

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES
OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30

1. REQUISITION NO. To be provided on awarded Task Order(s)
 PAGE 1 OF 111

2. CONTRACT NO. 3. AWARD/EFFECTIVE DATE 4. ORDER NO. 5. SOLICITATION NUMBER 6. SOLICITATION ISSUE DATE
 36C26322Q0733 11-28-2022

7. FOR SOLICITATION INFORMATION CALL: a. NAME Angela Stewart b. TELEPHONE NO. (No Collect Calls) 605-336-3230 x7804 8. OFFER DUE DATE/LOCAL TIME 12-06-2022 10:00am CST

9. ISSUED BY CODE Department of Veterans Affairs NETWORK 23 CONTRACTING OFFICE 2501 W. 22nd St. Sioux Falls SD 57105
 10. THIS ACQUISITION IS UNRESTRICTED OR SET ASIDE: 100 % FOR:
 SMALL BUSINESS WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM NAICS: 541380
 HUBZONE SMALL BUSINESS EDWOSB SIZE STANDARD: \$16.5 Million
 VETERAN-OWNED SMALL BUSINESS 8(A)

11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED SEE SCHEDULE 12. DISCOUNT TERMS 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) 13b. RATING N/A 14. METHOD OF SOLICITATION RFQ IFB RFP

15. DELIVER TO CODE Department of Veterans Affairs 380 West Anchor Drive Dakota Dunes, SD 57049 2501 West 22nd Street Sioux Falls SD 57105
 16. ADMINISTERED BY CODE Department of Veterans Affairs NETWORK 23 CONTRACTING OFFICE 2501 W. 22nd St. Sioux Falls SD 57105

17a. CONTRACTOR/OFFEROR CODE FACILITY CODE 18a. PAYMENT WILL BE MADE BY CODE
 Department of Veterans Affairs Financial Services Center via the Tungsten Network reference VAAR 852.232-72
 PHONE: FAX:
 TELEPHONE NO. UEI: EFT:

17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER 18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED SEE ADDENDUM

19. ITEM NO.	20. See CONTINUATION Page SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	Diagnostic Medical Physics Services at the Sioux VA Health Care System in Sioux Falls and Dakota Dunes, South Dakota Period of Performance: 01/01/2023 to 12/31/2023 plus four 1- year options to be exercised at the VA's discretion This solicitation will result in a single award indefinite delivery indefinite quantity contract. Offerors are responsible for the correct SCA Wage and Determination classification of workers and compliance with all wage and hour laws. Offerors must have an active SAM.gov registration upon submission of a quote and award. This procurement is a total VOSB set-aside. Offerors must complete and return section C.11 below or the offer will be considered non-responsive and not eligible for award. (Use Reverse and/or Attach Additional Sheets as Necessary)				

25. ACCOUNTING AND APPROPRIATION DATA See CONTINUATION Page To be provided on awarded Task Order(s) 26. TOTAL AWARD AMOUNT (For Govt. Use Only)

27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA ARE ARE NOT ATTACHED.
 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA ARE ARE NOT ATTACHED

28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN one COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED 29. AWARD OF CONTRACT: REF. OFFER DATED YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN IS ACCEPTED AS TO ITEMS:

30a. SIGNATURE OF OFFEROR/CONTRACTOR 31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)
 30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT) 30c. DATE SIGNED 31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) Angela Stewart VA-VHA-RPOC-2022-19642 31c. DATE SIGNED

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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 Information

Company Name and Address:

SAM Unique Entity ID Number:

Contact Person(s) Name:

Contact Person(s) Email:

Contact Person(s) Telephone:

- b) Government Information

Angela Stewart
Contracting Officer
Department of Veterans Affairs
Network Contracting Office 23 (NCO 23)
2501 W. 22nd Street
Sioux Falls, South Dakota 57105

2. **CONTRACT REMITTANCE ADDRESS:** All payments by the Government to the contractor will be made in accordance with FAR 52.232-33, Payment by Electronic Funds Transfer – System for Award Management, and VAAR 852.232-72, Electronic Submission of Payment Requests.
3. **INVOICES:** Invoices shall be submitted in arrears. Submission will be monthly for the previous month of the period of performance and no later than 15 calendar days after the close of the period of performance being invoiced for. Invoices shall be based on the applicable fixed rates for services provided to VA as in accordance with the contract terms and conditions. The VA Technical Representative (VATR) will review all invoices submitted. Invoices shall be submitted for only those services received and deemed acceptable by VA.
4. **GOVERNMENT INVOICE ADDRESS:** All invoices shall be submitted by the contractor via the Tungsten Network (previously OB10) electronic invoicing system. Refer to the Tungsten Network website at <http://www.tungsten-network.com/us/en/veterans-affairs->

[us/](#) for additional information for system registration, user guides, and help desk contacts.

5. **ACKNOWLEDGEMENT OF AMENDMENTS:** The offeror acknowledges receipt of Amendments to the Solicitation numbered and dated as follows:

Amendment	Date

6. **Government Employee Ownership:** The Contractor shall indicate if it is owned or controlled by a Government employee.
- Yes, the offering firm is owned or controlled by a Government employee.**
7. **Security Requirements:** The Contractor shall comply with all VA privacy and security requirements, including Handbook 6500.6. The VATR shall coordinate with the Contractor to ensure such requirements are met. This requirement is applicable to all subcontractor personnel requiring access.
8. **Documenting Performance:** The VA may document contract performance. Any report may become a part of the supporting documentation for any contractual action and preparing annual past performance using the Contractor Performance Assessment Reporting System (CPARS) at <https://www.cpars.gov>. In the event the CO issues a Contract Deficiency Report (CDR), the Contractor shall acknowledge receipt of the CDR in writing within one (1) business day of receipt and provide a response with a corrective action plan to the CDR within one (1) week of receipt.

B.2 PRICE/COST SCHEDULE

The indefinite delivery indefinite quantity (IDIQ) contract guaranteed minimum amount is \$5,000.00 for the lifetime of the contract. The minimum guaranteed amount will be awarded at the time of the contract award via the initial task order for services.

The IDIQ contract maximum ceiling is \$500,000.00 for the lifetime of the contract.

Quantities listed in the Price/Cost Schedule are estimates only and are not guaranteed to be ordered. Actual quantities on the task order(s) can be less than or greater than the estimated quantities listed based on the Sioux Falls VA Health Care System's requirements and needs.

Only warranted Contracting Officers from the Department of Veterans Affairs Network Contracting Office 23 may issue task order(s) against the IDIQ contract.

ITEM INFORMATION

ITEM NUMBER	DESCRIPTION OF SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	Nuclear Medicine Department camera physics testing Contract Period: Base POP Begin: 01-01-2023 POP End: 12-31-2023 PRINCIPAL NAICS CODE: 541380 - Testing Laboratories and Services PRODUCT/SERVICE CODE: H165 - Quality Control - Medical, Dental, and Veterinary Equipment and Supplies	2.00	EA		
0002	Evaluation and testing of thyroid uptake and counting system Contract Period: Base POP Begin: 01-01-2023 POP End: 12-31-2023 PRINCIPAL NAICS CODE: 541380 - Testing Laboratories and Services PRODUCT/SERVICE CODE: H165 - Quality Control - Medical, Dental, and Veterinary Equipment and Supplies	1.00	EA		
0003	Leak testing of sealed sources Contract Period: Base POP Begin: 01-01-2023 POP End: 12-31-2023 PRINCIPAL NAICS CODE: 541380 - Testing Laboratories and Services PRODUCT/SERVICE CODE: H165 - Quality Control - Medical, Dental, and Veterinary Equipment and Supplies	4.00	EA		
0004	Wipe Sampling and survey meter measurements in Nuclear Medicine Contract Period: Base POP Begin: 01-01-2023 POP End: 12-31-2023	4.00	EA		

ITEM NUMBER	DESCRIPTION OF SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	PRINCIPAL NAICS CODE: 541380 - Testing Laboratories and Services PRODUCT/SERVICE CODE: H165 - Quality Control - Medical, Dental, and Veterinary Equipment and Supplies				
0005	Review of Nuclear Medicine daily reports and floods Contract Period: Base POP Begin: 01-01-2023 POP End: 12-31-2023 PRINCIPAL NAICS CODE: 541380 - Testing Laboratories and Services PRODUCT/SERVICE CODE: H165 - Quality Control - Medical, Dental, and Veterinary Equipment and Supplies	4.00	EA		
0006	Submission of Nuclear Medicine summary report of findings and recommendations Contract Period: Base POP Begin: 01-01-2023 POP End: 12-31-2023 PRINCIPAL NAICS CODE: 541380 - Testing Laboratories and Services PRODUCT/SERVICE CODE: H165 - Quality Control - Medical, Dental, and Veterinary Equipment and Supplies	4.00	EA		
0007	Validate nuclear medicine's dose calibrator/well QC Contract Period: Base POP Begin: 01-01-2023 POP End: 12-31-2023 PRINCIPAL NAICS CODE: 541380 - Testing Laboratories and Services PRODUCT/SERVICE CODE: H165 - Quality Control - Medical, Dental, and Veterinary Equipment and Supplies	2.00	EA		
0008	Review of nuclear medicine doses Contract Period: Base POP Begin: 01-01-2023 POP End: 12-31-2023 PRINCIPAL NAICS CODE: 541380 - Testing Laboratories and Services PRODUCT/SERVICE CODE: H165 - Quality Control - Medical, Dental, and Veterinary Equipment and Supplies	4.00	EA		
0009	Imaging Services protocol review (All modalities) Contract Period: Base POP Begin: 01-01-2023 POP End: 12-31-2023 PRINCIPAL NAICS CODE: 541380 - Testing Laboratories and Services PRODUCT/SERVICE CODE: H165 - Quality Control - Medical, Dental, and Veterinary Equipment and Supplies	4.00	EA		

ITEM NUMBER	DESCRIPTION OF SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0010	Review of Research Department daily reports and quality control Contract Period: Base POP Begin: 01-01-2023 POP End: 12-31-2023 PRINCIPAL NAICS CODE: 541380 - Testing Laboratories and Services PRODUCT/SERVICE CODE: H165 - Quality Control - Medical, Dental, and Veterinary Equipment and Supplies	1.00	EA		
0011	Radiographic and Fluoroscopy physics testing Contract Period: Base POP Begin: 01-01-2023 POP End: 12-31-2023 PRINCIPAL NAICS CODE: 541380 - Testing Laboratories and Services PRODUCT/SERVICE CODE: H165 - Quality Control - Medical, Dental, and Veterinary Equipment and Supplies	7.00	EA		
0012	Fluoroscopy Credentialing Training/Review Contract Period: Base POP Begin: 01-01-2023 POP End: 12-31-2023 PRINCIPAL NAICS CODE: 541380 - Testing Laboratories and Services PRODUCT/SERVICE CODE: H165 - Quality Control - Medical, Dental, and Veterinary Equipment and Supplies	1.00	EA		
0013	Periodic review of Fluoroscopy Doses Contract Period: Base POP Begin: 01-01-2023 POP End: 12-31-2023 PRINCIPAL NAICS CODE: 541380 - Testing Laboratories and Services PRODUCT/SERVICE CODE: H165 - Quality Control - Medical, Dental, and Veterinary Equipment and Supplies	4.00	EA		
0014	CT units annual radiation protection survey and dose calculation Contract Period: Base POP Begin: 01-01-2023 POP End: 12-31-2023 PRINCIPAL NAICS CODE: 541380 - Testing Laboratories and Services PRODUCT/SERVICE CODE: H165 - Quality Control - Medical, Dental, and Veterinary Equipment and Supplies	2.00	EA		
0015	Review and report of CT optimization program and quality assurance program Contract Period: Base POP Begin: 01-01-2023 POP End: 12-31-2023	1.00	EA		

ITEM NUMBER	DESCRIPTION OF SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	PRINCIPAL NAICS CODE: 541380 - Testing Laboratories and Services PRODUCT/SERVICE CODE: H165 - Quality Control - Medical, Dental, and Veterinary Equipment and Supplies				
0016	Periodic review of CT Doses Contract Period: Base POP Begin: 01-01-2023 POP End: 12-31-2023 PRINCIPAL NAICS CODE: 541380 - Testing Laboratories and Services PRODUCT/SERVICE CODE: H165 - Quality Control - Medical, Dental, and Veterinary Equipment and Supplies	4.00	EA		
0017	MRI annual inspection survey Contract Period: Base POP Begin: 01-01-2023 POP End: 12-31-2023 PRINCIPAL NAICS CODE: 541380 - Testing Laboratories and Services PRODUCT/SERVICE CODE: H165 - Quality Control - Medical, Dental, and Veterinary Equipment and Supplies	1.00	EA		
0018	Ultrasound annual inspection survey Contract Period: Base POP Begin: 01-01-2023 POP End: 12-31-2023 PRINCIPAL NAICS CODE: 541380 - Testing Laboratories and Services PRODUCT/SERVICE CODE: H165 - Quality Control - Medical, Dental, and Veterinary Equipment and Supplies	3.00	EA		
0019	Computed Radiography (CR) and Digital Radiographic (DR) Annual Radiation protection surveys Contract Period: Base POP Begin: 01-01-2023 POP End: 12-31-2023 PRINCIPAL NAICS CODE: 541380 - Testing Laboratories and Services PRODUCT/SERVICE CODE: H165 - Quality Control - Medical, Dental, and Veterinary Equipment and Supplies	6.00	EA		
0020	Dental Services annual radiation protection surveys and dose calculation Contract Period: Base POP Begin: 01-01-2023 POP End: 12-31-2023 PRINCIPAL NAICS CODE: 541380 - Testing Laboratories and Services PRODUCT/SERVICE CODE: H165 - Quality Control - Medical, Dental, and Veterinary Equipment and Supplies	7.00	EA		

ITEM NUMBER	DESCRIPTION OF SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0021	Dental Services Training and Procedures Contract Period: Base POP Begin: 01-01-2023 POP End: 12-31-2023 PRINCIPAL NAICS CODE: 541380 - Testing Laboratories and Services PRODUCT/SERVICE CODE: H165 - Quality Control - Medical, Dental, and Veterinary Equipment and Supplies	1.00	EA		
0022	Radiation Safety Committee Member Contract Period: Base POP Begin: 01-01-2023 POP End: 12-31-2023 PRINCIPAL NAICS CODE: 541380 - Testing Laboratories and Services PRODUCT/SERVICE CODE: H165 - Quality Control - Medical, Dental, and Veterinary Equipment and Supplies	4.00	EA		
0023	Annual display monitor inspection Contract Period: Base POP Begin: 01-01-2023 POP End: 12-31-2023 PRINCIPAL NAICS CODE: 541380 - Testing Laboratories and Services PRODUCT/SERVICE CODE: H165 - Quality Control - Medical, Dental, and Veterinary Equipment and Supplies	1.00	EA		
0024	Review of imaging services QA Programs Contract Period: Base POP Begin: 01-01-2023 POP End: 12-31-2023 PRINCIPAL NAICS CODE: 541380 - Testing Laboratories and Services PRODUCT/SERVICE CODE: H165 - Quality Control - Medical, Dental, and Veterinary Equipment and Supplies	4.00	EA		
0025	Full inspection of new and repaired imaging services equipment Contract Period: Base POP Begin: 01-01-2023 POP End: 12-31-2023 PRINCIPAL NAICS CODE: 541380 - Testing Laboratories and Services PRODUCT/SERVICE CODE: H165 - Quality Control - Medical, Dental, and Veterinary Equipment and Supplies	15.00	EA		
0026	Conduct structural shielding design and calculation reports Contract Period: Base POP Begin: 01-01-2023	4.00	EA		

ITEM NUMBER	DESCRIPTION OF SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	POP End: 12-31-2023 PRINCIPAL NAICS CODE: 541380 - Testing Laboratories and Services PRODUCT/SERVICE CODE: H165 - Quality Control - Medical, Dental, and Veterinary Equipment and Supplies				
0027	Conduct radiation protection surveys to verify shielding adequacy Contract Period: Base POP Begin: 01-01-2023 POP End: 12-31-2023 PRINCIPAL NAICS CODE: 541380 - Testing Laboratories and Services PRODUCT/SERVICE CODE: H165 - Quality Control - Medical, Dental, and Veterinary Equipment and Supplies	1.00	EA		
0028	Be available for any accreditation inspections Contract Period: Base POP Begin: 01-01-2023 POP End: 12-31-2023 PRINCIPAL NAICS CODE: 541380 - Testing Laboratories and Services PRODUCT/SERVICE CODE: H165 - Quality Control - Medical, Dental, and Veterinary Equipment and Supplies	4.00	EA		
0029	Dosimetry review for programs involving ionizing radiation Contract Period: Base POP Begin: 01-01-2023 POP End: 12-31-2023 PRINCIPAL NAICS CODE: 541380 - Testing Laboratories and Services PRODUCT/SERVICE CODE: H165 - Quality Control - Medical, Dental, and Veterinary Equipment and Supplies	1.00	EA		
0030	Bone Density Annual Radiation protection survey and calculate doses Contract Period: Base POP Begin: 01-01-2023 POP End: 12-31-2023 PRINCIPAL NAICS CODE: 541380 - Testing Laboratories and Services PRODUCT/SERVICE CODE: H165 - Quality Control - Medical, Dental, and Veterinary Equipment and Supplies	1.00	EA		
0031	Review and report on scattered radiation test for DEXA and quality assurance program Contract Period: Base POP Begin: 01-01-2023 POP End: 12-31-2023 PRINCIPAL NAICS CODE: 541380 - Testing Laboratories and Services PRODUCT/SERVICE CODE: H165 - Quality Control - Medical,	1.00	EA		

ITEM NUMBER	DESCRIPTION OF SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	Dental, and Veterinary Equipment and Supplies				
0032	Consultation for additional services, as needed. Correspondence via email or phone shall not be considered consultation services. Contract Period: Base POP Begin: 01-01-2023 POP End: 12-31-2023 PRINCIPAL NAICS CODE: 541380 - Testing Laboratories and Services PRODUCT/SERVICE CODE: H165 - Quality Control - Medical, Dental, and Veterinary Equipment and Supplies	1.00	HR		
1001	Nuclear Medicine Department camera physics testing Contract Period: Option 1 POP Begin: 01-01-2024 POP End: 12-31-2024 PRINCIPAL NAICS CODE: 541380 - Testing Laboratories and Services PRODUCT/SERVICE CODE: H165 - Quality Control - Medical, Dental, and Veterinary Equipment and Supplies	2.00	EA		
1002	Evaluation and testing of thyroid uptake and counting system Contract Period: Option 1 POP Begin: 01-01-2024 POP End: 12-31-2024 PRINCIPAL NAICS CODE: 541380 - Testing Laboratories and Services PRODUCT/SERVICE CODE: H165 - Quality Control - Medical, Dental, and Veterinary Equipment and Supplies	1.00	EA		
1003	Leak testing of sealed sources Contract Period: Option 1 POP Begin: 01-01-2024 POP End: 12-31-2024 PRINCIPAL NAICS CODE: 541380 - Testing Laboratories and Services PRODUCT/SERVICE CODE: H165 - Quality Control - Medical, Dental, and Veterinary Equipment and Supplies	4.00	EA		
1004	Wipe Sampling and survey meter measurements in Nuclear Medicine Contract Period: Option 1 POP Begin: 01-01-2024 POP End: 12-31-2024 PRINCIPAL NAICS CODE: 541380 - Testing Laboratories and Services PRODUCT/SERVICE CODE: H165 - Quality Control - Medical, Dental, and Veterinary Equipment and Supplies	4.00	EA		
1005	Review of Nuclear Medicine daily reports and floods	4.00	EA		

ITEM NUMBER	DESCRIPTION OF SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	Contract Period: Option 1 POP Begin: 01-01-2024 POP End: 12-31-2024 PRINCIPAL NAICS CODE: 541380 - Testing Laboratories and Services PRODUCT/SERVICE CODE: H165 - Quality Control - Medical, Dental, and Veterinary Equipment and Supplies				
1006	Submission of Nuclear Medicine summary report of findings and recommendations Contract Period: Option 1 POP Begin: 01-01-2024 POP End: 12-31-2024 PRINCIPAL NAICS CODE: 541380 - Testing Laboratories and Services PRODUCT/SERVICE CODE: H165 - Quality Control - Medical, Dental, and Veterinary Equipment and Supplies	4.00	EA		
1007	Validate nuclear medicine's dose calibrator/well QC Contract Period: Option 1 POP Begin: 01-01-2024 POP End: 12-31-2024 PRINCIPAL NAICS CODE: 541380 - Testing Laboratories and Services PRODUCT/SERVICE CODE: H165 - Quality Control - Medical, Dental, and Veterinary Equipment and Supplies	2.00	EA		
1008	Review of nuclear medicine doses Contract Period: Option 1 POP Begin: 01-01-2024 POP End: 12-31-2024 PRINCIPAL NAICS CODE: 541380 - Testing Laboratories and Services PRODUCT/SERVICE CODE: H165 - Quality Control - Medical, Dental, and Veterinary Equipment and Supplies	4.00	EA		
1009	Imaging Services protocol review (All modalities) Contract Period: Option 1 POP Begin: 01-01-2024 POP End: 12-31-2024 PRINCIPAL NAICS CODE: 541380 - Testing Laboratories and Services PRODUCT/SERVICE CODE: H165 - Quality Control - Medical, Dental, and Veterinary Equipment and Supplies	4.00	EA		
1010	Review of Research Department daily reports and quality control Contract Period: Option 1 POP Begin: 01-01-2024 POP End: 12-31-2024 PRINCIPAL NAICS CODE: 541380 - Testing Laboratories and	1.00	EA		

