**9.0. PAYMENT:**

9.1. The Contractor shall provide monthly invoices in arrears that reference the task order number and the IFCAP PO number, the Contract Line Item Number(s) (CLIN), unit of issue, unit price and total amount.

9.2. The VA agrees to reimburse the Contractor according to the terms of the contract for services performed under this contract.

9.3. Sums due to the Contractor will be paid within 30 days of receipt of a properly prepared claim submitted by the Contractor.

9.4. Claims submitted by the Contractor to the VA for services rendered a VA beneficiary under the terms of this Contract shall be in full. Neither the beneficiary, his/her insurer or any other third party shall be billed by the Contractor. This provision shall survive the termination or completion of this Contract.

9.5. Refer to Title 42 Code of Federal Regulations (CFR) Sections 412.4, 415.170, 415.172, 415.178, 415.180 and 415.190 as conditions of payment.

**10.0. HIPAA COMPLIANCE:** In accordance with 45 C.F.R. Parts 160, 162 and 164 (Health Insurance Portability and Accountability Act) and 38 U.S.C. 5701, 38 U.S.C. 5705, 38 U.S.C. 7332, 5 U.S.C. 552a (Privacy Act), the Parties agree to hold all individually identifiable health information as that term is defined in the Health Insurance Portability and Accountability Act and regulations promulgated thereunder (collectively, "HIPAA") shared with, transferred or transmitted to, or otherwise obtained by the Contractor on or from or on behalf of the VA in the course of the Contractor providing the services under this Contract ("Protected Health Information") strictly confidential, and provide protections to prevent the unauthorized disclosure of such information, including, but not limited to the protection required by applicable federal, VA, state and local laws, policies and/or regulations regarding the security and the confidentiality of patient health care information including, but not limited to, HIPAA. Specifically, the Contractor agrees as follows:

- a. To maintain safeguards as necessary to ensure that the Protected Health Information is not used or disclosed except as required to perform its obligations under the Contract, as expressly permitted herein or as required or permitted by law;
- b. To ensure that any sub-Contractors or agents to whom it provides Protected Health Information agree to the same restrictions and conditions that apply with respect to such information;
- c. To make available its internal practices, books and records relating to the use and disclosure of Protected Health Information to the Department of Health and Human Services or its agents as required by HIPAA;
- d. To incorporate any amendments or corrections to Protected Health Information when notified by the VA that the information is inaccurate or incomplete;
- e. To, at termination of this Contract and as feasible, return or destroy all Protected Health Information that it still maintains or archive to meet the Contractor's legal obligations related to retention of records;
- f. To ensure that, as to any Protected Health Information held by the Contractor, the Contractor policies are in place to allow access to that Protected Health Information by the subject of that information as required by HIPAA;
- g. To report to the VA any use or disclosure of Protected Health Information which is not allowed under the terms of the Contract. If at any time after the effective date of this Agreement it is determined that either party is in breach of this Section, the other party, in its sole discretion, may immediately terminate this Contract.

**11.0. BAA** The VA has recognized the Contractor as an entity that does not require a Business Associate Agreement (BAA) with their Contractors as long as they are conducting health care on VA's behalf. Hospital based healthcare services qualifies as a medical service. Therefore, no BAA is required.



## APPENDIX B - VA INFORMATION AND INFORMATION SYSTEM SECURITY/ PRIVACY

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

### **2.0. ACCESS TO VA INFORMATION AND VA INFORMATION SYSTEMS:**

2.1. A contractor/subcontractor shall request logical (technical) or physical access to VA information and VA information systems for their employees, subcontractors, and affiliates only to the extent necessary to perform the services specified in the contract, agreement, or task order.

2.2. All contractors, subcontractors, and third-party servicers and associates working with VA information are subject to the same investigative requirements as those of VA appointees or employees who have access to the same types of information. The level and process of background security investigations for contractors must be in accordance with VA Directive and Handbook 0710, Personnel Suitability and Security Program. The Office for Operations, Security, and Preparedness is responsible for these policies and procedures.

2.3. Contract personnel who require access to national security programs must have a valid security clearance. National Industrial Security Program (NISP) was established by Executive Order 12829 to ensure that cleared U.S. defense industry contract personnel safeguard the classified information in their possession while performing work on contracts, programs, bids, or research and development efforts. The Department of Veterans Affairs does not have a Memorandum of Agreement with Defense Security Service (DSS). Verification of a Security Clearance must be processed through the Special Security Officer located in the Planning and National Security Service within the Office of Operations, Security, and Preparedness.

2.4. Custom software development and outsourced operations must be located in the U.S. to the maximum extent practical. If such services are proposed to be performed abroad and are not disallowed by other VA policy or mandates, the contractor/subcontractor must state where all non-U.S. services are provided and detail a security plan, deemed to be acceptable by VA, specifically to address mitigation of the resulting problems of communication, control, data protection, and so forth. Location within the U.S. may be an evaluation factor.

2.5. The contractor or subcontractor must notify the Contracting Officer immediately when an employee working on a VA system or with access to VA information is reassigned or leaves the contractor or subcontractor's employ. The Contracting Officer must also be notified immediately by the contractor or subcontractor prior to an unfriendly termination.

### **3.0. VA INFORMATION CUSTODIAL LANGUAGE:**

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

3.2. VA information should not be co-mingled, if possible, with any other data on the contractors/subcontractor's information systems or media storage systems in order to ensure VA requirements related to data protection and media sanitization can be met. If co-mingling must be allowed to meet the requirements of the business need, the contractor must ensure that VA's information is returned to the VA or destroyed in accordance with VA's sanitization requirements. VA reserves the right to conduct on site inspections of contractor and subcontractor IT resources to ensure data security controls, separation of data and job duties, and destruction/media sanitization procedures are in compliance with VA directive requirements.

3.3. Prior to termination or completion of this contract, contractor/subcontractor must not destroy information received from VA, or gathered/created by the contractor in the course of performing this contract without prior written approval by the VA. Any data destruction done on behalf of VA by a contractor/subcontractor must be done in accordance with National Archives and Records Administration (NARA) requirements as outlined in VA Directive 6300, *Records and Information Management* and its Handbook 6300.1 *Records Management Procedures*, applicable VA Records Control Schedules, and VA Handbook 6500.1, *Electronic Media Sanitization*. Self-certification by the contractor that the data destruction requirements above have been met must be sent to the VA Contracting Officer within 30 days of termination of the contract.

3.4. The contractor/subcontractor must receive, gather, store, back up, maintain, use, disclose and dispose of VA information only in compliance with the terms of the contract and applicable Federal and VA information confidentiality and security laws, regulations and policies. If Federal or VA information confidentiality and security laws, regulations and policies become applicable to the VA information or information systems after execution of the contract, or if NIST issues or updates applicable FIPS or Special Publications (SP) after execution of this contract, the parties agree to negotiate in good faith to implement the information confidentiality and security laws, regulations and policies in this contract.

3.5. The following statement on all fax cover sheets be included: *This fax is intended only for the use of the person or office to which it is addressed and may contain information that is privileged, confidential, or protected by law. All others are hereby notified that the receipt of this fax does not waive any applicable privilege or exemption for disclosure and that any dissemination, distribution, or copying of this communication is prohibited. if you have received this fax in error, please notify this office immediately at the telephone number listed above.*

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

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

3.8. If a VHA contract is terminated for cause, the associated BAA must also be terminated and appropriate actions taken in accordance with VHA Handbook 1600.01, *Business Associate Agreements*. Absent an agreement to use or disclose protected health information, there is no business associate relationship.

3.9. The contractor/subcontractor must store, transport, or transmit VA sensitive information in an encrypted form, using VA-approved encryption tools that are, at a minimum, FIPS 140-2 validated.

3.10. The contractor/subcontractor's firewall and Web services security controls, if applicable, shall meet or exceed VA's minimum requirements. VA Configuration Guidelines are available upon request.

3.11. Except for uses and disclosures of VA information authorized by this contract for performance of the contract, the contractor/subcontractor may use and disclose VA information only in two other situations: (i) in response to a qualifying order of a court of competent jurisdiction, or (ii) with VA's prior written approval. The contractor/subcontractor must refer all requests for, demands for production of, or inquiries about, VA information and information systems to the VA contracting officer for response.

3.12. Notwithstanding the provision above, the contractor/subcontractor shall not release VA records protected by Title 38 U.S.C. 5705, confidentiality of medical quality assurance records and/or Title 38 U.S.C. 7332, confidentiality of certain health records pertaining to drug addiction, sickle cell anemia, alcoholism or alcohol abuse, or infection with human immunodeficiency virus. If the contractor/subcontractor is in receipt of a court order or other requests for the above mentioned information, that contractor/subcontractor shall immediately refer such court orders or other requests to the VA contracting officer for response.

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

#### **4.0. SECURITY INCIDENT INVESTIGATION:**

4.1. The term "security incident" means an event that has, or could have, resulted in unauthorized access to, loss or damage to VA assets, or sensitive information, or an action that breaches VA security procedures. The contractor/subcontractor shall immediately notify the 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.

4.2. 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.

4.3. 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.

4.4. 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.

**5.0. LIQUIDATED DAMAGES FOR DATA BREACH:**

5.1. Consistent with the requirements of 38 U.S.C. §5725, a contract may require access to sensitive personal information. If so, the contractor is liable to VA for liquidated damages in the event of a data breach or privacy incident involving any SPI the contractor/subcontractor processes or maintains under this contract.

5.2. The contractor/subcontractor shall provide notice to VA of a “security incident” as set forth in the Security Incident Investigation section above. Upon such notification, VA must secure from a non-Department entity or the VA Office of Inspector General an independent risk analysis of the data breach to determine the level of risk associated with the data breach for the potential misuse of any sensitive personal information involved in the data breach. The term 'data breach' means the loss, theft, or other unauthorized access, or any access other than that incidental to the scope of employment, to data containing sensitive personal information, in electronic or printed form, that results in the potential compromise of the confidentiality or integrity of the data. Contractor shall fully cooperate with the entity performing the risk analysis. Failure to cooperate may be deemed a material breach and grounds for contract termination.

5.3. Each risk analysis shall address all relevant information concerning the data breach, including the following:

- a. Nature of the event (loss, theft, unauthorized access);
- b. Description of the event, including:
  - (1) date of occurrence;
  - (2) data elements involved, including any PII, such as full name, social security number, date of birth, home address, account number, disability code;
- c. Number of individuals affected or potentially affected;
- d. Names of individuals or groups affected or potentially affected;
- e. Ease of logical data access to the lost, stolen or improperly accessed data in light of the degree of protection for the data, e.g., unencrypted, plain text;
- f. Amount of time the data has been out of VA control;
- g. The likelihood that the sensitive personal information will or has been compromised (made accessible to and usable by unauthorized persons);
- h. Known misuses of data containing sensitive personal information, if any;
- i. Assessment of the potential harm to the affected individuals;
- j. Data breach analysis as outlined in 6500.2 Handbook, Management of Security and Privacy Incidents, as appropriate; and
- k. Whether credit protection services may assist record subjects in avoiding or mitigating the results of identity theft based on the sensitive personal information that may have been compromised.

5.4. Based on the determinations of the independent risk analysis, the contractor shall be responsible for paying to the VA liquidated damages in the amount of \$37.50 with a 3% increase per year per affected individual to cover the cost of providing credit protection services to affected individuals consisting of the following:

- a. Notification;
- b. One year of credit monitoring services consisting of automatic daily monitoring of at least 3 relevant credit bureau reports;
- c. Data breach analysis;
- d. Fraud resolution services, including writing dispute letters, initiating fraud alerts and credit freezes, to assist affected individuals to bring matters to resolution;
- e. One year of identity theft insurance with \$20,000.00 coverage at \$0 deductible; and
- f. Necessary legal expenses the subjects may incur to repair falsified or damaged credit records, histories, or financial affairs.

## 6.0. TRAINING:

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

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

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

6.3. Failure to complete the mandatory annual training and sign the Rules of Behavior annually, within the timeframe required, is grounds for suspension or termination of all physical or electronic access

privileges and removal from work on the contract until such time as the training and documents are complete.

