

<b>SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, &amp; 30</b>				1. REQUISITION NO.		PAGE 1 OF 72	
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NO.		5. SOLICITATION NUMBER VA255-14-R-1049	
6. SOLICITATION ISSUE DATE 06-05-2014		7. FOR SOLICITATION INFORMATION CALL: a. NAME Jenny Rathjen, jenny.rathjen@va.gov		b. TELEPHONE NO. (No Collect Calls) 913-946-1122		8. OFFER DUE DATE/LOCAL TIME 07-07-2014	
9. ISSUED BY Department of Veterans Affairs Network Contracting Office (NCO) 15 3450 S 4th Street  Leavenworth KS 66048				10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE: _____ % FOR: <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM NAICS: 621111 <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: \$10 Million			
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input checked="" type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS		13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) <input type="checkbox"/>		13b. RATING N/A	
14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input checked="" type="checkbox"/> RFP				15. DELIVER TO Department of Veterans Affairs Network Contracting Office (NCO) 15 3450 S 4th Street Leavenworth KS 66048			
16. ADMINISTERED BY Department of Veterans Affairs Network Contracting Office (NCO) 15 3450 S 4th Street Leavenworth KS 66048				17a. CONTRACTOR/OFFEROR CODE _____ FACILITY CODE _____			
18a. PAYMENT WILL BE MADE BY Department of Veterans Affairs Financial Services Center http://www.fsc.va.gov/einvoice.asp Austin TX PHONE: 877-353-9791 FAX: 512-460-5429				19. TELEPHONE NO. _____ DUNS: _____ DUNS+4: _____			
20. SCHEDULE OF SUPPLIES/SERVICES				21. QUANTITY			
22. UNIT				23. UNIT PRICE			
24. AMOUNT				25. ACCOUNTING AND APPROPRIATION DATA			
26. TOTAL AWARD AMOUNT (For Govt. Use Only) \$0.00				27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA <input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.			
27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.				28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN _____ COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED			
29. AWARD OF CONTRACT: REF. _____ OFFER DATED _____ YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN IS ACCEPTED AS TO ITEMS:				30a. SIGNATURE OF OFFEROR/CONTRACTOR			
31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)				30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)			
31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) Jenny Rathjen Contracting Officer				31c. DATE SIGNED			

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**SECTION B - CONTINUATION OF SF 1449 BLOCKS****B.1 CONTRACT ADMINISTRATION DATA**

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

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

a. CONTRACTOR (Offerors are required to designate a person for prompt administration):

Name of Company: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 \_\_\_\_\_

Overnight/Express address if different from above:

\_\_\_\_\_  
 \_\_\_\_\_ ZIP \_\_\_\_\_  
 E-Mail Address: \_\_\_\_\_  
 Phone No.: \_\_\_\_\_ Toll Free No.: \_\_\_\_\_  
 Fax No.: \_\_\_\_\_  
 DUNS Number: \_\_\_\_\_

b. GOVERNMENT: Contracting Officer 00255

Jenny Rathjen  
 Department of Veterans Affairs  
 Network Contracting Office 15 (NCO15)  
 4101 S. 4th Street Trafficway  
 Leavenworth KS 66048

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

☒ 52.232-34, Payment by Electronic Funds Transfer -  
 Other than Central Contractor Registration, or

☐ 52.232-36, Payment by Third Party

3. INVOICES: Invoices shall be submitted in arrears:

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

4. GOVERNMENT INVOICE ADDRESS: All invoices from the contractor shall be electronically submitted to the following address:

Department of Veterans Affairs  
 Financial Services Center  
<http://www.fsc.va.gov/einvoice.asp>

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

AMENDMENT NO	DATE

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

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

(End of Clause)

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

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

(End of Clause)

## **B.4 SUBCONTRACTING PLAN--MONITORING AND COMPLIANCE (JUN 2011)**

This solicitation includes FAR 52.219-9, Small Business Subcontracting Plan, and VAAR 852.219-9, VA Small Business Subcontracting Plan Minimum Requirement. Accordingly, any contract resulting from this solicitation will include these clauses. The contractor is advised in performing contract administration functions, the CO may use the services of a support contractor(s) to assist in assessing the contractor's compliance with the plan, including reviewing the contractor's accomplishments in achieving the subcontracting goals in the plan. To that end, the support contractor(s) may require access to the contractor's business records or other proprietary data to review such business records regarding the contractor's compliance with this requirement. All support contractors conducting this review on behalf of VA will be required to sign an "Information Protection and Non-Disclosure and Disclosure of Conflicts of Interest Agreement" to

ensure the contractor's business records or other proprietary data reviewed or obtained in the course of assisting the CO in assessing the contractor for compliance are protected to ensure information or data is not improperly disclosed or other impropriety occurs. Furthermore, if VA determines any services the support contractor(s) will perform in assessing compliance are advisory and assistance services as defined in FAR 2.101, Definitions, the support contractor(s) must also enter into an agreement with the contractor to protect proprietary information as required by FAR 9.505-4, obtaining access to proprietary information, paragraph (b). The contractor is required to cooperate fully and make available any records as may be required to enable the CO to assess the contractor compliance with the subcontracting plan.

(End of Clause)

<b>SCHEDULE OF SERVICES AND PRICE</b>
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**1. SCHEDULE OF SERVICES****a. Purpose**

(1) The purpose of this contract is to provide on-site Electrophysiology Physician services at the Kansas City, MO Veterans Affairs Medical Center, 4801 Linwood Blvd, Kansas City, MO 64128.

**b. Services**

(1) Provide .4 FTE (Full time equivalent) Electrophysiology Physician services in accordance with the Performance Work Statement. The Contractor will be reimbursed at the hourly rate for the physician(s) providing services and actual hours of service rendered. All inclusive hourly rates are indicated below. Contract personnel subsequently added to the contract will be paid at the established contracted rate at the time of the execution of the modification to add the physician as Key Personnel.

**c. Contract Minimum and Maximum**

(1) In accordance with FAR Clause 52.216-22, Indefinite Quantity, the overall minimum amount established is 83 hours per contract year and the overall maximum amount established for this contract is 1248 hours per contract year.

**2. PRICE****BASE YEAR: July 1, 2014 through June 30, 2015**

CLIN*	DESCRIPTION:	ESTIMATED QUANTITY:	UNIT PRICE:	TOTAL PRICE:
0001	Board Certified/Board Eligible Electrophysiology (EP) Cardiologist	832 Hours	\$ _____	\$ _____

**OPTION YEAR I: July 1, 2015 through June 30, 2016**

CLIN	DESCRIPTION:	ESTIMATED QUANTITY:	UNIT PRICE:	TOTAL PRICE:
1001	Board Certified/Board Eligible Electrophysiology (EP) Cardiologist	832 Hours	\$ _____	\$ _____

**OPTION YEAR II: July 1, 2016 through June 30, 2017**

CLIN	DESCRIPTION:	ESTIMATED QUANTITY:	UNIT PRICE:	TOTAL PRICE:
2001	Board Certified/Board Eligible Electrophysiology (EP) Cardiologist	832 Hours	\$ _____	\$ _____



**OPTION YEAR III: July 1, 2017 through June 30, 2018**

CLIN	DESCRIPTION:	ESTIMATED QUANTITY:	UNIT PRICE:	TOTAL PRICE:
3001	Board Certified/Board Eligible Electrophysiology (EP) Cardiologist	832 Hours	\$ _____	\$ _____

**OPTION YEAR IV: July 1, 2018 through June 30, 2019**

CLIN	DESCRIPTION:	ESTIMATED QUANTITY:	UNIT PRICE:	TOTAL PRICE:
4001	Board Certified/Board Eligible Electrophysiology (EP) Cardiologist	832 Hours	\$ _____	\$ _____

**TOTAL COST OF BASE AND ALL OPTION YEARS:**      \$ \_\_\_\_\_

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**PERFORMANCE WORK STATEMENT FOR ELECTROPHYSIOLOGY PHYSICIAN SERVICES****1. GENERAL INFORMATION****a. General**

(1) Under the authority of Public Law 104-262, 38 USC 8153, and FAR Parts 12, and 15 and VAAR 873, the Contractor agrees to provide health care resources (i.e. Electrophysiology Physician services) in accordance with the terms, conditions and prices stated herein to the Kansas City, MO VA Medical Center, 4801 Linwood Blvd., Kansas City, MO 64128. (the "VAMC").

**b. Description of Services**

(1) The establishment of contract services is necessary to provide Electrophysiology Physician Services for the Veteran patients assigned to the Kansas City, MO VA Medical Center.

(2) The Contractor shall provide all personnel, supervision and non-personal services necessary to perform Electrophysiology Physician services as defined in this Performance Work Statement except for those items specified as Government responsibilities.

**c. Scope**

(1) Services consist of providing Electrophysiology Physician services to the VAMC. These services are to be performed at the VAMC. The awarded contractor is not guaranteed a forty (40) hour work week or an eight (8) hour day. The contractor will be reimbursed at the hourly rate for the physician providing services, actual hours of services rendered on-site.

(2) "Contractor employee" within this contract is defined as an employee of the prime contractor or of any subcontractor, affiliate, partner, joint venture, or team members with which the Contractor is associated. It also includes consultants engaged by any of those entities.

(3) The services specified in this contract may only be changed by written modification which will be prepared and executed by the Network Contracting Office (NCO) 15. The following actions are the sole responsibility of the Contracting Officer for this contract; no other personnel are authorized to:

- (A) Make changes to contract provisions. This includes changes involving increases and/or decreases in contract price, as well as no cost changes.
- (B) Require extras or work outside the scope of the contract.
- (C) Authorize delivery or disposition of Government property not authorized by the contract.
- (D) Extend the completion time established in the contract.
- (E) Terminate the contract in whole or in part.
- (F) Render a decision under the Disputes Clause.
- (G) Issue instructions to the contractor to stop or start work, to exclude scheduling of services.

(4) The services to be performed by the contract provider will be performed within the VAMC policies, procedures and the regulations of the medical staff by-laws of the VAMC (see attached).

(5) The services to be performed by the contract provider will be performed under the general direction of the Cardiology Section Chief, Kansas City, MO VAMC.

**d. Place of Performance**

(1) The work to be performed under this contract will be performed at the Department of Veterans Affairs Kansas City, MO VA Medical Center, 4801 Linwood Blvd., Kansas City, MO 64128.

**e. Period of Performance**

(1) This contract is effective one (1) year from effective date plus four (4) one-year option periods that may be exercised by the Contracting Officer at their sole discretion.

**f. Type of Contract**

(1) Contract will be Firm Fixed Price, Indefinite Delivery, Indefinite Quantity.

**g. Contract Administration Data**

(1) All contract administration functions will be retained by the Department of Veterans Affairs. The Contracting Officer will be the only person authorized to approve changes or modify any of the requirements under this contract. The Contractor shall communicate with the Contracting Officer on all matters pertaining to contract administration. Only the Contracting Officer will be authorized to make commitments or issue changes that affect price, quantity, or quality of performance of this contract. In the event the Contractor effects any such change at the direction of any person other than the Contracting Officer, the change shall be considered unauthorized and no adjustment will be made in the contract price to cover any increase in costs incurred as a result thereof.

(2) After award of contract, all inquiries and correspondence relative to the administration of the contract shall be addressed to:

Jenny Rathjen  
Contract Specialist  
Network Contracting Office 15  
3450 South 4<sup>th</sup> Street Trafficway  
Leavenworth, KS 66048  
Phone: 913-946-1122  
Fax: 913-946-1198  
E-mail: [jenny.rathjen@va.gov](mailto:jenny.rathjen@va.gov)

**h. Contracting Officer's Representative (COR)**

(1) Pursuant to VAAR Provision 852.270-1, Representatives of Contracting Officer, the designated representative for this contract is Melinda Cranmore, Administrative Officer.

(2) The Contracting Officer's Representative (COR) will be responsible for the overall technical administration of this contract as outlined in the COR Delegation of Authority. The Contracting Officer's Representative contact information is as follows:

Melinda Cranmore  
Administrative Officer  
Kansas City, MO VA Medical Center  
4801 Linwood Blvd.  
Kansas City, MO 64128  
Phone: 816-861-4700 x 56711  
E-mail: [Melinda.Cranmore@va.gov](mailto:Melinda.Cranmore@va.gov)

(3) No government personnel, other than the Contracting Officer, will have the authority to do other than clarify technical points or supply relevant information. Specifically, no requirements in this Performance Work Statement may be altered as a sole result of such verbal clarification.

## i. Acronyms and Definitions

**AMA:** American Medical Association. Professional physicians' organization with goals being to protect the interests of American physicians, advance public health, and support the growth of medical science.

**CDR:** Contract Discrepancy Report. Report issued by the Government to the contractor to document a supply or service found to be unacceptable during contract performance.

**CLIN:** Contract Line Item Number. Unit of work (or supply) to be performed (or delivered) by the contractor as a pay item.

**CO:** Contracting Officer. A person with the authority to enter into, administer, and/or terminate contracts and make related determinations and findings.

**COR:** Contracting Officer's Representative. An individual, including a Contracting Officer's Representative (COR), designated and authorized in writing by the contracting officer to perform specific technical or administrative functions.

