

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30				1. REQUISITION NO.	PAGE 1 OF 81		
2. CONTRACT NO.	3. AWARD/EFFECTIVE DATE	4. ORDER NO.	5. SOLICITATION NUMBER VA255-14-Q-1123	6. SOLICITATION ISSUE DATE 07-03-2014			
7. FOR SOLICITATION INFORMATION CALL:	a. NAME Buell, Larry A larry.buell@va.gov		b. TELEPHONE NO. (No Collect Calls) (913) 946-1961	8. OFFER DUE DATE/LOCAL TIME 07-25-2014 1600 EDT			
9. ISSUED BY Department of Veterans Affairs Network Contracting Office (NCO) 15 3450 S 4th Street Leavenworth KS 66048		CODE 00255	10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED OR <input checked="" type="checkbox"/> SET ASIDE: 100 % FOR: <input checked="" type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM NAICS: 621610 <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> EDWOSB <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> 8(A) SIZE STANDARD: \$14 Million				
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE	12. DISCOUNT TERMS		<input type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)	13b. RATING N/A			
14. METHOD OF SOLICITATION <input checked="" type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP		15. DELIVER TO See Delivery Schedule - Section B.2					
16. ADMINISTERED BY Department of Veterans Affairs Network Contracting Office (NCO) 15 3450 S 4th Street Leavenworth KS 66048		CODE 00255	17a. PAYMENT WILL BE MADE BY Government Purchasing Card See Section B.1				
17a. CONTRACTOR/OFFEROR CODE		FACILITY CODE	18a. PAYMENT WILL BE MADE BY Government Purchasing Card See Section B.1				
TELEPHONE NO.		DUNS:	DUNS+4:	PHONE:	FAX:		
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER		<input type="checkbox"/> 18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM					
19. ITEM NO.	20. See CONTINUATION Page SCHEDULE OF SUPPLIES/SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	DURABLE MEDICAL EQUIPMENT (DME) SERVICES for multiple VISN 15 VA Medical Centers 1) Furnish all labor, material, equipment and supplies to deliver, install, pick-up and store government owned durable medical equipment (DME) per the attached Statement of Work (SOW), schedules, terms and conditions. 2) The Government anticipates awarding a one (1) year contract with four (4) one (1) year option periods. 3) Please see section E.1 for Instructions for Quotation Submission. See section E.7 for Evaluation Process. 4) Offerors may provide a quote for one, more than one or all of the facilities identified in section (a) (3) of the Statement of Work (SOW). 5) Award will be Best Value by facility, considering Technical excellence, past performance and price. (Use Reverse and/or Attach Additional Sheets as Necessary)						
25. ACCOUNTING AND APPROPRIATION DATA See CONTINUATION Page N/A				26. TOTAL AWARD AMOUNT (For Govt. Use Only)			
<input checked="" type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA			<input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.				
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA			<input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.				
<input type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN _____ COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED			<input type="checkbox"/> 29. AWARD OF CONTRACT: REF. _____ OFFER DATED _____. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN IS ACCEPTED AS TO ITEMS:				
30a. SIGNATURE OF OFFEROR/CONTRACTOR			31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)				
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30c. DATE SIGNED	31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) LARRY A BUELL Contracting Officer		31c. DATE SIGNED		

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SECTION B - CONTINUATION OF SF 1449 BLOCKS

B.1 CONTRACT ADMINISTRATION DATA

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

(a). CONTRACT ADMINISTRATION: All contract administration matters will be handled by the following individuals:

(1). CONTRACTOR:

DUNS:

Tax Identification Number (TIN):

Contact person name:

Contact person email:

Contact person telephone:

Contact person fax:

Address of DME storage facility/s:

(2). GOVERNMENT:

DEPT. OF VETERANS AFFAIRS
Veterans Health Administration
Network Contracting Office (NCO) 15
3450 S 4th St. Trafficway
Leavenworth KS 66048

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

- 52.232-34, Payment by Electronic Funds Transfer - Other than Central Contractor Registration, or
- 52.232-36, Payment by Third Party

(c). INVOICES: Invoices shall be submitted:

- (1). Quarterly
- (2). Semi-Annually
- (3). Other – Monthly, in arrears.

(d). GOVERNMENT INVOICE ADDRESS: Payment will be by Government Purchasing Card. Invoices will be provided in accordance with the requirements listed in FAR 52.212-4, Commercial Items – Terms and Conditions,

(MAY 2014), (g) Invoice and the Statement of Work (SOW) section (m). Invoices from the contractor shall be mailed to one or more of the following addresses (to be determined at the time of award):

(1). Dept. of Veterans Affairs
Harry S. Truman Memorial Veterans Hospital
Attn: Prosthetics
800 Hospital Drive
Columbia, Mo. 65201

(2). Dept. of Veterans Affairs
Kansas City VA Medical Center
Attn: Chief of Prosthetics
4801 Linwood Blvd.
Kansas City, Mo. 64128

(3). Dept. of Veterans Affairs
Dwight D. Eisenhower VA Medical Center
Attn: Leavenworth Prosthetics 589A6 L-121
4101 S. 4th St.
Leavenworth, Ks.66048

(4). Dept. of Veterans Affairs
Marion VA Medical Center
Attn: Prosthetics (121)
2401 West Main St.
Marion, IL. 62959

(5). Dept. of Veterans Affairs
John J. Pershing VA Medical Center
Attn: Prosthetics
1500 N. Westwood Blvd.
Poplar Bluff, Mo. 63901

(6). Dept. of Veterans Affairs
VA Medical Center
Attn: Prosthetics (121)
#1 Jefferson Barracks Dr.
St. Louis, Mo. 63125

(7). Dept. of Veterans Affairs
Colmery O'Neil VA Medical Center
Attn: Topeka Prosthetics 589A5 T-121
2200 Gage Blvd.
Topeka, Ks. 66622

(8). Dept. of Veterans Affairs
Robert J. Dole VA Medical Center
Attn: Prosthetics (CS-3)
5500 E. Kellogg Drive
Wichita, Ks. 67218

(e). REFERENCE NUMBERS: Please reference both the contract number (to be assigned) and the obligation number (to be assigned) on all correspondence and invoices. If contract option years are exercised, new obligation numbers will be issued and identified on the contract modification document.

(f). AUTHORIZATIONS:

(1). The Contracting Officer (CO) named in Section (a) above is responsible for the overall administration of this contract. Only the CO has the authority to make changes which affect:

- (A). Contract prices,
- (B). Quality,
- (C). Quantities, or
- (D). Delivery terms and conditions.

(2). Contracting Officer Representatives (COR) and Alternate Contracting Officer’s Representatives (Alt-COR) may be assigned to this contract. The COR and Alt-COR shall be provided specific written delegated authority by the CO, a copy of which will be provided to the Contractor.

(g). CHANGES TO THE CONTRACT: No individual or activity has authority to ADD, DELETE, CHANGE, OR MODIFY this order except by the CO or by written authority specifically delegated by the CO.

(h). CONTRACT TIME PERIOD:

(1). The base contract period shall commence **September 1, 2014** and expire **August 31, 2015**.

(2). At the discretion of the government, and in accordance with 52.217-9, Option to Extend the Term of the Contract, the contract may be extended four (4) one (1) year periods. Notice of an extension must be served in writing by the VA prior to the scheduled expiration date. An extension may be exercised subject to the continued acceptable performance and responsibility of the Contractor, the continued requirement for services, and the availability of funds.

(i). FAR 52.222-41 SERVICE CONTRACT ACT OF 1965: The Contracting Officer has determined that the Service Contract Act of 1965 (41 U.S.C. 351, *et seq.*) will apply to this contract.

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

AMENDMENT NO	DATE

B.2 PRICE SCHEDULE

Item Information

ITEM NUMBER	DESCRIPTION OF SUPPLIES/SERVICES	ESTIMATED ANNUAL QUANTITY	UNIT	UNIT PRICE	AMOUNT
CO 0001	Contract Period: Base POP Begin: 09-01-2014 POP End: 08-31-2015 DELIVERY, setup and instruction on one or more pieces of durable Medical Equipment (DME) within a fifty (50) mile radius of VAMC. To include home safety inspection. All storage and labor included. PRICE PER TRIP (ROUNDTRIP) ** For Columbia MO VA Medical Center **	180.00	ea		
CO 1001	Contract Period: Option 1 POP Begin: 09-01-2015 POP End: 08-31-2016	189.00	ea		
CO 2001	Contract Period: Option 2 POP Begin: 09-01-2016 POP End: 08-31-2017	198.00	ea		
CO 3001	Contract Period: Option 3 POP Begin: 09-01-2017 POP End: 08-31-2018	208.00	ea		
CO 4001	Contract Period: Option 4 POP Begin: 09-01-2018 POP End: 08-31-2019	218.00	ea		
CO 0002	Contract Period: Base POP Begin: 9/1/2014 POP End: 8/31/2015 PICKUP of one or more pieces of Durable Medical Equipment (DME) within a fifty (50) mile radius of VAMC. Per the attached Statement of Work (SOW), terms and conditions. PRICE PER TRIP (ROUNDTRIP).	110.00	ea		
CO 1002	Contract Period: Option 1 POP Begin: 09-01-2015 POP End: 08-31-2016	116.00	ea		
CO 2002	Contract Period: Option 2 POP Begin: 9/1/2016	121.00	ea		

	POP End: 8/31/2017				
CO 3002	Contract Period: Option 3 POP Begin: 9/1/2017 POP End: 8/31/2018	127.00	ea	_____	_____
CO 4002	Contract Period: Option 4 POP Begin: 09-01-2018 POP End: 08-31-2019	134.00	ea	_____	_____
CO 0003	Contract Period: Base POP Begin: 09-01-2014 POP End: 08-31-2015 MILEAGE in excess of a fifty (50) mile radius for delivery or pickup. PRICE PER MILE ONE- WAY TRIP (return trip included in the one-way price).	7,500.00	mi	_____	_____
CO 1003	Contract Period: Option 1 POP Begin: 09-01-2015 POP End: 08-31-2016	7,875.00	mi	_____	_____
CO 2003	Contract Period: Option 2 POP Begin: 09-01-2016 POP End: 08-31-2017	8,269.00	mi	_____	_____
CO 3003	Contract Period: Option 3 POP Begin: 09-01-2017 POP End: 08-31-2018	8,682.00	mi	_____	_____
CO 4003	Contract Period: Option 4 POP Begin: 9/1/2018 POP End: 8/31/2019	9,116.00	mi	_____	_____
CO 0004	Contract Period: Base POP Begin: 9/1/2014 POP End: 8/31/2015 EMERGENCY DELIVERY, per SOW section (e) (2) (D). PRICE PER DELIVERY.	3.00	ea	_____	_____
CO 1004	Contract Period: Option 1 POP Begin: 9/1/2015 POP End: 8/31/2016	4.00	ea	_____	_____
CO 2004	Contract Period: Option 2 POP Begin: 9/1/2016 POP End: 8/31/2017	5.00	ea	_____	_____
CO 3004	Contract Period: Option 3 POP Begin: 9/1/2017 POP End: 8/31/2018	6.00	ea	_____	_____
CO 4004	Contract Period: Option 4 POP Begin: 9/1/2018 POP End: 8/31/2019	7.00	ea	_____	_____
CO 0005	Contract Period: Base POP Begin: 09-01-2014 POP End: 08-31-2015 LABOR RATE, for	50.00	hr	_____	_____

	permanent installation and repair of DME. Per SOW section (e) (2) (C) and (5) (B). PRICE PER HOUR				
CO 1005	Contract Period: Option 1 POP Begin: 09-01-2015 POP End: 08-31-2016	52.00	hr	_____	_____
CO 2005	Contract Period: Option 2 POP Begin: 09-01-2016 POP End: 08-31-2017	54.00	hr	_____	_____
CO 3005	Contract Period: Option 3 POP Begin: 09-01-2017 POP End: 08-31-2018	56.00	hr	_____	_____
CO 4005	Contract Period: Option 4 POP Begin: 09-01-2018 POP End: 08-31-2019	58.00	hr	_____	_____
KC 0001	Contract Period: Base POP Begin: 09-01-2014 POP End: 08-31-2015 DELIVERY, setup and instruction on one or more pieces of durable Medical Equipment (DME) within a fifty (50) mile radius of VAMC. To include home safety inspection. All storage and labor included. PRICE PER TRIP (ROUNDTRIP) ** For Kansas City MO VA Medical Center **	290.00	ea	_____	_____
KC 1001	Contract Period: Option 1 POP Begin: 09-01-2015 POP End: 08-31-2016	305.00	ea	_____	_____
KC 2001	Contract Period: Option 2 POP Begin: 09-01-2016 POP End: 08-31-2017	320.00	ea	_____	_____
KC 3001	Contract Period: Option 3 POP Begin: 09-01-2017 POP End: 08-31-2018	336.00	ea	_____	_____
KC 4001	Contract Period: Option 4 POP Begin: 09-01-2018 POP End: 08-31-2019	352.00	ea	_____	_____
KC 0002	Contract Period: Base POP Begin: 09-01-2014 POP End: 08-31-2015 PICKUP of one or more pieces of Durable Medical Equipment (DME) within a fifty (50) mile radius of VAMC. Per the attached Statement of Work (SOW), terms and	130.00	ea	_____	_____

