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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:

1.1. CONTRACTOR: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

1.1.2. GOVERNMENT: Contracting Specialist

Department of Veterans Affairs  
Network Contracting Office 20

1.2. CONTRACTOR REMITTANCE ADDRESS: All payments by the Government to the contractor should be mailed to the following address:

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

1.3. INVOICES: Invoices shall be submitted in arrears:

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

1.4. GOVERNMENT INVOICE ADDRESS: All invoices from the contractor shall be mailed to the following address:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

AMENDMENT NUMBER	DATE ACKNOWLEDGED

#### 1.6 GENERAL INFORMATION FOR OFFERORS:

- 1.6.1 **Registration in SAM:** Federal Acquisition Regulations require that federal contractors register in the System for Award Management (SAM) located at <https://www.sam.gov/portal/public/SAM/>. Offerors shall enter all mandatory information into the system. Award cannot be made until the contractor has registered. Offeror's are encouraged to ensure that they are registered in SAM prior to submitting their Offeror.
- 1.6.2 Contractor shall maintain an Active SAM status for the duration of this Basic Ordering Agreement by renewing their SAM registration annually.
- 1.6.3 **Instructions for Proposal Submission:** Refer to Addendum, Instructions for Proposal Submission, FAR Provision 52.212-1, Instruction to Offerors -- Commercial Items located within the provision section of this solicitation for specific instructions and documentation to be submitted with the proposal.
- 1.6.4 Procurement Technical Assistance Centers (PTACs) provide government contracting assistance in the form of classes, counseling, access to bid opportunities, contract specification, procurement histories and other information to assist small business successfully compete for government contracts. <http://www.aptac-us.org/>
- 1.6.5 The Department of Veterans Affairs (VA) anticipates issuing an open-continuous solicitation for this requirement on or about August 20, 2014. Proposals will be accepted throughout the year thereafter, with a final acceptance and closing date of September 30, 2015. The initial acceptance of offers and the closing date for proposal submissions will be on or about September 01, 2014, with sequential closing/submission dates being the last business day of each quarter month thereafter on a quarterly basis, i.e. December 31, 2014, March 31, 2015, June 30, 2015, and September 30, 2015.
- 1.6.6 The solicitation will be available for download from <http://www.fbo.gov>. Interested Offerors will be responsible for downloading copies of the solicitation (and any subsequent amendments) from that website, for no hard copies will be made available. The solicitation will provide full information to Offerors about the proposal submission process. Prospective Offerors are encouraged to register their interest in the solicitation on the FBO website so that they are notified of the issuance of the solicitation and any amendments.
- 1.6.7 Contractors must also be registered with and maintain a Supplier Evaluation Risk Rating of Moderate or better with Experian ([www.experian.com](http://www.experian.com)), NAICS Code is 624120 (Services for the elderly and Persons with Disabilities) with a Small Business Size Standard of \$11.0M. The

solicitation will be issued for full and open competition. Multiple awards are anticipated. All responsible sources may submit proposals which may be considered by the Agency.

- 1.6.8 The VA will only consider proposals from Offerors who are licensed by their respective States and who are Medicare/Medicaid qualified.
- 1.6.9 The provision at Federal Acquisition Regulation (FAR) 52.212-2 Evaluation – Commercial Items (Jan 1999) applies to this requirement. The Government will award a Firm Fixed (FFP) Price Basic Order Agreement (BOA) resulting from this solicitation to the responsible Offeror whose offer conforms to the solicitation and being the be most advantageous to the Government.
- 1.6.10 NOTE: Individual Non-award notifications will not be published. The SAOW/NCO-20 Contracting will publish an electronically consolidated notification via a Federal Business Opportunities Award Notice once all sites Basic Ordering Agreement (BOA) have been awarded; the award posting notice on the Federal Business Opportunity (FBO) Website (<http://www.fbo.gov/>), will serve as non-awardees official electronic notification of non-award.
- 1.6.11 All questions regarding this solicitation must be submitted in writing to the Contract Specialist. No telephonic inquiries or questions will be accepted. Any prospective bidder desiring an explanation or interpretation of the solicitation, specifications, etc., must request it in writing.
- 1.6.12 NOTE: All questions must reference the RFQ # and Description of the project in the Header or Opening Statement.

Contracting Office Address:  
Department of Veterans Affairs  
Network Contracting Office-20  
8524 N. Wall Street  
Spokane, WA 99208

**Point of Contact:**  
Mary Accomando

## B.2 PRICE SCHEDULE

Instructions to Offerors for completing Price Schedule:

CLIN	Description of Services	State Medicaid Rate	Negotiated Rate	Price
0001	<b>ELDER AND ADULT DAY HEALTH CARE</b> <i>(ADHC SERVICES IN ACCORDANCE WITH PERFORMANCE WORK STATEMENT)</i>	Do Not Price	Do Not Price	Do Not Price
0001AA	Full day (maximum of 9 hours)	\$	%	\$
0001AB	½ day (maximum of 5 hours)	\$	%	\$
0002	<b>ADHC NON-MEDICAID RATES</b> <i>(Only compete if applicable)</i>	Do Not Price	Do Not Price	Do Not Price
0002AA	Full day (over 5 – maximum of 9 hours)	N/A	\$	\$
0002AB	½ day (maximum of 5 hours)	N/A	\$	\$
0003	<b>MEMORY AND WELLNESS CARE RATE</b>	Do Not Price	Do Not Price	Do Not Price
0003AA	Full day (over 5 – maximum of 9 hours)	N/A	\$	\$
0003AB	½ day (maximum of 5 hours)	N/A	\$	\$
0004	<b>TRANSPORTATION</b>	Do Not Price	Do Not Price	Do Not Price
0004AA	<b>Within 5 mile radius of facility (RATE PER MILE)</b>	N/A	N/A	\$
0004AB	<b>Over 5 up to 10 mile radius of facility</b>	N/A	N/A	\$
0004AC	<b>Over 10 up to 20 mile radius of facility</b>	N/A	N/A	\$
0004AD	<b>One-way transportation only</b>	Reimbursement is only ½ of the applicable rate above.		