## APPENDIX C - CONTRACTOR EMPLOYEES LEGAL STATUS

1.0. The Contractor certifies that the Contractor shall comply with any and all legal provisions contained in the Immigration and Nationality Act of 1952, As Amended; its related laws and regulations that are enforced by Homeland Security, Immigration and Customs Enforcement and the U.S Department of Labor as these may relate to non-immigrant foreign nationals working under contract or subcontract for the Contractor while providing services to Department of Veterans Affairs patient referrals;

2.0. While performing services for the Department of Veterans Affairs, the Contractor shall not knowingly employ, contract or subcontract with an illegal alien; foreign national non-immigrant who is in violation their status, as a result of their failure to maintain or comply with the terms and conditions of their admission into the United States.

3.0. If the Contractor fails to comply with any requirements outlined in the preceding paragraphs or its Agency regulations, the Department of Veterans Affairs may, at its discretion, require that the foreign national who failed to maintain their legal status in the United States or otherwise failed to comply with the requirements of the laws administered by Homeland Security, Immigration and Customs Enforcement and the U.S Department of Labor, shall be prohibited from working at the Contractor's place of business that services Department of Veterans Affairs patient referrals; or other place where the Contractor provides services to veterans who have been referred by the Department of Veterans Affairs; and shall form the basis for termination of this contract for breach.

4.0. The Contractor agrees to obtain a similar certification from its subcontractors.

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Typed Name and Title: \_\_\_\_\_

Company Name: \_\_\_\_\_

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 18 U.S.C. 1001.

## B.5 PRICE/COST SCHEDULE

### Item Information

ITEM NUMBER	DESCRIPTION OF SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	The Contractor shall provide Event Monitors, including the full range of cardiac monitoring services, in accordance with the attached Performance Work Statement (PWS). Quantities for this Contract Line Item Number (CLIN) are estimates; the Contractor shall invoice for actual monitors provided and services performed, only. Contract Period: Base POP Begin: 05-01-2015 POP End: 04-30-2016	EST 336.00	LT		
0002	The Contractor shall provide Holter Monitors, including the full range of monitoring services, in accordance with the attached Performance Work Statement (PWS). Quantities for this Contract Line Item Number (CLIN) are estimates; the Contractor shall invoice for actual monitors provided and services performed, only. Contract Period: Base POP Begin: 05-01-2015 POP End: 04-30-2016	EST 276.00	LT		
1001	The Contractor shall provide Event Monitors, including the full range of cardiac monitoring services, in accordance with the attached Performance Work	EST 336.00	LT		



	<p>Statement (PWS).  Quantities for this  Contract Line Item  Number (CLIN) are  estimates; the Contractor  shall invoice for actual  monitors provided and  services performed, only.  Contract Period: Option 1  POP Begin: 05-01-2016  POP End: 04-30-2017</p>				
<b>1002</b>	<p>The Contractor shall  provide Holter Monitors,  including the full range of  monitoring services, in  accordance with the  attached Performance  Work Statement (PWS).  Quantities for this  Contract Line Item  Number (CLIN) are  estimates; the Contractor  shall invoice for actual  monitors provided and  services performed, only.  Contract Period: Option 1  POP Begin: 05-01-2016  POP End: 04-30-2017</p>	EST 276.00	LT		
<b>2001</b>	<p>The Contractor shall  provide Event Monitors,  including the full range of  cardiac monitoring  services, in accordance  with the attached  Performance Work  Statement (PWS).  Quantities for this  Contract Line Item  Number (CLIN) are  estimates; the Contractor  shall invoice for actual  monitors provided and  services performed, only.  Contract Period: Option 2  POP Begin: 05-01-2017  POP End: 04-30-2018</p>	EST 336.00	LT		

<b>2002</b>	<p>The Contractor shall provide Holter Monitors, including the full range of monitoring services, in accordance with the attached Performance Work Statement (PWS). Quantities for this Contract Line Item Number (CLIN) are estimates; the Contractor shall invoice for actual monitors provided and services performed, only. Contract Period: Option 2 POP Begin: 05-01-2017 POP End: 04-30-2018</p>	EST 276.00	LT		
<b>3001</b>	<p>The Contractor shall provide Event Monitors, including the full range of cardiac monitoring services, in accordance with the attached Performance Work Statement (PWS). Quantities for this Contract Line Item Number (CLIN) are estimates; the Contractor shall invoice for actual monitors provided and services performed, only. Contract Period: Option 3 POP Begin: 05-01-2018 POP End: 04-30-2019</p>	EST 336.00	LT		
<b>3002</b>	<p>The Contractor shall provide Holter Monitors, including the full range of monitoring services, in accordance with the attached Performance Work Statement (PWS). Quantities for this Contract Line Item Number (CLIN) are estimates; the Contractor shall invoice for actual monitors provided and services performed, only.</p>	EST 276.00	LT		

Contract Period: Option 3  
 POP Begin: 05-01-2018  
 POP End: 04-30-2019

<b>4001</b>	<p>The Contractor shall provide Event Monitors, including the full range of cardiac monitoring services, in accordance with the attached Performance Work Statement (PWS). Quantities for this Contract Line Item Number (CLIN) are estimates; the Contractor shall invoice for actual monitors provided and services performed, only.          Contract Period: Option 4          POP Begin: 05-01-2019          POP End: 04-30-2020</p>	EST 336.00 LT	
<b>4002</b>	<p>The Contractor shall provide Holter Monitors, including the full range of monitoring services, in accordance with the attached Performance Work Statement (PWS). Quantities for this Contract Line Item Number (CLIN) are estimates; the Contractor shall invoice for actual monitors provided and services performed, only.          Contract Period: Option 4          POP Begin: 05-01-2019          POP End: 04-30-2020</p>	EST 276.00 LT	
		<b>GRAND TOTAL</b>	

**B.6 DELIVERY SCHEDULE**

ITEM NUMBER			ESTIMATED QUANTITY	DELIVERY DATE
<b>0001</b>	SHIP TO:	Department of Veteran Affairs Boise VAMC 500 Fort Street Boise, ID 83702	336.00	05/01/2015 - 04/30/2016
<b>0002</b>	SHIP TO:	Department of Veteran Affairs Boise VAMC 500 Fort Street Boise, ID	276.00	05/01/2015 - 04/30/2016
<b>1001</b>	SHIP TO:	Department of Veteran Affairs Boise VAMC 500 Fort Street Boise, ID 83702	336.00	05/01/2016 - 04/30/2017
<b>1002</b>	SHIP TO:	Department of Veteran Affairs Boise VAMC 500 Fort Street Boise, ID 83702	276.00	05/01/2016 - 04/30/2017
<b>2001</b>	SHIP TO:	Department of Veteran Affairs Boise VAMC 500 Fort Street Boise, ID 83702	336.00	05/01/2017 - 04/30/2018
<b>2002</b>	SHIP TO:	Department of Veteran Affairs Boise VAMC 500 Fort Street Boise, ID 83702	276.00	05/01/2017 - 04/30/2018
<b>3001</b>	SHIP TO:	Department of Veteran Affairs Boise VAMC 500 Fort Street Boise, ID 83702	336.00	05/01/2018 - 04/30/2019
<b>3002</b>	SHIP TO:	Department of Veteran Affairs Boise VAMC 500 Fort Street Boise, ID 83702	276.00	05/01/2018 - 04/30/2019

<b>4001</b>	SHIP TO:	Department of Veteran Affairs Boise VAMC 500 Fort Street Boise, ID 83702	336.00	05/01/2019 - 04/30/2020
<b>4002</b>	SHIP TO:	Department of Veteran Affairs Boise VAMC 500 Fort Street Boise, ID 83702	276.00	05/01/2019 - 04/30/2020

## SECTION C - CONTRACT CLAUSES

### C.1 52.212-4 CONTRACT TERMS AND CONDITIONS—COMMERCIAL ITEMS (DEC 2014)

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

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

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

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

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

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

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

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

(g) Invoice.

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

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

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

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

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

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

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

(i) *Payment.*—

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

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

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

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

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

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

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

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

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

(D) Contractor point of contact.

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

(6) *Interest.*

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

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

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

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

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

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



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

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

(A) The date fixed under this contract.

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

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

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

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

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

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

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

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

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

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

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

(m) *Termination for cause.* The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government

for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

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

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

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

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

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

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

(1) The schedule of supplies/services.

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

(3) The clause at 52.212-5.

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

(5) Solicitation provisions if this is a solicitation.

(6) Other paragraphs of this clause.

(7) The Standard Form 1449.

(8) Other documents, exhibits, and attachments

(9) The specification.

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

(1) Unless exempted by an addendum to this contract, the Contractor is responsible during performance and through final payment of any contract for the accuracy and completeness of the data within the SAM database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the SAM database after the initial registration, the Contractor is required to

review and update on an annual basis from the date of initial registration or subsequent updates its information in the SAM database to ensure it is current, accurate and complete. Updating information in the SAM does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

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

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

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

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

*(u) Unauthorized Obligations.*

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

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

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

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

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

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

(End of Clause)

## **C.2 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS—COMMERCIAL ITEMS (DEC 2014)**

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

(1) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (Dec 2014)

(2) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).

Alternate I (AUG 2007) of 52.222-50 (22 U.S.C. 7104 (g)).

(3) 52.233-3, Protest After Award (Aug 1996) (31 U.S.C. 3553).

(4) 52.233-4, Applicable Law for Breach of Contract Claim (Oct 2004) (Public Laws 108-77 and 108-78 (19 U.S.C. 3805 note)).

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

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

☐ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (APR 2010)(41 U.S.C. 3509).

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

☒ (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (Jul 2013) (Pub. L. 109-282) (31 U.S.C. 6101 note).

☐ (5) [Reserved]

☐ (6) 52.204-14, Service Contract Reporting Requirements (JAN 2014) (Pub. L. 111-117, section 743 of Div. C).

☐ (7) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (JAN 2014) (Pub. L. 111-117, section 743 of Div. C).

☒ (8) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Aug 2013) (31 U.S.C. 6101 note).

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

☐ (10) [Reserved]

☐ (11)(i) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (NOV 2011) (15 U.S.C. 657a).

☐ (ii) Alternate I (NOV 2011) of 52.219-3.

☐ (12)(i) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (OCT 2014) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

☐ (ii) Alternate I (JAN 2011) of 52.219-4.

☐ (13) [Reserved]

☒ (14)(i) 52.219-6, Notice of Total Small Business Set-Aside (NOV 2011) (15 U.S.C. 644).

☐ (ii) Alternate I (NOV 2011).

☐ (iii) Alternate II (NOV 2011).

☐ (15)(i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).

☐ (ii) Alternate I (Oct 1995) of 52.219-7.

☐ (iii) Alternate II (Mar 2004) of 52.219-7.

☒ (16) 52.219-8, Utilization of Small Business Concerns (OCT 2014) (15 U.S.C. 637(d)(2) and (3)).

☐ (17)(i) 52.219-9, Small Business Subcontracting Plan (OCT 2014) (15 U.S.C. 637(d)(4)).

☐ (ii) Alternate I (Oct 2001) of 52.219-9.

☐ (iii) Alternate II (Oct 2001) of 52.219-9.

☐ (iv) Alternate III (OCT 2014) of 52.219-9.

☐ (18) 52.219-13, Notice of Set-Aside of Orders (NOV 2011) (15 U.S.C. 644(r)).

☒ (19) 52.219-14, Limitations on Subcontracting (NOV 2011) (15 U.S.C. 637(a)(14)).

☐ (20) 52.219-16, Liquidated Damages—Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).

☐ (21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (NOV 2011) (15 U.S.C. 657f).

☒ (22) 52.219-28, Post Award Small Business Program Rerepresentation (Jul 2013) (15 U.S.C. 632(a)(2)).

☐ (23) 52.219-29, Notice of Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (Jul 2013) (15 U.S.C. 637(m)).