ITEM NUMBER	DESCRIPTION OF SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	Services PRODUCT/SERVICE CODE: H165 - Quality Control - Medical, Dental, and Veterinary Equipment and Supplies				
1011	Radiographic and Fluoroscopy physics testing Contract Period: Option 1 POP Begin: 01-01-2024 POP End: 12-31-2024 PRINCIPAL NAICS CODE: 541380 - Testing Laboratories and Services PRODUCT/SERVICE CODE: H165 - Quality Control - Medical, Dental, and Veterinary Equipment and Supplies	7.00	EA		
1012	Fluoroscopy Credentialing Training/Review Contract Period: Option 1 POP Begin: 01-01-2024 POP End: 12-31-2024 PRINCIPAL NAICS CODE: 541380 - Testing Laboratories and Services PRODUCT/SERVICE CODE: H165 - Quality Control - Medical, Dental, and Veterinary Equipment and Supplies	1.00	EA		
1013	Periodic review of Fluoroscopy Doses Contract Period: Option 1 POP Begin: 01-01-2024 POP End: 12-31-2024 PRINCIPAL NAICS CODE: 541380 - Testing Laboratories and Services PRODUCT/SERVICE CODE: H165 - Quality Control - Medical, Dental, and Veterinary Equipment and Supplies	4.00	EA		
1014	CT units annual radiation protection survey and dose calculation Contract Period: Option 1 POP Begin: 01-01-2024 POP End: 12-31-2024 PRINCIPAL NAICS CODE: 541380 - Testing Laboratories and Services PRODUCT/SERVICE CODE: H165 - Quality Control - Medical, Dental, and Veterinary Equipment and Supplies	2.00	EA		
1015	Review and report of CT optimization program and quality assurance program Contract Period: Option 1 POP Begin: 01-01-2024 POP End: 12-31-2024 PRINCIPAL NAICS CODE: 541380 - Testing Laboratories and Services PRODUCT/SERVICE CODE: H165 - Quality Control - Medical, Dental, and Veterinary Equipment and Supplies	1.00	EA		
1016	Periodic review of CT Doses	4.00	EA		

ITEM NUMBER	DESCRIPTION OF SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	Contract Period: Option 1 POP Begin: 01-01-2024 POP End: 12-31-2024 PRINCIPAL NAICS CODE: 541380 - Testing Laboratories and Services PRODUCT/SERVICE CODE: H165 - Quality Control - Medical, Dental, and Veterinary Equipment and Supplies				
1017	MRI annual inspection survey Contract Period: Option 1 POP Begin: 01-01-2024 POP End: 12-31-2024 PRINCIPAL NAICS CODE: 541380 - Testing Laboratories and Services PRODUCT/SERVICE CODE: H165 - Quality Control - Medical, Dental, and Veterinary Equipment and Supplies	1.00	EA		
1018	Ultrasound annual inspection survey Contract Period: Option 1 POP Begin: 01-01-2024 POP End: 12-31-2024 PRINCIPAL NAICS CODE: 541380 - Testing Laboratories and Services PRODUCT/SERVICE CODE: H165 - Quality Control - Medical, Dental, and Veterinary Equipment and Supplies	3.00	EA		
1019	Computed Radiography (CR) and Digital Radiographic (DR) Annual Radiation protection surveys Contract Period: Option 1 POP Begin: 01-01-2024 POP End: 12-31-2024 PRINCIPAL NAICS CODE: 541380 - Testing Laboratories and Services PRODUCT/SERVICE CODE: H165 - Quality Control - Medical, Dental, and Veterinary Equipment and Supplies	6.00	EA		
1020	Dental Services annual radiation protection surveys and dose calculation Contract Period: Option 1 POP Begin: 01-01-2024 POP End: 12-31-2024 PRINCIPAL NAICS CODE: 541380 - Testing Laboratories and Services PRODUCT/SERVICE CODE: H165 - Quality Control - Medical, Dental, and Veterinary Equipment and Supplies	7.00	EA		
1021	Dental Services Training and Procedures Contract Period: Option 1 POP Begin: 01-01-2024 POP End: 12-31-2024 PRINCIPAL NAICS CODE: 541380 - Testing Laboratories and	1.00	EA		

ITEM NUMBER	DESCRIPTION OF SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	Services PRODUCT/SERVICE CODE: H165 - Quality Control - Medical, Dental, and Veterinary Equipment and Supplies				
1022	Radiation Safety Committee Member Contract Period: Option 1 POP Begin: 01-01-2024 POP End: 12-31-2024 PRINCIPAL NAICS CODE: 541380 - Testing Laboratories and Services PRODUCT/SERVICE CODE: H165 - Quality Control - Medical, Dental, and Veterinary Equipment and Supplies	4.00	EA		
1023	Annual display monitor inspection Contract Period: Option 1 POP Begin: 01-01-2024 POP End: 12-31-2024 PRINCIPAL NAICS CODE: 541380 - Testing Laboratories and Services PRODUCT/SERVICE CODE: H165 - Quality Control - Medical, Dental, and Veterinary Equipment and Supplies	1.00	EA		
1024	Review of imaging services QA Programs Contract Period: Option 1 POP Begin: 01-01-2024 POP End: 12-31-2024 PRINCIPAL NAICS CODE: 541380 - Testing Laboratories and Services PRODUCT/SERVICE CODE: H165 - Quality Control - Medical, Dental, and Veterinary Equipment and Supplies	4.00	EA		
1025	Full inspection of new and repaired imaging services equipment Contract Period: Option 1 POP Begin: 01-01-2024 POP End: 12-31-2024 PRINCIPAL NAICS CODE: 541380 - Testing Laboratories and Services PRODUCT/SERVICE CODE: H165 - Quality Control - Medical, Dental, and Veterinary Equipment and Supplies	15.00	EA		
1026	Conduct structural shielding design and calculation reports Contract Period: Option 1 POP Begin: 01-01-2024 POP End: 12-31-2024 PRINCIPAL NAICS CODE: 541380 - Testing Laboratories and Services PRODUCT/SERVICE CODE: H165 - Quality Control - Medical, Dental, and Veterinary Equipment and Supplies	4.00	EA		
1027	Conduct radiation protection surveys to verify shielding adequacy	1.00	EA		

ITEM NUMBER	DESCRIPTION OF SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	Contract Period: Option 1 POP Begin: 01-01-2024 POP End: 12-31-2024 PRINCIPAL NAICS CODE: 541380 - Testing Laboratories and Services PRODUCT/SERVICE CODE: H165 - Quality Control - Medical, Dental, and Veterinary Equipment and Supplies				
1028	Present for any accreditation inspections Contract Period: Option 1 POP Begin: 01-01-2024 POP End: 12-31-2024 PRINCIPAL NAICS CODE: 541380 - Testing Laboratories and Services PRODUCT/SERVICE CODE: H165 - Quality Control - Medical, Dental, and Veterinary Equipment and Supplies	4.00	EA		
1029	Dosimetry review for programs involving ionizing radiation Contract Period: Option 1 POP Begin: 01-01-2024 POP End: 12-31-2024 PRINCIPAL NAICS CODE: 541380 - Testing Laboratories and Services PRODUCT/SERVICE CODE: H165 - Quality Control - Medical, Dental, and Veterinary Equipment and Supplies	1.00	EA		
1030	Bone Density Annual Radiation protection survey and calculate doses Contract Period: Option 1 POP Begin: 01-01-2024 POP End: 12-31-2024 PRINCIPAL NAICS CODE: 541380 - Testing Laboratories and Services PRODUCT/SERVICE CODE: H165 - Quality Control - Medical, Dental, and Veterinary Equipment and Supplies	1.00	EA		
1031	Review and report on scattered radiation test for DEXA and quality assurance program Contract Period: Option 1 POP Begin: 01-01-2024 POP End: 12-31-2024 PRINCIPAL NAICS CODE: 541380 - Testing Laboratories and Services PRODUCT/SERVICE CODE: H165 - Quality Control - Medical, Dental, and Veterinary Equipment and Supplies	1.00	EA		
1032	Consultation for additional services, as needed. Correspondence via email or phone shall not be considered consultation services. Contract Period: Option 1 POP Begin: 01-01-2024 POP End: 12-31-2024	1.00	HR		

ITEM NUMBER	DESCRIPTION OF SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	PRINCIPAL NAICS CODE: 541380 - Testing Laboratories and Services PRODUCT/SERVICE CODE: H165 - Quality Control - Medical, Dental, and Veterinary Equipment and Supplies				
2001	Nuclear Medicine Department camera physics testing Contract Period: Option 2 POP Begin: 01-01-2025 POP End: 12-31-2025 PRINCIPAL NAICS CODE: 541380 - Testing Laboratories and Services PRODUCT/SERVICE CODE: H165 - Quality Control - Medical, Dental, and Veterinary Equipment and Supplies	2.00	EA		
2002	Evaluation and testing of thyroid uptake and counting system Contract Period: Option 2 POP Begin: 01-01-2025 POP End: 12-31-2025 PRINCIPAL NAICS CODE: 541380 - Testing Laboratories and Services PRODUCT/SERVICE CODE: H165 - Quality Control - Medical, Dental, and Veterinary Equipment and Supplies	1.00	EA		
2003	Leak testing of sealed sources Contract Period: Option 2 POP Begin: 01-01-2025 POP End: 12-31-2025 PRINCIPAL NAICS CODE: 541380 - Testing Laboratories and Services PRODUCT/SERVICE CODE: H165 - Quality Control - Medical, Dental, and Veterinary Equipment and Supplies	4.00	EA		
2004	Wipe Sampling and survey meter measurements in Nuclear Medicine Contract Period: Option 2 POP Begin: 01-01-2025 POP End: 12-31-2025 PRINCIPAL NAICS CODE: 541380 - Testing Laboratories and Services PRODUCT/SERVICE CODE: H165 - Quality Control - Medical, Dental, and Veterinary Equipment and Supplies	4.00	EA		
2005	Review of Nuclear Medicine daily reports and floods Contract Period: Option 2 POP Begin: 01-01-2025 POP End: 12-31-2025 PRINCIPAL NAICS CODE: 541380 - Testing Laboratories and Services PRODUCT/SERVICE CODE: H165 - Quality Control - Medical, Dental, and Veterinary Equipment and Supplies	4.00	EA		

ITEM NUMBER	DESCRIPTION OF SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2006	Submission of Nuclear Medicine summary report of findings and recommendations Contract Period: Option 2 POP Begin: 01-01-2025 POP End: 12-31-2025 PRINCIPAL NAICS CODE: 541380 - Testing Laboratories and Services PRODUCT/SERVICE CODE: H165 - Quality Control - Medical, Dental, and Veterinary Equipment and Supplies	4.00	EA		
2007	Validate nuclear medicine's dose calibrator/well QC Contract Period: Option 2 POP Begin: 01-01-2025 POP End: 12-31-2025 PRINCIPAL NAICS CODE: 541380 - Testing Laboratories and Services PRODUCT/SERVICE CODE: H165 - Quality Control - Medical, Dental, and Veterinary Equipment and Supplies	2.00	EA		
2008	Review of nuclear medicine doses Contract Period: Option 2 POP Begin: 01-01-2025 POP End: 12-31-2025 PRINCIPAL NAICS CODE: 541380 - Testing Laboratories and Services PRODUCT/SERVICE CODE: H165 - Quality Control - Medical, Dental, and Veterinary Equipment and Supplies	4.00	EA		
2009	Imaging Services protocol review (All modalities) Contract Period: Option 2 POP Begin: 01-01-2025 POP End: 12-31-2025 PRINCIPAL NAICS CODE: 541380 - Testing Laboratories and Services PRODUCT/SERVICE CODE: H165 - Quality Control - Medical, Dental, and Veterinary Equipment and Supplies	4.00	EA		
2010	Review of Research Department daily reports and quality control Contract Period: Option 2 POP Begin: 01-01-2025 POP End: 12-31-2025 PRINCIPAL NAICS CODE: 541380 - Testing Laboratories and Services PRODUCT/SERVICE CODE: H165 - Quality Control - Medical, Dental, and Veterinary Equipment and Supplies	1.00	EA		
2011	Radiographic and Fluoroscopy physics testing Contract Period: Option 2 POP Begin: 01-01-2025 POP End: 12-31-2025	7.00	EA		

ITEM NUMBER	DESCRIPTION OF SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	PRINCIPAL NAICS CODE: 541380 - Testing Laboratories and Services PRODUCT/SERVICE CODE: H165 - Quality Control - Medical, Dental, and Veterinary Equipment and Supplies				
2012	Fluoroscopy Credentialing Training/Review Contract Period: Option 2 POP Begin: 01-01-2025 POP End: 12-31-2025 PRINCIPAL NAICS CODE: 541380 - Testing Laboratories and Services PRODUCT/SERVICE CODE: H165 - Quality Control - Medical, Dental, and Veterinary Equipment and Supplies	1.00	EA		
2013	Periodic review of Fluoroscopy Doses Contract Period: Option 2 POP Begin: 01-01-2025 POP End: 12-31-2025 PRINCIPAL NAICS CODE: 541380 - Testing Laboratories and Services PRODUCT/SERVICE CODE: H165 - Quality Control - Medical, Dental, and Veterinary Equipment and Supplies	4.00	EA		
2014	CT units annual radiation protection survey and dose calculation Contract Period: Option 2 POP Begin: 01-01-2025 POP End: 12-31-2025 PRINCIPAL NAICS CODE: 541380 - Testing Laboratories and Services PRODUCT/SERVICE CODE: H165 - Quality Control - Medical, Dental, and Veterinary Equipment and Supplies	2.00	EA		
2015	Review and report of CT optimization program and quality assurance program Contract Period: Option 2 POP Begin: 01-01-2025 POP End: 12-31-2025 PRINCIPAL NAICS CODE: 541380 - Testing Laboratories and Services PRODUCT/SERVICE CODE: H165 - Quality Control - Medical, Dental, and Veterinary Equipment and Supplies	1.00	EA		
2016	Periodic review of CT Doses Contract Period: Option 2 POP Begin: 01-01-2025 POP End: 12-31-2025 PRINCIPAL NAICS CODE: 541380 - Testing Laboratories and Services PRODUCT/SERVICE CODE: H165 - Quality Control - Medical, Dental, and Veterinary Equipment and Supplies	4.00	EA		

ITEM NUMBER	DESCRIPTION OF SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2017	MRI annual inspection survey Contract Period: Option 2 POP Begin: 01-01-2025 POP End: 12-31-2025 PRINCIPAL NAICS CODE: 541380 - Testing Laboratories and Services PRODUCT/SERVICE CODE: H165 - Quality Control - Medical, Dental, and Veterinary Equipment and Supplies	1.00	EA		
2018	Ultrasound annual inspection survey Contract Period: Option 2 POP Begin: 01-01-2025 POP End: 12-31-2025 PRINCIPAL NAICS CODE: 541380 - Testing Laboratories and Services PRODUCT/SERVICE CODE: H165 - Quality Control - Medical, Dental, and Veterinary Equipment and Supplies	3.00	EA		
2019	Computed Radiography (CR) and Digital Radiographic (DR) Annual Radiation protection surveys Contract Period: Option 2 POP Begin: 01-01-2025 POP End: 12-31-2025 PRINCIPAL NAICS CODE: 541380 - Testing Laboratories and Services PRODUCT/SERVICE CODE: H165 - Quality Control - Medical, Dental, and Veterinary Equipment and Supplies	6.00	EA		
2020	Dental Services annual radiation protection surveys and dose calculation Contract Period: Option 2 POP Begin: 01-01-2025 POP End: 12-31-2025 PRINCIPAL NAICS CODE: 541380 - Testing Laboratories and Services PRODUCT/SERVICE CODE: H165 - Quality Control - Medical, Dental, and Veterinary Equipment and Supplies	7.00	EA		
2021	Dental Services Training and Procedures Contract Period: Option 2 POP Begin: 01-01-2025 POP End: 12-31-2025 PRINCIPAL NAICS CODE: 541380 - Testing Laboratories and Services PRODUCT/SERVICE CODE: H165 - Quality Control - Medical, Dental, and Veterinary Equipment and Supplies	1.00	EA		
2022	Radiation Safety Committee Member Contract Period: Option 2	4.00	EA		

ITEM NUMBER	DESCRIPTION OF SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	POP Begin: 01-01-2025 POP End: 12-31-2025 PRINCIPAL NAICS CODE: 541380 - Testing Laboratories and Services PRODUCT/SERVICE CODE: H165 - Quality Control - Medical, Dental, and Veterinary Equipment and Supplies				
2023	Annual display monitor inspection Contract Period: Option 2 POP Begin: 01-01-2025 POP End: 12-31-2025 PRINCIPAL NAICS CODE: 541380 - Testing Laboratories and Services PRODUCT/SERVICE CODE: H165 - Quality Control - Medical, Dental, and Veterinary Equipment and Supplies	1.00	EA		
2024	Review of imaging services QA Programs Contract Period: Option 2 POP Begin: 01-01-2025 POP End: 12-31-2025 PRINCIPAL NAICS CODE: 541380 - Testing Laboratories and Services PRODUCT/SERVICE CODE: H165 - Quality Control - Medical, Dental, and Veterinary Equipment and Supplies	4.00	EA		
2025	Full inspection of new and repaired imaging services equipment Contract Period: Option 2 POP Begin: 01-01-2025 POP End: 12-31-2025 PRINCIPAL NAICS CODE: 541380 - Testing Laboratories and Services PRODUCT/SERVICE CODE: H165 - Quality Control - Medical, Dental, and Veterinary Equipment and Supplies	15.00	EA		
2026	Conduct structural shielding design and calculation reports Contract Period: Option 2 POP Begin: 01-01-2025 POP End: 12-31-2025 PRINCIPAL NAICS CODE: 541380 - Testing Laboratories and Services PRODUCT/SERVICE CODE: H165 - Quality Control - Medical, Dental, and Veterinary Equipment and Supplies	4.00	EA		
2027	Conduct radiation protection surveys to verify shielding adequacy Contract Period: Option 2 POP Begin: 01-01-2025 POP End: 12-31-2025 PRINCIPAL NAICS CODE: 541380 - Testing Laboratories and Services PRODUCT/SERVICE CODE: H165 - Quality Control - Medical, Dental, and Veterinary Equipment and Supplies	1.00	EA		

ITEM NUMBER	DESCRIPTION OF SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2028	Present for any accreditation inspections Contract Period: Option 2 POP Begin: 01-01-2025 POP End: 12-31-2025 PRINCIPAL NAICS CODE: 541380 - Testing Laboratories and Services PRODUCT/SERVICE CODE: H165 - Quality Control - Medical, Dental, and Veterinary Equipment and Supplies	4.00	EA		
2029	Dosimetry review for programs involving ionizing radiation Contract Period: Option 2 POP Begin: 01-01-2025 POP End: 12-31-2025 PRINCIPAL NAICS CODE: 541380 - Testing Laboratories and Services PRODUCT/SERVICE CODE: H165 - Quality Control - Medical, Dental, and Veterinary Equipment and Supplies	1.00	EA		
2030	Bone Density Annual Radiation protection survey and calculate doses Contract Period: Option 2 POP Begin: 01-01-2025 POP End: 12-31-2025 PRINCIPAL NAICS CODE: 541380 - Testing Laboratories and Services PRODUCT/SERVICE CODE: H165 - Quality Control - Medical, Dental, and Veterinary Equipment and Supplies	1.00	EA		
2031	Review and report on scattered radiation test for DEXA and quality assurance program Contract Period: Option 2 POP Begin: 01-01-2025 POP End: 12-31-2025 PRINCIPAL NAICS CODE: 541380 - Testing Laboratories and Services PRODUCT/SERVICE CODE: H165 - Quality Control - Medical, Dental, and Veterinary Equipment and Supplies	1.00	EA		
2032	Consultation for additional services, as needed. Correspondence via email or phone shall not be considered consultation services. Contract Period: Option 2 POP Begin: 01-01-2025 POP End: 12-31-2025 PRINCIPAL NAICS CODE: 541380 - Testing Laboratories and Services PRODUCT/SERVICE CODE: H165 - Quality Control - Medical, Dental, and Veterinary Equipment and Supplies	1.00	HR		
3001	Nuclear Medicine Department camera physics testing	2.00	EA		

ITEM NUMBER	DESCRIPTION OF SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	Contract Period: Option 3 POP Begin: 01-01-2026 POP End: 12-31-2026 PRINCIPAL NAICS CODE: 541380 - Testing Laboratories and Services PRODUCT/SERVICE CODE: H165 - Quality Control - Medical, Dental, and Veterinary Equipment and Supplies				
3002	Evaluation and testing of thyroid uptake and counting system Contract Period: Option 3 POP Begin: 01-01-2026 POP End: 12-31-2026 PRINCIPAL NAICS CODE: 541380 - Testing Laboratories and Services PRODUCT/SERVICE CODE: H165 - Quality Control - Medical, Dental, and Veterinary Equipment and Supplies	1.00	EA		
3003	Leak testing of sealed sources Contract Period: Option 3 POP Begin: 01-01-2026 POP End: 12-31-2026 PRINCIPAL NAICS CODE: 541380 - Testing Laboratories and Services PRODUCT/SERVICE CODE: H165 - Quality Control - Medical, Dental, and Veterinary Equipment and Supplies	4.00	EA		
3004	Wipe Sampling and survey meter measurements in Nuclear Medicine Contract Period: Option 3 POP Begin: 01-01-2026 POP End: 12-31-2026 PRINCIPAL NAICS CODE: 541380 - Testing Laboratories and Services PRODUCT/SERVICE CODE: H165 - Quality Control - Medical, Dental, and Veterinary Equipment and Supplies	4.00	EA		
3005	Review of Nuclear Medicine daily reports and floods Contract Period: Option 3 POP Begin: 01-01-2026 POP End: 12-31-2026 PRINCIPAL NAICS CODE: 541380 - Testing Laboratories and Services PRODUCT/SERVICE CODE: H165 - Quality Control - Medical, Dental, and Veterinary Equipment and Supplies	4.00	EA		
3006	Submission of Nuclear Medicine summary report of findings and recommendations Contract Period: Option 3 POP Begin: 01-01-2026 POP End: 12-31-2026	4.00	EA		

