

<b>SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, &amp; 30</b>				1. REQUISITION NO.		PAGE 1 OF 61			
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NO.		5. SOLICITATION NUMBER 36C25018Q0264			
						6. SOLICITATION ISSUE DATE 01-19-2018			
7. FOR SOLICITATION INFORMATION CALL:		a. NAME Miriam LeMaitre    miriam.lemaitre@va.gov		b. TELEPHONE NO. (No Collect Calls) 734-222-4299		8. OFFER DUE DATE/LOCAL TIME 01-29-2018 11:00 AM EST			
9. ISSUED BY Department of Veterans Affairs Network Contracting Office 10 PO Box 492  Ann Arbor MI 48106				10. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED OR <input checked="" type="checkbox"/> SET ASIDE: 100 % FOR:  <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM    NAICS: 541990 <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> EDWOSB <input checked="" type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> 8(A)    SIZE STANDARD: \$15 Million					
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input checked="" type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS		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 John D Dingell VAMC 4646 John R St  Detroit MI 48201				16. ADMINISTERED BY Department of Veterans Affairs Network Contracting Office 10 PO Box 492  Ann Arbor MI 48106					
17a. CONTRACTOR/OFFEROR		CODE		FACILITY CODE		18a. PAYMENT WILL BE MADE BY			
						Department of Veterans Affairs Financial Management System PO Box 149971 Austin TX 78714-9971  PHONE: 877-353-9791    FAX: 512-460-5540			
TELEPHONE NO.    DUNS:    DUNS+4:				18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input checked="" type="checkbox"/> SEE ADDENDUM					
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER									
19. ITEM NO.		20. See CONTINUATION Page SCHEDULE OF SUPPLIES/SERVICES		21. QUANTITY		22. UNIT			
						23. UNIT PRICE			
						24. AMOUNT			
		Radiation Safety Officer/Medical Physicist Services for the Detroit VAMC in accordance with the Statement of Work included herein. This requirement is set-aside for SDVOSB.  Offerors shall submit an offer that conforms to all requirements of this solicitation as stated in the Statement of Work, Pricing Schedule, Instructions to Offerors and Basis for Award. All questions submitted in response to this solicitation shall be submitted no later than 12:00 PM EST 23 January 2018. The Government makes no assurance that questions received after the established date and time will be addressed. All answers in response to questions shall be published via solicitation amendment and no direct responses will be provided. Submit questions via email to <a href="mailto:Miriam.lemaitre@va.gov">Miriam.lemaitre@va.gov</a> AND <a href="mailto:Robert.kay@va.gov">Robert.kay@va.gov</a> This requirement is being solicited under the authority of 38 U.S.C. 8153 and VAAR part 873.  (Use Reverse and/or Attach Additional Sheets as Necessary)							
25. ACCOUNTING AND APPROPRIATION DATA    See CONTINUATION Page				26. TOTAL AWARD AMOUNT (For Govt. Use Only)					
<input checked="" type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA				<input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.					
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA				<input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED					
<input checked="" type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 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				<input type="checkbox"/> 29. AWARD OF CONTRACT: REF. _____ OFFER DATED _____ YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN IS ACCEPTED AS TO ITEMS:					
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)					
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) Miriam LeMaitre Contracting Officer		31c. DATE SIGNED			

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## SECTION B - CONTINUATION OF SF 1449 BLOCKS

### B.1 CONTRACT ADMINISTRATION DATA

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

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

a. CONTRACTOR:

b. GOVERNMENT: Contracting Officer - Miriam LeMaitre 36C506

Department of Veterans Affairs  
Network Contracting Office 10  
PO Box 492  
Ann Arbor MI 48106

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

☒ 52.232-33, Payment by Electronic Funds Transfer—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, after performance and acceptance

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

Vendors are required 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. Please go to this website: <http://ob10.com/us/en/veterans-affairs-us/> to submit electronic invoices. FSC e-Invoice Email: vafscshd@va.gov ht

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 VAAR 852.219-10 VA Notice of Total Service- Disabled Veteran-Owned Small Business Set-Aside. 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.

### **B.3 IT CONTRACT SECURITY**

#### **VA INFORMATION AND INFORMATION SYSTEM SECURITY/PRIVACY**

##### **1. GENERAL**

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

##### **2. ACCESS TO VA INFORMATION AND VA INFORMATION SYSTEMS**

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

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

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

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

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

### 3. VA INFORMATION CUSTODIAL LANGUAGE

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

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

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

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

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

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

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

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

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

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

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

l. 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. INFORMATION SYSTEM DESIGN AND DEVELOPMENT

a. Information systems that are designed or developed for or on behalf of VA at non-VA facilities shall comply with all VA directives developed in accordance with FISMA, HIPAA, NIST, and related VA security and privacy control requirements for Federal information systems. This includes standards for the protection of electronic PHI, outlined in 45 C.F.R. Part 164, Subpart C, information and system security categorization level designations in accordance with FIPS 199 and FIPS 200 with implementation of all baseline security controls commensurate with the FIPS 199 system security

categorization (reference Appendix D of VA Handbook 6500, VA Information Security Program). During the development cycle a Privacy Impact Assessment (PIA) must be completed, provided to the COR, and approved by the VA Privacy Service in accordance with Directive 6507, VA Privacy Impact Assessment.

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

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

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

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

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

g. The contractor/subcontractor agrees to:

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

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

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

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

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

h. In the event of violations of the Act, a civil action may be brought against the agency involved when the violation concerns the design, development, or operation of a SOR on individuals to accomplish an

agency function, and criminal penalties may be imposed upon the officers or employees of the agency when the violation concerns the operation of a SOR on individuals to accomplish an agency function. For purposes of the Act, when the contract is for the operation of a SOR on individuals to accomplish an agency function, the contractor/subcontractor is considered to be an employee of the agency.

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

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

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

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

j. The vendor shall notify VA within 24 hours of the discovery or disclosure of successful exploits of the vulnerability which can compromise the security of the Systems (including the confidentiality or integrity of its data and operations, or the availability of the system). Such issues shall be remediated as quickly as is practical, but in no event longer than 30 days.

k. When the Security Fixes involve installing third party patches (such as Microsoft OS patches or Adobe Acrobat), the vendor will provide written notice to the VA that the patch has been validated as not affecting the Systems within 10 working days. When the vendor is responsible for operations or maintenance of the Systems, they shall apply the Security Fixes within 30 days.

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

## 5. INFORMATION SYSTEM HOSTING, OPERATION, MAINTENANCE, OR USE

a. For information systems that are hosted, operated, maintained, or used on behalf of VA at non-VA facilities, contractors/subcontractors are fully responsible and accountable for ensuring compliance with all HIPAA, Privacy Act, FISMA, NIST, FIPS, and VA security and privacy directives and handbooks. This includes conducting compliant risk assessments, routine vulnerability scanning, system patching and change management procedures, and the completion of an acceptable contingency plan for each system. The contractor's security control procedures must be equivalent, to those procedures used to secure VA



systems. A Privacy Impact Assessment (PIA) must also be provided to the COR and approved by VA Privacy Service prior to operational approval. All external Internet connections to VA's network involving VA information must be reviewed and approved by VA prior to implementation.

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

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

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

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

f. VA prohibits the installation and use of personally-owned or contractor/ subcontractor-owned equipment or software on VA's network. If non-VA owned equipment must be used to fulfill the requirements of a contract, it must be stated in the service agreement, SOW or contract. All of the security controls required for government furnished equipment (GFE) must be utilized in approved other equipment (OE) and must be funded by the owner of the equipment. All remote systems must be equipped with, and use, a VA-approved antivirus (AV) software and a personal (host-based or enclave

based) firewall that is configured with a VA-approved configuration. Software must be kept current, including all critical updates and patches. Owners of approved OE are responsible for providing and maintaining the anti-viral software and the firewall on the non-VA owned OE.

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

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

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

## 6. SECURITY INCIDENT INVESTIGATION

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

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

c. With respect to unsecured protected health information, the business associate is deemed to have discovered a data breach when the business associate knew or should have known of a breach of such information. Upon discovery, the business associate must notify the covered entity of the breach. Notifications need to be made in accordance with the executed business associate agreement.

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

## 7. LIQUIDATED DAMAGES FOR DATA BREACH

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

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

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

(1) Nature of the event (loss, theft, unauthorized access);

(2) Description of the event, including:

(a) date of occurrence;

(b) data elements involved, including any PII, such as full name, social security number, date of birth, home address, account number, disability code;

(3) Number of individuals affected or potentially affected;

- (4) Names of individuals or groups affected or potentially affected;
  - (5) Ease of logical data access to the lost, stolen or improperly accessed data in light of the degree of protection for the data, e.g., unencrypted, plain text;
  - (6) Amount of time the data has been out of VA control;
  - (7) The likelihood that the sensitive personal information will or has been compromised (made accessible to and usable by unauthorized persons);
  - (8) Known misuses of data containing sensitive personal information, if any;
  - (9) Assessment of the potential harm to the affected individuals;
  - (10) Data breach analysis as outlined in 6500.2 Handbook, Management of Security and Privacy Incidents, as appropriate; and
  - (11) Whether credit protection services may assist record subjects in avoiding or mitigating the results of identity theft based on the sensitive personal information that may have been compromised.
- d. Based on the determinations of the independent risk analysis, the contractor shall be responsible for paying to the VA liquidated damages in the amount of \$37.50 per affected individual to cover the cost of providing credit protection services to affected individuals consisting of the following:
- (1) Notification;
  - (2) One year of credit monitoring services consisting of automatic daily monitoring of at least 3 relevant credit bureau reports;
  - (3) Data breach analysis;
  - (4) Fraud resolution services, including writing dispute letters, initiating fraud alerts and credit freezes, to assist affected individuals to bring matters to resolution;
  - (5) One year of identity theft insurance with \$20,000.00 coverage at \$0 deductible; and
  - (6) Necessary legal expenses the subjects may incur to repair falsified or damaged credit records, histories, or financial affairs.

## 8. SECURITY CONTROLS COMPLIANCE TESTING

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

## 9. TRAINING

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

(1) Sign and acknowledge (either manually or electronically) understanding of and responsibilities for compliance with the Contractor Rules of Behavior, Appendix E relating to access to VA information and information systems;

(2) Successfully complete the VA Cyber Security Awareness and Rules of Behavior training and annually complete required security training;

(3) Successfully complete the appropriate VA privacy training and annually complete required privacy training; and

(4) Successfully complete any additional cyber security or privacy training, as required for VA personnel with equivalent information system access [to be defined by the VA program official and provided to the contracting officer for inclusion in the solicitation document - e.g., any role-based information security training required in accordance with NIST Special Publication 800-16, Information Technology Security Training Requirements.]

b. The contractor shall provide to the contracting officer and/or the 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.

c. Failure to complete the mandatory annual training and sign the Rules of Behavior annually, within the timeframe required, is grounds for suspension or termination of all physical or electronic access privileges and removal from work on the contract until such time as the training and documents are complete.

