



## Table of Contents

<b>SECTION A.....</b>	<b>1</b>
A.1 SF 1449 SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS.....	1
<b>SECTION B - CONTINUATION OF SF 1449 BLOCKS.....</b>	<b>4</b>
B.1 CONTRACT ADMINISTRATION DATA.....	4
B.2 NOTIFICATION TO OFFERORS .....	5
B.3 LIMITATIONS ON SUBCONTRACTING-- MONITORING AND COMPLIANCE (JUN 2011).....	5
B.4 SCHEDULE OF SERVICES AND PRICE .....	6
B.5 STATEMENT OF WORK .....	9
B.6 IT CONTRACT SECURITY .....	36
<b>SECTION C - CONTRACT CLAUSES .....</b>	<b>46</b>
C.1 52.212-4 CONTRACT TERMS AND CONDITIONS—COMMERCIAL ITEMS (JAN 2017).....	46
C.2 52.203-99 PROHIBITION ON CONTRACTING WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS (DEVIATION) (FEB 2015) ...	51
C.3 52.203-99 PROHIBITION ON CONTRACTING WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS (DEVIATION) (FEB 2015) ...	52
C.4 52.216-18 ORDERING (OCT 1995) .....	53
C.5 52.216-19 ORDER LIMITATIONS (OCT 1995).....	53
C.6 52.216-22 INDEFINITE QUANTITY (OCT 1995) .....	53
C.7 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999).....	54
C.8 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000).....	54
C.9 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998).....	55
C.10 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS—COMMERCIAL ITEMS (JAN 2018).....	55
C.11 VAAR 852.203-70 COMMERCIAL ADVERTISING (JAN 2008).....	62
C.12 VAAR 852.203-71 DISPLAY OF DEPARTMENT OF VETERAN AFFAIRS HOTLINE POSTER (DEC 1992).....	62
C.13 VAAR 852.219-10 VA NOTICE OF TOTAL SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS SET-ASIDE (JUL 2016)(DEVIATION).....	62
C.14 VAAR 852.232-72 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS (NOV 2012).....	63
C.15 VAAR 852.237-7 INDEMNIFICATION AND MEDICAL LIABILITY INSURANCE (JAN 2008) .....	65
C.16 MANDATORY WRITTEN DISCLOSURES .....	66
<b>SECTION D – CONTRACT DOCUMENTS, EXHIBITS, OR ATTACHMENTS .....</b>	<b>66</b>
<b>D.1 WAGE DETERMINATION SAN DIEGO.....</b>	<b>66</b>
<b>SECTION E - SOLICITATION PROVISIONS .....</b>	<b>89</b>
E.1 52.212-1 INSTRUCTIONS TO OFFERORS—COMMERCIAL ITEMS (JAN 2017).....	89
ADDENDUM TO FAR 52.212-1 INSTRUCTIONS TO OFFERORS—COMMERCIAL ITEMS .....	93

E.2 52.212-2 EVALUATION—COMMERCIAL ITEMS (OCT 2014) .....	94
E.3 52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS—COMMERCIAL ITEMS (NOV 2017) .....	95
E.4 52.203-98 PROHIBITION ON CONTRACTING WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS—REPRESENTATION (DEVIATION) (FEB 2015).....	111
E.5 52.204-16 COMMERCIAL AND GOVERNMENT ENTITY CODE REPORTING (JUL 2016) .....	112
E.6 52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS (JUL 2013) ..	113
E.7 52.216-1 TYPE OF CONTRACT (APR 1984).....	114
E.8 52.233-2 SERVICE OF PROTEST (SEP 2006) .....	114
E.9 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998) .....	115
E.10 VAAR 852.209-70 ORGANIZATIONAL CONFLICTS OF INTEREST (JAN 2008) ....	115
E.11 VAAR 852.233-71 ALTERNATE PROTEST PROCEDURE (JAN 1998) .....	116
E.12 852.273-70 NONDISCRIMINATION IN SERVICES PROVIDED TO BENEFICIARIES (JAN 2008) .....	117

## SECTION B - CONTINUATION OF SF 1449 BLOCKS

### B.1 CONTRACT ADMINISTRATION DATA

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

a. CONTRACTOR:

b. GOVERNMENT: Contracting Officer 36C262

Department of Veterans Affairs

Network Contracting Office 22

4811 Airport Plaza Drive

Suite 600

Long Beach CA 90815

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

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.

Department of Veterans Affairs

Financial Services Center

Submit Invoices electronically to:

<http://www.tungsten-network.com/us/en/>

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

AMENDMENT NO	DATE

## **B.2 NOTIFICATION TO OFFERORS**

1. Under the authority of 38 U.S.C. 8153, FAR Part 12, and FAR Part 13, the Veterans Affairs San Diego Healthcare System (VASDHS) has a requirement for Radiology Staffing services to support existing VA staffing, on an as needed basis.

2. Offerors shall complete and return all information designated in the enclosed FAR clause 52.212-1, Instructions to Offerors – Commercial Items, and the Addendum to 52.212-1 regarding proposal submission. Failure to do so may preclude the offeror from further consideration.

3. **TECHNICAL INQUIRES:** Technical Inquiry date has passed.

4. **DUNS NUMBER:** Provide the Dun and Bradstreet Number assigned to your firm in the space provided below: (refer to Provision 52.212-1, Instructions to Offerors – Commercial Items):

---

5. This requirement is set aside 100% for Service Disabled Veteran Owned Small Businesses (SDVOSB), therefore only SDVOSBs verified in the VA’s Vendor Information Pages (VIP) site at <https://www.vip.vetbiz.gov/>, at the time of proposal submission will be considered for award.

6. **Post-Award Teleconference.** The awarded Contractor(s) shall participate in a post-award orientation teleconference to review the on-boarding process for candidates and other post-award management procedures.

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

This solicitation includes VAAR 852.219-10 Total VA SDVOSB 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.4 SCHEDULE OF SERVICES AND PRICE

This is a firm fixed price (FFP), indefinite delivery, indefinite quantity, (IDIQ) contract. Prices in this schedule represent an all-inclusive rate including labor, travel for social workers, incidental costs, overhead, and insurance premium payments for applicable insurance coverage. Costs not incorporated into the contractor's price will not be reimbursed by the government.

The guaranteed minimum amount for this contract is \$5,000.00. The maximum aggregate value of the orders that can be placed under this contract is \$10,000,000.00. The Government does not guarantee that it will place any orders under this contract in excess of the guaranteed minimum amount.

The initial period of performance has not yet been determined but will likely start on or about June or July of 2018.

ITEM NUMBER	DESCRIPTION OF SUPPLIES/SERVICES	UNIT	QUANTITY	UNIT PRICE
<b>Base Year: _____ - _____ (TBD)</b>				
<b>CLIN0001</b>	General Diagnostic Radiologic Technologist (DRT)	HR	2080	-\$ _____
<b>CLIN0002</b>	Computerized Tomography (CT)	HR	4160	-\$ _____
<b>CLIN0003</b>	Interventional Radiology	HR	2080	-\$ _____
<b>CLIN0004</b>	Magnetic Resonance Imaging (MRI)	HR	4160	-\$ _____
<b>CLIN0005</b>	Ultrasound (MIT)	HR	4160	-\$ _____
<b>CLIN0006</b>	Mammography	HR	520	-\$ _____
<b>CLIN0007</b>	On-Call (for all modalities), 30-minute response time	HR	1794	-\$ _____
			Total	-\$ _____

ITEM NUMBER	DESCRIPTION OF SUPPLIES/SERVICES	UNIT	QUANTITY	UNIT PRICE
<b>Option Year 1: _____ - _____(TBD)</b>				
<b>CLIN1001</b>	General Diagnostic Radiologic Technologist (DRT)	HR	2080	-\$ _____
<b>CLIN1002</b>	Computerized Tomography (CT)	HR	4160	-\$ _____
<b>CLIN1003</b>	Interventional Radiology	HR	2080	-\$ _____
<b>CLIN1004</b>	Magnetic Resonance Imaging (MRI)	HR	4160	-\$ _____
<b>CLIN1005</b>	Ultrasound (MIT)	HR	4160	-\$ _____
<b>CLIN1006</b>	Mammography	HR	2080	-\$ _____
<b>CLIN1007</b>	On-Call (for all modalities), 30-minute response time	HR	1794	-\$ _____
			Total	-\$ _____

ITEM NUMBER	DESCRIPTION OF SUPPLIES/SERVICES	UNIT	QUANTITY	UNIT PRICE
<b>Option Year 2: _____ - _____(TBD)</b>				
<b>CLIN2001</b>	General Diagnostic Radiologic Technologist (DRT)	HR	2080	-\$ _____
<b>CLIN2002</b>	Computerized Tomography (CT)	HR	4160	-\$ _____
<b>CLIN2003</b>	Interventional Radiology	HR	2080	-\$ _____
<b>CLIN2004</b>	Magnetic Resonance Imaging (MRI)	HR	4160	-\$ _____
<b>CLIN2005</b>	Ultrasound (MIT)	HR	4160	-\$ _____
<b>CLIN2006</b>	Mammography	HR	2080	-\$ _____
<b>CLIN2007</b>	On-Call (for all modalities), 30-minute response time	HR	1794	-\$ _____
			Total	-\$ _____

ITEM NUMBER	DESCRIPTION OF SUPPLIES/SERVICES	UNIT	QUANTITY	UNIT PRICE
<b>Option Year 3: _____ - _____(TBD)</b>				
<b>CLIN3001</b>	General Diagnostic Radiologic Technologist (DRT)	HR	2080	-\$ _____
<b>CLIN3002</b>	Computerized Tomography (CT)	HR	4160	-\$ _____
<b>CLIN3003</b>	Interventional Radiology	HR	2080	-\$ _____
<b>CLIN3004</b>	Magnetic Resonance Imaging (MRI)	HR	4160	-\$ _____
<b>CLIN3005</b>	Ultrasound (MIT)	HR	4160	-\$ _____
<b>CLIN3006</b>	Mammography	HR	2080	-\$ _____
<b>CLIN3007</b>	On-Call (for all modalities), 30-minute response time	HR	1794	-\$ _____
			Total	-\$ _____

ITEM NUMBER	DESCRIPTION OF SUPPLIES/SERVICES	UNIT	QUANTITY	UNIT PRICE
<b>Option Year 4: _____ - _____(TBD)</b>				
<b>CLIN4001</b>	General Diagnostic Radiologic Technologist (DRT)	HR	2080	-\$ _____
<b>CLIN4002</b>	Computerized Tomography (CT)	HR	4160	-\$ _____
<b>CLIN4003</b>	Interventional Radiology	HR	2080	-\$ _____
<b>CLIN4004</b>	Magnetic Resonance Imaging (MRI)	HR	4160	-\$ _____
<b>CLIN4005</b>	Ultrasound (MIT)	HR	4160	-\$ _____
<b>CLIN4006</b>	Mammography	HR	2080	-\$ _____
<b>CLIN4007</b>	On-Call (for all modalities), 30-minute response time	HR	1794	-\$ _____
			Total	-\$ _____

## **B.5 STATEMENT OF WORK**

### **1. BACKGROUND**

- 1.1. The Department of Veterans Affairs (VA) requires various Diagnostic Radiologic Technologist (DRT) services to eligible Veteran beneficiaries of the Veterans Affairs San Diego Healthcare System (VASDHS) Radiology Department located at 3350 La Jolla Village Dr. San Diego, CA 92161 and our Community Based Outpatient Clinics (CBOCS) where imaging services are provided. Required DRT specialties are Computerized Tomography Technologist (CT) (2.0 FTE), General DRT Technologist (1.0 FTE), Mammography Technologist (.25 FTE for base year) and (1.0 FTE for option years), Interventional (IR) Technologist (1.0 FTE), Medical Resonance Imaging (MRI) Technologist (2.0 FTE) and Medical Instrument Technicians (MIT) for Ultrasound (2.0 FTE). The stated requirement will be utilized for complete shift coverage during any given shift, seven days a week to include day, evening, night, and twelve hour shifts as needed. Contractor personnel will have use of all required patient care equipment, supplies, and computer access for performing services required by the subsequent task order. All services shall be provided in accordance with the specifications, terms, and conditions contained herein.
- 1.2. Contractor personnel will provide direct and indirect care by contributing to patient assessments, determining priorities. The position requires independent judgment and flexibility, organizational skills, and the ability to utilize an interdisciplinary approach in the provision of care.