☐ (24) 52.219-30, Notice of Set-Aside for Women-Owned Small Business (WOSB) Concerns Eligible Under the WOSB Program (Jul 2013) (15 U.S.C. 637(m)).

☒ (25) 52.222-3, Convict Labor (June 2003) (E.O. 11755).

☐ (26) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (JAN 2014) (E.O. 13126).

☒ (27) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).

☒ (28) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).

☒ (29) 52.222-35, Equal Opportunity for Veterans (JUL 2014) (38 U.S.C. 4212).

☒ (30) 52.222-36, Equal Opportunity for Workers with Disabilities (JUL 2014) (29 U.S.C. 793).

☒ (31) 52.222-37, Employment Reports on Veterans (JUL 2014) (38 U.S.C. 4212).

☒ (32) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496).

☒ (33) 52.222-54, Employment Eligibility Verification (AUG 2013). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)

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

☐ (ii) Alternate I (MAY 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

☐ (35)(i) 52.223-13, Acquisition of EPEAT®-Registered Imaging Equipment (JUN 2014) (E.O.s 13423 and 13514).

☐ (ii) Alternate I (JUN 2014) of 52.223-13.

☐ (36)(i) 52.223-14, Acquisition of EPEAT®-Registered Televisions (JUN 2014) (E.O.s 13423 and 13514).

☐ (ii) Alternate I (JUN 2014) of 52.223-14.

☐ (37) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007)(42 U.S.C. 8259b).

☐ (38)(i) 52.223-16, Acquisition of EPEAT®-Registered Personal Computer Products (JUN 2014) (E.O.s 13423 and 13514).

☐ (ii) Alternate I (JUN 2014) of 52.223-16.

[X] (39) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011)

☐ (40) 52.225-1, Buy American—Supplies (MAY 2014) (41 U.S.C. chapter 83).

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

☐ (ii) Alternate I (MAY 2014) of 52.225-3.

☐ (iii) Alternate II (MAY 2014) of 52.225-3.

☐ (iv) Alternate III (MAY 2014) of 52.225-3.

☐ (42) 52.225-5, Trade Agreements (NOV 2013) (19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).

[X] (43) 52.225-13, Restrictions on Certain Foreign Purchases (JUN 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

☐ (44) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

☐ (45) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

☐ (46) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

☐ (47) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

☐ (48) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

☐ (49) 52.232-33, Payment by Electronic Funds Transfer—System for Award Management (Jul 2013) (31 U.S.C. 3332).

[X] (50) 52.232-34, Payment by Electronic Funds Transfer—Other than System for Award Management (Jul 2013) (31 U.S.C. 3332).

☐ (51) 52.232-36, Payment by Third Party (MAY 2014) (31 U.S.C. 3332).

☐ (52) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

☐ (53)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631).

☐ (ii) Alternate I (Apr 2003) of 52.247-64.

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

☒ (1) 52.222-41, Service Contract Labor Standards (MAY 2014) (41 U.S.C. chapter 67).

☒ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

Employee Class  
Medical Assistant

Monetary Wage-Fringe Benefits  
15.18

☐ (3) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards—Price Adjustment (Multiple Year and Option Contracts) (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

☒ (4) 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards—Price Adjustment (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

☐ (5) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements (MAY 2014) (41 U.S.C. chapter 67).

☐ (6) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services—Requirements (MAY 2014) (41 U.S.C. chapter 67).

☐ (7) 52.222-17, Nondisplacement of Qualified Workers (MAY 2014) (E.O. 13495).

☐ (8) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (MAY 2014) (42 U.S.C. 1792).

☐ (9) 52.237-11, Accepting and Dispensing of \$1 Coin (SEP 2008) (31 U.S.C. 5112(p)(1)).

☐ (10) 52.222-55, Minimum Wages Under Executive Order 13658 (DEC 2014) (Executive Order 13658).

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

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

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



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

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

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (APR 2010) (41 U.S.C. 3509).

(ii) 52.219-8, Utilization of Small Business Concerns (OCT 2014) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$650,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

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

(iv) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).

(v) 52.222-35, Equal Opportunity for Veterans (JUL 2014) (38 U.S.C. 4212).

(vi) 52.222-36, Equal Opportunity for Workers with Disabilities (JUL 2014) (29 U.S.C. 793).

(vii) 52.222-37, Employment Reports on Veterans (JUL 2014) (38 U.S.C. 4212).

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

(ix) 52.222-41, Service Contract Labor Standards (MAY 2014) (41 U.S.C. chapter 67).

(x) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).

Alternate I (AUG 2007) of 52.222-50 (22 U.S.C. 7104(g)).

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

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

(xiii) 52.222-54, Employment Eligibility Verification (AUG 2013).

(xiv) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

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

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

(xvii) 52.222-55, Minimum Wages Under Executive Order 13658 (DEC 2014) (Executive Order 13658).

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

(End of Clause)

### C.3 52.216-18 ORDERING (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from 01 May 2015 (and all corresponding option year dates) through 31 Sept 2015 (and all corresponding option year dates).

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(End of Clause)

### C.4 52.216-19 ORDER LIMITATIONS (OCT 1995)

(a) *Minimum order.* When the Government requires supplies or services covered by this contract in an amount of less than one (1) each, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) *Maximum order.* The Contractor is not obligated to honor—

(1) Any order for a single item in excess of 1000 each;

(2) Any order for a combination of items in excess of 3000 each; or

(3) A series of orders from the same ordering office within seven (7) days that together call for quantities exceeding the limitation in paragraph (b)(1) or (2) of this section.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within seven (7) days after issuance, with written notice stating the Contractor's intent not

to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of Clause)

### **C.5 52.216-21 REQUIREMENTS (OCT 1995)**

(a) This is a requirements contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies or services specified in the Schedule are estimates only and are not purchased by this contract. Except as this contract may otherwise provide, if the Government's requirements do not result in orders in the quantities described as "estimated" or "maximum" in the Schedule, that fact shall not constitute the basis for an equitable price adjustment.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. Subject to any limitations in the Order Limitations clause or elsewhere in this contract, the Contractor shall furnish to the Government all supplies or services specified in the Schedule and called for by orders issued in accordance with the Ordering clause. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(c) Except as this contract otherwise provides, the Government shall order from the Contractor all the supplies or services specified in the Schedule that are required to be purchased by the Government activity or activities specified in the Schedule.

(d) The Government is not required to purchase from the Contractor requirements in excess of any limit on total orders under this contract.

(e) If the Government urgently requires delivery of any quantity of an item before the earliest date that delivery may be specified under this contract, and if the Contractor will not accept an order providing for the accelerated delivery, the Government may acquire the urgently required goods or services from another source.

(f) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after 30 Sept 2016 (and all corresponding option year dates).

(End of Clause)

### **C.6 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)**

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

(End of Clause)

## **C.7 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)**

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 calendar days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 45 calendar days before the contract expires. The preliminary notice does not commit the Government to an extension.

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

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed Five (5) years and six (6) months.

(End of Clause)

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

Funds are not presently available for this contract. The Government's obligation under this contract is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are made available to the Contracting Officer for this contract and until the Contractor receives notice of such availability, to be confirmed in writing by the Contracting Officer.

(End of Clause)

## **C.9 52.232-19 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR (APR 1984)**

Funds are not presently available for performance under this contract beyond 30 Sept 2015 (and all corresponding option year dates). The Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond 30 Sept 2015 (and all corresponding option year dates), until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

(End of Clause)

## **C.10 52.233-1 DISPUTES (MAY 2014) ALTERNATE I (DEC 1991)**

(a) This contract is subject to 41 U.S.C. chapter 71, Contract Disputes.

(b) Except as provided in 41 U.S.C. chapter 71, all disputes arising under or related to this contract shall be resolved under this clause.

(c) "Claim," as used in this clause, means a written demand or written assertion by one of the contracting parties seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to this contract. However, a written demand or written assertion by the Contractor seeking the payment of money exceeding \$100,000 is not a claim under 41 U.S.C. chapter 71 until certified. A voucher, invoice, or other routine request for

payment that is not in dispute when submitted is not a claim under 41 U.S.C. chapter 71. The submission may be converted to a claim under 41 U.S.C. chapter 71, by complying with the submission and certification requirements of this clause, if it is disputed either as to liability or amount or is not acted upon in a reasonable time.

(d)(1) A claim by the Contractor shall be made in writing and, unless otherwise stated in this contract, submitted within 6 years after accrual of the claim to the Contracting Officer for a written decision. A claim by the Government against the Contractor shall be subject to a written decision by the Contracting Officer.

(2)(i) The Contractor shall provide the certification specified in paragraph (d)(2)(iii) of this clause when submitting any claim exceeding \$100,000.

(ii) The certification requirement does not apply to issues in controversy that have not been submitted as all or part of a claim.

(iii) The certification shall state as follows: "I certify that the claim is made in good faith; that the supporting data are accurate and complete to the best of my knowledge and belief; that the amount requested accurately reflects the contract adjustment for which the Contractor believes the Government is liable; and that I am authorized to certify the claim on behalf of the Contractor."

(3) The certification may be executed by any person authorized to bind the Contractor with respect to the claim.

(e) For Contractor claims of \$100,000 or less, the contracting Officer must, if requested in writing by the Contractor, render a decision within 60 days of the request. For Contractor-certified claims over \$100,000, the Contracting Officer must, within 60 days, decide the claim or notify the Contractor of the date by which the decision will be made.

(f) The Contracting Officer's decision shall be final unless the contractor appeals or files a suit as provided in 41 U.S.C. chapter 71.

(g) If the claim by the Contractor is submitted to the Contracting Officer or a claim by the Government is presented to the Contractor, the parties, by mutual consent, may agree to use alternative dispute resolution (ADR). If the Contractor refuses an offer for ADR, the Contractor shall inform the Contracting Officer, in writing, of the Contractor's specific reasons for rejecting the offer.

(h) The Government shall pay interest on the amount found due and unpaid from (1) the date that the Contracting Officer receives the claim (certified, if required); or (2) the date that payment otherwise would be due, if that date is later, until the date of payment. With regard to claims having defective certifications, as defined in (FAR) 48 CFR 33.201, interest shall be paid from the date that the Contracting Officer initially receives the claim. Simple interest on claims shall be paid at the rate, fixed by the Secretary of the Treasury as provided in the ACT, which is applicable to the period during which the Contracting Officer receives the claim and then at the rate applicable for each 6-month period as fixed by the Treasury Secretary during the pendency of the claim.

(i) The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under or relating to the contract, and comply with any decision of the Contracting Officer.

(End of Clause)

### **C.11 VAAR 852.203-70 COMMERCIAL ADVERTISING (JAN 2008)**

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

(End of Clause)

### **C.12 VAAR 852.203-71 DISPLAY OF DEPARTMENT OF VETERAN AFFAIRS HOTLINE POSTER (DEC 1992)**

(a) Except as provided in paragraph (c) below, the Contractor shall display prominently, in common work areas within business segments performing work under VA contracts, Department of Veterans Affairs Hotline posters prepared by the VA Office of Inspector General.

(b) Department of Veterans Affairs Hotline posters may be obtained from the VA Office of Inspector General (53E), P.O. Box 34647, Washington, DC 20043-4647.

(c) The Contractor need not comply with paragraph (a) above if the Contractor has established a mechanism, such as a hotline, by which employees may report suspected instances of improper conduct, and instructions that encourage employees to make such reports.

(End of Clause)

### **C.13 VAAR 852.232-72 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS (NOV 2012)**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(End of Clause)

#### **C.14 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 Idaho and Oregon. Further, it is agreed that any negligence of the Government, its officers, agents, servants and employees, shall not be the responsibility of the contractor hereunder with the regard to any claims, loss, damage, injury, and liability resulting there from.