ITEM NUMBER	DESCRIPTION OF SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	PRINCIPAL NAICS CODE: 541380 - Testing Laboratories and Services PRODUCT/SERVICE CODE: H165 - Quality Control - Medical, Dental, and Veterinary Equipment and Supplies				
3007	Validate nuclear medicine's dose calibrator/well QC Contract Period: Option 3 POP Begin: 01-01-2026 POP End: 12-31-2026 PRINCIPAL NAICS CODE: 541380 - Testing Laboratories and Services PRODUCT/SERVICE CODE: H165 - Quality Control - Medical, Dental, and Veterinary Equipment and Supplies	2.00	EA		
3008	Review of nuclear medicine doses Contract Period: Option 3 POP Begin: 01-01-2026 POP End: 12-31-2026 PRINCIPAL NAICS CODE: 541380 - Testing Laboratories and Services PRODUCT/SERVICE CODE: H165 - Quality Control - Medical, Dental, and Veterinary Equipment and Supplies	4.00	EA		
3009	Imaging Services protocol review (All modalities) Contract Period: Option 3 POP Begin: 01-01-2026 POP End: 12-31-2026 PRINCIPAL NAICS CODE: 541380 - Testing Laboratories and Services PRODUCT/SERVICE CODE: H165 - Quality Control - Medical, Dental, and Veterinary Equipment and Supplies	4.00	EA		
3010	Review of Research Department daily reports and quality control Contract Period: Option 3 POP Begin: 01-01-2026 POP End: 12-31-2026 PRINCIPAL NAICS CODE: 541380 - Testing Laboratories and Services PRODUCT/SERVICE CODE: H165 - Quality Control - Medical, Dental, and Veterinary Equipment and Supplies	1.00	EA		
3011	Radiographic and Fluoroscopy physics testing Contract Period: Option 3 POP Begin: 01-01-2026 POP End: 12-31-2026 PRINCIPAL NAICS CODE: 541380 - Testing Laboratories and Services PRODUCT/SERVICE CODE: H165 - Quality Control - Medical, Dental, and Veterinary Equipment and Supplies	7.00	EA		

ITEM NUMBER	DESCRIPTION OF SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3012	Fluoroscopy Credentialing Training/Review Contract Period: Option 3 POP Begin: 01-01-2026 POP End: 12-31-2026 PRINCIPAL NAICS CODE: 541380 - Testing Laboratories and Services PRODUCT/SERVICE CODE: H165 - Quality Control - Medical, Dental, and Veterinary Equipment and Supplies	1.00	EA		
3013	Periodic review of Fluoroscopy Doses Contract Period: Option 3 POP Begin: 01-01-2026 POP End: 12-31-2026 PRINCIPAL NAICS CODE: 541380 - Testing Laboratories and Services PRODUCT/SERVICE CODE: H165 - Quality Control - Medical, Dental, and Veterinary Equipment and Supplies	4.00	EA		
3014	CT units annual radiation protection survey and dose calculation Contract Period: Option 3 POP Begin: 01-01-2026 POP End: 12-31-2026 PRINCIPAL NAICS CODE: 541380 - Testing Laboratories and Services PRODUCT/SERVICE CODE: H165 - Quality Control - Medical, Dental, and Veterinary Equipment and Supplies	2.00	EA		
3015	Review and report of CT optimization program and quality assurance program Contract Period: Option 3 POP Begin: 01-01-2026 POP End: 12-31-2026 PRINCIPAL NAICS CODE: 541380 - Testing Laboratories and Services PRODUCT/SERVICE CODE: H165 - Quality Control - Medical, Dental, and Veterinary Equipment and Supplies	1.00	EA		
3016	Periodic review of CT Doses Contract Period: Option 3 POP Begin: 01-01-2026 POP End: 12-31-2026 PRINCIPAL NAICS CODE: 541380 - Testing Laboratories and Services PRODUCT/SERVICE CODE: H165 - Quality Control - Medical, Dental, and Veterinary Equipment and Supplies	4.00	EA		
3017	MRI annual inspection survey Contract Period: Option 3 POP Begin: 01-01-2026	1.00	EA		

ITEM NUMBER	DESCRIPTION OF SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	POP End: 12-31-2026 PRINCIPAL NAICS CODE: 541380 - Testing Laboratories and Services PRODUCT/SERVICE CODE: H165 - Quality Control - Medical, Dental, and Veterinary Equipment and Supplies				
3018	Ultrasound annual inspection survey Contract Period: Option 3 POP Begin: 01-01-2026 POP End: 12-31-2026 PRINCIPAL NAICS CODE: 541380 - Testing Laboratories and Services PRODUCT/SERVICE CODE: H165 - Quality Control - Medical, Dental, and Veterinary Equipment and Supplies	3.00	EA		
3019	Computed Radiography (CR) and Digital Radiographic (DR) Annual Radiation protection surveys Contract Period: Option 3 POP Begin: 01-01-2026 POP End: 12-31-2026 PRINCIPAL NAICS CODE: 541380 - Testing Laboratories and Services PRODUCT/SERVICE CODE: H165 - Quality Control - Medical, Dental, and Veterinary Equipment and Supplies	6.00	EA		
3020	Dental Services annual radiation protection surveys and dose calculation Contract Period: Option 3 POP Begin: 01-01-2026 POP End: 12-31-2026 PRINCIPAL NAICS CODE: 541380 - Testing Laboratories and Services PRODUCT/SERVICE CODE: H165 - Quality Control - Medical, Dental, and Veterinary Equipment and Supplies	7.00	EA		
3021	Dental Services Training and Procedures Contract Period: Option 3 POP Begin: 01-01-2026 POP End: 12-31-2026 PRINCIPAL NAICS CODE: 541380 - Testing Laboratories and Services PRODUCT/SERVICE CODE: H165 - Quality Control - Medical, Dental, and Veterinary Equipment and Supplies	1.00	EA		
3022	Radiation Safety Committee Member Contract Period: Option 3 POP Begin: 01-01-2026 POP End: 12-31-2026 PRINCIPAL NAICS CODE: 541380 - Testing Laboratories and Services PRODUCT/SERVICE CODE: H165 - Quality Control - Medical,	4.00	EA		

ITEM NUMBER	DESCRIPTION OF SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	Dental, and Veterinary Equipment and Supplies				
3023	Annual display monitor inspection Contract Period: Option 3 POP Begin: 01-01-2026 POP End: 12-31-2026 PRINCIPAL NAICS CODE: 541380 - Testing Laboratories and Services PRODUCT/SERVICE CODE: H165 - Quality Control - Medical, Dental, and Veterinary Equipment and Supplies	1.00	EA		
3024	Review of imaging services QA Programs Contract Period: Option 3 POP Begin: 01-01-2026 POP End: 12-31-2026 PRINCIPAL NAICS CODE: 541380 - Testing Laboratories and Services PRODUCT/SERVICE CODE: H165 - Quality Control - Medical, Dental, and Veterinary Equipment and Supplies	4.00	EA		
3025	Full inspection of new and repaired imaging services equipment Contract Period: Option 3 POP Begin: 01-01-2026 POP End: 12-31-2026 PRINCIPAL NAICS CODE: 541380 - Testing Laboratories and Services PRODUCT/SERVICE CODE: H165 - Quality Control - Medical, Dental, and Veterinary Equipment and Supplies	15.00	EA		
3026	Conduct structural shielding design and calculation reports Contract Period: Option 3 POP Begin: 01-01-2026 POP End: 12-31-2026 PRINCIPAL NAICS CODE: 541380 - Testing Laboratories and Services PRODUCT/SERVICE CODE: H165 - Quality Control - Medical, Dental, and Veterinary Equipment and Supplies	4.00	EA		
3027	Conduct radiation protection surveys to verify shielding adequacy Contract Period: Option 3 POP Begin: 01-01-2026 POP End: 12-31-2026 PRINCIPAL NAICS CODE: 541380 - Testing Laboratories and Services PRODUCT/SERVICE CODE: H165 - Quality Control - Medical, Dental, and Veterinary Equipment and Supplies	1.00	EA		
3028	Present for any accreditation inspections Contract Period: Option 3 POP Begin: 01-01-2026	4.00	EA		

ITEM NUMBER	DESCRIPTION OF SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	POP End: 12-31-2026 PRINCIPAL NAICS CODE: 541380 - Testing Laboratories and Services PRODUCT/SERVICE CODE: H165 - Quality Control - Medical, Dental, and Veterinary Equipment and Supplies				
3029	Dosimetry review for programs involving ionizing radiation Contract Period: Option 3 POP Begin: 01-01-2026 POP End: 12-31-2026 PRINCIPAL NAICS CODE: 541380 - Testing Laboratories and Services PRODUCT/SERVICE CODE: H165 - Quality Control - Medical, Dental, and Veterinary Equipment and Supplies	1.00	EA		
3030	Bone Density Annual Radiation protection survey and calculate doses Contract Period: Option 3 POP Begin: 01-01-2026 POP End: 12-31-2026 PRINCIPAL NAICS CODE: 541380 - Testing Laboratories and Services PRODUCT/SERVICE CODE: H165 - Quality Control - Medical, Dental, and Veterinary Equipment and Supplies	1.00	EA		
3031	Review and report on scattered radiation test for DEXA and quality assurance program Contract Period: Option 3 POP Begin: 01-01-2026 POP End: 12-31-2026 PRINCIPAL NAICS CODE: 541380 - Testing Laboratories and Services PRODUCT/SERVICE CODE: H165 - Quality Control - Medical, Dental, and Veterinary Equipment and Supplies	1.00	EA		
3032	Consultation for additional services, as needed. Correspondence via email or phone shall not be considered consultation services. Contract Period: Option 3 POP Begin: 01-01-2026 POP End: 12-31-2026 PRINCIPAL NAICS CODE: 541380 - Testing Laboratories and Services PRODUCT/SERVICE CODE: H165 - Quality Control - Medical, Dental, and Veterinary Equipment and Supplies	1.00	HR		
4001	Nuclear Medicine Department camera physics testing Contract Period: Option 4 POP Begin: 01-01-2027 POP End: 12-31-2027 PRINCIPAL NAICS CODE: 541380 - Testing Laboratories and	2.00	EA		

ITEM NUMBER	DESCRIPTION OF SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	Services PRODUCT/SERVICE CODE: H165 - Quality Control - Medical, Dental, and Veterinary Equipment and Supplies				
4002	Evaluation and testing of thyroid uptake and counting system Contract Period: Option 4 POP Begin: 01-01-2027 POP End: 12-31-2027 PRINCIPAL NAICS CODE: 541380 - Testing Laboratories and Services PRODUCT/SERVICE CODE: H165 - Quality Control - Medical, Dental, and Veterinary Equipment and Supplies	1.00	EA		
4003	Leak testing of sealed sources Contract Period: Option 4 POP Begin: 01-01-2027 POP End: 12-31-2027 PRINCIPAL NAICS CODE: 541380 - Testing Laboratories and Services PRODUCT/SERVICE CODE: H165 - Quality Control - Medical, Dental, and Veterinary Equipment and Supplies	4.00	EA		
4004	Wipe Sampling and survey meter measurements in Nuclear Medicine Contract Period: Option 4 POP Begin: 01-01-2027 POP End: 12-31-2027 PRINCIPAL NAICS CODE: 541380 - Testing Laboratories and Services PRODUCT/SERVICE CODE: H165 - Quality Control - Medical, Dental, and Veterinary Equipment and Supplies	4.00	EA		
4005	Review of Nuclear Medicine daily reports and floods Contract Period: Option 4 POP Begin: 01-01-2027 POP End: 12-31-2027 PRINCIPAL NAICS CODE: 541380 - Testing Laboratories and Services PRODUCT/SERVICE CODE: H165 - Quality Control - Medical, Dental, and Veterinary Equipment and Supplies	4.00	EA		
4006	Submission of Nuclear Medicine summary report of findings and recommendations Contract Period: Option 4 POP Begin: 01-01-2027 POP End: 12-31-2027 PRINCIPAL NAICS CODE: 541380 - Testing Laboratories and Services PRODUCT/SERVICE CODE: H165 - Quality Control - Medical, Dental, and Veterinary Equipment and Supplies	4.00	EA		

ITEM NUMBER	DESCRIPTION OF SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4007	Validate nuclear medicine's dose calibrator/well QC Contract Period: Option 4 POP Begin: 01-01-2027 POP End: 12-31-2027 PRINCIPAL NAICS CODE: 541380 - Testing Laboratories and Services PRODUCT/SERVICE CODE: H165 - Quality Control - Medical, Dental, and Veterinary Equipment and Supplies	2.00	EA		
4008	Review of nuclear medicine doses Contract Period: Option 4 POP Begin: 01-01-2027 POP End: 12-31-2027 PRINCIPAL NAICS CODE: 541380 - Testing Laboratories and Services PRODUCT/SERVICE CODE: H165 - Quality Control - Medical, Dental, and Veterinary Equipment and Supplies	4.00	EA		
4009	Imaging Services protocol review (All modalities) Contract Period: Option 4 POP Begin: 01-01-2027 POP End: 12-31-2027 PRINCIPAL NAICS CODE: 541380 - Testing Laboratories and Services PRODUCT/SERVICE CODE: H165 - Quality Control - Medical, Dental, and Veterinary Equipment and Supplies	4.00	EA		
4010	Review of Research Department daily reports and quality control Contract Period: Option 4 POP Begin: 01-01-2027 POP End: 12-31-2027 PRINCIPAL NAICS CODE: 541380 - Testing Laboratories and Services PRODUCT/SERVICE CODE: H165 - Quality Control - Medical, Dental, and Veterinary Equipment and Supplies	1.00	EA		
4011	Radiographic and Fluoroscopy physics testing Contract Period: Option 4 POP Begin: 01-01-2027 POP End: 12-31-2027 PRINCIPAL NAICS CODE: 541380 - Testing Laboratories and Services PRODUCT/SERVICE CODE: H165 - Quality Control - Medical, Dental, and Veterinary Equipment and Supplies	7.00	EA		
4012	Fluoroscopy Credentialing Training/Review Contract Period: Option 4 POP Begin: 01-01-2027 POP End: 12-31-2027 PRINCIPAL NAICS CODE: 541380 - Testing Laboratories and	1.00	EA		

ITEM NUMBER	DESCRIPTION OF SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	Services PRODUCT/SERVICE CODE: H165 - Quality Control - Medical, Dental, and Veterinary Equipment and Supplies				
4013	Periodic review of Fluoroscopy Doses Contract Period: Option 4 POP Begin: 01-01-2027 POP End: 12-31-2027 PRINCIPAL NAICS CODE: 541380 - Testing Laboratories and Services PRODUCT/SERVICE CODE: H165 - Quality Control - Medical, Dental, and Veterinary Equipment and Supplies	4.00	EA		
4014	CT units annual radiation protection survey and dose calculation Contract Period: Option 4 POP Begin: 01-01-2027 POP End: 12-31-2027 PRINCIPAL NAICS CODE: 541380 - Testing Laboratories and Services PRODUCT/SERVICE CODE: H165 - Quality Control - Medical, Dental, and Veterinary Equipment and Supplies	2.00	EA		
4015	Review and report of CT optimization program and quality assurance program Contract Period: Option 4 POP Begin: 01-01-2027 POP End: 12-31-2027 PRINCIPAL NAICS CODE: 541380 - Testing Laboratories and Services PRODUCT/SERVICE CODE: H165 - Quality Control - Medical, Dental, and Veterinary Equipment and Supplies	1.00	EA		
4016	Periodic review of CT Doses Contract Period: Option 4 POP Begin: 01-01-2027 POP End: 12-31-2027 PRINCIPAL NAICS CODE: 541380 - Testing Laboratories and Services PRODUCT/SERVICE CODE: H165 - Quality Control - Medical, Dental, and Veterinary Equipment and Supplies	4.00	EA		
4017	MRI annual inspection survey Contract Period: Option 4 POP Begin: 01-01-2027 POP End: 12-31-2027 PRINCIPAL NAICS CODE: 541380 - Testing Laboratories and Services PRODUCT/SERVICE CODE: H165 - Quality Control - Medical, Dental, and Veterinary Equipment and Supplies	1.00	EA		

ITEM NUMBER	DESCRIPTION OF SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4018	Ultrasound annual inspection survey Contract Period: Option 4 POP Begin: 01-01-2027 POP End: 12-31-2027 PRINCIPAL NAICS CODE: 541380 - Testing Laboratories and Services PRODUCT/SERVICE CODE: H165 - Quality Control - Medical, Dental, and Veterinary Equipment and Supplies	3.00	EA		
4019	Computed Radiography (CR) and Digital Radiographic (DR) Annual Radiation protection surveys Contract Period: Option 4 POP Begin: 01-01-2027 POP End: 12-31-2027 PRINCIPAL NAICS CODE: 541380 - Testing Laboratories and Services PRODUCT/SERVICE CODE: H165 - Quality Control - Medical, Dental, and Veterinary Equipment and Supplies	6.00	EA		
4020	Dental Services annual radiation protection surveys and dose calculation Contract Period: Option 4 POP Begin: 01-01-2027 POP End: 12-31-2027 PRINCIPAL NAICS CODE: 541380 - Testing Laboratories and Services PRODUCT/SERVICE CODE: H165 - Quality Control - Medical, Dental, and Veterinary Equipment and Supplies	7.00	EA		
4021	Dental Services Training and Procedures Contract Period: Option 4 POP Begin: 01-01-2027 POP End: 12-31-2027 PRINCIPAL NAICS CODE: 541380 - Testing Laboratories and Services PRODUCT/SERVICE CODE: H165 - Quality Control - Medical, Dental, and Veterinary Equipment and Supplies	1.00	EA		
4022	Radiation Safety Committee Member Contract Period: Option 4 POP Begin: 01-01-2027 POP End: 12-31-2027 PRINCIPAL NAICS CODE: 541380 - Testing Laboratories and Services PRODUCT/SERVICE CODE: H165 - Quality Control - Medical, Dental, and Veterinary Equipment and Supplies	4.00	EA		
4023	Annual display monitor inspection Contract Period: Option 4 POP Begin: 01-01-2027	1.00	EA		

ITEM NUMBER	DESCRIPTION OF SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	POP End: 12-31-2027 PRINCIPAL NAICS CODE: 541380 - Testing Laboratories and Services PRODUCT/SERVICE CODE: H165 - Quality Control - Medical, Dental, and Veterinary Equipment and Supplies				
4024	Review of imaging services QA Programs Contract Period: Option 4 POP Begin: 01-01-2027 POP End: 12-31-2027 PRINCIPAL NAICS CODE: 541380 - Testing Laboratories and Services PRODUCT/SERVICE CODE: H165 - Quality Control - Medical, Dental, and Veterinary Equipment and Supplies	4.00	EA		
4025	Full inspection of new and repaired imaging services equipment Contract Period: Option 4 POP Begin: 01-01-2027 POP End: 12-31-2027 PRINCIPAL NAICS CODE: 541380 - Testing Laboratories and Services PRODUCT/SERVICE CODE: H165 - Quality Control - Medical, Dental, and Veterinary Equipment and Supplies	15.00	EA		
4026	Conduct structural shielding design and calculation reports Contract Period: Option 4 POP Begin: 01-01-2027 POP End: 12-31-2027 PRINCIPAL NAICS CODE: 541380 - Testing Laboratories and Services PRODUCT/SERVICE CODE: H165 - Quality Control - Medical, Dental, and Veterinary Equipment and Supplies	4.00	EA		
4027	Conduct radiation protection surveys to verify shielding adequacy Contract Period: Option 4 POP Begin: 01-01-2027 POP End: 12-31-2027 PRINCIPAL NAICS CODE: 541380 - Testing Laboratories and Services PRODUCT/SERVICE CODE: H165 - Quality Control - Medical, Dental, and Veterinary Equipment and Supplies	1.00	EA		
4028	Present for any accreditation inspections Contract Period: Option 4 POP Begin: 01-01-2027 POP End: 12-31-2027 PRINCIPAL NAICS CODE: 541380 - Testing Laboratories and Services PRODUCT/SERVICE CODE: H165 - Quality Control - Medical, Dental, and Veterinary Equipment and Supplies	4.00	EA		

ITEM NUMBER	DESCRIPTION OF SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4029	Dosimetry review for programs involving ionizing radiation Contract Period: Option 4 POP Begin: 01-01-2027 POP End: 12-31-2027 PRINCIPAL NAICS CODE: 541380 - Testing Laboratories and Services PRODUCT/SERVICE CODE: H165 - Quality Control - Medical, Dental, and Veterinary Equipment and Supplies	1.00	EA		
4030	Bone Density Annual Radiation protection survey and calculate doses Contract Period: Option 4 POP Begin: 01-01-2027 POP End: 12-31-2027 PRINCIPAL NAICS CODE: 541380 - Testing Laboratories and Services PRODUCT/SERVICE CODE: H165 - Quality Control - Medical, Dental, and Veterinary Equipment and Supplies	1.00	EA		
4031	Review and report on scattered radiation test for DEXA and quality assurance program Contract Period: Option 4 POP Begin: 01-01-2027 POP End: 12-31-2027 PRINCIPAL NAICS CODE: 541380 - Testing Laboratories and Services PRODUCT/SERVICE CODE: H165 - Quality Control - Medical, Dental, and Veterinary Equipment and Supplies	1.00	EA		
4032	Consultation for additional services, as needed. Correspondence via email or phone shall not be considered consultation services. Contract Period: Option 4 POP Begin: 01-01-2027 POP End: 12-31-2027 PRINCIPAL NAICS CODE: 541380 - Testing Laboratories and Services PRODUCT/SERVICE CODE: H165 - Quality Control - Medical, Dental, and Veterinary Equipment and Supplies	1.00	HR		
				GRAND TOTAL	

B.3 STATEMENT OF WORK

STATEMENT OF WORK

for

DIAGNOSTIC MEDICAL PHYSICS SERVICE

I. Overview:

The Contractor shall furnish all labor, material, supplies, equipment, and qualified personnel to provide on-site diagnostic medical physics services for the Veterans Health Administration (VHA), Sioux Falls VA Health Care System (VAHCS) under the terms and conditions stated herein and must adhere to current regulatory and accreditation requirements, as well as VHA Directive 1105.04 Fluoroscopy Safety, VHA Directive 1129 Radiation Protection for Machine Sources of Ionizing Radiation and VHA Directive 1105.05 Magnetic Resonance Safety. See http://vaww.va.gov/vhapublications/ViewPublication.asp?pub_ID=2764.