	conditions. PRICE PER TRIP (ROUNDTRIP).				
KC 1002	Contract Period: Option 1 POP Begin: 09-01-2015 POP End: 08-31-2016	137.00	ea	_____	_____
KC 2002	Contract Period: Option 2 POP Begin: 09-01-2016 POP End: 08-31-2017	143.00	ea	_____	_____
KC 3002	Contract Period: Option 3 POP Begin: 09-01-2017 POP End: 08-31-2018	150.00	ea	_____	_____
KC 4002	Contract Period: Option 4 POP Begin: 09-01-2018 POP End: 08-31-2019	158.00	ea	_____	_____
KC 0003	Contract Period: Base POP Begin: 09-01-2014 POP End: 08-31-2015 MILEAGE in excess of a fifty (50) mile radius for delivery or pickup. PRICE PER MILE ONE-WAY TRIP (return trip included in the one-way price).	2,592.00	mi	_____	_____
KC 1003	Contract Period: Option 1 POP Begin: 09-01-2015 POP End: 08-31-2016	2,722.00	mi	_____	_____
KC 2003	Contract Period: Option 2 POP Begin: 09-01-2016 POP End: 08-31-2017	2,858.00	mi	_____	_____
KC 3003	Contract Period: Option 3 POP Begin: 09-01-2017 POP End: 08-31-2018	3,001.00	mi	_____	_____
KC 4003	Contract Period: Option 4 POP Begin: 09-01-2018 POP End: 08-31-2019	3,151.00	mi	_____	_____
KC 0004	Contract Period: Base POP Begin: 09-01-2014 POP End: 08-31-2015 EMERGENCY DELIVERY, per SOW section (e) (2) (D). PRICE PER DELIVERY.	15.00	ea	_____	_____
KC 1004	Contract Period: Option 1 POP Begin: 09-01-2015 POP End: 08-31-2016	16.00	ea	_____	_____
KC 2004	Contract Period: Option 2 POP Begin: 09-01-2016 POP End: 08-31-2017	17.00	ea	_____	_____
KC 3004	Contract Period: Option 3 POP Begin: 09-01-2017 POP End: 08-31-2018	18.00	ea	_____	_____

KC 4004	Contract Period: Option 4 POP Begin: 09-01-2018 POP End: 08-31-2019	19.00	ea	_____	_____
KC 0005	Contract Period: Base POP Begin: 09-01-2014 POP End: 08-31-2015 LABOR RATE, for permanent installation and repair of DME. Per SOW section (e) (2) (C) and (5) (B). PRICE PER HOUR	40.00	hr	_____	_____
KC 1005	Contract Period: Option 1 POP Begin: 09-01-2015 POP End: 08-31-2016	42.00	hr	_____	_____
KC 2005	Contract Period: Option 2 POP Begin: 09-01-2016 POP End: 08-31-2017	44.00	hr	_____	_____
KC 3005	Contract Period: Option 3 POP Begin: 09-01-2017 POP End: 08-31-2018	46.00	hr	_____	_____
KC 4005	Contract Period: Option 4 POP Begin: 09-01-2018 POP End: 08-31-2019	48.00	hr	_____	_____
LV 0001	Contract Period: Base POP Begin: 09-01-2014 POP End: 08-31-2015 DELIVERY, setup and instruction on one or more pieces of durable Medical Equipment (DME) within a fifty (50) mile radius of VAMC. To include home safety inspection. All storage and labor included. PRICE PER TRIP (ROUNDTRIP) ** For Leavenworth KS VA Medical Center **	100.00	ea	_____	_____
LV 1001	Contract Period: Option 1 POP Begin: 09-01-2015 POP End: 08-31-2016	105.00	ea	_____	_____
LV 2001	Contract Period: Option 2 POP Begin: 09-01-2016 POP End: 08-31-2017	110.00	ea	_____	_____
LV 3001	Contract Period: Option 3 POP Begin: 09-01-2017 POP End: 08-31-2018	116.00	ea	_____	_____
LV 4001	Contract Period: Option 4 POP Begin: 09-01-2018 POP End: 08-31-2019	122.00	ea	_____	_____
LV 0002	Contract Period: Base POP Begin: 09-01-2014 POP End: 08-31-2015	50.00	ea	_____	_____

	PICKUP of one or more pieces of Durable Medical Equipment (DME) within a fifty (50) mile radius of VAMC. Per the attached Statement of Work (SOW), terms and conditions. PRICE PER TRIP (ROUNDTRIP).				
LV 1002	Contract Period: Option 1 POP Begin: 09-01-2015 POP End: 08-31-2016	53.00	ea	_____	_____
LV 2002	Contract Period: Option 2 POP Begin: 09-01-2016 POP End: 08-31-2017	55.00	ea	_____	_____
LV 3002	Contract Period: Option 3 POP Begin: 09-01-2017 POP End: 08-31-2018	58.00	ea	_____	_____
LV 4002	Contract Period: Option 4 POP Begin: 09-01-2018 POP End: 08-31-2019	61.00	ea	_____	_____
LV 0003	Contract Period: Base POP Begin: 09-01-2014 POP End: 08-31-2015 MILEAGE in excess of a fifty (50) mile radius for delivery or pickup. PRICE PER MILE ONE-WAY TRIP (return trip included in the one-way price).	200.00	mi	_____	_____
LV 1003	Contract Period: Option 1 POP Begin: 09-01-2015 POP End: 08-31-2016	210.00	mi	_____	_____
LV 2003	Contract Period: Option 2 POP Begin: 09-01-2016 POP End: 08-31-2017	221.00	mi	_____	_____
LV 3003	Contract Period: Option 3 POP Begin: 09-01-2017 POP End: 08-31-2018	232.00	mi	_____	_____
LV 4003	Contract Period: Option 4 POP Begin: 09-01-2018 POP End: 08-31-2019	243.00	mi	_____	_____
LV 0004	Contract Period: Base POP Begin: 09-01-2014 POP End: 08-31-2015 EMERGENCY DELIVERY, per SOW section (e) (2) (D). PRICE PER DELIVERY.	3.00	ea	_____	_____
LV 1004	Contract Period: Option 1 POP Begin: 09-01-2015 POP End: 08-31-2016	3.00	ea	_____	_____

LV 2004	Contract Period: Option 2 POP Begin: 09-01-2016 POP End: 08-31-2017	4.00	ea	_____	_____
LV 3004	Contract Period: Option 3 POP Begin: 09-01-2017 POP End: 08-31-2018	4.00	ea	_____	_____
LV 4004	Contract Period: Option 4 POP Begin: 09-01-2018 POP End: 08-31-2019	5.00	ea	_____	_____
LV 0005	Contract Period: Base POP Begin: 09-01-2014 POP End: 08-31-2015 LABOR RATE, for permanent installation and repair of DME. Per SOW section (e) (2) (C) and (5) (B). PRICE PER HOUR	15.00	hr	_____	_____
LV 1005	Contract Period: Option 1 POP Begin: 09-01-2015 POP End: 08-31-2016	15.00	hr	_____	_____
LV 2005	Contract Period: Option 2 POP Begin: 09-01-2016 POP End: 08-31-2017	16.00	hr	_____	_____
LV 3005	Contract Period: Option 3 POP Begin: 09-01-2017 POP End: 08-31-2018	16.00	hr	_____	_____
LV 4005	Contract Period: Option 4 POP Begin: 09-01-2018 POP End: 08-31-2019	16.00	hr	_____	_____
MA 0001	Contract Period: Base POP Begin: 09-01-2014 POP End: 08-31-2015 DELIVERY, setup and instruction on one or more pieces of durable Medical Equipment (DME) within a fifty (50) mile radius of VAMC. To include home safety inspection. All storage and labor included. PRICE PER TRIP (ROUNDTRIP) ** For Marion IL VA Medical Center **	650.00	ea	_____	_____
MA 1001	Contract Period: Option 1 POP Begin: 09-01-2015 POP End: 08-31-2016	683.00	ea	_____	_____
MA 2001	Contract Period: Option 2 POP Begin: 09-01-2016 POP End: 08-31-2017	717.00	ea	_____	_____
MA 3001	Contract Period: Option 3 POP Begin: 09-01-2017 POP End: 08-31-2018	752.00	ea	_____	_____

MA 4001	Contract Period: Option 4 POP Begin: 09-01-0218 POP End: 08-31-2019	790.00	ea	_____	_____
MA 0002	Contract Period: Base POP Begin: 09-01-2014 POP End: 08-31-2015 PICKUP of one or more pieces of Durable Medical Equipment (DME) within a fifty (50) mile radius of VAMC. Per the attached Statement of Work (SOW), terms and conditions. PRICE PER TRIP (ROUNDTRIP).	40.00	ea	_____	_____
MA 1002	Contract Period: Option 1 POP Begin: 09-01-2015 POP End: 08-31-2016	42.00	ea	_____	_____
MA 2002	Contract Period: Option 2 POP Begin: 09-01-2016 POP End: 08-31-2017	44.00	ea	_____	_____
MA 3002	Contract Period: Option 3 POP Begin: 09-01-2017 POP End: 08-31-2018	46.00	ea	_____	_____
MA 4002	Contract Period: Option 4 POP Begin: 09-01-2018 POP End: 08-31-2019	48.00	ea	_____	_____
MA 0003	Contract Period: Base POP Begin: 09-01-2014 POP End: 08-31-2015 MILEAGE in excess of a fifty (50) mile radius for delivery or pickup. PRICE PER MILE ONE-WAY TRIP (return trip included in the one-way price).	20,700.00	mi	_____	_____
MA 1003	Contract Period: Option 1 POP Begin: 09-01-2015 POP End: 08-31-2016	21,735.00	mi	_____	_____
MA 2003	Contract Period: Option 2 POP Begin: 09-01-2016 POP End: 08-31-2017	22,822.00	mi	_____	_____
MA 3003	Contract Period: Option 3 POP Begin: 09-01-2017 POP End: 08-31-2018	23,963.00	mi	_____	_____
MA 4003	Contract Period: Option 4 POP Begin: 09-01-2018 POP End: 08-31-2019	25,161.00	mi	_____	_____
MA 0004	Contract Period: Base POP Begin: 09-01-2014 POP End: 08-31-2015 EMERGENCY	15.00	ea	_____	_____

	DELIVERY, per SOW section (e) (2) (D). PRICE PER DELIVERY.				
MA 1004	Contract Period: Option 1 POP Begin: 09-01-2015 POP End: 08-31-2016	15.00	ea	_____	_____
MA 2004	Contract Period: Option 2 POP Begin: 09-01-2016 POP End: 08-31-2017	16.00	ea	_____	_____
MA 3004	Contract Period: Option 3 POP Begin: 09-01-2017 POP End: 08-31-2018	16.00	ea	_____	_____
MA 4004	Contract Period: Option 4 POP Begin: 09-01-2018 POP End: 08-31-2019	17.00	ea	_____	_____
MA 0005	Contract Period: Base POP Begin: 09-01-2014 POP End: 08-31-2015 LABOR RATE, for permanent installation and repair of DME. Per SOW section (e) (2) (C) and (5) (B). PRICE PER HOUR	46.00	hr	_____	_____
MA 1005	Contract Period: Option 1 POP Begin: 09-01-2015 POP End: 08-31-2016	48.00	hr	_____	_____
MA 2005	Contract Period: Option 2 POP Begin: 09-01-2016 POP End: 08-31-2017	50.00	hr	_____	_____
MA 3005	Contract Period: Option 3 POP Begin: 09-01-2017 POP End: 08-31-2018	52.00	hr	_____	_____
MA 4005	Contract Period: Option 4 POP Begin: 09-01-2018 POP End: 08-31-2019	54.00	hr	_____	_____
PB 0001	Contract Period: Base POP Begin: 09-01-2014 POP End: 08-31-2015 DELIVERY, setup and instruction on one or more pieces of durable Medical Equipment (DME) within a fifty (50) mile radius of VAMC. To include home safety inspection. All storage and labor included. PRICE PER TRIP (ROUNDTRIP) ** For Poplar Bluff MO VA Medical Center **	200.00	ea	_____	_____
PB 1001	Contract Period: Option 1 POP Begin: 09-01-2015 POP End: 08-31-2016	210.00	ea	_____	_____