(End of Clause)

## **B.4 STATEMENT OF WORK**

### **MEDICAL PHYSICIST AND RADIATION SAFETY OFFICER**

#### **BACKGROUND**

The Department of Veterans Affairs Detroit Medical Center (DVAMC) has the need for the services of a Radiation Safety Officer (RSO)/ Medical Physicist. The contractor shall furnish the services of Radiation Safety Officer and Medical Physicist for the John D. Dingell VAMC, 4646 John R. Street, Detroit, MI 48201.

The contractor shall ensure that Detroit VAMC meets the standards and regulatory requirements for radioactive material use, diagnostic machine sources of ionizing radiation, and MRI, consistent with:

- National Health Physics Program (NHPP) (<http://www.patientcare.va.gov/nhpp.asp>)
- Nuclear Regulatory Commission (NRC) [www.nrc.gov](http://www.nrc.gov)
- Joint Commission on Accreditation [www.jointcommission.org](http://www.jointcommission.org)
- The American College of Radiology (ACR) practice guidelines  
<http://www.acr.org/~media/ACR/Documents/PGTS/standards/ElectronicPracticeMedImg.pdf>
- Occupational Health and Safety Administration, OSHA; [www.osha.gov](http://www.osha.gov)
- VHA MML permit conditions for the DVAMC

The contractor shall adhere to the following policy/handbooks:

- VA Directive 1663: Health Care Resources Contracting - Buying  
[http://www1.va.gov/vapubs/viewPublication.asp?Pub\\_ID=347](http://www1.va.gov/vapubs/viewPublication.asp?Pub_ID=347)
- Veterans Health Administration (VHA) Directive 2006-041 "Veterans' Health Care Service Standards"  
[https://www1.va.gov/vhapublications/ViewPublication.asp?pub\\_ID=1443](https://www1.va.gov/vhapublications/ViewPublication.asp?pub_ID=1443)
- VHA Handbook 1100.17: National Practitioner Data Bank Reports -  
[http://www1.va.gov/vhapublications/ViewPublication.asp?pub\\_ID=2135](http://www1.va.gov/vhapublications/ViewPublication.asp?pub_ID=2135)
- VHA Handbook 1100.18 Reporting And Responding To State Licensing Boards -  
[http://www1.va.gov/vhapublications/ViewPublication.asp?pub\\_ID=1364](http://www1.va.gov/vhapublications/ViewPublication.asp?pub_ID=1364)
- VHA Handbook 1100.19 Credentialing and Privileging –  
[http://www.va.gov/vhapublications/ViewPublication.asp?pub\\_ID=2910](http://www.va.gov/vhapublications/ViewPublication.asp?pub_ID=2910)
- VHA Directive 2012-030 Credentialing of Health Care Professionals –  
[http://vaww.va.gov/vhapublications/ViewPublication.asp?pub\\_ID=2815](http://vaww.va.gov/vhapublications/ViewPublication.asp?pub_ID=2815)
- VHA Handbook 1907.01 Health Information Management and Health Records:  
[http://www1.va.gov/vhapublications/ViewPublication.asp?pub\\_ID=2791](http://www1.va.gov/vhapublications/ViewPublication.asp?pub_ID=2791)
- Privacy Act of 1974 (5 U.S.C. 552a) as amended  
[http://www.justice.gov/oip/foia\\_updates/Vol\\_XVII\\_4/page2.htm](http://www.justice.gov/oip/foia_updates/Vol_XVII_4/page2.htm)

**The Radiation Safety Officer/Medical Physicist shall:**

- Implement and maintain the Radiation Protection Program as referenced in NRC: 10 Code of Federal Regulations (CFR) 20.1101.
- Be able to be named on our permit as the RSO for the following sections and activities:
  - 35.100

- 35.200
- 35.300
- Research
- Report in writing quarterly to the facility on compliance to National Health Physics Program (NHPP), The Joint Commission (TJC), and Veterans Health Administration (VHA) standards for Computed Tomography, Nuclear Medicine, Magnetic Resonance Imaging, Diagnostic Radiology, Dental and C- arm.
- Ensure that the DVAMC location meets all NHPP, NRC, state, federal, and Joint Commission requirements and exists in a state of compliance for all inspections. The contractor shall submit a report quarterly to the facility regarding compliance or proposed changes in regulations and therefore local procedures. A copy of this report shall be kept by the contractor in accordance to NRC 10 CFR 20.1101 and a copy given to the Contracting Officers Representative, the Chief, Safety services and the Chief, Biomedical engineering within five working days.
- Assist the DVAMC administration in the conduct of the institution's radiation safety, quality management, and As Low As Reasonably Achievable (ALARA) programs by reviewing, suggesting areas for improvement, updating policies, and or Medical Center Memorandums pertaining to these topics, procedures, and any service guidelines. The contractor shall submit all updated policies and or Medical Center Memorandums within two business days of completion to the Chief, Safety Service and the contractor shall also maintain a copy.
- Assists with all records required by the state, federal and hospital accreditation agencies are completed timely, updated per regulations, and on file at the DVAMC with a back-up copy to be maintained by the contractor. All documentation referenced in this specification shall be submitted within five (5) working days to the Contracting Officer's Representative and Chief, Safety Service.
- Attend the Radiation Safety Committee/Laser Safety Committee quarterly and address all standing items such as but not limited to;
  - Patient safety concerns
  - Nursing/radiologist radiation safety training
  - Personal dosimetry status report and ALARA
  - Footprint measurement status
  - Security status review
  - Status of the written directives
  - Nuclear medicine quality control review
  - Radiology - Detroit CT dose
- Attend the MRI Safety Committee quarterly and assists the committee all standing items such as but not limited to:
  - Announcements
  - Approval of minutes
  - Old business
  - New business
  - Training
  - Safety issues and incidents
- Emergency response drill which should cover one of each of the following on a quarterly basis
  - Pinned in the magnet
  - Cardiac arrest
  - Fire
  - Contrast reaction

**Review of action items:**

- Review radiation safety practices and investigate deviations from the radiation safety practices approved by facility management and/or the Radiation Safety Committee/Laser Safety Committee, if applicable.
- Review and submit by signature the Radiation Safety Committee/Laser Safety Committee minutes and MRI Safety Committee minutes within five (5) business days to the Chief, Safety Service and the Contracting Officer's Representative (COR) after each quarterly meeting or more often when applicable when or if additional meetings are required such as but not limited to over exposure, accidental spills and so on.
- Perform an annual review of the radiation safety program and submit a written summation of findings that meet all regulatory guidelines as listed previously to the COR and the Chief, Safety Service no later than January 31<sup>st</sup> of each year.
- The contractor shall conduct an annual review of DVAMC all policy and all procedure manuals pertaining to ionizing radiation safety for DVAMC campus. During the period of the contract, the contractor shall continually update these manuals to meet existing guidelines of the NHPP, NRC, state, federal and hospital accreditation authorities. The contractor shall inform the Chief, Safety Service and the COR of all changes made to the policies and procedures within two (2) business days of the signed final document.
- The contractor shall remain compliant at all times with any requirement changes as mandated by all regulatory agencies.
- The contractor shall return all urgent phone calls within two (2) hours and non-emergent phone calls within twenty-four (24) hours. Is also able to report, on-site, to respond to incidents/emergencies within four (4) hours when the DVAMC deems the physicist's presence is essential.
- Follow all applicable VA and VHA policies, procedures and directives.
- Prepare license compliance renewals and amendments as per NHPP and NRC requirements for the site.
- Perform annual physics evaluations using American College of Radiology (ACR) standards and phantoms on all equipment listed within each section as outlined. Provide certifications for each piece of equipment that can be displayed. A copy of these evaluations shall be provided no later than within thirty (30) days prior to the expiration of the previously issued equipment licensure and evaluation to the COR and the Chief, Safety Services.
- Review and monitor personnel radiation exposure reports monthly and provide written over-exposure reports if applicable.
- Review all incidents involving licensed materials and provide written incident reports that meet all NHPP and NRC guidelines. A copy of the report involving this standard must be provided to the Chief, Safety Services and the COR.
- Assist in the preparation of administrative reports required by the NHPP, the NRC or the DVAMC.
- Ensure annual training is complete (or upon hiring a new employees) of Nuclear medicine staff and other Safety staff regarding proper handling of radioactive materials and sealed sources, annual fluoroscopy safety training to Radiologists. Documentation of all training will be complied by the contractor and submitted to the COR and the Chief, Safety Services.
- Conduct duties while maintaining a safe environment at all times.

1. Completing or providing oversight for the radiation safety program through periodic reviews and audits, to include:

- a. Reviewing annually the radiation safety program review as specified in 10 CFR 20.1101, to include locations of use with emphasis on decommissioning records as specified in 10 CFR Part 30.
- b. Reviews or audits as needed, the radioactive materials scope of use.



- c. Evaluation of results from audits, reviews and inspections to determine possible generic issues or trends. Identify root causes, specify corrective actions and actions to prevent recurrence, and determine if any results are applicable to other uses of radioactive materials.
  - d. Distribution of results of audits, reviews and inspections to all work centers and availability to the staff working with or around radioactive materials.
  - e. Oversight and follow-up to resolve health and safety issues and radiation safety program deviations as needed.
  - f. Reviewing, at least every 6 months, occupational and public doses.
2. Reviewing, at least every 6 months, any identified health and safety issues or possible radiation safety program deviations from regulatory compliance or required practices.
  3. Reviewing and approving training and experience for prospective Radiation Safety Officers, authorized users and other staff requiring regulatory approval.
  4. Reviewing and approving proposed changes applicable to training, equipment, facilities and radiation safety procedures or practices.
  5. Ensuring sealed source inventories are completed:
    - a. Quarterly, for sealed sources with either current activity greater than 1 millicurie or current activity greater than 1000 times the quantities in 10 CFR Part 20, Appendix C.
    - b. Semiannually, for all other sealed sources except sources specifically exempted by 10 CFR 30.11. Ensuring sealed source records are maintained for transfer or disposition to document leak test results, if the sealed source was required by regulation or permit condition to have a leak test.
  6. Providing results if requested, for sealed source inventories and leak tests to NHPP.
  7. Providing oversight for security of radioactive materials by:
    - a. Compliance with regulations in 10 CFR 20.1801, 20.1802, and 10 CFR Part 37.
    - b. Assists the agency to minimize adversary or unauthorized removal of radioactive materials.
    - c. Compliance with the security guidelines in VHA Handbook 1200.06, Control of Hazardous Agents in VA Research Laboratories.
    - d. Assists the agency in taking on adequate security commensurate with possible risks of radioactive materials unauthorized use.
    - e. Classifying sealed sources, not in active use for their intended clinical or research purpose for a period of 24 months, as disused sources and evaluating the disused sources for disposal as expeditiously as possible.
  8. Assisting the radiation safety program implementation to be consistent with the program codes (i.e., whether broad-scope or limited-scope medical or research uses) and permitting conditions approved for the permittee.
  9. Ensuring approvals for authorized users and locations of use (except as authorized per 10 CFR 35.14) are limited to broad-scope permittees.
  10. Ensuring compliance with posting requirements specified in 10 CFR Part 19 and 21.6, as in the following.