The Contractor shall comply with radiation protection standards in 29 CFR 1910.1096 and immediately report any unsafe conditions with the potential to adversely impact the facility radiation workers or patients to the Radiation Safety Officer (RSO) and the VATR.

Services will be provided on-site at the following VA facility:
2501 West 22nd Street, Sioux Falls, SD 57105

Services will be provided on-site (as needed) at the following VA CBOC location:
380 West Anchor Drive, Dakota Dunes, SD 57049

II. Definitions/Acronyms:

Terms used in this task order shall be interpreted as follows unless the context expressly requires a different construction and/or interpretation. In case of a conflict in language between the Definitions and other sections of this task order, the language in this section shall govern.

- a. **Contracting Officer (CO)** – The person executing this task order on behalf of the Government with the authority to enter into and administer contracts and make related determinations and findings.
- b. **COS**: Chief of Staff
- c. **CPARS**: Contractor Performance Assessment Reporting System
- d. **DMP**: A qualified, certified diagnostic medical physicist. A qualified diagnostic medical physicist is a person who is certified by the American Board of Radiology, American Board of Medical Physics, or the Canadian College of Physicists in Medicine.
- e. **HIPAA**: Health Insurance Portability and Accountability Act
- f. **ISO**: Information Security Officer
- g. **Non-Contract Provider** - any person, organization, agency, or entity that is not directly or indirectly employed by the Contractor or any of its subcontractors
- h. **POP**: Period of Performance

- i. **RSO**: Radiation Safety Officer
- j. **SOW**: Statement of Work
- k. **VATR**: VA Technical Representative – A person serving as the technical point-of-contact for the VA for this contract.
- l. **Veterans' Health Administration (VHA)**: The central office for administration of the VA medical centers through throughout the United States. The VHA is located in Washington, D.C.
- m. **Veterans Integrated Services Network (VISN)**: The regional oversight for the VA medical centers in Michigan and Indiana.
- n. **Veterans Affairs Medical Center (VAMC)**: Unless identified with the name of a different VA Medical Center, for purposes of this task order, this term shall mean the Sioux Falls VA Health Care System.
- o. **Veterans Affairs Health Care System (VAHCS)**: The Sioux Falls VA Health Care System.

III. REQUIREMENTS

1. **Performance.** All work shall be performed by a qualified diagnostic medical physicist. A qualified DMP is a person who is certified by the American Board of Radiology, American Board of Medical Physics, or the Canadian College of Physicists in Medicine. For diagnostic computed tomography (CT), nuclear medicine, or MRI, a qualified medical physicist can meet the following requirements in lieu of board certification:
 - a. A graduate degree in physics, medical physics, biophysics, radiologic physics, medical health physics, or a closely related science or engineering discipline from an accredited college or university.
 - b. Formal graduate-level coursework in the biological sciences with at least one course in biology or radiation biology and one course in anatomy, physiology, or a similar topic related to the practice of medical physics.
 - c. Documented 3 years of clinical experience in CT, nuclear medicine, or MRI. The physicist must document the 3 years of experience for the modality being inspected.
 - d. Contractor shall provide the documentation of staff qualifications to the VATR prior to scheduling such staff to provide services, annually thereafter, and upon the request of the VAHCS.
2. **Training.** Contractor shall meet all VA educational requirements and mandatory course requirements; all training must be completed by the contractor staff as required by the VA. Additional training requirements may be added at the discretion of the Government. Training requirements may include the following:
 - a. VA Privacy and Information Security Awareness and Rules of Behavior

- b. VHA Privacy and HIPAA Focused Training, including TMS 10203 HIPPA
- c. MRI Level II Training
- d. Radiation Safety Training

3. **Mandatory Services to be Performed**

- a. The qualified DMP shall perform imaging equipment (x-ray equipment, nuclear medicine cameras, ultrasound units, and MRIs) inspections to ensure compliance with the current standards or requirements. Any deficiencies or non-conformances discovered during the inspection shall be verbally communicated to the RSO and VATR prior to the qualified diagnostic medical physicist leaving the facility. Deficiencies or non-conformances which represent unsafe conditions with the potential to adversely impact the facility radiation workers or patients, shall be reported to the RSO and VATR immediately upon discovery. A written report of the results of annual inspections shall be provided to the RSO and VATR within thirty (30) calendar days after completion of the inspection. All imaging equipment shall be inspected annually, not to exceed twelve (12) months.
- b. The qualified DMP shall perform acceptance testing of all new or relocated imaging equipment prior to first clinical use. The acceptance testing shall comply with current standards or requirements. Any deficiencies or non-conformances discovered during the inspection shall be verbally communicated to the RSO and VATR prior to the qualified diagnostic medical physicist leaving the facility. Deficiencies or non-conformances which represent unsafe conditions with the potential to adversely impact the facility radiation workers or patients shall be reported to the RSO and VATR immediately upon discovery. A written report of the results shall be provided to the RSO and VATR within five (5) working days after completion of the inspection.
- c. The qualified DMP shall perform a full inspection of imaging equipment after repairs or modifications that may affect the radiation output or image quality. The inspection shall be completed within 24-hours after the facility contacts the Contractor. Any deficiencies or non-conformances discovered during the inspection shall be verbally communicated to the RSO and VATR prior to the qualified diagnostic medical physicist leaving the facility. Deficiencies or non-conformances which represent unsafe conditions with the potential to adversely impact the facility radiation workers or patients shall be reported to the RSO and VATR immediately upon discovery. A written report of the results shall be provided to the RSO and VATR within five (5) working days after performing of the inspection.
- d. The qualified DMP shall provide consultation for additional services as needed, including safety training, fluoroscopy training, hands-on training for staff, certification program, CT Dose Optimization program, participation in radiation safety committee, etc.
- e. The qualified DMP shall review CT protocols at least annually.

- f. The qualified DMP shall provide shielding design calculations for each new, replaced, or relocated x-ray imaging system. The calculations for each shall comply with the current standards or requirements and shall be documented in a written report which includes a diagram showing adjacent areas. The qualified diagnostic medical physicist shall perform a shielding survey to verify the structural shielding was installed per the shielding design report and complies with the design goals. A written report of the shielding survey shall be provided to the RSO and VATR within five (5) working days after the shielding survey has been completed.
 - g. The qualified DMP shall assist in the development of a comprehensive technical quality assurance (QA) program (e.g., technique charts, repeat/reject analysis monitoring, monitoring of exposure indices to radiographic image receptors, QA program for display monitors, QA for CT, monitoring of dose metrics from fluoroscopy studies), which complies with current standards or requirements for all modalities. The qualified diagnostic medical physicist shall review at least annually the QA program. A written report of the results shall be provided to the RSO and VATR within thirty (30) calendar days after performing of the inspection.
 - h. The qualified DMP shall perform a follow-up inspection to verify compliance of any necessary corrective action performed to correct deficiencies found.
 - i. All written equipment testing reports shall be delivered to the RSO and VATR within thirty (30) calendar days following annual equipment testing.
 - j. All work required shall be performed during the hospital's regular administrative working hours if possible. In circumstances where work may interfere with patient care, work may be performed during holidays, weekends, nights, or evenings. The Contractor shall provide intervening calls necessary between regular inspections at any hour, on any day of the week, as approved by the VATR. The regular administrative working hours of the hospital are 8:00 AM to 4:30 PM, Monday through Friday, excluding national holidays and weekends.
 - k. For emergent cases, such as inspections after equipment repairs, inspections will require a 24-hour turn-around time and may require work to be performed during weekends, nights or evenings, as requested by the VATR.
4. **Equipment Inspections.** The Contractor shall conduct equipment inspections or quality control surveys of the imaging equipment listed below. The Contractor shall ensure the imaging equipment's compliance with current standards or requirements, and shall include, but not be limited to, monitoring the following basic performance characteristics.
- a. **Radiographic and Fluoroscopic Equipment.** Physics inspections of radiographic and fluoroscopic equipment shall comply with current standards or requirements. The performance of each radiographic and fluoroscopic unit must be evaluated annually, not to exceed twelve (12) months. This evaluation should include, but not be limited to, the following tests (as applicable).

- (1) Integrity of unit assembly.
- (2) Collimation and radiation beam alignment.
- (3) Fluoroscopic system spatial resolution.
- (4) Automatic exposure control system performance.
- (5) Fluoroscopic automatic brightness control performance (high-dose-rate, pulsed modes, field-of-view [FOV] variation).
- (6) Image artifacts.
- (7) Fluoroscopic phantom image quality.
- (8) kVp accuracy and reproducibility.
- (9) Linearity of exposure versus mA or mAs.
- (10) Exposure reproducibility.
- (11) Timer accuracy.
- (12) Beam quality assessment (half-value layer).
- (13) Fluoroscopic entrance exposure rate (or air kerma rate). Maximum output and output using a phantom representing a standard size patient for all clinically used settings. [The mode of operation [e.g., magnification mode, frame rate, and any other mode selected] must be documented for each measurement.]
- (14) Fluorographic (image recording) entrance exposure rate (or air kerma rate) for cine imaging, if performed and entrance exposure (or air kerma) for spot images (if performed). Maximum output and output using a phantom representing a standard size patient for all clinically used settings. [The mode of operation (e.g., magnification mode, frame rate, etc.) must be documented for each measurement.]
- (15) Image receptor entrance exposure.
- (16) Equipment radiation safety functions.
- (17) Patient dose monitoring system calibration. This includes, for radiographic systems, the metric of dose to the image receptor (IEC Exposure Index or proprietary index) and, for fluoroscopy systems, the displays of cumulative air kerma and, if available, DAP.
- (18) Display monitor performance.
- (19) Digital image receptor performance.
- (20) Grids used with portable x-ray units shall be imaged for uniformity.
- (21) For radiographic units, measurement of entrance skin exposure (or air kerma) for a standard size patient for common radiographic projections and comparison to published diagnostic reference levels and achievable doses (e.g., ACR practice parameter).

NOTE: The information on entrance exposure rates (or air kerma rates) from fluoroscopy and from fluorography, in Items (13) and (14) above, for each fluoroscope, shall be in a format suitable for providing to the physicians who operate the fluoroscope.

- b. **Computed Radiography (CR) and Digital Radiography (DR).** Physics inspections of CR and DR equipment shall comply with current standards or requirements. The performance of CR and DR must be evaluated annually, not to exceed twelve (12)

months. This evaluation should include, but not be limited to, the following tests (as applicable).

- (1) Component and Imaging Plate Physical Inspection and Inventory.
- (2) Imaging Plate Dark Noise and Uniformity.
- (3) Exposure Indicator Calibration.
- (4) Linearity and Auto-ranging Response.
- (5) Laser Beam Function.
- (6) Limiting Resolution and Resolution Uniformity.
- (7) Noise and Low-Contrast Resolution.
- (8) Spatial Accuracy.
- (9) Erasure Thoroughness.
- (10) Aliasing/Grid Response.
- (11) IP Throughput.
- (12) Positioning and Collimation Errors.

- c. **CT Scanners.** The physics inspection shall conform to current standards or requirements. The performance of each CT scanner must be evaluated annually, not to exceed twelve (12) months. This evaluation should include, but not be limited to, the following tests (as applicable).

- (1) Review of Clinical Protocols.
- (2) Scout Prescription and Alignment Light Accuracy.
- (3) Image Thickness – Axial Mode.
- (4) Table Travel Accuracy.
- (5) Radiation Beam Width.
- (6) Low-Contrast Performance.
- (7) Spatial Resolution.
- (8) CT Number Accuracy.
- (9) Artifact Evaluation.
- (10) CT Number Uniformity.
- (11) Dosimetry (the scanner displayed CTDI_{vol} values must be within +/- 20% of the measured CTDI_{vol} values).
- (12) Gray Level Performance of CT Acquisition Display Monitors.

- d. **Dental.** The physics inspection shall conform to current standards or requirements. The performance of dental x-ray inspections must be annually, not to exceed twelve (12) months. This evaluation should include, but not be limited to, the following tests (as applicable).

- (1) Collimation.
- (2) Beam quality (half value layer).
- (3) Timer Accuracy and Reproducibility.
- (4) kVp Accuracy and Reproducibility.
- (5) mA or mAs Linearity.
- (6) Exposure Reproducibility.

- (7) Entrance Skin Exposure Evaluation, with comparison to published diagnostic reference levels and achievable doses (e.g., NCRP Report No. 172).
- (8) Technique Chart Evaluation.
- (9) Image uniformity (artifact evaluation).

e. Dental CBCT Acceptance and Performance Testing

- (1) **Acceptance Testing.** Acceptance testing and measurements of air kerma at the isocenter for each kVp station for a range of clinically used mAs settings will be performed initially when the CBCT unit is installed, and following any move of the CBCT to another area inside or outside the initial clinical site. This testing is to ensure that the equipment performance is in agreement with the manufacturer's technical specifications.
- (2) **Performance Testing.** Each CBCT unit shall undergo periodic quality control tests to ensure that the performance of the machine has not significantly deteriorated and is operating within the manufacturer's technical specifications. This performance testing is performed by a qualified expert annually, at intervals not to exceed 14 months, and after repairs to the CBCT unit that may affect the radiation output or image quality.
- (3) Some manufacturers provide a phantom and procedures to perform machine specific quality assurance (QA) tests. In cases where the manufacturer provides a phantom and procedures to perform specific tests but the tests are not included in this SOW, then the manufacturer's machine-specific QA tests shall be performed in addition to the QA tests in this SOW.

f. Acceptance and Annual physics testing for Dental CBCT

- (1) **Radiation output Repeatability.** Make four measurements of the air kerma at the isocenter at a clinically used setting. The measurements should be less than +/-5% of the average of the five measurements and the measurements should be less than +/- 5% of the previous year's measurement.
- (2) **Radiation Output Reproducibility.** Measure the air kerma at the isocenter for each kVp station and a range of clinically used mAs setting. Compare the results to the baseline values established at the initial acceptance testing. The values should be +/-5% of the baseline.
- (3) **kVp Accuracy.** Measure the kVp at all clinically used settings. The measured kVp should be +/-5% of the selected kVp.
- (4) **kVp Repeatability.** Make five kVp measurements each for two clinically used kVp settings. All measured values should be +/-5% of the mean kVp.
- (5) **kVp Reproducibility.** Measure the kVp at all available kVp settings. The measured values should be +/-5% of the baseline.
- (6) **Beam quality.** Measure the half value layer (HVL) for aluminum. The minimum shall comply with Section F.4.d of the Suggested State Regulations for Control of Radiation, Conference of Radiation Control Program Directors.
- (7) **Radiation field of view (FOV).** Measure the width of the radiation field at the isocenter. The width of the beam should be 3 mm or 30% of the total nominal collimated width.

- (8) **Image Quality.** Image the phantom provided by the manufacturer or another suitable phantom. Assess high contrast spatial resolution, uniformity of transaxial images, and image noise. Imaging uniformity shall be assessed over the entire range of axial images.
 - (9) **Accuracy of Linear Measurements.** Using images of an appropriate phantom, assess the accuracy of distance measurements.
 - (10) **Accuracy of Patient Dose Metric Indication.** Assess the accuracy of the indicated dose metric (typically DAP).
 - (11) **Patient Dose Assessment.** From a scan or scans using the facility's standard techniques, record the dose metric (typically DAP) and compare to achievable levels and diagnostic reference levels (if available).
 - (12) **Review of the technical QA program.** The qualified expert shall review the technical QA program. The review shall include a trend analysis of the QA data. The results of the technical QA program review shall be included in the written report. Any trends that identify problems shall be included in the report along with recommended corrective actions.
 - (13) **Display Monitors.** Perform a visual analysis of the SMPTE test pattern.
 - (a) Display the test pattern on the imaging console. Set the display window width/level to the manufacturer-specified values for the pattern. Do not set the window/level by eye; doing so invalidates the procedure.
 - (b) Examine the pattern to confirm that the gray level display in the imaging console is subjectively correct.
 - i. Review the line pair patterns in the center and at each of the corners.
 - ii. Review the black-white transition.
 - iii. Look for any evidence of "scalloping" (loss of bit depth) or geometric distortion.
 - iv. Use a photometer to measure the maximum and minimum monitor brightness (0% and 100% steps)
 - v. Measure additional steps within the pattern to establish a response curve.
 - vi. Measure the brightness near the center of the monitor and near all 4 corners (or all 4 sides, depending on the test pattern used).
 - (14) **Viewing Conditions.** Assess the viewing conditions for the area in which the monitor used to evaluation the CBCT studies is located.
- g. **MRI.** The physics inspection shall conform to current standards or requirements. The performance of each MRI scanner must be evaluated annually, not to exceed twelve (12) months. This evaluation should include, but not be limited to, the following tests (as applicable).
- (1) Magnetic field homogeneity.
 - (2) Geometric accuracy.
 - (3) Inter-slice RF interference.
 - (4) Slice position accuracy.
 - (5) High-contrast resolution

- (6) RF coil performance.
 - (a) Volume coils' signal-to-noise ratio
 - (b) Volume coils' image uniformity
 - (c) Volume coils' ghosting ratio
 - (d) Phased array coils' signal-to-noise ratio
 - (e) Surface coils' signal-to-noise ratio
 - (7) Slice thickness accuracy
 - (8) Low-contrast detectability
 - (9) Soft copy displays
 - (10) Technologist's QC program
 - (11) Site phantom inventory
 - (12) Site RF coil inventory
- h. **Nuclear Medicine.** The physics inspection shall conform to current standards or requirements for annual performance tests for nuclear medicine cameras. The qualified diagnostic medical physics shall also perform the quarterly testing as outlined by the current standards or requirements. The performance of each nuclear medicine scanner must be evaluated annually, not to exceed twelve (12) months. This evaluation should include, but not be limited to, the following tests (as applicable).
- (1) Intrinsic Uniformity
 - (2) System Uniformity
 - (3) Intrinsic or System Spatial Resolution
 - (4) Relative Sensitivity
 - (5) Energy Resolution
 - (6) Count Rate Parameters
 - (7) Formatter/Video Display
 - (8) Overall System Performance for SPECT
 - (9) System Interlocks
 - (10) Dose Calibrator Review (i.e. linearity, constancy, geometry, accuracy or acceptance testing if needed)
 - (11) Thyroid Uptake and Counting Systems Review (i.e. MDA, efficiency or acceptance testing if needed)
 - (12) Quarterly Leak Testing Certificates
 - (13) Quarterly wipe sampling and survey meter measurements of areas of radioactive use in nuclear medicine
 - (14) Quarterly review of Nuclear Medicine daily dose reports
- i. **Ultrasound.** The physics inspection shall conform to current standards or requirements for performance tests for ultrasound. At least semiannually or on an as needed basis, the following tests should be done for each ultrasound unit. Testing should be done using two transducers commonly used with any unit employing more than one transducer. Data should be taken from testing of the transducers which are used for the most frequently occurring examination(s) at the site. It is recommended that these be of different scan formats such as one linear (or curvilinear array), and one sector (mechanical, phased, or vector).

- (1) **System Sensitivity/Penetration.** This test should be done with the following settings:
- (a) maximum transmit power
 - (b) proper receiver gain and TGC that allows echo texture to be visible in the deep region
 - (c) transmit focus at the deepest depth

NOTE: The maximum depth of visualization is determined by comparing the gradually weakening echo texture to electronic noises near the bottom of the image.

- (2) **Image Uniformity.** Adjust the TGC controls and other sensitivity controls to obtain an image as uniform as possible.
- (a) Vertical or radially oriented streaks?
 - (b) Dropouts?
 - (c) Reduction of brightness near edges of the scan?
 - (d) Brightness transitions between focal zones?
- (3) **Electrical and Mechanical Safety and Cleanliness**
- (a) Are all cords and cables intact (no frays)?
 - (b) Are all transducers intact without cracks or delamination?
 - (c) Are the transducers cleaned after each use?
 - (d) Are the Image Monitors clean?
 - (e) Are the air filters clean?
 - (f) Are the wheel locks in working condition?
 - (g) Are the wheels fastened securely to the US unit and do the wheels rotate easily?
 - (h) Are all accessories (VCR, cameras, etc.) fastened securely to the US unit?
- (4) **Gray Scale Photography (if applicable)** – Do either (a), (b), or (c).
- (a) **For Scanners with a Discrete Bar Pattern.** Count the number of distinct gray bar steps on the viewing monitor. Then count the number of steps visualized in the gray bar on the hard copy image.
 - (b) **For Scanners with a Continuous Gray Bar Pattern.** Use calipers to measure the length of the black-to-white transition of the gray wedge on the viewing monitor. If the relative length of the black-to-white transition on the hard copy image is less, document how much is missing.
 - (c) **For Laser Imager (Hard Copy Device).** Prior to filming any images, an SMPTE test pattern created by the Society of Motion Picture and Television Engineers (SMPTE), should be printed using the appropriate window width (WW) and window level (WL). If you are unfamiliar with this procedure, you should review Gray et al., "Test pattern for video display and hard-copy camera," Radiology 145:519-527 (1985), and then contact your local service engineer for assistance. When printed, the 95% density patch within the 100% square and the 5% density patch within the 0% square should be visible, and there should be no notable distortions or artifacts present. If these criteria are not met, contact your service engineer for laser camera calibration before proceeding with **any** filming.

- (5) **Hard Copy Output Quality Test (Digital) (if applicable).** This test, or a similar test specifically recommended by the hard copy equipment manufacturer.

Required Test Equipment:

- (a) Densitometer
- (b) SMPTE Test Pattern or another similar test pattern or phantom image having a wide range of gray scales.
- (c) The same test image should be used each time.