PB 2001	Contract Period: Option 2 POP Begin: 09-01-2016 POP End: 08-31-2017	221.00	ea	_____	_____
PB 3001	Contract Period: Option 3 POP Begin: 09-01-2017 POP End: 08-31-2018	232.00	ea	_____	_____
PB 4001	Contract Period: Option 4 POP Begin: 09-01-2018 POP End: 08-31-2019	243.00	ea	_____	_____
PB 0002	Contract Period: Base POP Begin: 09-01-2014 POP End: 08-31-2015 PICKUP of one or more pieces of Durable Medical Equipment (DME) within a fifty (50) mile radius of VAMC. Per the attached Statement of Work (SOW), terms and conditions. PRICE PER TRIP (ROUNDTRIP).	110.00	ea	_____	_____
PB 1002	Contract Period: Option 1 POP Begin: 09-01-2015 POP End: 08-31-2016	116.00	ea	_____	_____
PB 2002	Contract Period: Option 2 POP Begin: 09-01-2016 POP End: 08-31-2017	121.00	ea	_____	_____
PB 3002	Contract Period: Option 3 POP Begin: 09-01-2017 POP End: 08-31-2018	127.00	ea	_____	_____
PB 4002	Contract Period: Option 4 POP Begin: 09-01-2018 POP End: 08-31-2019	134.00	ea	_____	_____
PB 0003	Contract Period: Base POP Begin: 09-01-2014 POP End: 08-31-2015 MILEAGE in excess of a fifty (50) mile radius for delivery or pickup. PRICE PER MILE ONE-WAY TRIP (return trip included in the one-way price).	5,000.00	mi	_____	_____
PB 1003	Contract Period: Option 1 POP Begin: 09-01-2015 POP End: 08-31-2016	5,250.00	mi	_____	_____
PB 2003	Contract Period: Option 2 POP Begin: 09-01-2016 POP End: 08-31-2017	5,513.00	mi	_____	_____
PB 3003	Contract Period: Option 3 POP Begin: 09-01-2017 POP End: 08-31-2018	5,788.00	mi	_____	_____
PB 4003	Contract Period: Option 4	6,078.00	mi	_____	_____

	POP Begin: 09-01-2018 POP End: 08-31-2019				
PB 0004	Contract Period: Base POP Begin: 09-01-2014 POP End: 08-31-2015 EMERGENCY DELIVERY, per SOW section (e) (2) (D). PRICE PER DELIVERY.	2.00	ea	_____	_____
PB 1004	Contract Period: Option 1 POP Begin: 09-01-2015 POP End: 08-31-2016	2.00	ea	_____	_____
PB 2004	Contract Period: Option 2 POP Begin: 09-01-2016 POP End: 08-31-2017	3.00	ea	_____	_____
PB 3004	Contract Period: Option 3 POP Begin: 09-01-2017 POP End: 08-31-2018	3.00	ea	_____	_____
PB 4004	Contract Period: Option 4 POP Begin: 09-01-2018 POP End: 08-31-2019	3.00	ea	_____	_____
PB 0005	Contract Period: Base POP Begin: 09-01-2014 POP End: 08-31-2015 LABOR RATE, for permanent installation and repair of DME. Per SOW section (e) (2) (C) and (5) (B). PRICE PER HOUR	15.00	hr	_____	_____
PB 1005	Contract Period: Option 1 POP Begin: 09-01-2015 POP End: 08-31-2016	16.00	hr	_____	_____
PB 2005	Contract Period: Option 2 POP Begin: 09-01-2016 POP End: 08-31-2017	17.00	hr	_____	_____
PB 3005	Contract Period: Option 3 POP Begin: 09-01-2017 POP End: 08-31-2018	18.00	hr	_____	_____
PB 4005	Contract Period: Option 4 POP Begin: 09-01-2018 POP End: 08-31-2019	19.00	hr	_____	_____
ST 0001	Contract Period: Base POP Begin: 09-01-2014 POP End: 08-31-2015 DELIVERY, setup and instruction on one or more pieces of durable Medical Equipment (DME) within a fifty (50) mile radius of VAMC. To include home safety inspection. All storage and labor included. PRICE PER TRIP	1,090.00	ea	_____	_____

(ROUNDTRIP) ** For St Louis MO VA Medical Center **					
ST 1001	Contract Period: Option 1 POP Begin: 09-01-2015 POP End: 08-31-2016	1,145.00	ea	_____	_____
ST 2001	Contract Period: Option 2 POP Begin: 09-01-2016 POP End: 08-31-2017	1,202.00	ea	_____	_____
ST 3001	Contract Period: Option 3 POP Begin: 09-01-2017 POP End: 08-31-2018	1,262.00	ea	_____	_____
ST 4001	Contract Period: Option 4 POP Begin: 09-01-2018 POP End: 08-31-2019	1,325.00	ea	_____	_____
ST 0002	Contract Period: Base POP Begin: 09-01-2014 POP End: 08-31-2015 PICKUP of one or more pieces of Durable Medical Equipment (DME) within a fifty (50) mile radius of VAMC. Per the attached Statement of Work (SOW), terms and conditions. PRICE PER TRIP (ROUNDTRIP).	140.00	ea	_____	_____
ST 1002	Contract Period: Option 1 POP Begin: 09-01-2015 POP End: 08-31-2016	147.00	ea	_____	_____
ST 2002	Contract Period: Option 2 POP Begin: 09-01-2016 POP End: 08-31-2017	154.00	ea	_____	_____
ST 3002	Contract Period: Option 3 POP Begin: 09-01-2017 POP End: 08-31-2018	162.00	ea	_____	_____
ST 4002	Contract Period: Option 4 POP Begin: 09-01-2018 POP End: 08-31-2019	170.00	ea	_____	_____
ST 0003	Contract Period: Base POP Begin: 09-01-2014 POP End: 08-31-2015 MILEAGE in excess of a fifty (50) mile radius for delivery or pickup. PRICE PER MILE ONE-WAY TRIP (return trip included in the one-way price).	3,360.00	mi	_____	_____
ST 1003	Contract Period: Option 1 POP Begin: 09-01-2015 POP End: 08-31-2016	3,528.00	mi	_____	_____
ST 2003	Contract Period: Option 2 POP Begin: 09-01-2016	3,704.00	mi	_____	_____

	POP End: 08-31-2017				
ST 3003	Contract Period: Option 3 POP Begin: 09-01-2017 POP End: 08-31-2018	3,890.00	mi		
ST 4003	Contract Period: Option 4 POP Begin: 09-01-2018 POP End: 08-31-2019	4,084.00	mi		
ST 0004	Contract Period: Base POP Begin: 09-01-2014 POP End: 08-31-2015 EMERGENCY DELIVERY, per SOW section (e) (2) (D). PRICE PER DELIVERY.	28.00	ea		
ST 1004	Contract Period: Option 1 POP Begin: 09-01-2015 POP End: 08-31-2016	29.00	ea		
ST 2004	Contract Period: Option 2 POP Begin: 09-01-2016 POP End: 08-31-2017	31.00	ea		
ST 3004	Contract Period: Option 3 POP Begin: 09-01-2017 POP End: 08-31-2018	32.00	ea		
ST 4004	Contract Period: Option 4 POP Begin: 09-01-2018 POP End: 08-31-2019	34.00	ea		
ST 0005	Contract Period: Base POP Begin: 09-01-2014 POP End: 08-31-2015 LABOR RATE, for permanent installation and repair of DME. Per SOW section (e) (2) (C) and (5) (B). PRICE PER HOUR	66.00	hr		
ST 1005	Contract Period: Option 1 POP Begin: 09-01-2015 POP End: 08-31-2016	68.00	hr		
ST 2005	Contract Period: Option 2 POP Begin: 09-01-2016 POP End: 08-31-2017	70.00	hr		
ST 3005	Contract Period: Option 3 POP Begin: 09-01-2017 POP End: 08-31-2018	72.00	hr		
ST 4005	Contract Period: Option 4 POP Begin: 09-01-2018 POP End: 08-31-2019	74.00	hr		
TP 0001	Contract Period: Base POP Begin: 09-01-2014 POP End: 08-31-2015 DELIVERY, setup and instruction on one or more pieces of durable Medical	95.00	ea		

	Equipment (DME) within a fifty (50) mile radius of VAMC. To include home safety inspection. All storage and labor included. PRICE PER TRIP (ROUNDTRIP) ** For Topeka KS VA Medical Center **				
TP 1001	Contract Period: Option 1 POP Begin: 09-01-2015 POP End: 08-31-2016	100.00	ea	_____	_____
TP 2001	Contract Period: Option 2 POP Begin: 09-01-2016 POP End: 08-31-2017	105.00	ea	_____	_____
TP 3001	Contract Period: Option 3 POP Begin: 09-01-2017 POP End: 08-31-2018	110.00	ea	_____	_____
TP 4001	Contract Period: Option 4 POP Begin: 09-01-2018 POP End: 08-31-2019	115.00	ea	_____	_____
TP 0002	Contract Period: Base POP Begin: 09-01-2014 POP End: 08-31-2015 PICKUP of one or more pieces of Durable Medical Equipment (DME) within a fifty (50) mile radius of VAMC. Per the attached Statement of Work (SOW), terms and conditions. PRICE PER TRIP (ROUNDTRIP).	50.00	ea	_____	_____
TP 1002	Contract Period: Option 1 POP Begin: 09-01-2015 POP End: 08-31-2016	53.00	ea	_____	_____
TP 2002	Contract Period: Option 2 POP Begin: 09-01-2016 POP End: 08-31-2017	55.00	ea	_____	_____
TP 3002	Contract Period: Option 3 POP Begin: 09-01-2017 POP End: 08-31-2018	58.00	ea	_____	_____
TP 4002	Contract Period: Option 4 POP Begin: 09-01-2018 POP End: 08-31-2019	61.00	ea	_____	_____
TP 0003	Contract Period: Base POP Begin: 09-01-2014 POP End: 08-31-2015 MILEAGE in excess of a fifty (50) mile radius for delivery or pickup. PRICE PER MILE ONE-WAY TRIP (return trip	1,700.00	mi	_____	_____

	included in the one-way price).				
TP 1003	Contract Period: Option 1 POP Begin: 09-01-2015 POP End: 08-31-2016	1,785.00	mi	_____	_____
TP 2003	Contract Period: Option 2 POP Begin: 09-01-2016 POP End: 08-31-2017	1,874.00	mi	_____	_____
TP 3003	Contract Period: Option 3 POP Begin: 09-01-2017 POP End: 08-31-2018	1,968.00	mi	_____	_____
TP 4003	Contract Period: Option 4 POP Begin: 09-01-2018 POP End: 08-31-2019	2,066.00	mi	_____	_____
TP 0004	Contract Period: Base POP Begin: 09-01-2014 POP End: 08-31-2015 EMERGENCY DELIVERY, per SOW section (e) (2) (D). PRICE PER DELIVERY.	1.00	ea	_____	_____
TP 1004	Contract Period: Option 1 POP Begin: 09-01-2015 POP End: 08-31-2016	1.00	ea	_____	_____
TP 2004	Contract Period: Option 2 POP Begin: 09-01-2016 POP End: 08-31-2017	1.00	ea	_____	_____
TP 3004	Contract Period: Option 3 POP Begin: 09-01-2017 POP End: 08-31-2018	1.00	ea	_____	_____
TP 4004	Contract Period: Option 4 POP Begin: 09-01-2018 POP End: 08-31-2019	1.00	ea	_____	_____
TP 0005	Contract Period: Base POP Begin: 09-01-2014 POP End: 08-31-2015 LABOR RATE, for permanent installation and repair of DME. Per SOW section (e) (2) (C) and (5) (B). PRICE PER HOUR	3.00	hr	_____	_____
TP 1005	Contract Period: Option 1 POP Begin: 09-01-2015 POP End: 08-31-2016	3.00	hr	_____	_____
TP 2005	Contract Period: Option 2 POP Begin: 09-01-2016 POP End: 08-31-2017	4.00	hr	_____	_____
TP 3005	Contract Period: Option 3 POP Begin: 09-01-2017 POP End: 08-31-2018	4.00	hr	_____	_____
TP 4005	Contract Period: Option 4 POP Begin: 09-01-2018	5.00	hr	_____	_____

	POP End: 08-31-2019				
WI 0001	Contract Period: Base POP Begin: 09-01-2014 POP End: 08-31-2015 DELIVERY, setup and instruction on one or more pieces of durable Medical Equipment (DME) within a fifty (50) mile radius of VAMC. To include home safety inspection. All storage and labor included. PRICE PER TRIP (ROUNDTRIP) ** For Wichita KS VA Medical Center **	200.00	ea	_____	_____
WI 1001	Contract Period: Option 1 POP Begin: 09-01-2015 POP End: 08-31-2016	210.00	ea	_____	_____
WI 2001	Contract Period: Option 2 POP Begin: 09-01-2016 POP End: 08-31-2017	221.00	ea	_____	_____
WI 3001	Contract Period: Option 3 POP Begin: 09-01-2017 POP End: 08-31-2018	232.00	ea	_____	_____
WI 4001	Contract Period: Option 4 POP Begin: 09-01-2018 POP End: 08-31-2019	243.00	ea	_____	_____
WI 0002	Contract Period: Base POP Begin: 09-01-2014 POP End: 08-31-2015 PICKUP of one or more pieces of Durable Medical Equipment (DME) within a fifty (50) mile radius of VAMC. Per the attached Statement of Work (SOW), terms and conditions. PRICE PER TRIP (ROUNDTRIP).	85.00	ea	_____	_____
WI 1002	Contract Period: Option 1 POP Begin: 09-01-2015 POP End: 08-31-2016	89.00	ea	_____	_____
WI 2002	Contract Period: Option 2 POP Begin: 09-01-2016 POP End: 08-31-2017	94.00	ea	_____	_____
WI 3002	Contract Period: Option 3 POP Begin: 09-01-2017 POP End: 08-31-2018	98.00	ea	_____	_____
WI 4002	Contract Period: Option 4 POP Begin: 09-01-2018 POP End: 08-31-2019	103.00	ea	_____	_____
WI 0003	Contract Period: Base	6,800.00	mi	_____	_____