Periodically evaluate “action levels” for continued appropriateness to ensure compliance with NRC: 10 CFR 20.1501 and 1502 for the following:

- Personal exposure investigation levels;
- Area surveys, dose rate and contamination levels;
- Bioassays, if necessary; and

- Radioactive effluent concentrations, if necessary.

Review the following Radiation Protection Program records:

- Sealed source inventories;
- Sealed source leak tests;
- Dose calibrator linearity tests;
- Dose calibrator accuracy tests;
- Dose calibrator geometrical variation tests;
- Occupational radiation exposure reports;
- Medical event documentation;
- Spill/incident reports for cause and corrective action; and
- Dose rate and contamination survey results.

Assist to ensure the use of reasonable practices and controls to strive to maintain doses to workers and to the public are ALARA, in compliance with NRC: 10 CFR 20.1101(b).

Review with facility management annually of the content of the Radiation Protection Program and determine if the written program is being implemented in compliance with NRC: 10 CFR 20.1101(c).

Assist to ensure as a part of the ALARA effort that individual members of the public shall not receive a Total Effective Dose Equivalent (TEDE) of more than 10 millirems (mrem) 0.1millsieverts (mSv) per year from airborne radioactive material releases as per 10 DFR 20.1101(d) as necessary.

Attend the Radiation Safety Committee/Laser Safety Committee that will oversee all uses of byproduct material permitted by the license as per NRC: 10 CFR 35.24(f).

The Radiation Safety Officer/Medical Physicist shall provide annual evaluation of nuclear medicine equipment including:

- Scintillation cameras
- Thyroid uptake systems
- Well counters
- Dose calibrators
- Survey meters

The Radiation Safety Officer/Medical Physicist shall provide the following:

- ACR level annual Performance Testing for the five (5) Nuclear Medicine cameras (or what is in current use)
- Dose calibrator accuracy tests;
- Dose calibrator linearity tests (shield method) (upon request);
- Uptake probe/well counter resolution and reproducibility tests;
- Radiation survey meter calibrations (NRC license 21-20153-01);
- Radionuclide sealed source leak tests (NRC license 21-20153-01);
- Radionuclide sealed source inventories and ambient surveys;
- Preparation of license renewals and amendments;
- Patient radiation dose estimate calculations per TJC; and

The Radiation Safety Officer/Medical Physicist shall be required to provide the following services in addition to those listed through this Statement of Work:

- Instruction, upon request, of personnel as required by state, federal, and accreditation agencies if performed in conjunction with quarterly audits;
- A review of incidents involving licensed material with respect to cause and subsequent actions taken and prepare incident reports;
- Preparation of misadministration/medical event reports;
- Conduct Nuclear Medicine Department Audits Quarterly;
- Attend the Radiation Safety Committee/Laser Safety Committee quarterly or more often if necessary.
- Be reachable in person or by telephone for emergency situations
- Be available for inspections in person or by telephone; and
- Remains current in the ability to provide applicable services to continually changing inventory
- Provide inspection/review of lead shielding in new or renovated construction.

Be available for inspections in person or by telephone.

### **Computed Tomography (CT):**

Shall for diagnostic computed tomography (CT) services within the current guidelines established by Joint Commission Accreditation, ACR and including VA policy and procedure;

- Perform ACR level annual performance testing of current equipment
  - Perform ACR level performance testing upon acceptance of new equipment
  - Perform ACR level performance testing upon repair of certified components relating to dose.

### **Diagnostic Radiology:**

For Diagnostic Radiology services: Shall for diagnostic radiology services within the current guidelines established by Joint Commission Accreditation, ACR and including VA policy and procedure;

- Perform ACR level annual performance testing of current equipment
- Perform ACR level performance testing upon acceptance of new equipment
- Perform ACR level performance testing upon repair of certified components relating to dose.

The contractor shall also review annually the results of lead garment testing.

### **Dental Service**

For Diagnostic Radiology services: Shall for Dental services within the current guidelines established by Joint Commission Accreditation, ACR and including VA policy and procedure;

- Perform ACR level annual performance testing of current equipment
- Perform ACR level performance testing upon acceptance of new equipment
- Perform ACR level performance testing upon repair of certified components relating to dose.

The contractor shall also review annually the results of lead garment testing

### **Magnetic Resonance Imaging (MRI):**

Shall for MRI services within the current guidelines established by Joint Commission Accreditation, ACR and including VA policy and procedure;

- Perform ACR level annual performance testing of current equipment
- Perform ACR level performance testing upon acceptance of new equipment

### **Nuclear Medicine:**

Review executive management approved procedures that can include policy and technical issues which, would make up the Radiation Protection Program as follows:

- Authorization for the purchase of radioactive material;
- Receipt and opening of packages containing radioactive material;
- Storage of radioactive material;
- Inventory control of radioactive material;
- Safe use of radioactive material;
- Emergency procedures in the event of loss, theft, etc.;
- Periodic radiation surveys and wipe tests;
- Checks of radiation survey and other radiation safety instruments; and
- Disposal of radioactive material.

Oversee a record system of the Radiation Protection Program per NRC: 10 CFR 20.2102 to include the provisions of the Radiation Protection Program until the license is terminated by the Nuclear Regulatory Commission such as:

- All records, reports, written policies and procedures required by regulatory agencies concerning radioactive material; and
- A copy of the regulations governing the possession, use and disposal of licensed material, such as Title 10 Code of Federal Regulations.

### **QUALIFICATIONS OF THE MEDICAL PHYSICIST PORTION:**

Board Certification - All contracted Medical Physicist(s) shall be board certified. All continuing education courses required for maintaining certification must be valid at all times with documentation provided to the VA Contracting Officer's Representative (COR) upon request. Documentation verifying that board certification is in good standing and current (i.e. signed and dated certificate and/or letter from the American Board of Radiology) shall be provided by the Contractor to the COR on an annual basis for each year of contract performance. In addition, documentation (i.e. copies of degrees) of the medical physicists' Master of Science (M.S.) degrees is to be provided to the COR.

Physicists must be Board Certified in Diagnostic Medical Physics by the one of the following approved certifying body:

- a. The American Board of Radiology (ABR) in any of the following field titles:  
Radiologic Physics or Radiological Physics or
- b. The American Board of Medical Physics (ABMP) with certification of American Board of Health Physics, or Canadian College of Physicist in Medicine.

Physicists also must maintain licensure with the Board of Licensure for Professional Medical Physicists, if applicable. Certification must be maintained throughout the contract performance period. In the event that Contractor's Radiation Safety Officer/Medical Physicist is not directly employed by the treating facility, documentation must be provided to ensure adequate certification.

Education – For physicists with Master's degrees or higher, the degree must be in a physics, science, or engineering discipline recognized by an accredited college or university with at least 30 semester hours in medical physics, health physics, radiological science, physics, engineering, chemistry, or biology; or an equivalent foreign degree and coursework substantiated by the National Association of Credential Evaluation Services.

### **QUALIFICATIONS OF THE RADIATION SAFETY OFFICER PORTION:**

VHA Handbook 1105.1, Appendix C, paragraph 6, Medical Permit Authorizing Medical Use of Radioactive Materials for Diagnosis or Therapy, requires that the RSO have training as set forth in NRC: 10 Code of Federal Regulations (CFR) Part 35, Subpart B, paragraph 35.50, Training for Radiation Safety Officer, as follows:

The RSO is certified by the –

- American Board of Health Physics in Comprehensive Health Physics;
- American Board of Radiology;
- American Board of Nuclear Medicine;
- American Board of Science in Nuclear Medicine;
- Board of Pharmaceutical Specialties in Nuclear Pharmacy;
- American Board of Medical Physics in radiation oncology physics;
- Royal College of Physicians and Surgeons of Canada in nuclear medicine;
- American Osteopathic Board of Radiology; or

The RSO must have classroom and laboratory training and experience as follows –

- 200 hours of classroom and laboratory training that includes –
  - Radiation physics and instrumentation;
  - Radiation protection
- Mathematics pertaining to the
  - Radiation biology; and
  - Radiopharmaceutical chemistry; and

The RSO shall have one year of full time experience as a Radiation Safety Technologist at a medical institution under the supervision of the individual identified as the Radiation Safety Officer on a Commission or Agreement State license that authorizes the medical use of byproduct material or is an authorized user identified on the licensee's license.

As set forth in VHA Handbook 1105.2, Appendix C, paragraph 9, Type A Permit of Broad Scope, the RSO shall additionally have the following training and experience:

- A college degree at the bachelor level or equivalent training and experience in the physical or biological sciences or in engineering.
- Documented experience in a clinical Computed Tomography (CT) environment conducting at least ten CT performance evaluations under the direct supervision of a board-certified medical physicist.
- Forty hours of formal RSO training, including instruction in the safe handling of radioactive material, characteristics of ionizing radiation, units of radiation dose and quantity, radiation detection and instrumentation, biological hazards of exposure to radiation, regulatory requirements of the NRC for radioactive material including accounting, reporting, using, transferring, shipping and disposing of radioactive materials that the RSO will use on the job. Additional formal training in radiation safety management, radiation dose assessment, and emergency response is desirable.
- Five years prior experience with radioactive material and devices. Professional experience must include managing and administering a radiation safety program related to the types, quantities, and uses of the radioactive materials that the applicant would use on the job. Prior experience as a names license or permit RSO is required.\*\*

\*\* Note: If contractor is unable to provide a RSO who was previously named as RSO on a license or VA permit, the contractor may be exempted from this requirement, upon receiving permission from VA NHPP program to do so, as long as other qualifications set forth herein are met.

The NHPP reviews qualifications: including the applicant RSO's past performance on other licenses or permits. The review may include an interview with the RSO.

- Continuing Education Units (CEU)/Continuing Medical Education (CME) hours-Requirements:

- a. Contractor(s) shall provide the COR copies of current CMEs as required or requested by BCVA.
- b. Contractor(s) registered or certified by national/medical associations shall continue to meet the minimum standards for CME to remain current. CME hours shall be reported to the credentials office for tracking. These documents are required for initial and renewal privileging. Failure to provide shall result in loss of privileges.

Training (CPRS and VA MANDATORY): Radiation Safety Officer/Medical Physicist shall meet all VA educational requirements and mandatory course requirements defined herein; all training must be completed by the contract providers as required by the VA.

## B.5 OTHER CONTRACT REQUIREMENTS

### Notification to Contractor

Contracting officers (Cos) must provide the following CPARS notice to the contractor upon award of an eligible contract action as described in FAR 42.1503. Cos must provide the notice to the contractor at award, but may include the notice in Section G or H of contracts on which the Uniform Contract Format is used, as an attachment to the order or contract, as part of the Statement of Work, as part of the award letter to the contractor, or by any other means as appropriate to the acquisition.