- j. **Display Monitors.** The annual performance evaluation conducted by the diagnostic medical physicist includes testing of image acquisition display monitors for maximum and minimum luminance, luminance uniformity, resolution, and spatial accuracy. The image acquisition display monitors for nuclear medicine, CT, and MRI units shall be tested.

5. **Interim Radiation Safety Officer (RSO) Appointment.** In the event in the loss of the VA Radiation Safety Officer (RSO), the contract physicist may be designated by the facility as the interim RSO for sixty (60) days within a one-year period. The National Health Physics Program (NHPP) must approve the appointment. Duties will include:

- a. Interim RSO will be named on the Sioux Falls permit and implement and manage the VHA Radioactive Materials permit.
- b. Interim RSO will manage oversight of receiving, possession, transferring, and storing of radioactive materials (at the Sioux Falls VAHCS facility).
- c. Interim RSO will not need to be at the facility every day as they would not perform all-inclusive duties as the permanent RSO. The average on-site requirement is once every two (2) weeks for two (2) hours.
- d. Interim RSO to be available by phone/email when not present at the VAHCS.

6. **Annual Office of Inspector General (OIG) Statement:**

- a. In accordance with HIPAA and the Balanced Budget Act (BBA) of 1977, the Department of Health and Human Services (HHS) Office of Inspector General (OIG) has established a list of parties and entities excluded from Federal health care programs. Specifically, the listed parties and entities may not receive Federal Health Care program payments due to fraud and/or abuse of the Medicare and Medicaid programs.
- b. Therefore, Contractor shall review the HHS OIG List of Excluded Individuals/Entities on the HHS OIG web site at <http://oig.hhs.gov/exclusions/index.asp> to ensure that the proposed contract employee(s) is not listed. Contractor should note that any excluded individual or entity that submits a claim for reimbursement to a Federal health care program, or causes such a claim to be submitted, may be subject to a Civil Monetary Penalty (CMP) for each item or service furnished during a period that the person was excluded and may also be subject to treble damages for the amount

claimed for each item or service. CMP's may also be imposed against the Contractor that employ or enter into contracts with excluded individuals to provide items or services to Federal program beneficiaries.

- c. By submitting their proposal, the Contractor certifies that the HHS OIG List of Excluded Individuals/Entities has been reviewed and that the Contractors are and/or firm is not listed as of the date the offer/bid was signed.
7. **Non-Personal Healthcare Services:** The parties agree that the Contractor and all contract staff shall not be considered VA employees for any purpose.
 8. **Inherent Government Functions:** Contractor and contract staff shall not perform inherently governmental functions. This includes, but is not limited to, determination of agency policy, determination of Federal program priorities for budget requests, direction and control of government employees (outside a clinical context), selection or non-selection of individuals for Federal Government employment including the interviewing of individuals for employment, approval of position descriptions and performance standards for Federal employees, approving any contractual documents, approval of Federal licensing actions and inspections, and/or determination of budget policy, guidance, and strategy.
 9. **No Employee status:** The Contractor shall be responsible for protecting contract staff furnishing services. To carry out this responsibility, the Contractor shall provide or certify that the following is provided for all their staff providing services under the resultant task order:
 - a. Workers' compensation
 - b. Professional liability insurance
 - c. Health examinations
 - d. Income tax withholding, and
 - e. Social security payments.
 10. **Tort Liability:** The Federal Tort Claims Act does not cover Contractor or contractor staff. When a Contractor or contractor staff has been identified as a provider in a tort claim, the Contractor shall be responsible for notifying their legal counsel and/or insurance carrier. Any settlement or judgment arising from a Contractor's (or contractor staff) action or non-action shall be the responsibility of the Contractor and/or insurance carrier.
 11. **Contractor Personnel:** It is essential that continuity of services is maintained to the maximum degree possible, hence, substitution of contractor provided staff shall be limited to urgent/emergent absences of approved, assigned providers. In the event a scheduled contractor employee is unable to complete an assignment, the Contractor shall provide a replacement employee and notify the VATR immediately of the schedule change.
 - a. The qualifications of Contractor personnel shall be provided to the VATR upon scheduling of such personnel

- b. The Government reserves the right to refuse acceptance of any Contractor personnel at any time.
- c. The CO and VATR shall deal with issues raised concerning the conduct of contractor's staff. The final arbiter on questions of acceptability is the CO.

12. **Contingency Plan:** Because continuity of care is an essential part of the VAHCS medical services, the Contractor shall have a contingency plan in place to be utilized if the contracted staff leaves Contractor's employment or is unable to continue performance in accordance with the terms and conditions of the resulting contract or task order.

13. **Contractor Responsibilities:**

- a. The Contractor shall provide staff that are competent, qualified per this performance work statement and adequately trained to perform assigned duties.
- b. The Contractor shall assign a qualified DMP to perform the services covered by this contract.
- c. The Contractor shall identify, by name, all contract staff who will provide services under the contract and provide documentation of such staff qualifications.
- d. The Contractor shall provide their own tools.
- e. The Contractor is responsible for providing back up coverage for any unplanned leave or absences.

14. **Government Responsibilities:**

- (1) The Contracting Officer is the only person authorized to approve changes or modify any of the requirements of this task order. The Contractor shall communicate with the Contracting Officer on all matters pertaining to contract/task order administration. Only the Contracting Officer is authorized to make commitments or issue any modification to include (but not limited to) terms affecting price, quantity or quality of performance of this task order.
- (2) The Contracting Officer shall resolve complaints concerning Contractor relations with the VAHCS. The Contracting Officer is final authority on validating complaints.

15. **Documentation:** The Contractor shall be responsible for complying with all reporting requirements established by the contract/task order. Contractor shall be responsible for assuring the accuracy and completeness of all reports and other documents as well as the timely submission of each. Contractor shall comply with task order requirements regarding the appropriate reporting formats, instructions, submission timetables, and technical assistance as required.

- a. The following are brief descriptions of required documents that must be submitted by Contractor upon award; weekly; monthly; quarterly; annually, etc. identified throughout the contract/task order and is provided here as a guide for Contractor convenience. If an item is within the contract/task order and not listed here, the Contractor remains responsible for the delivery of the item.

What	Submit as noted	Submit To
Copies of any and all licenses and certifications for all licensed and certified staff	Upon proposal and upon renewal of licenses and upon renewal of option periods or change of personnel.	VATR
Certification that staff list have been compared to OIG list	Upon proposal and upon assignment of new personnel to this contract/task order	VATR

16. Billing:

- a. **Invoice requirements and supporting documentation:** Supporting documentation and invoice must be submitted no later than the 20th workday of the month following the provision of services. Subsequent changes or corrections shall be submitted by separate invoice. In addition to information required for submission of a “proper” invoice in accordance with FAR 52.212-4(g), all invoices must include:
- Name and Address of Contractor
 - Invoice Date and Invoice Number
 - Task Order Number (if applicable)
 - Date of Service
 - Name of Contractor Employee(s) providing Service
 - Contract Line Item Number and Service Provided
 - Quantity of hours worked
 - Total price

17. **Vendor Electronic Invoice Submission Methods:** Facsimile, e-mail, and scanned documents are not acceptable forms of submission for payment requests. Invoices shall be submitted through the Tungsten network.

18. CONTRACTOR SECURITY REQUIREMENTS

- a. Contractor shall ensure all staff obtain the appropriate badge (including required fingerprinting and background checks), as indicated by the VATR and VAHCS.

Failure of staff to have the proper access granted shall be a breach of the contract/task order.

- b. As VA routinely reviews and updates policies and procedures covering contractor computer access, security requirements may change during the term of this contract and new policies and procedures may be implemented unilaterally during the term of this agreement.

SECTION C - CONTRACT CLAUSES

C.1 52.212-4 CONTRACT TERMS AND CONDITIONS—COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (NOV 2021)

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

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

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

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

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

(d) *Disputes.* This contract is subject to 41 U.S.C. chapter 71, Contract Disputes. Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at Federal Acquisition Regulation (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 FAR 32.608-2 in effect on the date of this contract.

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

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

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

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

(l) *Termination for the Government's convenience.* The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to

comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

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

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

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

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

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

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

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

(1) The schedule of supplies/services.

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

(3) The clause at 52.212-5.

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

(5) Solicitation provisions if this is a solicitation.

- (6) Other paragraphs of this clause.
- (7) The Standard Form 1449.
- (8) Other documents, exhibits, and attachments
- (9) The specification.
- (t) [Reserved]
- (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 PRODUCTS AND COMMERCIAL SERVICES

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 52.204-9 PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2011)

(a) The Contractor shall comply with agency personal identity verification procedures identified in the contract that implement Homeland Security Presidential Directive-12 (HSPD-12), Office of Management and Budget (OMB) guidance M-05-24, and Federal Information Processing Standards Publication (FIPS PUB) Number 201.

(b) The Contractor shall account for all forms of Government-provided identification issued to the Contractor employees in connection with performance under this contract. The Contractor shall return such identification to the issuing agency at the earliest of any of the following, unless otherwise determined by the Government:

- (1) When no longer needed for contract performance.
- (2) Upon completion of the Contractor employee's employment.
- (3) Upon contract completion or termination.

(c) The Contracting Officer may delay final payment under a contract if the Contractor fails to comply with these requirements.

(d) The Contractor shall insert the substance of this clause, including this paragraph (d), in all subcontracts when the subcontractor's employees are required to have routine physical access to a Federally-controlled facility and/or routine access to a Federally-controlled information system. It shall be the responsibility of the prime Contractor to return such identification to the issuing agency in accordance with the terms set forth in paragraph (b) of this section, unless otherwise approved in writing by the Contracting Officer.

(End of Clause)

C.3 52.216-18 ORDERING (AUG 2020)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from 01/01/2023 through 12/31/2027.

(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) A delivery order or task order is considered "issued" when—

- (1) If sent by mail (includes transmittal by U.S. mail or private delivery service), the Government deposits the order in the mail;
- (2) If sent by fax, the Government transmits the order to the Contractor's fax number; or
- (3) If sent electronically, the Government either—
 - (i) Posts a copy of the delivery order or task order to a Government document access system, and notice is sent to the Contractor; or

(ii) Distributes the delivery order or task order via email to the Contractor's email address.

(d) Orders may be issued by methods other than those enumerated in this clause only if authorized in the contract.

(End of Clause)

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

(a) *Minimum order.* When the Government requires supplies or services covered by this contract in an amount of less than \$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 20,000.00;

(2) Any order for a combination of items in excess of 300,000.00; or

(3) A series of orders from the same ordering office within two 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 one days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of Clause)

C.5 52.216-22 INDEFINITE QUANTITY (OCT 1995)

(a) This is an indefinite-quantity contract for the supplies or 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) Delivery or 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 12/31/2028.

(End of Clause)

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

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 15 calendar days prior to contract expiration.

(End of Clause)

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

(a) The Government may extend the term of this contract by written notice to the Contractor within 15 calendar days prior to contract expiration; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 30 calendar days before the contract expires. The preliminary notice does not commit the Government to an extension.

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

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

(End of Clause)

C.8 VHA SUPPLEMENTAL CONTRACT REQUIREMENTS FOR ENSURING ADEQUATE COVID-19 SAFETY PROTOCOLS FOR FEDERAL CONTRACTORS

1. Contractor employees who work in or travel to VHA locations must comply with the following:

a. Documentation requirements:

1) If fully vaccinated, shall show proof of vaccination.

- i. *NOTE: Acceptable proof of vaccination includes a signed record of immunization from a health care provider or pharmacy, a copy of the COVID-19 Vaccination Record Card (CDC Form MLS-319813_r, published on September 3, 2020), or a copy of medical records documenting the vaccination.***

- 2) If unvaccinated and granted a medical or religious exception, shall show negative COVID-19 test results dated within three calendar days prior to desired entry date. Test must be approved by the Food and Drug Administration (FDA) for emergency use or full approval. This includes tests available by a doctor's order or an FDA approved over-the-counter test.
 - 3) Documentation cited in this section shall be digitally or physically maintained on each contractor employee while in a VA facility and is subject to inspection prior to entry to VA facilities and after entry for spot inspections by Contracting Officer Representatives (CORs) or other hospital personnel.
 - 4) Documentation will not be collected by the VA; contractors shall, at all times, adhere to and ensure compliance with federal laws designed to protect contractor employee health information and personally identifiable information.
- 2. Contractor employees are subject to daily screening for COVID-19 and may be denied entry to VA facilities if they fail to pass screening protocols. As part of the screening process contractors may be asked screening questions found on the [COVID-19 Screening Tool](#). Check regularly for updates.**
- a. Contractor employees who work away from VA locations, but who will have direct contact with VA patients shall self-screen utilizing the [COVID-19 Screening Tool](#), in advance, each day that they will have direct patient contact and in accordance with their person or persons who coordinate COVID-19 workplace safety efforts at covered contractor workplaces. Contractors shall, at all times, adhere to and ensure compliance with federal laws designed to protect contractor employee health information and personally identifiable information.
- 3. Contractor must immediately notify their COR or Contracting Officer if contract performance is jeopardized due to contractor employees being denied entry into VA Facilities.**

C.9 VAAR 852.212-70 PROVISIONS AND CLAUSES APPLICABLE TO VA ACQUISITION OF COMMERCIAL ITEMS (APR 2020)

(a) The Contractor agrees to comply with any provision or clause that is incorporated herein by reference to implement agency policy applicable to acquisition of commercial items or components. The following provisions and clauses that have been checked by the Contracting Officer are incorporated by reference.

852.203–70, Commercial Advertising.

852.209–70, Organizational Conflicts of Interest.

852.211–70, Equipment Operation and Maintenance Manuals.

852.214–71, Restrictions on Alternate Item(s).

852.214–72, Alternate Item(s). [Note: this is a fillable clause.]

- 852.214–73, Alternate Packaging and Packing.
- 852.214–74, Marking of Bid Samples.
- 852.215–70, Service-Disabled Veteran-Owned and Veteran-Owned Small Business Evaluation Factors.
- 852.215–71, Evaluation Factor Commitments.
- 852.216–71, Economic Price Adjustment of Contract Price(s) Based on a Price Index.
- 852.216–72, Proportional Economic Price Adjustment of Contract Price(s) Based on a Price Index.
- 852.216–73, Economic Price Adjustment—State Nursing Home Care for Veterans.
- 852.216–74, Economic Price Adjustment—Medicaid Labor Rates.
- 852.216–75, Economic Price Adjustment—Fuel Surcharge.
- 852.219–9, VA Small Business Subcontracting Plan Minimum Requirements.
- 852.219–10, VA Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside.
- 852.219–11, VA Notice of Total Veteran-Owned Small Business Set-Aside.
- 852.222–70, Contract Work Hours and Safety Standards—Nursing Home Care for Veterans.
- 852.228–70, Bond Premium Adjustment.
- 852.228–71, Indemnification and Insurance.
- 852.228–72, Assisting Service-Disabled Veteran-Owned and Veteran-Owned Small Businesses in Obtaining Bonds.
- 852.232–72, Electronic Submission of Payment Requests.
- 852.233–70, Protest Content/Alternative Dispute Resolution.
- 852.233–71, Alternate Protest Procedure.
- 852.237–70, Indemnification and Medical Liability Insurance.
- 852.246–71, Rejected Goods.
- 852.246–72, Frozen Processed Foods.
- 852.246–73, Noncompliance with Packaging, Packing, and/or Marking Requirements.
- 852.270–1, Representatives of Contracting Officers.
- 852.271–72, Time Spent by Counselee in Counseling Process.
- 852.271–73, Use and Publication of Counseling Results.

- 852.271–74, Inspection.
- 852.271–75, Extension of Contract Period.
- 852.273–70, Late Offers.
- 852.273–71, Alternative Negotiation Techniques.
- 852.273–72, Alternative Evaluation.
- 852.273–73, Evaluation—Health-Care Resources.
- 852.273–74, Award without Exchanges.

(b) All requests for quotations, solicitations, and contracts for commercial item services to be provided to beneficiaries must include the following clause:

- 852.237–74, Nondiscrimination in Service Delivery.

(End of Clause)

C.10 VAAR 852.219-74 LIMITATIONS ON SUBCONTRACTING— MONITORING AND COMPLIANCE (JUL 2018)

(a) This solicitation includes VAAR 852.219-11 VA Notice of Total Veteran-Owned Small Business Set-Aside.

(b) Accordingly, any contract resulting from this solicitation is subject to the limitation on subcontracting requirements in 13 CFR 125.6, or the limitations on subcontracting requirements in the FAR clause, as applicable. The Contractor is advised that in performing contract administration functions, the Contracting Officer 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.

(c) 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 Contracting Officer in assessing the Contractor for compliance are protected to ensure information or data is not improperly disclosed or other impropriety occurs.

(d) 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 Contracting Officer to assess the Contractor's compliance with the limitations on subcontracting or percentage of work performance requirement.

(End of Clause)

C.11 VAAR 852.219-77 VA NOTICE OF LIMITATIONS ON SUBCONTRACTING—CERTIFICATE OF COMPLIANCE FOR SERVICES AND CONSTRUCTION (SEP 2021) (DEVIATION)

(a) Pursuant to 38 U.S.C. 8127(k)(2), the offeror certifies that—

(1) If awarded a contract (see FAR 2.101 definition), it will comply with the limitations on subcontracting requirement as provided in the solicitation and the resultant contract, as follows:

(i) Services. In the case of a contract for services (except construction), the contractor will not pay more than 50% of the amount paid by the government to it to firms that are not VIP-listed SDVOSBs as set forth in 852.219-10 or VOSBs as set forth in 852.219-11. Any work that a similarly situated VIP-listed subcontractor further subcontracts will count towards the 50% subcontract amount that cannot be exceeded. Other direct costs may be excluded to the extent they are not the principal purpose of the acquisition and small business concerns do not provide the service as set forth in 13 CFR 125.6.

(ii) General construction. In the case of a contract for general construction, the contractor will not pay more than 85% of the amount paid by the government to it to firms that are not VIP-listed SDVOSBs as set forth in 852.219-10 or VOSBs as set forth in 852.219-11. Any work that a similarly situated VIP-listed subcontractor further subcontracts will count towards the 85% subcontract amount that cannot be exceeded. Cost of materials are excluded and not considered to be subcontracted.

(iii) Special trade construction contractors. In the case of a contract for special trade contractors, the contractor will not pay more than 75% of the amount paid by the government to it to firms that are not VIP-listed SDVOSBs as set forth in 852.219-10 or VOSBs as set forth in 852.219-11. Any work that a similarly situated subcontractor further subcontracts will count towards the 75% subcontract amount that cannot be exceeded. Cost of materials are excluded and not considered to be subcontracted.

(2) The offeror acknowledges that this certification concerns a matter within the jurisdiction of an Agency of the United States. The offeror further acknowledges that this certification is subject to Title 18, United States Code, Section 1001, and, as such, a false, fictitious, or fraudulent certification may render the offeror subject to criminal, civil, or administrative penalties, including prosecution.

(3) If VA determines that an SDVOSB/VOSB awarded a contract pursuant to 38 U.S.C. 8127 did not act in good faith, such SDVOSB/VOSB shall be subject to any or all of the following:

- (i) Referral to the VA Suspension and Debarment Committee;
- (ii) A fine under section 16(g)(1) of the Small Business Act (15 U.S.C. 645(g)(1)); and
- (iii) Prosecution for violating section 1001 of title 18.

(b) The offeror represents and understands that by submission of its offer and award of a contract it may be required to provide copies of documents or records to VA that VA may review

to determine whether the offeror complied with the limitations on subcontracting requirement specified in the contract. The Contracting Officer may, at their discretion, require the Contractor to demonstrate its compliance with the limitations on subcontracting at any time during performance and upon completion of a contract if the information regarding such compliance is not already available to the Contracting Officer. Evidence of compliance includes, but is not limited to, invoices, copies of subcontracts, or a list of the value of tasks performed.

(c) The offeror further agrees to cooperate fully and make available any documents or records as may be required to enable VA to determine compliance with the limitations on subcontracting requirement. The offeror understands that failure to provide documents as requested by VA may result in remedial action as the Government deems appropriate.

(d) Offeror completed certification/fill-in required. The formal certification must be completed, signed, and returned with the offeror's bid, quotation, or proposal. The Government will not consider offers for award from offerors that do not provide the certification, and all such responses will be deemed ineligible for evaluation and award.

Certification:

I hereby certify that if awarded the contract, *[insert name of offeror]* will comply with the limitations on subcontracting specified in this clause and in the resultant contract. I further certify that I am authorized to execute this certification on behalf of *[insert name of offeror]*.

Printed Name of Signee: _____

Printed Title of Signee: _____

Signature: _____

Date: _____

Company Name and Address: _____

(End of Clause)

C.12 VAAR 852.242-71 ADMINISTRATIVE CONTRACTING OFFICER (OCT 2020)

The Contracting Officer reserves the right to designate an Administrative Contracting Officer (ACO) for the purpose of performing certain tasks/duties in the administration of the contract. Such designation will be in writing through an ACO Letter of Delegation and will identify the responsibilities and limitations of the ACO. A copy of the ACO Letter of Delegation will be furnished to the Contractor.

(End of Clause)

C.13 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text

available. Also, the full text of a clause may be accessed electronically at this/these address(es):

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

(End of Clause)

<u>FAR Number</u>	<u>Title</u>	<u>Date</u>
52.204-13	SYSTEM FOR AWARD MANAGEMENT MAINTENANCE	OCT 2018
52.204-18	COMMERCIAL AND GOVERNMENT ENTITY CODE MAINTENANCE	AUG 2020
52.227-14	RIGHTS IN DATA—GENERAL	MAY 2014
52.232-40	PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS	NOV 2021
52.237-3	CONTINUITY OF SERVICES	JAN 1991

(End of Addendum to 52.212-4)

C.14 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS—COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (MAY 2022) (JUL 2020) (DEVIATION)

(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 products and commercial services:

(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) 52.204–23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (NOV 2021) (Section 1634 of Pub. L. 115–91).

(3) 52.204–25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (NOV 2021) (Section 889(a)(1)(A) of Pub. L. 115–232).