(End of Clause)

**C.15 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)**

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

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

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

(End of Clause)



<b><u>FAR</u></b> <b><u>Number</u></b>	<b><u>Title</u></b>	<b><u>Date</u></b>
52.203-17	CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS	APR 2014
52.204-9	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL	JAN 2011
52.232-40	PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS	DEC 2013

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

### **D.1 QUALITY ASSURANCE SURVEILLANCE PLAN**

**The contractor will be evaluated in accordance with the following:**

#### **1. PURPOSE**

This Quality Assurance Surveillance Plan (QASP) provides a systematic method to evaluate performance for the stated contract. This QASP explains the following:

- What will be monitored?
- How monitoring will take place.
- Who will conduct the monitoring?
- How monitoring efforts and results will be documented.

This QASP does not detail how the contractor accomplishes the work. Rather, the QASP is created with the premise that the contractor is responsible for management and quality control actions to meet the terms of the contract. It is the Government's responsibility to be objective, fair, and consistent in evaluating performance.

This QASP is a "living document" and the Government may review and revise it on a regular basis. However, the Government shall coordinate changes with the contractor through contract modification. Copies of the original QASP and revisions shall be provided to the contractor and Government officials implementing surveillance activities.

#### **2. GOVERNMENT ROLES AND RESPONSIBILITIES**

The following personnel shall oversee and coordinate surveillance activities.

- a. Contracting Officer (CO) – The CO shall ensure performance of all necessary actions for effective contracting, ensure compliance with the contract terms, and shall safeguard the interests of the United States in the contractual relationship. The CO shall also assure that the contractor receives impartial, fair, and equitable treatment under this contract. The CO is ultimately responsible for the final determination of the adequacy of the contractor's performance.

Assigned CO: Paul Richardson

Organization or Agency: VISN 20

- b. Contracting Officer's Representative (COR) – The COR is responsible for technical administration of the contract and shall assure proper Government surveillance of the contractor's performance. The COR shall keep a quality assurance file. The COR is not empowered to make any contractual commitments or to authorize any contractual changes on the Government's behalf.

Assigned COR: Tina Whittington

Organization or Agency: Boise EKG Department

#### **3. CONTRACTOR REPRESENTATIVES**

The following employee(s) of the contractor serve as the contractor's program manager(s) for this contract.

Primary: Tina Whittington

Alternate: Nancy Williams

#### **4. PERFORMANCE STANDARDS**

**The contractor is responsible for performance of ALL terms and conditions of the contract.** CORs will provide contract progress reports quarterly to the CO reflecting performance on this plan and all other aspects of the resultant contract. The performance standards outlined in this QASP shall be used to determine the level of contractor performance in the elements defined. Performance standards define desired services. The Government performs surveillance to determine the level of Contractor performance to these standards.

The Performance Requirements are listed below in Section 6. The Government shall use these standards to determine contractor performance and shall compare contractor performance to the standard and assign a rating. At the end of the performance period, these ratings will be used, in part, to establish the past performance of the contractor on the contract.

#### **5. INCENTIVES/DEDUCTS**

The Government shall use past performance as incentives. Incentives shall be based on ratings received on the performance standards (Inclusion of any monetary incentives requires approval through the Department's Senior Procurement Executive (SPE).

#### **6. METHODS OF QA SURVEILLANCE**

Various methods exist to monitor performance. The COR shall use the surveillance methods listed below in the administration of this QASP. \*\*Method of surveillance is detailed in chart below.

a. DIRECT OBSERVATION. 100% surveillance:

b. PERIODIC INSPECTION. Inspections scheduled and reported quarterly per COR delegation or as needed. (For example, ten (10) randomly selected patient files will be reviewed per inspection period. All inspections and reports will be conducted in compliance with VA Privacy and Information security standards.)

c. VALIDATED USER/CUSTOMER COMPLAINTS

d. RANDOM SAMPLING. (For example, ten (10) randomly selected patient files will be reviewed per quarter. All reviews and reports will be conducted in compliance with VA Privacy and Information security standards.)

e. Verification and/or documentation provided by Contractor.

## PERFORMANCE MEASURES

Measures	PWS Reference	Performance Requirement	Standard	Acceptable Quality Level	Surveillance Method	Incentive	Disincentive/Deduct
1 – Clinical Information Return	4.1.7.,4.1.8,5.4.4	Contractors will provide Holter monitor data reports to the VA within 24 hours after completion of the study in accordance with PWS requirements.	100% of reports are reviewed for timeliness and completeness.	95%	Quarterly audit by COR	Favorable contractor performance evaluation.	Unfavorable contractor performance evaluation.
2 – Volume	4.1, 4.1.2, 4.1.3, 4.1.6, 5.3	Contractor is able to meet volume needs of the Boise VAMC as outlined in the PWS.	There are no reports of failure to respond to.	No adverse trends noted	COR Monthly review	Favorable contractor performance evaluation.	Unfavorable contractor performance evaluation
3 – Access	4.1.4, 5.2.5, 5.6.1	Contractor provides 24/7 coverage for telephone access for both patients and Boise VAMC employees.	There are no reports of failure to respond to.	100% Compliance	Input from patients & clinical staff to COR	Favorable contractor performance evaluation.	Unfavorable contractor performance evaluation.
4 – Quality of Care	5.4.1, 5.4.2, 5.4.3	Contractor will provide clear and precise rhythm tracings as outlined in the PWS.	All (100%) tracings are reviewed by EKG personnel.	90% compliance	10% Random sampling of records monthly	Favorable contractor performance evaluation.	Unfavorable contractor performance evaluation.
5 – Quality of Care	4.1.5, 5.2.3, 5.2.4, 5.4.7, 5.6.2	Contractor will provide notification upon receiving abnormal tracings as outlined in the PWS.	There are no reports of failure to respond to.	100% compliance	Input from clinical staff to COR	Favorable contractor performance evaluation.	Unfavorable contractor performance evaluation.
5 – Patient Safety	5.3.6	Contractor-owned equipment will be maintained in good working order and ensures proper cleaning before reissuing monitors to patients.	All (100%) equipment maintenance demonstrates compliance as required.	100% compliance	Random selection every two weeks by COR or designee	Favorable contractor performance evaluation.	Unfavorable contractor performance evaluation.

## 7. RATINGS

Metrics and methods are designed to determine rating for a given standard and acceptable quality level. The following ratings shall be used:

<b>EXCEPTIONAL:</b>	<p>Performance meets contractual requirements and exceeds many to the Government's benefit. The contractual performance of the element or sub-element being assessed was accomplished with few minor problems for which corrective actions taken by the contractor were highly effective.</p> <p><b>Note:</b> To justify an <b>Exceptional</b> rating, you should identify <u>multiple</u> significant events in each category and state how it was a benefit to the GOVERNMENT. However a singular event could be of such magnitude that it alone constitutes an Exceptional rating. Also there should have been NO significant weaknesses identified.</p>
<b>VERY GOOD:</b>	<p>Performance meets contractual requirements and exceeds some to the Government's benefit. The contractual performance of the element or sub-element being assessed was accomplished with some minor problems for which corrective actions taken by the contractor were effective.</p> <p><b>Note:</b> To justify a <b>Very Good</b> rating, you should identify a significant event in each category and state how it was a benefit to the GOVERNMENT. Also there should have been NO significant weaknesses identified.</p>
<b>SATISFACTORY:</b>	<p>Performance meets contractual requirements. The contractual performance of the element or sub-element contains some minor problems for which corrective actions taken by the contractor appear or were satisfactory.</p> <p><b>Note:</b> To justify a <b>Satisfactory</b> rating, there should have been only minor problems, or major problems the contractor recovered from without impact to the contract. Also there should have been NO significant weaknesses identified.</p>
<b>MARGINAL:</b>	<p>Performance does not meet some contractual requirements. The contractual performance of the element or sub-element being assessed reflects a serious problem for which the contractor has not yet identified corrective actions. The contractor's proposed actions appear only marginally effective or were not fully implemented.</p> <p><b>Note:</b> To justify <b>Marginal</b> performance, you should identify a significant event in each category that the contractor had trouble overcoming and state how it impacted the GOVERNMENT. A <b>Marginal</b> rating should be supported by referencing the management tool that notified the contractor of the contractual deficiency (e.g. Management, Quality, Safety or Environmental Deficiency Report or letter).</p>
<b>UNSATISFACTORY</b> :	<p>Performance does not meet most contractual requirements and recovery is not likely in a timely manner. The contractual performance of the element or sub-element being assessed contains serious problem(s) for which the contractor's corrective actions appear or were ineffective.</p> <p><b>Note:</b> To justify an <b>Unsatisfactory</b> rating, you should identify multiple significant events in each category that the contractor had trouble overcoming and state how it impacted the GOVERNMENT. However, a singular problem could be of such serious magnitude that it alone constitutes an unsatisfactory rating. An <b>Unsatisfactory</b> rating should be supported by referencing the management tools used to notify the contractor of the contractual deficiencies (e.g. Management, Quality, Safety or Environmental Deficiency Reports, or letters).</p>

## 8. DOCUMENTING PERFORMANCE

a. The Government shall document positive and/or negative performance. Any report may become a part of the supporting documentation for any contractual action and preparing annual past performance using CONTRACTOR PERFORMANCE ASSESSMENT REPORT (CPAR).

b. If contractor performance does not meet the Acceptable Quality level, the CO shall inform the contractor. This will normally be in writing unless circumstances necessitate verbal communication. In any case the CO shall document the discussion and place it in the contract file. When the COR and the CO determines formal written communication is required, the COR shall prepare a Contract Discrepancy Report (CDR), and present it to CO. The CO will in turn review and will present to the contractor's program manager for corrective action.

The contractor shall acknowledge receipt of the CDR in writing. The CDR will specify if the contractor is required to prepare a corrective action plan to document how the contractor shall correct the unacceptable performance and avoid a recurrence. The CDR will also state how long after receipt the contractor has to present this corrective action plan to the CO. The Government shall review the contractor's corrective action plan to determine acceptability. The CO shall also assure that the contractor receives impartial, fair, and equitable treatment. The CO is ultimately responsible for the final determination of the adequacy of the contractor's performance and the acceptability of the Contractor's corrective action plan.

Any CDRs may become a part of the supporting documentation for any contractual action deemed necessary by the CO. See Sample CDR below.

CONTRACT DISCREPANCY REPORT				
1. CONTRACT NUMBER		2. REPORT NUMBER FOR THIS DISCREPANCY		
3. TO: <i>(Contracting Officer)</i>		4. FROM: <i>(Name of COR)</i>		
5. DATES				
a. CDR PREPARED	b. RETURNED BY CONTRACTOR:	c. ACTION COMPLETE		
6. DISCREPANCY OR PROBLEM <i>(Describe in detail. Include reference to PWS Directive; attach continuation sheet if necessary.)</i>				
7. SIGNATURE OF COR			Date:	
8. SIGNATURE OF CONTRACTING OFFICER			Date:	
9a. TO <i>(Contracting Officer)</i>		9a. FROM <i>(Contractor)</i>		
10. CONTRACTOR RESPONSE AS TO CAUSE, CORRECTIVE ACTION AND ACTIONS TO PREVENT RECURRENCE. <i>(Cite applicable quality control program procedures or new procedures. Attach continuation sheet(s) if necessary.)</i>				
11. SIGNATURE OF CONTRACTOR REPRESENTATIVE			Date:	
12. GOVERNMENT EVALUATION. <i>(Acceptance, partial acceptance, reflection. Attach continuation sheet(s) if necessary.)</i>				
13. GOVERNMENT ACTIONS <i>(Acceptance, partial acceptance, reflection. Attach continuation sheet(s) if necessary.)</i>				
14. CLOSE OUT				
	NAME	TITLE	SIGNATURE	DATE
CONTRACTOR NOTIFIED				
COR				
CONTRACTING OFFICER				

**9. FREQUENCY OF MEASUREMENT**

- a. Frequency of Measurement. The frequency of measurement is defined in the contract or otherwise in this document. The government (COR or CO) will periodically analyze whether the frequency of surveillance is appropriate for the work being performed.
- b. Frequency of Performance Reporting. The COR shall communicate with the Contractor and will provide written reports to the Contracting Officer quarterly (or as outlined in the contract or COR delegation) to review Contractor performance.