### CONTRACTOR PERFORMANCE ASSESSMENT REPORTING SYSTEM

(a) FAR 42.1502 directs all Federal agencies to collect past performance information on contracts. The Department of Veterans Affairs has implemented use of the Contractor Performance Assessment Reporting System (CPARS) to comply with this regulation. One or more past performance evaluations will be conducted in order to record your contract performance as required by FAR 42.15

(b) The past performance evaluation process is a totally paperless process using CPARS. CPARS is a web-based system that allows for electronic processing of the performance evaluation report. Once the report is processed, it is available in the Past Performance Information Retrieval System (PPIRS) for Government use in evaluating past performance as part of a source selection action.

(c) Please furnish the Contracting Officer with the name, position title, phone number, and email address for each person designated to have access to your firm's past performance evaluation(s) for the contract **no later than 30 days after award.** Each person granted access will have the ability to provide comments in the Contractor portion of the report and state whether or not the Contractor agrees with the evaluation, before returning the report to the Assessing Official. The report information must be protected as source selection sensitive information not releasable to the public.

(d) When your Contractor Representative(s) (Past Performance Points of Contact) are registered in CPARS, they will receive an automatically-generated email with detailed login instructions. Further details, system requirements, and training information for CPARS are available at [www.cpars.gov](http://www.cpars.gov). The CPARS User Manual, registration for online training for Contractor Representatives may be found at this site.

(e) **You have 14 calendar days following the Assessing Official signature date to submit comments before the evaluation is made available in the Past Performance Information Retrieval**

**System (PIRS).** You have a total of 60 calendar days following the Assessing Official signature date to submit comments. Any comments that you submit will be posted to PIRS. If you do not sign and return the evaluation within 60 calendar days the evaluation will be returned to the Assessing Official, you will no longer be able to provide comments and the evaluation will be annotated as follows: 'The report was delivered/received by the contractor on (date). The contractor neither signed nor offered comment in response to this evaluation.' Partially completed comments that were not signed and returned to the Government within 60 calendar days will be removed from the evaluation.

(f) The following guidelines apply concerning your use of the past performance evaluation:

(1) Protect the evaluation as “source selection information.” After review, transit the evaluation by completing and submitting the form through CPARS. If for some reason you are unable to view and/or submit the form through CPARS, contact the Contracting Officer for instructions.

(2) Strictly control access to the evaluation within your organization. Ensure the evaluation is never released to persons or entities outside of your control.

(3) Prohibit the use of or reference to evaluation data for advertising, promotional material, preaward surveys, responsibility determination, production readiness reviews, or other similar purposes.

(g) If you wish to discuss a past performance evaluation, you should request a meeting in writing to the Contracting Officer no later than seven days following your receipt of the evaluation. The meeting will be held in person or via telephone or other means during your 60-day review period.

(h) A copy of the completed past performance evaluation will be available in CPARS for your viewing and for Government use supporting source selection actions after it has been completed.

(End of Notice)

## **B.6 PRICE/COST SCHEDULE**

**Base Year: March 1, 2018 to February 28, 2019**

<b><u>CLIN</u></b>	<b><u>Description</u></b>	<b><u>Quantity</u></b>	<b><u>Unit</u></b>	<b><u>Unit Cost</u></b>	<b><u>Total</u></b>
0001	RSO/Medical Physicist Services. Shall include all deliverables and other documentation required by the Statement of Work (SOW).	12	Month	\$_____	\$_____
0002	Annual Compliance Testing For Ionizing x-ray equipment listed in Attachment #1.	1	Each From Attachment#1		\$_____
Base Year Total					\$_____

**Option Year One (1): March 1, 2019 to February 29, 2020**

<b><u>CLIN</u></b>	<b><u>Description</u></b>	<b><u>Quantity</u></b>	<b><u>Unit</u></b>	<b><u>Unit Cost</u></b>	<b><u>Total</u></b>
1001	RSO/Medical Physicist Services. Shall include all deliverables and other documentation required by the Statement of Work (SOW).	12	Month	\$_____	\$_____
1002	Annual Compliance Testing For Ionizing x-ray equipment listed in Attachment #2.	1	Each From Attachment#1		\$_____
Option Year One Total					\$_____

**Option Year One (2): March 1, 2020 to February 28, 2021**

<b><u>CLIN</u></b>	<b><u>Description</u></b>	<b><u>Quantity</u></b>	<b><u>Unit</u></b>	<b><u>Unit Cost</u></b>	<b><u>Total</u></b>
2001	RSO/Medical Physicist Services. Shall include all deliverables and other documentation required by the Statement of Work (SOW).	12	Month	\$_____	\$_____
2002	Annual Compliance Testing For Ionizing x-ray equipment listed in Attachment #3.	1	Each From Attachment#1		\$_____
Option Year Two Total					\$_____



**Option Year Three (3): March 1, 2021 to February 28, 2022**

<b><u>CLIN</u></b>	<b><u>Description</u></b>	<b><u>Quantity</u></b>	<b><u>Unit</u></b>	<b><u>Unit Cost</u></b>	<b><u>Total</u></b>
3001	RSO/Medical Physicist Services. Shall include all deliverables and other documentation required by the Statement of Work (SOW).	12	Month	\$_____	\$_____
3002	Annual Compliance Testing For Ionizing x-ray equipment listed in Attachment #4.	1	Each From Attachment#1		\$_____
Option Year Three Total					\$_____

**Option Year Four (4): March 1, 2022 to February 28, 2023**

<b><u>CLIN</u></b>	<b><u>Description</u></b>	<b><u>Quantity</u></b>	<b><u>Unit</u></b>	<b><u>Unit Cost</u></b>	<b><u>Total</u></b>
4001	RSO/Medical Physicist Services. Shall include all deliverables and other documentation required by the Statement of Work (SOW).	12	Month	\$_____	\$_____
4002	Annual Compliance Testing For Ionizing x-ray equipment listed in Attachment #5	1	Each From Attachment#1		\$_____
Option Year Four Total					\$_____

**Base Plus all Options Total:** \$\_\_\_\_\_

## SECTION C - CONTRACT CLAUSES

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

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

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

#### C.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

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

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

(End of Clause)

<u>FAR Number</u>	<u>Title</u>	<u>Date</u>
52.203-17	CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS	APR 2014
52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER	MAY 2011
52.204-9	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL	JAN 2011
52.207-3	RIGHT OF FIRST REFUSAL OF EMPLOYMENT	MAY 2006
52.224-1	PRIVACY ACT NOTIFICATION	APR 1984
52.224-2	PRIVACY ACT	APR 1984
52.228-5	INSURANCE—WORK ON A GOVERNMENT INSTALLATION	JAN 1997
52.232-40	PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS	DEC 2013
52.237-3	CONTINUITY OF SERVICES	JAN 1991

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

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

(End of Clause)

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

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

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

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

(End of Clause)

### **C.4 SUPPLEMENTAL INSURANCE REQUIREMENTS**

In accordance with FAR 28.307-2 and FAR 52.228-5, the following minimum coverage shall apply to this contract:

(a) Workers' compensation and employers liability: Contractors are required to comply with applicable Federal and State workers' compensation and occupational disease statutes. If occupational diseases are not compensable under those statutes, they shall be covered under the employer's liability section of the insurance policy, except when contract operations are so commingled with a Contractor's commercial operations that it would not be practical to require this coverage. Employer's liability coverage of at least \$100,000 is required, except in States with exclusive or monopolistic funds that do not permit workers' compensation to be written by private carriers.

(b) General Liability: \$500,000.00 per occurrences.

(c) Automobile liability: \$200,000.00 per person; \$500,000.00 per occurrence and \$20,000.00 property damage.

(d) The successful bidder must present to the Contracting Officer, prior to award, evidence of general liability insurance without any exclusionary clauses for asbestos that would void the general liability coverage.

(End of Clause)

### **C.5 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.6 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.7 VAAR 852.207-70 REPORT OF EMPLOYMENT UNDER COMMERCIAL ACTIVITIES (JAN 2008)**

(a) Consistent with the Government post-employment conflict of interest regulations, the contractor shall give adversely affected Federal personnel the right of first refusal for all employment openings under this contract for which they are qualified.

(b) Definitions.

(1) Adversely affected Federal personnel means:

(i) Permanent Federal personnel who are assigned to the government commercial activity, or

(ii) Federal personnel who are identified for release from their competitive levels or separated as a result of the contract.

(2) Employment openings means position vacancies created by this contract that the contractor is unable to fill with personnel in the contractor's employ at the time of the contract award. The term includes positions within a 50-mile radius of the commercial activity that indirectly arise in the contractor's organization as a result of the contractor's reassignment of employees due to the award of this contract.

(3) Contract start date means the first day of contractor performance.

(c) Filling employment openings. (1) For a period beginning with contract award and ending 90 calendar days after the contract start date, no person other than adversely affected Federal personnel on the current listing provided by the contracting officer shall be offered an employment opening until all adversely affected and qualified Federal personnel identified by the contracting officer have been offered the job and refused it.

(2) The contractor may select any person for an employment opening when there are no qualified adversely affected Federal personnel on the latest current listing provided by the contracting officer.

(d) Contracting reporting requirements.

(1) No later than 5 working days after contract award, the contractor shall furnish the contracting officer with the following:

- (i) A list of employment openings including salaries and benefits, and
- (ii) Sufficient job application forms for adversely affected Federal personnel.

(2) By the contract start date, the contractor shall provide the contracting officer with the following:

- (i) The names of adversely affected Federal personnel offered an employment opening;
- (ii) The date the offer was made;
- (iii) A brief description of the position;
- (iv) The date of acceptance of the offer and the effective date of employment;
- (v) The date of rejection of the offer, if applicable, and the salary and benefits contained in the rejected offer; and
- (vi) The names of any adversely affected Federal personnel who applied but were not offered employment and the reason(s) for withholding an offer.

(3) For the first 90 calendar days after the contract start date, the contractor shall provide the contracting officer with the names of all persons hired or terminated under the contract within 5 working days of such hiring or termination.

(e) Information provided to the contractor.

(1) No later than 10 calendar days after the contract award, the contracting officer shall furnish the contractor a current list of adversely affected Federal personnel exercising the right of first refusal, along with their completed job application forms.

(2) Between the contract award and start dates, the contracting officer shall inform the contractor of any reassignment or transfer of adversely affected Federal personnel to other Federal positions.

(3) For a period of up to 90 calendar days after the contract start date, the contracting officer will periodically provide the contractor with an updated listing of adversely affected Federal personnel reflecting personnel who were recently released from their competitive levels or separated as a result of the contract award.

(f) Qualifications determination. The contractor has a right under this clause to determine adequacy of the qualifications of adversely affected Federal personnel for any employment openings. However, adversely affected Federal personnel who held jobs in the Government commercial activity that directly correspond to an employment opening shall be considered qualified for the job. Questions concerning the qualifications of adversely affected Federal personnel for specific employment openings shall be referred to the contracting officer for determination. The contracting officer's determination shall be final and binding on all parties.