**CPRS:** Computerized Patient Record System. Comprehensive system of electronic health records.

**CV:** Curriculum Vitae. Detailed written description of work experience, educational background and skills.

**DO:** Doctor of Osteopathy.

**DOL:** Department of Labor.

**ECFMG:** Educational Commission for Foreign Medical Graduates. Organization that assesses the readiness of international medical graduates to enter residency or fellowship programs in the United States that are accredited by the Accreditation Council for Graduate Medical Education.

**EP:** Electrophysiology

**FAR:** Federal Acquisition Regulation. Principal set of rules (i.e. body of laws) in the Federal Acquisition Regulation System that govern the U.S. Federal Government's procurement process.

**FSMB:** Federation of State Medical Boards. National non-profit organization representing the medical and osteopathic boards of the United States and its territories.

**FTE:** Full time equivalent. Defined by VA as a minimum of 80 hours every 2 weeks and does not include holidays.

**HIPAA:** Health Insurance Portability and Accountability Act of 1996. The Act deals with protecting health insurance coverage for people who lose and change jobs and the standardization of healthcare-related information systems. The HIPAA Privacy Rule provides federal protections for personal health information held by covered entities and gives patients an array of rights with respect to that information.

**HR:** Human Resources.

**ISO:** Information Security Officer. Individual within the VA responsible for ensuring information assets (i.e. VA sensitive information) are adequately protected.

**MD:** Doctor of Medicine.

**NCO:** Network Contracting Office.

**NIST:** National Institute of Standards and Technology. The federal technology agency that works with industry to develop and apply technology, measurements, and standards.

**NPDB:** National Practitioner Data Bank. An electronic repository of all payments made on behalf of physicians in connection with medical liability settlements or judgments as well as adverse peer review actions against licenses, clinical privileges, and professional society memberships of physicians and other health care practitioners.

**NPI:** National Provider Identifier. A unique identification number required by the Health Insurance Portability and Accountability Act for covered health care providers.

**NPES:** National Plan and Provider Enumeration System. The Centers for Medicare and Medicaid Services (CMS) system to assign standard unique identifiers (i.e. NPI) for health care providers and health plan.

**OCI:** Organizational Conflict of Interest. Means that because of other activities or relationships with other persons, a person is unable or potentially unable to render impartial assistance or advice to the Government, or the person's objectivity in performing the contract work is or might be otherwise impaired, or a person has an unfair competitive advantage.

**OMB:** Office of Management and Budget.

**OPM:** Office of Personnel Management.

**PIV:** Personal Identity Verification. Personal identity verification of Federal Employees and Contractors that secures access to Federal facilities and information systems; assures appropriate levels of security for all applicable Federal applications; and provides interoperability among Federal organizations.

**PO:** Privacy Officer. Individual within the VA who is responsible for managing the risks and impacts of privacy laws and policies.

**PWS:** Performance Work Statement. A statement of work for performance-based acquisitions that describes the required results in clear, specific and objective terms with measurable outcomes.

**QA:** Quality Assurance. Actions taken by the government to assure contracted services meet PWS requirements.

**QASP:** Quality Assurance Surveillance Plan. A written document specifying the method used for surveillance of contractor performance.

**QC:** Quality Control. Actions taken by the contractor to control the performance of contracted services to meet the PWS requirements.

**SAC:** Special Agreement Check. Federal Bureau of Investigation criminal history check of fingerprints.

**TJC:** The Joint Commission. Organization that accredits health care organizations and programs in the United States.

**VA:** Veterans Affairs (or Department of Veterans Affairs).

**VAMC:** Veterans Affairs Medical Center.

**VETPRO (also VetPro):** A web-based credentialing system for federal agencies that employ healthcare providers

**VETS-100:** Veterans Employment and Training Service report. Reporting required pursuant to the Vietnam Era Veterans' Readjustment Act of 1972. Federal contractors and subcontractors covered by the Act's affirmative action provisions are required to report annually to the Secretary of Labor the number of employees in their workforces, by job category and hiring location, who are qualified covered veterans.

**VHA:** Veterans Health Administration.

**VISN:** Veterans Integrated Service Network. A regional network within the VHA responsible for conducting daily operations and decisions affecting hospitals, clinics, nursing homes, and Vet Centers located within the network.

**VISTA (also VistA):** Veterans Health Information Systems and Technology Architecture. An integrated system of software applications that directly supports patient care at Veterans Health Administration (VHA) healthcare facilities.

**VPN:** Virtual Private Network. A secure network that uses primarily public telecommunication infrastructures, such as the Internet, to provide remote offices or traveling users an access to a central organizational network.

## 2. PERSONNEL

### a. Non-Personal Services

(1) This is a non-personal services contract. Personnel rendering services under this contract are not subject, either by the contract's terms or by the manner of its administration, to the supervision and control usually prevailing in relationships between the government and its employees. The Government shall not exercise any supervision or control over the contract service providers performing services herein. Such contract service providers shall be accountable solely to the Contractor who, in turn, is responsible to the Government.

### b. Tort Claims

(1) Contractor employees are not covered by the Federal Tort Claims Act. When a Contractor employee has been identified as a provider in a tort claim, the Contractor employee is responsible for notifying the Contractor's legal counsel and/or insurance carrier. Any settlement or judgment arising from a Contractor employee's action or non-action is the responsibility of the Contractor's employee and/or insurance carrier. Contractor will be notified within five (5) business days if an employee of the Contractor is identified in a claim.

### c. Qualifications

(1) The contract provider must be board certified or board eligible in Electrophysiology (EP) Cardiology.

#### (2) Licenses

(A) Personnel assigned by the Contractor to perform the services covered by this contract shall be licensed in a State, Territory, or Commonwealth of the United States or the District of Columbia. All licenses held by the personnel working on this contract shall be full and unrestricted licenses. The qualifications of such personnel shall also be subject to review by the VAMC Executive Committee, Chief of Staff and approval by the VAMC Director. Each person assigned by the Contractor to work under this contract shall be licensed by the governing or cognizant licensing board.

#### (3) Credentialing and Privileging

(A) The Contractor shall maintain credentialing requirements and notify the COR and Privileging and Credentialing Officer within twenty-four (24) hours of Contractor's discovery of personnel not in compliance.

(B) The Contractor is required to report to the Contracting Officer within twenty-four (24) hours of Contractor's discovery any disciplinary action taken by the State Board or the institution against physicians performing under this contract.

(C) The Contractor is responsible to provide complete and timely documentation to support the Credentialing and Privileging Process. Contract provider(s) must be able to pass the VAMC's credentialing process in accordance with the Department of Veterans Affairs' guidelines and regulations.

(D) The credentialing and privileging of all contract providers will comply with Veterans Health Administration (VHA) Handbook 1100.19 – Credentialing and Privileging.

d. National Provider Identifier

(1) The contractor shall ensure that the health care practitioners providing services under this contract obtain a National Provider Identifier (NPI) and that the NPI is provided to the contracting officer. The NPI is a standard, unique 10-digit numeric identifier required by HIPAA.

e. Contractor Personnel Responsibilities

(1) The Contractor shall be responsible for protecting the personnel furnishing services under this contract. To carry out this responsibility, the Contractor shall provide or cause the provision of the following for these personnel:

- (A) Workers compensation
- (B) Professional liability insurance
- (C) Health examinations
- (D) Income tax withholding, and
- (E) Social security payments

(2) The payment for leave, including sick leave, vacation time, or holidays is the responsibility of the Contractor.

(3) The parties agree that the Contractor, its employees, agents and subcontractors shall not be considered VA employees for any purpose.

(4) The Contractor shall insert the substance of this clause, including this paragraph, in all subcontracts for health-care services under this contract. The Contractor shall be responsible for compliance by any subcontractor or lower-tier subcontractor with the provisions set forth in paragraph "(1)" of this clause.

f. Key Personnel and Temporary Emergency Substitutions

(1) The following personnel assigned to this contract by the Contractor are designated as key personnel:

Name:

NPI:

- a) \_\_\_\_\_
- b) \_\_\_\_\_
- c) \_\_\_\_\_

(2) During the first ninety (90) days of performance, the Contractor shall make NO substitutions of key personnel unless the substitution is necessitated by illness, death, or termination of employment. The Contractor shall notify the Contracting Officer, in writing, within fifteen (15) calendar days after the occurrence of any of these events and provide the information required by paragraph (3) below. After the initial 90-day period of the contract, the

Contractor shall submit the information required by paragraph (3) to the Contracting Officer at least fifteen (15) days prior to making any permanent substitutions.

(3) The Contractor shall provide a detailed explanation of the circumstances necessitating the proposed substitutions, complete resumes (curriculum vitae) for the proposed substitutes, and any additional information requested by the Contracting Officer. Proposed substitutes shall have comparable qualifications to those of the persons being replaced. The Contracting Officer will notify the Contractor within fifteen (15) calendar days after receipt of all required information of the decision on the proposed substitutes. The contract will be modified to reflect any approved changes of key personnel.

(4) For temporary substitutions where the key person will not be reporting to work for three (3) consecutive work days or more, the Contractor will provide a qualified replacement for the key person. This substitute shall have comparable qualifications to the key person. Any period exceeding two (2) weeks will require the procedure as stated above.

(5) All Contractor employees requiring credentialing must be credentialed prior to reporting to the VAMC to provide coverage. The credentialing process can take up to 90 days to accomplish; therefore, the Contractor is encouraged to provide all credentialing documentation for any Contractor employee who may perform service under this contract to avoid any lapse in coverage.

(6) Evidence of completion of required licensure, credentials, required training, current competencies and commencement of background investigations must be validated by the Government for all contractor personnel referred to perform services under this contract prior to providing direct patient care.

(7) Contractor shall not have personnel report to duty until written notification is received from the Contracting Officer or designee (e.g. Contracting Officer's Representative) advising that the candidate(s) presented has met all requirements for contract performance.

(8) The Government reserves the right to bar contractor personnel from Government facilities, if personal or professional conduct of the contractor personnel jeopardizes patient care. Unacceptable breaches of conduct include, but are not limited to, provider intoxication or debilitation resulting from alcohol or drug use, theft, patient abuse, dereliction or negligence, or other conduct resulting in formal complaints by patient or staff. The Contracting Officer and Contracting Officer's Representative (COR) may immediately make determinations relating to contractor personnel access to facilities when conduct of said personnel raises concerns of jeopardized patient care. The Contracting Officer shall advise the contractor of the questionable conduct encountered and may seek contractor input related to continuing access of said personnel to VA facilities, but the Contracting Officer is in no fashion required to reach agreement with the contractor before acting on restrictions. The final arbiter on questions of action to be taken to restrict contractor personnel from VA facilities based on alleged conduct issues is the Contracting Officer.

#### g. Contracting With Parties Listed on the OIG List of Excluded Individuals/Entities

(1) In accordance with The Health Insurance Portability and Accountability Act (HIPAA), Sections 1128 and 1128A of the Social Security Act and the Balanced Budget Act (BBA) of 1977, the Office of Inspector General has established a list of parties and entities excluded from Federal health care programs. Specifically, the listed parties and entities may not receive Federal Health Care program payments due to fraud and/or abuse of the Medicare and Medicaid programs.

(2) All offerors shall review the Office of the Inspector General (OIG) List of Excluded Individuals/Entities on the OIG web site at [www.hhs.gov/oig](http://www.hhs.gov/oig) to ensure that the proposed candidate(s) and/or firm(s) are not listed. Offerors should note that any excluded individual or entity that submits a claim for reimbursement to a Federal health care program, or causes such a claim to be submitted, may be subject to a Civil Monetary Penalty (CMP) of \$10,000 for each item or service furnished during a period that the person or entity was excluded and may also be subject to treble damages for the amount claimed for each item or service. CMPs may also be imposed against



health care providers and entities that employ or enter into contracts with excluded individuals or entities to provide items or services to Federal program beneficiaries.

(3) By signing the offer/bid, the Contractor certifies that the OIG List of Excluded Individuals/Entities shall be reviewed for each person assigned to the contract by the Contractor prior to that person performing services.

h. Contractor Compliance with the Immigration and Nationality Act of 1952

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

i. Organizational Conflicts of Interest

(1) Contractor personnel performing work under this contract may receive, have access to or participate in the development of proprietary or source selection information (e.g. cost or pricing information, budget information or analyses, work statements, etc.) or perform evaluation services which may create a current or subsequent Organizational Conflict of Interest (OCI) as defined in FAR Subpart 9.5. The Contractor shall notify the Contracting Officer immediately whenever it becomes aware that such access or participation may result in any actual or potential OCI and shall promptly submit a plan to the Contracting Officer to avoid or mitigate any such OCI. The Contractor's mitigation plan will be determined to be acceptable solely at the discretion of the Contracting Officer and in the event the Contracting Officer unilaterally determines that any such OCI cannot be satisfactorily avoided or mitigated, the Contracting Officer may effect other remedies deemed necessary, including prohibiting the Contractor from participation in subsequent contracted requirements which may be affected by the OCI.

j. VetPro

(1) Submission of credentials in the VetPro credentialing system is required to be completed annually.

### 3. HOURS OF OPERATION

(1) Business hours for the VAMC follow:

(A) Administrative hours: Monday through Friday, 8:00 a.m. - 4:30 p.m.

(B) National Holidays: The 10 holidays observed by the Federal Government are:

New Years Day;  
Martin Luther King's Birthday;  
Presidents Day;  
Memorial Day;  
Independence Day;  
Labor Day;  
Columbus Day;  
Veterans Day;  
Thanksgiving;  
Christmas; and

any other day specifically declared by the President of the United States to be a national holiday.