	POP Begin: 09-01-2014 POP End: 08-31-2015 MILEAGE in excess of a fifty (50) mile radius for delivery or pickup. PRICE PER MILE ONE-WAY TRIP (return trip included in the one-way price).				
WI 1003	Contract Period: Option 1 POP Begin: 09-01-2015 POP End: 08-31-2016	7,140.00	mi	_____	_____
WI 2003	Contract Period: Option 2 POP Begin: 09-01-2016 POP End: 08-31-2017	7,497.00	mi	_____	_____
WI 3003	Contract Period: Option 3 POP Begin: 09-01-2017 POP End: 08-31-2018	7,872.00	mi	_____	_____
WI 4003	Contract Period: Option 4 POP Begin: 09-01-2018 POP End: 08-31-2019	8,265.00	mi	_____	_____
WI 0004	Contract Period: Base POP Begin: 09-01-2014 POP End: 08-31-2015 EMERGENCY DELIVERY, per SOW section (e) (2) (D). PRICE PER DELIVERY.	1.00	ea	_____	_____
WI 1004	Contract Period: Option 1 POP Begin: 09-01-2015 POP End: 08-31-2016	1.00	ea	_____	_____
WI 2004	Contract Period: Option 2 POP Begin: 09-01-2016 POP End: 08-31-2017	1.00	ea	_____	_____
WI 3004	Contract Period: Option 3 POP Begin: 09-01-2017 POP End: 08-31-2018	1.00	ea	_____	_____
WI 4004	Contract Period: Option 4 POP Begin: 09-01-2018 POP End: 08-31-2019	1.00	ea	_____	_____
WI 0005	Contract Period: Base POP Begin: 09-01-2014 POP End: 08-31-2015 LABOR RATE, for permanent installation and repair of DME. Per SOW section (e) (2) (C) and (5) (B). PRICE PER HOUR	46.00	hr	_____	_____
WI 1005	Contract Period: Option 1 POP Begin: 09-01-2015 POP End: 08-31-2016	48.00	hr	_____	_____
WI 2005	Contract Period: Option 2 POP Begin: 09-01-2016	50.00	hr	_____	_____

	POP End: 08-31-2017				
WI 3005	Contract Period: Option 3 POP Begin: 09-01-2017 POP End: 08-31-2018	52.00	hr		
WI 4005	Contract Period: Option 4 POP Begin: 09-01-2018 POP End: 08-31-2019	54.00	hr		
				GRAND TOTAL	

B.3 DELIVERY SCHEDULE

ITEM NUMBER		QUANTITY	DELIVERY DATE
CO 0001	SHIP TO: Dept of Veterans Affairs Harry S Truman Memorial Veterans Hospital 800 Hospital Dr Columbia ,MO 65201 5275	180.00	
KC 0001	SHIP TO: Dept of Veterans Affairs VA Medical Center - Kansas City 4801 Linwood Blvd Kansas City ,MO 64128 2226	290.00	
LV 0001	SHIP TO: Dept of Veterans Affairs Dwight D. Eisenhower VA Medical Center 4101 S 4th St Trafficway Leavenworth ,KS 66048 5014	100.00	
MA 0001	SHIP TO: Dept of Veterans Affairs VA Medical Center 2401 W Main St Marion ,IL 62959 1188	650.00	
PB 0001	SHIP TO: Dept of Veterans Affairs Harry S Truman Memorial Veterans Hospital 800 Hospital Dr Columbia ,MO 65201 5275	200.00	
ST 0001	SHIP TO: Dept of Veterans Affairs VA Medical Center St. Louis 1 Jefferson Barracks Dr St Louis ,MO 63125	1,090.00	
TP 0001	SHIP TO: Dept of Veterans Affairs Colmery O'Neil VA Medical Center 2200 Gage Blvd Topeka ,KS 66622 4199	95.00	
WI 0001	SHIP TO: Dept of Veterans Affairs ROBERT J DOLE VA MEDICAL	200.00	

CENTER
5500 E Kellogg
Wichita ,KS 67218 1607

B.4 STATEMENT OF WORK (SOW)

DME DELIVERY, PICKUP AND SERVICE

(a). GENERAL INFORMATION

(1). Title of Project:

(2). Scope of Work: The Contractor shall provide all resources necessary to accomplish the deliverables described in this statement of work (SOW), except as may otherwise be specified.

(3) Location: All deliveries and pick-ups shall be performed in the place where the veteran will reside. The area of service shall be all patients serviced by Veterans Integrated Service Network (VISN) 15. Contractors shall have a facility physically located in the geographic area of the respective VA Medical Center(s), in which they are contracted to provide service. The geographical boundaries described herein have been determined as the areas of responsibility/jurisdiction for each local VA Medical Center (see VISN 15 Facilities and Counties covered, attached).

(A). Harry S. Truman –VA Medical Center – Columbia, MO. (CO)
800 Hospital Drive
Columbia, Mo. 65201

(B). VA Medical Center - Kansas City, MO. (KC)
4801 Linwood Blvd.
Kansas City, Mo. 64128

(C). Dwight D. Eisenhower - VA Medical Center – Leavenworth, KS. (LE)
4101 S. 4th St.
Leavenworth, Ks.66048

(D). VA Medical Center – Marion, IL. (MA)
2401 West Main St.
Marion, IL. 62959

(E). John J. Pershing - VA Medical Center – Poplar Bluff, MO. (PB)
1500 N. Westwood Blvd.
Poplar Bluff, Mo. 63901

(F). Jefferson Barracks - VA Medical Center – St. Louis, MO. (SL)
#1 Jefferson Barracks Dr.
St. Louis, Mo. 63125

(G). Colmery O'Neil - VA Medical Center – Topeka, KS. (TO)
2200 Gage Blvd.
Topeka, Ks. 66622

(H). Robert J. Dole - VA Medical Center – Wichita, KS. (WI)
5500 E. Kellogg Drive
Wichita, Ks. 67218

(4). Background information: The following information is provided as historical usage and is not a guarantee of any future requirements. In FY 13 VISN 15 completed 3134 deliveries, 719 pickups, 63 emergency deliveries and total excess mileage of 47,911. Over the past two years facilities have had the following average per year:

- (A). Columbia VAMC completed 172 deliveries, 105 pickups, 3 emergency deliveries and 7235 excess miles;
- (B). Kansas City VAMC completed 287 deliveries, 125 pickups, 16 emergency deliveries and 2456 excess miles;
- (C). Leavenworth VAMC completed 97 deliveries, 56 pickups, 4 emergency deliveries and 483 excess miles;
- (D). Topeka VAMC completed 93 deliveries, 53 pickups, 1 emergency deliveries and 1631 excess miles;
- (E)). Wichita VAMC completed 204 deliveries, 76 pickups, 6 emergency deliveries and 6325 excess miles;
- (F). Marion VAMC completed 649 deliveries, 36 pickups, 17 emergency deliveries and 21274 excess miles;
- (H). Poplar Bluff VAMC completed 204 deliveries, 111 pickups, 2 emergency deliveries and 4856 excess miles;
- (I). St. Louis VAMC completed 1092 deliveries, 140 pickups, 34 emergency deliveries and 2477 excess miles;

(5). Performance Period: The Contractor shall begin the work required under this SOW commencing with the effective date of award, unless otherwise directed by the CO, and shall provide the required services until the date of contract expiration.

(6). Type of Contract: Firm-Fixed-Price.

(7). Extension of Contract. This contract may be extended for up to four (4) one (1) year option periods at the discretion of the government, in accordance with FAR 52.217 9, Option to Extend the Term of the Contract.

(b). CONTRACT AWARD MEETING. The Contractor shall not commence performance on the tasks in this SOW until the CO has conducted a kick off meeting, or has advised the Contractor that a kick off meeting is waived.

(c). EQUIPMENT TO BE STORED, DELIVERED, PICKEDUP: The Contractor is required to deliver, set-up and provide beneficiary/caregiver education on various pieces of Durable Medical Equipment at the estimated quantities listed in Attachment (1) located in Section D of this solicitation.

(d). GENERAL REQUIREMENTS.

(1). Ownership of medical equipment: The DME will be purchased by the VA and may be drop shipped to the Contractor's facility for storage and distribution. Title to all VA owned medical equipment shall remain with the VA. The Contractor must have the capability to receive motor freight.

(2). Instructions to beneficiaries and caregivers: Instructions to beneficiaries and their caregivers shall include proper use of the equipment and supplies, proper care and cleaning of the equipment and safety precautions. Initial set-up of equipment will be accomplished by a Contractor furnished Certified DME Technician in the assembly and function of each item included in the contract. He/she must be able to demonstrate a level of competence to assure proper assembly of the equipment. Documentation of patient/caregiver instruction/training will be included with the invoice.

(e). SERVICES TO BE PROVIDED.

(1). Storage and inventory: The Contractor shall maintain a stock of VA owned equipment in sufficient quantity to insure that the specified equipment and services are always readily available. A weekly inventory of VA owned equipment in storage shall be faxed to the Prosthetic Service, at the designated VA Medical Center, by close of business on Tuesday afternoon each week showing the inventory on hand at the close of business on the preceding Friday. An additional inventory of equipment will be faxed upon receipt of stock replenishment for updating purposes. The inventory will include item description, manufacturer, quantity and serial numbers. The VA will establish an initial stock level of each item and a re-order point where the Contractor is required to immediately notify the VAMC, Prosthetic Representative (or designee) for stock replenishing. The inventory quantities will as a minimum be the quantities listed in Attachment (1) - Estimated Equipment Inventory Quantities, located in Section D of this solicitation.

(A). A log of all VA owned equipment will be maintained by the Contractor which will facilitate immediate location and identification for possible retrieval.

(B). All VA owned home medical equipment shall be stored by the Contractor until delivered to the beneficiary. The Contractor must maintain a physical facility and must maintain a visible sign with posted hours of operation. The location must be accessible to the public and staffed during posted hours of business. Clean storage area must be furnished that is segregated from any dirty storage area; both areas must be clearly identified. The storage space for VA owned material will be segregated from all non-VA owned material in the storage space, be secured and provide approximately 1,500 square feet of space. The storage area must meet or exceed all applicable state, local and national fire protection (NFPA) codes.

(C). The space should have the ability to load/unload freightliners that may not have a lift gate. This may require a docking area for receiving, or a forklift, or a scissor lift if the docking area is not accessible for the loading/unloading

(D). Prior to award of this contract, the Contractor's proposed facility shall be inspected by representatives of the VA Medical Center. Failure to provide an acceptable facility that meets the standards specified will be cause for rejection of an offer. After award of the contract, the designated VA Medical Center representative(s) shall be provided access to the storage area during normal working hours (8:00 a.m.-4:30 p.m., Monday through Friday) for the purpose of inspecting VA Medical Center property.

(E). Upon commencement of the contract, an inventory of VA equipment currently stocked at the current Contractors storage area will be conducted jointly by the Contracting Officer or his/her designee and the Contractor, and will be signed by both parties. This inventory will include items of equipment and the conditions thereof. The new Contractor must pick up all VA-owned equipment and other related supplies from the previous Contractor within seven workdays after contract award, at no cost to the Government.

(F). The VA reserves the right to add durable medical equipment items routinely provided for home care patients.

(2). Delivery: The Contractor shall make delivery/pickup of all equipment, supplies, or services specified within 24 hours of notification. If the Contractor is unable to deliver or pickup item(s) for any reason, he must immediately notify the Prosthetic Service staff. The Contractor will be responsible for contacting the beneficiary or caregiver to arrange a reasonable time to accomplish the required services. Failure to deliver for reasons caused by the beneficiary or authorized caregiver shall not be held against the Contractor, however failures shall be documented and are subject to review and determination by the Contracting Officer. The Contractor shall not make deliveries when a beneficiary or an authorized representative is not at the residence or nursing home. Scheduling of deliveries will be at a time that is mutually acceptable to the Contractor and beneficiary, but shall,

as much as possible, meet with the beneficiary's requirements. The equipment will be set up in an area of the beneficiary's choice. The Contractor shall adequately prepare the site, unpack and assemble equipment in a fully operational condition.