(4) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (NOV 2015).

(5) 52.233-3, Protest After Award (Aug 1996) (31 U.S.C. 3553).

(6) 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 products and commercial services:

(1) 52.203–6, Restrictions on Subcontractor Sales to the Government (JUN 2020), with Alternate I (NOV 2021) (41 U.S.C. 4704 and 10 U.S.C. 2402).

(2) 52.203–13, Contractor Code of Business Ethics and Conduct (NOV 2021) (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 (JUN 2020) (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. (NOV 2021) (31 U.S.C. 6101 note).

(9) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (Oct 2018) (41 U.S.C. 2313).

(10) [Reserved]

(11) 52.219–3, Notice of HUBZone Set-Aside or Sole-Source Award (SEP 2021) (15 U.S.C. 657a).

(12) 52.219–4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (SEP 2021) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

(13) [Reserved]

(14)(i) 52.219-6, Notice of Total Small Business Set-Aside (NOV 2020) (15 U.S.C. 644).

(ii) Alternate I (MAR 2020) of 52.219-6.

(15)(i) 52.219-7, Notice of Partial Small Business Set-Aside (NOV 2020) (15 U.S.C. 644).

(ii) Alternate I (MAR 2020) of 52.219-7.

(16) 52.219-8, Utilization of Small Business Concerns (Oct 2018) (15 U.S.C. 637(d)(2) and (3)).

- (17)(i) 52.219–9, Small Business Subcontracting Plan (NOV 2021) (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 (JUN 2020) of 52.219–9.
- (v) Alternate IV (SEP 2021) of 52.219–9.
- (18)(i) 52.219-13, Notice of Set-Aside of Orders (MAR 2020) (15 U.S.C. 644(r)).
- (ii) Alternate I (MAR 2020) of 52.219-13.
- (19) 52.219–14, Limitations on Subcontracting (SEP 2021) (15 U.S.C. 657s).
- (20) 52.219-16, Liquidated Damages—Subcontracting Plan (SEP 2021) (15 U.S.C. 637(d)(4)(F)(i)).
- (21) 52.219–27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (SEP 2021) (15 U.S.C. 657f).
- (22) (i) 52.219–28, Post-Award Small Business Program Rerepresentation (SEP 2021) (15 U.S.C. 632(a)(2)).
- (ii) Alternate I (MAR 2020) of 52.219–28.
- (23) 52.219–29, Notice of Set-Aside for, or Sole-Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (SEP 2021) (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 (SEP 2021) (15 U.S.C. 637(m)).
- (25) 52.219-32, Orders Issued Directly Under Small Business Reserves (MAR 2020) (15 U.S.C. 644(r)).
- (26) (26) 52.219–33, Nonmanufacturer Rule (SEP 2021) (15 U.S.C. 657s).
- (27) 52.222-3, Convict Labor (June 2003) (E.O. 11755).
- (28) 52.222–19, Child Labor—Cooperation with Authorities and Remedies (JUL 2020) (DEVIATION) (E.O. 13126).
- (29) 52.222-21, Prohibition of Segregated Facilities (APR 2015).
- (30)(i) 52.222–26, Equal Opportunity (SEP 2016) (E.O. 11246).
- (ii) Alternate I (FEB 1999) of 52.222-26.
- (31)(i) 52.222–35, Equal Opportunity for Veterans (JUN 2020) (38 U.S.C. 4212).
- (ii) Alternate I (JULY 2014) of 52.222-35.

(32)(i) 52.222–36, Equal Opportunity for Workers with Disabilities (JUN 2020) (29 U.S.C. 793).

(ii) Alternate I (JULY 2014) of 52.222-36.

(33) 52.222–37, Employment Reports on Veterans (JUN 2020) (38 U.S.C. 4212).

(34) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496).

(35)(i) 52.222-50, Combating Trafficking in Persons (NOV 2021) (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).

(36) 52.222-54, Employment Eligibility Verification (MAY 2022). (E. O. 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial products or commercial services as prescribed in FAR 22.1803.)

(37)(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.)

(38) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (JUN 2016) (E.O. 13693).

(39) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (JUN 2016) (E.O. 13693).

(40)(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.

(41)(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.

(42) 52.223-15, Energy Efficiency in Energy-Consuming Products (MAY 2020) (42 U.S.C. 8259b).

(43)(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.

(44) 52.223–18, Encouraging Contractor Policies to Ban Text Messaging While Driving (JUN 2020) (E.O. 13513).

- (45) 52.223-20, Aerosols (JUN 2016) (E.O. 13693).
- (46) 52.223-21, Foams (JUN 2016) (E.O. 13693).
- (47) (i) 52.224-3, Privacy Training (JAN 2017) (5 U.S.C. 552a).
- (ii) Alternate I (JAN 2017) of 52.224-3.
- (48) 52.225-1, Buy American—Supplies (NOV 2021) (41 U.S.C. chapter 83).
- (49)(i) 52.225-3, Buy American—Free Trade Agreements—Israeli Trade Act (JUL 2020) (DEVIATION) (19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, 19 U.S.C chapter 29 (sections 4501-4732), 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 II (JUL 2020) (DEVIATION) of 52.225-3.
- (iii) Alternate III (JUL 2020) (DEVIATION) of 52.225-3.
- (50) 52.225–5, Trade Agreements (JUL 2020) (DEVIATION) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).
- (51) 52.225-13, Restrictions on Certain Foreign Purchases (FEB 2021) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
- (52) 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).
- (53) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).
- (54) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).
- (55) 52.229–12, Tax on Certain Foreign Procurements (FEB 2021).
- (56) 52.232-29, Terms for Financing of Purchases of Commercial Products and Commercial Services (NOV 2021) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).
- (57) 52.232-30, Installment Payments for Commercial Products and Commercial Services (NOV 2021) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).
- (58) 52.232-33, Payment by Electronic Funds Transfer—System for Award Management (Oct 2018) (31 U.S.C. 3332).
- (59) 52.232-34, Payment by Electronic Funds Transfer—Other than System for Award Management (Jul 2013) (31 U.S.C. 3332).
- (60) 52.232-40, Providing Accelerated Payments to Small Business Subcontractors (DEC 2013) (DEVIATION AUG 2020) (31 U.S.C. 3903 and 10 U.S.C 2307).

(61) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).

(62) 52.242-5, Payments to Small Business Subcontractors (JAN 2017)(15 U.S.C. 637(d)(13)).

(63)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (NOV 2021) (46 U.S.C. 55305 and 10 U.S.C. 2631).

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

(iii) Alternate II (NOV 2021) 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 products and commercial services:

(1) 52.222-41, Service Contract Labor Standards (AUG 2018) (41 U.S.C. chapter 67).

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

Employee Class For illustrative purposes only 12210 - Nuclear Medicine Technologist	Monetary Wage-Fringe Benefits GS - 12
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(3) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards—Price Adjustment (Multiple Year and Option Contracts) (AUG 2018) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

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

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

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

(7) 52.222-55, Minimum Wages for Contractor Workers Under Executive Order 14026 (JAN 2022).

(8) 52.222-62, Paid Sick Leave Under Executive Order 13706 (JAN 2022) (E.O. 13706).

(9) 52.226–6, Promoting Excess Food Donation to Nonprofit Organizations (JUN 2020) (42 U.S.C. 1792).

(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, as defined in FAR 2.101, on the date of award of this contract, 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 products or commercial services. 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 (NOV 2021) (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) 52.204–23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (NOV 2021) (Section 1634 of Pub. L. 115–91).

(iv) 52.204–25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (NOV 2021) (Section 889(a)(1)(A) of Pub. L. 115–232).

(v) 52.219–8, Utilization of Small Business Concerns (Oct 2018) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds the applicable threshold specified in FAR 19.702(a) on the date of subcontract award, the subcontractor must include 52.219–8 in lower tier subcontracts that offer subcontracting opportunities.

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

(vii) 52.222–26, Equal Opportunity (SEP 2016) (E.O. 11246).

(viii) 52.222–35, Equal Opportunity for Veterans (JUN 2020) (38 U.S.C. 4212).

(ix) 52.222–36, Equal Opportunity for Workers with Disabilities (JUN 2020) (29 U.S.C. 793).

(x) 52.222–37, Employment Reports on Veterans (JUN 2020) (38 U.S.C. 4212).

(xi) 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.

(xii) 52.222-41, Service Contract Labor Standards (AUG 2018) (41 U.S.C. chapter 67).

(xiii)(A) 52.222-50, Combating Trafficking in Persons (NOV 2021) (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).

(xiv) 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).

(xv) 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).

(xvi) 52.222-54, Employment Eligibility Verification (MAY 2022) (E. O. 12989).

(xvii) 52.222-55, Minimum Wages for Contractor Workers Under Executive Order 14026 (JAN 2022).

(xviii) 52.222-62 Paid Sick Leave Under Executive Order 13706 (JAN 2022) (E.O. 13706).

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

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

(xx) 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).

(xxi) 52.226–6, Promoting Excess Food Donation to Nonprofit Organizations (JUN 2020) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xxii) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (NOV 2021) (46 U.S.C. 55305 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 products and commercial services a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of Clause)

SECTION D - CONTRACT DOCUMENTS, EXHIBITS, OR ATTACHMENTS

D.1 WAGE DETERMINATIONS

REGISTER OF WAGE DETERMINATIONS UNDER THE SERVICE CONTRACT ACT By direction of the Secretary of Labor		U.S. DEPARTMENT OF LABOR EMPLOYMENT STANDARDS ADMINISTRATION WAGE AND HOUR DIVISION WASHINGTON D.C. 20210
		Wage Determination No.: 2015-5369
Daniel W. Simms	Division of	Revision No.: 18
Director	Wage Determinations	Date Of Last Revision: 08/04/2022

Note: Contracts subject to the Service Contract Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658.

If the contract is entered into on or after January 30 2022 or the contract is renewed or extended (e.g. an option is exercised) on or after January 30 2022:		With certain exceptions Executive Order 14026 applies to the contract. The contractor must pay all covered workers at least \$15.00 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 2022.
If the contract was awarded on or between January 1 2015 and January 29 2022 and the contract is not renewed or extended on or after January 30 2022:		With certain exceptions Executive Order 13658 applies to the contract. The contractor must pay all covered workers at least \$11.25 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 2022.

The applicable Executive Order minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the Executive Orders is available at <https://www.dol.gov/agencies/whd/government-contracts>.

State: South Dakota

Area: South Dakota Counties of Lincoln McCook Minnehaha Turner

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

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		14.55***
01012 - Accounting Clerk II		16.33

01013	- Accounting Clerk III	18.27
01020	- Administrative Assistant	22.72
01035	- Court Reporter	18.14
01041	- Customer Service Representative I	14.49***
01042	- Customer Service Representative II	15.81
01043	- Customer Service Representative III	17.74
01051	- Data Entry Operator I	13.23***
01052	- Data Entry Operator II	14.44***
01060	- Dispatcher Motor Vehicle	17.90
01070	- Document Preparation Clerk	18.13
01090	- Duplicating Machine Operator	18.13
01111	- General Clerk I	13.12***
01112	- General Clerk II	14.32***
01113	- General Clerk III	16.07
01120	- Housing Referral Assistant	20.22
01141	- Messenger Courier	13.01***
01191	- Order Clerk I	16.26
01192	- Order Clerk II	17.74
01261	- Personnel Assistant (Employment) I	16.33
01262	- Personnel Assistant (Employment) II	18.27
01263	- Personnel Assistant (Employment) III	20.37
01270	- Production Control Clerk	19.12
01290	- Rental Clerk	14.45***
01300	- Scheduler Maintenance	16.23
01311	- Secretary I	16.23
01312	- Secretary II	18.14
01313	- Secretary III	20.22
01320	- Service Order Dispatcher	16.00
01410	- Supply Technician	22.72
01420	- Survey Worker	17.01
01460	- Switchboard Operator/Receptionist	14.16***
01531	- Travel Clerk I	17.49
01532	- Travel Clerk II	18.55
01533	- Travel Clerk III	19.61
01611	- Word Processor I	14.44***
01612	- Word Processor II	16.23
01613	- Word Processor III	18.14
05000	- Automotive Service Occupations	
05005	- Automobile Body Repairer Fiberglass	23.09
05010	- Automotive Electrician	21.69
05040	- Automotive Glass Installer	20.43
05070	- Automotive Worker	20.43
05110	- Mobile Equipment Servicer	17.94
05130	- Motor Equipment Metal Mechanic	22.97
05160	- Motor Equipment Metal Worker	20.43
05190	- Motor Vehicle Mechanic	22.97
05220	- Motor Vehicle Mechanic Helper	16.74
05250	- Motor Vehicle Upholstery Worker	19.15
05280	- Motor Vehicle Wrecker	20.43
05310	- Painter Automotive	21.69
05340	- Radiator Repair Specialist	20.43
05370	- Tire Repairer	15.21
05400	- Transmission Repair Specialist	22.97
07000	- Food Preparation And Service Occupations	
07010	- Baker	17.23
07041	- Cook I	14.38***
07042	- Cook II	16.38
07070	- Dishwasher	11.42***
07130	- Food Service Worker	11.89***
07210	- Meat Cutter	17.55
07260	- Waiter/Waitress	11.04***
09000	- Furniture Maintenance And Repair Occupations	
09010	- Electrostatic Spray Painter	18.05
09040	- Furniture Handler	11.30***
09080	- Furniture Refinisher	16.98
09090	- Furniture Refinisher Helper	13.23***
09110	- Furniture Repairer Minor	15.00

09130 - Upholsterer	16.98
11000 - General Services And Support Occupations	
11030 - Cleaner Vehicles	14.18***
11060 - Elevator Operator	14.18***
11090 - Gardener	19.86
11122 - Housekeeping Aide	14.18***
11150 - Janitor	14.18***
11210 - Laborer Grounds Maintenance	15.81
11240 - Maid or Houseman	11.45***
11260 - Pruner	14.29***
11270 - Tractor Operator	18.52
11330 - Trail Maintenance Worker	15.81
11360 - Window Cleaner	15.67
12000 - Health Occupations	
12010 - Ambulance Driver	17.39
12011 - Breath Alcohol Technician	18.95
12012 - Certified Occupational Therapist Assistant	21.21
12015 - Certified Physical Therapist Assistant	20.91
12020 - Dental Assistant	23.07
12025 - Dental Hygienist	37.44
12030 - EKG Technician	26.05
12035 - Electroneurodiagnostic Technologist	26.05
12040 - Emergency Medical Technician	17.39
12071 - Licensed Practical Nurse I	16.94
12072 - Licensed Practical Nurse II	18.95
12073 - Licensed Practical Nurse III	21.12
12100 - Medical Assistant	14.74***
12130 - Medical Laboratory Technician	23.86
12160 - Medical Record Clerk	20.20
12190 - Medical Record Technician	22.60
12195 - Medical Transcriptionist	18.50
12210 - Nuclear Medicine Technologist	34.40
12221 - Nursing Assistant I	11.33***
12222 - Nursing Assistant II	12.73***
12223 - Nursing Assistant III	13.89***
12224 - Nursing Assistant IV	15.59
12235 - Optical Dispenser	17.62
12236 - Optical Technician	17.07
12250 - Pharmacy Technician	17.64
12280 - Phlebotomist	15.40
12305 - Radiologic Technologist	28.01
12311 - Registered Nurse I	23.85
12312 - Registered Nurse II	29.18
12313 - Registered Nurse II Specialist	29.18
12314 - Registered Nurse III	35.31
12315 - Registered Nurse III Anesthetist	35.31
12316 - Registered Nurse IV	42.32
12317 - Scheduler (Drug and Alcohol Testing)	23.47
12320 - Substance Abuse Treatment Counselor	20.22
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	17.33
13012 - Exhibits Specialist II	21.46
13013 - Exhibits Specialist III	26.26
13041 - Illustrator I	17.33
13042 - Illustrator II	21.46
13043 - Illustrator III	26.26
13047 - Librarian	23.77
13050 - Library Aide/Clerk	13.80***
13054 - Library Information Technology Systems Administrator	21.46
13058 - Library Technician	14.45***
13061 - Media Specialist I	15.48
13062 - Media Specialist II	17.33
13063 - Media Specialist III	19.32
13071 - Photographer I	16.08
13072 - Photographer II	17.99
13073 - Photographer III	22.28

13074 - Photographer IV	27.26
13075 - Photographer V	32.97
13090 - Technical Order Library Clerk	17.33
13110 - Video Teleconference Technician	16.46
14000 - Information Technology Occupations	
14041 - Computer Operator I	15.05
14042 - Computer Operator II	16.84
14043 - Computer Operator III	18.77
14044 - Computer Operator IV	20.86
14045 - Computer Operator V	23.10
14071 - Computer Programmer I	(see 1) 19.51
14072 - Computer Programmer II	(see 1) 24.18
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	15.51
14160 - Personal Computer Support Technician	22.57
14170 - System Support Specialist	23.10
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	30.93
15020 - Aircrew Training Devices Instructor (Rated)	37.42
15030 - Air Crew Training Devices Instructor (Pilot)	44.74
15050 - Computer Based Training Specialist / Instructor	30.93
15060 - Educational Technologist	29.28
15070 - Flight Instructor (Pilot)	44.74
15080 - Graphic Artist	19.72
15085 - Maintenance Test Pilot Fixed Jet/Prop	44.74
15086 - Maintenance Test Pilot Rotary Wing	44.74
15088 - Non-Maintenance Test/Co-Pilot	44.74
15090 - Technical Instructor	20.36
15095 - Technical Instructor/Course Developer	24.91
15110 - Test Proctor	16.44
15120 - Tutor	16.44
16000 - Laundry Dry-Cleaning Pressing And Related Occupations	
16010 - Assembler	10.88***
16030 - Counter Attendant	10.88***
16040 - Dry Cleaner	12.44***
16070 - Finisher Flatwork Machine	10.88***
16090 - Presser Hand	10.88***
16110 - Presser Machine Drycleaning	10.88***
16130 - Presser Machine Shirts	10.88***
16160 - Presser Machine Wearing Apparel Laundry	10.88***
16190 - Sewing Machine Operator	12.96***
16220 - Tailor	13.48***
16250 - Washer Machine	11.40***
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	23.47
19040 - Tool And Die Maker	28.75
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	18.51
21030 - Material Coordinator	19.12
21040 - Material Expediter	19.12
21050 - Material Handling Laborer	14.49***
21071 - Order Filler	14.24***
21080 - Production Line Worker (Food Processing)	18.51
21110 - Shipping Packer	17.74
21130 - Shipping/Receiving Clerk	17.74
21140 - Store Worker I	12.56***
21150 - Stock Clerk	16.78
21210 - Tools And Parts Attendant	18.51
21410 - Warehouse Specialist	18.51
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	30.44
23019 - Aircraft Logs and Records Technician	24.10
23021 - Aircraft Mechanic I	28.90

23022 - Aircraft Mechanic II	30.44
23023 - Aircraft Mechanic III	31.95
23040 - Aircraft Mechanic Helper	21.06
23050 - Aircraft Painter	27.30
23060 - Aircraft Servicer	24.10
23070 - Aircraft Survival Flight Equipment Technician	27.30
23080 - Aircraft Worker	25.71
23091 - Aircrew Life Support Equipment (ALSE) Mechanic I	25.71
23092 - Aircrew Life Support Equipment (ALSE) Mechanic II	28.90
23110 - Appliance Mechanic	24.15
23120 - Bicycle Repairer	18.36
23125 - Cable Splicer	41.53
23130 - Carpenter Maintenance	18.43
23140 - Carpet Layer	22.74
23160 - Electrician Maintenance	24.08
23181 - Electronics Technician Maintenance I	22.92
23182 - Electronics Technician Maintenance II	24.34
23183 - Electronics Technician Maintenance III	25.77
23260 - Fabric Worker	21.32
23290 - Fire Alarm System Mechanic	28.97
23310 - Fire Extinguisher Repairer	19.96
23311 - Fuel Distribution System Mechanic	29.56
23312 - Fuel Distribution System Operator	21.92
23370 - General Maintenance Worker	19.05
23380 - Ground Support Equipment Mechanic	28.90
23381 - Ground Support Equipment Servicer	24.10
23382 - Ground Support Equipment Worker	25.71
23391 - Gunsmith I	19.96
23392 - Gunsmith II	22.74
23393 - Gunsmith III	25.56
23410 - Heating Ventilation And Air-Conditioning Mechanic	25.75
23411 - Heating Ventilation And Air Contidioning Mechanic (Research Facility)	27.12
23430 - Heavy Equipment Mechanic	24.93
23440 - Heavy Equipment Operator	23.09
23460 - Instrument Mechanic	25.56
23465 - Laboratory/Shelter Mechanic	24.15
23470 - Laborer	14.49***
23510 - Locksmith	24.15
23530 - Machinery Maintenance Mechanic	23.38
23550 - Machinist Maintenance	18.99
23580 - Maintenance Trades Helper	18.62
23591 - Metrology Technician I	25.56
23592 - Metrology Technician II	26.92
23593 - Metrology Technician III	28.26
23640 - Millwright	28.20
23710 - Office Appliance Repairer	22.42
23760 - Painter Maintenance	18.13
23790 - Pipefitter Maintenance	24.43
23810 - Plumber Maintenance	23.08
23820 - Pneudraulic Systems Mechanic	25.56
23850 - Rigger	25.56
23870 - Scale Mechanic	22.74
23890 - Sheet-Metal Worker Maintenance	24.14
23910 - Small Engine Mechanic	19.80
23931 - Telecommunications Mechanic I	29.39
23932 - Telecommunications Mechanic II	30.93
23950 - Telephone Lineman	23.45
23960 - Welder Combination Maintenance	20.93
23965 - Well Driller	25.56
23970 - Woodcraft Worker	25.56
23980 - Woodworker	19.96
24000 - Personal Needs Occupations	
24550 - Case Manager	14.00***