(C) Off-Duty hours: Friday through Monday, 4:30 p.m. - 8:00 a.m.; Monday through Thursday, 4:30 pm – 8:00 am.

#### **4. CONTRACTOR RESPONSIBILITIES**

##### **a. Work Schedule**

- (1) The contract physician shall provide two (2) full days (16 hours) of services weekly at the Kansas City VA Medical Center, 52 weeks of the year.
- (2) The hours of services shall be 8:00 am – 4:30 pm or until all scheduled procedures are completed and scheduled patients have been seen.
- (3) The days of the week services will be performed shall be mutually agreed upon between the contract provider and the Kansas City VAMC.

##### **b. Description of Services – Duties include, but are not limited to:**

- (1) Eight (8) hours of procedures to include, but are not limited to :
  - (a) Cardiac Resynchronization Therapy (CRT) and CRT-D implantations
  - (b) Device DFT testing
  - (c) AICD – automatic implantable cardiac defibrillator
  - (d) Pacemaker and defibrillator implantations
  - (e) Generator exchanges
- (2) Four (4) hours of EP Clinic;
- (3) Four (4) hours of inpatient consultations, complex pacemaker interrogations, and interpretations of CRT interrogations
- (4) Administrative duties may include patient charting, pharmacy ordering, guiding of students, residents or fellows.
- (5) Provide guidance and recommendations to the VA Medical Subspecialty Care Service Chief regarding matters appropriate to EP cardiology care, including information concerning performance of VA cardiology support staff.
- (6) The contract provider shall be required to perform inpatient and outpatient consult service for Electrophysiology Cardiology and provide Electronic Medical Record notes within a 24 hour period from the time of the encounter.
- (7) The contract provider shall be given remote access in accordance with VA information security requirements and shall be expected to review labs and images that have been ordered and for encounter notes to be completed. Remote access shall be given in order to improve collaboration of patient care. Remote access time shall not be reimbursed.
- (8) The contract provider will perform and/or be present for all skill appropriate EP cardiology procedures (major and minor cases) required at the Kansas City VA Medical Center.
- (9) The contract provider will remain responsible for postoperative care to the point of discharge or transfer to another service.

- (10) The contract provider will assure that a procedure note is entered in the patient's medical record immediately after the procedure.
- (11) The contract provider will evaluate and write a pre-procedural note for all elective and scheduled procedures describing the findings, diagnosis, plan for treatment, and/or choice of specific procedures to be performed.
- (12) The contract provider will request all elective procedures a minimum of 72 hours in advance and must request planned equipment required. This includes Cath Lab, ICU, and Ward equipment and bed requirements.
- (13) The contract provider will sign procedure reports and all forms requiring staff attending signature to assure medical record completion as soon as possible, but not more than five (5) calendar days after event (operative procedure; discharge date).
- (14) The contract provider will sign necessary forms needing the attending staff signature for patients being transferred to other facilities and/or other wards or treating specialties.
- (15) The contract provider will complete quality reviews and participate in continuous performance improvement activities as requested. Reviews include tort claims, medical expert opinions, incident/focused reviews, peer review, root cause analysis, etc. Reviews must be completed within established timeframes set by the Kansas City VA Medical Center.
- (16) The contract provider participates in patient safety conferences on VA patients and provides appropriate feedback documentation to the Chief, Medical Subspecialty Care, Kansas City VA Medical Center.
- (17) The contract provider provides professional guidance for the VA employees associated with EP Cardiology.
- (18) The contract provider may be asked to provide after-hours inpatient consultation as needed.
- (19) The contractor shall be required to submit a 45 day advance notice of a request for clinic cancellation unless the cancellation is made for reasons of unexpected illness or other unforeseen emergency.

## **5. GOVERNMENT RESPONSIBILITIES**

### **a. Identification**

- (1) VA will issue a Security Badge or PIV Card to each Contractor employee who is to be given routine, unescorted access to VA facilities or access to VA systems and does not already possess a Security Badge or PIV Card. VA will not issue the Security Badge or PIV Card until the Contractor employee has successfully cleared the FBI National Criminal History Fingerprint Check.

### **b. Orientation**

- (1) The contract provider will be compensated for required orientation to the VA Medical Center at the beginning of the contract period.
- (2) Additional orientation may be provided by the VA at the request of either the contract provider or the VA.

### **c. Government Furnished Items**

- (1) The VAMC will provide the usual and customary equipment and supplies necessary to support the provision of appropriate cardiac care.

(2) The VAMC will provide all access to medical records of the patient under the care of the contract provider. All documentation will be made by the contractor and into the appropriate medical record at the time of each occurrence in accordance with Joint Commission standards.

**b. Government Services (Support Personnel)**

(1) Other necessary personnel for the operation of the services contracted for at the VAMC will be provided by the VAMC at levels mutually agreed upon which are compatible with the safety of the patient and personnel and with quality medical care programming. The VAMC will provide the facilities and equipment necessary to support clinics and to support surgical procedures which can currently be carried out at the VAMC.

(2) Medical Subspecialty Care will work with the contract provider in the provision of cardiology care to the veteran population. The VA Medical Subspecialty Care Administrative Officer or designee will act as the Contracting Officer's Representative (COR) and is responsible for monitoring contract performance, contract scheduling and time keeping. The VA will provide administrative and clinical support necessary for the contractor to carry out cardiology services. This will include clerical, technical, professional or other staff. It also includes appropriate space and necessary equipment/instruments. The VA will be responsible for the training of support staff, as needed.

**c. Personal Protective Equipment**

(1) For services performed at the VAMC, the VAMC shall provide personal protective equipment (PPE) as required, as well as training on use. Failure to return items issued to the Contractor's employee following discontinuance of the Contractor employee's services under this contract shall result in a charge against payment of the Contractor's invoice.

## **6. PERFORMANCE STANDARDS, QUALITY ASSURANCE AND QUALITY IMPROVEMENT**

**a. Quality Assurance and Improvement**

**(1) Surveillance and Monitoring**

(A) The Contracting Officer's Representative (COR) may gather records (e.g. surgical package). The COR shall receive a time and attendance report that lists each day of the month, the time the contract provider(s) spend at the VA facility and a brief description of activities.

(B) In order to provide a systematic method of evaluating contractor performance a Quality Assurance Surveillance Plan (QASP) shall be utilized. The Government shall evaluate the contractor's performance in accordance with the Quality Assurance Surveillance Plan. This plan is primarily focused on what the Government must do to ensure the Contractor has performed in accordance with the performance standards. The plan defines how the performance standards will be applied, the frequency of surveillance, and the minimum acceptable levels.

(C) The COR may perform surveillance of services by:

- (i) Observing actual performance;
- (ii) Checking time and attendance logs;
- (iii) Reviewing minutes of meetings;
- (iv) Inspecting the services to determine whether or not the performance meets the performance standards;
- and
- (v) Review of any other appropriate electronic records.

(D) In all cases, surveillance shall not be so intrusive as to impact the Contractor's successful accomplishment of the mission.

(E) When unacceptable performance occurs, the COR shall inform the Contractor. This will normally be in writing unless circumstances necessitate verbal communication. In any case the COR shall document the discussion and place it in the COR file. When the COR determines formal written communication is required, the COR shall prepare a Contract Discrepancy Report (CDR), and present it to the contractor's program manager. The contractor shall acknowledge receipt of the CDR in writing. The CDR will specify if the contractor is required to prepare a corrective action plan to document how the contractor shall correct the unacceptable performance and avoid a recurrence. The CDR will also state how long after receipt the Contractor has to present this corrective action plan to the COR. The Government shall review the Contractor's corrective action plan to determine acceptability. Any CDRs may become a part of the supporting documentation for any contractual action deemed necessary by the Contracting Officer.

(F) The contractor will investigate any alleged offense and/or complaints upon notification, in accordance with procedures outlined by the State Board of Healing Arts.

(G) Quality assurance monitoring documentation shall become an official Government record of the Contractor's performance.

## (2) Performance Standards (Services Summary)

(A) Contract personnel shall be subject to the following performance standards:

<b>Performance Objective (General)</b>	<b>Performance Standards</b>
Procedure notes are completed the same day of procedure	>90% of the time
Encounter notes are completed within 24 hours of outpatient visit	>95% of the time
No validated patient or provider complaints	0 validated patient or provider complaints

## (3) Quality Improvement

(A) The Government may evaluate the quality of professional and administrative services provided by the Contractor, but retains no control over the medical, professional aspects of services rendered (e.g., professional judgments, diagnosis for specific medical treatment), in accordance with Federal Acquisition Regulation (FAR) 37.401(b).

(B) Contractor shall participate and comply with all Veterans Integrated Services Network (VISN) 15 Performance Measures.

(C) The Contractor, upon request, shall provide quality data and information related to services provided and participate in the VAMC's performance improvement programs when requested to do so.

## 7. SPECIAL CONTRACT REQUIREMENTS

### a. General

- (1) 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.

### b. Access to VA Information and VA Information Systems

- (1) A contractor/subcontractor shall request logical (technical) or physical access to VA information and VA information systems for their employees, subcontractors, and affiliates only to the extent necessary to perform the services specified in the contract, agreement, or task order.
- (2) 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.
- (3) The contractor or subcontractor must notify the Contracting Officer immediately when an employee working on a VA system or with access to VA information is reassigned or leaves the contractor or subcontractor's employ. The Contracting Officer must also be notified immediately by the contractor or subcontractor prior to an unfriendly termination.

c. VA Information Custodial Language

- (1) Information made available to the contractor or subcontractor by VA for the performance or administration of this contract or information developed by the contractor/subcontractor in performance or administration of the contract shall be used only for those purposes and shall not be used in any other way without the prior written agreement of the VA. This clause expressly limits the contractor/subcontractor's rights to use data as described in Rights in Data - General, FAR 52.227-14(d) (1).
- (2) Prior to termination or completion of this contract, contractor/subcontractor must not destroy information received from VA, or gathered/created by the contractor in the course of performing this contract without prior written approval by the VA. Any data destruction done on behalf of VA by a contractor/subcontractor must be done in accordance with National Archives and Records Administration (NARA) requirements as outlined in VA Directive 6300, Records and Information Management and its Handbook 6300.1 Records Management Procedures, applicable VA Records Control Schedules, and VA Handbook 6500.1, Electronic Media Sanitization. Self-certification by the contractor that the data destruction requirements above have been met must be sent to the VA Contracting Officer within 30 days of termination of the contract.
- (3) 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.
- (4) 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.
- (5) 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.

- (6) 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.
- (7) 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.
- (8) 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.

#### d. Privacy and Security Requirements

##### (1) Training

(A) If access is given to VA information assets or resources (e.g. VA computer network), the Contractor's employee is required to complete security training and sign a copy of the Rules of Behavior prior to having access. Copies of the signed Rules of Behavior will be provided to the COR for retention in the contract file. Security training will be accomplished annually or in accordance with the Office of Cyber and Information Security requirements. In addition, if providing medical services, Contractor employee(s) will attend Computerized Patient Record System (CPRS) training prior to providing any patient care services, including on-call/emergency coverage at the VAMC. The Contractor employee will document patient care in CPRS to comply with all VA and The Joint Commission (TJC) standards.

(B) As VA routinely reviews and updates policies and procedures covering contractor computer access, this contract may be modified to reflect new policies and procedures during the term of this contract. This includes any new training requirements from regulatory sources.

##### (2) Contractor Personnel Security Requirements

(A) All Contractor employees who require access to the Department of Veterans Affairs' computer systems shall be the subject of a background investigation. This requirement is applicable to all subcontractor personnel requiring the same access. If the investigation is not completed prior to the start date of the contract, the contractor will be responsible for the actions of those individuals they provide to perform the work for VA.

(B) Position Sensitivity – The position sensitivity has been designated as: **Low Risk**

(C) Background Investigation – The level of background investigation commensurate with the required level of access is: **National Agency Check with Written Inquiries**

(D) The Contractor shall prescreen all personnel requiring access to the computer systems to ensure they maintain a U.S. citizenship, or are otherwise lawfully admitted to, and working in the United States, and are able to proficiently read, write, speak and understand the English language.

(E) After award and prior to contract performance, contractor will be required to submit to the contracting officer:

- (i) List of names of contractor personnel.

- (ii) Social Security Numbers of contractor personnel
- (iii) Dates of birth of contractor personnel
- (iv) Contractor personnel email addresses
- (v) Contractor personnel places of birth
- (vi) Contractor's point of contact, physical mailing address, telephone and email address

(F) Prior to changing/adding new contract personnel, the Contractor will be required to submit the above information to the Contracting Officer.

(G) The Contractor shall submit or have Contractor employees submit the following required forms to the contracting officer:

- (i) OPM Optional Form 306
- (ii) Fingerprint Verification

(H) The Contractor, when notified of an unfavorable determination by the Government, shall immediately withdraw the employee from consideration from working under the contract.

(I) Failure to comply with the contractor personnel security requirements may result in termination of the contract for cause.