(g) Relating to other statutes, regulations and employment policies. The requirements of this clause shall not modify or alter the contractor's responsibilities under statutes, regulations or other contract clauses pertaining to the hiring of veterans, minorities, or persons with disabilities.

(h) Penalty for noncompliance. Failure of the contractor to comply with any provision of the clause may be grounds for termination for default.

(End of Clause)

## **C.8 VAAR 852.219-10 VA NOTICE OF TOTAL SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS SET-ASIDE (JUL 2016)(DEVIATION)**

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

(1) Means a small business concern:

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans or eligible surviving spouses (see VAAR 802.201 Surviving Spouse definition);

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

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

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

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

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

(b) *General*.

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

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

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

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

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

(End of Clause)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(End of Clause)

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

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

(End of Addendum to 52.212-4)

#### **C.11 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS—COMMERCIAL ITEMS (NOV 2017)**

(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) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (JAN 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(2) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (NOV 2015).

(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 (OCT 2015) (41 U.S.C. 3509).

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

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

☐ (5) [Reserved]

☐ (6) 52.204-14, Service Contract Reporting Requirements (OCT 2016) (Pub. L. 111-117, section 743 of Div. C).

☐ (7) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (OCT 2016) (Pub. L. 111-117, section 743 of Div. C).

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

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

☐ (10) [Reserved]

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

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

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

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

☐ (13) [Reserved]

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

☐ (ii) Alternate I (NOV 2011).

☐ (iii) Alternate II (NOV 2011).

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

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

- ☐ (iii) Alternate II (Mar 2004) of 52.219-7.
- ☒ (16) 52.219-8, Utilization of Small Business Concerns (NOV 2016) (15 U.S.C. 637(d)(2) and (3)).
- ☐ (17)(i) 52.219-9, Small Business Subcontracting Plan (JAN 2017) (15 U.S.C. 637(d)(4)).
- ☐ (ii) Alternate I (NOV 2016) of 52.219-9.
- ☐ (iii) Alternate II (NOV 2016) of 52.219-9.
- ☐ (iv) Alternate III (NOV 2016) of 52.219-9.
- ☐ (v) Alternate IV (NOV 2016) of 52.219-9.
- ☐ (18) 52.219-13, Notice of Set-Aside of Orders (NOV 2011) (15 U.S.C. 644(r)).
- ☐ (19) 52.219-14, Limitations on Subcontracting (JAN 2017) (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, or Sole Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (DEC 2015) (15 U.S.C. 637(m)).
- ☐ (24) 52.219-30, Notice of Set-Aside for, or Sole Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (DEC 2015) (15 U.S.C. 637(m)).
- ☒ (25) 52.222-3, Convict Labor (June 2003) (E.O. 11755).
- ☐ (26) 52.222–19, Child Labor—Cooperation with Authorities and Remedies (OCT 2016) (E.O. 13126).
- ☒ (27) 52.222-21, Prohibition of Segregated Facilities (APR 2015).
- ☒ (28) 52.222–26, Equal Opportunity (SEP 2016) (E.O. 11246).
- ☒ (29) 52.222-35, Equal Opportunity for Veterans (OCT 2015) (38 U.S.C. 4212).
- ☒ (30) 52.222-36, Equal Opportunity for Workers with Disabilities (JUL 2014) (29 U.S.C. 793).
- ☒ (31) 52.222-37, Employment Reports on Veterans (FEB 2016) (38 U.S.C. 4212).
- ☒ (32) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496).
- ☒ (33)(i) 52.222-50, Combating Trafficking in Persons (MAR 2015) (22 U.S.C. chapter 78 and E.O. 13627).
- ☐ (ii) Alternate I (MAR 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).

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

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

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

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

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

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

[] (ii) Alternate I (OCT 2015) of 52.223-13.

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

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

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

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

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

[X] (42) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011)

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

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

[] (45) (i) 52.224-3, Privacy Training (JAN 2017) (5 U.S.C. 552a).

[] (ii) Alternate I (JAN 2017) of 52.224-3.

[] (46) 52.225-1, Buy American—Supplies (MAY 2014) (41 U.S.C. chapter 83).

[] (47)(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.

☐ (48) 52.225-5, Trade Agreements (OCT 2016) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

☒ (49) 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).

☐ (50) 52.225-26, Contractors Performing Private Security Functions Outside the United States (OCT 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

☐ (51) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

☐ (52) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

☐ (53) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

☐ (54) 52.232-30, Installment Payments for Commercial Items (JAN 2017) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

☒ (55) 52.232-33, Payment by Electronic Funds Transfer—System for Award Management (Jul 2013) (31 U.S.C. 3332).

☐ (56) 52.232-34, Payment by Electronic Funds Transfer—Other than System for Award Management (Jul 2013) (31 U.S.C. 3332).

☐ (57) 52.232-36, Payment by Third Party (MAY 2014) (31 U.S.C. 3332).

☐ (58) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

☐ (59) 52.242-5, Payments to Small Business Subcontractors (JAN 2017)(15 U.S.C. 637(d)(12)).

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

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

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

☐ (1) 52.222-17, Nondisplacement of Qualified Workers (MAY 2014) (E.O. 13495).

☒ (2) 52.222-41, Service Contract Labor Standards (MAY 2014) (41 U.S.C. chapter 67).

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

Employee Class

Monetary Wage-Fringe Benefits

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

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

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

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

[X] (8) 52.222-55, Minimum Wages Under Executive Order 13658 (DEC 2015).

[X] (9) 52.222-62, Paid Sick Leave Under Executive Order 13706 (JAN 2017) (E.O. 13706).

[] (10) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (MAY 2014) (42 U.S.C. 1792).

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

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

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

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

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

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

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

(ii) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (JAN 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(iii) 52.219-8, Utilization of Small Business Concerns (NOV 2016) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities.

(iv) 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.

(v) 52.222-21, Prohibition of Segregated Facilities (APR 2015).

(vi) 52.222-26, Equal Opportunity (SEP 2016) (E.O. 11246).

(vii) 52.222-35, Equal Opportunity for Veterans (OCT 2015) (38 U.S.C. 4212).

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

(ix) 52.222-37, Employment Reports on Veterans (FEB 2016) (38 U.S.C. 4212).

(x) 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.

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

(xii)(A) 52.222-50, Combating Trafficking in Persons (MAR 2015) (22 U.S.C. chapter 78 and E.O. 13627).

(B) Alternate I (MAR 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).

(xiii) 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).

(xiv) 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).

(xv) 52.222-54, Employment Eligibility Verification (OCT 2015) (E. O. 12989).

(xvi) 52.222-55, Minimum Wages Under Executive Order 13658 (DEC 2015).

(xvii) 52.222-62 Paid Sick Leave Under Executive Order 13706 (JAN 2017) (E.O. 13706).

(xviii)(A) 52.224-3, Privacy Training (JAN 2017) (5 U.S.C. 552a).

(B) Alternate I (JAN 2017) of 52.224-3.

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

(xx) 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.

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

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

(End of Clause)

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

SEE ATTACHED DOCUMENTS:

ATTACHMENT 1 - DETROIT EQUIPMENT LIST

ATTACHMENT 2 - CONTRACTORS PAST PERFORMANCE

ATTACHMENT 3 – COMMITMENT LETTER

ATTACHMENT 4 - CONTRACTOR CERTIFICATION OF COMPLIANCE WITH THE  
IMMIGRATION AND NATIONALITY ACT OF 1952

ATTACHMENT 5 - WAGE DETERMINATION



## SECTION E - SOLICITATION PROVISIONS

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

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

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

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

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

(a) Submission of quotations. All required submissions (1-4) must be included with your quotation. Partial Quotes will not be accepted. Quotations shall be submitted electronically to [miriam.lemaitre@va.gov](mailto:miriam.lemaitre@va.gov). Separate the quotation into individual attachments using the following format (1-4):

#### (1) Administrative

- i. Signed SF 1449
- ii. Acknowledgement of all solicitation amendments
- iii. Completion of FAR Provision 52.212-3 Representations and Certifications or an attestation that the electronic Reps and Certs located at [www.sam.gov](http://www.sam.gov) are current.
- iv. Completion of FAR Provision 52.209-7 Information Regarding Responsibility Matter.
- v. Signed Certification of Compliance with Immigration and Nationality Act (Attachment #4)
- vi. Completed and signed Commitment Letters to include key personnel qualifications. (Attachment #3)

#### (2) Past Performance Questionnaires (Attachment #2)

- i. It is the responsibility of the offeror to ensure that the past performance questionnaire(s) are received by the contracting officer (emailed to [miriam.lemaitre@va.gov](mailto:miriam.lemaitre@va.gov)) on or before the time and date in block 8 of the 1449. Questionnaires should be for contracts completed within the last 36 months.

#### (3) Price Schedule (Section B and Attachment #1)

- i. A price shall be submitted for all requirements in the price schedule and on Attachment #1 Equipment List for Annual Compliance Testing. Partial schedules may cause the quotation to not be accepted. Additional documents may be submitted as required.

#### (4) Procurement

- i. This requirement will be procured under the authority of 38 U.S.C. 8153 and part 873. (38 U.S.C. 8153)

(5) Questions and Answers

- i. All questions regarding the solicitation must be submitted electronically to [miriam.lemaitre@va.gov](mailto:miriam.lemaitre@va.gov) and [robert.kay@va.gov](mailto:robert.kay@va.gov) by 23 January 2018. Answers to submitted questions will be provided via solicitation amendment no later than three days before quotations are due.

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

The Government contemplates award of a Firm-Fixed-Price contract resulting from this solicitation.

(End of Provision)

## **E.2 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:

Miriam LeMaitre  
Contracting Officer

Hand-Carried Address:

Department of Veterans Affairs  
Network Contracting Office 10  
Lobby M, Suite 2200  
Ann Arbor MI 48105

Mailing Address:

Department of Veterans Affairs  
Network Contracting Office 10  
PO Box 492  
Ann Arbor MI 48106

- (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.3 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.4 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

#### **E.5 VAAR 852.270-1 REPRESENTATIVES OF CONTRACTING OFFICERS (JAN 2008)**

The contracting officer reserves the right to designate representatives to act for him/her in furnishing technical guidance and advice or generally monitor the work to be performed under this contract. Such

designation will be in writing and will define the scope and limitation of the designee's authority. A copy of the designation shall be furnished to the contractor.

(End of Provision)

## **E.6 VAAR 852.273-70 LATE OFFERS (JAN 2003)**

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

(End of Provision)

## **E.7 VAAR 852.273-73 EVALUATION - HEALTH-CARE RESOURCES (JAN 2003)**

(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 information or factors shall be used to evaluate offers:

Price  
Past Performance  
Key Personnel

Key Personnel and Past Performance, when combined, are more significant than price alone.

(b) Except when it is determined not to be in the Government's best interest, 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 materially unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s).