**10. COR AND CONTRACTOR ACKNOWLEDGEMENT OF QASP**

SIGNED:

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COR NAME/TITLE                      DATE

SIGNED:

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CONTRACTOR NAME/TITLE              DATE



**D.2 WAGE DETERMINATION 05-2159 (Rev.-16)**WD 05-2159 (Rev.-16) was first posted on [www.wdol.gov](http://www.wdol.gov) on 12/30/2014

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REGISTER OF WAGE DETERMINATIONS UNDER		U.S. DEPARTMENT OF LABOR
THE SERVICE CONTRACT ACT		EMPLOYMENT STANDARDS ADMINISTRATION
By direction of the Secretary of Labor		WAGE AND HOUR DIVISION
		WASHINGTON D.C. 20210
		Wage Determination No.: 2005-2159
Diane C. Koplewski		Revision No.: 16
Director		Date Of Revision: 12/22/2014
Division of		
Wage Determinations		

Note: Executive Order (EO) 13658 establishes an hourly minimum wage of \$10.10 for 2015 that applies to all contracts subject to the Service Contract Act for which the solicitation is issued on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.10 (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

State: Idaho  
Area: Idaho Statewide

**Fringe Benefits Required Follow the Occupational Listing**		
OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		12.27
01012 - Accounting Clerk II		13.83
01013 - Accounting Clerk III		15.09
01020 - Administrative Assistant		17.16
01040 - Court Reporter		22.66
01051 - Data Entry Operator I		11.51
01052 - Data Entry Operator II		12.57
01060 - Dispatcher, Motor Vehicle		17.87
01070 - Document Preparation Clerk		14.34
01090 - Duplicating Machine Operator		14.34
01111 - General Clerk I		11.17
01112 - General Clerk II		12.19
01113 - General Clerk III		13.68
01120 - Housing Referral Assistant		17.37
01141 - Messenger Courier		10.69
01191 - Order Clerk I		14.76
01192 - Order Clerk II		16.11
01261 - Personnel Assistant (Employment) I		13.55
01262 - Personnel Assistant (Employment) II		15.15
01263 - Personnel Assistant (Employment) III		16.89
01270 - Production Control Clerk		18.51
01280 - Receptionist		11.51
01290 - Rental Clerk		12.35
01300 - Scheduler, Maintenance		13.93
01311 - Secretary I		13.93
01312 - Secretary II		15.58
01313 - Secretary III		17.37
01320 - Service Order Dispatcher		16.49
01410 - Supply Technician		17.16

01420 - Survey Worker	11.40
01531 - Travel Clerk I	12.07
01532 - Travel Clerk II	12.66
01533 - Travel Clerk III	13.73
01611 - Word Processor I	13.03
01612 - Word Processor II	13.92
01613 - Word Processor III	15.58
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	17.65
05010 - Automotive Electrician	14.43
05040 - Automotive Glass Installer	14.24
05070 - Automotive Worker	14.07
05110 - Mobile Equipment Servicer	11.50
05130 - Motor Equipment Metal Mechanic	15.83
05160 - Motor Equipment Metal Worker	14.07
05190 - Motor Vehicle Mechanic	15.83
05220 - Motor Vehicle Mechanic Helper	11.50
05250 - Motor Vehicle Upholstery Worker	13.30
05280 - Motor Vehicle Wrecker	14.07
05310 - Painter, Automotive	15.03
05340 - Radiator Repair Specialist	15.27
05370 - Tire Repairer	10.02
05400 - Transmission Repair Specialist	15.83
07000 - Food Preparation And Service Occupations	
07010 - Baker	11.89
07041 - Cook I	9.80
07042 - Cook II	11.37
07070 - Dishwasher	7.90
07130 - Food Service Worker	9.41
07210 - Meat Cutter	14.58
07260 - Waiter/Waitress	8.62
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	13.60
09040 - Furniture Handler	10.99
09080 - Furniture Refinisher	13.05
09090 - Furniture Refinisher Helper	11.51
09110 - Furniture Repairer, Minor	11.54
09130 - Upholsterer	12.83
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	8.95
11060 - Elevator Operator	8.95
11090 - Gardener	14.27
11122 - Housekeeping Aide	10.75
11150 - Janitor	11.06
11210 - Laborer, Grounds Maintenance	11.56
11240 - Maid or Houseman	8.80
11260 - Pruner	10.14
11270 - Tractor Operator	14.11
11330 - Trail Maintenance Worker	11.56
11360 - Window Cleaner	12.19
12000 - Health Occupations	
12010 - Ambulance Driver	16.49
12011 - Breath Alcohol Technician	16.25
12012 - Certified Occupational Therapist Assistant	24.40
12015 - Certified Physical Therapist Assistant	21.99
12020 - Dental Assistant	14.94
12025 - Dental Hygienist	33.20
12030 - EKG Technician	24.91
12035 - Electroneurodiagnostic Technologist	24.91
12040 - Emergency Medical Technician	16.49

12071 - Licensed Practical Nurse I	14.53
12072 - Licensed Practical Nurse II	16.25
12073 - Licensed Practical Nurse III	18.12
12100 - Medical Assistant	14.79
12130 - Medical Laboratory Technician	17.53
12160 - Medical Record Clerk	13.47
12190 - Medical Record Technician	15.07
12195 - Medical Transcriptionist	15.16
12210 - Nuclear Medicine Technologist	32.30
12221 - Nursing Assistant I	10.66
12222 - Nursing Assistant II	11.99
12223 - Nursing Assistant III	13.08
12224 - Nursing Assistant IV	14.66
12235 - Optical Dispenser	14.76
12236 - Optical Technician	13.18
12250 - Pharmacy Technician	14.80
12280 - Phlebotomist	14.66
12305 - Radiologic Technologist	22.77
12311 - Registered Nurse I	22.72
12312 - Registered Nurse II	27.78
12313 - Registered Nurse II, Specialist	27.78
12314 - Registered Nurse III	33.61
12315 - Registered Nurse III, Anesthetist	33.61
12316 - Registered Nurse IV	40.02
12317 - Scheduler (Drug and Alcohol Testing)	20.13
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	16.36
13012 - Exhibits Specialist II	20.27
13013 - Exhibits Specialist III	24.80
13041 - Illustrator I	16.36
13042 - Illustrator II	20.27
13043 - Illustrator III	24.80
13047 - Librarian	22.59
13050 - Library Aide/Clerk	13.53
13054 - Library Information Technology Systems Administrator	20.57
13058 - Library Technician	13.31
13061 - Media Specialist I	14.72
13062 - Media Specialist II	16.48
13063 - Media Specialist III	18.36
13071 - Photographer I	13.38
13072 - Photographer II	16.76
13073 - Photographer III	18.78
13074 - Photographer IV	23.09
13075 - Photographer V	28.39
13110 - Video Teleconference Technician	18.11
14000 - Information Technology Occupations	
14041 - Computer Operator I	14.69
14042 - Computer Operator II	16.43
14043 - Computer Operator III	18.32
14044 - Computer Operator IV	20.50
14045 - Computer Operator V	22.54
14071 - Computer Programmer I	17.62
14072 - Computer Programmer II	22.88
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	14.69

14160 - Personal Computer Support Technician	20.50
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	27.58
15020 - Aircrew Training Devices Instructor (Rated)	33.36
15030 - Air Crew Training Devices Instructor (Pilot)	36.70
15050 - Computer Based Training Specialist / Instructor	27.58
15060 - Educational Technologist	20.74
15070 - Flight Instructor (Pilot)	36.70
15080 - Graphic Artist	18.46
15090 - Technical Instructor	18.36
15095 - Technical Instructor/Course Developer	22.46
15110 - Test Proctor	14.79
15120 - Tutor	14.79
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations	
16010 - Assembler	8.97
16030 - Counter Attendant	8.97
16040 - Dry Cleaner	10.70
16070 - Finisher, Flatwork, Machine	8.97
16090 - Presser, Hand	8.97
16110 - Presser, Machine, Drycleaning	8.97
16130 - Presser, Machine, Shirts	8.97
16160 - Presser, Machine, Wearing Apparel, Laundry	8.97
16190 - Sewing Machine Operator	11.28
16220 - Tailor	11.90
16250 - Washer, Machine	9.39
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	14.91
19040 - Tool And Die Maker	22.33
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	12.95
21030 - Material Coordinator	18.51
21040 - Material Expediter	18.51
21050 - Material Handling Laborer	10.85
21071 - Order Filler	11.95
21080 - Production Line Worker (Food Processing)	12.95
21110 - Shipping Packer	12.87
21130 - Shipping/Receiving Clerk	12.87
21140 - Store Worker I	10.50
21150 - Stock Clerk	15.07
21210 - Tools And Parts Attendant	12.95
21410 - Warehouse Specialist	12.95
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	21.20
23021 - Aircraft Mechanic I	20.19
23022 - Aircraft Mechanic II	21.20
23023 - Aircraft Mechanic III	22.26
23040 - Aircraft Mechanic Helper	13.63
23050 - Aircraft, Painter	19.01
23060 - Aircraft Servicer	16.63
23080 - Aircraft Worker	17.60
23110 - Appliance Mechanic	17.03
23120 - Bicycle Repairer	10.23
23125 - Cable Splicer	29.76
23130 - Carpenter, Maintenance	17.46
23140 - Carpet Layer	19.20
23160 - Electrician, Maintenance	20.50
23181 - Electronics Technician Maintenance I	21.33
23182 - Electronics Technician Maintenance II	22.66
23183 - Electronics Technician Maintenance III	26.15
23260 - Fabric Worker	16.56

23290 - Fire Alarm System Mechanic	18.62
23310 - Fire Extinguisher Repairer	15.33
23311 - Fuel Distribution System Mechanic	21.65
23312 - Fuel Distribution System Operator	17.67
23370 - General Maintenance Worker	16.45
23380 - Ground Support Equipment Mechanic	20.19
23381 - Ground Support Equipment Servicer	16.63
23382 - Ground Support Equipment Worker	17.60
23391 - Gunsmith I	15.33
23392 - Gunsmith II	17.65
23393 - Gunsmith III	21.89
23410 - Heating, Ventilation And Air-Conditioning Mechanic	18.62
23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	19.43
23430 - Heavy Equipment Mechanic	18.62
23440 - Heavy Equipment Operator	18.62
23460 - Instrument Mechanic	20.48
23465 - Laboratory/Shelter Mechanic	18.74
23470 - Laborer	10.85
23510 - Locksmith	17.48
23530 - Machinery Maintenance Mechanic	21.22
23550 - Machinist, Maintenance	17.44
23580 - Maintenance Trades Helper	13.09
23591 - Metrology Technician I	20.48
23592 - Metrology Technician II	21.51
23593 - Metrology Technician III	22.53
23640 - Millwright	22.43
23710 - Office Appliance Repairer	17.48
23760 - Painter, Maintenance	16.06
23790 - Pipefitter, Maintenance	21.74
23810 - Plumber, Maintenance	19.55
23820 - Pneudraulic Systems Mechanic	21.89
23850 - Rigger	21.88
23870 - Scale Mechanic	17.65
23890 - Sheet-Metal Worker, Maintenance	19.69
23910 - Small Engine Mechanic	14.51
23931 - Telecommunications Mechanic I	23.06
23932 - Telecommunications Mechanic II	24.50
23950 - Telephone Lineman	20.45
23960 - Welder, Combination, Maintenance	16.65
23965 - Well Driller	18.62
23970 - Woodcraft Worker	21.89
23980 - Woodworker	14.28
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	8.80
24580 - Child Care Center Clerk	12.47
24610 - Chore Aide	9.06
24620 - Family Readiness And Support Services Coordinator	12.08
24630 - Homemaker	10.19
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	19.84
25040 - Sewage Plant Operator	15.28
25070 - Stationary Engineer	19.84
25190 - Ventilation Equipment Tender	13.95
25210 - Water Treatment Plant Operator	15.28
27000 - Protective Service Occupations	
27004 - Alarm Monitor	16.88
27007 - Baggage Inspector	13.20