24570 - Child Care Attendant	10.96***
24580 - Child Care Center Clerk	13.67***
24610 - Chore Aide	13.89***
24620 - Family Readiness And Support Services Coordinator	14.00***
24630 - Homemaker	15.28
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	24.81
25040 - Sewage Plant Operator	24.72
25070 - Stationary Engineer	24.81
25190 - Ventilation Equipment Tender	17.89
25210 - Water Treatment Plant Operator	24.72
27000 - Protective Service Occupations	
27004 - Alarm Monitor	16.51
27007 - Baggage Inspector	14.76***
27008 - Corrections Officer	22.58
27010 - Court Security Officer	24.60
27030 - Detection Dog Handler	16.51
27040 - Detention Officer	22.58
27070 - Firefighter	27.32
27101 - Guard I	14.76***
27102 - Guard II	16.51
27131 - Police Officer I	27.91
27132 - Police Officer II	31.02
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	14.34***
28042 - Carnival Equipment Repairer	15.37
28043 - Carnival Worker	11.07***
28210 - Gate Attendant/Gate Tender	19.38
28310 - Lifeguard	12.11***
28350 - Park Attendant (Aide)	21.69
28510 - Recreation Aide/Health Facility Attendant	15.83
28515 - Recreation Specialist	26.42
28630 - Sports Official	17.27
28690 - Swimming Pool Operator	17.50
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	24.83
29020 - Hatch Tender	24.83
29030 - Line Handler	24.83
29041 - Stevedore I	23.28
29042 - Stevedore II	26.37
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist Center (HFO) (see 2)	41.26
30011 - Air Traffic Control Specialist Station (HFO) (see 2)	28.46
30012 - Air Traffic Control Specialist Terminal (HFO) (see 2)	31.33
30021 - Archeological Technician I	18.40
30022 - Archeological Technician II	20.59
30023 - Archeological Technician III	25.51
30030 - Cartographic Technician	25.51
30040 - Civil Engineering Technician	23.58
30051 - Cryogenic Technician I	28.25
30052 - Cryogenic Technician II	31.20
30061 - Drafter/CAD Operator I	18.40
30062 - Drafter/CAD Operator II	20.59
30063 - Drafter/CAD Operator III	22.95
30064 - Drafter/CAD Operator IV	28.25
30081 - Engineering Technician I	15.90
30082 - Engineering Technician II	17.84
30083 - Engineering Technician III	19.97
30084 - Engineering Technician IV	24.73
30085 - Engineering Technician V	30.26
30086 - Engineering Technician VI	36.61
30090 - Environmental Technician	25.51
30095 - Evidence Control Specialist	25.51
30210 - Laboratory Technician	22.95
30221 - Latent Fingerprint Technician I	28.25
30222 - Latent Fingerprint Technician II	31.20

30240 - Mathematical Technician	26.91
30361 - Paralegal/Legal Assistant I	19.59
30362 - Paralegal/Legal Assistant II	24.26
30363 - Paralegal/Legal Assistant III	29.68
30364 - Paralegal/Legal Assistant IV	35.90
30375 - Petroleum Supply Specialist	31.20
30390 - Photo-Optics Technician	25.51
30395 - Radiation Control Technician	31.20
30461 - Technical Writer I	24.39
30462 - Technical Writer II	29.84
30463 - Technical Writer III	36.09
30491 - Unexploded Ordnance (UXO) Technician I	26.22
30492 - Unexploded Ordnance (UXO) Technician II	31.73
30493 - Unexploded Ordnance (UXO) Technician III	38.03
30494 - Unexploded (UXO) Safety Escort	26.22
30495 - Unexploded (UXO) Sweep Personnel	26.22
30501 - Weather Forecaster I	28.25
30502 - Weather Forecaster II	34.36
30620 - Weather Observer Combined Upper Air Or Surface Programs	(see 2) 22.95
30621 - Weather Observer Senior	(see 2) 25.51
31000 - Transportation/Mobile Equipment Operation Occupations	
31010 - Airplane Pilot	31.73
31020 - Bus Aide	13.92***
31030 - Bus Driver	18.62
31043 - Driver Courier	17.21
31260 - Parking and Lot Attendant	13.63***
31290 - Shuttle Bus Driver	17.17
31310 - Taxi Driver	14.57***
31361 - Truckdriver Light	18.45
31362 - Truckdriver Medium	19.70
31363 - Truckdriver Heavy	23.27
31364 - Truckdriver Tractor-Trailer	23.27
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	15.47
99030 - Cashier	11.67***
99050 - Desk Clerk	11.37***
99095 - Embalmer	35.28
99130 - Flight Follower	26.22
99251 - Laboratory Animal Caretaker I	17.57
99252 - Laboratory Animal Caretaker II	18.83
99260 - Marketing Analyst	29.33
99310 - Mortician	35.28
99410 - Pest Controller	20.79
99510 - Photofinishing Worker	14.28***
99710 - Recycling Laborer	16.09
99711 - Recycling Specialist	18.86
99730 - Refuse Collector	14.56***
99810 - Sales Clerk	14.06***
99820 - School Crossing Guard	13.95***
99830 - Survey Party Chief	22.43
99831 - Surveying Aide	14.78***
99832 - Surveying Technician	20.24
99840 - Vending Machine Attendant	18.07
99841 - Vending Machine Repairer	22.06
99842 - Vending Machine Repairer Helper	18.07

***Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$15.00 per hour) or 13658 (\$11.25 per hour). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 and 13658 are not currently being enforced as to contracts or contract-like instruments entered into with the federal government in connection with seasonal recreational services or

seasonal recreational equipment rental for the general public on federal lands.

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.

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$4.80 per hour up to 40 hours per week or \$192.00 per week or \$832.00 per month

HEALTH & WELFARE EO 13706: \$4.41 per hour up to 40 hours per week or \$176.40 per week or \$764.40 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 10 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. (See 29 CFR 4.173)

HOLIDAYS: A minimum of eleven paid holidays per year: New Year's Day Martin Luther King Jr.'s Birthday Washington's Birthday Memorial Day Juneteenth National Independence 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: This wage determination does not apply to any individual employed in a bona fide executive administrative or professional capacity as defined in 29 C.F.R. Part 541. (See 41 C.F.R. 6701(3)). Because most Computer Systems Analysts and Computer Programmers who are paid at least \$27.63 per hour (or at least \$684 per week if paid on a salary or fee basis) likely qualify as exempt computer professionals under 29 U.S.C. 213(a)(1) and 29 U.S.C. 213(a)(17) this wage determination may not include wage rates for all occupations within those job families. In such instances a conformance will be necessary if there are nonexempt employees in these job families working on the contract.

Job titles vary widely and change quickly in the computer industry and are not determinative of whether an employee is an exempt computer professional. To be exempt computer employees who satisfy the compensation requirements must also have a primary duty that 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).

Any computer employee who meets the applicable compensation requirements and the above duties test qualifies as an exempt computer professional under both section 13(a) (1) and section 13(a) (17) of the Fair Labor Standards Act. (Field Assistance Bulletin No. 2006-3 (Dec. 14 2006)). Accordingly this wage determination will not apply to any exempt computer employee regardless of which of these two exemptions is utilized.

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)).

REGISTER OF WAGE DETERMINATIONS UNDER THE SERVICE CONTRACT ACT		U.S. DEPARTMENT OF LABOR
By direction of the Secretary of Labor		EMPLOYMENT STANDARDS ADMINISTRATION
		WAGE AND HOUR DIVISION
		WASHINGTON D.C. 20210
		Wage Determination No.: 2015-5009
Daniel W. Simms		Revision No.: 20
Director		Date Of Last Revision: 07/07/2022

Note: Contracts subject to the Service Contract Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658.

If the contract is entered into on or after January 30 2022 or the contract is renewed or extended (e.g. an option is exercised) on or after January 30 2022:		With certain exceptions Executive Order 14026 applies to the contract. The contractor must pay all covered workers at least \$15.00 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 2022.
If the contract was awarded on or between January 1 2015 and January 29 2022 and the contract is not renewed or extended on or after January 30 2022:		With certain exceptions Executive Order 13658 applies to the contract. The contractor must pay all covered workers at least \$11.25 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 2022.

The applicable Executive Order minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the Executive Orders is available at <https://www.dol.gov/agencies/whd/government-contracts>.

State: South Dakota

Area: South Dakota County of Union

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		15.20
01012 - Accounting Clerk II		17.07
01013 - Accounting Clerk III		19.09
01020 - Administrative Assistant		23.26
01035 - Court Reporter		18.70
01041 - Customer Service Representative I		12.93***
01042 - Customer Service Representative II		14.11***
01043 - Customer Service Representative III		15.83
01051 - Data Entry Operator I		13.64***
01052 - Data Entry Operator II		14.89***
01060 - Dispatcher Motor Vehicle		23.23
01070 - Document Preparation Clerk		14.89***
01090 - Duplicating Machine Operator		14.89***
01111 - General Clerk I		14.28***
01112 - General Clerk II		15.58
01113 - General Clerk III		17.48
01120 - Housing Referral Assistant		20.84
01141 - Messenger Courier		12.14***

01191 - Order Clerk I	17.22
01192 - Order Clerk II	18.78
01261 - Personnel Assistant (Employment) I	16.13
01262 - Personnel Assistant (Employment) II	18.05
01263 - Personnel Assistant (Employment) III	20.12
01270 - Production Control Clerk	25.61
01290 - Rental Clerk	13.99***
01300 - Scheduler Maintenance	16.72
01311 - Secretary I	16.72
01312 - Secretary II	18.70
01313 - Secretary III	20.84
01320 - Service Order Dispatcher	20.08
01410 - Supply Technician	23.26
01420 - Survey Worker	16.38
01460 - Switchboard Operator/Receptionist	14.34***
01531 - Travel Clerk I	13.43***
01532 - Travel Clerk II	14.25***
01533 - Travel Clerk III	15.15
01611 - Word Processor I	14.89***
01612 - Word Processor II	16.72
01613 - Word Processor III	18.70
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer Fiberglass	21.69
05010 - Automotive Electrician	21.49
05040 - Automotive Glass Installer	20.42
05070 - Automotive Worker	20.42
05110 - Mobile Equipment Servicer	18.12
05130 - Motor Equipment Metal Mechanic	22.39
05160 - Motor Equipment Metal Worker	20.42
05190 - Motor Vehicle Mechanic	22.39
05220 - Motor Vehicle Mechanic Helper	16.95
05250 - Motor Vehicle Upholstery Worker	19.26
05280 - Motor Vehicle Wrecker	20.42
05310 - Painter Automotive	21.49
05340 - Radiator Repair Specialist	20.42
05370 - Tire Repairer	15.40
05400 - Transmission Repair Specialist	22.39
07000 - Food Preparation And Service Occupations	
07010 - Baker	15.10
07041 - Cook I	13.93***
07042 - Cook II	15.69
07070 - Dishwasher	11.14***
07130 - Food Service Worker	11.31***
07210 - Meat Cutter	14.16***
07260 - Waiter/Waitress	10.46***
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	19.60
09040 - Furniture Handler	13.38***
09080 - Furniture Refinisher	19.60
09090 - Furniture Refinisher Helper	15.45
09110 - Furniture Repairer Minor	17.56
09130 - Upholsterer	19.60
11000 - General Services And Support Occupations	
11030 - Cleaner Vehicles	14.39***
11060 - Elevator Operator	14.39***
11090 - Gardener	18.10
11122 - Housekeeping Aide	15.60
11150 - Janitor	15.60
11210 - Laborer Grounds Maintenance	14.66***
11240 - Maid or Houseman	13.38***
11260 - Pruner	13.50***
11270 - Tractor Operator	16.93
11330 - Trail Maintenance Worker	14.66***
11360 - Window Cleaner	16.94
12000 - Health Occupations	
12010 - Ambulance Driver	18.18
12011 - Breath Alcohol Technician	20.00

12012 - Certified Occupational Therapist Assistant	27.81
12015 - Certified Physical Therapist Assistant	25.80
12020 - Dental Assistant	22.42
12025 - Dental Hygienist	37.03
12030 - EKG Technician	29.46
12035 - Electroneurodiagnostic Technologist	29.46
12040 - Emergency Medical Technician	18.18
12071 - Licensed Practical Nurse I	18.12
12072 - Licensed Practical Nurse II	20.27
12073 - Licensed Practical Nurse III	22.60
12100 - Medical Assistant	17.59
12130 - Medical Laboratory Technician	22.78
12160 - Medical Record Clerk	15.95
12190 - Medical Record Technician	18.17
12195 - Medical Transcriptionist	18.30
12210 - Nuclear Medicine Technologist	44.56
12221 - Nursing Assistant I	12.01***
12222 - Nursing Assistant II	13.50***
12223 - Nursing Assistant III	14.73***
12224 - Nursing Assistant IV	16.55
12235 - Optical Dispenser	18.51
12236 - Optical Technician	18.12
12250 - Pharmacy Technician	17.53
12280 - Phlebotomist	15.16
12305 - Radiologic Technologist	26.75
12311 - Registered Nurse I	23.80
12312 - Registered Nurse II	29.11
12313 - Registered Nurse II Specialist	29.11
12314 - Registered Nurse III	35.21
12315 - Registered Nurse III Anesthetist	35.21
12316 - Registered Nurse IV	42.21
12317 - Scheduler (Drug and Alcohol Testing)	24.77
12320 - Substance Abuse Treatment Counselor	19.31
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	17.43
13012 - Exhibits Specialist II	21.59
13013 - Exhibits Specialist III	26.41
13041 - Illustrator I	17.43
13042 - Illustrator II	21.59
13043 - Illustrator III	26.41
13047 - Librarian	23.91
13050 - Library Aide/Clerk	13.06***
13054 - Library Information Technology Systems Administrator	21.59
13058 - Library Technician	17.15
13061 - Media Specialist I	15.58
13062 - Media Specialist II	17.43
13063 - Media Specialist III	19.43
13071 - Photographer I	16.45
13072 - Photographer II	18.40
13073 - Photographer III	22.79
13074 - Photographer IV	27.89
13075 - Photographer V	33.74
13090 - Technical Order Library Clerk	16.65
13110 - Video Teleconference Technician	15.43
14000 - Information Technology Occupations	
14041 - Computer Operator I	15.54
14042 - Computer Operator II	17.44
14043 - Computer Operator III	19.38
14044 - Computer Operator IV	21.54
14045 - Computer Operator V	23.88
14071 - Computer Programmer I	(see 1) 19.46
14072 - Computer Programmer II	(see 1) 24.12
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		17.06
14160 - Personal Computer Support Technician		24.13
14170 - System Support Specialist		25.26
15000 - Instructional Occupations		
15010 - Aircrew Training Devices Instructor (Non-Rated)		30.93
15020 - Aircrew Training Devices Instructor (Rated)		37.42
15030 - Air Crew Training Devices Instructor (Pilot)		43.93
15050 - Computer Based Training Specialist / Instructor		30.93
15060 - Educational Technologist		34.06
15070 - Flight Instructor (Pilot)		43.93
15080 - Graphic Artist		19.96
15085 - Maintenance Test Pilot Fixed Jet/Prop		41.51
15086 - Maintenance Test Pilot Rotary Wing		41.51
15088 - Non-Maintenance Test/Co-Pilot		41.51
15090 - Technical Instructor		19.35
15095 - Technical Instructor/Course Developer		23.67
15110 - Test Proctor		15.62
15120 - Tutor		15.62
16000 - Laundry Dry-Cleaning Pressing And Related Occupations		
16010 - Assembler		11.40***
16030 - Counter Attendant		11.40***
16040 - Dry Cleaner		13.02***
16070 - Finisher Flatwork Machine		11.40***
16090 - Presser Hand		11.40***
16110 - Presser Machine Drycleaning		11.40***
16130 - Presser Machine Shirts		11.40***
16160 - Presser Machine Wearing Apparel Laundry		11.40***
16190 - Sewing Machine Operator		13.76***
16220 - Tailor		14.58***
16250 - Washer Machine		11.94***
19000 - Machine Tool Operation And Repair Occupations		
19010 - Machine-Tool Operator (Tool Room)		25.98
19040 - Tool And Die Maker		30.03
21000 - Materials Handling And Packing Occupations		
21020 - Forklift Operator		19.16
21030 - Material Coordinator		25.61
21040 - Material Expediter		25.61
21050 - Material Handling Laborer		18.18
21071 - Order Filler		14.98***
21080 - Production Line Worker (Food Processing)		19.16
21110 - Shipping Packer		17.88
21130 - Shipping/Receiving Clerk		17.88
21140 - Store Worker I		13.87***
21150 - Stock Clerk		17.65
21210 - Tools And Parts Attendant		19.16
21410 - Warehouse Specialist		19.16
23000 - Mechanics And Maintenance And Repair Occupations		
23010 - Aerospace Structural Welder		28.25
23019 - Aircraft Logs and Records Technician		23.28
23021 - Aircraft Mechanic I		27.06
23022 - Aircraft Mechanic II		28.25
23023 - Aircraft Mechanic III		29.14
23040 - Aircraft Mechanic Helper		20.49
23050 - Aircraft Painter		25.98
23060 - Aircraft Servicer		23.28
23070 - Aircraft Survival Flight Equipment Technician		25.98
23080 - Aircraft Worker		24.67
23091 - Aircrew Life Support Equipment (ALSE) Mechanic I		24.67
23092 - Aircrew Life Support Equipment (ALSE) Mechanic II		27.06
23110 - Appliance Mechanic		25.98
23120 - Bicycle Repairer		20.20
23125 - Cable Splicer		43.77
23130 - Carpenter Maintenance		20.55
23140 - Carpet Layer		24.67

23160 - Electrician Maintenance	27.83
23181 - Electronics Technician Maintenance I	24.67
23182 - Electronics Technician Maintenance II	25.98
23183 - Electronics Technician Maintenance III	27.06
23260 - Fabric Worker	23.28
23290 - Fire Alarm System Mechanic	27.06
23310 - Fire Extinguisher Repairer	21.90
23311 - Fuel Distribution System Mechanic	30.72
23312 - Fuel Distribution System Operator	24.46
23370 - General Maintenance Worker	22.42
23380 - Ground Support Equipment Mechanic	27.06
23381 - Ground Support Equipment Servicer	23.28
23382 - Ground Support Equipment Worker	24.67
23391 - Gunsmith I	21.90
23392 - Gunsmith II	24.67
23393 - Gunsmith III	27.06
23410 - Heating Ventilation And Air-Conditioning Mechanic	28.46
23411 - Heating Ventilation And Air Contidioning Mechanic (Research Facility)	29.71
23430 - Heavy Equipment Mechanic	26.62
23440 - Heavy Equipment Operator	23.20
23460 - Instrument Mechanic	27.06
23465 - Laboratory/Shelter Mechanic	25.98
23470 - Laborer	18.18
23510 - Locksmith	25.98
23530 - Machinery Maintenance Mechanic	27.45
23550 - Machinist Maintenance	22.54
23580 - Maintenance Trades Helper	20.49
23591 - Metrology Technician I	27.06
23592 - Metrology Technician II	28.25
23593 - Metrology Technician III	29.14
23640 - Millwright	28.75
23710 - Office Appliance Repairer	21.14
23760 - Painter Maintenance	18.03
23790 - Pipefitter Maintenance	28.65
23810 - Plumber Maintenance	27.51
23820 - Pneudraulic Systems Mechanic	27.06
23850 - Rigger	27.06
23870 - Scale Mechanic	24.67
23890 - Sheet-Metal Worker Maintenance	27.06
23910 - Small Engine Mechanic	24.67
23931 - Telecommunications Mechanic I	28.00
23932 - Telecommunications Mechanic II	29.23
23950 - Telephone Lineman	24.49
23960 - Welder Combination Maintenance	22.42
23965 - Well Driller	27.06
23970 - Woodcraft Worker	27.06
23980 - Woodworker	21.90
24000 - Personal Needs Occupations	
24550 - Case Manager	17.66
24570 - Child Care Attendant	11.05***
24580 - Child Care Center Clerk	13.78***
24610 - Chore Aide	14.14***
24620 - Family Readiness And Support Services Coordinator	17.66
24630 - Homemaker	17.66
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	26.60
25040 - Sewage Plant Operator	24.04
25070 - Stationary Engineer	26.60
25190 - Ventilation Equipment Tender	20.14
25210 - Water Treatment Plant Operator	24.04
27000 - Protective Service Occupations	
27004 - Alarm Monitor	22.69
27007 - Baggage Inspector	14.37***
27008 - Corrections Officer	22.24

27010 - Court Security Officer	23.25
27030 - Detection Dog Handler	16.08
27040 - Detention Officer	22.24
27070 - Firefighter	24.10
27101 - Guard I	14.37***
27102 - Guard II	16.08
27131 - Police Officer I	26.47
27132 - Police Officer II	29.42
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	13.79***
28042 - Carnival Equipment Repairer	14.75***
28043 - Carnival Worker	11.00***
28210 - Gate Attendant/Gate Tender	16.67
28310 - Lifeguard	13.39***
28350 - Park Attendant (Aide)	18.63
28510 - Recreation Aide/Health Facility Attendant	13.60***
28515 - Recreation Specialist	22.90
28630 - Sports Official	14.85***
28690 - Swimming Pool Operator	16.71
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	24.67
29020 - Hatch Tender	24.67
29030 - Line Handler	24.67
29041 - Stevedore I	23.28
29042 - Stevedore II	25.98
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist Center (HFO) (see 2)	41.27
30011 - Air Traffic Control Specialist Station (HFO) (see 2)	28.46
30012 - Air Traffic Control Specialist Terminal (HFO) (see 2)	31.33
30021 - Archeological Technician I	18.62
30022 - Archeological Technician II	20.83
30023 - Archeological Technician III	25.81
30030 - Cartographic Technician	25.81
30040 - Civil Engineering Technician	26.25
30051 - Cryogenic Technician I	28.27
30052 - Cryogenic Technician II	31.23
30061 - Drafter/CAD Operator I	18.62
30062 - Drafter/CAD Operator II	20.83
30063 - Drafter/CAD Operator III	23.22
30064 - Drafter/CAD Operator IV	28.58
30081 - Engineering Technician I	16.59
30082 - Engineering Technician II	18.62
30083 - Engineering Technician III	20.83
30084 - Engineering Technician IV	25.81
30085 - Engineering Technician V	31.57
30086 - Engineering Technician VI	38.19
30090 - Environmental Technician	25.81
30095 - Evidence Control Specialist	25.53
30210 - Laboratory Technician	23.22
30221 - Latent Fingerprint Technician I	28.27
30222 - Latent Fingerprint Technician II	31.23
30240 - Mathematical Technician	25.81
30361 - Paralegal/Legal Assistant I	19.49
30362 - Paralegal/Legal Assistant II	24.15
30363 - Paralegal/Legal Assistant III	29.54
30364 - Paralegal/Legal Assistant IV	35.74
30375 - Petroleum Supply Specialist	31.23
30390 - Photo-Optics Technician	25.81
30395 - Radiation Control Technician	31.23
30461 - Technical Writer I	25.81
30462 - Technical Writer II	31.57
30463 - Technical Writer III	38.19
30491 - Unexploded Ordnance (UXO) Technician I	26.22
30492 - Unexploded Ordnance (UXO) Technician II	31.73
30493 - Unexploded Ordnance (UXO) Technician III	38.03
30494 - Unexploded (UXO) Safety Escort	26.22
30495 - Unexploded (UXO) Sweep Personnel	26.22

30501 - Weather Forecaster I	28.58
30502 - Weather Forecaster II	34.76
30620 - Weather Observer Combined Upper Air Or Surface Programs	(see 2) 23.22
30621 - Weather Observer Senior	(see 2) 25.81
31000 - Transportation/Mobile Equipment Operation Occupations	
31010 - Airplane Pilot	31.73
31020 - Bus Aide	15.22
31030 - Bus Driver	19.97
31043 - Driver Courier	16.41
31260 - Parking and Lot Attendant	14.01***
31290 - Shuttle Bus Driver	16.85
31310 - Taxi Driver	15.22
31361 - Truckdriver Light	17.54
31362 - Truckdriver Medium	18.64
31363 - Truckdriver Heavy	23.25
31364 - Truckdriver Tractor-Trailer	23.25
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	15.47
99030 - Cashier	11.30***
99050 - Desk Clerk	11.62***
99095 - Embalmer	26.22
99130 - Flight Follower	26.22
99251 - Laboratory Animal Caretaker I	18.94
99252 - Laboratory Animal Caretaker II	20.25
99260 - Marketing Analyst	27.58
99310 - Mortician	26.22
99410 - Pest Controller	21.52
99510 - Photofinishing Worker	13.78***
99710 - Recycling Laborer	21.57
99711 - Recycling Specialist	24.91
99730 - Refuse Collector	19.88
99810 - Sales Clerk	13.11***
99820 - School Crossing Guard	15.10
99830 - Survey Party Chief	19.18
99831 - Surveying Aide	12.64***
99832 - Surveying Technician	17.31
99840 - Vending Machine Attendant	18.94
99841 - Vending Machine Repairer	22.81
99842 - Vending Machine Repairer Helper	18.94

***Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$15.00 per hour) or 13658 (\$11.25 per hour). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 and 13658 are not currently being enforced as to contracts or contract-like instruments entered into with the federal government in connection with seasonal recreational services or seasonal recreational equipment rental for the general public on federal lands.