(3) VA Cyber Security and Privacy Training Requirements for Contractor Employees

(A) Definitions. As used in this clause –

- (i) "Information technology resources" means any equipment or interconnected system or subsystem of equipment, including telecommunications equipment that is used in the automatic acquisition, storage, manipulation, management, movement, control, display, switching, interchange, transmission, or reception of data or information.
- (ii) "VA sensitive information" means all VA Department data, on any storage media or in any form or format, which requires protection due to the risk of harm that could result from inadvertent or deliberate disclosure, alteration, or destruction of the information. The term includes information whose improper use or disclosure could adversely affect the ability of an agency to accomplish its mission, proprietary information, records about individuals requiring protection under various confidentiality provisions such as the Privacy Act and the HIPAA Privacy Rule, and information that can be withheld under the Freedom of Information Act. Examples of VA sensitive information include the following: individually-identifiable medical, benefits, and personnel information; financial, budgetary, research, quality assurance, confidential commercial, critical infrastructure, investigatory, and law enforcement information; information that is confidential and privileged in litigation such as information protected by the deliberative process privilege, attorney work-product privilege, and the attorney-client privilege; and other information which, if released, could result in violation of law or harm or unfairness to any individual or group, or could adversely affect the national interest or the conduct of federal programs.

(B) All contractor employees and subcontractor employees requiring access to VA information technology resources and/or VA sensitive information shall complete the following before being granted access to VA information technology resources and/or VA sensitive information and annually thereafter:

- (i) Sign and acknowledge (either manually or electronically) understanding of and responsibilities for compliance with the Contractor Rules of Behavior relating to access to VA information technology resource and VA sensitive information.



(C) All Contractor employees and subcontractor employees requiring access to VA information technology resources shall complete the following prior to contract performance and annually thereafter:

- (i) successfully complete VA Cyber Security Awareness and Rules of Behavior training;
- (ii) successfully complete VA Privacy training; and
- (iii) successfully complete any additional cyber security or privacy training, as required for VA personnel with equivalent information system or VA sensitive information access.

(D) The Contractor shall provide documentary proof (e.g. copy of the security training certificates and privacy training certificates) for each applicable employee to the Contracting Officer and COR prior to contract performance and annually thereafter.

(E) All Contractor employees that do not have access to VA information technology resources, but do have access to VA sensitive information shall annually complete VA Privacy training. The Contractor shall provide documentary proof (e.g. copy of the training certificates) for each applicable employee to the Contracting Officer and COR prior to contract performance and annually thereafter.

(F) Failure to complete mandatory training within the timeframe required will be grounds for suspension or termination of all physical and/or electronic access privileges and removal from work on the contract until such time as the training is completed. In addition, the contract may be terminated for cause should the Contractor fail to meet mandatory training requirements.

#### (4) VA Information Security Requirements

(A) All Contractor employees under this contract who will be accessing the VA computer network are required to agree to and comply with VA Rules of Behavior (Computer Access Agreement). When Contractor employees first connect to the VA computer network, and annually thereafter, they will be required to read and electronically agree to the VA Rules of Behavior. (NOTE: other “Rules of Behavior” such as VPN rules of behavior may also require signatures based on which systems the non-VA user accesses.)

(B) Contractor employees shall not access VA systems or data beyond that which is absolutely necessary to complete the terms of the contract. Upon termination of the contract, all VA owned computer equipment or other devices that have stored or processed sensitive data will be immediately returned to the VA. Any Contractor-owned computer equipment (including back-up equipment) or other devices that contain VA sensitive data must be sanitized of VA data by the Contractor at termination of contract, and prior to reuse.

(C) Remote Access: Only VA-approved remote access solutions, certified and accredited in accordance with VA Directive may be used. All remote connections to VA networks must be through VA authorized configurations and access points. The assigned VA Information Security Officer can identify approved methods and access point. Data may not be transmitted across the Internet unencrypted and must be protected by either (VA-VPN) VA Virtual Private Network or other VA approved encryption process (Example: PKI - Public Key Infrastructure). Systems will meet VA Directive 6500 and follow National Institute of Standards and Technology (NIST) standards.

(D) Computers used to access the VA network remotely will be protected with up to date antivirus, operating system and application patches, security configurations and approved firewalls. The Contractor will use equipment and software manufacturer best practices for securing systems. The Contractor will diligently protect devices that store, view or process VA sensitive data from security flaws as the flaws become publicly known through such security organizations as United States Computer Emergency Readiness Team (US-CERT) (<http://www.us-cert.gov/>) and information from the SANS (SysAdmin, Audit, Network, Security) Institute (<http://www.sans.org>). The Contractor will make sure that any backup systems used will similarly protect the integrity and security of VA sensitive data. As used in this contract, the terms “VA data” and “VA

information” means information provided by or received from the VA or VA beneficiaries in the performance of the contract.

(E) Computers used to access the VA network remotely, if any, must be protected with strong passwords. As users change, passwords and access must be changed. Systems containing VA sensitive data or access will be protected with automatic password protected screensavers that activate within 15 minutes of non-use. Strong passwords are a combination of 3 of the following four characters (at least 8 characters long):

- (i) Upper case letters
- (ii) Lower case letters
- (iii) Numbers
- (iv) Special characters

(F) The Contractor and staff shall not publish or disclose in any manner, without the Contracting Officer's written consent, the details of any safeguards used for protecting sensitive equipment or data.

(G) The VA reserves the right to isolate any equipment provided by the contractor and directly connected to the VA network into a virtual LAN. Should the VA elect to set up such a VLAN, the contractor will provide a list of ports, addresses and other information describing the minimum necessary ports needed as required for the VA to set up an access control list for the virtual LAN.

(H) Contractor users are prohibited from using VA data, equipment or services for any activity that is not specifically part of the contracted services. The Contractor will assure that no one will be allowed access to VA sensitive data, systems or areas that have not conformed to the training and documentation required. Contractors will require that subcontractors given access to VA sensitive data, systems or areas will meet all the security requirements of this contract. The contractor will not allow VA sensitive data to be transmitted to foreign countries.

(I) Physical Protection: Equipment involved with sensitive data should be housed and protected in such a way that reduces the risks from environmental threats and hazards and the opportunities for unauthorized access, use, removal or theft.

(J) Systems that store or process VA data will be protected with VA approved encryption (typically Federal Information Processing Standards (FIPS) 140-2 compliant). A listing of FIPS 140-2 compliant software can be found at: <http://csrc.nist.gov/cryptval/140-1/1401val2004.htm>

(K) Any security violations or suspected violations shall be immediately reported to the VA Contracting Officer and the assigned Information Security Officer (ISO).

(L) When requested by the Contracting Officer, the Contractor agrees to provide physical access to their facilities and documentation as needed to determine compliance with the VA Information Security Requirements listed above.

#### (5) 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.

#### (6) 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:

- (i) Nature of the event (loss, theft, unauthorized access);
- (ii) 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;
- (iii) Number of individuals affected or potentially affected;
- (iv) Names of individuals or groups affected or potentially affected;
- (v) 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;
- (vi) Amount of time the data has been out of VA control;
- (vii) The likelihood that the sensitive personal information will or has been compromised (made accessible to and usable by unauthorized persons);
- (viii) Known misuses of data containing sensitive personal information, if any;
- (ix) Assessment of the potential harm to the affected individuals;
- (x) Data breach analysis as outlined in 6500.2 Handbook, Management of Security and Privacy Incidents, as appropriate; and
- (xi) Whether credit protection services may assist record subjects in avoiding or mitigating the results of identity theft based on the sensitive personal information that may have been compromised.

(D) Based on the determinations of the independent risk analysis, the contractor shall be responsible for paying to the VA liquidated damages in the amount of \$37.50 per affected individual to cover the cost of providing credit protection services to affected individuals consisting of the following:

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

(7) Personal Security Verification (PIV) Card and/or Security Badge Requirements for Contractor Employees:

(A) Definitions. As used in this clause –

- (i) “Access” means routine, unescorted physical entry into, and to the extent authorized, mobility within a Government facility. Also, it means the ability to obtain, view, read, modify, delete, and/or otherwise make use of information technology.
- (ii) “Facility and Government facility” mean buildings, including areas within buildings, owned, leased, shared, occupied, or otherwise controlled by the federal government.
- (iii) “Information technology” means any equipment or interconnected system or subsystem of equipment, including telecommunications equipment that is used in the automatic acquisition, storage, manipulation, management, movement, control, display, switching, interchange, transmission, or reception of data or information. This includes both major systems/applications and general support systems as defined by Office of Management and Budget (OMB) Circular A-130, owned by VA or owned and operated on VA’s behalf by another party.

(B) Policy

- (i) Homeland Security Presidential Directive (HSPD-12), Policy for a Common Identification Standard for Federal Employees and Contractors, dated August 27, 2004, mandates that Federal employees and contractors be issued a standard and reliable form of identification that complies with the technical and procedural requirements defined in Federal Information Processing Standards Publication (FIPS) 201, Personal Identity Verification (PIV) of federal employees and contractors, dated February 25, 2005, as amended by FIPS 201-1, dated March 2006.

(C) Access to VA Facilities or Systems.

- (i) General. The performance of this contract requires Contractor employees to have routine, unescorted access to VA facilities. All such employees who do not already possess a current Security Badge or Personal Identity Verification (PIV) Card acceptable to VA shall be required to provide personal information, undergo an Federal Bureau of Investigation (FBI) National Criminal History Fingerprint Check, and obtain a Security Badge or PIV Card prior to being permitted access to any such facility in performance of this contract. No Contractor employee will be permitted routine, unescorted access to a VA facility without a proper Security Badge or PIV Card.
- (ii) Citizenship-related requirements. If required by the contract, each affected Contractor employee as described in paragraph (a) shall be a United States (U.S.) citizen. Otherwise, each affected contractor employee as described in paragraph (a) shall be:

- a. A United States (U.S.) citizen; or
- b. A national of the United States (see 8 U.S.C. 1408); or
- c. An alien lawfully admitted into the United States for permanent residence as evidenced by an Alien Registration Receipt Card Form I-151.

(D) Background information.

- (i) Each Contractor employee that has access to VA facilities or systems shall complete a Special Agreement Check (SAC) Worksheet and deliver to the VA office responsible for fingerprinting and processing the Contractor employee(s). The Contracting Officer's Technical Representative will provide instructions to the contractor regarding the local procedures for fingerprinting and obtaining a Security Badges or PIV card.
- (ii) After completion of the fingerprint check, the Contracting Officer will notify the Contractor in writing if any Contractor employee is determined to be unsuitable to be given access to a government facility or VA system. If so notified, the Contractor shall not allow such employees to perform work on this contract.

(E) Security Badge or PIV Cards.

- (i) VA will issue a Security Badge or PIV Card to each Contractor employee who is to be given routine, unescorted access to VA facilities or access to VA systems and does not already possess a Security Badge or PIV Card. VA will not issue the Security Badge or PIV Card until the Contractor employee has successfully cleared the FBI National Criminal History Fingerprint Check.
- (ii) Security Badge or PIV Cards shall identify individuals as contractor employees. Contractor employees shall display their Security Badge or PIV Cards on their persons at all times while working in a VA facility and shall present their cards for inspection upon request by VA officials or VA security personnel.
- (iii) The Contractor shall be responsible for all Security Badge or PIV Cards issued to the Contractor's employees and shall immediately notify the Contracting Officer if any Security Badge or PIV Card(s) cannot be accounted for. The Contractor shall notify the Contracting Officer immediately whenever any Contractor employee no longer has a need for the VA-issued Security Badge or PIV Card (e.g., employee terminates employment with the Contractor, employee's duties no longer require access to VA facilities). In such cases, the Contracting Officer will instruct the Contractor on how to return the Security Badge or PIV Card. Upon expiration of this contract, the Contracting Officer will instruct the Contractor on how to return all VA-issued Security Badge or PIV Cards not previously returned. The Contractor shall not return Security Badge or PIV Cards to any person other than the individual(s) named by the Contracting Officer.

(F) Control of access. VA shall have and exercise full and complete control over granting, denying, withholding, and terminating access of Contractor employees to VA facilities and systems. The Contracting Officer will notify the Contractor immediately when VA has determined that an employee is unsuitable or unfit to be permitted access to a VA facility or system. The Contractor shall immediately notify such an employee that he/she no longer has access to any VA facility or system, shall retrieve the employee's Security Badge or PIV Card from the employee, and shall provide a suitable replacement employee in accordance with the requirements of this clause. The Government may not be able to give the Contractor the reason for requiring the removal of the unsuitable contractor employee. The Government shall not be responsible for any costs incurred by the Contractor as a result of removing such employee from the subject contract.

(G) Termination. Failure on the part of the Contractor to comply with the terms of this clause may result in termination of this contract for cause.

## (8) Contractor Special Agreement Check (SAC)

(A) A Special Agreement Check (SAC) is an FBI criminal history check of fingerprints which is initiated prior to entry on duty for all new Contractor employees who perform services for at least ten (10) days and who:

- (i) Provide direct and/or ancillary healthcare services at VA facilities
- (ii) Have access to VA computer/information systems
- (iii) Have access to sensitive information

(B) The COR will provide the SAC form to Contractor employees to complete the first day on which the contractor employees begin work under the contract, on-site at the VAMC. The COR indicates on the form whether contractor employees require computer access and signs the form. The COR ensures the SAC form is provided to human resources (HR) or designated service prior to or at the time of fingerprinting of Contractor employees. The COR may give the form to Contractor employees to hand carry the form to HR when he/she reports for fingerprinting. HR or designated service at the VAMC does the fingerprinting of Contractor employees and signs the form and returns the form to the COR who will then ensure that the Contracting Officer is aware the SAC has been completed by HR.