### B.3 SPECIAL CONTRACT REQUIREMENTS

Under the authority of Public Law 104-262 and 38 USC 1720, the contractor agrees to provide Health Care Resources in accordance with the terms and conditions stated herein, to furnish to and at the Department of Veterans Affairs Medical Center, the services and prices specified in the Section entitled Schedule of Supplies/Services of this contract.

#### 3.1. SERVICES:

- 3.1.1. This is a Basic Ordering Agreement (BOA) for the period from **10/01/2014** to **09/30/2019**. A contract is formed, in accordance with the terms and conditions of this Agreement, when the Department of Veterans Affairs (VA) agrees to place a patient in the Contract Adult Day Health Care (CADHC) and the CADHC agrees to accept the patient. Upon acceptance by the contractor of beneficiaries of the VA, all terms and conditions of this agreement shall apply during such time as the VA patient remains in that CADHC at the expense of the VA.
- 3.1.2. The Contractor shall provide all necessary personnel, equipment, and supplies associated with the full range of CADHC services in performing the requirements of this contract within the terms, conditions, and provisions of this contract.
- 3.1.3. The following geographic areas will be targeted:
  - 3.1.3.1. Anchorage Borough
  - 3.1.3.2. Matanuska-Susitna Borough
  - 3.1.3.3. Kenai Peninsula Borough
  - 3.1.3.4. North Star Borough
  - 3.1.3.5. Denali Borough
  - 3.1.3.6. Juneau City and Borough
  - 3.1.3.7. Sitka Borough
  - 3.1.3.8. Kodiak Borough
- 3.1.4. This BOA is entered into under the authority in 38 CFR 1720.
- 3.1.5. Either party may discontinue the BOA upon 30 days' written notice. This agreement termination shall be effective on the 31st day following that notification.
- 3.1.6. The Contracting Officer shall review the BOA annually before the anniversary of its effective date and if necessary issue a modification to incorporate any statutory requirements.
- 3.1.7. The services specified in the Sections B.2 through B.12 may only be changed by written modification to this BOA.
- 3.1.8. Upon acceptance of a VA patient by the CADHC, if and when requested by the Contracting Officer or authorized representative, the contractor shall furnish all supplies and services herein described, at the rates specified below. VA is obligated only to the extent authorized placements of patients are made under this agreement.
- 3.1.9. Contractors must have and maintain, for the life of the contract, current State Licensure to meet the requirements of this contract.

#### 3.2. REQUIREMENTS

- 3.2.1. The purpose of providing CADHC is:
  - 3.2.1.1. to enable functionally impaired individuals to reside in supportive home environments rather than in nursing home care facilities;
  - 3.2.1.2. to facilitate the return of older veterans to their home and coordinate long term care there by reducing readmissions to hospitals and nursing homes;

- 3.2.1.3. to maintain the elder veteran at the highest level of functioning possible;
- 3.2.1.4. to improve the quality of life for the participants; and
- 3.2.1.5. to provide support for the family and other caregivers of elder veterans.
- 3.2.2. The Contractor shall provide medical services, nursing, social work services, assistance with activities of daily living, activity therapy, case management, nutrition service including meals and snacks, restorative care, and transportation.
- 3.2.3. Full attention shall be given to motivating and educating patients to achieve and maintain independence in activities of daily living to the maximum extent possible. Every effort shall be made to keep patients ambulatory and to achieve an optimal level of self-care.
- 3.2.4. The Contractor shall not maintain nor provide dual or segregated patient facilities which are segregated on the basis of race, creed, color or national origin. The Contractor shall neither require such segregated use by written or oral policies nor tolerate such use by local custom. The term "facilities" shall include but not be limited to rooms, wards, sections, eating areas, drinking fountains, and entrances, and other like areas.
- 3.2.5. The CADHC shall accept referral of and shall provide all services specified in this contract for any person determined eligible by the VA Chief Medical Director or his/her designee, regardless of the race, color, religion, sex or national origin of the person for whom such services are ordered. In addition, the CADHC Program warrants that subcontracting will not be resorted to as a means of circumventing this provision.
- 3.2.6. All medical records concerning the veteran's care in the CADHC will be readily accessible to the VA. Upon discharge or death of the patient, medical records will be retained by the CADHC contractor for a period of at least three years following termination of care. Patient records will be maintained in conformance with the Privacy Act of 1974 (5 U.S.C. 552a). A medical record shall be maintained for each patient that includes at a minimum the following:
  - 3.2.6.1. Admission record, including assessment and diagnosis
  - 3.2.6.2. Physician orders
  - 3.2.6.3. Treatment plan
  - 3.2.6.4. Progress notes
  - 3.2.6.5. Periodic evaluations
  - 3.2.6.6. Discharge Summaries
  - 3.2.6.7. Other usual and customary information pertinent to patient care
- 3.2.7. The beneficiary will be provided CADHC at the expense of VA for a period not in excess of that stated in the referral/Authorization form, unless an extension of the authorization is provided in writing by the placing VA facility.
- 3.2.8. If the VA Medical Center and the CADHC Provider agree that the VA shall provide services under 38 CFR 17.51(f), the agreement will be incorporated into the contract and either the per diem rate will be re-established, or direct payment made to the United States to reflect the cost of VA's contribution.
- 3.2.9. The Contractor shall submit a properly executed HCFA or UB-04 claim form monthly for each VA funded participant to VA Fee Services for the purpose of claims processing.
- 3.2.10. Absences of the patient from the CADHC Program will not be reimbursable.



- 3.2.11. Payment made by the Department of Veterans Affairs under this contract will constitute the total cost of CADHC. The Contractor shall not apply additional charges to be billed to the beneficiary or his/her family, whether by the contractor or any third party furnishing services or supplies required for such care, unless and until specific prior authorization in writing is obtained by the Department of Veterans Affairs facility that authorized payment.