### **2. GENERAL REQUIREMENTS**

- 2.1. Contractor shall provide DRT Technologist that independently operates radiographic equipment to perform a variety of complex diagnostic radiographic exams. Contractor personnel shall receive patients, explain method of procedure(s), position patients, select and set technical factors, set up and adjust accessory equipment, and make and develop exposures. Contractor's personnel shall provide staffing for shifts as designated by the Contracting Officer Representative (COR).
- 2.2. Technologist must be able to work equipment, and perform duties independently as well as part of a team. The VASDHS Chief Technologist and/or Supervisory Technologist shall assign procedures, provide instructions, and monitor work of Contractor personnel. Contractor personnel shall be subject to the same quality assurance standards in meeting or exceeding current recognized national standards as established by The Joint Commission for Accreditation of Healthcare Organization (JCAHO). Copies of the quality assurance standards are on file in the Medical

Healthcare Group and will be available to the Contractor. The Contractor shall perform services in accordance with ethical, professional, and technical standards of the healthcare industry consistent with VA policy, regulations, and procedures. Personnel provided by the Contractor shall be technically proficient in the skills necessary to fulfill the Government's requirements, including the ability to speak, understand, read, and write English fluently. Contractor personnel shall be responsible for compliance with all procedures in accordance with applicable VASDHS written policies, procedures, bylaws, and medical staff protocols. Contract personnel shall not introduce new procedures or services without prior recommendation to and approval of the VASDHS Chief of Staff (COS) or VASDHS Medical Director. All Contractor personnel shall provide their own uniforms, which shall be worn at all times when on VASDHS grounds. Contractor personnel shall also have the ability to use computers and technology efficiently.

- 2.3. Contractor shall ensure that all contract personnel have met the qualified criteria stated herein, including current and valid licenses and certifications. Ultimately, the decision to reject or accept contract personnel rest with the VA. Non-acceptance of contract personnel does not relieve the Contractor from satisfying and fulfilling the contract requirements.
- 2.4. Contract personnel shall be required to work in a sterile work environment and set up radiographic suites and assure that sterile supplies, contrast materials, catheters, and other required equipment and supplies are maintained and available to setup a sterile tray; must be knowledgeable in operating in and maintaining a sterile work environment. Prepare and administer contrast material orally, by enema, or intravenously under close supervision of radiologist(s), but not independently. Contract personnel will also perform related clerical duties such as sending images to the Picture Archiving and Communication System (PACS), archiving images, post processing images, and case editing of computer request and reports. As required, contract personnel will also maintain records and enter patient information using the Radiology Vista Package, and the Computerized Patient Record System (CPRS). Specific DRT duties and responsibilities are as follows:
  - 2.4.1. General Diagnostic Technologist – Perform radiography of the entire body.  
Performs such procedures as cholangiography, lumbar and thoracic myelography, gastrointestinal studies, intravenous pyelograms, arteriography, operative cholangiography, and arthrography.
  - 2.4.2. CT Technologist – Perform Computed Tomography of the head, neck, spine, chest, extremities, vascular system, and body.
  - 2.4.3. MRI Technologist – Operate a super conductive Magnetic Resonance Imager (MRI), a highly complex computerized imaging device which employs the use of strong magnetic fields and radio waves to acquire images of the entire body, including the brain, neck, spine, chest, body, and extremities.

- 2.4.4. IR Technologist – Work in a sterile work environment, set up sterile equipment and trays, scrub back table, assist physicians with a variety of sterile procedures.
- 2.4.5. Mammography Technologist – Perform a variety of radiology mammography examinations, from screening mammograms to very difficult diagnostic and magnification views and needle localizations. Continuously monitors and documents the performance of the imaging equipment dedicated to mammography. Performs extensive quality control test at defined daily, weekly, monthly, quarterly, and yearly intervals as required by the Mammography Quality Standards Act (MQSA); which is further outlined in VHA directives and guidance and as determined at each individual facility to assure test accuracy and deviation correction. Quality control testing may also occur when problems are suspected and after service of preventative maintenance.
- 2.4.6. Medical Instrument Technician (MIT) – Independently operates equipment to perform a variety of complex sonographic examinations ranging from routine to highly specialized. Also reviews requisitions to assure that the patient history and anatomical area of interest is consistent with the exam(s) requested. The spectrum of examinations performed includes abdomen for tumors, cysts, abscesses, hematomas, inflammatory lesions, and the size and location of organs. Evaluations of the abdominal aorta for aneurysm and/or dissection, and chest exams for pleural effusions will also be performed. Neck, carotid artery, leg vein, and artery examinations will also be conducted. The MIT will also assist radiologist during invasive procedures and perform all types of gynecological ultrasound exams. Additionally, the MIT will perform quantitative Doppler measurements to determine blood flow profiles when indicated. MIT will also have knowledge of appropriate use of color flow/power Doppler to further evaluate areas for vascular patency/pattern.
- 2.5. The total numbers of hours available are estimates and are subject to change due to vacancies, increases in demand for services, unanticipated illness, and vacation coverage.
- 2.6. Contractor personnel must furnish their own personnel letter markers.

### **3. QUALIFICATIONS**

- 3.1. Personnel assigned by the Contractor to perform services covered by this contract must be American Registry of Radiologic Technologist (ARRT) or American Registry of Diagnostic Medical Sonographers (ARDMS) certified and licensed by the State of California. Basic Life Support (BLS) certification is required; possession of a fluoroscopy permit is preferred but only required for Interventional Radiology and

General Diagnostic Radiography. Contract personnel must be familiar with all radiographic diagnostic fluoroscopy, surgery procedures, portable (including C-Arm), and routine general diagnostic exams. PACS work experience is required; however, Agfa PACS experience is preferred but not required. All contract personnel must have a minimum of two (2) years of current work experience that demonstrates the ability to work with minimal or no supervision. Current work experience is considered to be work performed within the last two (2) years. Student internship and training time spent in a Radiology setting does not count towards the 2 years of work experience. Additional qualifications required per specialty are as follows:

### 3.2. Computed Tomography Technologist

- 3.2.1. Minimum of two (2) years of current work experience in specialized modality.
- 3.2.2. Hold a current and valid Advanced ARRT certification in Computerized Tomography.
- 3.2.3. Have demonstrated experience starting Intravenous (IV), and performing contrast injections. IV certification is preferred but not required.

### 3.3. Magnetic Resonance Imaging Technologist

- 3.3.1. Minimum of two (2) years of current work experience in specialized modality.
- 3.3.2. Hold a current and valid Advanced ARRT certification in MRI.
- 3.3.3. Have demonstrated experience starting Intravenous (IV) and performing contrast injections. IV certification is preferred but not required.

### 3.4. Medical Instrument Technician

- 3.4.1. Minimum of two (2) years of current work experience in specialized modality.
- 3.4.2. Have a current and valid ARDMS license with advanced disciplines to include Abdominal, OBGYN, and RVT.

### 3.5. Interventional Radiology Technologist

- 3.5.1. Minimum of two (2) years of current work experience in specialized modality.
- 3.5.2. Demonstrated ability to operate, film, and troubleshoot with single and bi-plane interventional equipment as well as demonstrated experience working with a contrast injector.

### 3.6 Mammography Technologist

- 3.6.1. Minimum of two (2) years of current work experience in specialized modality.
- 3.6.2. Must be current on continuing education and continuing experience to meet MQSA requirements.
- 3.6.3. Documented proof in digital mammography, and digital breast tomosynthesis.

#### **4. CREDENTIALING AND PRIVILEGING REQUIREMENTS.**

- 4.1. During the evaluation of credentials, contractor DRT providers may perform services at the VA subject to Temporary Privileges as outlined in VA Regulation. The privileging process shall be in accordance with all pre-privileging and privileging requirements in VA Regulations and local VA Medical Staff Bylaws. The credentials required and privileges granted by the Government shall be sufficient to allow for performance of all the requirements under the resulting contract.
- 4.2. Initial applications for clinical privileges will include, but not be limited to, credentials actions history, malpractice history, and complete copies of the below listed documents. Copies shall be submitted by the Contractor to the VASDHS Staff Office through the Contracting Officer's Representative (COR) for each contract DRT proposed to perform under the resulting contract, upon and as requested, by the Government. Additionally, the Contractor shall make all proposed providers available for interview by the Government during the credentialing process. Required documentation include:
- 4.2.1. Copy of valid, current, unrestricted licenses and certifications.
  - 4.2.2. Provider education and training.
  - 4.2.3. A signed consent for release of information.
  - 4.2.4. A copy of the proposed DRT's curriculum vitae, accompanied by that individual's sworn affidavit of the truthfulness of same, indicating experience, training, and technical expertise in the type of care to be rendered.
  - 4.2.5. A list of all states in which the contract health care practitioner currently holds or has held a license to practice related services.
  - 4.2.6. Three (3) letters of reference addressing the status and clinical competence of the Diagnostic Radiologic Technologist including the specialty if being submitted for a specialized technologist position.
  - 4.2.7. Reappointment shall occur not less than every two (2) years, in accordance with Handbook 1100 and other applicable VA Regulations and local Medical Staff Bylaws.
    - 4.2.7.1. Only complete credential applications will be accepted by the Government for processing. Incomplete applications (those that do not fully comply with the requirements, as stated herein) will be returned to the Contractor without action.
    - 4.2.7.2. The Contractor shall take specific action, including Primary Source Verification, to ensure that proposed DRT applications contain the required prerequisites for privileging and do not include any disqualifying impediments for privileges at the VA. This is the sole responsibility of the Contractor and is non-delegable.
    - 4.2.7.3. The Contractor shall submit application only for those contract providers who can reasonably be expected to render the actual, substantial services for performance of the resulting contract. The

submission of applications for credentialing of individuals who lack the requisite qualifications, or whose services are not intended for performance of the resulting contract, shall not be submitted and will not be accepted by the Government.

- 4.3. Contractor shall ensure that all contract personnel have met the qualifying criteria, including current and valid licenses and certifications. These qualifying criteria shall be met by completing the VetPro certification process. Contractor shall initiate VetPro data **within 48 hours of approval of contract staff** by the COR. Contract personnel shall not work at the VASDHS facilities until VetPro process has been completed and the candidate cleared. The contractor shall ensure all candidates cleared through VetPro and Security **shall start work at VASDHS within 48 hours of clearance notification**.
- 4.4. **Contractor shall respond and provide information in a timely manner.** Contractor will provide all applicable information within 48 hours including but not limited to Vetpro data, staff availability to work, and information to conduct investigation.
- 4.5. **Contractor shall maintain a candidate pool of a minimum of 5 qualified and available candidates, that are** cleared to work, i.e., cleared security, and VetPro for VASDHS, for each modality and candidate is available to work in San Diego, and report within 2 hours of requested need. Contractor shall meet these candidate pool requirements throughout the period of performance.

## **5. DENIAL/TERMINATION OF PRIVILEGES.**

Action to limit, suspend, or revoke clinical privileges shall be in accordance with the procedures outlined in VASDHS regulations and local Medical Staff Bylaws. The Contractor shall be notified by the Contracting Officer or COR, as soon as possible when the necessity to exercise such authority becomes apparent. The Contracting Officer or COR shall also provide the Contractor with copies of documentation initiating the revocation process if such action becomes apparent.

## **6. NON-ACCEPTANCE OF CONTRACT PROVIDERS.**

The Contractor shall ensure that all contract providers have met the qualifying criteria, including health requirements and with valid licenses. Ultimately, the decision to accept or reject Contractor personnel rests with the VA. Non-acceptance of contract Providers does not relieve the Contractor from satisfying and fulfilling the contract requirements.

## **7. STANDARD OF CONDUCT.**

7.1. The Government reserves the right to refuse acceptance of contract Providers whose personal or professional conduct jeopardizes patient care or interferes with the regular and ordinary operation of the facility. Breaches of conduct include intoxication or debilitation resulting from drug use, theft, patient abuse, dereliction or negligence in performing directed tasks, or other abuse, or other conduct resulting in formal complaints by patients or other staff members to designated Government Representatives. Standards for conduct shall mirror those prescribed by current Federal Personnel Regulations.

7.2. Complaints concerning contract personnel's conduct with Government employees or patients will be dealt with by the Contractor and the COR. The Contracting Officer is the final authority on validating complaints. In the event that contract personnel are involved and named in a validated complaint, the Government reserves the right to refuse acceptance of the services of such personnel. This does not preclude refusal in the event of incidents involving physical or verbal abuse. The final arbiter on questions of acceptability is the Contracting Officer. The refusal of acceptance of contract Providers services does not relieve the Contractor from satisfying and fulfilling the contract requirements.

## **8. CONFLICT OF INTEREST**

The Contractor shall not employ any person who is an employee of the United States Government if the employment of that person would create a conflict of interest. The Contractor shall not employ any person who is an employee of the Department of Veterans Affairs, unless such person seeks and receives approval in accordance with the Department of Veterans Affairs regulations. Nor shall the Contractor employ any person who, as a member, would create a conflict of interest or the appearance of a conflict of interest, particularly with regard to influencing the contract agreement negotiations or terms of the contract. In any such case, Department of Veterans Affairs (VA) must review the matter and give its approval in accordance with agency ethics rules.