(c) If this solicitation is a request for proposals (RFP), 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)

### **ADDENDUM to VAAR 852.273-73, Basis for Award**

#### **Basis for Contract Award**

This is a competitive procurement conducted in accordance with FAR Part 13 and VAAR 873, under the authority of 38 U.S.C. 8153, in which quotes will be evaluated using the following evaluation factors. Please note that incomplete quotes or quotes that do not comply with the terms of the solicitation may not be considered.

**Price:** Quoted pricing will be utilized in making an overall best value determination, as well as a price reasonableness determination.

**Past Performance:** Each offeror will be evaluated on its reputation for quality. To accomplish this, the government will review received past performance evaluations, information in the Past Performance Information Retrieval System (PPIRS), information in the Federal Awardee Performance and Integrity Information System (FAPIS), and any other information available to the contracting officer. Offerors who have no record of past performance will receive a “neutral/unknown” rating for this evaluation factor.

**Key Personnel:** Each offeror will be evaluated on the proposed key personnel. The evaluation will be limited to personnel providing the direct labor for the work effort (i.e. RSO personnel only, not corporate personnel). To conduct this evaluation, the government will review the qualifications (Resume, CV, certifications, licensure, etc.) supplied by the offeror. The government is most interested in education, experience and certifications. Please note that the government will not make assumptions about qualifications; they must be explicitly stated and supportable with the documentation provided. Last, the offeror must supply a letter of commitment (see Section D) for each proposed person. If a commitment letter is not provided, the government will not consider that candidate’s qualifications.

Award will be made to the offeror that provides the overall best value to the government. **Past performance and Key Personnel are of equal importance, and when combined, are more important than price.**

Please note that for the purposes of evaluation, the government will review the pricing of the base and all option periods. This includes the four option years under FAR 52.217-9 *Option to Extend the Term of the Contract*, as well as the option period (not to exceed six months) under FAR 52.217-8 *Option to Extend Services*. To calculate the price under FAR Clause 52.217-8, the government will utilize the pricing of Option Year Four, and divide by two, resulting in the likely cost for six months of services.

(End of Addendum)

## **E.8 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)

(End of Addendum to 52.212-1)

## **E.9 52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS— COMMERCIAL ITEMS (NOV 2017)**

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

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

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

*Forced or indentured child labor* means all work or service—

- (1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or
- (2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

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

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

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

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

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

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

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

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

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

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

“Sensitive technology”—

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

- (i) To restrict the free flow of unbiased information in Iran; or
- (ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and

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

*Service-disabled veteran-owned small business concern*—

(1) Means a small business concern—

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

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

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

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

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

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

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

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

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

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

(1) Directly by a parent corporation; or

(2) Through another subsidiary of a parent corporation.

*Successor* means an entity that has replaced a predecessor by acquiring the assets and carrying out the affairs of the predecessor under a new name (often through acquisition or merger). The term “successor” does not include new offices/divisions of the same company or a company that only changes its name. The extent of the responsibility of the successor for the liabilities of the predecessor may vary, depending on State law and specific circumstances.

*Veteran-owned small business concern* means a small business concern—

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

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

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

*Women-owned small business concern* means a small business concern—



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

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

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

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

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

(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
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_____	_____
_____	_____

*[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.

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*[List as necessary]*

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

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

Canadian or Israeli End Products:

Line Item No.	Country of Origin
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*[List as necessary]*

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

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

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

Line Item No.	Country of Origin
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\_\_\_\_\_  
\_\_\_\_\_

[List as necessary]

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

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

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

Other End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____

[List as necessary]

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

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

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

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

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

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

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

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

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

(ii) *Examples.*

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

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

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

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

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

(1) *Listed end products.*

Listed End Product	Listed Countries of Origin
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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.* The Offeror represents that—

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

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

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

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

- (i) Represents, to the best of its knowledge and belief, that the offeror does not export any sensitive technology to the government of Iran or any entities or individuals owned or controlled by, or acting on behalf or at the direction of, the government of Iran;
- (ii) Certifies that the offeror, or any person owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Iran Sanctions Act; and
- (iii) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds \$3,500 with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked pursuant to the

International Emergency Economic Powers Act (50 U.S.C. 1701 *et seq.*) (see OFAC's Specially Designated Nationals and Blocked Persons List at <http://www.treasury.gov/ofac/downloads/t11sdn.pdf>).

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(2) The Offeror represents that—

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

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

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

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

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

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

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

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

(s) [Reserved]

(t) *Public Disclosure of Greenhouse Gas Emissions and Reduction Goals.* Applies in all solicitations that require offerors to register in SAM (52.212-1(k)).

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

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

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

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

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

(u)(1) In accordance with section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions), Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with an entity that requires employees or subcontractors of such entity seeking to report waste, fraud, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

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

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

(End of Provision)

**ATTACHMENT 1****Detroit VAMC Equipment List**

<b>Binder #</b>	<b>TYPE</b>	<b>RPS Report Name</b>	<b>Make</b>	<b>Description</b>	<b>Location</b>	<b>PM#</b>
1	C	DetroitVACarm49853_14	BV Pulsera Philips	C-Arm	OR	6525-49853
2	C	DetroitVACarm63680_14	OEC 9900	C-Arm	OR	6525-63680
3	C	DetroitVACarm73018_14	OEC 9900	C-Arm	OR	6525-73018
4	FC	DetroitVA CystoF-14	LF	Cysto Fluoroscopic	OR	6525-55648(9)
5	RC	DetroitVA CystoR-14	LF	Cysto Radiographic	OR	6525-55648(9)
6	C	DetroitVA MiniC_14	OEC 9900	mini C-Arm 6800	OR	6525-46946
7	C	DetroitVACarm57945_14	BV Pulsera Philips	C-Arm	OR	6525-57945
8	F	VADetC3679F_14	Philips integris	Angio Fluoroscopic	C-3679	6525-47567
9	F	VADetC3681_14	Siemens Artis Zee	Angio Fluoroscopic	C-3681	6525-59879
10	F	VADetEndo_14	Siemens Atris Zee	Fluoroscopic	Endo	6525-65203
11	R	VADetC1691_14	G.E. Definium	Radiographic	C-1691	6525-50991
12	R	VADetC1697-14	Siemens Aristos	Radiographic	C-1697	6525-61303
13	R	VADetC3606_14	G.E. Thoravision	Radiographic	C-3606	6526-70182
14	F	VADetC3611F_14	Siemens luminos	Fluoroscopic	C-3611	6525-63611
15	R	VADetC3611R_14	Siemens luminos	Radiographic	C-3611	6525-63611
16	R	VADetC3617R_14	G.E. Discovery	Radiographic	C-3617	6525-64774
17	F	VADetC3622F_14	Siemens luminos	Fluoroscopic	C-3622	6525-59877
18	R	VADetC3622R_14	Siemens luminos	Radiographic	C-3622	6525-59877
19	F	VADetC3645F_14	G.E. Advantx	Fluoroscopic	C-3645	6525-52949
20	R	VADetC3645R_14	G.E. Advantx	Radiographic	C-3645	6525-52949
21	R	VADetC3650R_14	G.E. Discovery	Radiographic	C-3650	6525-73730
22	B	VADETBM_14	Hologic DEXA	Bone Mineral Analyzer	C-3514	6525-49052
23	R	VADetPodiatric	MiniXray	Radiographic	C-3634	6525-1024
24	RM	VADetPort8_14	G.E. AMX-4	Radiographic	Port 8	6525-50657
25	RM	VADetport10_14	G.E. AMX-4	Radiographic	Port 10	6525-59868
26	RM	VADetPort46797_14	G.E. AMX-4	Radiographic	Port 6	6525-46979
27	RM	VADetPort47763_14	G.E. AMX-4	Radiographic	Port 7	6525-47763
28	RM	VADetPort50656_14	G.E. AMX-4	Radiographic	Port 9	6525-50656
29	F	Cath Lab (New)	Siemens Artis	Fluoroscopic	C-2837	
30	C	VaDetroitMiniOrthoscan_14	Orthoscan	Mini C-Arm	OR	6525-75694 XX
31	CT	VADetroitCT1_14	Toshiba Aquilion 16	CT	C-3675	
32	CT	VADetroitCT2_14	Philips Brilliance	CT	CT2	6525-57107
33	CT	VADetroitRadOncCT_14	G.E. Lightspeed	CT	RadOnc CT	6525-52110

34	M	MRI Philips	Panarama HFO (Open)		1st Floor	
35	M	MRI GE	Signa Electric 1.5 T		1st Floor	
36		MRI coils (10 each unit)			1st Floor	
37	D	Dental		Intraoral	2nd Floor	
38	D	Dental		Intraoral	2nd Floor	
39	D	Dental		Intraoral	2nd Floor	
40	D	Dental		Intraoral	2nd Floor	
41	D	Dental		Intraoral	2nd Floor	
42	D	Dental		Intraoral	2nd Floor	
43	D	Dental		Intraoral	2nd Floor	
44	D	Dental		Intraoral	2nd Floor	
45	D	Dental		Intraoral	2nd Floor	
46	D	Dental		Intraoral	2nd Floor	
47	P	Panoromic		Cone Beam Pan	2nd Floor	
48	D	Len Handheld for Emergency Management Only				
49	N	Philips Briliance	Brightview	Gamma Camera	C3508	
50	N	Philips Briliance	Brightview	Gamma Camera	C3510	
51	CT	Siemens CT hybrid	Symbia	CT/SPECT Camera	C3524	
52	N	Siemens CT hybrid	Symbia	CT/SPECT Camera	C3524	
53	F	OR Hybrid Room	Phillips Allura	Fluoroscopic	OR	

## PAST PERFORMANCE QUESTIONNAIRE

### REQUEST FOR QUOTATION (RFQ) 36C25018Q264 RSO/Medical Physicist Services Detroit VAMC

**MESSAGE TO THE EVALUATOR:** Your assistance is requested by Miriam LeMaitre, Contracting Officer to assist with establishing the performance history for the Company (Quoter) named below. In efforts to expedite receipt of the requested information, the Contracting Office respectfully requests that you **do not** mail hard copies. Instead, please e-mail the completed past performance questionnaire(s) to: [miriam.lemaitre@va.gov](mailto:miriam.lemaitre@va.gov). If enough space is not provided, then please attach additional information to this questionnaire. Please provide the survey back on or before January 29, 2018.

1. Name of Offeror /Agency: \_\_\_\_\_

Contract Number: \_\_\_\_\_

Title/Description of Contract: \_\_\_\_\_

Period of Performance: \_\_\_\_\_

Based upon the definitions below, indicate your assessment of the offeror's performance. Your assessment should consider the offeror's performance in accordance with the contractual requirements. Please include the period of performance and contract value:

2. Brief description of scope of work: \_\_\_\_\_

\_\_\_\_\_

**EVALUATION:** Please rate the offeror using the guide and the pull-down menus in the evaluation table below. Explanatory narratives for as many responses as possible would be appreciated. These narratives need not be lengthy, just detailed. Attach additional pages if more space is needed.