(A). Delivery and pickup of equipment between the Contractor and VA will be at no charge.

(B). Upon completion of delivery and set-up service the Contractor shall submit written proof of delivery to the Prosthetic Service, which will include the documentation as stated in section (m) (1).

(C). Prior approval by the Prosthetic Representative or designee is required before any permanent installation of equipment to wall, ceiling, floors, etc., at the beneficiary's premises is scheduled or accomplished. All installation supplies and labor will be billed outside of this contract via a separate authorization and invoice.

(D). In special situations the Contractor shall provide emergency setup within 8 hours of notification or on a weekend or Holiday. These may be due to short notice discharges of beneficiaries requiring durable medical equipment and outpatient treatment in lieu of admitting the beneficiary. The emergency delivery surcharge will be charged in addition to the normal delivery charge and mileage charge and will be invoiced at the price specified in the Price Schedule.

(E). The Contractor will issue returned VA owned inventory first. Returned VA owned inventory are medical equipment which have been returned from VA beneficiaries, have been cleaned and are ready for reissue.

(F). Returned foam mattresses will not be reissued but will instead be disposed of by the Contractor. Only new foam mattresses will be provided to beneficiaries.

(G). The Contractor shall schedule all deliveries and pickups by geographical areas, combining trips which would result in the most economical service to the VA. If it is determined that the Contractor did not schedule deliveries and pickups using the most economical method, an adjustment in payment may result. Normal delivery and pickup zones for the purpose of this contract are defined in Section (f).

(H). A VAMC may ship equipment to any contractor awarded under this solicitation to be delivered to a beneficiary which resides within the jurisdiction of another VAMC. Delivery of that equipment will be completed at the same rates as outlined for the jurisdiction where the beneficiary will reside and any excess mileage will be computed from the nearest VAMC. The delivery orders will be from the ordering facility and billing will be made to that facility.

(3) Home Safety Inspection/Beneficiary Education:

(A). Contractor is responsible for ensuring the beneficiary has a safe home environment in accordance with Joint Commission standards. Upon delivery/set up the Contractor is responsible for ensuring the home and electrical system shall support all requirements of the equipment being provided, including:

(i). Proper electrical requirements are present. The Contractor shall check the safety of the electrical outlets in the beneficiary's home prior to installing any electrical item. Electrical outlets shall be inspected and tested to insure that ground is present and the outlet is in good physical condition. If any outlet is not grounded, a 3-prong plug adapter will be provided, installed and retested by the Contractor. It is the veteran's responsibility to have the appropriate electrical system in their residence. The VAMC shall not be responsible or liable for any unsafe electrical conditions caused by the Contractor. Any alterations to the veteran's residence will be the responsibility of the veteran. Any unsafe electrical conditions will be immediately reported to the

COR or designee by phone from the beneficiary's residence and the equipment will not be installed or left. The VAMC will provide instructions on how to proceed.

(ii). Beneficiary or caregiver education shall be performed on the proper utilization for the issued equipment to include the following:

- (1). Proper equipment usage, care/handling, cleaning and maintenance. Including a demonstration of correct use and observing a return demonstration by the beneficiary/caregiver.
- (2). Basic home safety, electric/fire safety, storage and who to call in case of an emergency.
- (3). Infectious control and precautions.
- (4). Emergency preparedness.
- (5). All education material provided by the Contractor shall be reviewed and approved by the VA.

(iii). The Contractor shall notify the COR or their designee during the home visit if the Contractor's staff determines there are unsafe conditions which may include, but are not limited to, fire safety hazards, beneficiary abuse, or any instance that places the beneficiary, Contractor's staff or others, in immediate danger. The Contractor shall contact the COR or designee by phone during the home visit and furnish (via encrypted email or fax) written documentation of the safety hazard to the COR or their designee within five (5) business days of the incident.

(iv). Contractor shall provide the beneficiary a magnet which contains the Contractor's name and emergency 24 hour toll-free phone number for requesting emergency replacement.

(v). The Contractor shall be responsible for notifying the COR or their designee by telephone while in the Patient's home, if any alteration to the Patient's home is necessary to accommodate the equipment, including electrical work.

(4). Pickup: All pickups will be accomplished within 24 hours after notification. Scheduling of pickups will be left to the Contractor, but shall, as much as possible, meet with beneficiary's requirements.

(5). Equipment return:

(A). All equipment suitable for reissue will be disinfected, cleaned, tagged, bagged and returned to inventory within 48 hours.

(B). Repairs to VA owned equipment:

(i). The Contractor will inspect all returned equipment and perform repairs as needed. All repairs done to the VA owned equipment will be completed in accordance with manufacturer's recommendations by an individual certified by the manufacturer to perform such repairs. Certification of training of technicians performing work on VA owned equipment will be required. VA owned equipment will include all the equipment listed in Attachment (1) – Estimated Equipment Inventory Quantities located in Section D of this solicitation. The Contractor will ensure technicians receive appropriate training on any equipment they currently are not certified to repair, within 90 days of award of this contract.

(ii). For this purpose, it will be necessary for the Contractor to maintain a sufficient amount of repair and/or replacement parts on hand to assure prompt and expeditious repairs. For repairs the Contractor will contact the Prosthetic Service and a separate purchase order will then be issued, on a case by case basis for authorized repairs. Before any repairs are made the Contractor agrees to submit an estimate of charges to the Prosthetic Service.

(C). Returned equipment shall be disinfected, cleaned, bagged, tagged and in good condition for reissue to another beneficiary before being placed in inventory for reissue. Bagged equipment will be tagged showing date of cleaning and date placed in storage.

(D). Items that are returned, which the Contractor determines to be non-serviceable, will be set aside and tagged for inspection and final determination by VA personnel. A list of all non-serviceable equipment

will be prepared by the Contractor, to include serial numbers, and presented to the COR during the quarterly site visit. VA will approve disposition and maintain a copy for VA record. The Contractor will properly dispose of all non-serviceable equipment, in accordance with state and local laws, at no additional cost to the Government. Foam mattresses, which are returned, will be properly disposed of in accordance with state and local laws, by the Contractor, upon receipt, at no additional cost to the Government.

(6) Special notifications: All accidents, malfunctions, injuries, death, and equipment recalls related to the provision, delivery and use of durable medical equipment shall be immediately (within 24 hours of occurrence) reported to the Contracting Officers Representative (COR) or his/her designee and to the manufacturer of the equipment.

(7). Standard precautions shall be used at all times when handling all contaminated equipment/items. Gloves shall be worn when handling items soiled with blood and/or body fluids. Hands shall be washed before and after visiting each patient and when gloves are removed. Contaminated equipment will be separated from clean equipment.

(8). Source of Information: The Contractor will transact business only with the appropriate offices of VA Medical Center and in no case deal directly with or solicit beneficiaries of the VA.

(f). MILEAGE FACTORS: Service delivery and pricing for this contract is based upon mileage from each of the VA Medical Facilities (VAMC) identified in the Price and Delivery Schedules.

(1). The Contractor's physical facility must be located within a thirty-five (35) mile radius of the VAMC, with the exception of the Topeka VAMC, provided there is a facility within 35 miles of the Leavenworth VAMC.

(2). Delivery and pickup mileage will always be calculated between the ordering VAMC and beneficiary's address, NOT between the Contractor's physical storage facility and the beneficiary's address.

(3). If the beneficiary's delivery address is anywhere inside of a fifty (50) mile radius of the ordering VAMC, the delivery or pickup will be at the firm-fixed-price per trip charge specified in the Price Schedule.

(4). If the beneficiary's delivery address is anywhere outside of a fifty (50) mile radius of the respective VAMC, the delivery or pickup will be priced at the firm-fixed-price per trip charge specified in the Price Schedule plus the mileage price specified in the Price Schedule for that portion of the trip (one way) that is outside of the fifty (50) mile radius.

(5). Mileage between the nearest VAMC and the beneficiary's address will be calculated utilizing the Internet site <https://maps.google.com> The shortest distance between the two addresses will be utilized for computation.

(6). Computed mileage will be rounded to the nearest whole mile.

(g). ELECTRICAL REQUIREMENTS:

(1). It is the responsibility of the Contractor to ascertain that the electric service in the residence is capable of handling the additional power load caused by installation and use of the equipment.

(2). It is the responsibility of the Contractor to assure the determination of the capability of the electrical service to handle the additional load is made by persons qualified to do so.

(3i). Equipment shall not be delivered to sites where there is improper wiring, outlets, or any other readily visible safety problems. In those cases the Contractor should abort the delivery and notify the Prosthetic Representative or designee. The Prosthetic Representative or designee will notify the prescribing physician.

(4). If the Contractor installs the equipment under this contract and the electrical service in the residence is not able to handle the load, the repair of any and all resultant damage will be the sole responsibility of the Contractor.

(h). RIGHTS AND RESPONSIBILITIES: The Contractor shall furnish each beneficiary with a written statement of Patients' Rights and Responsibilities. The beneficiary or caregiver will sign the form provided by the Contractor reflecting that rights and responsibilities are understood.

(i). EMPLOYEE ORIENTATION PROGRAM: The Contractor shall provide and document orientation programs for all personnel involved in the delivery of services under this contract within 30 days of employment. Orientation will include, but not be limited to, equipment safety and management appropriate to the service provided, electrical requirements, back-up and emergency systems, equipment safety check procedures, patient confidentiality, handling emergencies, home safety, and infection control policy and procedures. Training is to be documented in accordance with Joint Commission requirements. Copies of documentation of regular and at least annual in-service training (regarding topics covered in orientation) and retraining of personnel will be sent to the Contracting Officer or his/her designee. The Contracting Officer or his/her designee must have access to all records at Contractor satellite offices upon request via facsimile or other mode, if such records are housed at the main office.

(j). POLICIES AND PROCEDURES: The Contractor shall have written policies and procedures to include:

(1). A process for notification of equipment hazards, defects and recalls and an effective written recall plan. This plan shall be housed at the main office.

(2). A process for the cleaning and storage of recovered/dirty equipment which addresses:

(A). Segregation of clean and dirty equipment;

(B). Contaminated equipment storage;

(C). Delivery process;

(D). Storage process;

(E). Cleaning (detergent/disinfectant solution)

(F). Non-contamination/clean storage area, items wrapped in plastic;

(G). Labeling of clean equipment, indicate date and procedures;

(H). Safety check of electrical equipment

(3). A process for reporting and resolving patient complaints, which will include a file of the complaints, the steps taken to resolve the complaint and subsequent follow-up of the problem. The complaints registered and the Contractor's action to resolve them shall be reported quarterly to the Contracting Officer or his/her designee. If no complaints were received within the quarter a report stating that fact is required. This policy and procedure shall be housed at the home office.

(k). QUALITY ASSURANCE PROGRAM: Contractor shall maintain an on-going quality assurance program to objectively and systematically monitor and evaluate the quality and appropriateness of care, resolve identified problems, pursue opportunities for improved beneficiary care and provide a self-assessment of compliance with this contract. Quarterly reports shall be provided to the Contracting Officer or his/her designee within ten (10) work days after the close of that quarter.

(l). VA RESPONSIBILITIES: The VA is responsible for assessment and ongoing assessment of the beneficiary need for continuation and changes in the services provided.

(m). ORDERS AND PAYMENTS: The Contractor shall accept government purchase card orders against this contract from authorized personnel in the Prosthetic Service from any VA Medical Center listed in the solicitation. Prosthetic personnel will place orders by telephone, confirming the order with a faxed purchase card authorization which will include the obligation number. The Contractor shall have level 2 purchase card capabilities and shall use the assigned obligation number on the charge and the invoice when it is sent to the Prosthetic Service for payment.

(1). The invoice and/or attached documentation will show at a minimum:

(A). Beneficiary Name.

(B). Authorization number.

(C). Date of Service.

(D). Description and condition (new or used) of each item(s) delivered/picked, to include serial numbers.

(E). Instruction in use/care of equipment given to patient/caregiver.

(F). Patient's Rights and Responsibility given to patient/caregiver.

(G). Patients/caregiver signature.

(H). Charges assessed for the service(s).

(2). Invoices with attachments should be sent to the address/s specified in the authorization.

(n). SPECIAL REQUIREMENTS:

(1). Accreditation. The Contractor must meet or exceed all Joint Commission standards for all services provided herein. The Contractor must submit written documentation of meeting or exceeding all Joint Commission Home Care standards for Durable Medical Equipment, current edition, as part of its technical proposal and updated yearly thereafter. The contractor must be accredited by a nationally recognized organization and must maintain that accreditation throughout the term of the contract. If Contractor receives conditional accreditation or does not meet Joint Commission standards, the VA must receive immediate notification in writing citing the follow-up action plan. If Joint Commission accreditation or standards cannot be met, the VA reserves the right to terminate the contract for default. Each branch office or distribution point must be nationally accredited and meet Joint Commission standards. Contractor must maintain accreditation throughout the duration of the contract. All prospective Contractors must include with their proposal documentation a narrative describing how they have met the Joint Commission standards. The Contractor will notify the Contracting Officer of any change in accreditation status within 24 hours.