## **9. CONTRACTOR LIAISON**

The Contractor shall designate one (1) employee who shall be responsible for the performance of the work under the resulting blanket purchase agreement. The liaison shall have full authority to act for the Contractor on all matters relating to the daily operation of the resulting purchase agreement. The liaison may be a contract technician performing under the resulting contract. An alternate may be designated, but the Contractor shall identify, in writing, those times when the alternate shall act as the liaison.

Contractor Liaison: \_\_\_\_\_ Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

#### **10. EMERGENCIES OR COMPLICATIONS.**

Contract personnel will report any unusual incidents within 24 hours to the Administrative Officer of the Day (AOD) of the VASDHS Radiology Department. All accidents, malfunctions, injuries and deaths related to the delivery of services shall be immediately reported verbally to the COR. The Contractor may be required to provide evidence of follow-up through a written report of the incident, describing the event, analysis of cause and effect, and corrective action taken. If such a report is requested by the COR, this will be done within three (3) working days of the verbal report.

#### **11. ARRANGEMENT FOR REPLACEMENT STAFF.**

The Contractor shall provide scheduled services throughout the contract period. In the event of the absence of Contractor's personnel for any reason, the Contractor shall coordinate an alternate.

#### **12. ALTERNATE SOURCES**

If routine services are disrupted for more than two (2) consecutive scheduled shifts or emergency response requests, the Government reserves the right to procure such services from an alternate source, until routine services are restored by the Contractor. When the Government exercises its right to procure these services from an alternate source, the Contractor shall reimburse the government for all charges in excess of the amount that would have normally been incurred by the purchase agreement. A copy of the other source's time sheet or other verifiable documentation shall be used as the basis for any reimbursement.

#### **13. IDENTIFICATION BADGE**

An identification (ID) badge will be issued by the VA to contract personnel providing services under the resulting contract. The appropriate ID badge shall be worn at all times while on Government facility grounds, clearly displayed on the outermost garment (i.e. coat, jacket, sweater, shirt, blouse, lab coat etc.).

#### **14. GOVERNMENT TRAINING AND ORIENTATION.**

The VA will provide a briefing to familiarize contract personnel with the policies and procedures on the first scheduled duty day or within a period acceptable to the VA. The Contractor shall ensure that all contract personnel attend and participate in VA or any other mandatory training to include VA Privacy, VA Cyber Security, Diversity, Total Quality Improvement, Annual Fire Safety and Infection Control.

#### **15. PERSONAL HYGIENE AND CLOTHING**

Contract Providers shall be neat, clean, well-groomed, and shall otherwise exercise good personal hygiene. Appropriate and professional attire shall be worn at all times , i.e. scrubs. Medical scrubs are not to be worn outside the facility. No athletic clothing (sweat pants, sweat suits, or hoodies) or jeans are to be worn while on duty.

#### **16. HEALTH REQUIREMENTS.**

- 16.1. Contract personnel shall not perform services under the resulting contract unless a pre-assignment medical examination has been performed within 30 calendar days of their first scheduled shift. Pre-assignment medical examinations shall be the responsibility of the Contractor at no cost to the Government.
- 16.2. As a condition of employment, Occupational Safety and Health Administration (OSHA) requires that all contract staff who will have occupational exposure to blood, other body fluids, or other potentially infectious materials, shall receive Hepatitis B vaccine, sign a voluntary declination or have documented proof of immunity to Hepatitis B infection. The immunization shall be the responsibility of the Contractor at no cost to the Government.
- 16.3. Contract personnel having patient contact or exposure to biological or pathological specimens shall be immunized against, be granted an immunization waiver or have documented proof of immunity to: rubella, mumps, polio and Hepatitis B. In addition, contract Providers shall be free of infectious diseases (to include, but not limited to, active Tuberculosis and Viral Hepatitis) that might reasonably be expected to place other workers, patients or the public at risk.
- 16.4. The Contractor shall provide the Government with all the information necessary to ensure that Government records are maintained correctly and in compliance with

JCAHO, OSHA, and the Center for Disease Control health records requirements, for each individual contract personnel.

- 16.5. The Contractor shall provide certificates of completion for any related testing/requirements that show compliance with JCAHO, OSHA and the Center for Disease Control requirements, for each individual contract personnel. Any such required certifications routinely performed by the Government, onsite where the contract personnel is providing services and which would result in no undue burden upon or additional cost to the Government shall be provided by the Government.
- 16.6. The Contractor shall provide the COR with certification that contract personnel have completed the medical evaluation required above, a minimum of two (2) working days prior to performance of contract services. This certification shall state the date that the examination was completed, the provider's name that performed the examination, a statement concerning the physical health of the individual and the following statement: [Name of contract health care provider] is suffering from no contagious diseases to include, Tuberculosis, Hepatitis and Venereal Disease.
- 16.7. The Government may take nose and throat cultures from contract personnel when required by Government Infection Control Committees (ICC).
- 16.8. When a contract personnel has been found medically unfit for providing services required under the resulting contract, they shall be required to discontinue working immediately. Contract personnel will not return to work until given clearance by the appropriate VA staff member.
- 16.9. The Government will provide emergency health care for injuries sustained while on duty for contract personnel. These services will be billed to the Contractor at the current full reimbursement rate.

## **17. IMMUNIZATION WAIVER/EXEMPTIONS**

Waivers and exemptions may be granted in accordance with VA regulations and Medical Staff Bylaws.

## **18. DRUG SCREENING**

- 18.1. Contract personnel are subject to random drug testing. They are also subject to drug testing when there is a reasonable suspicion that they use or are impaired by illegal drugs while on duty. Reasonable suspicion of drug use or impairment includes, but is not limited, to the following:

- 18.1.1. Observable phenomena, such as direct observation of drug use, possession or the physical symptoms of being under the influence of a drug.
- 18.1.2. A pattern of abnormal conduct or erratic behavior.
- 18.1.3. Arrest or conviction for a drug-related offense or the identification of a contract health care provider as the focus of a criminal investigating into illegal drug possession, use or trafficking.
- 18.1.4. Information provided either by reliable and credible sources or independently corroborated.
- 18.1.5. Newly discovered evidence that the contract health care provider has tampered with a previous drug test.

## **19. PATIENT SENSITIVITY**

Contract Personnel shall respect and maintain the basic rights of patients, demonstrating concern for personal dignity and human relationships.

## **20. CONTRACT PERFORMANCE MONITORING**

- 20.1. Monitoring of Contractors time shall be demonstrated through clinical and administrative record reviews and through patient satisfaction surveys. The COR will be responsible for verifying contract compliance. After award, any incidents of Contractor noncompliance as evidenced by the monitoring procedures or by failure to supply required documentation shall be forwarded immediately to the Contracting Officer.
- 20.2. The Contractor shall maintain an adequate record system for recording services, listing servicing providers, charges, Current Procedural Terminology (CPT) codes applicable, patient identification, service dates and all other commonly accepted information elements for services rendered to patients pursuant to the resulting purchase agreement including, but not limited to, such records as are necessary for the evaluation of the quality, appropriateness and timeliness of services performed under the resulting purchase agreement.

## **21. MEDICAL RECORDS**

Clinical or other medical records of VA beneficiaries treated by contract personnel under the resulting purchase agreement are VA records. Contractor personnel who obtain access to hardware or media which may manipulate or store drug or alcohol abuse data, sickle cell anemia treatment records, records or tests or treatment for or infection with HIV, medical quality assurance records, or any other sensitive information as defined by the Department of

Veterans Affairs, shall not have access to the records unless absolutely necessary to perform their contractual duties. Any individual who has access to these data will disclose them to no one, including other employees of the Contractor not involved in the performance of the particular contractual duty for which access was obtained.

## **22. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA)**

- 22.1. Contractor shall take reasonable measures to ensure patient privacy and confidentiality. The contract personnel assigned to provide services under the resulting purchase agreement agree to take all reasonable precautions to safeguard patient information from unauthorized access or modification, in both electronic and hard-copy formats. This includes not only electronic security measures such as “strong” user passwords on computer systems, but also physical barriers to prevent unauthorized use of computer work-stations; that hard copy patient files are in secured lockable areas, that files are in lockable cabinets, that the cabinets can in fact be locked (i.e., keys are available, and the locking mechanisms work properly). This precaution also includes the proper transfer of patient information via electronic means, such as faxing or system-to-system transmission.
- 22.2. Contractor personnel shall make sure no patient information of any type is given to outside parties, agencies or organizations of any type without the expressed written consent of the patient and the VA and only in capacities directly related to the provision of the services contracted in this instrument. That only the minimum necessary patient information is used to provide appropriate service to the correct patient. The Contractor is subject to the same penalties and liabilities for unauthorized disclosures of such records as VA personnel.
- 22.3. That the undersigned understands that all parties are bound by the requirements of the “Health Insurance Portability and Accountability Act of 1996” which provide guidance on the protection of patient privacy and confidentiality. This Act mandates that all government agencies and those bodies with whom they contract must be in compliance with the directives of the Act. Details of the Act are still under development by the Congress of the United States. Once these detailed directives are released, this current purchase agreement may require a modification to be in compliance depending on the effective date of the Act as decided by Congress and the President of the United States.

## **23. PERFORMANCE IMPROVEMENT (PI)/RISK MANAGEMENT**

Contract personnel shall participate in PI/Risk Management activities to the extent required by VASDHS. Contract personnel’s specific data must be submitted by the Contractor to the

COR upon request. The Government shall evaluate Contractor's performance under the resulting contract using quality assurance standards specified in VA Regulations, TJC and VASDHS policies.

## **24. QUALITY ASSURANCE AND PERFORMANCE MONITORING**

- 24.1. Contract personnel will be held to the same standard as VA personnel through quality assurance and performance monitoring to ensure compliance under the resulting purchase agreement. The COR will utilize the Quality Assurance Surveillance Plan (QASP) to assist in performance monitoring and be responsible for verifying compliance with the terms and conditions of the purchase agreement. After the purchase agreement is awarded, any incidents as evidenced by the monitoring procedures will be forwarded immediately to the Contracting Officer. In addition, the COR will forward the summary evaluation of the Contractor performance to the Contracting Officer once performance ends.
- 24.2. Timeliness and productivity measures will be rated based on productivity and workload reports and the average performance of like peers. Any concerns or negative trends will be immediately reported to the Contracting Officer, along with reports of positive trends and productivity.
- 24.3. Customer Service will be measured based on documented, substantiated, patient and/or staff complaints or compliments. Any substantiated customer service complaint will be immediately reported to the Contracting Officer, along with reported compliments.

## **25. THE JOINT COMMISSION**

- 25.1. Contractor's personnel shall be subject to the same quality assurance standards in meeting or exceeding current recognized National Standards as established by The Joint Commission (TJC). Copies of the quality assurance standards are on file in the VASDHS Quality Management department and will be available to the Contractor. The Contractor shall perform services in accordance with the ethical, professional, and technical standards of the healthcare industry as consistent with VA policy, regulations, and procedures.
- 25.2. The personnel provided by the Contractor shall be technically proficient in the skills necessary to fulfill the Government's requirements, including the ability to speak, understand, read and write English fluently. Contract personnel shall be responsible for compliance with all procedures in accordance with applicable VASDHS written policies, procedures, Bylaws of the Medical Staff and protocols. Copies of the Bylaws

will be available to all Contractor personnel and are located within the Quality Management department. They shall not introduce new procedures or services without prior recommendation to and approval of the Chief of Staff (COS) or authorized representative(s) and through the Contracting Officer.

25.3. The Contractor is required to maintain records that document competence/performance level of Contractor employees working on the resulting purchase agreement in accordance with TJC accreditation and other regulatory body requirements. The Contractor will provide a current copy of the competence assessment checklist and annual performance evaluation to the COR at the time of award or upon request, for each Contractor employee working on the resulting purchase agreement.

25.4. Where the purchase agreement does not require the TJC accreditation or other regulatory body requirements, the contract personnel must perform the required work in accordance with the TJC accreditation standards. A copy of these standards may be obtained from TJC, One Renaissance Blvd., Oakbrook Terrace, IL 60181.

## **26. HHS/OIG REQUIREMENTS**

To ensure that the individuals providing services under the resulting purchase agreement have not engaged in fraud or abuse regarding Sections 1128 and 1128A of the Social Security Act regarding federal health care programs, the Contractor is required to check the Health and Human Services - Office of Inspector General (HHS/OIG), List of Excluded Individuals/Entities on the OIG Website ([www.hhs.gov/oig](http://www.hhs.gov/oig)) for each person providing services under the resulting purchase agreement. Further, the Contractor is required to certify in its proposal that all persons listed in the Contractor's proposal have been compared against the OIG list and are NOT listed. During the performance of the resulting purchase agreement, the Contractor is prohibited from using any individual or business listed on the List of Excluded Individuals/Entities.