### 3.3. COMMUNITY ADULT DAY HEALTH CARE (ADHC) SERVICES

- 3.3.1. **Activities:** Therapeutic programming includes recreational services and leisure activities to meet the physical and social needs of the participants and is an integral part of each client's treatment program. The intent of these services is to provide a method for participants to use their time meaningfully during each session. These services and activities may include, but are not limited to, arts and crafts, music, TV and radio stimulation, physical exercise, books and magazines, games, field trips, and other appropriate activities.
- 3.3.2. **Nutrition:** The Contractor shall provide two (2) snacks, one (1) in the morning and one (1) in the afternoon, and one (1) hot lunch daily.
- 3.3.3. **Special Diets/Feeding Needs:** The Contractor shall provide special diets, enteral feeding, and cutting of food and/or hand feeding when required under the supervision of a registered dietitian.
- 3.3.4. **Personal Care Assistance:** The Contractor shall provide reminders and/or directions for continence care and stand-by assistance/supervision with personal care such as toileting, dressing, and bathing when needed.
- 3.3.5. **Incontinence Care:** The Contractor shall provide full assistance in toileting, catheter care, disposable undergarments, and changing/laundrying of soiled clothing, as required.
- 3.3.6. **Supervision:** The Contractor shall provide a high degree of safety supervision for wandering/ambulating, and/or behavioral supervision for combativeness, agitation, aggression, withdrawal, etc.
- 3.3.7. **Physical Transferring:** The Contractor shall provide physical assistance/ human help or lifting for transferring in order to accomplish personal care, transportation, safety, incontinence care, etc.

### 3.4. CLINICAL SERVICES

- 3.4.1. **Nursing Services:** The Contractor shall provide skilled nursing services to include medication administration (oral and injectable), necessary nursing treatments, and supervision of prescribed therapies (Oxygen, range of motion, etc.) In addition, the CADHC program will manage the patient plan of care while providing the patient's social and health needs. The CADHC must meet State Requirements for nursing services. There shall be at least one licensed registered nurse or licensed vocational nurse on duty during the main hours of operation to provide ongoing nursing assessments and skilled nursing care, as needed. There shall be sufficient nurses and/or Nursing Assistants (NA) to provide supportive nursing care and assistance in daily program activities. At a minimum, the facility must employ a full time licensed vocational nurse under the supervision of a registered nurse consultant. The registered nurse consultant must provide on-site consultation four hours per week. The ratio of direct service staff to clients shall be at least one staff person for every six patients during provision of all covered services except during facility provided transportation. Staff counted in the veteran to staff ratio are only those who spend at least 70% of their time in direct care services.
- 3.4.2. **Medical Services:** A VA physician shall provide primary medical services. There shall be a Physician Medical Director to review the CADHC facility's clinical policies and procedures annually.

- 3.4.3. **Social Services**: Each Veteran referred for contracted services will have a VA Social Worker assigned for oversight requirements. General social services should be available as an integral part of the program to provide social assessments and appropriate counseling to participants and their caregivers.
- 3.4.4. **Rehabilitation Services**: Maintenance therapies shall be provided as part of the ongoing therapeutic program. All restorative therapies must be provided under the supervision of a qualified physical and/or occupational therapist on a consultative basis when indicated and or requested by the VA.
- 3.4.5. **Nutrition Services**: Nutrition services shall be provided, with the consultation of a Registered Dietician as necessary, to include counseling, regular meals, and special diets.
- 3.4.6. **Recreation Services**: As an integral part of the individual treatment program, recreational services shall be provided to meet the physical and social needs of the participants.

### 3.5. TRANSPORTATION

- 3.5.1. ADHC's primary role is in facilitating Veterans' maximum use of community transportation systems, identifying systems, aiding in the application process, etc. Such systems may include:
  - 3.5.1.1. Area "Agency on Aging" supported transportation;
  - 3.5.1.2. Caregivers;
  - 3.5.1.3. Regional transit;
  - 3.5.1.4. Local handicapped transportation resources;
  - 3.5.1.5. Veteran Service Organization vehicles; and
  - 3.5.1.6. Volunteer transportation systems, etc.
- 3.5.2. When there is a lack of adequate community transportation systems, coordination of local Disabled American Veteran (DAV) transportation services may be sought.
- 3.5.3. If authorized by the VA, and at the option of the beneficiary, the Contractor may directly provide transportation (in properly equipped, maintained, licensed and insured vehicle and operated by a licensed driver) or utilize appropriate public transportation. Services provided will be paid by the Contractor and will be invoiced to the VA not to exceed the VA Approved Rate for Transportation as specified in the Price Schedule. The following VA Approved Rates will apply:
  - 3.5.3.1. Transportation provided to the beneficiary to and from a location within a zero (0) to five (5) mile radius of the CADHC facility will be paid at the rate specified in the Price Schedule line item #0003AA.
  - 3.5.3.2. Transportation provided to the beneficiary to and from a location over five (5) up to ten (10) mile radius of the CADHC facility will be paid at the rate specified in the Price Schedule line item #0003AB.
  - 3.5.3.3. Transportation provided to the beneficiary to and from a location over ten (10) up to twenty (20) mile radius of the CADHC facility will be paid at the rate specified in the Price Schedule line item #0003AC.
  - 3.5.3.4. Transportation in excess of a twenty (20) mile radius of the CADHC facility is not included in this agreement and will not be required to be furnished by the Contractor.
  - 3.5.3.5. If the contractor only provides transportation to or from a location described above, the amount due for the applicable service above will be one half of the round-trip rate.
- 3.5.4. At the option of the beneficiary, and at no additional cost, the Contractor is responsible for assisting the beneficiary in arranging transportation from and return to the beneficiary's place of residence.

Transportation may be provided via privately operated vehicle (POV) by a friend or relative of the beneficiary, or by an activity providing veteran transportation as a public service. If any of these forms of transportation are provided the Contractor will not be responsible or liable for the transportation and will not be compensated for the services provided.

- 3.5.5. The Contractor will not bill the beneficiary, his/her family, or any third party, for any transportation provided under this agreement.