(C) If the fingerprint report requires adjudication of “potentially actionable issues” (i.e., if there is a “hit”) with respect to the Contractor employees, HR should contact the COR who will then notify the Contracting Officer so that a determination can be made as to whether remove or retain the Contractor employee from performance against the contract.

## (9) Access to Files and Medical Records

(A) In performance of official duties under this contract, the Contractor’s employee(s) have regular access to printed and electronic files containing sensitive data, which must be protected under the provisions of the Privacy Act of 1974 (5 U.S.C. 552a), Freedom of Information Act and other applicable laws, Federal Regulations, Veterans Affairs statutes and policies. The Contractor’s employee(s) are responsible for (1) protecting that data received in the performance of services under this contract from unauthorized release or from loss, alteration, or unauthorized deletion and (2) following all applicable regulations and instructions regarding access to the VA’s computerized files, release of VA access codes, etc., as set out in VHA Directives, Handbooks and computer access agreement Rules of Behavior (or equivalent) which the Contractor’s employee(s) must sign. The Contractor’s employees are required to protect VA patient information within the departmental office and keep it secure.

(B) Contractor shall ensure and maintain computer competency for all Contractor employees performing services under this contract to include completion of VA departmental documentation in VistA/Computerized Patient Record System (CPRS) or other VA systems. Contract is subject to termination if this requirement is not met.

(C) Contractor will provide health care to patients seeking such care from or through VA. As such, Contractor is considered part of the Department health activity for purposes of the following statutes and the VA regulations implementing these statutes: the Privacy Act, 5.U.S.C. § 552a, and 38 U.S.C. §§ 5701, 5705 and 7332. Contractor employees may have access to VA patient medical records to the extent necessary for the contract or to perform this contract. Notwithstanding any other provision of this contract, Contractor employees may disclose patient treatment records only pursuant to explicit disclosure authority from VA; provided, however, that the Contractor shall disclose such information as necessary to other authorized providers, to VA Utilization, Quality Assurance and other review committees or to governmental authorities as required by law or as otherwise required by this contract. Contractor employees are subject to the penalties and liabilities provided by statutes and regulations for unauthorized disclosures of such records and their contents. Records created by the Contractor in the course of treating VA patients under this contract are the property of the VA and shall not be accessed, released, transferred or destroyed except in accordance with

applicable federal law and regulations. These patient records shall be governed by FAR Clause 52.224-1, Privacy Act Notification and 52.224-2, Privacy Act. Upon the expiration of this contract or termination of the contract, the Contractor will promptly provide the VA with the VA patient treatment records for all services performed under this contract.

(D) Except for uses and disclosures of VA information authorized by this contract which is for the performance of treatment and for authorized disclosures or legal disclosures of PHI, 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.

(E) 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.

(F) Medical Record. The Contractor will utilize the VA CPRS computer system for patients treated at the VA. The record will include, at a minimum, the history, physical findings, laboratory testing and their results, the reasons for services provided such as hospital admission, surgery and/or other procedures and will document the results of any interventions and/or treatments. For the purpose of this contract, the VA prefers that medical records, discharge summaries and any other reports be submitted either in the VA's electronic medical record, in a downloadable text file or (at the VA's discretion) in the form of a scanable document. The record will also document diagnoses for which medications were administered or prescribed, orders for laboratory, radiological, electrocardiogram (EKG), and other tests and the results of such tests and other documentation sufficient to disclose the quality, quantity, appropriateness, and timeliness of services performed or ordered under this contract. All information required by the Safe Medical Devices Act of 1990, for the tracking of devices implanted during surgery will be included in the patient's record when transferred or discharged.

(G) Transportation of information. The transporting of individually-identifiable information off-site by the contract provider is strictly forbidden. Such request by the contract provider must be authorized in writing by the Medical Center Director.

#### (10) HIPAA Compliance

(A) As a covered entity, the Department of Veterans Affairs (VA) is required to by law to obtain satisfactory assurance of a Business Associate that the Business Associate appropriately safeguards protected health information it receives or creates on behalf of the covered entity. Contractors and any subcontractors must adhere to the provisions of Public Law 104-191, Health Insurance Portability and Accountability Act (HIPAA) of 1996 to include the Administrative Simplification Provisions of the law and associated rules and regulations published by the Department of Health and Human Services (HHS). The Contractor shall comply with all HIPAA-related rules and regulations to include Electronic Transactions, the Standards for Privacy of Individually Identifiable Health Information, and the Security Standards. This includes both the Privacy and Security Rules published by the Department of Health and Human Services (HHS). As required by HIPAA, HHS has promulgated rules governing the use and disclosure of protected health information by covered entities. The covered entity component of the Department Veterans Affairs is the Veterans Health Administration (VHA). In accordance with HIPAA, the Contractor may be required to enter in to a Business Associate Agreement (BAA) with VHA.

(B) Business associates must follow VHA privacy policies and practices. All contractors and business associates must receive privacy training annually. For contractors and business associates who do not have access to VHA computer systems, this requirement is met by completing VHA National Privacy Policy training, other VHA approved privacy training or contractor furnished training that meets the requirements of HHS Standards for Privacy of Individually Identifiable Health information as determined by VHA. For contractors and business associates who are granted access to VHA computer systems, this requirement is met by completing VHA National Privacy Policy training or other VHA approved privacy training. Proof of training is required.

(C) Any violation of HIPAA will be reported to the Contracting Officer in writing within twenty-four (24) hours of the Contractor's discovery of an occurrence. Included in the report will be a description of the occurrence, patient names (if known), location, date and time. A copy of any filed police report will be provided by the Contractor to the Contracting Officer within twenty-four (24) hours of completion.

#### (11) Facsimile (Fax) Privacy Statement

(A) Should the contractor require the use of facsimile communication during the life of the contract, the VA requires the following statement on all fax cover sheets be included:

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

#### e. Payment

##### (1) Billing and Payment

(A) Sums due the Contractor shall be paid monthly, in arrears, upon receipt of a properly prepared invoice (as defined in FAR Clause 52.212-4(g), *Invoice*) submitted by the Contractor. Itemized billings shall be submitted for resources furnished. Invoices shall be submitted within 30 days of end of each month of services.

(B) Billings rendered by the Contractor to the VAMC for services furnished a VAMC beneficiary under the terms of this contract shall be billings in full. Neither the beneficiary, nor the beneficiary's insurer, nor any third party shall be billed even if the VA does not pay for those services. This provision shall survive the termination or ending of the contract.

(C) Government Invoice Address: All invoices from the Contractor shall be electronically transmitted to the addresses listed in Block 18a of Standard Form (SF) 1449 of this document.

(D) For services performed at the VAMC, the following shall apply:

- (i) The contract provider shall report 15 minutes prior to their scheduled tour of duty and complete a time sheet on a daily basis. This timesheet will be submitted to the Administrative Officer of the Medical Subspecialty Care Service monthly.
- (ii) The contract provider must be present at the VA facility according to a schedule agreed upon by the parties, and must be actually performing the required services specified by the contract.
- (iii) Hourly fees shall begin when the contract provider(s) reports for a scheduled shift at the VAMC.
- (iv) Rates for less than full hourly increments shall be paid as a fraction of the hourly rate and in ¼ hour increments.

##### (2) Record Keeping



(A) For services performed at the VAMC, the following shall apply:

- (i) The VAMC shall establish and maintain a record keeping system that will record the hours worked and services performed by the contract provider(s) to ensure that required services have been received by the VAMC.
- (ii) Monitoring of contract provider(s) time shall be demonstrated through sign-in/ sign-out sheets (hard copy or electronic). Contractor employee(s) shall be required to sign an attendance log upon reporting to work and departing from work.
- (iii) The Contractor will submit a properly prepared invoice (as defined in FAR Clause 52.212-4(g), *Invoice*) following the end of each month indicating the contract number, Contractor employee(s) names, as well as the dates and hours worked. The Contractor shall receive payment for the services rendered, which are documented in clinic records, patient records, attendance in VAMC meetings, the sign-in sheet, etc. Contractor employee(s) must have a physical presence at the VAMC for the Contractor to be reimbursed for services.
- (iv) Contract provider(s) shall report to the Contracting Officer's Representative, Administrative Officer or designee upon initial arrival at the VAMC.

(B) Documentation of services performed shall be reviewed prior to certifying payment. The VAMC shall pay for services actually performed and in strict accordance with the price schedule and performance work statement. Monitoring and record-keeping procedures shall be sufficient to ensure proper payment and allow audit verification that services were provided.

(C) The invoice will be reviewed for accuracy and then certified for payment by the Administrative Officer. Invoice should include a list of hours of service provided for meeting the obligation of the contract, including purpose of service provided. If services are not being provided as called out in the contract, the Contracting Officer will be notified so that corrective action may be initiated.

f. Regulations and Policies Unique to Health Care

(1) Requirements

(A) The Contractor shall perform required services in accordance with the standards of The Joint Commission, established principles and ethics of the medical profession established by the American Medical Association (AMA). The Contractor shall adhere to Veterans Health Administration (VHA) regulations and the policies, procedures, and regulations of the Medical Staff By-laws of the VAMC (refer to attachment). This shall include all Contractor employees to wear an appropriate VA name badge at all times while on the grounds.

(B) The Contractor shall perform required services in compliance with all VA security policies and applicable confidentiality statutes, including 38 U.S.C. 5701, 38 U.S.C. 5705, 38 U.S.C. 7332, 5 U.S.C. 552a (Privacy Act), as well as 45 C.F.R. Parts 160, 162 and 164 (Health Insurance Portability and Accountability Act).

(C) Upon award, the Contractor and all practitioners who provide billable health care services under this contract to the VA shall provide the official National Provider Identifier (NPI) and Taxonomy Code confirmation notice issued by the Centers for Medicare and Medicaid Services (CMS) National Plan and Provider Enumeration System (NPPES).

(D) Providers caring for patients and receiving payment for such care from the Department of Veteran Affairs shall meet the current Patient Safety Standards of The Joint Commission.

(E) All contract providers shall be subject to VA's Drug-Free Workplace Policy. Personnel may receive a drug test and are subject to random drug testing thereafter. This includes situations of "reasonable suspicion"

and “accident or unsafe practice testing”. Refusal to be tested or interfering with the testing process shall result in immediate termination of the contract.

(F) All contract providers shall be in good health and free from communicable disease as evidenced by an annual physical examination which is required prior to the start of the contract.

(G) Mantoux (PPD) Testing. Contractor shall provide evidence to the COR of the following:

- (i) Negative PPD test within **fourteen (14) calendar days prior to employee beginning service**. If an earlier PPD test was given over twelve (12) months previously, the current test shall be a 2-step Mantoux test;
- (ii) Medical evidence that personnel are disease free for personnel having a positive PPD.

(H) A regular annual re-testing program for tuberculosis (TB) shall be established and maintained by the Contractor. Contractor shall provide evidence of retests to COR within ten (10) calendar days of retest.

(I) Documentation of immunity by titers for measles, mumps, rubella, and varicella. Documenting the immunity status of healthcare workers for diseases for which vaccination is required or recommended to include: Measles (Rubeola) Ab (IgG), Mumps Ab (IgG), Rubella Ab (IgG), and Varicella Ab (IgG). If the results do not show immunity, the agency would need to provide the vaccination(s) necessary, and redraw titers at appropriate intervals so that immunity can be documented.

(J) Hepatitis B Vaccination

- (i) The contract provider(s) shall consider the need for Hepatitis B vaccine and vaccination series within ten (10) days of contract employment and follow-up if there has been an exposure incident. VAMC shall provide the vaccine or vaccination series, if necessary.
- (ii) VA Form 10-5549c, Information about Hepatitis B Vaccine (Recombinant), Consent Form, or VA Form 10-5549d, Hepatitis B Vaccine Declination (Mandatory) shall be submitted to the COR within thirty (30) days of waiver, or completion of the first in the series of the Hepatitis B vaccine, and at completion of the vaccination series

(2) Patient Referral

(A) Neither the Contractor nor Contractor’s employee is authorized under this contract to refer any VAMC patients for additional medical treatment. Separate authorization by the VAMC will be necessary for continued care or referral for additional medical treatment.

(3) Standard of Care

(A) The Contractor agrees to provide a standard of care equal to or greater than that provided by the VA.

#### g. Reporting and Registration Requirements

(1) System for Awards Management (SAM) Requirements:

(A) The Contractor shall update the representations and certifications submitted to ORCA as necessary, but at least annually, to ensure they are kept current, accurate, and complete. Annual representations and certifications may be completed at <https://www.sam.gov>.

(2) Notice – Compliance with VETS-100 Reporting Requirements

(A) In an effort to promote employment opportunities for America's Veterans, Congress passed the Vietnam Era Veterans' Readjustment Assistance Act of 1974, Public Law 93-508. The Act applies to all contracts and subcontracts for personal property and nonpersonal services (including construction) of \$100,000 or more except as waived by the Secretary of Labor.