## **27. CONTINUING MEDICAL EDUCATION (CME) REQUIREMENTS**

Contract personnel registered by national associations shall continue to meet the minimum standards for CME and VASDHS Bylaws and Rules to remain current as prescribed by legal requirements. CME is the sole responsibility of the Contractor, shall be obtained at no additional cost to the Government, and shall be reported to the COR annually on the first normal duty day in January for the previous calendar year. Periodic CME may be conducted at the VA and may be available, at no cost, to contract personnel.

## **28. EVIDENCE OF INSURANCE COVERAGE**

Before commencing work under this contract, the Contractor shall furnish certification to the Contracting Officer that the coverage required (General and Professional Liability as well as Workers Compensation) has been obtained and such policy shall state, "This policy may not be changed or cancelled without written notice to the VA Contracting Officer, VA Network Contracting Office 22, 10444 Corporate Dr., Ste. K, Redlands, CA 92374." Said policy must bear an appropriate "loss payable clause" to the United States as its interest may appear. Such evidence of insurance will not be waived.

## **29. CONTRACTOR PERSONNEL POLICY**

29.1. The Contractor shall assume full responsibility for the protection of its personnel furnishing services under the resulting purchase agreement. To carry out this responsibility, the Contractor shall provide the following to the personnel:

- Worker's compensation
- Professional liability insurance
- Health examinations
- Income tax withholdings
- Social Security withholdings

29.2. Payment for any leave, including sick leave or vacation time is considered the sole responsibility of the Contractor. The Contractor shall comply with all existing local, state, federal and/or union laws, regulations relevant to fringe benefits, and premium pay for their employees. Such personnel shall not be considered VASDHS employees for any purpose and shall be considered employees of the Contractor. There is no employer-employee relationship between the VA and the Contractor or the Contractor's employee(s).

## **30. COMPUTER SECURITY**

In the performance of official duties, if the contract personnel has regular access to printed and electronic files containing sensitive data that must be protected under the provisions of the Privacy Act of 1974 and other applicable laws, federal regulations, VA statutes and policy, and VHA policy, the contract personnel provider is responsible for:

- protecting the data from unauthorized release or from loss, alteration, or unauthorized deletion
- following applicable regulations and instructions regarding access to computerized files, release of access codes, etc., as set out in the access agreement which the contract personnel provider will sign.

### **31. WORK SHIFTS**

31.1. Each contract technologist may work a total of 40 hours per week. Actual workdays and tours will be scheduled according to VA staffing needs. The VA COR will provide the Contractor with department staffing needs no less than thirty (30) days in advance for scheduled shifts excluding emergencies via a contract needs schedule. The Contractor will in turn provide the VA COR with a completed schedule no less than five (5) working days upon receipt of VASDHS staffing needs. Contract technologist may be required to work on the weekdays, weekends, holidays as well as overtime and/or on-call as needed. Contract technologist assigned to work on-call shall be able to report **within 30 minutes of initial contact** to report.

31.2. Weekday & Weekend Coverage (including holidays):

a. MRI Technologist:

Monday – Friday: 0600 - 1430, 1000 - 1830, 1400 - 2230

Saturday and Sunday: 0600 – 1830, 0800-1630, 0730-1600

On-Call:

Monday – Friday: 2230 - 0600

Saturday – Sunday: 1600 - 0600

b. X-Ray Technologist:

Monday – Sunday: Midnight - 0800, 0700 - 1530, 0730 - 1600, 0800 - 1630,  
0930 - 1800, 1130 - 2000, 1300-2130 and 1530 - Midnight

c. CT Technologist:

Monday – Sunday: Midnight - 0800, 0700 - 1530, 0730 - 1600, 1130-2000 and  
1530 - Midnight

d. Medical Instrument Technician (US):

Monday – Sunday: 0730 – 1600

Monday – Friday: 0700-1530; 0800-1630; 0930 - 1800; 1130 – 2000 and 1530-Midnight

On-Call

Monday – Friday: 2000 - 0730

Saturday – Sunday: 0730 – 0730

- e. Interventional Radiology Technologist (IR):  
Monday-Friday: 0730-1600

On-Call

Monday-Friday: 1600-0730

Saturday-Sunday: 0730-0730

NOTE: Contract personnel may be required to work any variation of the above schedule. Contract personnel assigned to work on-call must be able to report **within 30 minutes of initial contact** to report.

### **32. OVERTIME AND HOLIDAY PAY**

Any overtime and/or holiday pay that may be entitled to the Contractor's employees shall be the sole responsibility of the Contractor.

### **33. NATIONAL HOLIDAYS**

Listed below are the ten (10) national holidays.

New Year's Day	January 01
Martin Luther King's Birthday	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 04
Labor Day	First Monday in September
Columbus Day	Second Monday in October
Veterans Day	November 11
Thanksgiving Day	Fourth Thursday in November
Christmas Day	December 25

When one of the holidays falls on a Sunday, the following Monday will be observed as a national holiday. When a holiday falls on a Saturday, the preceding Friday is observed as a national holiday by U.S. Government Agencies. Also included would be any day specifically declared by the President of the United States of America as a national holiday.

### **34. SHIFT CANCELLATION**

The COR will provide the Contractor notification of available shifts no less than thirty (30) days in advance for scheduled shifts excluding emergencies. The Contractor's personnel may be released from duty after a minimum of four (4) hours if their services are no longer

required, however contract personnel will only be paid for actual hours work. Any tour of duty for Contractor personnel may be canceled no less than twenty-four (24) hours prior to start of assigned shift without penalty to the Government if staffing permits.

**35. TARDINESS/NO SHOWS**

The VASDHS on a case-by-case basis may approve tardiness in excess of one (1) hour. However, payment to the contractor will only be for actual hours worked. Unacceptable patterns of tardiness or no shows will be reported to the Contractor through the COR and may result in a poor performance rating of the Contractor. Unless otherwise specified by the VASDHS, after one (1) hour of tardiness, Contractor personnel will be considered a no show. The Contractor will be responsible for providing a replacement for personnel within two (2) hours of notification of a no show.

**36. TIME KEEPING**

The VASDHS has established and will maintain a record keeping system for verification of actual hours worked by Contractor personnel each day. Contractor personnel must be present at the assigned VASDHS facility and performing services as required herein. Contract personnel shall sign in and out at the designated areas as a method for accounting for hours worked.

**37. BILLING FOR SERVICES.**

The Contractor is responsible for submitting billing for services. Invoices must be submitted by the 5th of every month to ensure timely processing.

**38. PAYMENTS.**

The Contractor shall accept payment for services rendered under the resulting contract as payment in full and will not bill the Veteran, or his/her third party insurer for any services covered under the resulting contract or for additional services for which the VA pays the Contractor outside the contract.

**39. INVOICE AND PAYMENT**

39.1. Payment is to be made monthly in arrears. Contractor shall submit invoices to:

<http://www.ob10.com>. Invoices submitted for payment shall be reviewed for accuracy, verified against time records and attendance logs and shall be subject to approval by the Government prior to remittance of payment.

39.2. Any discrepancies found shall be brought to the attention of the Contractor and shall be resolved. A corrected invoice must then be submitted by the Contractor within three (3) days to the Government. Patients shall not be invoiced for services. The invoice MUST be itemized to include the following information:

- (1) Name and address of Contractor
- (2) Contractor's tax ID number
- (3) Health Care Practitioner name
- (4) Date and Hours worked
- (5) Unit hours billed for each service provider
- (6) Unit price billed for each service provider
- (7) Extended amount due for each service provider
- (8) Total extended amount due for billing cycle
- (9) Invoice number, date, and purchase order number
- (10) Time period being invoiced
- (11) Description of services
- (12) Contract No. & Obligation No.

39.3. Payment for services rendered by the Contractor shall be made monthly upon receipt of a proper invoice. When inadequate invoices are received (those lacking any of the essential items listed above), the vendor will be notified in writing within 7 calendar days of receipt of such bills that these bills cannot be processed for payment until a proper invoice is submitted (Prompt Payment Act – Public Law 97-177).

39.4. The itemized invoice shall be verified for certification of the services rendered during the billing period. The COR shall certify the Contractor's invoice for payment of services rendered.

**40. FIRE ALARM TRIP CHARGES**

A minimum fee of \$2,500.00 will be assessed against any outstanding invoices or collected from the Contractor when Contractor or sub-Contractor personnel trip a fire alarm due to negligence, fault, or failure to properly coordinate response to the false alarm, disruption of Medical Center operations, false alarm response, and any fines imposed, by the Fire Department, and any other costs incurred by the Medical Center as a result of the false alarm. The amount of the penalty will be adjusted if local and/or administrative costs change.

**41. CONTRACTOR PERSONNEL SECURITY REQUIREMENTS**

41.1. The Office of Security and Law Enforcement provides Department-wide policy on the assignment of appropriate position sensitivity designations associated with Department of Veterans Affairs (VA) positions involving national security and public trust responsibilities, and on the level of background investigations required for applicants for, and incumbents of, those positions.

41.2. IAW VA 0710 Handbook, appointees and contract personnel appointed to Low/Moderate/High Risk positions must be subjects of a background investigation conducted by OPM and receive a favorable adjudication from the VA Office of Security and Law Enforcement to ensure compliance with such policy. If such investigation has not been completed prior to contract commencement, the Contractor shall be responsible for the actions of those individuals performing under the contract.

41.3. Should the contract require Contractor's personnel to maintain U.S. citizenship, the Contractor shall be responsible for compliance. Regardless of U.S. citizenship requirements, Contractor's personnel are required to read, write, speak, and understand the English language, unless otherwise specified in this contract or agreed to by the Government.

41.4. The cost for such investigations shall be borne by the Contractor, either in advance or as reimbursement to the Government. The level of sensitivity shall be determined by the Government on the basis of the type of access required. The level of sensitivity will determine the depth of the investigation and the cost thereof. At this time, the current estimated costs for such investigations are as follows:

<b>LEVEL OF SENSITIVITY</b>	<b>BACKGROUND INVESTIGATION LEVEL</b>	<b>APPROXIMATE COST</b>
Low Risk	National Agency Check w/ written inquiries	\$231.00
Moderate Risk	Minimum Background Investigation	\$825.00
High Risk	Background Investigation	\$3,465.00

41.5. The Contractor shall be required to furnish all applicable employee information required to conduct the investigation, such as, but not limited to, the name, address, and social security number of the Contractor's personnel. The VA will provide all the necessary instructions and guidance for submission of the documents required to conduct the background investigation. Background investigations shall not be required for contract personnel assigned to Low Risk/Non-sensitive positions for 180 days or less under a single contract or series of contracts. However, a Security Access Clearance (SAC) background screening will be required for appropriate preliminary checks IAW VA Directive 0710.

#### **42. SECURITY INCIDENT INVESTIGATION.**

42.1. The term "security incident" means an event that has, or could have, resulted in unauthorized access to, loss, or damage to VA assets or sensitive information, or an action that breaches VA security procedures. The Contractor/sub-Contractor 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/sub-Contractor has access.

42.2. To the extent known by the Contractor/sub-Contractor, the Contractor/ sub-Contractor'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/sub-Contractor considers relevant.

42.3. In instances of theft or break-in or other criminal activity, the Contractor/sub-Contractor 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 sub-Contractors 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/sub-Contractor 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.

#### **43. GOVERNMENT ORIENTATION AND TRAINING**

The VA will provide a briefing to familiarize the Contractor's personnel on the policies and

procedures on the first scheduled duty day or within a period acceptable to the VA. The Contractor shall ensure that all of the Contractor's personnel attend, participate and complete all VA mandatory training that is required to include, but not limited to, VA Handbook 6500.6 Appendix C Paragraph 9.

#### **44. VA HANDBOOK 6500.6 APPENDIX C PARAGRAPH 9 – TRAINING**

- 44.1. All Contractor employees and sub-Contractor employees requiring access to VA information and VA information systems shall complete the following before being granted access to VA information and its systems:
  - 44.1.1. 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.
  - 44.1.2. Successfully complete the VA Cyber Security Awareness and Rules of Behavior training and annually complete required security training.
  - 44.1.3. Successfully complete the appropriate VA privacy training and annually complete required privacy training.
  - 44.1.4. Successfully complete any additional cyber security or privacy training, as required for VA personnel with equivalent information system access as defined by the VA program office.
- 44.2. The Contractor shall provide to the Contracting Officer and/or the COR a copy of the training certificates and certification of signing the Contractor Rules of Behavior for each applicable employee within 1 week of the initiation of the contract and annually thereafter, as required.
- 44.3. Failure to complete the mandatory annual training and sign the Rules of Behavior annually, within the timeframe, 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 certifications are complete.

#### **45. CONTRACT SECURITY REQUIREMENTS PRESCRIBED BY VHA HANDBOOK 6500.6.**

- 45.1. Access to VA Information and VA Information Systems.
  - 45.1.1. A contractor/subcontractor shall request logical (technical) or physical access to VA information and VA information systems for their employees, subcontractors, and affiliates only to the extent necessary to perform the services specified in the contract, agreement, or task order.
  - 45.1.2. All contractors, subcontractors, and third-party servicers and associates working with VA information are subject to the same investigative requirements as those of VA appointees or employees who have access to the same types of information. The level and process of background security

investigations for contractors must be in accordance with VA Directive and Handbook 0710, Personnel Suitability and Security Program. The Office for Operations, Security, and Preparedness is responsible for these policies and procedures.