### 3.6. AUTHORIZATIONS

- 3.6.1. This Basic Ordering Agreement (BOA) is established for providing VA beneficiaries community CADHC services in a Contractor furnished facility. The primary user of this agreement will be the Alaska VA Healthcare System. Other VHA activities may utilize this agreement and are authorized to place eligible beneficiaries. It is the Contractor's responsibility to verify the authority of any individual attempting to make a placement and to promptly notify the VA facility's Contracting Officer's Representative (COR) of any placement made by a different VHA activity.
- 3.6.2. VA FORM 10-7078. Authorizations for CADHC services will be accomplished on a VA Form 10-7078, Authorization and Invoice for Medical and Hospital Services. Each authorization validity period will be from the initial effective date to disposition. Any extension to the original authorization validity period, regardless of the number of days, requires a new or updated VA Form 10-7078.
- 3.6.3. VA INDIVIDUALS AUTHORIZED TO PLACE BENEFICIARIES. All authorizations must be initiated by and confirmed by the authorized Contracting Officer's Representative (COR) of which a copy of the authorization will be provided to the Contractor.
- 3.6.4. Placements will be made in contract facilities based on availability of facilities and the desires of the veterans and their respective families. Because it is impossible to determine actual usage of any particular contract facility, the VA uses Basic Ordering Agreements with no guaranteed minimums.
- 3.6.5. CHANGE TO THE BASIC ORDERING AGREEMENT. No individual or activity has authority to ADD, DELETE, CHANGE, MODIFY or TERMINATE this agreement other than the warranted Contracting Officer.

### 3.7. SPECIAL TERMS AND CONDITIONS

- 3.7.1. **Referral and Acceptance of Clients:** It is understood that veterans to be cared for under this contract, as referred by the Associate Chief of Staff, Geriatrics and Extended Care Product Line, or his/her designee, shall receive the CADHC services as a substitute for nursing home care. The purpose of providing CADHC services is to:
- 3.7.1.1. Facilitate the ability of impaired veterans to remain in their home and coordinate long-term care, thereby reducing readmission to hospitals and nursing homes.
  - 3.7.1.2. Maintain the impaired veteran at the highest level of functioning.
  - 3.7.1.3. Improve the quality of life for the participants among their peers.
  - 3.7.1.4. Provide support for the family and other caregivers of older veterans.
- 3.7.2. **Authorization For Extension of Services:** A VA beneficiary may not be provided CADHC services at the expense of the Alaska VA Health Care System for a period in excess of that stated in the treatment plan received from the Alaska VA Health Care System, unless an extension of the authorization is provided, in writing, by the Community Care Program Manager, or his/her designee.

- 3.7.3. **Changes:** Changes to this contract may be made only by written modification to this contract. The modification shall be prepared by the VA Contracting Officer and, prior to becoming effective, approved and signed by the Contractor.

### 3.8. CONTRACTOR REQUIREMENTS

- 3.8.1. The Contractor shall appoint a Program Manager at each Community Adult Day Health Care center covered by this contract) who shall be the Contractor's authorized representative for technical and administrative performance of all services required at that CADHC. Contractors are expected to accept or reject veterans within 24-hour of referral. Once the patient is accepted for placement, the patient will be admitted to the adult day care on the next business day or at the patient's convenience not to exceed one week from referral. If this time frame is exceeded the CADHC will notify the Program Coordinator who reports to the Community Care Program Manager. .
- 3.8.2. All clinical concerns regarding this contract will be forwarded to the Program Coordinator who reports to the Community Care Program Manager.
- 3.8.3. Full attention shall be given to motivating and educating patients to achieve and maintain independence in activities of daily living. Every effort shall be made to keep patients ambulatory and to achieve an optimal level of self-care.
- 3.8.4. Patients who require more than the level of care safe for CADHC will not be admitted or retained. The CADHC staff will notify the VA for direction.
- 3.8.5. The Veteran will be discharged when the Veteran is no longer able to participate and/or benefit from CADHC services, has achieved the expected outcomes or treatment goals, develops needs beyond the capability of the program or demonstrates chronic non-adherence that results in serious health or safety concerns or is otherwise unable to tolerate or be managed in a group setting.
- 3.8.6. The CADHC shall provide all services specified herein for any VA patient, regardless of the race, color, religion, sex, national origin or medical condition of the person for whom such services are ordered. In addition, the CADHC warrants that subcontracting will not be resorted to as a means of circumventing this provision.
- 3.8.7. The CADHC shall allow reasonable visitation rights to family and to other persons who have a care-giving or significant relationship to the patient while the patient is attending CADHC.
- 3.8.8. It is agreed that duly authorized representatives of VA will provide follow-up visits to veterans placed on contract to ascertain continuity of care and to assist in the veteran's transition back to the community. It is understood that these visits do not substitute for, nor relieve the adult day care in any way of the responsibility for the daily care and medical treatment of the veteran.
- 3.8.9. The beneficiary will be provided adult day care at the VA's expense for a period not to exceed that stated in the treatment plan received from VA on admission.
- 3.8.10. Contractors providing care will:
- 3.8.10.1. Admit patients to CADHC processing all required paperwork.
  - 3.8.10.2. Utilize the nursing process in assessing, planning and implementing and evaluating patient care.
  - 3.8.10.3. Manage the adult day healthcare plan for the veteran assuring that such care meets or exceeds State Licensing requirements.
  - 3.8.10.4. The Contractor will coordinate the adult day health care, supervise its own staff and evaluate the care and services provided to each veteran on contract.

- 3.8.10.5. The Contractor will assure that adequate staffing is available for the provision of care to meet the needs of the veterans.
- 3.8.10.6. The Contractor assures that the discharge plan is developed using appropriate resources to meet the veterans' needs.
- 3.8.10.7. Required documentation. The following reports are required for the duration of the contract.
- 3.8.10.8. Telephone contact, with written notification to follow, will be made regarding any veteran on contract who experiences a sentinel event, death, major change in condition or reports abuse. Telephone contact will be made to the Program Coordinator for Community Adult Day Health Care or the Administrative Officer of the Day during non-business hours.