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.

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$4.80 per hour up to 40 hours per week or \$192.00 per week or \$832.00 per month

HEALTH & WELFARE EO 13706: \$4.41 per hour up to 40 hours per week or \$176.40 per week or \$764.40 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 10 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. (See 29 CFR 4.173)

HOLIDAYS: A minimum of eleven paid holidays per year: New Year's Day Martin Luther King Jr.'s Birthday Washington's Birthday Memorial Day Juneteenth National Independence 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: This wage determination does not apply to any individual employed in a bona fide executive administrative or professional capacity as defined in 29 C.F.R. Part 541. (See 41 C.F.R. 6701(3)). Because most Computer Systems Analysts and Computer Programmers who are paid at least \$27.63 per hour (or at least \$684 per week if paid on a salary or fee basis) likely qualify as exempt computer professionals under 29 U.S.C. 213(a)(1) and 29 U.S.C. 213(a)(17) this wage determination may not include wage rates for all occupations within those job families. In such instances a conformance will be necessary if there are nonexempt employees in these job families working on the contract.

Job titles vary widely and change quickly in the computer industry and are not determinative of whether an employee is an exempt computer professional. To be exempt computer employees who satisfy the compensation requirements must also have a primary duty that 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).

Any computer employee who meets the applicable compensation requirements and the above duties test qualifies as an exempt computer professional under both section 13(a)(1) and section 13(a)(17) of the Fair Labor Standards Act. (Field Assistance Bulletin No. 2006-3 (Dec. 14 2006)). Accordingly this wage determination will not apply to any exempt computer employee regardless of which of these two exemptions is utilized.

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 PRODUCTS AND COMMERCIAL SERVICES (NOV 2021)

(a) *North American Industry Classification System (NAICS) code and small business size standard.* The NAICS code(s) and small business size standard(s) for this acquisition appear elsewhere in the solicitation. However, the small business size standard for a concern that submits an offer, other than on a construction or service acquisition, but proposes to furnish an end item that it did not itself manufacture, process, or produce is 500 employees if the acquisition—

(1) Is set aside for small business and has a value above the simplified acquisition threshold;

(2) Uses the HUBZone price evaluation preference regardless of dollar value, unless the offeror waives the price evaluation preference; or

(3) Is an 8(a), HUBZone, service-disabled veteran-owned, economically disadvantaged women-owned, or women-owned small business set-aside or sole-source award regardless of dollar value.

(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 Federal Acquisition Regulation (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 for the same or similar items 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 30 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 FAR subpart 4.10), or alternative commercial products or commercial services 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/>);

(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 that exceed the micro-purchase threshold, and offers at or below the micro-purchase threshold if the solicitation requires the Contractor to be registered in the System for Award Management (SAM).) 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 FAR 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 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 for establishing the unique entity identifier.

(k) [Reserved]

(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 products, the make and model of the product 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 PRODUCTS AND COMMERCIAL SERVICES

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:

Submission of offers. Offerors shall submit their quote to the Contracting Officer via email at angela.stewart438@va.gov prior to the closing date and time of the solicitation. It is the responsibility of the offeror to ensure their quote is received in its entirety by the Contracting Officer prior to the closing of the solicitation.

Offerors are urged and expected to inspect the site where services are to be performed and to satisfy themselves regarding all general and local conditions that may affect the cost of contract performance, to the extent that the information is reasonably obtainable. In no event shall failure to inspect the site constitute grounds for a claim after contract award.

Date of Site Visit: 12/01/2022

Time of Site Visit: 10:00am to 12:00pm Central Time

Address of Site Visit: 2501 W 22nd Street, Sioux Falls, SD 57105

Location of Site Visit: Building 5, Room 602A

VA Contact Person: Ashley Hanson

Phone Number: 605-336-3230 ext.5901

Email: Ashley.hanson@va.gov

NOTE: Visitors must check/sign in with Ashley before the site visit. Under no circumstances will a visitor be allowed to conduct a personal, unsupervised site visit. All questions must be addressed to the Contracting Officer in

writing. All interaction during the visit must be addressed with the VA guide/escort.

Questions regarding the solicitation shall be submitted to the Contracting Officer via email at angela.stewart438@va.gov prior to 12:00pm Central Time on December 2, 2022.

Procurement history can be researched at fpds.gov.

Offerors shall submit along with their quote information to be used to evaluate the offeror's quote in accordance with FAR Provision 52.212-2 Evaluation – Commercial Items.

FAILURE TO SUBMIT ANY OF THE REQUIRED INFORMATION, STATEMENTS, OR CERTIFICATIONS MAY RESULT IN REJECTION OF THE QUOTE WITHOUT FURTHER CONSIDERATION FOR AWARD.

E.2 52.204-24 REPRESENTATION REGARDING CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (NOV 2021)

The Offeror shall not complete the representation at paragraph (d)(1) of this provision if the Offeror has represented that it “does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument” in paragraph (c)(1) in the provision at 52.204–26, Covered Telecommunications Equipment or Services—Representation, or in paragraph (v)(2)(i) of the provision at 52.212–3, Offeror Representations and Certifications—Commercial Products and Commercial Services. The Offeror shall not complete the representation in paragraph (d)(2) of this provision if the Offeror has represented that it “does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services” in paragraph (c)(2) of the provision at 52.204–26, or in paragraph (v)(2)(ii) of the provision at 52.212–3.

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

Backhaul, covered telecommunications equipment or services, critical technology, interconnection arrangements, reasonable inquiry, roaming, and substantial or essential component have the meanings provided in the clause 52.204–25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) *Prohibition.* (1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115–232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Nothing in the prohibition shall be construed to—

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115–232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract or extending or renewing a contract with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract. Nothing in the prohibition shall be construed to—

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(c) *Procedures.* The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (<https://www.sam.gov>) for entities excluded from receiving federal awards for “covered telecommunications equipment or services.”

(d) *Representations.* The Offeror represents that—

(1) It [] will, [] will not provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract or other contractual instrument resulting from this solicitation. The Offeror shall provide the additional disclosure information required at paragraph (e)(1) of this section if the Offeror responds “will” in paragraph (d)(1) of this section; and

(2) After conducting a reasonable inquiry, for purposes of this representation, the Offeror represents that—

It [] does, [] does not use covered telecommunications equipment or services, or use any equipment, system, or service that uses covered telecommunications equipment or services. The Offeror shall provide the additional disclosure information required at paragraph (e)(2) of this section if the Offeror responds “does” in paragraph (d)(2) of this section.

(e) *Disclosures.* (1) Disclosure for the representation in paragraph (d)(1) of this provision. If the Offeror has responded “will” in the representation in paragraph (d)(1) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment—

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the original equipment manufacturer (OEM) or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(ii) For covered services—

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the Product Service Code (PSC) of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(2) Disclosure for the representation in paragraph (d)(2) of this provision. If the Offeror has responded “does” in the representation in paragraph (d)(2) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment—

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

(ii) For covered services—

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the PSC of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors

relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

(End of Provision)

E.3 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

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

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

(End of Provision)

<u>FAR Number</u>	<u>Title</u>	<u>Date</u>
52.204-7	SYSTEM FOR AWARD MANAGEMENT	OCT 2018
52.204-16	COMMERCIAL AND GOVERNMENT ENTITY CODE REPORTING	AUG 2020
52.229-11	TAX ON CERTAIN FOREIGN PROCUREMENTS—NOTICE AND REPRESENTATION	JUN 2020

(End of Addendum to 52.212-1)

E.4 52.212-2 EVALUATION—COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (NOV 2021)

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

Award will be made using the lowest price technically acceptable evaluation process, where the non-price factors are evaluated on an acceptable/unacceptable basis. Best value is expected to result from selection of the technically acceptable quote with the lowest evaluated price. Award will be made on the basis of the lowest evaluated price of quotes meeting or exceeding the acceptability standards for non-price factors.

The offeror must submit detailed information for each evaluation criteria below. The information within the quote must demonstrate that the offered services meet the minimum specifications found in the Statement of Work to be evaluated as acceptable. VA will evaluate the quotes on the basis of information furnished by the offeror in response to this solicitation.

The following technical factors shall be used to evaluate offers to determine technical acceptability.

Technical Factor 1: The contractor must have personnel who are fully qualified to provide the services as described within the solicitation. A qualified, certified diagnostic medical physicist is a person who is certified by the American Board of Radiology, American Board of Medical Physics, or the Canadian College of Physicists in Medicine. The contractor shall provide a copy of the certificate with their quote to demonstrate their ability to provide this requirement to VA.

Technical Factor 2: The contractor must have the ability to perform on-site services within 24-hours of notice from the VA. The contractor shall provide a copy of the certificate with their quote to demonstrate their ability to provide this requirement to VA.

FAILURE TO SUBMIT ANY OF THE REQUIRED INFORMATION, STATEMENTS, OR CERTIFICATIONS MAY RESULT IN REJECTION OF THE QUOTE WITHOUT FURTHER CONSIDERATION FOR AWARD.

Price: The VA Contracting Officer must determine the price to be fair and reasonable prior to award. The evaluation of Price shall be inclusive of all line items found within the price/cost schedule of the solicitation. The Grand Total amount shall be used to determine the lowest priced offer.

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

Evaluation of Option to Extend Services under 52.217-8. For the purposes of the award of the resulting contract, the Government intends to evaluate the option to extend services, provided under FAR 52.217-8, as follows: The evaluation will consider the possibility that the option can be exercised at any time, and can be exercised in increments of one to six months, but for no more than a total of six months during the life of the contract. The evaluation will assume that the prices for any option exercised under FAR 52.217-8 will be at the same rates as those in effect under the contract at time of award. The evaluation will therefore assume that the addition of the price or prices of any possible extension or extensions under FAR 52.217-8 to the total price for the basic requirement and the total price for the priced options has the same effect on the total price of all offers relative to each other and will not affect the ranking of offers based on price, unless, after reviewing the offers, the Government determines that there is a basis for finding otherwise. This evaluation will not obligate the Government to exercise any option under FAR 52.217-8.

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

(End of Provision)

E.5 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS—COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (OCT 2022)

(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 products and commercial services:

(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) 52.204–23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (NOV 2021) (Section 1634 of Pub. L. 115–91).

(3) 52.204–25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (NOV 2021) (Section 889(a)(1)(A) of Pub. L. 115–232).

(4) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (NOV 2015).

(5) 52.233-3, Protest After Award (Aug 1996) (31 U.S.C. 3553).

(6) 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 products and commercial services:

(1) 52.203–6, Restrictions on Subcontractor Sales to the Government (JUN 2020), with Alternate I (NOV 2021) (41 U.S.C. 4704 and 10 U.S.C. 2402).

(2) 52.203–13, Contractor Code of Business Ethics and Conduct (NOV 2021) (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 (JUN 2020) (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. (NOV 2021) (31 U.S.C. 6101 note).

(9) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (Oct 2018) (41 U.S.C. 2313).

(10) [Reserved]

(11) 52.219–3, Notice of HUBZone Set-Aside or Sole-Source Award (OCT 2022) (15 U.S.C. 657a).

(12) 52.219–4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (OCT 2022) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

(13) [Reserved]

(14)(i) 52.219-6, Notice of Total Small Business Set-Aside (NOV 2020) (15 U.S.C. 644).

(ii) Alternate I (MAR 2020) of 52.219-6.

(15)(i) 52.219-7, Notice of Partial Small Business Set-Aside (NOV 2020) (15 U.S.C. 644).

(ii) Alternate I (MAR 2020) of 52.219-7.

(16) 52.219-8, Utilization of Small Business Concerns (OCT 2022) (15 U.S.C. 637(d)(2) and (3)).

(17)(i) 52.219–9, Small Business Subcontracting Plan (OCT 2022) (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 (JUN 2020) of 52.219–9.

(v) Alternate IV (SEP 2021) of 52.219–9.

(18)(i) 52.219-13, Notice of Set-Aside of Orders (MAR 2020) (15 U.S.C. 644(r)).

(ii) Alternate I (MAR 2020) of 52.219-13.

(19) 52.219–14, Limitations on Subcontracting (OCT 2022) (15 U.S.C. 657s).

(20) 52.219-16, Liquidated Damages—Subcontracting Plan (SEP 2021) (15 U.S.C. 637(d)(4)(F)(i)).

(21) 52.219–27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (OCT 2022) (15 U.S.C. 657f).

(22) (i) 52.219–28, Post-Award Small Business Program Rerepresentation (OCT 2022) (15 U.S.C. 632(a)(2)).

(ii) Alternate I (MAR 2020) of 52.219–28.

(23) 52.219–29, Notice of Set-Aside for, or Sole-Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (OCT 2022) (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 (OCT 2022) (15 U.S.C. 637(m)).

(25) 52.219-32, Orders Issued Directly Under Small Business Reserves (MAR 2020) (15 U.S.C. 644(r)).

(26) I(26) 52.219–33, Nonmanufacturer Rule (SEP 2021) (15 U.S.C. 657s).

(27) 52.222-3, Convict Labor (June 2003) (E.O. 11755).

(28) 52.222–19, Child Labor—Cooperation with Authorities and Remedies (JAN 2022) (E.O. 13126).

(29) 52.222-21, Prohibition of Segregated Facilities (APR 2015).

(30)(i) 52.222–26, Equal Opportunity (SEP 2016) (E.O. 11246).

(ii) Alternate I (FEB 1999) of 52.222-26.

(31)(i) 52.222–35, Equal Opportunity for Veterans (JUN 2020) (38 U.S.C. 4212).

(ii) Alternate I (JULY 2014) of 52.222-35.

(32)(i) 52.222–36, Equal Opportunity for Workers with Disabilities (JUN 2020) (29 U.S.C. 793).

(ii) Alternate I (JULY 2014) of 52.222-36.

(33) 52.222–37, Employment Reports on Veterans (JUN 2020) (38 U.S.C. 4212).

(34) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496).

(35)(i) 52.222-50, Combating Trafficking in Persons (NOV 2021) (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).

(36) 52.222-54, Employment Eligibility Verification (MAY 2022). (E. O. 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial products or commercial services as prescribed in FAR 22.1803.)

(37)(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.)

(38) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (JUN 2016) (E.O. 13693).

(39) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (JUN 2016) (E.O. 13693).

(40)(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.

(41)(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.

(42) 52.223-15, Energy Efficiency in Energy-Consuming Products (MAY 2020) (42 U.S.C. 8259b).

(43)(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.

(44) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (JUN 2020) (E.O. 13513).

(45) 52.223-20, Aerosols (JUN 2016) (E.O. 13693).

(46) 52.223-21, Foams (JUN 2016) (E.O. 13693).

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

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

(48)(i) 52.225-1, Buy American—Supplies (OCT 2022) (41 U.S.C. chapter 83).

(ii) Alternate I (OCT 2022) of 52.225-1.

(49)(i) 52.225-3, Buy American—Free Trade Agreements—Israeli Trade Act (OCT 2022) (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 (JAN 2021) of 52.225-3.

(iii) Alternate II (JAN 2021) of 52.225-3.

(iv) Alternate III (JAN 2021) of 52.225-3.

(v) Alternate IV (OCT 2022) of 52.225-3.

(50) 52.225-5, Trade Agreements (OCT 2019) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

(51) 52.225-13, Restrictions on Certain Foreign Purchases (FEB 2021) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

(52) 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).

(53) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

(54) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

(55) 52.229-12, Tax on Certain Foreign Procurements (FEB 2021).

(56) 52.232-29, Terms for Financing of Purchases of Commercial Products and Commercial Services (NOV 2021) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

(57) 52.232-30, Installment Payments for Commercial Products and Commercial Services (NOV 2021) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

(58) 52.232-33, Payment by Electronic Funds Transfer—System for Award Management (Oct 2018) (31 U.S.C. 3332).

(59) 52.232-34, Payment by Electronic Funds Transfer—Other than System for Award Management (Jul 2013) (31 U.S.C. 3332).

(60) 52.232-36, Payment by Third Party (MAY 2014) (31 U.S.C. 3332).

(61) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).

(62) 52.242-5, Payments to Small Business Subcontractors (JAN 2017)(15 U.S.C. 637(d)(13)).

(63)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (NOV 2021) (46 U.S.C. 55305 and 10 U.S.C. 2631).

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

(iii) Alternate II (NOV 2021) 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 products and commercial services:

(1) 52.222-41, Service Contract Labor Standards (AUG 2018) (41 U.S.C. chapter 67).

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

Employee Class	Monetary Wage-Fringe Benefits
For illustrative purposes only	
12210 - Nuclear Medicine Technologist	GS - 12

(3) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards—Price Adjustment (Multiple Year and Option Contracts) (AUG 2018) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

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

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

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

(7) 52.222-55, Minimum Wages for Contractor Workers Under Executive Order 14026 (JAN 2022).

(8) 52.222-62, Paid Sick Leave Under Executive Order 13706 (JAN 2022) (E.O. 13706).

(9) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (JUN 2020) (42 U.S.C. 1792).

(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, as defined in FAR 2.101, on the date of award of this contract, 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 products or commercial services. 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 (NOV 2021) (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) 52.204–23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (NOV 2021) (Section 1634 of Pub. L. 115–91).

(iv) 52.204–25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (NOV 2021) (Section 889(a)(1)(A) of Pub. L. 115–232).

(v) 52.219–8, Utilization of Small Business Concerns (OCT 2022) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds the applicable threshold specified in FAR 19.702(a) on the date of subcontract award, the subcontractor must include 52.219–8 in lower tier subcontracts that offer subcontracting opportunities.

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

(vii) 52.222–26, Equal Opportunity (SEP 2016) (E.O. 11246).

(viii) 52.222–35, Equal Opportunity for Veterans (JUN 2020) (38 U.S.C. 4212).

(ix) 52.222–36, Equal Opportunity for Workers with Disabilities (JUN 2020) (29 U.S.C. 793).

(x) 52.222–37, Employment Reports on Veterans (JUN 2020) (38 U.S.C. 4212).

(xi) 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.

(xii) 52.222-41, Service Contract Labor Standards (AUG 2018) (41 U.S.C. chapter 67).

(xiii)(A) 52.222-50, Combating Trafficking in Persons (NOV 2021) (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).

(xiv) 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).

(xv) 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).

(xvi) 52.222-54, Employment Eligibility Verification (MAY 2022) (E. O. 12989).

(xvii) 52.222-55, Minimum Wages for Contractor Workers Under Executive Order 14026 (JAN 2022).

(xviii) 52.222-62 Paid Sick Leave Under Executive Order 13706 (JAN 2022) (E.O. 13706).

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

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

(xx) 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).

(xxi) 52.226–6, Promoting Excess Food Donation to Nonprofit Organizations (JUN 2020) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xxii) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (NOV 2021) (46 U.S.C. 55305 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 products and commercial services a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of Clause)