27008 - Corrections Officer	18.72
27010 - Court Security Officer	19.91
27030 - Detection Dog Handler	15.80
27040 - Detention Officer	18.72
27070 - Firefighter	18.98
27101 - Guard I	13.20
27102 - Guard II	15.80
27131 - Police Officer I	22.26
27132 - Police Officer II	24.73
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	11.94
28042 - Carnival Equipment Repairer	14.41
28043 - Carnival Equipment Worker	10.11
28210 - Gate Attendant/Gate Tender	14.60
28310 - Lifeguard	11.34
28350 - Park Attendant (Aide)	15.36
28510 - Recreation Aide/Health Facility Attendant	11.92
28515 - Recreation Specialist	15.92
28630 - Sports Official	13.01
28690 - Swimming Pool Operator	17.28
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	19.42
29020 - Hatch Tender	19.42
29030 - Line Handler	19.42
29041 - Stevedore I	16.97
29042 - Stevedore II	19.50
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	35.77
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	24.67
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	27.16
30021 - Archeological Technician I	17.79
30022 - Archeological Technician II	20.00
30023 - Archeological Technician III	24.38
30030 - Cartographic Technician	24.39
30040 - Civil Engineering Technician	22.41
30061 - Drafter/CAD Operator I	17.59
30062 - Drafter/CAD Operator II	20.76
30063 - Drafter/CAD Operator III	21.94
30064 - Drafter/CAD Operator IV	25.54
30081 - Engineering Technician I	13.93
30082 - Engineering Technician II	15.62
30083 - Engineering Technician III	18.43
30084 - Engineering Technician IV	21.66
30085 - Engineering Technician V	26.49
30086 - Engineering Technician VI	30.94
30090 - Environmental Technician	22.32
30210 - Laboratory Technician	20.26
30240 - Mathematical Technician	24.45
30361 - Paralegal/Legal Assistant I	16.96
30362 - Paralegal/Legal Assistant II	21.01
30363 - Paralegal/Legal Assistant III	25.70
30364 - Paralegal/Legal Assistant IV	31.10
30390 - Photo-Optics Technician	24.45
30461 - Technical Writer I	20.81
30462 - Technical Writer II	25.45
30463 - Technical Writer III	27.75
30491 - Unexploded Ordnance (UXO) Technician I	22.74
30492 - Unexploded Ordnance (UXO) Technician II	27.51
30493 - Unexploded Ordnance (UXO) Technician III	32.97
30494 - Unexploded (UXO) Safety Escort	22.74

30495 - Unexploded (UXO) Sweep Personnel	22.74
30620 - Weather Observer, Combined Upper Air Or Surface Programs	(see 2) 19.61
30621 - Weather Observer, Senior	(see 2) 23.97
31000 - Transportation/Mobile Equipment Operation Occupations	
31020 - Bus Aide	10.06
31030 - Bus Driver	12.58
31043 - Driver Courier	12.40
31260 - Parking and Lot Attendant	8.69
31290 - Shuttle Bus Driver	13.52
31310 - Taxi Driver	9.78
31361 - Truckdriver, Light	13.52
31362 - Truckdriver, Medium	14.62
31363 - Truckdriver, Heavy	16.12
31364 - Truckdriver, Tractor-Trailer	16.12
99000 - Miscellaneous Occupations	
99030 - Cashier	9.03
99050 - Desk Clerk	8.36
99095 - Embalmer	25.86
99251 - Laboratory Animal Caretaker I	9.90
99252 - Laboratory Animal Caretaker II	10.80
99310 - Mortician	25.86
99410 - Pest Controller	16.64
99510 - Photofinishing Worker	13.32
99710 - Recycling Laborer	15.96
99711 - Recycling Specialist	18.07
99730 - Refuse Collector	13.99
99810 - Sales Clerk	11.95
99820 - School Crossing Guard	11.85
99830 - Survey Party Chief	20.27
99831 - Surveying Aide	13.74
99832 - Surveying Technician	18.43
99840 - Vending Machine Attendant	11.52
99841 - Vending Machine Repairer	14.81
99842 - Vending Machine Repairer Helper	11.13

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**ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:**

**HEALTH & WELFARE:** \$4.02 per hour or \$160.80 per week or \$696.79 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 ordinance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordinance, 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.

**D.3 WAGE DETERMINATION 05-2569 (Rev.-17)**WD 05-2569 (Rev.-17) was first posted on [www.wdol.gov](http://www.wdol.gov) on 12/30/2014

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REGISTER OF WAGE DETERMINATIONS UNDER		U.S. DEPARTMENT OF LABOR
THE SERVICE CONTRACT ACT		EMPLOYMENT STANDARDS ADMINISTRATION
By direction of the Secretary of Labor		WAGE AND HOUR DIVISION
		WASHINGTON D.C. 20210
		Wage Determination No.: 2005-2569
Diane C. Koplewski		Revision No.: 17
Director		Date Of Revision: 12/22/2014
Division of		
Wage Determinations		

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States: Oregon, Washington

Area: Oregon Counties of Baker, Grant, Harney, Malheur, Morrow, Umatilla, Union, Wallowa, Wheeler  
 Washington Counties of Benton, Franklin, Walla Walla, Yakima

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

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		13.61
01012 - Accounting Clerk II		15.27
01013 - Accounting Clerk III		17.08
01020 - Administrative Assistant		22.41
01040 - Court Reporter		18.59
01051 - Data Entry Operator I		13.38
01052 - Data Entry Operator II		14.60
01060 - Dispatcher, Motor Vehicle		18.77
01070 - Document Preparation Clerk		12.94
01090 - Duplicating Machine Operator		12.94
01111 - General Clerk I		13.10
01112 - General Clerk II		14.30
01113 - General Clerk III		16.05
01120 - Housing Referral Assistant		20.52
01141 - Messenger Courier		11.95
01191 - Order Clerk I		12.44
01192 - Order Clerk II		13.57
01261 - Personnel Assistant (Employment) I		17.21
01262 - Personnel Assistant (Employment) II		19.25
01263 - Personnel Assistant (Employment) III		21.47
01270 - Production Control Clerk		26.54
01280 - Receptionist		12.83
01290 - Rental Clerk		15.00
01300 - Scheduler, Maintenance		16.45
01311 - Secretary I		16.45
01312 - Secretary II		18.40

01313 - Secretary III	20.52
01320 - Service Order Dispatcher	18.84
01410 - Supply Technician	22.80
01420 - Survey Worker	17.33
01531 - Travel Clerk I	14.84
01532 - Travel Clerk II	15.95
01533 - Travel Clerk III	17.09
01611 - Word Processor I	15.07
01612 - Word Processor II	16.91
01613 - Word Processor III	18.91
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	18.71
05010 - Automotive Electrician	18.82
05040 - Automotive Glass Installer	17.82
05070 - Automotive Worker	17.82
05110 - Mobile Equipment Servicer	15.82
05130 - Motor Equipment Metal Mechanic	19.80
05160 - Motor Equipment Metal Worker	17.82
05190 - Motor Vehicle Mechanic	19.80
05220 - Motor Vehicle Mechanic Helper	14.82
05250 - Motor Vehicle Upholstery Worker	16.81
05280 - Motor Vehicle Wrecker	17.82
05310 - Painter, Automotive	18.82
05340 - Radiator Repair Specialist	17.82
05370 - Tire Repairer	14.44
05400 - Transmission Repair Specialist	19.80
07000 - Food Preparation And Service Occupations	
07010 - Baker	17.23
07041 - Cook I	13.97
07042 - Cook II	15.66
07070 - Dishwasher	9.89
07130 - Food Service Worker	10.88
07210 - Meat Cutter	17.51
07260 - Waiter/Waitress	12.54
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	20.54
09040 - Furniture Handler	13.45
09080 - Furniture Refinisher	20.54
09090 - Furniture Refinisher Helper	16.17
09110 - Furniture Repairer, Minor	18.34
09130 - Upholsterer	20.54
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	11.95
11060 - Elevator Operator	11.95
11090 - Gardener	16.89
11122 - Housekeeping Aide	13.41
11150 - Janitor	16.03
11210 - Laborer, Grounds Maintenance	12.77
11240 - Maid or Houseman	9.88
11260 - Pruner	11.97
11270 - Tractor Operator	15.28
11330 - Trail Maintenance Worker	12.77
11360 - Window Cleaner	18.02
12000 - Health Occupations	
12010 - Ambulance Driver	16.83
12011 - Breath Alcohol Technician	17.22
12012 - Certified Occupational Therapist Assistant	23.78
12015 - Certified Physical Therapist Assistant	24.27
12020 - Dental Assistant	16.96
12025 - Dental Hygienist	43.92

12030 - EKG Technician	26.27
12035 - Electroneurodiagnostic Technologist	26.27
12040 - Emergency Medical Technician	16.83
12071 - Licensed Practical Nurse I	15.49
12072 - Licensed Practical Nurse II	17.33
12073 - Licensed Practical Nurse III	19.33
12100 - Medical Assistant	14.85
12130 - Medical Laboratory Technician	16.01
12160 - Medical Record Clerk	13.99
12190 - Medical Record Technician	15.65
12195 - Medical Transcriptionist	17.58
12210 - Nuclear Medicine Technologist	36.58
12221 - Nursing Assistant I	10.06
12222 - Nursing Assistant II	11.31
12223 - Nursing Assistant III	12.34
12224 - Nursing Assistant IV	13.85
12235 - Optical Dispenser	17.33
12236 - Optical Technician	16.27
12250 - Pharmacy Technician	15.67
12280 - Phlebotomist	13.85
12305 - Radiologic Technologist	26.57
12311 - Registered Nurse I	29.51
12312 - Registered Nurse II	36.10
12313 - Registered Nurse II, Specialist	36.10
12314 - Registered Nurse III	43.68
12315 - Registered Nurse III, Anesthetist	43.68
12316 - Registered Nurse IV	52.36
12317 - Scheduler (Drug and Alcohol Testing)	21.34
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	20.38
13012 - Exhibits Specialist II	25.26
13013 - Exhibits Specialist III	30.90
13041 - Illustrator I	20.38
13042 - Illustrator II	25.26
13043 - Illustrator III	30.90
13047 - Librarian	27.96
13050 - Library Aide/Clerk	14.18
13054 - Library Information Technology Systems Administrator	25.26
13058 - Library Technician	18.10
13061 - Media Specialist I	18.22
13062 - Media Specialist II	20.40
13063 - Media Specialist III	22.73
13071 - Photographer I	16.41
13072 - Photographer II	18.36
13073 - Photographer III	22.74
13074 - Photographer IV	27.81
13075 - Photographer V	33.65
13110 - Video Teleconference Technician	17.69
14000 - Information Technology Occupations	
14041 - Computer Operator I	19.45
14042 - Computer Operator II	21.76
14043 - Computer Operator III	24.28
14044 - Computer Operator IV	26.98
14045 - Computer Operator V	29.87
14071 - Computer Programmer I	(see 1) 22.85
14072 - Computer Programmer II	(see 1)
14073 - Computer Programmer III	(see 1)
14074 - Computer Programmer IV	(see 1)
14101 - Computer Systems Analyst I	(see 1)