(2). Contractor personnel.

(A). Contractor's representatives shall present a professional appearance and adhere to the following as a minimum:

(i). An ID badge shall be affixed to clothing above the waist with the Company name, employee name, and photograph to the front and clearly visible.

(ii). Shoes shall be clean and in good condition (open toe shoes are not acceptable).

(iii). Shirts and/or blouses shall be uniform and contain the companies name and/or logo.

(iv). Slacks or khakis shall be worn. Blue jeans are not allowed.

- (v). Mid-calf dress slacks or trousers shall not be denim, revealing, provocative, spandex or similar tight fitting fabrics
- (vi). Socks, stockings, or hosiery shall be worn at all times.
- (vii). Skirts shall be at or below knee length.

(B). The Contractor shall develop, maintain and make available for review, personnel folders on all Contractor personnel performing under this contract

(C). Contractor must provide and document personnel orientation, ongoing personnel education and ongoing assessment of personnel competency for all personnel involved with the services covered under this contract, according to The Joint Commission standards.

(D). All Contractor and sub-contractor staff must annually complete VHA Privacy and HIPAA training as specified in Section C.13 - IT Contract Security. Periodically, The COR can request a list of Contractor personnel from which the COR may select a sample to request proof of training.

(E). Only Contractor personnel that have been properly trained and who have demonstrated competency may perform services under this contract.

(F). The Contractor shall be staffed and have sufficient supplies to render satisfactory and courtesy service at all time to the beneficiary. The Contractor shall be responsible for the acts and omissions of his/her personnel.

(3). Background Investigations and Special Agreement Checks.

(A). All Contractor personnel are subject to the same level of investigation as VA employees who have access to VA Sensitive Information. The level of background investigation commensurate with the level of access needed to perform the statement of work is: **National Agency Check with Written Inquiries (NACI)**. This requirement is applicable to all subcontractor personnel requiring the same access.

(B). Upon award, the Contracting Officer shall provide the Contractor with a "Notice of Award" letter which includes the Contractor Security Procedure Flowchart. The "Notice of Award" letter will instruct the Contractor to go to the VHA Service Center website to obtain the VHA Service Center (VSC) Security Request Packet, which contains all the forms that the Contractor must fill out. The web address is: http://vaww.va.gov/VHASERVICECENTER/Human_Resources.asp

(i). Within five business days of receiving the "Notice of Award" letter, the Contractor shall submit a completed Contract Security Services Request Form (Form #1A/B) to the Contracting Officer.

(ii). Within five business days of receiving the "Notice of Award" letter, each contract employee listed on the Contract Security Services Request Form (Form #1A/B) must be fingerprinted. The "Notice of Award" letter will instruct the Contractor to contact the COR or local VA facility with assistance in scheduling an appointment to be fingerprinted.

(C). Once a Contractor employee has submitted the required paperwork and has been fingerprinted, the VSC conducts the background screening. The VSC may request an applicant to complete and send an OPM Optional Form 306, Declaration of Federal Employment, if issues are identified. Upon completion of a background screening, the VSC will forward a "Fingerprint Check - National Criminal History Check Completion Notice" (NCHC) to the Contracting Officer, which will indicate a favorable or unfavorable screening decision for each Contractor employee listed on the form.

(D). Upon receipt of the NCHC notice from the VSC, and verification of a fully executed local or National Business Associate Agreement if required, the Contracting Officer shall send the Contractor a "Notice to Proceed" letter together with a copy of the NCHC notice, which will instruct those Contractor

employees who have favorable screening decisions to begin working and fulfill remaining security requirements.

(4). HIPAA. The Contractor will be given beneficiary information that may include Veteran's name, place of residence address, telephone number, and social security number. Beneficiary information is confidential and is protected under the Privacy Act of 1974 and the Healthcare Insurance Portability and Accountability Act of 1996 (HIPAA) and should be destroyed in accordance with Federal Regulations. See FAR 52.224-1 and 52.224-2.

(5). Disclosure. Beneficiary information, no matter how developed, shall be treated as CONFIDENTIAL information. Lists and/or names of beneficiaries shall NOT be disclosed or revealed for any use outside the VA, without prior written permission of the VA. The VA database listing may NEVER be utilized for solicitation of any kind. Any correspondence to veterans MUST have prior approval and be signed by the Contractor and the VA. Any individual making unauthorized disclosure may be criminally liable for violations under HIPAA.

(6). Business Associate Agreements (BAA). The contract resulting from this solicitation has been identified as requiring a Business Associate Agreement as defined in Health Insurance Portability and Accountability Act (HIPAA), Public Law 104-191. A sample template of this agreement is enclosed in Section D, Attachment (11).

(7). Contractor Vehicles:

(A). All delivery vehicles will be clearly identified with the name of the Contractor on the vehicles.

(B). Delivery vehicles, if dirty and clean equipment is transported in the same vehicle, will have a clearly demarcated area for clean and dirty items. Contractor's procedures for handling the pick-up of dirty equipment will meet The Joint Commission Standards.

(C). All delivery vehicles will be licensed and insured in accordance with state/local requirements.

(8). Site Visits:

(A). Quarterly, unscheduled on-site visits will be made by the COR or his/her designee to monitor the Contractor's performance under this contract. (see attached Contractor Inspection Sheet) The Contractor agrees to make available all records and documentation during the monitoring visit.

(B). Contractor agrees to accept visits by an accrediting body representative or other VA representatives accompanied by the COR or his/her designee necessary to review the contract services provided to the VAMC at no extra cost to the Government.

(9). Infection Control:

(A). The Contractor shall have a current plan for surveillance, prevention and control of infection in accordance with National Accreditation standards.

(B). Contractors shall provide a list of names to the COR or designee of all veteran patients exposed to communicable diseases by contracted staff during an identified incubation period. The type of exposure will also be identified.

(C). The Contractor shall collect, trend, and report on data related to the Contractor's Infection Control Program to the COR or designee on a quarterly basis via encrypted email or fax. The quarterly report is due to the COR within 30 days of the conclusion of the quarter.

(10). Reporting requirements:

(A). Quality Assurance Reports - Quarterly reports shall be provided to the Contracting Officer or his/her designee within 30 days after the close of that quarter.

(B). Infection Control - The quarterly report is due to the COR within 30 days of the conclusion of the quarter.

(C). Contractor will conduct a patient satisfaction survey of all patients provided services under this contract and will report findings to the COR quarterly. A 95% satisfaction rating is required. The quarterly report is due to the COR within 30 days of the conclusion of the quarter.

(11). Required registration with Contractor Performance Assessment Reporting System (CPARS):

(A). As prescribed in Federal Acquisition Regulation (FAR) Part 42.15, the Department of Veterans Affairs (VA) evaluates Contractor past performance on all contracts that exceed \$150,000, and shares those evaluations with other Federal Government contract specialists and procurement officials. The FAR requires that the Contractor be provided an opportunity to comment on past performance evaluations prior to each report closing. To fulfill this requirement VA uses an online database, CPARS, which is maintained by the Naval Seal Logistics Center in Portsmouth, New Hampshire. CPARS has connectivity with the Past

(B). Performance Information Retrieval System (PIRS) database, which is available to all Federal agencies. PIRS is the system used to collect and retrieve performance assessment reports used in source selection determinations and completed CPARS report cards transferred to PIRS. CPARS also includes access to the federal awardee performance and integrity information system (FAPIS). FAPIS is a web-enabled application accessed via CPARS for Contractor responsibility determination information.

(C). Each Contractor whose contract award is estimated to exceed \$150,000 is required to register with CPARS database at the following web address: www.cpars.csd.disa.mil. Help in registering can be obtained by contacting Customer Support Desk @ DSN: 684-1690 or COMM: 207-438-1690. Registration should occur no later than thirty days after contract award, and must be kept current should there be any change to the Contractor's registered representative.

(D). For contracts with a period of one year or less, the contracting officer will perform a single evaluation when the contract is complete. For contracts exceeding one year, the contracting officer will evaluate the Contractor's performance annually. Interim reports will be filed each year until the last year of the contract, when the final report will be completed. The report shall be assigned in CPARS to the Contractor's designated representative for comment. The Contractor representative will have thirty days to submit any comments and re-assign the report to the VA contracting officer.

(E). Failure to have a current registration with the CPARS database, or to re-assign the report to the CO within those thirty days, will result in the Government's evaluation being placed on file in the database with a statement that the Contractor failed to respond.

(m) Solicitation Attachments. The following items will apply to this solicitation and the resulting contract/s:

(1). Attachment (1) – Estimated Equipment Inventory Quantities. Furnished to provide Contractor information on the minimum type and amount of items that will be required to be stored for each facility.

(2). Attachment (2) – Wage Determinations Incorporated by Reference. Most current Wage Determinations as published by the Dept. of Labor. Furnished to provide Contractor information on the minimum wages that must be paid to Contractor personnel in accordance with the Service Contract Act of 1965.

- (3). Attachment (3) – DME Inspection Document. Inspection criteria check-off that will be utilized by the COR during Contractor on-site inspections. Furnished to provide Contractor advanced notice as to what items will be inspected.
- (4). Attachment (4) – Area of coverage. Furnished to provide Contractor information on the county areas that the Contractor must be able to provide services in for the VA Medical Centers identified in this solicitation.
- (5). Attachment (5) – Contractor Rules of Behavior (VA Handbook 6500.6 Appx D). Copy of the form that the Contractor must sign at the time of contract award. Furnished to provide Contractor advanced notice of the form’s requirements.
- (6). Attachment (6) – Contractor Confidentiality Agreement (VA Form 0752). Copy of the form that the Contractor must sign at the time of contract award. Furnished to provide Contractor advanced notice of the form’s requirements.
- (7). Attachment (7) - Sample Quality Assurance Surveillance Plan (QASP). To be utilized by the Contractor and the government to negotiate a QASP that is mutually agreeable to both parties.
- (8). Attachment (8) – Contract Security Services Request Form #1. Copy of the form that the Contractor personnel must use to request a NACI background investigation. Furnished to provide Contractor advanced notice of the form’s requirements.
- (9). Attachment (9) - Contractor/Employee Fingerprinting Request Form #2. Copy of the form that the Contractor personnel must use to request fingerprinting for the NACI background investigation. Furnished to provide Contractor advanced notice of the form’s requirements.
- (10). Attachment (10) – Declaration for Federal Employment – Optional Form 306. . Copy of the form that the Contractor personnel must use if additional background information is required for the NACI background investigation. Furnished to provide Contractor advanced notice of the form’s requirements.
- (11). Attachment (11) - Business Associate Agreements (BAA). Copy of the form that the Contractor must sign at the time of contract award. Furnished to provide Contractor advanced notice of the form’s requirements.

SECTION C - CONTRACT CLAUSES

C.1 52.212-4 CONTRACT TERMS AND CONDITIONS--COMMERCIAL ITEMS (MAY 2014)

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

- (1) Within a reasonable time after the defect was discovered or should have been discovered; and
- (2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

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

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

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

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

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

(g) Invoice.

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

- (i) Name and address of the Contractor;

(ii) Invoice date and number;

(iii) Contract number, contract line item number and, if applicable, the order number;

(iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;

(v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;

(vi) Terms of any discount for prompt payment offered;

(vii) Name and address of official to whom payment is to be sent;

(viii) Name, title, and phone number of person to notify in event of defective invoice; and

(ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

(x) Electronic funds transfer (EFT) banking information.

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

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

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

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

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

(i) Payment.-

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

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

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

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

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

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

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

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

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

(D) Contractor point of contact.

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

(6) Interest.

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

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

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

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

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

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

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

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

(A) The date fixed under this contract.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(r) Compliance with laws unique to Government contracts. The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to

officials not to benefit; 40 U.S.C. chapter 37, Contract Work Hours and Safety Standards; 41 U.S.C. chapter 87, Kickbacks; 41 U.S.C. 4712 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. chapter 21 relating to procurement integrity.

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

(1) The schedule of supplies/services.

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

(3) The clause at 52.212-5.

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

(5) Solicitation provisions if this is a solicitation.

(6) Other paragraphs of this clause.

(7) The Standard Form 1449.

(8) Other documents, exhibits, and attachments

(9) The specification.

(t) System for Award Management (SAM).

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

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

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

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

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

(u) Unauthorized Obligations.

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

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

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

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

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

(End of Clause)

C.2 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> FAR

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

<u>FAR Number</u>	<u>Title</u>	<u>Date</u>
52.203-17	CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS	APR 2014
52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER	MAY 2011
52.224-1	PRIVACY ACT NOTIFICATION	APR 1984
52.224-2	PRIVACY ACT	APR 1984
52.227-14	RIGHTS IN DATA—GENERAL	MAY 2014
52.232-39	UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS	JUN 2013

52.232-40	PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS	DEC 2013
52.237-3	CONTINUITY OF SERVICES	JAN 1991
52.245-1	GOVERNMENT PROPERTY	APR 2012
52.245-9	USE AND CHARGES	APR 2012
852.203-70	COMMERCIAL ADVERTISING	JAN 2008
852.203-71	DISPLAY OF DEPARTMENT OF VETERANS AFFAIRS HOTLINE POSTER	DEC 1992
852.232-72	ELECTRONIC SUBMISSION OF PAYMENT REQUESTS	NOV 2012

(End of Clause)

C.3 52.216-18 ORDERING (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from September 1, 2014 through August 31, 2019.