### 3.9. QUALIFICATIONS:

- 3.9.1. **Accreditation:** The Contractor shall be licensed as an Adult Day Health Care facility by the state of Alaska.
- 3.9.2. **Compliance:** The Contractor's CADHC facility shall meet all Federal, State, and local laws, regulations, and codes pertaining to health and safety such as those regulating:
  - 3.9.2.1. Construction, maintenance, and equipment.
  - 3.9.2.2. Sanitation and waste management.
  - 3.9.2.3. Buying, dispensing, safeguarding, administering, and disposing of medications and controlled substances.
  - 3.9.2.4. Also, it is understood that the facility shall meet the requirements of Public Law 100-336, 42 USC 12101-12213, Americans with Disabilities Act pertaining to handicapped accessibility.
- 3.9.3. **VA Standards:** The Contractor's CADHC facility shall meet the VA standards for Adult Day Health Care (CADHC) Services as promulgated in 38 CFR Part 17.51c through 17.51e.
- 3.9.4. **License:** The Contractor's CADHC facility shall be licensed to operate as such in compliance with the State of Alaska requirements;
- 3.9.5. **Liability:** See VAAR Clause 852.237-7, Indemnification and Medical Liability Insurance.
- 3.9.6. **Personnel:** Personnel employed by the Contractor to perform the CADHC services covered by this contract shall be licensed and/or certified in a State, Territory, or Commonwealth of the United States or the District of Columbia in accordance with the State of Alaska and all applicable Federal laws and regulations. Personnel must meet the minimum training and experience qualifications for position employed in according to Alaska State rules.
- 3.9.7. **Fire Laws:** The Contractor's facility shall conform to the standards of the current National Fire Protection Association (NFPA) Life Safety Code #101 and shall provide sufficient staff to assist patients in the event of fire or other emergency. The Contractor shall certify that their CADHC facility is in compliance with all applicable fire laws and that there are no recommendations of fire officials that have not been resolved.

### 3.10. **PERSONNEL POLICY:**

- 3.10.1. **Responsibility:** The Contractor shall be responsible for protecting the personnel furnishing CADHC services under this contract and, thus, shall provide the following to carry out this responsibility:
  - 3.10.1.1. Worker's Compensation

3.10.1.2. Professional Liability Insurance

3.10.1.3. Health Examinations

3.10.1.4. Withholding Income Tax

3.10.1.5. Social Security Payments

3.10.2. **Non-VA Employees:** The parties agree that such personnel shall not be considered VA employees for any purpose and shall be considered employees of the Contractor.

3.10.3. **Staffing Requirements:** The facility must observe the following staffing requirements:

3.10.3.1. One licensed registered nurse or licensed vocational nurse must be working on site during the main hours of operation to provide ongoing nursing assessments and skilled nursing care as needed. At a minimum, the facility must employ a full time licensed vocational nurse under the supervision of a registered nurse consultant. The registered nurse consultant must provide on-site consultation four hours per week.

3.10.3.2. There shall be sufficient nurses and/or nursing assistants to provide supportive nursing care and assistance in daily program activities. The ratio of direct service staff to clients shall be at least one staff person for every six patients during provision of all covered services except during facility provided transportation.

3.10.3.3. The facility must employ a Director who works full time, a minimum of 32 hour per week with emergency availability, performing duties related to the provision of adult day care service.

3.10.3.4. The facility must employ an Activities Director full time, a minimum of 32 hours per week, responsible for planning and directing the daily program activities including physical fitness exercises and other recreational activities.

3.10.3.5. The contracting nutrition provider must receive consultation from a dietician. The dietician consultant plans and/or reviews menus and approves snack and luncheon menus.

3.10.4. **Points of Contact (POC):** The CADHC agency shall provide a Point of Contact (POC) who shall be responsible for the performance of the work under this agreement. The POC shall have full authority to act for the CADHC agency on all matters relating to the daily operation of this agreement. The POC must be a health care provider performing in accordance with the terms and conditions of this agreement. An alternate may be designated, but the CADHC agency shall identify, in writing, those times when the alternate shall act as the POC. The CADHC agency shall identify the POC and alternate in writing to the Alaska VA Health Care System COR at the time submission of offer, and confirmed upon award of contract and upon the extension of each option period. The CADHC agency shall give written notification to the COR of those times when the alternate will act as the POC. In case of **EMERGENCY**, the POC must be available by telephone at all times (24 hours/7 days a week), Sunday through Saturday, including Federal holidays.

3.11. **PATIENT RECORDS/RECORD KEEPING SYSTEM:**

3.11.1. **Compliance:** The Contractor shall maintain a record on each client to include a treatment plan, initial and periodic reevaluations, progress notes, and other usual/customary information included in client records according to state standards.

3.11.2. **Reports:** The CADHC program shall submit a monthly report on the attendance, medical, functional, and psychosocial status of the beneficiaries receiving care under this contract. The report shall be sent to the Program Coordinator who reports to the Community Care Program Manager.

### **3.12. CONTRACTING WITH PARTIES LISTED ON THE OIG LIST OF EXCLUDED INDIVIDUALS/ENTITIES:**

- 3.12.1. In accordance with The Health Insurance Portability and Accountability Act (HIPAA) 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.
- 3.12.2. Therefore, all offerors shall review the OIG List of Excluded Individuals/Entities on the OIG web site at [www.hhs.gov/oig](http://www.hhs.gov/oig) to ensure that the proposed 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.
- 3.12.3. By signing the offer/bid, the Contractor certifies that he/she has reviewed the OIG List of Excluded Individuals/Entities and that the proposed candidate(s) and/or firm are not listed as of the date the offer/bid was signed.