- 45.1.3. 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.

#### 45.2. VA Custodial Language.

- 45.2.1. Information made available to the contractor or subcontractor by VA for the performance or administration of this contract or information developed by the contractor/subcontractor in performance or administration of the contract shall be used only for those purposes and shall not be used in any other way without the prior written agreement of the VA. This clause expressly limits the contractor/subcontractor's rights to use data as described in Rights in Data - General, FAR Part 52.227-14(d) (1).
- 45.2.2. VA information should not be co-mingled, if possible, with any other data on the Contractors / subcontractor's information systems or media storage systems in order to ensure VA requirements related to data protection and media sanitization can be met. If co-mingling must be allowed to meet the requirements of the business need, the contractor must ensure that VA's information is returned to the VA or destroyed in accordance with VA's sanitization requirements. VA reserves the right to conduct onsite 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.
- 45.2.3. Prior to termination or completion of this contract, contractor/subcontractor must not destroy information received from VA, or gathered/created by the contractor in the course of performing this contract without prior written approval by the VA. Any data destruction done on behalf of VA by a contractor/subcontractor must be done in accordance with National Archives and Records Administration (NARA) requirements as outlined in VA Directive 6300, Records and Information Management and its Handbook 6300.1 Records Management Procedures, applicable VA Records Control Schedules, and VA Handbook 6500.1, Electronic Media Sanitization. Self-certification by the contractor that the data destruction requirements above have been met must be sent to the VA Contracting Officer within 30 days of termination of the contract.
- 45.2.4. The contractor/subcontractor must receive, gather, store, back up, maintain, use, disclose and dispose of VA information only in compliance with the terms of the contract and applicable Federal and VA information confidentiality and

security laws, regulations and policies. If Federal or VA information confidentiality and security laws, regulations and policies become applicable to the VA information or information systems after execution of the contract, or if NIST issues or updates applicable FIPS or Special Publications (SP) after execution of this contract, the parties agree to negotiate in good faith to implement the information confidentiality and security laws, regulations and policies in this contract.

- 45.2.5. 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.
- 45.2.6. 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.
- 45.2.7. 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.
- 45.2.8. 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.
- 45.2.9. 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 VASDHS Release of Information Unit for response.
- 45.2.10. 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 VASDHS Release of Information Unit for response.

#### 45.3. Information System Hosting, Operation, Maintenance or Use.

- 45.3.1. 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.
- 45.3.2. 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.
- 45.3.3. 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.
- 45.3.4. The contractor/subcontractor's system must adhere to all FISMA, FIPS, and NIST standards related to the annual FISMA security controls assessment and review and update the PIA. Any deficiencies noted during this assessment must be provided to the VA contracting officer and the ISO for entry into VA's POA&M management process. The contractor/subcontractor must use VA's POA&M process to document planned remedial actions to address any deficiencies in information security policies, procedures, and practices, and the completion of those activities. Security deficiencies must be corrected within the timeframes approved by the government. Contractor/subcontractor procedures are subject to periodic, unannounced assessments by VA officials, including the VA Office of Inspector General. The physical security aspects associated with contractor/subcontractor activities must also be subject to such

assessments. If major changes to the system occur that may affect the privacy or security of the data or the system, the C&A of the system may need to be reviewed, retested and re-authorized per VA Handbook 6500.3. This may require reviewing and updating all of the documentation (PIA, System Security Plan, and Contingency Plan). The Certification Program Office can provide guidance on whether a new C&A would be necessary.

- 45.3.5. 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.
- 45.3.6. 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.
- 45.3.7. 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.

#### 45.4. Liquidated Damages for Data Breach.

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

contract. However, it is the policy of VA to forgo collection of liquidated damages in the event the Contractor provides payment of actual damages in an amount determined to be adequate by the agency.

- 45.4.2. The contractor/subcontractor shall provide notice to VA of a “security incident” as set forth in the Security Incident Investigation section above. Upon such notification, VA must secure from a non-Department entity or the VA Office of Inspector General an independent risk analysis of the data breach to determine the level of risk associated with the data breach for the potential misuse of any sensitive personal information involved in the data breach. The term 'data breach' means the loss, theft, or other unauthorized access, or any access other than that incidental to the scope of employment, to data containing sensitive personal information, in electronic or printed form, that results in the potential compromise of the confidentiality or integrity of the data. Contractor shall fully cooperate with the entity performing the risk analysis. Failure to cooperate may be deemed a material breach and grounds for contract termination.
- 45.4.3. IAW VHA Handbook 6500-6, each risk analysis shall address all relevant information concerning the data breach as listed in Appendix C, para 7c.
- 45.4.4. Based on the determinations of the independent risk analysis, the contractor may be responsible for paying to the VA liquidated damages in the amount of \$37.50 per affected individual or current cost to cover the cost of providing credit protection services to affected individuals consisting of the following:
  - 45.4.4.1. Notification.
  - 45.4.4.2. One year of credit monitoring services consisting of automatic daily monitoring of at least 3 relevant credit bureau reports.
  - 45.4.4.3. Data breach analysis.
  - 45.4.4.4. Fraud resolution services, including writing dispute letters, initiating fraud alerts and credit freezes, to assist affected individuals to bring matters to resolution.
  - 45.4.4.5. One year of identity theft insurance with \$20,000.00 coverage at \$0 deductible.
  - 45.4.4.6. Necessary legal expenses the subjects may incur to repair falsified or damaged credit records, histories, or financial affairs.
  - 45.4.4.7. Contractor Security Control Assessment. The contractor will conduct a Contractor Security Control Assessment within 30 days of contract award and annually not later than the due date of contract extension. Results will be provided to the COR. COR will forward results to the ISO and the Office of Cyber Security Certification Program Office for review and to ensure that appropriate security controls are being implemented. ISO will upload documents into the Security Management and Reporting System.
  - 45.4.4.8. Certification and Accreditation requirements do not apply, therefore a Security Accreditation Package is not required.

#### **46. CONTRACT ADMINISTRATION**

The Contractor shall communicate and coordinate with the Contracting Officer and/or the COR on all matters pertaining to administration of the resulting purchase agreement. Only the Contracting Officer is authorized to make commitments or issue changes that will affect price, quantity, or quality of the resulting purchase agreement.

#### **47. POST-AWARD PERFORMANCE CONFERENCE**

Successful Contractor(s) shall participate in a post-award orientation conference as directed in the Office of Acquisition and Logistics Information Letter number 003A3-12-04.

Conference will include the Contracting Officer, COR, Program Manager, Contractor, and others designated. They will meet quarterly thereafter to ensure that the Contractor(s) is/are meeting and/or exceeding the contract requirements.

### **B.6 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 5 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 5 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 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)

## SECTION C - CONTRACT CLAUSES

### C.1 52.212-4 CONTRACT TERMS AND CONDITIONS—COMMERCIAL ITEMS (JAN 2017)

(a) *Inspection/Acceptance.* The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or re-performance of nonconforming services at no increase in contract price. If repair/replacement or re-performance will not correct the defects or is not possible, the Government may seek an equitable price reduction or adequate consideration for acceptance of nonconforming supplies or services. The Government must exercise its post-acceptance rights (1) within a reasonable time after the defect was discovered or should have been discovered; and (2) before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

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

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

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

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

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

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

(i) Name and address of the Contractor;

(ii) Invoice date and number;

- (iii) Contract number, line item number and, if applicable, the order number;
- (iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;
- (v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;
- (vi) Terms of any discount for prompt payment offered;
- (vii) Name and address of official to whom payment is to be sent;
- (viii) Name, title, and phone number of person to notify in event of defective invoice; and
- (ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.
- (x) Electronic funds transfer (EFT) banking information.
  - (A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.
  - (B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (*e.g.*, 52.232-33, Payment by Electronic Funds Transfer— System for Award Management, or 52.232-34, Payment by Electronic Funds Transfer—Other Than System for Award Management), or applicable agency procedures.
  - (C) EFT banking information is not required if the Government waived the requirement to pay by EFT.
- (2) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR part 1315.
  - (h) *Patent indemnity.* The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.
  - (i) *Payment—(1) Items accepted.* Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract.
  - (2) *Prompt payment.* The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR part 1315.
  - (3) *Electronic Funds Transfer (EFT).* If the Government makes payment by EFT, see 52.212-5(b) for the appropriate EFT clause.
  - (4) *Discount.* In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

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

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

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

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

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

(D) Contractor point of contact.

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

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

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

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

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

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

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

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

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

(A) The date fixed under this contract.

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

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

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

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

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

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

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

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

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

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

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

(m) *Termination for cause.* The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

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

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

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

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

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

(s) *Order of precedence.* Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order: (1) the schedule of supplies/services; (2) The Assignments, Disputes, Payments, Invoice, Other Compliances, Compliance with Laws Unique to Government Contracts, and Unauthorized Obligations paragraphs of this clause; (3) the clause at 52.212-5; (4) addenda to this solicitation or contract, including any license agreements for computer software; (5) solicitation provisions if this is a solicitation; (6) other paragraphs of this clause; (7) the Standard Form 1449; (8) other documents, exhibits, and attachments; and (9) the specification.

(t) *System for Award Management (SAM)* (1) Unless exempted by an addendum to this contract, the Contractor is responsible during performance and through final payment of any contract for the accuracy and completeness of the data within the SAM database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the SAM database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the SAM database to ensure it is current, accurate and complete. Updating information in the SAM does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

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

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

(3) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the SAM record to reflect an assignee for the purpose of assignment of claims (see Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the SAM database. Information

provided to the Contractor's SAM record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

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

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

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

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

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

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

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

(End of clause)

#### 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.2 52.203-99 PROHIBITION ON CONTRACTING WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS (DEVIATION) (FEB 2015)**

(a) The Contractor shall not require employees or Contractors seeking to report fraud, waste, or abuse to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting such waste, fraud, or abuse to a designated

investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

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

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

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

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

(End of Clause)

### **C.3 52.203-99 PROHIBITION ON CONTRACTING WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS (DEVIATION) (FEB 2015)**

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

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

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

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

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

(End of Clause)

#### **C.4 52.216-18 ORDERING (OCT 1995)**

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued for a period to be determined.

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

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

(End of Clause)

#### **C.5 52.216-19 ORDER LIMITATIONS (OCT 1995)**

(a) *Minimum order.* When the Government requires supplies or services covered by this contract in an amount of less than \$100.00, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

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

(1) Any order for a single item in excess of \$5,000,000.00;

(2) Any order for a combination of items in excess of \$10,000,000.00; or

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

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

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 5 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of Clause)

#### **C.6 52.216-22 INDEFINITE QUANTITY (OCT 1995)**

(a) This is an indefinite-quantity contract for the services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; *provided*, that the Contractor shall not be required to make any deliveries under this contract after five and a half years after award of contract.

(End of Clause)

#### **C.7 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.8 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.9 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

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

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

<u>FAR Number</u>	<u>Title</u>	<u>Date</u>
52.203-16	PREVENTING PERSONAL CONFLICTS OF INTEREST	DEC 2011
52.203-17	CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS	APR 2014
	PROHIBITION ON CONTRACTING WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS (DEVIATION)	FEB 2015
52.204-4	PRINTED OR COPIED DOUBLE-SIDED	MAY2011
52.204-9	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL	JAN 2011
52.204-18	COMMERCIAL AND GOVERNMENT ENTITY CODE MAINTENANCE	JUL 2016
52.217-8	OPTION TO EXTEND SERVICES	NOV 1999
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
52.237-3	CONTINUITY OF SERVICES	JAN 1991

(End of Clause)

## C.10 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS—COMMERCIAL ITEMS (JAN 2018)

(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 (JAN 2018) (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).

(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.

(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

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

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

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

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

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

(9) 52.222-62, 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)

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

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

(End of Clause)

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

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

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

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

(End of Clause)

### **C.13 VAAR 852.219-10 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.14 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 Presentation 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.15 VAAR 852.237-7 INDEMNIFICATION AND MEDICAL LIABILITY INSURANCE (JAN 2008)**

(a) It is expressly agreed and understood that this is a non- personal services contract, as defined in Federal Acquisition Regulation (FAR) 37.101, under which the professional services rendered by the Contractor or its health-care Providers are rendered in its capacity as an independent Contractor. The Government may evaluate the quality of professional and administrative services provided but retains no control over professional aspects of the services rendered, including by example, the Contractor's or its health-care Providers professional medical judgment, diagnosis, or specific medical treatments. The Contractor and its health-care Providers shall be liable for their liability-producing acts or omissions. The Contractor shall maintain or require all health-care Providers performing under this contract to maintain, during the term of this contract, professional liability insurance issued by a responsible insurance carrier of not less than the following amount(s) per specialty per occurrence: \*\$1,000,000. However, if the Contractor is an entity or a subdivision of a State that either provides for self-insurance or limits the liability or the amount of insurance purchased by State entities, then the insurance requirement of this contract shall be fulfilled by incorporating the provisions of the applicable State law.