(B) Pursuant to Title 38 U.S.C. § 4212(d), for contracts and subcontracts subject to the Act the contractor is required to submit annual reports (e.g. Veterans Employment and Training System (VETS)-100 Report) to the Department of Labor's (DOL) Veteran's Employment Reporting database. Except for contracts for commercial items or contracts that do not exceed the simplified acquisition threshold, contracting officers are not to obligate or expend funds appropriated for the agency for a fiscal year to enter into a contract for the procurement of personal property and non-personal services (including construction) with a contractor that has not submitted a required annual Form VETS-100, Federal Contractor Veterans' Employment Report (VETS-100 Report), with respect to the preceding fiscal year if the contractor was subject to the reporting requirements of Title 38 U.S.C. 4212(d) for that fiscal year.

(C) For questions and information on filing VETS-100 reports, or registering, contact the VETS-100 Help Desk at (301) 586-1580 or email [helpdesk@vets100.com](mailto:helpdesk@vets100.com).

## SECTION C - CONTRACT CLAUSES

### C.1 52.212-4 CONTRACT TERMS AND CONDITIONS—COMMERCIAL ITEMS (SEP 2013)

(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 the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613). 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 sub-line 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 Section 611 of the Contract Disputes Act of 1978 (Public Law 95-563), 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. 3701, et seq., Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-58, Anti-Kickback Act of 1986; 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. 423 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)

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

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

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

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

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

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

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

(End of Clause)

<b><u>FAR</u></b> <b><u>Number</u></b>	<b><u>Title</u></b>	<b><u>Date</u></b>
52.203-16	PREVENTING PERSONAL CONFLICTS OF INTEREST	DEC 2011
52.203-17	CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS	SEP 2013
52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER	MAY 2011

52.204-9	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL	JAN 2011
52.224-1	PRIVACY ACT NOTIFICATION	APR 1984
52.224-2	PRIVACY ACT	APR 1984
52.227-17	RIGHTS IN DATA—SPECIAL WORKS	DEC 2007
52.228-5	INSURANCE—WORK ON A GOVERNMENT INSTALLATION	JAN 1997
52.237-3	CONTINUITY OF SERVICES	JAN 1991

### 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 effective date of the contract through the expiration date of the contract.

(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 10, 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 1248 hours;

(2) Any order for a combination of items in excess of 1248 hours; or

(3) A series of orders from the same ordering office within 10 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 10 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of Clause)

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

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

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

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

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; *provided*, that the Contractor shall not be required to make any deliveries under this contract after 180 days after contract expiration.

(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 10 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 10 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 30 days before the contract expires. The preliminary notice does not commit the Government to an extension.

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

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

(End of Clause)

## **C.8 52.219-9 SMALL BUSINESS SUBCONTRACTING PLAN (JUL 2013) ALTERNATE II (OCT 2001)**

(a) This clause does not apply to small business concerns.

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

"Alaska Native Corporation (ANC)" means any Regional Corporation, Village Corporation, Urban Corporation, or Group Corporation organized under the laws of the State of Alaska in accordance with the Alaska Native Claims Settlement Act, as amended (43 U.S.C. 1601, et seq.) and which is considered a minority and economically disadvantaged concern under the criteria at 43 U.S.C. 1626(e)(1). This definition also includes ANC direct and indirect subsidiary corporations, joint ventures, and partnerships that meet the requirements of 43 U.S.C. 1626(e)(2).

"Commercial item" means a product or service that satisfies the definition of commercial item in section 2.101 of the Federal Acquisition Regulation.

"Commercial plan" means a subcontracting plan (including goals) that covers the offeror's fiscal year and that applies to the entire production of commercial items sold by either the entire company or a portion thereof (*e.g.*, division, plant, or product line).

"Electronic Subcontracting Reporting System (eSRS)" means the Governmentwide, electronic, web-based system for small business subcontracting program reporting. The eSRS is located at <http://www.esrs.gov>.

"Indian tribe" means any Indian tribe, band, group, pueblo, or community, including native villages and native groups (including corporations organized by Kenai, Juneau, Sitka, and Kodiak) as defined in the Alaska Native Claims Settlement Act (43 U.S.C.A. 1601 et seq.), that is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs in accordance with 25 U.S.C. 1452(c). This definition also includes Indian-owned economic enterprises that meet the requirements of 25 U.S.C. 1452(e).

"Individual contract plan" means a subcontracting plan that covers the entire contract period (including option periods), applies to a specific contract, and has goals that are based on the offeror's planned subcontracting in support of the specific contract, except that indirect costs incurred for common or joint purposes may be allocated on a prorated basis to the contract.

"Master plan" means a subcontracting plan that contains all the required elements of an individual contract plan, except goals, and may be incorporated into individual contract plans, provided the master plan has been approved.

"Subcontract" means any agreement (other than one involving an employer-employee relationship) entered into by a Federal Government prime Contractor or subcontractor calling for supplies or services required for performance of the contract or subcontract.

(c) Proposals submitted in response to this solicitation shall include a subcontracting plan that separately addresses subcontracting with small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns. If the offeror is submitting an individual contract plan, the plan must separately address subcontracting with small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns, with a separate part for the basic contract and separate parts for each option (if any). The plan shall be included in and made a part of the resultant contract. The subcontracting plan shall be negotiated within the time specified by the Contracting Officer. Failure to submit and negotiate a subcontracting plan shall make the offeror ineligible for award of a contract.

(d) The offeror's subcontracting plan shall include the following:

(1) Goals, expressed in terms of percentages of total planned subcontracting dollars, for the use of small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns as subcontractors. The offeror shall include all subcontracts that contribute to contract performance, and may include a proportionate share of products and services that are normally allocated as indirect costs. In accordance with 43 U.S.C. 1626:

(i) Subcontracts awarded to an ANC or Indian tribe shall be counted towards the subcontracting goals for small business and small disadvantaged business (SDB) concerns, regardless of the size or Small Business Administration certification status of the ANC or Indian tribe.

(ii) Where one or more subcontractors are in the subcontract tier between the prime contractor and the ANC or Indian tribe, the ANC or Indian tribe shall designate the appropriate contractor(s) to count the subcontract towards its small business and small disadvantaged business subcontracting goals.

(A) In most cases, the appropriate Contractor is the Contractor that awarded the subcontract to the ANC or Indian tribe.

(B) If the ANC or Indian tribe designates more than one Contractor to count the subcontract toward its goals, the ANC or Indian tribe shall designate only a portion of the total subcontract award to each Contractor. The sum of the amounts designated to various Contractors cannot exceed the total value of the subcontract.

(C) The ANC or Indian tribe shall give a copy of the written designation to the Contracting Officer, the prime Contractor, and the subcontractors in between the prime Contractor and the ANC or Indian tribe within 30 days of the date of the subcontract award.

(D) If the Contracting Officer does not receive a copy of the ANC's or the Indian tribe's written designation within 30 days of the subcontract award, the Contractor that awarded the subcontract to the ANC or Indian tribe will be considered the designated Contractor.

(2) A statement of—

(i) Total dollars planned to be subcontracted for an individual contract plan; or the offeror's total projected sales, expressed in dollars, and the total value of projected subcontracts to support the sales for a commercial plan;

(ii) Total dollars planned to be subcontracted to small business concerns (including ANC and Indian tribes);

(iii) Total dollars planned to be subcontracted to veteran-owned small business concerns;

(iv) Total dollars planned to be subcontracted to service-disabled veteran-owned small business;

(v) Total dollars planned to be subcontracted to HUBZone small business concerns;

(vi) Total dollars planned to be subcontracted to small disadvantaged business concerns (including ANCs and Indian tribes); and

(vii) Total dollars planned to be subcontracted to women-owned small business concerns.

(3) A description of the principal types of supplies and services to be subcontracted, and an identification of the types planned for subcontracting to—

(i) Small business concerns;

(ii) Veteran-owned small business concerns;

(iii) Service-disabled veteran-owned small business concerns;

(iv) HUBZone small business concerns;

(v) Small disadvantaged business concerns; and

(vi) Women-owned small business concerns.

(4) A description of the method used to develop the subcontracting goals in paragraph (d)(1) of this clause.

(5) A description of the method used to identify potential sources for solicitation purposes (*e.g.*, existing company source lists, the System for Award Management (SAM), veterans service organizations, the National Minority Purchasing Council Vendor Information Service, the Research and Information Division of the Minority Business Development Agency in the Department of Commerce, or small, HUBZone, small disadvantaged, and women-owned small business trade associations). A firm may rely on the information contained in SAM as an accurate representation of a concern's size and ownership characteristics for the purposes of maintaining a small, veteran-owned small, service-disabled veteran-owned small, HUBZone small, small disadvantaged, and women-owned small business source list. Use of SAM as its source list does not relieve a firm of its responsibilities (*e.g.*, outreach, assistance, counseling, or publicizing subcontracting opportunities) in this clause.

(6) A statement as to whether or not the offeror included indirect costs in establishing subcontracting goals, and a description of the method used to determine the proportionate share of indirect costs to be incurred with—

- (i) Small business concerns (including ANC and Indian tribes);
- (ii) Veteran-owned small business concerns;
- (iii) Service-disabled veteran-owned small business concerns;
- (iv) HUBZone small business concerns;
- (v) Small disadvantaged business concerns (including ANC and Indian tribes); and
- (vi) Women-owned small business concerns.

(7) The name of the individual employed by the offeror who will administer the offeror's subcontracting program, and a description of the duties of the individual.

(8) A description of the efforts the offeror will make to assure that small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns have an equitable opportunity to compete for subcontracts.

(9) Assurances that the offeror will include the clause of this contract entitled "Utilization of Small Business Concerns" in all subcontracts that offer further subcontracting opportunities, and that the offeror will require all subcontractors (except small business concerns) that receive subcontracts in excess of \$650,000 (\$1.5 million for construction of any public facility with further subcontracting possibilities) to adopt a subcontracting plan that complies with the requirements of this clause.

(10) Assurances that the offeror will—

- (i) Cooperate in any studies or surveys as may be required;
- (ii) Submit periodic reports so that the Government can determine the extent of compliance by the offeror with the subcontracting plan;
- (iii) Submit the Individual Subcontract Report (ISR) and/or the Summary Subcontract Report (SSR), in accordance with paragraph (I) of this clause using the Electronic Subcontracting Reporting System (eSRS) at <http://www.esrs.gov>. The reports shall provide information on subcontract awards to small business concerns (including ANCs and Indian tribes that are not small businesses), veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUBZone small business concerns, small disadvantaged business concerns (including ANCs and Indian tribes that have not been certified by the Small Business Administration as small disadvantaged businesses),

women-owned small business concerns, and Historically Black Colleges and Universities and Minority Institutions. Reporting shall be in accordance with this clause, or as provided in agency regulations;

(iv) Ensure that its subcontractors with subcontracting plans agree to submit the ISR and/or the SSR using eSRS;

(v) Provide its prime contract number, its DUNS number, and the e-mail address of the offeror's official responsible for acknowledging receipt of or rejecting the ISRs, to all first-tier subcontractors with subcontracting plans so they can enter this information into the eSRS when submitting their ISRs; and

(vi) Require that each subcontractor with a subcontracting plan provide the prime contract number, its own DUNS number, and the e-mail address of the subcontractor's official responsible for acknowledging receipt of or rejecting the ISRs, to its subcontractors with subcontracting plans.

(11) A description of the types of records that will be maintained concerning procedures that have been adopted to comply with the requirements and goals in the plan, including establishing source lists; and a description of the offeror's efforts to locate small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns and award subcontracts to them. The records shall include at least the following (on a plant-wide or company-wide basis, unless otherwise indicated):

(i) Source lists (*e.g.*, SAM), guides, and other data that identify small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns.

(ii) Organizations contacted in an attempt to locate sources that are small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, or women-owned small business concerns.

(iii) Records on each subcontract solicitation resulting in an award of more than \$150,000, indicating—

(A) Whether small business concerns were solicited and, if not, why not;

(B) Whether veteran-owned small business concerns were solicited and, if not, why not;

(C) Whether service-disabled veteran-owned small business concerns were solicited and, if not, why not;

(D) Whether HUBZone small business concerns were solicited and, if not, why not;

(E) Whether small disadvantaged business concerns were solicited and, if not, why not;

(F) Whether women-owned small business concerns were solicited and, if not, why not; and

(G) If applicable, the reason award was not made to a small business concern.

(iv) Records of any outreach efforts to contact—

(A) Trade associations;

(B) Business development organizations;

(C) Conferences and trade fairs to locate small, HUBZone small, small disadvantaged, and women-owned small business sources; and

(D) Veterans service organizations.

(v) Records of internal guidance and encouragement provided to buyers through—

(A) Workshops, seminars, training, etc.; and

(B) Monitoring performance to evaluate compliance with the program's requirements.

(vi) On a contract-by-contract basis, records to support award data submitted by the offeror to the Government, including the name, address, and business size of each subcontractor. Contractors having commercial plans need not comply with this requirement.

(e) In order to effectively implement this plan to the extent consistent with efficient contract performance, the Contractor shall perform the following functions:

(1) Assist small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns by arranging solicitations, time for the preparation of bids, quantities, specifications, and delivery schedules so as to facilitate the participation by such concerns. Where the Contractor's lists of potential small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business subcontractors are excessively long, reasonable effort shall be made to give all such small business concerns an opportunity to compete over a period of time.

(2) Provide adequate and timely consideration of the potentialities of small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns in all "make-or-buy" decisions.

(3) Counsel and discuss subcontracting opportunities with representatives of small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business firms.