### **3.13. ADMINISTRATIVE REQUIREMENTS AND PROCEDURES**

- 3.13.1. **Payment Terms And Conditions:** As it is impossible to determine the exact or estimated amount which will be expended under this contract, it is understood that no obligation will be incurred by the Department of Veterans Affairs, under this contract until authorizations are issued for CADHC services for specific beneficiaries. The VAPSHCS agrees to make payment on a timely basis for CADHC services rendered in accordance with such authorizations upon receipt of billings submitted by the Contractor's CADHC facility at the completion of each month's CADHC services.
- 3.13.2. **Invoices:** The Contractor shall submit monthly, by the fifteenth (15th) calendar day of each month, an invoice for services performed under the contract during the previous month. One (1) payment shall be made per month. All invoices shall include the following information:
  - 3.13.2.1. Name, address, telephone number, and tax identification number of Contractor.
  - 3.13.2.2. Invoice date.
  - 3.13.2.3. Contract number or other authorizations for payment.
  - 3.13.2.4. Number/dates of days billed; a daily attendance roster for each client must be submitted with billing.
  - 3.13.2.5. Name and social security number of VA beneficiaries to who services were provided.
  - 3.13.2.6. \*Unit of Service rate, Total number of units attended by veteran, and total dollar amount.
  - 3.13.2.7. Invoices shall be submitted in arrears on a monthly basis.
  - 3.13.2.8. Original red copy of CMS 1500

\*Unit of Service rate multiplied by the number of units attended by the Veteran determines the amount billed/paid. A unit of authorized service is defined as half a day. One unit of service constitutes four hours of covered services provided by the CADHC facility. Five hours or more of service constitutes two units of service. Time spent in approved transportation provided by the CADHC facility shall be counted in the unit of service.

- 3.13.3. **Billings in Full:** Invoices submitted by the Contractor to the Department of Veterans Affairs for CADHC services furnished to a VA beneficiary under the terms of this contract shall be billings in full. The Contractor shall neither bill the beneficiary, his/her insurer, nor any other third party.

### 3.14. **DEPARTMENT OF VETERANS AFFAIRS RESPONSIBILITIES**

#### 3.14.1. **Inspections:**

- 3.14.1.1. **Inspection Team:** The Department of Veterans Affairs shall have the right to inspect the Contractor's CADHC facility/program by an authorized representative(s) designated by the Department of Veterans Affairs to determine whether acceptable standards are maintained and that adequate care is being rendered. Prior to award and during the term of this contract, all inspections will be carried out by an interdisciplinary team consisting of a Social Worker, Registered Nurse, Dietitian, and Fire Safety Specialist.
- 3.14.1.2. **Deficiencies:** If deficiencies are noted during any inspection, the Contractor will be advised of the inspection team's findings and given a reasonable time to take corrective action. Any deficiencies shall be documented and **MUST** be corrected within the timeframe specified by the inspection team. The Contractor will notify the Program Coordinator when correction(s) have been made. However, if inspection deficiencies are found prior to award of the contract, the contract shall not be awarded until noted deficiencies have been eliminated/resolved.
- 3.14.1.3. **Follow-Up Supervision Visits:** Duly authorized representatives of the Department of Veterans Affairs shall provide follow-up supervision visits to veterans placed in the Contractor's CADHC facility to assure the continuity of care and to assist in the patient's transition back into the community. It is understood that these visits do not substitute nor relieve the CADHC program in any way of the responsibility for the daily care and medical treatment of the veteran.
- 3.14.1.4. **Evaluation:** The Department of Veterans Affairs may evaluate the quality of professional and administrative services provided, but retains no control over the medical/professional aspects of services rendered (e.g., professional judgments, diagnosis for specific medical treatment) in accordance with FAR 37.401(b).
- 3.14.2. **Payment:** Payments made by the VA under this BOA constitute the total cost of CADHC services. No additional charges shall be billed to the beneficiary or his/her family. The Contractor shall not solicit contributions, donations, or gifts from patients or family members. The VA agrees to make payment on a timely basis for services rendered in accordance with the Payment provision and upon receipt of properly submitted invoices.
- 3.14.3. **Termination of Services:** The VA reserves the right to remove any or all VA patients from the ADHC program at any time, when it is determined to be in the best interest of the VA or the patient.



**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)

## SECTION C - CONTRACT CLAUSES

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

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

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

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

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

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

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

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

(g) *Invoice.*

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

- (i) Name and address of the Contractor;
- (ii) Invoice date and number;
- (iii) Contract number, contract line item number and, if applicable, the order number;
- (iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;
- (v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;
- (vi) Terms of any discount for prompt payment offered;

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

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

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

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

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

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

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

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

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

(i) *Payment.*—

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

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

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

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

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

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

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

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

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

(D) Contractor point of contact.

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

(6) *Interest.*

(i) All amounts that become payable by the Contractor to the Government under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest

rate established by the Secretary of the Treasury as provided in 41 U.S.C. 7109, which is applicable to the period in which the amount becomes due, as provided in (i)(6)(v) of this clause, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid.

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

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

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

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

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

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

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

(A) The date fixed under this contract.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- (1) The schedule of supplies/services.
- (2) The Assignments, Disputes, Payments, Invoice, Other Compliances, Compliance with Laws Unique to Government Contracts, and Unauthorized Obligations paragraphs of this clause;
- (3) The clause at 52.212-5.
- (4) Addenda to this solicitation or contract, including any license agreements for computer software.
- (5) Solicitation provisions if this is a solicitation.
- (6) Other paragraphs of this clause.
- (7) The Standard Form 1449.
- (8) Other documents, exhibits, and attachments
- (9) The specification.

(t) *System for Award Management (SAM).*

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

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

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

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

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

*(u) Unauthorized Obligations.*

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

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

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

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

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

(End of Clause)

**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)

<u>FAR Number</u>	<u>Title</u>	<u>Date</u>
52.203-17	CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS	APR 2014
52.224-1	PRIVACY ACT NOTIFICATION	APR 1984
52.224-2	PRIVACY ACT	APR 1984
52.232-18	AVAILABILITY OF FUNDS	APR 1984
52.232-40	PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS	DEC 2013
52.237-3	CONTINUITY OF SERVICES	JAN 1991

### C.3 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

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

(End of Clause)

### C.4 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.5 VAAR 852.232-72 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS (NOV 2012)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(End of Clause)

## C.6 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: \* \_\_\_\_\_. 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.