(b) An apparently successful offeror, upon request of the Contracting Officer, shall, prior to contract award, furnish evidence of the insurability of the offeror and/or of all health- care Providers who will perform under this contract. The submission shall provide evidence of insurability concerning the medical liability insurance required by paragraph (a) of this clause or the provisions of State law as to self-insurance, or limitations on liability or insurance.

(c) The Contractor shall, prior to commencement of services under the contract, provide to the Contracting Officer Certificates of Insurance or insurance policies evidencing the required insurance coverage and an endorsement stating that any cancellation or material change adversely affecting the Government's interest shall not be effective until 30 days after the insurer or the Contractor gives written notice to the Contracting Officer. Certificates or policies shall be provided for the Contractor and/or each health- care provider who will perform under this contract.

(d) The Contractor shall notify the Contracting Officer if it, or any of the health-care Providers performing under this contract change insurance Providers during the performance period of this contract. The notification shall provide evidence that the Contractor and/or health-care Providers will meet all the requirements of this clause, including those concerning liability insurance and endorsements. These requirements may be met either under the new policy, or a combination of old and new policies, if applicable.

(e) The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts for health-care services under this contract. The Contractor shall be responsible for compliance by any subcontractor or lower-tier subcontractor with the provisions set forth in paragraph (a) of this clause.

\* Amounts from paragraph (a) above:

\$1,000,000.00 per occurrence

(End of Clause)

### C.16 MANDATORY WRITTEN DISCLOSURES

Mandatory written disclosures required by FAR clause 52.203-13 to the Department of Veterans Affairs, Office of Inspector General (OIG) must be made electronically through the VA OIG Hotline at <http://www.va.gov/oig/contacts/hotline.asp> and clicking on "FAR clause 52.203-13 Reporting." If you experience difficulty accessing the website, call the Hotline at 1-800-488-8244 for further instructions.

## SECTION D – CONTRACT DOCUMENTS, EXHIBITS, OR ATTACHMENTS

### D.1 WAGE DETERMINATION SAN DIEGO

WD 15-5635 (Rev.-8) was first posted on [www.wdol.gov](http://www.wdol.gov) on 01/16/2018

\*\*\*\*\*

REGISTER OF WAGE DETERMINATIONS UNDER | U.S. DEPARTMENT OF LABOR

THE SERVICE CONTRACT ACT | EMPLOYMENT STANDARDS ADMINISTRATION

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

| WASHINGTON D.C. 20210

|

|

|

| Wage Determination No.: 2015-5635

Daniel W. Simms Division of | Revision No.: 8

Director Wage Determinations| Date Of Revision: 01/10/2018

---

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: California

Area: California County of San Diego

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

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		16.73
01012 - Accounting Clerk II		18.77
01013 - Accounting Clerk III		21.01
01020 - Administrative Assistant		28.33
01035 - Court Reporter		23.19
01041 - Customer Service Representative I		14.16
01042 - Customer Service Representative II		15.92
01043 - Customer Service Representative III		17.38
01051 - Data Entry Operator I		15.00
01052 - Data Entry Operator II		16.37
01060 - Dispatcher, Motor Vehicle		19.16
01070 - Document Preparation Clerk		17.13
01090 - Duplicating Machine Operator		17.13
01111 - General Clerk I		13.54
01112 - General Clerk II		15.34
01113 - General Clerk III		17.22
01120 - Housing Referral Assistant		20.69

01141 - Messenger Courier	14.48
01191 - Order Clerk I	16.34
01192 - Order Clerk II	17.84
01261 - Personnel Assistant (Employment) I	18.29
01262 - Personnel Assistant (Employment) II	20.67
01263 - Personnel Assistant (Employment) III	23.10
01270 - Production Control Clerk	24.21
01290 - Rental Clerk	16.09
01300 - Scheduler, Maintenance	17.28
01311 - Secretary I	17.28
01312 - Secretary II	18.56
01313 - Secretary III	20.69
01320 - Service Order Dispatcher	17.60
01410 - Supply Technician	28.33
01420 - Survey Worker	19.16
01460 - Switchboard Operator/Receptionist	15.13
01531 - Travel Clerk I	13.51
01532 - Travel Clerk II	14.76
01533 - Travel Clerk III	16.21
01611 - Word Processor I	16.07
01612 - Word Processor II	18.04
01613 - Word Processor III	20.18
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	22.28
05010 - Automotive Electrician	22.37
05040 - Automotive Glass Installer	21.55
05070 - Automotive Worker	21.55
05110 - Mobile Equipment Servicer	19.83

05130 - Motor Equipment Metal Mechanic	23.16
05160 - Motor Equipment Metal Worker	21.55
05190 - Motor Vehicle Mechanic	22.75
05220 - Motor Vehicle Mechanic Helper	18.60
05250 - Motor Vehicle Upholstery Worker	20.75
05280 - Motor Vehicle Wrecker	21.55
05310 - Painter, Automotive	22.79
05340 - Radiator Repair Specialist	21.55
05370 - Tire Repairer	15.52
05400 - Transmission Repair Specialist	23.16
07000 - Food Preparation And Service Occupations	
07010 - Baker	12.40
07041 - Cook I	14.07
07042 - Cook II	16.00
07070 - Dishwasher	10.09
07130 - Food Service Worker	11.05
07210 - Meat Cutter	15.71
07260 - Waiter/Waitress	10.68
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	19.94
09040 - Furniture Handler	14.32
09080 - Furniture Refinisher	19.94
09090 - Furniture Refinisher Helper	16.57
09110 - Furniture Repairer, Minor	18.49
09130 - Upholsterer	19.94
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	12.96
11060 - Elevator Operator	12.96

11090 - Gardener	17.18
11122 - Housekeeping Aide	12.96
11150 - Janitor	12.96
11210 - Laborer, Grounds Maintenance	13.92
11240 - Maid or Houseman	11.42
11260 - Pruner	13.45
11270 - Tractor Operator	15.12
11330 - Trail Maintenance Worker	13.92
11360 - Window Cleaner	14.20
12000 - Health Occupations	
12010 - Ambulance Driver	18.34
12011 - Breath Alcohol Technician	22.19
12012 - Certified Occupational Therapist Assistant	31.23
12015 - Certified Physical Therapist Assistant	32.56
12020 - Dental Assistant	19.60
12025 - Dental Hygienist	44.04
12030 - EKG Technician	30.14
12035 - Electroneurodiagnostic Technologist	30.14
12040 - Emergency Medical Technician	18.34
12071 - Licensed Practical Nurse I	20.96
12072 - Licensed Practical Nurse II	23.46
12073 - Licensed Practical Nurse III	26.15
12100 - Medical Assistant	17.21
12130 - Medical Laboratory Technician	21.24
12160 - Medical Record Clerk	18.00
12190 - Medical Record Technician	20.01
12195 - Medical Transcriptionist	22.72
12210 - Nuclear Medicine Technologist	41.02

12221 - Nursing Assistant I	11.77
12222 - Nursing Assistant II	13.23
12223 - Nursing Assistant III	14.44
12224 - Nursing Assistant IV	16.20
12235 - Optical Dispenser	21.24
12236 - Optical Technician	18.18
12250 - Pharmacy Technician	17.41
12280 - Phlebotomist	17.35
12305 - Radiologic Technologist	34.30
12311 - Registered Nurse I	29.75
12312 - Registered Nurse II	35.92
12313 - Registered Nurse II, Specialist	35.92
12314 - Registered Nurse III	42.67
12315 - Registered Nurse III, Anesthetist	42.67
12316 - Registered Nurse IV	51.14
12317 - Scheduler (Drug and Alcohol Testing)	27.01
12320 - Substance Abuse Treatment Counselor	18.62
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	20.91
13012 - Exhibits Specialist II	25.91
13013 - Exhibits Specialist III	31.68
13041 - Illustrator I	21.12
13042 - Illustrator II	26.16
13043 - Illustrator III	32.00
13047 - Librarian	32.43
13050 - Library Aide/Clerk	14.76
13054 - Library Information Technology Systems Administrator	29.27

13058 - Library Technician	20.85
13061 - Media Specialist I	21.12
13062 - Media Specialist II	23.64
13063 - Media Specialist III	26.35
13071 - Photographer I	16.33
13072 - Photographer II	18.44
13073 - Photographer III	22.63
13074 - Photographer IV	27.68
13075 - Photographer V	33.49
13090 - Technical Order Library Clerk	18.54
13110 - Video Teleconference Technician	17.71
14000 - Information Technology Occupations	
14041 - Computer Operator I	17.02
14042 - Computer Operator II	19.04
14043 - Computer Operator III	21.22
14044 - Computer Operator IV	23.58
14045 - Computer Operator V	26.11
14071 - Computer Programmer I	(see 1)
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	17.02
14160 - Personal Computer Support Technician	23.58
14170 - System Support Specialist	33.91
15000 - Instructional Occupations	

15010 - Aircrew Training Devices Instructor (Non-Rated)	30.57
15020 - Aircrew Training Devices Instructor (Rated)	36.98
15030 - Air Crew Training Devices Instructor (Pilot)	44.32
15050 - Computer Based Training Specialist / Instructor	30.57
15060 - Educational Technologist	34.95
15070 - Flight Instructor (Pilot)	44.32
15080 - Graphic Artist	23.93
15085 - Maintenance Test Pilot, Fixed, Jet/Prop	44.32
15086 - Maintenance Test Pilot, Rotary Wing	44.32
15088 - Non-Maintenance Test/Co-Pilot	44.32
15090 - Technical Instructor	27.52
15095 - Technical Instructor/Course Developer	33.68
15110 - Test Proctor	22.23
15120 - Tutor	22.23
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations	
16010 - Assembler	10.99
16030 - Counter Attendant	10.99
16040 - Dry Cleaner	13.51
16070 - Finisher, Flatwork, Machine	10.99
16090 - Presser, Hand	10.99
16110 - Presser, Machine, Drycleaning	10.99
16130 - Presser, Machine, Shirts	10.99
16160 - Presser, Machine, Wearing Apparel, Laundry	10.99
16190 - Sewing Machine Operator	14.38
16220 - Tailor	15.21
16250 - Washer, Machine	11.78
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	21.93

19040 - Tool And Die Maker	25.80
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	18.88
21030 - Material Coordinator	24.21
21040 - Material Expediter	24.21
21050 - Material Handling Laborer	13.07
21071 - Order Filler	15.33
21080 - Production Line Worker (Food Processing)	18.88
21110 - Shipping Packer	15.63
21130 - Shipping/Receiving Clerk	15.63
21140 - Store Worker I	13.30
21150 - Stock Clerk	17.47
21210 - Tools And Parts Attendant	18.88
21410 - Warehouse Specialist	18.88
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	31.08
23019 - Aircraft Logs and Records Technician	25.05
23021 - Aircraft Mechanic I	29.93
23022 - Aircraft Mechanic II	31.08
23023 - Aircraft Mechanic III	32.18
23040 - Aircraft Mechanic Helper	21.85
23050 - Aircraft, Painter	27.18
23060 - Aircraft Servicer	25.05
23070 - Aircraft Survival Flight Equipment Technician	27.18
23080 - Aircraft Worker	26.48
23091 - Aircrew Life Support Equipment (ALSE) Mechanic I	26.48
23092 - Aircrew Life Support Equipment (ALSE) Mechanic	29.93

## II

23110 - Appliance Mechanic	22.73
23120 - Bicycle Repairer	17.07
23125 - Cable Splicer	31.58
23130 - Carpenter, Maintenance	23.75
23140 - Carpet Layer	18.15
23160 - Electrician, Maintenance	27.92
23181 - Electronics Technician Maintenance I	26.81
23182 - Electronics Technician Maintenance II	28.45
23183 - Electronics Technician Maintenance III	30.07
23260 - Fabric Worker	24.32
23290 - Fire Alarm System Mechanic	23.50
23310 - Fire Extinguisher Repairer	22.78
23311 - Fuel Distribution System Mechanic	33.48
23312 - Fuel Distribution System Operator	25.84
23370 - General Maintenance Worker	19.20
23380 - Ground Support Equipment Mechanic	29.93
23381 - Ground Support Equipment Servicer	25.05
23382 - Ground Support Equipment Worker	26.48
23391 - Gunsmith I	22.78
23392 - Gunsmith II	25.90
23393 - Gunsmith III	29.05
23410 - Heating, Ventilation And Air-Conditioning Mechanic	27.57
23411 - Heating, Ventilation And Air Contidioning Mechanic (Research Facility)	28.63
23430 - Heavy Equipment Mechanic	28.70
23440 - Heavy Equipment Operator	29.77