14102 - Computer Systems Analyst II	(see 1)	
14103 - Computer Systems Analyst III	(see 1)	
14150 - Peripheral Equipment Operator		19.45
14160 - Personal Computer Support Technician		26.98
15000 - Instructional Occupations		
15010 - Aircrew Training Devices Instructor (Non-Rated)		30.62
15020 - Aircrew Training Devices Instructor (Rated)		37.04
15030 - Air Crew Training Devices Instructor (Pilot)		44.39
15050 - Computer Based Training Specialist / Instructor		30.62
15060 - Educational Technologist		37.11
15070 - Flight Instructor (Pilot)		44.39
15080 - Graphic Artist		21.49
15090 - Technical Instructor		28.36
15095 - Technical Instructor/Course Developer		32.54
15110 - Test Proctor		21.49
15120 - Tutor		21.49
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations		
16010 - Assembler		10.90
16030 - Counter Attendant		10.90
16040 - Dry Cleaner		13.76
16070 - Finisher, Flatwork, Machine		10.90
16090 - Presser, Hand		10.90
16110 - Presser, Machine, Drycleaning		10.90
16130 - Presser, Machine, Shirts		10.90
16160 - Presser, Machine, Wearing Apparel, Laundry		10.90
16190 - Sewing Machine Operator		14.71
16220 - Tailor		15.67
16250 - Washer, Machine		11.84
19000 - Machine Tool Operation And Repair Occupations		
19010 - Machine-Tool Operator (Tool Room)		23.95
19040 - Tool And Die Maker		29.01
21000 - Materials Handling And Packing Occupations		
21020 - Forklift Operator		14.88
21030 - Material Coordinator		26.54
21040 - Material Expediter		26.54
21050 - Material Handling Laborer		13.19
21071 - Order Filler		13.22
21080 - Production Line Worker (Food Processing)		14.88
21110 - Shipping Packer		13.22
21130 - Shipping/Receiving Clerk		13.22
21140 - Store Worker I		11.35
21150 - Stock Clerk		16.17
21210 - Tools And Parts Attendant		14.88
21410 - Warehouse Specialist		14.88
23000 - Mechanics And Maintenance And Repair Occupations		
23010 - Aerospace Structural Welder		25.78
23021 - Aircraft Mechanic I		24.50
23022 - Aircraft Mechanic II		25.78
23023 - Aircraft Mechanic III		27.31
23040 - Aircraft Mechanic Helper		17.80
23050 - Aircraft, Painter		22.96
23060 - Aircraft Servicer		20.21
23080 - Aircraft Worker		21.45
23110 - Appliance Mechanic		22.36
23120 - Bicycle Repairer		14.44
23125 - Cable Splicer		34.15
23130 - Carpenter, Maintenance		22.89
23140 - Carpet Layer		20.37
23160 - Electrician, Maintenance		30.09
23181 - Electronics Technician Maintenance I		26.22

23182 - Electronics Technician Maintenance II	28.08
23183 - Electronics Technician Maintenance III	29.95
23260 - Fabric Worker	20.20
23290 - Fire Alarm System Mechanic	24.83
23310 - Fire Extinguisher Repairer	18.63
23311 - Fuel Distribution System Mechanic	25.43
23312 - Fuel Distribution System Operator	19.09
23370 - General Maintenance Worker	19.13
23380 - Ground Support Equipment Mechanic	24.50
23381 - Ground Support Equipment Servicer	20.21
23382 - Ground Support Equipment Worker	21.45
23391 - Gunsmith I	18.63
23392 - Gunsmith II	21.74
23393 - Gunsmith III	24.83
23410 - Heating, Ventilation And Air-Conditioning Mechanic	21.57
23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	22.70
23430 - Heavy Equipment Mechanic	25.42
23440 - Heavy Equipment Operator	23.61
23460 - Instrument Mechanic	26.61
23465 - Laboratory/Shelter Mechanic	23.29
23470 - Laborer	12.28
23510 - Locksmith	20.45
23530 - Machinery Maintenance Mechanic	25.56
23550 - Machinist, Maintenance	22.78
23580 - Maintenance Trades Helper	16.87
23591 - Metrology Technician I	26.61
23592 - Metrology Technician II	28.00
23593 - Metrology Technician III	29.66
23640 - Millwright	30.04
23710 - Office Appliance Repairer	22.32
23760 - Painter, Maintenance	19.88
23790 - Pipefitter, Maintenance	29.30
23810 - Plumber, Maintenance	27.84
23820 - Pneudraulic Systems Mechanic	24.83
23850 - Rigger	24.83
23870 - Scale Mechanic	21.74
23890 - Sheet-Metal Worker, Maintenance	25.26
23910 - Small Engine Mechanic	19.59
23931 - Telecommunications Mechanic I	25.46
23932 - Telecommunications Mechanic II	26.79
23950 - Telephone Lineman	23.94
23960 - Welder, Combination, Maintenance	21.15
23965 - Well Driller	24.83
23970 - Woodcraft Worker	24.83
23980 - Woodworker	18.63
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	10.04
24580 - Child Care Center Clerk	13.63
24610 - Chore Aide	11.35
24620 - Family Readiness And Support Services Coordinator	13.44
24630 - Homemaker	14.44
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	27.31
25040 - Sewage Plant Operator	23.29
25070 - Stationary Engineer	27.31
25190 - Ventilation Equipment Tender	20.58
25210 - Water Treatment Plant Operator	23.29

27000 - Protective Service Occupations	
27004 - Alarm Monitor	22.01
27007 - Baggage Inspector	17.55
27008 - Corrections Officer	23.96
27010 - Court Security Officer	25.24
27030 - Detection Dog Handler	22.01
27040 - Detention Officer	23.96
27070 - Firefighter	25.75
27101 - Guard I	17.55
27102 - Guard II	22.01
27131 - Police Officer I	28.67
27132 - Police Officer II	31.84
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	15.64
28042 - Carnival Equipment Repairer	16.71
28043 - Carnival Equipment Worker	11.72
28210 - Gate Attendant/Gate Tender	14.01
28310 - Lifeguard	11.90
28350 - Park Attendant (Aide)	15.66
28510 - Recreation Aide/Health Facility Attendant	11.35
28515 - Recreation Specialist	19.27
28630 - Sports Official	12.47
28690 - Swimming Pool Operator	22.22
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	27.81
29020 - Hatch Tender	27.81
29030 - Line Handler	27.81
29041 - Stevedore I	25.82
29042 - Stevedore II	29.78
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	35.77
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	24.66
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	27.16
30021 - Archeological Technician I	16.14
30022 - Archeological Technician II	18.43
30023 - Archeological Technician III	24.07
30030 - Cartographic Technician	25.48
30040 - Civil Engineering Technician	24.78
30061 - Drafter/CAD Operator I	16.14
30062 - Drafter/CAD Operator II	18.43
30063 - Drafter/CAD Operator III	20.55
30064 - Drafter/CAD Operator IV	24.77
30081 - Engineering Technician I	16.35
30082 - Engineering Technician II	18.35
30083 - Engineering Technician III	20.53
30084 - Engineering Technician IV	25.43
30085 - Engineering Technician V	31.11
30086 - Engineering Technician VI	38.46
30090 - Environmental Technician	22.34
30210 - Laboratory Technician	23.90
30240 - Mathematical Technician	22.36
30361 - Paralegal/Legal Assistant I	17.77
30362 - Paralegal/Legal Assistant II	22.02
30363 - Paralegal/Legal Assistant III	26.94
30364 - Paralegal/Legal Assistant IV	32.59
30390 - Photo-Optics Technician	22.36
30461 - Technical Writer I	22.20
30462 - Technical Writer II	27.15
30463 - Technical Writer III	32.85
30491 - Unexploded Ordnance (UXO) Technician I	22.74



30492 - Unexploded Ordnance (UXO) Technician II	27.51
30493 - Unexploded Ordnance (UXO) Technician III	32.97
30494 - Unexploded (UXO) Safety Escort	22.74
30495 - Unexploded (UXO) Sweep Personnel	22.74
30620 - Weather Observer, Combined Upper Air Or Surface Programs	(see 2) 20.55
30621 - Weather Observer, Senior	(see 2) 20.75
31000 - Transportation/Mobile Equipment Operation Occupations	
31020 - Bus Aide	11.43
31030 - Bus Driver	16.99
31043 - Driver Courier	12.52
31260 - Parking and Lot Attendant	10.69
31290 - Shuttle Bus Driver	13.65
31310 - Taxi Driver	11.88
31361 - Truckdriver, Light	13.65
31362 - Truckdriver, Medium	14.80
31363 - Truckdriver, Heavy	21.02
31364 - Truckdriver, Tractor-Trailer	21.02
99000 - Miscellaneous Occupations	
99030 - Cashier	10.64
99050 - Desk Clerk	9.81
99095 - Embalmer	24.57
99251 - Laboratory Animal Caretaker I	12.19
99252 - Laboratory Animal Caretaker II	13.28
99310 - Mortician	24.57
99410 - Pest Controller	21.01
99510 - Photofinishing Worker	11.95
99710 - Recycling Laborer	16.23
99711 - Recycling Specialist	19.82
99730 - Refuse Collector	14.49
99810 - Sales Clerk	12.30
99820 - School Crossing Guard	14.43
99830 - Survey Party Chief	23.63
99831 - Surveying Aide	14.85
99832 - Surveying Technician	20.32
99840 - Vending Machine Attendant	16.41
99841 - Vending Machine Repairer	20.45
99842 - Vending Machine Repairer Helper	16.41

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**ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:**

**HEALTH & WELFARE:** \$4.02 per hour or \$160.80 per week or \$696.79 per month

**VACATION:** 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 5 years, 4 weeks after 10 years, and 5 weeks after 20 years.

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

**HOLIDAYS:** A minimum of 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) Does not apply to employees employed in a bona fide executive, administrative, or professional capacity as defined and delineated in 29 CFR 541. (See CFR 4.156)

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.

## SECTION E - SOLICITATION PROVISIONS

### **E.1 52.209-5 REPRESENTATION BY CORPORATIONS REGARDING AN UNPAID TAX LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW (DEVIATION)(MAR 2012)**

(a) In accordance with Division H, sections 8124 and 8125 of P.L. 112-74 and sections 738 and 739 of P.L. 112-55 none of the funds made available by either Act may be used to enter into a contract with any corporation that—

(1) Has an unpaid federal tax liability, unless the agency has considered suspension or debarment of the corporation and the Suspension and Debarment Official has made a determination that this action is not necessary to protect the interests of the Government.

(2) Has a felony criminal violation under any Federal or State law within the preceding 24 months, unless the agency has considered suspension or debarment of the corporation and Suspension and Debarment Official has made a determination that this action is not necessary to protect the interests of the Government.

(b) The Offeror represents that—

(1) The offeror does ☐ does not ☐ have any unpaid Federal tax liability that has been assessed and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

(2) The offeror, its officers or agents acting on its behalf have ☐ have not ☐ been convicted of a felony criminal violation under a Federal or State law within the preceding 24 months.

(End of Provision)

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

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

- (1) Technical Capability;
- (2) Past Performance; and
- (3) Price.

Technical and past performance, when combined, are approximately equal to Price..

(b) *Options.* The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is

unacceptable if the option prices are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s).

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

(End of Provision)

## E.3 BASIS FOR AWARD

### BASIS OF AWARD

#### **Cardiac Event and Holter Monitors Services**

#### **For the**

#### **Boise VA Medical Facilities**

**1.0. Contract Type:** The Government intends to award a single Indefinite Delivery, Indefinite Quantity (IDIQ) type contract. Please note the following changes, clarifications, or additions to the terms in various provisions and clauses included in this solicitation.

**2.0. Responsive and Responsible:** This is a best value negotiated acquisition based on trade-offs of evaluation factors. A single offeror will be selected who is deemed responsive and responsible in accordance with the Federal Acquisition Regulation (FAR) 9.104-1, whose proposal conforms to the solicitation's requirements and who has acceptable or neutral past performance.

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

**4.0. IDIQ Contract:** A written notice of award or acceptance of a proposal, emailed or otherwise furnished to the successful offeror within the time for acceptance specified in the solicitation, shall result in a contract without further action by either party. Before the proposal's specified expiration time, the Government may accept that proposal, whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award. The vendor agrees to make the period of acceptance for their proposal 90 days unless otherwise stated explicitly in their proposal.

**5.0. SAM Registration:** Offeror must be registered in the System for Award Management (SAM). No contract will be entered into with an unregistered contractor. Internet access allows you to register by

completing an electronic on-line registration application at <https://www.sam.gov/index.html/#1> . On-line Representations and Certifications (ORCA) may also be filled out at this website.