ASSESSMENT	DEFINITION
<b>Outstanding (O)</b>	The Offeror's performance met contractual requirements and exceeded many requirements to the Client's benefit. The contractual performance was accomplished with few minor problems for which corrective actions taken by the offeror were highly effective.
<b>Above Average (A)</b>	The Offeror's performance met contractual requirements and exceeded some requirements to the Client's benefit. The contractual performance was accomplished with some minor problems for which corrective actions taken by the offeror were effective.
<b>Satisfactory (S)</b>	The Offeror's performance met contractual requirements. The contractual performance contained some minor problems for which corrective actions taken by the offeror were satisfactory.
<b>Unacceptable (U)</b>	Performance did not meet contractual requirements. The contractual performance reflected a serious problem for which the offeror has yet to identify corrective actions or the offeror's proposed actions appear only marginally effective or were not fully implemented.



Completed scheduled services in a timely manner per the Performance Work Statement (PWS).	Choose an item.
Compliance with contractual Terms and Conditions.	Choose an item.
Provided experienced physician with sufficient technical and administrative abilities needed to meet contract requirements.	Choose an item.
Demonstrated ability to hire, maintain, and replace, if necessary, qualified personnel during the contract period.	Choose an item.
Provided effective quality control and/or inspection procedures to meet contract requirements.	Choose an item.
Corrected deficiencies in timely manner and pursuant to the offeror's quality control procedures.	Choose an item.
Exhibited knowledge of and compliance with Government (or other) regulations and industry standards.	Choose an item.
Effectively responded to urgent requests in a timely manner per the Performance Work Statement (PWS).	Choose an item.
Solved contract performance problems without extensive guidance from procurement or technical personnel.	Choose an item.
Provided timely and accurate documents, records, and invoices as required by the contract.	Choose an item.
Rate the Offeror's OVERALL quality of performance under this contract	Choose an item.
Would you award similar contracts to this offeror? Please provide explanation for response.	

EXPLANATION OF OVERALL RATING GIVEN:

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ADDITIONAL COMMENTS (use additional pages as required)

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**ASSESSOR NAME AND INFORMATION**

Name & Signature of Assessor's: \_\_\_\_\_

Company/Agency: \_\_\_\_\_ Date: \_\_\_\_\_

Position Title/Grade: Contracting Officer \_\_\_\_\_ Phone: \_\_\_\_\_

Email: \_\_\_\_\_ Fax: \_\_\_\_\_

**ATTACHMENT 3**

**LETTER OF COMMITMENT FOR KEY PERSONNEL**

TO: Contracting Officer

SUBJECT: Letter of Commitment for Proposed Contract for RSO for Detroit VAMC

SOLICITATION: 36C25018Q0264

Dear Sir or Madam:

I hereby make the unequivocal commitment that, in the event of an award of a contract to

\_\_\_\_\_, that I will fulfill the duty of

**MEDICAL PHYSICIST AND RADIATION SAFETY OFFICER.**

Sincerely,

\_\_\_\_\_  
(Prospective Employee Signs)

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

**CONTRACTOR CERTIFICATION OF COMPLIANCE WITH THE IMMIGRATION AND NATIONALITY ACT OF 1952.**

1. 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. 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. Additionally, the Contractor is required to comply with all “E-Verify” requirements consistent with “Executive Order 12989” and any related pertinent Amendments, as well as applicable Federal Acquisition Regulations.
3. 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. The Contractor agrees to obtain a similar certification from its subcontractors.

Signature: \_\_\_\_\_  
Date: \_\_\_\_\_  
Typed Name and Title: \_\_\_\_\_  
Company Name: \_\_\_\_\_

5. 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.

## ATTACHMENT 5

WD 15-4839 (Rev.-4) was first posted on www.wdol.gov on 01/02/2018

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

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

Daniel W. Simms Division of  
Director Wage Determinations

Wage Determination No.: 2015-4839  
Revision No.: 4  
Date Of Revision: 12/26/2017

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.35 for calendar year 2018 applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.35 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2018. 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: Michigan

Area: Michigan County of Wayne

**Fringe Benefits Required Follow the Occupational Listing**		
OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		14.83
01012 - Accounting Clerk II		16.64
01013 - Accounting Clerk III		18.77
01020 - Administrative Assistant		27.41
01035 - Court Reporter		20.18
01041 - Customer Service Representative I		12.67
01042 - Customer Service Representative II		14.23
01043 - Customer Service Representative III		15.54
01051 - Data Entry Operator I		14.21
01052 - Data Entry Operator II		15.51
01060 - Dispatcher, Motor Vehicle		21.98
01070 - Document Preparation Clerk		17.26
01090 - Duplicating Machine Operator		17.26
01111 - General Clerk I		13.82
01112 - General Clerk II		15.09
01113 - General Clerk III		16.93
01120 - Housing Referral Assistant		22.04
01141 - Messenger Courier		13.31
01191 - Order Clerk I		15.58
01192 - Order Clerk II		17.55
01261 - Personnel Assistant (Employment) I		17.30
01262 - Personnel Assistant (Employment) II		19.35
01263 - Personnel Assistant (Employment) III		21.57
01270 - Production Control Clerk		23.31
01290 - Rental Clerk		15.38
01300 - Scheduler, Maintenance		17.30
01311 - Secretary I		17.30
01312 - Secretary II		19.35

01313 - Secretary III	22.04
01320 - Service Order Dispatcher	19.04
01410 - Supply Technician	27.41
01420 - Survey Worker	18.56
01460 - Switchboard Operator/Receptionist	13.67
01531 - Travel Clerk I	13.05
01532 - Travel Clerk II	14.18
01533 - Travel Clerk III	15.34
01611 - Word Processor I	15.07
01612 - Word Processor II	16.92
01613 - Word Processor III	18.93
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	26.78
05010 - Automotive Electrician	22.58
05040 - Automotive Glass Installer	21.84
05070 - Automotive Worker	21.84
05110 - Mobile Equipment Servicer	20.43
05130 - Motor Equipment Metal Mechanic	23.31
05160 - Motor Equipment Metal Worker	21.84
05190 - Motor Vehicle Mechanic	23.31
05220 - Motor Vehicle Mechanic Helper	19.71
05250 - Motor Vehicle Upholstery Worker	21.12
05280 - Motor Vehicle Wrecker	21.84
05310 - Painter, Automotive	22.58
05340 - Radiator Repair Specialist	21.84
05370 - Tire Repairer	19.58
05400 - Transmission Repair Specialist	23.31
07000 - Food Preparation And Service Occupations	
07010 - Baker	18.55
07041 - Cook I	13.99
07042 - Cook II	15.07
07070 - Dishwasher	11.64
07130 - Food Service Worker	11.64
07210 - Meat Cutter	16.26
07260 - Waiter/Waitress	12.36
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	23.44
09040 - Furniture Handler	18.10
09080 - Furniture Refinisher	23.44
09090 - Furniture Refinisher Helper	20.50
09110 - Furniture Repairer, Minor	21.98
09130 - Upholsterer	23.44
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	14.97
11060 - Elevator Operator	14.97
11090 - Gardener	17.38
11122 - Housekeeping Aide	13.41
11150 - Janitor	13.41
11210 - Laborer, Grounds Maintenance	14.78
11240 - Maid or Houseman	12.13
11260 - Pruner	13.63
11270 - Tractor Operator	15.88
11330 - Trail Maintenance Worker	14.78
11360 - Window Cleaner	14.24
12000 - Health Occupations	
12010 - Ambulance Driver	17.90
12011 - Breath Alcohol Technician	22.09
12012 - Certified Occupational Therapist Assistant	26.27
12015 - Certified Physical Therapist Assistant	23.14
12020 - Dental Assistant	17.15
12025 - Dental Hygienist	32.36
12030 - EKG Technician	29.00
12035 - Electroneurodiagnostic Technologist	29.00
12040 - Emergency Medical Technician	17.90
12071 - Licensed Practical Nurse I	19.74
12072 - Licensed Practical Nurse II	22.09
12073 - Licensed Practical Nurse III	24.62

12100 - Medical Assistant	14.58
12130 - Medical Laboratory Technician	22.29
12160 - Medical Record Clerk	15.74
12190 - Medical Record Technician	19.47
12195 - Medical Transcriptionist	18.11
12210 - Nuclear Medicine Technologist	33.56
12221 - Nursing Assistant I	11.98
12222 - Nursing Assistant II	13.46
12223 - Nursing Assistant III	14.69
12224 - Nursing Assistant IV	16.49
12235 - Optical Dispenser	19.36
12236 - Optical Technician	21.31
12250 - Pharmacy Technician	17.78
12280 - Phlebotomist	15.04
12305 - Radiologic Technologist	26.87
12311 - Registered Nurse I	29.83
12312 - Registered Nurse II	32.20
12313 - Registered Nurse II, Specialist	32.20
12314 - Registered Nurse III	44.14
12315 - Registered Nurse III, Anesthetist	44.14
12316 - Registered Nurse IV	52.92
12317 - Scheduler (Drug and Alcohol Testing)	27.36
12320 - Substance Abuse Treatment Counselor	16.75
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	21.47
13012 - Exhibits Specialist II	26.61
13013 - Exhibits Specialist III	32.54
13041 - Illustrator I	25.01
13042 - Illustrator II	30.40
13043 - Illustrator III	35.82
13047 - Librarian	30.28
13050 - Library Aide/Clerk	13.49
13054 - Library Information Technology Systems Administrator	27.34
13058 - Library Technician	18.56
13061 - Media Specialist I	18.54
13062 - Media Specialist II	20.75
13063 - Media Specialist III	23.13
13071 - Photographer I	19.42
13072 - Photographer II	22.83
13073 - Photographer III	29.56
13074 - Photographer IV	34.28
13075 - Photographer V	39.82
13090 - Technical Order Library Clerk	17.19
13110 - Video Teleconference Technician	21.04
14000 - Information Technology Occupations	
14041 - Computer Operator I	17.16
14042 - Computer Operator II	19.20
14043 - Computer Operator III	21.40
14044 - Computer Operator IV	23.77
14045 - Computer Operator V	26.33
14071 - Computer Programmer I	(see 1) 22.60
14072 - Computer Programmer II	(see 1)
14073 - Computer Programmer III	(see 1)
14074 - Computer Programmer IV	(see 1)
14101 - Computer Systems Analyst I	(see 1)
14102 - Computer Systems Analyst II	(see 1)
14103 - Computer Systems Analyst III	(see 1)
14150 - Peripheral Equipment Operator	17.16
14160 - Personal Computer Support Technician	23.77
14170 - System Support Specialist	30.79
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	32.52
15020 - Aircrew Training Devices Instructor (Rated)	39.35
15030 - Air Crew Training Devices Instructor (Pilot)	50.79
15050 - Computer Based Training Specialist / Instructor	32.52
15060 - Educational Technologist	33.33