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

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

(End of Clause)

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

(a) *Minimum order.* When the Government requires supplies or services covered by this contract in an amount of less than \$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 \$1,000.00;

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

(3) A series of orders from the same ordering office within 1 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 24 hours days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of Clause)

C.5 52.216-21 REQUIREMENTS (OCT 1995) ALTERNATE I (APR 1984)

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

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

(c) The estimated quantities are not the total requirements of the Government activity specified in the Schedule, but are estimates of requirements in excess of the quantities that the activity may itself furnish within its own capabilities. Except as this contract otherwise provides, the Government shall order from the Contractor all of that activity's requirements for supplies and services specified in the Schedule that exceed the quantities that the activity may itself furnish within its own capabilities.

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

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

(f) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract that exceed 6 months from the end of the effective period stated in the schedule.

(End of Clause)

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

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

(End of Clause)

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

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

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

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

(End of Clause)

C.8 52.232-19 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR (APR 1984)

Funds are not presently available for performance under this contract beyond August 31, 2015. The Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond August 31, 2015, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

(End of Clause)

C.9 VAAR 852.237-70 CONTRACTOR RESPONSIBILITIES (APR 1984)

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

(End of Clause)

C.10 IT CONTRACT SECURITY

VA INFORMATION AND INFORMATION SYSTEM SECURITY/PRIVACY

1. GENERAL

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

2. ACCESS TO VA INFORMATION AND VA INFORMATION SYSTEMS

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

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

c. Contract personnel who require access to national security programs must have a valid security clearance. National Industrial Security Program (NISP) was established by Executive Order 12829 to ensure that cleared U.S. defense

industry contract personnel safeguard the classified information in their possession while performing work on contracts, programs, bids, or research and development efforts. The Department of Veterans Affairs does not have a Memorandum of Agreement with Defense Security Service (DSS). Verification of a Security Clearance must be processed through the Special Security Officer located in the Planning and National Security Service within the Office of Operations, Security, and Preparedness.

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

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

3. VA INFORMATION CUSTODIAL LANGUAGE

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

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

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

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

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

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

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

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

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

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

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

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

4. INFORMATION SYSTEM DESIGN AND DEVELOPMENT – NOT APPLICABLE TO THIS ACQUISITION

5. INFORMATION SYSTEM HOSTING, OPERATION, MAINTENANCE, OR USE - NOT APPLICABLE TO THIS ACQUISITION

6. SECURITY INCIDENT INVESTIGATION

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

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

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

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

7. LIQUIDATED DAMAGES FOR DATA BREACH

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

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

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

- (1) Nature of the event (loss, theft, unauthorized access);
- (2) Description of the event, including:
 - (a) date of occurrence;
 - (b) data elements involved, including any PII, such as full name, social security number, date of birth, home address, account number, disability code;
- (3) Number of individuals affected or potentially affected;
- (4) Names of individuals or groups affected or potentially affected;
- (5) Ease of logical data access to the lost, stolen or improperly accessed data in light of the degree of protection for the data, e.g., unencrypted, plain text;

- (6) Amount of time the data has been out of VA control;
- (7) The likelihood that the sensitive personal information will or has been compromised (made accessible to and usable by unauthorized persons);
- (8) Known misuses of data containing sensitive personal information, if any;
- (9) Assessment of the potential harm to the affected individuals;
- (10) Data breach analysis as outlined in 6500.2 Handbook, Management of Security and Privacy Incidents, as appropriate; and
- (11) Whether credit protection services may assist record subjects in avoiding or mitigating the results of identity theft based on the sensitive personal information that may have been compromised.

d. Based on the determinations of the independent risk analysis, the contractor shall be responsible for paying to the VA liquidated damages in the amount of per affected individual to cover the cost of providing credit protection services to affected individuals consisting of the following:

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

8. SECURITY CONTROLS COMPLIANCE TESTING

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

9. TRAINING

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

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

- (2) Successfully complete the VA Cyber Security Awareness and Rules of Behavior training and annually complete required security training;
 - (3) Successfully complete the appropriate VA privacy training and annually complete required privacy training; and
 - (4) Successfully complete any additional cyber security or privacy training, as required for VA personnel with equivalent information system access [to be defined by the VA program official and provided to the contracting officer for inclusion in the solicitation document - e.g., any role-based information security training required in accordance with NIST Special Publication 800-16, Information Technology Security Training Requirements.]
- b. The contractor shall provide to the contracting officer and/or the COR a copy of the training certificates and certification of signing the Contractor Rules of Behavior for each applicable employee within 1 week of the initiation of the contract and annually thereafter, as required.
- c. Failure to complete the mandatory annual training and sign the Rules of Behavior annually, within the timeframe required, is grounds for suspension or termination of all physical or electronic access privileges and removal from work on the contract until such time as the training and documents are complete.

(End of Clause)

(End of Addendum to 52.212-4)

C.11 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (MAY 2014)

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

(1) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).

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

(2) 52.233-3, Protest After Award (Aug 1996) (31 U.S.C. 3553).

(3) 52.233-4, Applicable Law for Breach of Contract Claim (Oct 2004) (Public Laws 108-77 and 108-78 (19 U.S.C. 3805 note)).

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

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

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

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

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

(5) 52.204-11, American Recovery and Reinvestment Act-Reporting Requirements (JUL 2010) (Pub. L. 111-5).

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

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

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

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

(10) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (MAY 2012) (section 738 of Division C of Pub. L. 112-74, section 740 of Division C of Pub. L. 111-117, section 743 of Division D of Pub. L. 111-8, and section 745 of Division D of Pub. L. 110-161).

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

(12) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JAN 2011) (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 2011) (15 U.S.C. 644).

(ii) Alternate I (NOV 2011).

(iii) Alternate II (NOV 2011).

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

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

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

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

(17)(i) 52.219-9, Small Business Subcontracting Plan (Jul 2013) (15 U.S.C. 637(d)(4)).

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

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

(iv) Alternate III (JUL 2010) of 52.219-9.

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

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

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

- (21)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (OCT 2008) (10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer.)
- (ii) Alternate I (June 2003) of 52.219-23.
- (22) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (Jul 2013) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- (23) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (Oct 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- (24) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (NOV 2011) (15 U.S.C. 657f).
- (25) 52.219-28, Post Award Small Business Program Rerepresentation (Jul 2013) (15 U.S.C 632(a)(2)).
- (26) 52.219-29, Notice of Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (Jul 2013) (15 U.S.C. 637(m)).
- (27) 52.219-30, Notice of Set-Aside for Women-Owned Small Business (WOSB) Concerns Eligible Under the WOSB Program (Jul 2013) (15 U.S.C. 637(m)).
- (28) 52.222-3, Convict Labor (June 2003) (E.O. 11755).
- (29) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (JAN 2014) (E.O. 13126).
- (30) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).
- (31) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).
- (32) 52.222-35, Equal Opportunity for Veterans (SEP 2010) (38 U.S.C. 4212).
- (33) 52.222-36, Affirmative Action for Workers with Disabilities (Oct 2010) (29 U.S.C. 793).
- (34) 52.222-37, Employment Reports on Veterans (SEP 2010) (38 U.S.C. 4212).
- (35) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496).
- (36) 52.222-54, Employment Eligibility Verification (AUG 2013). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)
- (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) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007)(42 U.S.C. 8259b).
- (39)(i) 52.223-16, IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (DEC 2007) (E.O. 13423).

- (ii) Alternate I (DEC 2007) of 52.223-16.
 - (40) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011)
 - (41) 52.225-1, Buy American--Supplies (MAY 2014) (41 U.S.C. chapter 83).
 - (42)(i) 52.225-3, Buy American--Free Trade Agreements--Israeli Trade Act (MAY 2014) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43.
 - (ii) Alternate I (MAY 2014) of 52.225-3.
 - (iii) Alternate II (MAY 2014) of 52.225-3.
 - (iv) Alternate III (MAY 2014) of 52.225-3.
 - (43) 52.225-5, Trade Agreements (NOV 2013) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).
 - (44) 52.225-13, Restrictions on Certain Foreign Purchases (JUN 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
 - (45) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).
 - (46) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).
 - (47) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).
 - (48) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).
 - (49) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).
 - (50) 52.232-33, Payment by Electronic Funds Transfer--System for Award Management (Jul 2013) (31 U.S.C. 3332).
 - (51) 52.232-34, Payment by Electronic Funds Transfer--Other than System for Award Management (Jul 2013) (31 U.S.C. 3332).
 - (52) 52.232-36, Payment by Third Party (MAY 2014) (31 U.S.C. 3332).
 - (53) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).
 - (54)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631).
 - (ii) Alternate I (Apr 2003) of 52.247-64.
- (c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:
- (1) 52.222-41, Service Contract Labor Standards (MAY 2014) (41 U.S.C. chapter 67).

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

<u>5730-Motor Vehicle Operator WG-5</u>	
Jackson Cty MO/Leavenworth Cty KS	\$20.02-\$7.30
Shawnee Cty KS	\$17.74-\$6.47
Sedgwick Cty KS	\$20.33-\$7.41
Boone Cty MO/St Louis Cty MO	\$19.04-\$6.94
Williamson Cty IL	\$19.04-\$6.94
Butler Cty MO	\$15.40-\$5.61

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(v) 52.222-35, Equal Opportunity for Veterans (SEP 2010) (38 U.S.C. 4212).

(vi) 52.222-36, Affirmative Action for Workers with Disabilities (Oct 2010) (29 U.S.C. 793).

(vii) 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.

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

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

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

(x) 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).

(xi) 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).

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

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

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

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

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

(End of Clause)

SECTION D - CONTRACT DOCUMENTS, EXHIBITS, OR ATTACHMENTS

D.1 CONTRACT DOCUMENTS, EXHIBITS, OR ATTACHMENTS (ATTACHED AS SEPARATE DOCUMENTS)

TITLE	DATE	PAGE COUNT
Attachment (1) – Estimated Equipment Inventory Quantities (in Adobe .pdf format)	N/A	2
Attachment (2) - Wage Determination Incorporated by Reference (in Adobe .pdf format)	N/A	2
Attachment (3) – DME Inspection Document (in Adobe .pdf format)	N/A	1
Attachment (4) – Area of Coverage – List of Counties Covered (in Adobe .pdf format)	N/A	2
Attachment (5) – Contractor Rules of Behavior (VA Handbook 6500.6 Appendix D) (in Adobe .pdf format)	N/A	5
Attachment (6) – Contractor Confidentiality Agreement (VA Form 0752) (in Adobe .pdf format)	SEP 2005	5
Attachment (7) – Sample Quality Assurance Surveillance Plan (QASP) (in Adobe .pdf format)	N/A	9
Attachment (8) – Contract Security Services Request Form #1 (in Adobe .pdf format)	August 2011	1
Attachment (9) – Contractor/Employee Fingerprinting Request Form #2 (in Adobe .pdf format)	August 2011	1
Attachment (10) – Declaration for Federal Employment – Optional Form 306 (in Adobe .pf format)	October 2011	3
Attachment (11) – Business Associate Agreement (in Adobe .pdf format)	N/A	5

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SECTION E - SOLICITATION PROVISIONS

E.1 52.212-1 INSTRUCTIONS TO OFFERORS--COMMERCIAL ITEMS (APR 2014)

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

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

- (1) The solicitation number;
- (2) The time specified in the solicitation for receipt of offers;
- (3) The name, address, and telephone number of the offeror;
- (4) A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary;
- (5) Terms of any express warranty;
- (6) Price and any discount terms;
- (7) "Remit to" address, if different than mailing address;
- (8) A completed copy of the representations and certifications at FAR 52.212-3 (see FAR 52.212-3(b) for those representations and certifications that the offeror shall complete electronically);
- (9) Acknowledgment of Solicitation Amendments;
- (10) Past performance information, when included as an evaluation factor, to include recent and relevant contracts 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 or commercial items for satisfying the requirements of this solicitation. Each offer submitted will be evaluated separately.

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

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

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

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

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

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

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

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

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

(5) Offers may be withdrawn by written notice received at any time before the exact time set for receipt of offers. Oral offers in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for receipt of offers, subject to the conditions specified in the solicitation concerning facsimile offers. An offer may be withdrawn in person by an offeror or its authorized representative if, before the exact time set for receipt of offers, the identity of the person requesting withdrawal is established and the person signs a receipt for the offer.