23460 - Instrument Mechanic	28.24
23465 - Laboratory/Shelter Mechanic	27.49
23470 - Laborer	12.27
23510 - Locksmith	23.06
23530 - Machinery Maintenance Mechanic	27.13
23550 - Machinist, Maintenance	22.95
23580 - Maintenance Trades Helper	16.57
23591 - Metrology Technician I	28.24
23592 - Metrology Technician II	29.32
23593 - Metrology Technician III	30.36
23640 - Millwright	30.05
23710 - Office Appliance Repairer	21.74
23760 - Painter, Maintenance	21.93
23790 - Pipefitter, Maintenance	26.19
23810 - Plumber, Maintenance	24.77
23820 - Pneudraulic Systems Mechanic	29.05
23850 - Rigger	25.38
23870 - Scale Mechanic	25.44
23890 - Sheet-Metal Worker, Maintenance	27.63
23910 - Small Engine Mechanic	21.12
23931 - Telecommunications Mechanic I	28.77
23932 - Telecommunications Mechanic II	29.86
23950 - Telephone Lineman	31.59
23960 - Welder, Combination, Maintenance	23.95
23965 - Well Driller	28.10
23970 - Woodcraft Worker	29.05
23980 - Woodworker	22.51
24000 - Personal Needs Occupations	

24550 - Case Manager	17.12
24570 - Child Care Attendant	12.23
24580 - Child Care Center Clerk	19.94
24610 - Chore Aide	11.06
24620 - Family Readiness And Support Services Coordinator	17.12
24630 - Homemaker	20.77
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	32.69
25040 - Sewage Plant Operator	30.37
25070 - Stationary Engineer	32.69
25190 - Ventilation Equipment Tender	23.86
25210 - Water Treatment Plant Operator	30.37
27000 - Protective Service Occupations	
27004 - Alarm Monitor	27.39
27007 - Baggage Inspector	13.86
27008 - Corrections Officer	33.83
27010 - Court Security Officer	31.56
27030 - Detection Dog Handler	23.51
27040 - Detention Officer	33.83
27070 - Firefighter	29.28
27101 - Guard I	13.86
27102 - Guard II	23.51
27131 - Police Officer I	35.47
27132 - Police Officer II	39.41
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	15.20
28042 - Carnival Equipment Repairer	16.19

28043 - Carnival Worker	10.89
28210 - Gate Attendant/Gate Tender	15.62
28310 - Lifeguard	14.88
28350 - Park Attendant (Aide)	17.38
28510 - Recreation Aide/Health Facility Attendant	12.67
28515 - Recreation Specialist	21.52
28630 - Sports Official	13.84
28690 - Swimming Pool Operator	17.11
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	28.99
29020 - Hatch Tender	28.99
29030 - Line Handler	28.99
29041 - Stevedore I	27.21
29042 - Stevedore II	30.76
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	41.40
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	28.55
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	31.45
30021 - Archeological Technician I	20.59
30022 - Archeological Technician II	22.84
30023 - Archeological Technician III	28.30
30030 - Cartographic Technician	28.30
30040 - Civil Engineering Technician	28.48
30051 - Cryogenic Technician I	28.51
30052 - Cryogenic Technician II	31.49
30061 - Drafter/CAD Operator I	20.42
30062 - Drafter/CAD Operator II	22.84
30063 - Drafter/CAD Operator III	25.47

30064 - Drafter/CAD Operator IV	31.34
30081 - Engineering Technician I	18.88
30082 - Engineering Technician II	21.19
30083 - Engineering Technician III	23.70
30084 - Engineering Technician IV	29.36
30085 - Engineering Technician V	35.91
30086 - Engineering Technician VI	43.45
30090 - Environmental Technician	22.65
30095 - Evidence Control Specialist	25.73
30210 - Laboratory Technician	23.32
30221 - Latent Fingerprint Technician I	28.53
30222 - Latent Fingerprint Technician II	31.52
30240 - Mathematical Technician	27.79
30361 - Paralegal/Legal Assistant I	21.71
30362 - Paralegal/Legal Assistant II	26.91
30363 - Paralegal/Legal Assistant III	32.91
30364 - Paralegal/Legal Assistant IV	39.82
30375 - Petroleum Supply Specialist	31.49
30390 - Photo-Optics Technician	28.30
30395 - Radiation Control Technician	31.49
30461 - Technical Writer I	26.28
30462 - Technical Writer II	32.16
30463 - Technical Writer III	38.90
30491 - Unexploded Ordnance (UXO) Technician I	26.32
30492 - Unexploded Ordnance (UXO) Technician II	31.84
30493 - Unexploded Ordnance (UXO) Technician III	38.16
30494 - Unexploded (UXO) Safety Escort	26.32
30495 - Unexploded (UXO) Sweep Personnel	26.32

30501 - Weather Forecaster I	28.51	
30502 - Weather Forecaster II	34.67	
30620 - Weather Observer, Combined Upper Air Or	(see 2)	25.47
Surface Programs		
30621 - Weather Observer, Senior	(see 2)	28.30
31000 - Transportation/Mobile Equipment Operation Occupations		
31010 - Airplane Pilot	31.84	
31020 - Bus Aide	14.37	
31030 - Bus Driver	17.56	
31043 - Driver Courier	13.59	
31260 - Parking and Lot Attendant	11.08	
31290 - Shuttle Bus Driver	14.66	
31310 - Taxi Driver	12.33	
31361 - Truckdriver, Light	14.66	
31362 - Truckdriver, Medium	18.11	
31363 - Truckdriver, Heavy	20.85	
31364 - Truckdriver, Tractor-Trailer	20.85	
99000 - Miscellaneous Occupations		
99020 - Cabin Safety Specialist	15.52	
99030 - Cashier	12.02	
99050 - Desk Clerk	12.64	
99095 - Embalmer	23.74	
99130 - Flight Follower	26.32	
99251 - Laboratory Animal Caretaker I	15.26	
99252 - Laboratory Animal Caretaker II	16.01	
99260 - Marketing Analyst	30.03	
99310 - Mortician	24.43	
99410 - Pest Controller	15.69	

99510 - Photofinishing Worker	18.19
99710 - Recycling Laborer	21.82
99711 - Recycling Specialist	26.51
99730 - Refuse Collector	20.88
99810 - Sales Clerk	13.18
99820 - School Crossing Guard	13.85
99830 - Survey Party Chief	30.43
99831 - Surveying Aide	19.88
99832 - Surveying Technician	27.67
99840 - Vending Machine Attendant	14.19
99841 - Vending Machine Repairer	16.89
99842 - Vending Machine Repairer Helper	14.09

---

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\*

\*This rate is to be used only when compensating employees for performance on an SCA-covered contract also covered by EO 13706, Establishing Paid Sick Leave for Federal Contractors. A contractor may not receive credit toward its SCA obligations for any paid sick leave provided pursuant to EO 13706.

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

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

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

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

## SECTION E - SOLICITATION PROVISIONS

### E.1 52.212-1 INSTRUCTIONS TO OFFERORS—COMMERCIAL ITEMS (JAN 2017)

(a) *North American Industry Classification System (NAICS) code and small business size standard.* The NAICS code and small business size standard for this acquisition appear in Block 10 of the solicitation cover sheet (SF 1449). However, the small business size standard for a concern which submits an offer in its own name, but which proposes to furnish an item which it did not itself manufacture, is 500 employees.

(b) *Submission of offers.* Submit signed and dated offers to the office specified in this solicitation at or before the exact time specified in this solicitation. Offers may be submitted on the SF 1449, letterhead stationery, or as otherwise specified in the solicitation. As a minimum, offers must show—

- (1) The solicitation number;
- (2) The time specified in the solicitation for receipt of offers;
- (3) The name, address, and telephone number of the offeror;
- (4) A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary;
- (5) Terms of any express warranty;
- (6) Price and any discount terms;
- (7) "Remit to" address, if different than mailing address;
- (8) A completed copy of the representations and certifications at FAR 52.212-3 (see FAR 52.212-3(b) for those representations and certifications that the offeror shall complete electronically);
- (9) Acknowledgment of Solicitation Amendments;
- (10) Past performance information, when included as an evaluation factor, to include recent and relevant contracts and other references (including contract numbers, points of contact with telephone numbers and other relevant information); and
- (11) If the offer is not submitted on the SF 1449, include a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. Offers that fail to furnish required representations or information, or reject the terms and conditions of the solicitation may be excluded from consideration.

(c) *Period for acceptance of offers.* The offeror agrees to hold the prices in its offer firm for one-hundred and twenty (120) calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.

(d) *Product samples.* When required by the solicitation, product samples shall be submitted at or prior to the time specified for receipt of offers. Unless otherwise specified in this solicitation, these samples shall be submitted at no expense to the Government, and returned at the sender's request and expense, unless they are destroyed during preaward testing.

(e) *Multiple offers.* Offerors are encouraged to submit multiple offers presenting alternative terms and conditions, including alternative line items (provided that the alternative line items are consistent with subpart 4.10 of the Federal Acquisition Regulation), or alternative commercial items for satisfying the requirements of this solicitation. Each offer submitted will be evaluated separately.

(f) Late submissions, modifications, revisions, and withdrawals of offers.

(1) Offerors are responsible for submitting offers, and any modifications, revisions, or withdrawals, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that offers or revisions are due.

(2)(i) Any offer, modification, revision, or withdrawal of an offer received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and—

(A) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of offers; or

(B) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

(C) If this solicitation is a request for proposals, it was the only proposal received.

(ii) However, a late modification of an otherwise successful offer, that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(3) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the offer wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(4) If an emergency or unanticipated event interrupts normal Government processes so that offers cannot be received at the Government office designated for receipt of offers by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(5) Offers may be withdrawn by written notice received at any time before the exact time set for receipt of offers. Oral offers in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for receipt of offers, subject to the conditions specified in the solicitation concerning facsimile

offers. An offer may be withdrawn in person by an offeror or its authorized representative if, before the exact time set for receipt of offers, the identity of the person requesting withdrawal is established and the person signs a receipt for the offer.

(g) *Contract award (not applicable to Invitation for Bids)*. The Government intends to evaluate offers and award a contract without discussions with offerors. Therefore, the offeror's initial offer should contain the offeror's best terms from a price and technical standpoint. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary. The Government may reject any or all offers if such action is in the public interest; accept other than the lowest offer; and waive informalities and minor irregularities in offers received.

(h) *Multiple awards*. The Government may accept any item or group of items of an offer, unless the offeror qualifies the offer by specific limitations. Unless otherwise provided in the Schedule, offers may not be submitted for quantities less than those specified. The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit prices offered, unless the offeror specifies otherwise in the offer.

(i) Availability of requirements documents cited in the solicitation.

(1)(i) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, and copies of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained for a fee by submitting a request to—

GSA Federal Supply Service Specifications Section

Suite 8100 470 East L'Enfant Plaza, SW

Washington, DC 20407

Telephone (202) 619-8925

Facsimile (202) 619-8978.

(ii) If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this solicitation, a single copy of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained free of charge by submitting a request to the addressee in paragraph (i)(1)(i) of this provision. Additional copies will be issued for a fee.

(2) Most unclassified Defense specifications and standards may be downloaded from the following ASSIST websites:

(i) ASSIST (<https://assist.dla.mil/online/start/>);

(ii) Quick Search (<http://quicksearch.dla.mil/>);

(iii) ASSISTdocs.com (<http://assistdocs.com>).

(3) Documents not available from ASSIST may be ordered from the Department of Defense Single Stock Point (DoDSSP) by?

(i) Using the ASSIST Shopping Wizard (<https://assist.dla.mil/wizard/index.cfm>);

(ii) Phoning the DoDSSP Customer Service Desk (215) 697-2179, Mon-Fri, 0730 to 1600 EST; or

(iii) Ordering from DoDSSP, Building 4, Section D, 700 Robbins Avenue, Philadelphia, PA 19111-5094, Telephone (215) 697-2667/2179, Facsimile (215) 697-1462.

(4) Nongovernment (voluntary) standards must be obtained from the organization responsible for their preparation, publication, or maintenance.

(j) *Unique entity identifier.* (Applies to all offers exceeding \$10,000, and offers of \$10,000 or less if the solicitation requires the Contractor to be registered in the System for Award Management (SAM) database.) The Offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation “Unique Entity Identifier” followed by the unique entity identifier that identifies the Offeror’s name and address. The Offeror also shall enter its Electronic Funds Transfer (EFT) indicator, if applicable. The EFT indicator is a four-character suffix to the unique entity identifier. The suffix is assigned at the discretion of the Offeror to establish additional SAM records for identifying alternative EFT accounts (see subpart 32.11) for the same entity. If the Offeror does not have a unique entity identifier, it should contact the entity designated at [www.sam.gov](http://www.sam.gov) for unique entity identifier establishment directly to obtain one. The Offeror should indicate that it is an offeror for a Government contract when contacting the entity designated at [www.sam.gov](http://www.sam.gov) for establishing the unique entity identifier.