(4) Confirm that a subcontractor representing itself as a HUBZone small business concern is identified as a certified HUBZone small business concern by accessing the SAM database or by contacting SBA.

(5) Provide notice to subcontractors concerning penalties and remedies for misrepresentations of business status as small, veteran-owned small business, HUBZone small, small disadvantaged, or women-owned small business for the purpose of obtaining a subcontract that is to be included as part or all of a goal contained in the Contractor's subcontracting plan.

(6) For all competitive subcontracts over the simplified acquisition threshold in which a small business concern received a small business preference, upon determination of the successful subcontract offeror, the Contractor must inform each unsuccessful small business subcontract offeror in writing of the name and location of the apparent successful offeror prior to award of the contract.

(f) A master plan on a plant or division-wide basis that contains all the elements required by paragraph (d) of this clause, except goals, may be incorporated by reference as a part of the subcontracting plan required of the offeror by this clause; provided—

(1) The master plan has been approved;



(2) The offeror ensures that the master plan is updated as necessary and provides copies of the approved master plan, including evidence of its approval, to the Contracting Officer; and

(3) Goals and any deviations from the master plan deemed necessary by the Contracting Officer to satisfy the requirements of this contract are set forth in the individual subcontracting plan.

(g) A commercial plan is the preferred type of subcontracting plan for contractors furnishing commercial items. The commercial plan shall relate to the offeror's planned subcontracting generally, for both commercial and Government business, rather than solely to the Government contract. Once the Contractor's commercial plan has been approved, the Government will not require another subcontracting plan from the same Contractor while the plan remains in effect, as long as the product or service being provided by the Contractor continues to meet the definition of a commercial item. A Contractor with a commercial plan shall comply with the reporting requirements stated in paragraph (d)(10) of this clause by submitting one SSR in eSRS for all contracts covered by its commercial plan. This report shall be acknowledged or rejected in eSRS by the Contracting Officer who approved the plan. This report shall be submitted within 30 days after the end of the Government's fiscal year.

(h) Prior compliance of the offeror with other such subcontracting plans under previous contracts will be considered by the Contracting Officer in determining the responsibility of the offeror for award of the contract.

(i) A contract may have no more than one plan. When a modification meets the criteria in 19.702 for a plan, or an option is exercised, the goals associated with the modification or option shall be added to those in the existing subcontract plan.

(j) Subcontracting plans are not required from subcontractors when the prime contract contains the clause at 52.212-5, Contract Terms and Conditions Required to Implement Statutes or Executive Orders—Commercial Items, or when the subcontractor provides a commercial item subject to the clause at 52.244-6, Subcontracts for Commercial Items, under a prime contract.

(k) The failure of the Contractor or subcontractor to comply in good faith with—

(1) The clause of this contract entitled "Utilization Of Small Business Concerns;" or

(2) An approved plan required by this clause, shall be a material breach of the contract.

(l) The Contractor shall submit ISRs and SSRs using the web-based eSRS at <http://www.esrs.gov>. Purchases from a corporation, company, or subdivision that is an affiliate of the prime Contractor or subcontractor are not included in these reports. Subcontract award data reported by prime Contractors and subcontractors shall be limited to awards made to their immediate next-tier subcontractors. Credit cannot be taken for awards made to lower tier subcontractors, unless the Contractor or subcontractor has been designated to receive a small business or small disadvantaged business credit from an ANC or Indian tribe. Only subcontracts involving performance in the United States or its outlying areas should be included in these reports with the exception of subcontracts under a contract awarded by the State Department or any other agency that has statutory or regulatory authority to require subcontracting plans for subcontracts performed outside the United States and its outlying areas.

(1) *ISR*. This report is not required for commercial plans. The report is required for each contract containing an individual subcontract plan.

(i) The report shall be submitted semiannually during contract performance for the periods ending March 31 and September 30. A report is also required for each contract within 30 days of contract completion. Reports are due 30 days after the close of each reporting period, unless otherwise directed by the Contracting Officer. Reports are required when

due, regardless of whether there has been any subcontracting activity since the inception of the contract or the previous reporting period.

(ii) When a subcontracting plan contains separate goals for the basic contract and each option, as prescribed by FAR 19.704(c), the dollar goal inserted on this report shall be the sum of the base period through the current option; for example, for a report submitted after the second option is exercised, the dollar goal would be the sum of the goals for the basic contract, the first option, and the second option.

(iii) The authority to acknowledge receipt or reject the ISR resides—

(A) In the case of the prime Contractor, with the Contracting Officer; and

(B) In the case of a subcontract with a subcontracting plan, with the entity that awarded the subcontract.

(2) *SSR*.

(i) Reports submitted under individual contract plans—

(A) This report encompasses all subcontracting under prime contracts and subcontracts with the awarding agency, regardless of the dollar value of the subcontracts.

(B) The report may be submitted on a corporate, company or subdivision (*e.g.* plant or division operating as a separate profit center) basis, unless otherwise directed by the agency.

(C) If a prime Contractor and/or subcontractor is performing work for more than one executive agency, a separate report shall be submitted to each executive agency covering only that agency's contracts, provided at least one of that agency's contracts is over \$650,000 (over \$1.5 million for construction of a public facility) and contains a subcontracting plan. For DoD, a consolidated report shall be submitted for all contracts awarded by military departments/agencies and/or subcontracts awarded by DoD prime Contractors. However, for construction and related maintenance and repair, a separate report shall be submitted for each DoD component.

(D) For DoD and NASA, the report shall be submitted semi-annually for the six months ending March 31 and the twelve months ending September 30. For civilian agencies, except NASA, it shall be submitted annually for the twelve month period ending September 30. Reports are due 30 days after the close of each reporting period.

(E) Subcontract awards that are related to work for more than one executive agency shall be appropriately allocated.

(F) The authority to acknowledge or reject SSRs in eSRS, including SSRs submitted by subcontractors with subcontracting plans, resides with the Government agency awarding the prime contracts unless stated otherwise in the contract.

(ii) Reports submitted under a commercial plan—

(A) The report shall include all subcontract awards under the commercial plan in effect during the Government's fiscal year.

(B) The report shall be submitted annually, within thirty days after the end of the Government's fiscal year.

(C) If a Contractor has a commercial plan and is performing work for more than one executive agency, the Contractor shall specify the percentage of dollars attributable to each agency from which contracts for commercial items were received.

(D) The authority to acknowledge or reject SSRs for commercial plans resides with the Contracting Officer who approved the commercial plan.

(iii) All reports submitted at the close of each fiscal year (both individual and commercial plans) shall include a Year-End Supplementary Report for Small Disadvantaged Businesses. The report shall include subcontract awards, in whole dollars, to small disadvantaged business concerns by North American Industry Classification System (NAICS) Industry Subsector. If the data are not available when the year-end SSR is submitted, the prime Contractor and/or subcontractor shall submit the Year-End Supplementary Report for Small Disadvantaged Businesses within 90 days of submitting the year-end SSR. For a commercial plan, the Contractor may obtain from each of its subcontractors a predominant NAICS Industry Subsector and report all awards to that subcontractor under its predominant NAICS Industry Subsector.

(End of Clause)

#### **C.9 52.232-18 AVAILABILITY OF FUNDS (APR 1984)**

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

(End of Clause)

#### **C.10 52.232-19 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR (APR 1984)**

Funds are not presently available for performance under this contract beyond September 30. 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 September 30, 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.11 52.232-40 PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS (DEC 2013)**

(a) Upon receipt of accelerated payments from the Government, the Contractor shall make accelerated payments to its small business subcontractors under this contract, to the maximum extent practicable and prior to when such payment is otherwise required under the applicable contract or subcontract, after receipt of a proper invoice and all other required documentation from the small business subcontractor.

(b) The acceleration of payments under this clause does not provide any new rights under the Prompt Payment Act.

(c) Include the substance of this clause, including this paragraph (c), in all subcontracts with small business concerns, including subcontracts with small business concerns for the acquisition of commercial items.

(End of Clause)

#### **C.12 VAAR 852.203-70 COMMERCIAL ADVERTISING (JAN 2008)**

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

(End of Clause)

**C.13 VAAR 852.203-71 DISPLAY OF DEPARTMENT OF VETERAN AFFAIRS HOTLINE POSTER (DEC 1992)**

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

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

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

(End of Clause)

**C.14 VAAR 852.215-71 EVALUATION FACTOR COMMITMENTS (DEC 2009)**

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

(End of Clause)

**C.15 VAAR 852.219-9 VA SMALL BUSINESS SUBCONTRACTING PLAN MINIMUM REQUIREMENTS (DEC 2009)**

(a) This clause does not apply to small business concerns.

(b) If the offeror is required to submit an individual subcontracting plan, the minimum goals for award of subcontracts to service-disabled veteran-owned small business concerns and veteran-owned small business concerns shall be at least commensurate with the Department's annual service-disabled veteran-owned small business and veteran-owned small business prime contracting goals for the total dollars planned to be subcontracted.

(c) For a commercial plan, the minimum goals for award of subcontracts to service-disabled veteran-owned small business concerns and veteran-owned small businesses shall be at least commensurate with the Department's annual service-disabled veteran-owned small business and veteran-owned small business prime contracting goals for the total value of projected subcontracts to support the sales for the commercial plan.

(d) To be credited toward goal achievements, businesses must be verified as eligible in the Vendor Information Pages database. The contractor shall annually submit a listing of service-disabled veteran-owned small businesses and veteran-owned small businesses for which credit toward goal achievement is to be applied for the review of personnel in the Office of Small and Disadvantaged Business Utilization.

(e) The contractor may appeal any businesses determined not eligible for crediting toward goal achievements by following the procedures contained in 819.407.

(End of Clause)

**C.16 852.232-72 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS (NOV 2012)**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(End of Clause)

## **C.17 VAAR 852.237-7 INDEMNIFICATION AND MEDICAL LIABILITY INSURANCE (JAN 2008)**

(a) It is expressly agreed and understood that this is a non- personal services contract, as defined in Federal Acquisition Regulation (FAR) 37.101, under which the professional services rendered by the Contractor or its health-care providers are rendered in its capacity as an independent contractor. The Government may evaluate the quality of professional and administrative services provided but retains no control over professional aspects of the services rendered, including by example, the Contractor's or its health-care providers' professional medical judgment, diagnosis, or specific medical treatments. The Contractor and its health-care providers shall be liable for their liability-producing acts or omissions. The Contractor shall maintain or require all health-care providers performing under this contract to maintain, during the term of this contract, professional liability insurance issued by a responsible insurance carrier of not less than the following amount(s) per specialty per occurrence: \$1,000,000.00. However, if the Contractor is an entity or a subdivision of a State that either provides for self-insurance or limits the liability or the amount of insurance purchased by State entities, then the insurance requirement of this contract shall be fulfilled by incorporating the provisions of the applicable State law.

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

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

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

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

(End of Clause)

## **C.18 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 Missouri. Further, it is agreed that any negligence of the Government, its officers, agents, servants and employees, shall not be the responsibility of the contractor hereunder with the regard to any claims, loss, damage, injury, and liability resulting there from.

(End of Clause)

(End of Addendum to 52.212-4)

## **C.19 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS—COMMERCIAL ITEMS (JAN 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) (Pub. L. 108-77, 108-78).

(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:

[X] (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).

[] (2) 52.203-13, Contractor Code of Business Ethics and Conduct (APR 2010)(Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

[] (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.)

[X] (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).

[X] (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).

[X] (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 (Jul 2013) (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 Re-representation (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)).



- [X] (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).
- [X] (30) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).
- [X] (31) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).
- [X] (32) 52.222-35, Equal Opportunity for Veterans (SEP 2010) (38 U.S.C. 4212).
- [X] (33) 52.222-36, Affirmative Action for Workers with Disabilities (Oct 2010) (29 U.S.C. 793).
- [X] (34) 52.222-37, Employment Reports on Veterans (SEP 2010) (38 U.S.C. 4212).
- [X] (35) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496).
- [X] (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.
- [X] (40) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011)
- ☐ (41) 52.225-1, Buy American Act—Supplies (FEB 2009) (41 U.S.C. 10a-10d).
- ☐ (42)(i) 52.225-3, Buy American Act—Free Trade Agreements—Israeli Trade Act (NOV 2012) (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 (MAR 2012) of 52.225-3.
- ☐ (iii) Alternate II (MAR 2012) of 52.225-3.
- ☐ (iv) Alternate III (NOV 2012) of 52.225-3.
- [X] (43) 52.225-5, Trade Agreements (NOV 2013) (19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).
- [X] (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. 255(f), 10 U.S.C. 2307(f)).
  - ☐ (49) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 255(f), 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 (Jul 2013) (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 Act of 1965 (Nov 2007) (41 U.S.C. 351, et seq.).
  - ☐ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
  - ☐ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act—Price Adjustment (Multiple Year and Option Contracts) (Sep 2009) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
  - ☐ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act—Price Adjustment (Sep 2009) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
  - ☐ (5) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements (Nov 2007) (41 U.S.C. 351, et seq.).
  - ☐ (6) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services—Requirements (FEB 2009) (41 U.S.C. 351, et seq.).
  - ☒ (7) 52.222-17, Nondisplacement of Qualified Workers (JAN 2013) (E.O.13495).
  - ☐ (8) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (MAR 2009)(Pub. L. 110-247)

[ ] (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) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

(ii) 52.219-8, Utilization of Small Business Concerns (Jul 2013) (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 (JAN 2013) (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 Act of 1965 (Nov 2007) (41 U.S.C. 351, et seq.).