15070 - Flight Instructor (Pilot)	50.79
15080 - Graphic Artist	30.61
15085 - Maintenance Test Pilot, Fixed, Jet/Prop	45.42
15086 - Maintenance Test Pilot, Rotary Wing	45.42
15088 - Non-Maintenance Test/Co-Pilot	45.42
15090 - Technical Instructor	26.84
15095 - Technical Instructor/Course Developer	32.69
15110 - Test Proctor	21.80
15120 - Tutor	21.80
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations	
16010 - Assembler	10.64
16030 - Counter Attendant	10.64
16040 - Dry Cleaner	14.35
16070 - Finisher, Flatwork, Machine	10.64
16090 - Presser, Hand	10.64
16110 - Presser, Machine, Drycleaning	10.64
16130 - Presser, Machine, Shirts	10.64
16160 - Presser, Machine, Wearing Apparel, Laundry	10.64
16190 - Sewing Machine Operator	15.62
16220 - Tailor	16.84
16250 - Washer, Machine	11.86
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	27.86
19040 - Tool And Die Maker	31.64
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	20.65
21030 - Material Coordinator	24.54
21040 - Material Expediter	24.54
21050 - Material Handling Laborer	18.05
21071 - Order Filler	15.92
21080 - Production Line Worker (Food Processing)	20.65
21110 - Shipping Packer	17.34
21130 - Shipping/Receiving Clerk	17.34
21140 - Store Worker I	18.14
21150 - Stock Clerk	23.06
21210 - Tools And Parts Attendant	20.65
21410 - Warehouse Specialist	20.65
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	29.32
23019 - Aircraft Logs and Records Technician	25.49
23021 - Aircraft Mechanic I	28.41
23022 - Aircraft Mechanic II	29.32
23023 - Aircraft Mechanic III	30.84
23040 - Aircraft Mechanic Helper	23.05
23050 - Aircraft, Painter	27.34
23060 - Aircraft Servicer	25.49
23070 - Aircraft Survival Flight Equipment Technician	27.34
23080 - Aircraft Worker	26.47
23091 - Aircrew Life Support Equipment (ALSE) Mechanic I	26.47
23092 - Aircrew Life Support Equipment (ALSE) Mechanic II	28.41
23110 - Appliance Mechanic	23.44
23120 - Bicycle Repairer	20.53
23125 - Cable Splicer	33.63
23130 - Carpenter, Maintenance	27.62
23140 - Carpet Layer	25.41
23160 - Electrician, Maintenance	33.11
23181 - Electronics Technician Maintenance I	27.09
23182 - Electronics Technician Maintenance II	27.98
23183 - Electronics Technician Maintenance III	31.31
23260 - Fabric Worker	24.65
23290 - Fire Alarm System Mechanic	25.31
23310 - Fire Extinguisher Repairer	23.76
23311 - Fuel Distribution System Mechanic	31.00
23312 - Fuel Distribution System Operator	26.94
23370 - General Maintenance Worker	23.96



23380 - Ground Support Equipment Mechanic	28.41
23381 - Ground Support Equipment Servicer	25.49
23382 - Ground Support Equipment Worker	26.47
23391 - Gunsmith I	23.76
23392 - Gunsmith II	25.60
23393 - Gunsmith III	27.48
23410 - Heating, Ventilation And Air-Conditioning Mechanic	25.96
23411 - Heating, Ventilation And Air Contidioning Mechanic (Research Facility)	26.71
23430 - Heavy Equipment Mechanic	29.63
23440 - Heavy Equipment Operator	27.30
23460 - Instrument Mechanic	29.03
23465 - Laboratory/Shelter Mechanic	26.44
23470 - Laborer	16.69
23510 - Locksmith	26.44
23530 - Machinery Maintenance Mechanic	28.66
23550 - Machinist, Maintenance	27.99
23580 - Maintenance Trades Helper	19.60
23591 - Metrology Technician I	29.03
23592 - Metrology Technician II	29.96
23593 - Metrology Technician III	30.88
23640 - Millwright	34.10
23710 - Office Appliance Repairer	24.76
23760 - Painter, Maintenance	26.60
23790 - Pipefitter, Maintenance	30.32
23810 - Plumber, Maintenance	29.24
23820 - Pneudraulic Systems Mechanic	27.48
23850 - Rigger	28.18
23870 - Scale Mechanic	25.60
23890 - Sheet-Metal Worker, Maintenance	29.24
23910 - Small Engine Mechanic	25.41
23931 - Telecommunications Mechanic I	30.60
23932 - Telecommunications Mechanic II	31.57
23950 - Telephone Lineman	27.48
23960 - Welder, Combination, Maintenance	26.46
23965 - Well Driller	27.48
23970 - Woodcraft Worker	27.48
23980 - Woodworker	23.76
24000 - Personal Needs Occupations	
24550 - Case Manager	16.29
24570 - Child Care Attendant	13.85
24580 - Child Care Center Clerk	18.10
24610 - Chore Aide	11.03
24620 - Family Readiness And Support Services Coordinator	16.29
24630 - Homemaker	19.20
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	30.58
25040 - Sewage Plant Operator	25.78
25070 - Stationary Engineer	30.58
25190 - Ventilation Equipment Tender	24.81
25210 - Water Treatment Plant Operator	25.78
27000 - Protective Service Occupations	
27004 - Alarm Monitor	20.29
27007 - Baggage Inspector	12.93
27008 - Corrections Officer	23.65
27010 - Court Security Officer	23.72
27030 - Detection Dog Handler	19.75
27040 - Detention Officer	23.65
27070 - Firefighter	23.40
27101 - Guard I	12.93
27102 - Guard II	19.75
27131 - Police Officer I	28.25
27132 - Police Officer II	31.39
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	14.14

28042 - Carnival Equipment Repairer	14.65
28043 - Carnival Worker	12.22
28210 - Gate Attendant/Gate Tender	14.59
28310 - Lifeguard	13.00
28350 - Park Attendant (Aide)	16.32
28510 - Recreation Aide/Health Facility Attendant	11.16
28515 - Recreation Specialist	17.03
28630 - Sports Official	13.00
28690 - Swimming Pool Operator	20.87
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	26.55
29020 - Hatch Tender	26.55
29030 - Line Handler	26.55
29041 - Stevedore I	25.57
29042 - Stevedore II	27.42
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	40.98
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	28.26
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	31.12
30021 - Archeological Technician I	20.08
30022 - Archeological Technician II	22.47
30023 - Archeological Technician III	27.83
30030 - Cartographic Technician	27.83
30040 - Civil Engineering Technician	27.83
30051 - Cryogenic Technician I	27.56
30052 - Cryogenic Technician II	30.44
30061 - Drafter/CAD Operator I	20.08
30062 - Drafter/CAD Operator II	22.47
30063 - Drafter/CAD Operator III	25.05
30064 - Drafter/CAD Operator IV	30.82
30081 - Engineering Technician I	18.36
30082 - Engineering Technician II	21.64
30083 - Engineering Technician III	25.16
30084 - Engineering Technician IV	31.16
30085 - Engineering Technician V	36.70
30086 - Engineering Technician VI	44.38
30090 - Environmental Technician	25.46
30095 - Evidence Control Specialist	24.88
30210 - Laboratory Technician	25.60
30221 - Latent Fingerprint Technician I	27.56
30222 - Latent Fingerprint Technician II	30.44
30240 - Mathematical Technician	27.83
30361 - Paralegal/Legal Assistant I	20.88
30362 - Paralegal/Legal Assistant II	25.86
30363 - Paralegal/Legal Assistant III	31.63
30364 - Paralegal/Legal Assistant IV	38.28
30375 - Petroleum Supply Specialist	30.44
30390 - Photo-Optics Technician	27.83
30395 - Radiation Control Technician	30.44
30461 - Technical Writer I	25.25
30462 - Technical Writer II	30.90
30463 - Technical Writer III	36.08
30491 - Unexploded Ordnance (UXO) Technician I	26.05
30492 - Unexploded Ordnance (UXO) Technician II	31.51
30493 - Unexploded Ordnance (UXO) Technician III	37.77
30494 - Unexploded (UXO) Safety Escort	26.05
30495 - Unexploded (UXO) Sweep Personnel	26.05
30501 - Weather Forecaster I	27.56
30502 - Weather Forecaster II	33.51
30620 - Weather Observer, Combined Upper Air Or (see 2)	25.05
Surface Programs	
30621 - Weather Observer, Senior (see 2)	27.55
31000 - Transportation/Mobile Equipment Operation Occupations	
31010 - Airplane Pilot	31.51
31020 - Bus Aide	15.19
31030 - Bus Driver	19.38
31043 - Driver Courier	17.03

31260 - Parking and Lot Attendant	12.47
31290 - Shuttle Bus Driver	18.08
31310 - Taxi Driver	13.66
31361 - Truckdriver, Light	18.08
31362 - Truckdriver, Medium	19.61
31363 - Truckdriver, Heavy	21.82
31364 - Truckdriver, Tractor-Trailer	21.85
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	15.36
99030 - Cashier	10.62
99050 - Desk Clerk	11.40
99095 - Embalmer	32.26
99130 - Flight Follower	26.05
99251 - Laboratory Animal Caretaker I	13.63
99252 - Laboratory Animal Caretaker II	15.18
99260 - Marketing Analyst	42.10
99310 - Mortician	33.88
99410 - Pest Controller	17.53
99510 - Photofinishing Worker	18.74
99710 - Recycling Laborer	20.07
99711 - Recycling Specialist	23.15
99730 - Refuse Collector	18.52
99810 - Sales Clerk	12.17
99820 - School Crossing Guard	12.22
99830 - Survey Party Chief	24.92
99831 - Surveying Aide	12.97
99832 - Surveying Technician	19.86
99840 - Vending Machine Attendant	18.85
99841 - Vending Machine Repairer	23.69
99842 - Vending Machine Repairer Helper	18.85

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

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

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

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

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

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

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

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

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

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

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

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

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

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

are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

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

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

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

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

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

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

**Conformance Process:**

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination (See 29 CFR 4.6(b)(2)(i)). Such conforming procedures shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees (See 29 CFR 4.6(b)(2)(ii)). The Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be paid to all employees performing in the classification from the first day of work on which contract work is performed by them in the classification. Failure to pay such unlisted employees the compensation agreed upon by the interested parties and/or fully determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract. (See 29 CFR 4.6(b)(2)(v)). When multiple wage determinations are included in a contract, a separate SF-1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order the proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the

authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.

3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the U.S. Department of Labor, Wage and Hour Division, for review (See 29 CFR 4.6(b)(2)(ii)).

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

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

6) Each affected employee shall be furnished by the contractor with a written copy of such determination or it shall be posted as a part of the wage determination (See 29 CFR 4.6(b)(2)(iii)).

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

When preparing a conformance request, the "Service Contract Act Directory of Occupations" should be used to compare job definitions to ensure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination (See 29 CFR 4.152(c)(1)).