\* Amounts are listed below:

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

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



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

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

\* Amounts from paragraph (a) above:

**\$1,000,000.00 per occurrence \$3,000,000.00 aggregate**

(End of Clause)

### **C.7 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 Alaska. Further, it is agreed that any negligence of the Government, its officers, agents, servants and employees, shall not be the responsibility of the contractor hereunder with the regard to any claims, loss, damage, injury, and liability resulting there from.

(End of Clause)

### **C.8 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)

### **C.9 VAAR 852.271-70 NONDISCRIMINATION IN SERVICES PROVIDED TO BENEFICIARIES (JAN 2008)**

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

(End of Provision)

(End of Addendum to 52.212-4)

## C.10 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS—COMMERCIAL ITEMS (JUN 2014)

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

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

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

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

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

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

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

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

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

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

☐ (5) [Reserved]

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

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

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

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

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

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

☒ (12) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JAN 2011) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

☐ (13) [Reserved]

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

☐ (ii) Alternate I (NOV 2011).

☐ (iii) Alternate II (NOV 2011).

- ☐ (15)(i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).
- ☐ (ii) Alternate I (Oct 1995) of 52.219-7.
- ☐ (iii) Alternate II (Mar 2004) of 52.219-7.
- ☒ (16) 52.219-8, Utilization of Small Business Concerns (MAY 2014) (15 U.S.C. 637(d)(2) and (3)).
- ☐ (17)(i) 52.219-9, Small Business Subcontracting Plan (Jul 2013) (15 U.S.C. 637(d)(4)).
- ☐ (ii) Alternate I (Oct 2001) of 52.219-9.
- ☐ (iii) Alternate II (Oct 2001) of 52.219-9.
- ☐ (iv) Alternate III (JUL 2010) of 52.219-9.
- ☐ (18) 52.219-13, Notice of Set-Aside of Orders (NOV 2011) (15 U.S.C. 644(r)).
- ☐ (19) 52.219-14, Limitations on Subcontracting (NOV 2011) (15 U.S.C. 637(a)(14)).
- ☐ (20) 52.219-16, Liquidated Damages—Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).
- ☐ (21)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (OCT 2008) (10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer.)
- ☐ (ii) Alternate I (June 2003) of 52.219-23.
- ☐ (22) 52.219-25, Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting (Jul 2013) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- ☐ (23) 52.219-26, Small Disadvantaged Business Participation Program—Incentive Subcontracting (Oct 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- ☐ (24) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (NOV 2011) (15 U.S.C. 657f).
- ☒ (25) 52.219-28, Post Award Small Business Program Rerepresentation (Jul 2013) (15 U.S.C. 632(a)(2)).
- ☐ (26) 52.219-29, Notice of Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (Jul 2013) (15 U.S.C. 637(m)).
- ☐ (27) 52.219-30, Notice of Set-Aside for Women-Owned Small Business (WOSB) Concerns Eligible Under the WOSB Program (Jul 2013) (15 U.S.C. 637(m)).
- ☒ (28) 52.222-3, Convict Labor (June 2003) (E.O. 11755).
- ☐ (29) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (JAN 2014) (E.O. 13126).
- ☒ (30) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).
- ☒ (31) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).
- ☒ (32) 52.222-35, Equal Opportunity for Veterans (SEP 2010) (38 U.S.C. 4212).
- ☒ (33) 52.222-36, Affirmative Action for Workers with Disabilities (Oct 2010) (29 U.S.C. 793).
- ☒ (34) 52.222-37, Employment Reports on Veterans (SEP 2010) (38 U.S.C. 4212).
- ☐ (35) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496).
- ☐ (36) 52.222-54, Employment Eligibility Verification (AUG 2013). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)
- ☐ (37)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

- ☐ (ii) Alternate I (MAY 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- ☐ (38)(i) 52.223-13, Acquisition of EPEAT®-Registered Imaging Equipment (JUN 2014) (E.O.s 13423 and 13514).
- ☐ (ii) Alternate I (JUN 2014) of 52.223-13.
- ☐ (39)(i) 52.223-14, Acquisition of EPEAT®-Registered Televisions (JUN 2014) (E.O.s 13423 and 13514).
- ☐ (ii) Alternate I (JUN 2014) of 52.223-14.
- ☐ (40) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007)(42 U.S.C. 8259b).
- ☐ (41)(i) 52.223-16, Acquisition of EPEAT®-Registered Personal Computer Products (JUN 2014) (E.O.s 13423 and 13514).
- ☐ (ii) Alternate I (JUN 2014) of 52.223-16.
- ☒ (42) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011)
- ☐ (43) 52.225-1, Buy American—Supplies (MAY 2014) (41 U.S.C. chapter 83).
- ☐ (44)(i) 52.225-3, Buy American—Free Trade Agreements—Israeli Trade Act (MAY 2014) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).
- ☐ (ii) Alternate I (MAY 2014) of 52.225-3.
- ☐ (iii) Alternate II (MAY 2014) of 52.225-3.
- ☐ (iv) Alternate III (MAY 2014) of 52.225-3.
- ☐ (45) 52.225-5, Trade Agreements (NOV 2013) (19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).
- ☒ (46) 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).
- ☐ (47) 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).
- ☐ (48) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).
- ☐ (49) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).
- ☐ (50) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).
- ☐ (51) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).
- ☐ (52) 52.232-33, Payment by Electronic Funds Transfer—System for Award Management (Jul 2013) (31 U.S.C. 3332).
- ☒ (53) 52.232-34, Payment by Electronic Funds Transfer—Other than System for Award Management (Jul 2013) (31 U.S.C. 3332).
- ☐ (54) 52.232-36, Payment by Third Party (MAY 2014) (31 U.S.C. 3332).
- ☐ (55) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).
- ☐ (56)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631).
- ☐ (ii) Alternate I (Apr 2003) of 52.247-64.