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

(h) Multiple awards. The Government may accept any item or group of items of an offer, unless the offeror qualifies the offer by specific limitations. Unless otherwise provided in the Schedule, offers may not be submitted for quantities less

than those specified. The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit prices offered, unless the offeror specifies otherwise in the offer.

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

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

GSA Federal Supply Service Specifications Section Suite 8100 470 East L'Enfant Plaza, SW, Washington, DC 20407

Telephone (202) 619-8925 Facsimile (202) 619-8978.

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

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

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

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

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

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

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

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

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

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

(j) Data Universal Numbering System (DUNS) Number. (Applies to all offers exceeding \$3,000, and offers of \$3,000 or less if the solicitation requires the Contractor to be registered in the System for Award Management (SAM) database. The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS +4" followed by the DUNS or DUNS +4 number that identifies the offeror's name and address. The DUNS +4 is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the offeror to establish additional SAM records for identifying alternative Electronic Funds Transfer (EFT) accounts (see FAR Subpart 32.11) for the same concern. If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. An offeror within the United States may contact Dun and Bradstreet by calling 1-866-705-5711 or via the internet at <http://www.fedgov.dnb.com/webform>. An offeror located outside the United States must contact the local Dun and Bradstreet office for a DUNS number. The offeror should indicate that it is an offeror for a Government contract when contacting the local Dun and Bradstreet office.

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

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

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

(End of Provision)

Addendum to FAR Provision 52.212-1 Instructions to Offerors - - Commercial Items (APR 2014)

****INSTRUCTIONS FOR QUOTATION SUBMISSION****

(a). A Hard copy of quotations may be provided to the following address to arrive no later than the time and date specified in section 8 of the SF1449:

Dept. of Veteran's Affairs
Attn: Larry A Buell, CPPO – Contract Specialist
Network Contracting Office (NCO) 15
3450 S 4th St Trafficway
Leavenworth KS 66048

(b). Optional submission procedure. Instead of providing a hard copy proposal package the Offeror, at their option, may submit the quotation via secure electronic format to arrive no later than the time and date specified in section 8 of the SF1449, to:

Larry A Buell, CPPO – Contract Specialist
larry.buell@va.gov

The email must have the solicitation number identified in the subject line. Files must be readable using Adobe .pdf or Microsoft Office 2007, Word, Excel, PowerPoint, or Access. Scanner resolutions must be set at least 200 dots per inch (dpi) when submitting files in Adobe PDF. Ensure that attachments are not too large to be emailed. When splitting up the attachment, be sure to identify on the email subject line, i.e., RPQ-1123/ABC Company/1 of 4. Note: Zip files are not acceptable. It is incumbent upon the offeror to ensure that their offer was received by the due date and time when submitting electronically.

(c). NO FACISIMILE SUBMISSIONS WILL BE ACCEPTED.

(d). It is requested that the following documents be provided with the offeror’s response:

- (1). Offer Form (Standard Form 1449). Fill in blocks 12, 17a, 30b and 30c, sign Block 30a
- (2). Section B.1. Contract Administration Data. Fill in Section B.1 (a) (1) and also provide acknowledgement of any solicitation amendments.
- (3). Representations and Certifications. If you do NOT have a current Representations and Certifications on-line at <https://www.sam.gov> a completed copy of FAR 52.212-3 (Offeror Representations and Certifications – Commercial Items (NOV 2013), found in Section E.12 of the solicitation, must be returned with your quotation.

NOTE: Offerors may provide an quote for one, more than one or all of the facilities identified in section (a) (3) of the Statement of Work (SOW). Each facility will be evaluated separately and award will be by facility. Please prepare a separate response package for each facility where you wish to be considered for award. Clearly label what facility the quote is being submitted for. Include separate Price, Technical Excellence and Past Performance sections in each of the separate packages that you are submitting.

(4). Price. Please complete and return solicitation Section B.2. (Price Schedule) for each of the facilities you are quoting a price for. Complete each Contract Line Item Number (CLIN) for the Base Contract Period and for each of the four (4) Option Years. Attach a copy of the completed section to your response for that facility. The following CLINs apply to each facility

CLINs	FACILITY
CO 0001 > CO 4005	Harry S. Truman –VA Medical Center – Columbia, Mo.
KC 0001 > KC 4005	VA Medical Center - Kansas City, Mo.
LV 0001 > LV 4005	Dwight D. Eisenhower - VA Medical Center – Leavenworth, Ks.
MA 0001 > MA 4005	VA Medical Center – Marion, IL.
PB 0001 > PB 4005	John J. Pershing - VA Medical Center – Poplar Bluff, Mo.
ST 0001 > ST 4005	Jefferson Barracks - VA Medical Center – St. Louis, Mo.
TO 0001 > TO 4005	Colmery O’Neil - VA Medical Center – Topeka, Ks.
WI 0001 > WI 4005	Robert J. Dole - VA Medical Center – Wichita, Ks.

(5) Technical Excellence. Please provide supporting documentation showing adequate resources, staffing, offices/buildings, vehicles, capability, experience, responsibility and integrity to meet the technical capability requirements of the solicitation and the resulting contract. This shall include the following:

A). SUBFACTOR A - Response to the requirements contained in solicitation section B.4. - Statement of Work (SOW), section (e) SERVICES TO BE PROVIDED. Please address how the offeror will meet these requirements.

- i). Storage and inventory
- ii). Delivery
- iii). Home Safety Inspection/Beneficiary Education
- iv). Equipment return

(B). SUBFACTOR B - Response to the requirements contained in solicitation section B.4. - Statement of Work (SOW), section (n) SPECIAL REQUIREMENTS. Please address how the offeror will meet these special requirements.

- i). Accreditation
- ii). Contractor personnel
- iii). Contractor Vehicles
- iv). Infection Control

(C). SUBFACTOR C - Identify all subcontractors and what services they are proposed to offer.

(6) Past Performance. Please provide a list of no more than three (3), of the most relevant contracts performed for Federal agencies and commercial customers for furnishing services similar to those specified in this Request for Quotation (RFQ) within the last 3 years. Please provide the following information:

- (A). Company name/Point of Contact with Phone Number.
- (B). Service provided.
- (C). Contracting Agency/Customer.
- (D). Contract Dollar Value.
- (E). Period of Performance.

(e). TECHNICAL QUESTIONS: Offerors should submit all technical questions regarding this solicitation to the Contracting Officer in writing. Questions must be sent via e-mail to larry.buell@va.gov. Subject shall be identified as Sol. VA255-14-R-1045 clarifications. Verbal questions will not be addressed. All responses to questions, which may affect offers, will be incorporated

(End of Addendum to FAR Provision 52.212-1)

(End of Provisions)

E.2 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> FAR
- <http://www.va.gov/oal/library/vaar/> VAAR

<u>FAR Number</u>	<u>Title</u>	<u>Date</u>
52.225-25	PROHIBITION ON CONTRACTING WITH ENTITIES ENGAGING IN CERTAIN ACTIVITIES OR TRANSACTIONS RELATING TO IRAN—REPRESENTATION AND CERTIFICATIONS	DEC 2012
52.232-38	SUBMISSION OF ELECTRONIC FUNDS TRANSFER INFORMATION WITH OFFER	JUL 2013

(End of Provision)

E.3 52.209-5 REPRESENTATION BY CORPORATIONS REGARDING AN UNPAID TAX LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW (DEVIATION)(MAR 2012)

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

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

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

(b) The Offeror represents that—

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

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

(End of Provision)

E.4 52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS (JUL 2013)

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

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

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

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

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

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

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

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

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

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

- (A) The payment of a monetary fine or penalty of \$5,000 or more; or
- (B) The payment of a reimbursement, restitution, or damages in excess of \$100,000.

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

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

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

(End of Provision)

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

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

(End of Provision)

E.6 52.233-2 SERVICE OF PROTEST (SEP 2006)

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

Hand-Carried Address:

Department of Veterans Affairs

Network Contracting Office (NCO) 15
3450 S 4th Street Trafficway

Leavenworth KS

Mailing Address:

Department of Veterans Affairs

Network Contracting Office (NCO) 15
3450 S 4th Street Trafficway

Leavenworth KS 66048

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

(End of Provision)

E.7 VAAR 852.233-70 PROTEST CONTENT/ALTERNATIVE DISPUTE RESOLUTION (JAN 2008)

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

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

(5) Specifically request a ruling of the individual upon whom the protest is served;

(6) State the form of relief requested; and

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

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

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

(End of Provision)

E.8 VAAR 852.233-71 ALTERNATE PROTEST PROCEDURE (JAN 1998)

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

(End of Provision)

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

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

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

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

E.9 VAAR 852.270-1 REPRESENTATIVES OF CONTRACTING OFFICERS (JAN 2008)

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

(End of Provision)

E.10 VAAR 852.271-70 NONDISCRIMINATION IN SERVICES PROVIDED TO BENEFICIARIES (JAN 2008)

The contractor agrees to provide all services specified in this contract for any person determined eligible by the Department of Veterans Affairs, regardless of the race, color, religion, sex, or national origin of the person for whom such

services are ordered. The contractor further warrants that he/she will not resort to subcontracting as a means of circumventing this provision.

(End of Provision)

(End of Addendum to 52.212-1)

E.11 52.212-2 EVALUATION—COMMERCIAL ITEMS (JAN 1999)

(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:

Technical Excellence

Past Performance

Price

Technical and past performance, when combined, is slightly less important than price.

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

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

(End of Provision)

E.12 52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS—COMMERCIAL ITEMS (MAY 2014)

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

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

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

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

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

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

"Inverted domestic corporation", as used in this section, means a foreign incorporated entity which is treated as an inverted domestic corporation under 6 U.S.C. 395(b), i.e., a corporation that used to be incorporated in the United States, or used to be a partnership in the United States, but now is incorporated in a foreign country, or is a subsidiary whose parent corporation is incorporated in a foreign country, that meets the criteria specified in 6 U.S.C. 395(b), applied in accordance with the rules and definitions of 6 U.S.C. 395(c). An inverted domestic corporation as herein defined does not meet the definition of an inverted domestic corporation as defined by the Internal Revenue Code at 26 U.S.C. 7874.

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

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

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

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

- (1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;
- (2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;
- (3) Consist of providing goods or services to marginalized populations of Sudan;

(4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;

(5) Consist of providing goods or services that are used only to promote health or education; or

(6) Have been voluntarily suspended.

"Sensitive technology"—

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

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

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

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

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

(1) Means a small business concern—

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

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

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

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

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

(1) Directly by a parent corporation; or

(2) Through another subsidiary of a parent corporation.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(10) [*Complete only if the solicitation contains the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns, or FAR 52.219-25, Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting, and the offeror desires a benefit based on its disadvantaged status.*]

(i) *General.* The offeror represents that either—

(A) It [] is, [] is not certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the SAM Dynamic Small Business Search database maintained by the Small Business Administration, and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or

(B) It [] has, [] has not submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(ii) [] *Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns.* The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(10)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. [*The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: _____.*]

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

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

(ii) It [] is, [] is not a joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (c)(11)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. [*The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: _____.*] Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

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

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

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

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

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

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

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

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

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

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

(2) Foreign End Products:

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

[List as necessary]

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

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

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

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

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

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

[List as necessary]

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled "Buy American—Free Trade Agreements—Israeli

Trade Act." The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of "domestic end product."

Other Foreign End Products:

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

[List as necessary]

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

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

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

Canadian End Products:

Line Item No.

[List as necessary]

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

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

Canadian or Israeli End Products:

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

[List as necessary]

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

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

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

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

[List as necessary]

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

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

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

Other End Products:

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

[List as necessary]

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

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

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

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

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

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

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

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

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

(ii) *Examples.*

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

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

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

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

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

(1) *Listed end products.*

Listed End Product Listed Countries of Origin

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

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

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

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

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

(2) Outside the United States.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

TIN: _____.

TIN has been applied for.

TIN is not required because:

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

Offeror is an agency or instrumentality of a foreign government;

Offeror is an agency or instrumentality of the Federal Government.

(4) *Type of organization*.

Sole proprietorship;

- Partnership;
- Corporate entity (not tax-exempt);
- Corporate entity (tax-exempt);
- Government entity (Federal, State, or local);
- Foreign government;
- International organization per 26 CFR 1.6049-4;
- Other _____.

(5) *Common parent.*

- Offeror is not owned or controlled by a common parent;
- Name and TIN of common parent:
Name _____.
TIN _____.

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

(n) Prohibition on Contracting with Inverted Domestic Corporations

(1) *Relation to Internal Revenue Code.* An inverted domestic corporation as herein defined does not meet the definition of an inverted domestic corporation as defined by the Internal Revenue Code 25 U.S.C. 7874.

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

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

(o) *Prohibition on contracting with entities engaging in certain activities or transactions relating to Iran.* (1) The offeror shall email questions concerning sensitive technology to the Department of State at CISADA106@state.gov.

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

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

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

(iii) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds \$3,000 with Iran’s Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked pursuant to the International Emergency Economic Powers Act

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

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

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

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

(End of Provision)