## **6.0. Proposal Preparation Instructions:**

6.1 Specific Instructions: All proposals shall be legible and prepared in the following general format to be properly evaluated. A cover sheet with the company's name, address and telephone number, solicitation number, title of the solicitation, and the original date of submittal shall be provided. The original date shall be located in the upper right hand corner of the cover sheet. Return proposals no later than what's shown in block 8 (page 1) to the address shown in Block 9 (page 1) of the Standard Form 1449. Please send to the attention of the Contracting Officer, Paul Richardson. Preferably, proposals should be emailed to Paul.Richardson2@va.gov. Offers shall be complete, self-sufficient, and respond directly to the requirements of this solicitation. **Proposals that include changes to the Performance Work Statement (PWS) shall be deemed non-responsive and will not be considered for award of a contract.**

### 6.1.1 Format.

Part I - Executed Request for Proposals.  
Part II - Technical Capability (Quality).  
Part III - Past Performance.  
Part IV - Price.

6.1.2. Part I - Executed Request for Proposals: Requires the offeror to complete blocks 17a, 17b, 30a, 30b and 30c. Complete all necessary fill-ins and certifications concerning – Offeror Representations and Certifications at FAR Clause 52.212-3 and acknowledgement of amendments issued (may be done online- see paragraph 5 above). The form, *Contractor Employees Legal Status* (page 26) shall also be signed and submitted with the offeror's proposal.

6.1.3. Part II - Technical Quality: Technical Quality will be determined by evaluation of the following submitted documents, which represent technical subfactors:

6.1.3.1. Subfactor 1: Services Management Plan: This is the Contractor's plan that explains in detail how the Contractor is organized to provide the required services in a timely and cost-effective manner to the Government and VA client patients. This plan shall additionally discuss a) the vendor's competencies and compliance with federal and state regulations regarding the operation of such services; b) the number and type of vendor personnel who are licensed or otherwise certified to provide these services; and c) the vendor's plan for maintaining an acceptable quantity and quality of personnel to provide services under this contract. d) the vendor's plan for maintaining an acceptable quantity and quality of monitors

6.1.3.2. Subfactor 2: Quality Control Plan: This is the Contractor's plan that outlines the Contractor's process in ensuring the quality of the services they will provide under this agreement.

6.1.4. Part III - Past Performance: Offeror shall submit the name of the company, telephone number and point of contact for a minimum of three (3) recent and relevant contracts that show past performance information on the same type of contract as is proposed here. If the offeror has no past performance information on this type of contract, the offeror shall specifically state that it has no such past performance. The Government reserves the right to obtain past performance information from other sources. The past performance information shall include the following:

6.1.4.1. Name of contracting activity(ies);

6.1.4.2. Contract number(s);

6.1.4.3. Contract type(s);

6.1.4.4. Total contract value(s);

6.1.4.5. Brief statement of contract work performed with contract performance period(s);

6.1.4.6. Name, telephone and fax numbers, and email addresses of the subject contract(s) Contracting Officer(s), Contracting Officer's Representatives(s), and Program Manager(s).

6.1.5. Part IV - Price: Insert proposed pricing in section B5 price and cost schedule. Note that quantity amounts are estimated based on historical records, but do not guarantee the Contractor that services in these amounts will be ordered.

#### **E.4 52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS— COMMERCIAL ITEMS (DEC 2014)**

The offeror shall complete only paragraph (b) of this provision if the offeror has completed the annual representations and certifications electronically via <http://www.acquisition.gov>. If an offeror has not completed the annual representations and certifications electronically at the System for Award Management (SAM) website, the offeror shall complete only paragraphs (c) through (p) of this provision.

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

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

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

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

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

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

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



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

“Manufactured end product” means any end product in Federal Supply Classes (FSC) 1000-9999, except—

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

“Place of manufacture” means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

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

- (1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;
- (2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;
- (3) Consist of providing goods or services to marginalized populations of Sudan;
- (4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;
- (5) Consist of providing goods or services that are used only to promote health or education; or

(6) Have been voluntarily suspended.

“Sensitive technology”—

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

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

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

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

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

(1) Means a small business concern—

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

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

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

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

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

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

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

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

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

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

(1) Directly by a parent corporation; or

(2) Through another subsidiary of a parent corporation.

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

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

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

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

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

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

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

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

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

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

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

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

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

(3) *Service-disabled veteran-owned small business concern.* [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.] The offeror

represents as part of its offer that it ☐ is, ☐ is not a service-disabled veteran-owned small business concern.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

employed officers or employees of the offeror to whom payments of reasonable compensation were made.

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

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

(2) Foreign End Products:

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

[List as necessary]

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

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

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

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

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

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

*[List as necessary]*

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

Other Foreign End Products:

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

*[List as necessary]*

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

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

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

Canadian End Products:

Line Item No.

_____
_____
_____

*[List as necessary]*

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

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

Canadian or Israeli End Products:

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

*[List as necessary]*

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

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

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

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

*[List as necessary]*

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

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

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

Other End Products:



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

[List as necessary]

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

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

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

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

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

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

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

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

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

(ii) *Examples.*

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

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

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

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

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

(1) *Listed end products.*

Listed End Product	Listed Countries of Origin
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(2) *Certification. [If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.]*

[ ] (i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

[ ] (ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(j) *Place of manufacture.* (Does not apply unless the solicitation is predominantly for the acquisition of manufactured end products.) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly—

(1) ☐ In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or

(2) ☐ Outside the United States.

(k) *Certificates regarding exemptions from the application of the Service Contract Labor Standards.* (Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services.)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

☐ TIN: \_\_\_\_\_.

☐ TIN has been applied for.

☐ TIN is not required because:

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

☐ Offeror is an agency or instrumentality of a foreign government;

☐ Offeror is an agency or instrumentality of the Federal Government.

(4) *Type of organization*.

☐ Sole proprietorship;

☐ Partnership;

☐ Corporate entity (not tax-exempt);

☐ Corporate entity (tax-exempt);

☐ Government entity (Federal, State, or local);

☐ Foreign government;

☐ International organization per 26 CFR 1.6049-4;

☐ Other \_\_\_\_\_.

(5) *Common parent*.

[ ] Offeror is not owned or controlled by a common parent;

[ ] Name and TIN of common parent:

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

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

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

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

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

(2) Representation. By submission of its offer, the offeror represents that—

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

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

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

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

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

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

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

(iii) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds \$3,000 with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked pursuant to the International Emergency Economic Powers Act (50 U.S.C. 1701 *et seq.*) (see OFAC's Specially Designated Nationals and Blocked Persons List at <http://www.treasury.gov/ofac/downloads/t11sdn.pdf>).

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

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

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

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

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

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

Immediate owner CAGE code:

---

Immediate owner legal name:

---

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

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

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

Highest-level owner CAGE code:

---

Highest-level owner legal name:

---

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

(End of Provision)

## **E.5 52.216-1 TYPE OF CONTRACT (APR 1984)**

The Government contemplates award of an Indefinite Delivery, Indefinite Quantity, Firm Fixed-Price contract resulting from this solicitation.

(End of Provision)

## **E.6 52.217-5 EVALUATION OF OPTIONS (JUL 1990)**

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

(End of Provision)

**E.7 52.233-2 SERVICE OF PROTEST (SEP 2006)**

Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

Mark Erickson  
mark.erickson3@va.gov  
Hand-Carried Address:

Department of Veterans Affairs

Network Contracting Office 20  
1495 Wilmington Drive  
Suite 360  
Dupont WA 98327  
Mailing Address:

(Same as above)

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of Provision)

**E.8 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)**

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

<http://www.acquisition.gov/far/index.html>  
<http://www.va.gov/oal/library/vaar/>

(End of Provision)

<u>FAR Number</u>	<u>Title</u>	<u>Date</u>
52.204-7	SYSTEM FOR AWARD MANAGEMENT	JUL 2013
52.209-7	INFORMATION REGARDING RESPONSIBILITY MATTERS	JUL 2013
52.212-1	INSTRUCTIONS TO OFFERORS—COMMERCIAL ITEMS	APR 2014

52.225-25 PROHIBITION ON CONTRACTING WITH ENTITIES  
ENGAGING IN CERTAIN ACTIVITIES OR TRANSACTIONS  
RELATING TO IRAN—REPRESENTATION AND  
CERTIFICATIONS

DEC 2012

## **E.9 VAAR 852.215-70 SERVICE-DISABLED VETERAN-OWNED AND VETERAN-OWNED SMALL BUSINESS EVALUATION FACTORS (DEC 2009)**

(a) In an effort to achieve socioeconomic small business goals, depending on the evaluation factors included in the solicitation, VA shall evaluate offerors based on their service-disabled veteran-owned or veteran-owned small business status and their proposed use of eligible service-disabled veteran-owned small businesses and veteran-owned small businesses as subcontractors.

(b) Eligible service-disabled veteran-owned offerors will receive full credit, and offerors qualifying as veteran-owned small businesses will receive partial credit for the Service-Disabled Veteran-Owned and Veteran-owned Small Business Status evaluation factor. To receive credit, an offeror must be registered and verified in Vendor Information Pages (VIP) database. (<http://www.VetBiz.gov>).

(c) Non-veteran offerors proposing to use service-disabled veteran-owned small businesses or veteran-owned small businesses as subcontractors will receive some consideration under this evaluation factor. Offerors must state in their proposals the names of the SDVOSBs and VOSBs with whom they intend to subcontract and provide a brief description of the proposed subcontracts and the approximate dollar values of the proposed subcontracts. In addition, the proposed subcontractors must be registered and verified in the VetBiz.gov VIP database (<http://www.vetbiz.gov>).

(End of Provision)

## **E.10 VAAR 852.215-71 EVALUATION FACTOR COMMITMENTS (DEC 2009)**

The offeror agrees, if awarded a contract, to use the service-disabled veteran-owned small businesses or veteran-owned small businesses proposed as subcontractors in accordance with 852.215-70, Service-Disabled Veteran-Owned and Veteran-Owned Small Business Evaluation Factors, or to substitute one or more service-disabled veteran-owned small businesses or veteran-owned small businesses for subcontract work of the same or similar value.

(End of Clause)

## **E.11 VAAR 852.233-70 PROTEST CONTENT/ALTERNATIVE DISPUTE RESOLUTION (JAN 2008)**

(a) Any protest filed by an interested party shall:

- (1) Include the name, address, fax number, and telephone number of the protester;
- (2) Identify the solicitation and/or contract number;
- (3) Include an original signed by the protester or the protester's representative and at least one copy;
- (4) Set forth a detailed statement of the legal and factual grounds of the protest, including a description of resulting prejudice to the protester, and provide copies of relevant documents;
- (5) Specifically request a ruling of the individual upon whom the protest is served;



(6) State the form of relief requested; and

(7) Provide all information establishing the timeliness of the protest.

(b) Failure to comply with the above may result in dismissal of the protest without further consideration.

(c) Bidders/offerors and contracting officers are encouraged to use alternative dispute resolution (ADR) procedures to resolve protests at any stage in the protest process. If ADR is used, the Department of Veterans Affairs will not furnish any documentation in an ADR proceeding beyond what is allowed by the Federal Acquisition Regulation.

(End of Provision)

## **E.12 VAAR 852.233-71 ALTERNATE PROTEST PROCEDURE (JAN 1998)**

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

(End of Provision)

PLEASE NOTE: The correct mailing information for filing alternate protests is as follows:

Deputy Assistant Secretary for Acquisition and Logistics,  
Risk Management Team, Department of Veterans Affairs  
810 Vermont Avenue, N.W.  
Washington, DC 20420

Or for solicitations issued by the Office of Construction and Facilities Management:

Director, Office of Construction and Facilities Management  
811 Vermont Avenue, N.W.  
Washington, DC 20420

(End of Provision)

## **E.13 VAAR 852.271-70 NONDISCRIMINATION IN SERVICES PROVIDED TO BENEFICIARIES (JAN 2008)**

The contractor agrees to provide all services specified in this contract for any person determined eligible by the Department of Veterans Affairs, regardless of the race, color, religion, sex, or national origin of the person for whom such services are ordered. The contractor further warrants that he/she will not resort to subcontracting as a means of circumventing this provision.

(End of Provision)

**E.14 VAAR 852.273-74 AWARD WITHOUT EXCHANGES (JAN 2003)**

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

(End of Provision)