(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 Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements "(Nov 2007)" (41 U.S.C. 351, et seq.).

(xi) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services-Requirements (FEB 2009)(41 U.S.C. 351, et seq.).

(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. (MAR 2009)(Pub. L. 110-247). 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**

(ATTACHED AS SEPARATE DOCUMENTS)

<b>TITLE</b>	<b>DATE</b>	<b>PAGE COUNT</b>
Quality Assurance Surveillance Plan	May 2014	4
Immigration and Nationality Act 1952	1952	1
Kansas City VA Medical Center By-Laws	Jan 2011	40
Credentialing Handbook 1100.19	Nov 2008	72
Sample Subcontracting Plan	Feb 2012	11

## SECTION E - SOLICITATION PROVISIONS

### E.1 52.212-1 INSTRUCTIONS TO OFFERORS—COMMERCIAL ITEMS (JUL 2013)

(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 (<http://assist.daps.dla.mil>).

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

(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 (<http://assist.daps.dla.mil/wizard>);

(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 52.212-1 INSTRUCTIONS TO OFFERORS—COMMERCIAL ITEMS

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

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

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

(End of Provision)

<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	DEC 2012

**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 (FAPIIS) 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, Indefinite Quantity 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 852.209-70 ORGANIZATIONAL CONFLICTS OF INTEREST (JAN 2008)**

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

(b) The offeror shall provide a statement with its offer which describes, in a concise manner, all relevant facts concerning any past, present, or currently planned interest (financial, contractual, organizational, or otherwise) or actual or potential organizational conflicts of interest relating to the services to be provided under this solicitation. The offeror shall also provide statements with its offer containing the same information for any consultants and subcontractors identified in its proposal and which will provide services under the solicitation. The offeror may also provide relevant facts that show how its organizational and/or management system or other actions would avoid or mitigate any actual or potential organizational conflicts of interest.

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

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

(End of Provision)

## **E.8 VAAR 852.215-70 SERVICE-DISABLED VETERAN-OWNED AND VETERAN-OWNED SMALL BUSINESS EVALUATION FACTORS (DEC 2009)**

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

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

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

(End of Provision)

## **E.9 VAAR 852.219-71 VA MENTOR-PROTÉGÉ PROGRAM (DEC 2009)**

(a) Large businesses are encouraged to participate in the VA Mentor-Protégé Program for the purpose of providing developmental assistance to eligible service-disabled veteran-owned small businesses and veteran-owned small businesses to enhance the small businesses' capabilities and increase their participation as VA prime contractors and as subcontractors.

(b) The program consists of:

- (1) Mentor firms, which are contractors capable of providing developmental assistance;
- (2) Protégé firms, which are service-disabled veteran-owned small business concerns or veteran-owned small business concerns; and
- (3) Mentor-Protégé Agreements approved by the VA Office of Small and Disadvantaged Business Utilization.

(c) Mentor participation in the program means providing business developmental assistance to aid protégés in developing the requisite expertise to effectively compete for and successfully perform VA prime contracts and subcontracts.

(d) Large business prime contractors serving as mentors in the VA Mentor-Protégé Program are eligible for an incentive for subcontracting plan credit. VA will recognize the costs incurred by a mentor firm in providing assistance to a protégé firm and apply those costs for purposes of determining whether the mentor firm attains its subcontracting plan participation goals under a VA contract. The amount of credit given to a mentor firm for these protégé developmental assistance costs shall be calculated on a dollar-for-dollar basis and reported by the large business prime contractor via the Electronic Subcontracting Reporting System (eSRS).

(e) Contractors interested in participating in the program are encouraged to contact the VA Office of Small and Disadvantaged Business Utilization for more information.

(End of Clause)

## **E.10 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.11 VAAR 852.233-71 ALTERNATE PROTEST PROCEDURE (JAN 1998)**

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

(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.12 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.13 VAAR 852.271-70 NONDISCRIMINATION IN SERVICES PROVIDED TO BENEFICIARIES (JAN 2008)**

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

(End of Provision)

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

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

(End of Provision)

(End of Addendum to 52.212-1)

## **E.15 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:

Factor 1: Technical Capability

Factor 2: Past Performance

Factor 3: Price

Factor 4: Socioeconomic Status

Technical and past performance, when combined, are significantly more 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)

## **ADDENDUM TO FAR 52.212-2**

### **DEFINITIONS**

As used in this part:

(a) “Offeror” means a vendor that submits a response (i.e. proposal) to the Government’s Request for Proposal (RFP).

(b) “Offer” means a proposal (to include documentation in support of the evaluation criteria) submitted in response to the Government’s Request for Proposal (RFP).

### **TECHNICAL QUESTIONS**

So that the Government may respond to all questions timely and in an appropriate format, questions must be submitted no later than **June 16, 2014** and will be answered by amendment to the solicitation. Telephonic inquiries will not be accepted. All technical questions shall be submitted via e-mail to [jenny.rathjen@va.gov](mailto:jenny.rathjen@va.gov). Questions received after this date will not be answered.

### **RESPONSE**

(a) This requirement is being solicited under the authority of Public Law 104-262, and FAR Parts 12 and 15, and VAAR 873.

(b) Offers are to be submitted in two parts: 1) a price response and 2) a non-price response to the evaluation factors. Both responses are to be submitted together; however, the non-price and price responses shall be separated into two severable parts. The pricing response shall consist of the signed Standard Form (SF) 1449 and completion of the price schedule. The non-price response shall address the non-price evaluation criteria.

- (i) The cover page shall include the name and address of the organization submitting the proposal and point(s) of contact to include e-mail address and phone number. The point of contact shall have the authority to bind and make representations for the organization relative to the proposal and any contract resulting from the proposal.
- (ii) The non-price response to the proposal shall not have any reference to price and/or cost. These items are to be included in only the price response which includes the SF 1449 and the price schedule.
- (iii) In order that each proposal be properly evaluated, it is required that each offeror respond to all items in the order as they appear in the evaluation criteria below. Proposals shall be organized in chronological order in addressing the requirements listed below.
- (iv) As part of the proposal package, offerors shall provide a current Certificate of Insurance, the signed Immigration and Nationality Act of 1952 form (attached) and completed subcontracting plan (sample attached).
- (v) The VA will not pay any cost incurred in preparation and submission of proposals.

(c) Every precaution will be taken to safeguard non-price responses against disclosure to unauthorized persons. Any reference to price or cost within the non-price response shall be removed. The non-price response will be informally evaluated for completeness to ensure that all solicitation requirements are addressed.

(d) Responses will be evaluated for both technical merit and price reasonableness. In order to provide full consideration of qualifications for contract award, offerors are encouraged to ensure that the information furnished in support of the technical response is factual, accurate and complete. The Government reserves the right to verify any information provided for evaluation purposes.

(e) The Government intends to award without exchanges. The Government is not obligated to request any additional information from an offeror who does not provide sufficiently detailed information of which an accurate evaluation can be made of an offeror's proposal. Failure to submit complete information in the manner described above for the Technical Proposal may be grounds to consider the offeror "Non-responsive" and exclude the proposal from further considerations. It is, therefore, in the offeror's best interest to submit all required documentation to the fullest degree possible. If an offeror cannot provide all information required by the evaluation factors, a statement documenting each omission shall be included in the offeror's proposal addressing the omission(s).

## **BASIS FOR CONTRACT AWARD**

(a) This is a best value source selection conducted in accordance with FAR Part 15 and VAAR 873. **The Government will select the best overall offer, based upon an integrated assessment of evaluation factors listed in the section entitled *Evaluation Criteria*.** Contract may be awarded to the offeror who is deemed responsible in accordance with the FAR, whose offer conforms to the solicitation's requirements (to include all stated terms, conditions, representations, certifications, and all other information required by the Performance Work Statement) and is judged by an overall assessment of the evaluation factors to represent the most advantageous to the Government. As part of making the assessment, a best value analysis will be performed determining whether or not exceeding the minimum requirements at an associated price provides the best value to the Government.

**THE GOVERNMENT RESERVES THE RIGHT TO AWARD TO OTHER THAN THE LOWEST PROPOSED PRICE.** However, the degree of importance of price as a factor in determining award could become greater depending upon the equality of the offers evaluated in the non-price factors. The greater the equality of offers within the non-price factors, the more important price becomes in selecting the best value to the Government. Unrealistically proposed prices may be grounds for eliminating an offer from competition either on the basis that the offeror does not understand the requirement or the offeror has made an unreasonable/unrealistic proposal.



(b) Award for All of the Work. The Government intends to award one contract as a result of this solicitation. Offers received for less than the stated number of items listed in the schedule may be considered ineligible for award. The Government, however, reserves the right to make an award for any item from any offeror for a quantity less than or equal to the quantity offered, at the unit prices offered, unless the offeror specifies otherwise in the offer.

## EVALUATION CRITERIA

(a) Offers will be evaluated in accordance with the following factors:

- Factor 1: Technical Capability
- Factor 2: Past Performance
- Factor 3: Price
- Factor 4: Socioeconomic Status

The relative importance of Technical Capability and Past Performance, when combined, are significantly more important than price.

**FACTOR 1 (Technical Capability):** The Offeror shall demonstrate understanding of the requirements of the Performance Work Statement, and produce an offer that will meet those objectives. The offer will be evaluated based on the proposed approach to perform the work.

- (a) Provide documentation showing the types of cases and case load for the past three years for the provision of electrophysiology services.
- (b) Provide documentation of complication rates for the provision of electrophysiology services for the past three years.
- (c) Provide documentation of licenses, certifications, transcripts for all proposed electrophysiology physicians providing services under this contract.
- (d) Provide evidence of having adequate physician availability to cover the requirement in cases of illness, absences or termination of a provider (staffing plan)

**FACTOR 2 (Past Performance):** The Past Performance evaluation will assess the relative risks associated with an offeror's likelihood of success in performing the solicitation's requirements as indicated by that offeror's record of past performance. The following assessments will be performed by the Government when evaluating past performance:

- a) Provide references from other entities with whom your organization has contracted with or had agreements with to provide electrophysiology services within the last three years. The services provided should be of similar size and scope. The references shall address your organizational ability to provide services and the quality of the service provided. Please provide contact information to include telephone number and e-mail address.
- b) Provide all malpractice and lawsuit information pertaining to the provision of electrophysiology services within the last three years for each physician proposed under this contract.

**FACTOR 3 (Price):** Price analysis will be used to determine that the prices are fair, and reasonable, in accordance with FAR Part 15.404-1(b).

**FACTOR 4 Socioeconomic Status:** Provide VOSB and SDVOSB status if applicable to the offer. The greater the equality of offers within the non-price factors and price, the more important this status becomes in selecting the best value to the Government. Preference will be given to Service Disabled Veteran Owned Business, or Veteran Owned Small Business whose offer is equal to or exceeds all other offers in non-price and price factors and provides the best value to the Government. Furthermore, preference will be given to the Service Disabled Veteran Owned Small Business whose offer is equal to or exceeds the proposals of any Veteran Owned Small Business and provides the best value to the Government.

## SUBMISSION DEADLINE

Responses are to be submitted either by mailing in (1) complete packet by **July 1, 2014** to:

Network Contracting Office 15  
Attn: Jenny Rathjen  
3450 South 4<sup>th</sup> Street Trafficway  
Leavenworth, KS 66048

Or by e-mail at [jenny.rathjen@va.gov](mailto:jenny.rathjen@va.gov).

Faxed or spiral bound copies will not be accepted.

**The Government will consider an offeror's compliance with the proposal instructions to be indicative of the type of conduct that it may expect from the offeror during contract performance. Therefore, failure to comply with these instructions may be grounds for exclusion of the proposal from further consideration.**

(end of FAR 52.212-2 addendum)

## **E.16 52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS—COMMERCIAL ITEMS (NOV 2013)**

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:

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(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 Act Certificate.* (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American Act—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 Act—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 Act—Free Trade Agreements—Israeli Trade Act Certificate*. (Applies only if the clause at FAR 52.225-3, *Buy American Act—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 Act—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 Act—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 Act—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 Act—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 Act—Free Trade Agreements—Israeli Trade Act":

Canadian End Products:

Line Item No.
_____



*[List as necessary]*

(3) *Buy American Act—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 Act—Free Trade Agreements—Israeli Trade Act":

Canadian or Israeli End Products:

Line Item No.	Country of Origin
_____	_____

*[List as necessary]*

(4) *Buy American Act—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 Act—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 Act. The Government will consider for award only offers of U.S.-made or designated country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

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

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

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

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

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

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

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

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

(ii) *Examples.*

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

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

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

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

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

(1) *Listed end products.*

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

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

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

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

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

(2) ☐ Outside the United States.

(k) *Certificates regarding exemptions from the application of the Service Contract Act.* (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 Act wage determination to the solicitation, the offeror shall notify the Contracting Officer as soon as possible; and

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

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

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

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

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

☐ TIN: \_\_\_\_\_.

☐ TIN has been applied for.

☐ TIN is not required because:

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

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

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

(4) *Type of organization.*

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

(5) *Common parent.*

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

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

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

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

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

(1) *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](mailto:CISADA106@state.gov).

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

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

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

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

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

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

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

(End of Provision)