(k) *System for Award Management.* Unless exempted by an addendum to this solicitation, by submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the SAM database prior to award, during performance and through final payment of any contract resulting from this solicitation. If the Offeror does not become registered in the SAM database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror. Offerors may obtain information on registration and annual confirmation requirements via the SAM database accessed through <https://www.acquisition.gov>.

(l) *Debriefing.* If a post-award debriefing is given to requesting offerors, the Government shall disclose the following information, if applicable:

- (1) The agency's evaluation of the significant weak or deficient factors in the debriefed offeror's offer.
- (2) The overall evaluated cost or price and technical rating of the successful and the debriefed offeror and past performance information on the debriefed offeror.
- (3) The overall ranking of all offerors, when any ranking was developed by the agency during source selection.
- (4) A summary of the rationale for award;
- (5) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.
- (6) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

(End of Provision)

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:

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

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

**1. GENERAL INSTRUCTIONS FOR PROPOSAL SUBMISSIONS**

- a. Period of Acceptance of Offers. The Offeror agrees to hold prices in its offer firm for a period of one hundred and twenty (120) calendar days from the date specified for the receipt of offers.
- b. Requirements for Proposal Submittal (Factors 1, 2 and 3).
  - i. Offerors proposals are to be submitted **via email only** to [Robert.Roulusonis@va.gov](mailto:Robert.Roulusonis@va.gov) not later than June 18, 2018, at 4 pm PDT.
  - ii. Offerors shall include a table of contents and ensure that each factor is separated within the proposal by tab or section such that the proposal can easily be separated by factor.
- c. Past Performance. In addition to the information in paragraph “2c” below, the Government reserves the right to obtain past performance information from any available source and may contact customers other than those identified by the Offeror when evaluating past performance.
- d. Requirements for Price Proposals. Offerors shall complete the Schedule of Service and Price in section B.4.
- e. Certification as a Service Disabled Veteran Owned Small Business. Offerors shall include a copy of their Veterans Information Page Verification as a SDVOSB.
- f. Contractors shall review the OIG List of Excluded Individuals/Entities on the OIG web site at [www.hhs.gov/oig](http://www.hhs.gov/oig) to ensure that the proposed Radiology Staff are not listed.

**2. Response to Evaluation Factors.** Contractors shall respond to the factors as follows.

a. **Factor 1 – Technical and Management Approach.** This factor will be used to assess an Offeror’s ability to successfully recruit and retain Radiology Staff to perform on this contract. For this factor, Offerors shall provide:

- a1. a concise, narrative description of:

(1) the recruitment and sourcing strategy that will be used to ensure sufficient personnel are available to meet the contract requirements.

(2) the company’s retention strategy and how it will be used to ensure the retention of staff approved to work on this contract.

a2. biographical summaries of the company's key personnel, including President/Chief Executive, Recruitment Manager, Finance Executive, Credentialing Manager, Quality Assurance Manager, and Contract/Accounts Manager and how the experience of these personnel will be used in the performance of the contract.

b. **Factor 2 – Available work pool for each modality.** This factor will be used to assess the Offeror's ability to have credentialed staff available to report on station as requested in accordance to the time requirements of B.5, Section 4, of this RFP. For this factor, Offerors shall provide:

(1) a concise, narrative description of the contractor's strategy to keep each modality available so as to respond to requirements within the requisite 2 hours.

(2) the number of qualified candidates who will be able to report within 2 hours of the requested need for each modality. (On-call status is an exception where contract staff shall be able to report within 30 minutes of contact.)

c. **Past Performance.** This factor will be used to assess an Offeror's history of successful performance on prior contracts.

For this factor:

(1) Offerors shall provide two (2) references for performance on prior contracts. Contracts listed may include those entered into with the Federal Government, State or local agencies, or commercial customers.

(2) Offerors shall provide a description of any material legal proceedings against the Contractor by a Federal or state regulatory agency that might impact a contract for these services.

(3) The Government reserves the right to obtain past performance information from any available source and may contact customers other than those identified by the Offeror when evaluating past performance.

(4) Offerors without relevant past performance or for whom information is not available will not be evaluated favorably OR unfavorably on past performance.

d. **Factor 4 – Price.** This factor shall be used to assess the fairness and reasonableness of the offerors price proposal. For this factor, Offerors shall submit their Price using the SCHEDULE OF SERVICES AND PRICE from section B of the RFQ. The price proposal shall be specific, complete in every detail, and separate from the technical proposal. Each line item for each Option-Year listed in the Schedule must be completed.

(End of Addendum to 52.212-1)

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

**1. Basis for Award.** The Government will award an IDIQ contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors shall be used to evaluate offers.

Factors 1, 2 and 3 are each **equally important** and, when combined, are significantly more important than factor 4. Therefore, the Government may award to other than the lowest priced Offeror.

## **2. Evaluation Factors.**

**Factor 1 - Technical and Management Approach.** This factor will be used to assess the Offeror's ability to successfully recruit and retain Radiology Staff to perform on this contract.

**Factor 2 – Available work pool for each modality.** This factor will be used to assess the Offeror's ability to have credentialed staff available to report on station as requested in accordance to the time requirements of B.5, Section 4, of this RFP.

**Factor 3 - Past Performance.** This factor will be used to assess an offeror's history of successful performance on prior contracts for the same or similar services.

**Factor 4 – Price.** This factor will be used to assess the fairness and reasonableness of the offeror's proposed pricing.

(1) Options. The Government will consider offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s).

### **E.3 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).

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

---

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

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

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

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

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

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

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

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

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

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

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

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

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

(2) Foreign End Products:

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

*[List as necessary]*

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

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

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

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

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

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

*[List as necessary]*

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

Other Foreign End Products:

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

*[List as necessary]*

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

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

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

Canadian End Products:

Line Item No.

---

---

---

*[List as necessary]*

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

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

Canadian or Israeli End Products:

Line Item No.	Country of Origin
---------------	-------------------

_____	_____
_____	_____
_____	_____

*[List as necessary]*

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

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

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

Line Item No.	Country of Origin
---------------	-------------------

_____	_____
_____	_____

\_\_\_\_\_

[List as necessary]

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

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

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

Other End Products:

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

[List as necessary]

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

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

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

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

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

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

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

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

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

(ii) *Examples.*

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

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

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

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

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

(1) *Listed end products.*

Listed End Product      Listed Countries of Origin

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

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

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

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

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

(2)  Outside the United States.

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

(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.

(1) *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 (1)(3) through (1)(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)

#### **E.4 52.203-98 PROHIBITION ON CONTRACTING WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS— REPRESENTATION (DEVIATION) (FEB 2015)**

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

contactors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

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

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

(End of Provision)

## **E.5 52.204-16 COMMERCIAL AND GOVERNMENT ENTITY CODE REPORTING (JUL 2016)**

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

*Commercial and Government Entity (CAGE) code* means—

(1) An identifier assigned to entities located in the United States or its outlying areas by the Defense Logistics Agency (DLA) Commercial and Government Entity (CAGE) Branch to identify a commercial or government entity; or

(2) An identifier assigned by a member of the North Atlantic Treaty Organization (NATO) or by the NATO Support and Procurement Agency (NSPA) to entities located outside the United States and its outlying areas that the DLA Commercial and Government Entity (CAGE) Branch records and maintains in the CAGE master file. This type of code is known as a NATO CAGE (NCAGE) code.

(b) The Offeror shall enter its CAGE code in its offer with its name and address or otherwise include it prominently in its proposal. The CAGE code entered must be for that name and address. Enter “CAGE” before the number. The CAGE code is required prior to award.

(c) CAGE codes may be obtained via—

(1) Registration in the System for Award Management (SAM) at [www.sam.gov](http://www.sam.gov). If the Offeror is located in the United States or its outlying areas and does not already have a CAGE code assigned, the DLA Commercial and Government Entity (CAGE) Branch will assign a CAGE code as a part of the SAM registration process. SAM registrants located outside the United States and its outlying areas shall obtain a NCAGE code prior to registration in SAM (see paragraph (c)(3) of this provision).

(2) The DLA Commercial and Government Entity (CAGE) Branch. If registration in SAM is not required for the subject procurement, and the offeror does not otherwise register in SAM, an offeror located in the United States or its outlying areas may request that a CAGE code be assigned by submitting a request at <https://cage.dla.mil>.

(3) The appropriate country codification bureau. Entities located outside the United States and its outlying areas may obtain an NCAGE code by contacting the Codification Bureau in the foreign entity's

country if that country is a member of NATO or a sponsored nation. NCAGE codes may be obtained from the NSPA at <https://eportal.nspa.nato.int/AC135Public/scage/CageList.aspx> if the foreign entity's country is not a member of NATO or a sponsored nation. Points of contact for codification bureaus, as well as additional information on obtaining NCAGE codes, are available at <http://www.nato.int/structur/AC/135/main/links/contacts.htm>.

(d) Additional guidance for establishing and maintaining CAGE codes is available at <https://cage.dla.mil>.

(e) When a CAGE Code is required for the immediate owner and/or the highest-level owner by 52.204-17 or 52.212-3(p), the Offeror shall obtain the respective CAGE Code from that entity to supply the CAGE Code to the Government.

(f) Do not delay submission of the offer pending receipt of a CAGE code.

(End of Provision)

## **E.6 52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS (JUL 2013)**

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

"Administrative proceeding" means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative Proceedings, Civilian Board of Contract Appeals Proceedings, and Armed Services Board of Contract Appeals Proceedings). This includes administrative proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include agency actions such as contract audits, site visits, corrective plans, or inspection of deliverables.

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

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

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

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

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

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

(i) In a criminal proceeding, a conviction.

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

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

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

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

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

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

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

(End of Provision)

## **E.7 52.216-1 TYPE OF CONTRACT (APR 1984)**

The Government contemplates award of a Firm Fixed Priced, Indefinite Delivery Indefinite Quantity (IDIQ) contract resulting from this solicitation.

(End of Provision)

## **E.8 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:

Hand-Carried Address:

Department of Veterans Affairs  
Network Contracting Office 22  
4811 Airport Plaza Drive, Suite 600  
Long Beach CA 90815

## Mailing Address:

Department of Veterans Affairs  
 Network Contracting Office 22  
 4811 Airport Plaza Drive, Suite 600  
 Long Beach CA 90815

(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.9 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)**

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

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

(End of Provision)

<u>FAR Number</u>	<u>Title</u>	<u>Date</u>
52.222-56	CERTIFICATION REGARDING TRAFFICKING IN PERSONS COMPLIANCE PLAN (End of Addendum to 52.212-1)	MAR 2015

### **E.10 VAAR 852.209-70 ORGANIZATIONAL CONFLICTS OF INTEREST (JAN 2008)**

(a) It is in the best interest of the Government to avoid situations which might create an organizational conflict of interest or where the offeror's performance of work under the contract may provide the Contractor with an unfair competitive advantage. The term "organizational conflict of interest" means that because of other activities or relationships with other persons, a person is unable to render impartial assistance or advice to the Government, or the person's objectivity in performing the contract work is or might be otherwise impaired, or the person has an unfair competitive advantage.

(b) The offeror shall provide a statement with its offer which describes, in a concise manner, all relevant facts concerning any past, present, or currently planned interest (financial, contractual, organizational, or otherwise) or actual or potential organizational conflicts of interest relating to the services to be provided under this solicitation. The offeror shall also provide statements with its offer containing the same

information for any consultants and subcontractors identified in its proposal and which will provide services under the solicitation. The offeror may also provide relevant facts that show how its organizational and/or management system or other actions would avoid or mitigate any actual or potential organizational conflicts of interest.

(c) Based on this information and any other information solicited or obtained by the contracting officer, the contracting officer may determine that an organizational conflict of interest exists which would warrant disqualifying the Contractor for award of the contract unless the organizational conflict of interest can be mitigated to the contracting officer's satisfaction by negotiating terms and conditions of the contract to that effect. If the conflict of interest cannot be mitigated and if the contracting officer finds that it is in the best interest of the United States to award the contract, the contracting officer shall request a waiver in accordance with FAR 9.503 and 48 CFR 809.503.

(d) Nondisclosure or misrepresentation of actual or potential organizational conflicts of interest at the time of the offer, or arising as a result of a modification to the contract, may result in the termination of the contract at no expense to the Government.

(End of Provision)

## **E.11 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.

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

<b><u>FAR</u></b>	<b><u>Title</u></b>	<b><u>Date</u></b>
<b><u>Number</u></b> 852.237-70	CONTRACTOR RESPONSIBILITIES	APR 1984

(End of Provision)

**E.12 852.273-70 NONDISCRIMINATION IN SERVICES PROVIDED TO BENEFICIARIES (JAN 2008)**

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

(End of Provision)