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

☒ (1) 52.222-41, Service Contract Labor Standards (MAY 2014) (41 U.S.C. chapter 67).

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

Employee Class	Monetary Wage-Fringe Benefits
Kitchen Helper	\$13.48
Maid/Porter	\$13.48
Nursing Aide/Orderly	\$15.50

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(vii) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.

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

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

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

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

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

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

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

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

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

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

(End of Clause)

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

### D.1 WAGE DETERMINATIONS

WD 05-2017 (Rev.-18) was first posted on www.wdol.gov on 08/05/2014

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REGISTER OF WAGE DETERMINATIONS UNDER	U.S. DEPARTMENT OF LABOR
THE SERVICE CONTRACT ACT	EMPLOYMENT STANDARDS ADMINISTRATION
By direction of the Secretary of Labor	WAGE AND HOUR DIVISION
	WASHINGTON D.C. 20210

Diane C. Koplewski	Division of	Wage Determination No.: 2005-2017
Director	Wage Determinations	Revision No.: 18
		Date Of Revision: 07/25/2014

State: Alaska

Area: Alaska Statewide

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

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		15.33
01012 - Accounting Clerk II		18.76
01013 - Accounting Clerk III		20.98
01020 - Administrative Assistant		23.34
01040 - Court Reporter		18.84
01051 - Data Entry Operator I		14.86
01052 - Data Entry Operator II		17.86
01060 - Dispatcher, Motor Vehicle		20.25
01070 - Document Preparation Clerk		15.39
01090 - Duplicating Machine Operator		14.72
01111 - General Clerk I		15.59
01112 - General Clerk II		17.01
01113 - General Clerk III		19.09
01120 - Housing Referral Assistant		21.01
01141 - Messenger Courier		15.60
01191 - Order Clerk I		15.45
01192 - Order Clerk II		16.86
01261 - Personnel Assistant (Employment) I		19.07
01262 - Personnel Assistant (Employment) II		21.33
01263 - Personnel Assistant (Employment) III		23.79
01270 - Production Control Clerk		22.59
01280 - Receptionist		14.09
01290 - Rental Clerk		16.84
01300 - Scheduler, Maintenance		16.84
01311 - Secretary I		16.84
01312 - Secretary II		18.84
01313 - Secretary III		21.01
01320 - Service Order Dispatcher		16.48
01410 - Supply Technician		23.34
01420 - Survey Worker		18.78
01531 - Travel Clerk I		15.21
01532 - Travel Clerk II		16.80
01533 - Travel Clerk III		18.57
01611 - Word Processor I		16.18
01612 - Word Processor II		18.16
01613 - Word Processor III		20.31
05000 - Automotive Service Occupations		
05005 - Automobile Body Repairer, Fiberglass		27.64
05010 - Automotive Electrician		23.64
05040 - Automotive Glass Installer		21.87
05070 - Automotive Worker		21.87
05110 - Mobile Equipment Servicer		19.62

05130 - Motor Equipment Metal Mechanic	23.96
05160 - Motor Equipment Metal Worker	21.87
05190 - Motor Vehicle Mechanic	23.96
05220 - Motor Vehicle Mechanic Helper	18.53
05250 - Motor Vehicle Upholstery Worker	21.87
05280 - Motor Vehicle Wrecker	21.87
05310 - Painter, Automotive	22.86
05340 - Radiator Repair Specialist	21.87
05370 - Tire Repairer	17.78
05400 - Transmission Repair Specialist	23.96
07000 - Food Preparation And Service Occupations	
07010 - Baker	16.67
07041 - Cook I	15.17
07042 - Cook II	17.46
07070 - Dishwasher	10.99
07130 - Food Service Worker	13.46
07210 - Meat Cutter	18.87
07260 - Waiter/Waitress	11.91
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	25.94
09040 - Furniture Handler	17.36
09080 - Furniture Refinisher	25.94
09090 - Furniture Refinisher Helper	19.58
09110 - Furniture Repairer, Minor	22.74
09130 - Upholsterer	25.94
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	11.68
11060 - Elevator Operator	11.68
11090 - Gardener	17.52
11122 - Housekeeping Aide	14.15
11150 - Janitor	14.15
11210 - Laborer, Grounds Maintenance	14.59
11240 - Maid or Houseman	10.96
11260 - Pruner	13.18
11270 - Tractor Operator	16.53
11330 - Trail Maintenance Worker	14.59
11360 - Window Cleaner	15.67
12000 - Health Occupations	
12010 - Ambulance Driver	22.66
12011 - Breath Alcohol Technician	20.48
12012 - Certified Occupational Therapist Assistant	22.50
12015 - Certified Physical Therapist Assistant	21.90
12020 - Dental Assistant	20.32
12025 - Dental Hygienist	44.92
12030 - EKG Technician	29.90
12035 - Electroneurodiagnostic Technologist	29.90
12040 - Emergency Medical Technician	22.66
12071 - Licensed Practical Nurse I	18.31
12072 - Licensed Practical Nurse II	20.48
12073 - Licensed Practical Nurse III	22.84
12100 - Medical Assistant	17.49
12130 - Medical Laboratory Technician	21.01
12160 - Medical Record Clerk	16.04
12190 - Medical Record Technician	17.94
12195 - Medical Transcriptionist	20.41
12210 - Nuclear Medicine Technologist	43.70
12221 - Nursing Assistant I	13.27
12222 - Nursing Assistant II	14.92
12223 - Nursing Assistant III	16.28
12224 - Nursing Assistant IV	18.27
12235 - Optical Dispenser	20.20
12236 - Optical Technician	18.31
12250 - Pharmacy Technician	17.55
12280 - Phlebotomist	18.27
12305 - Radiologic Technologist	29.67
12311 - Registered Nurse I	28.98
12312 - Registered Nurse II	35.45



12313 - Registered Nurse II, Specialist	35.45
12314 - Registered Nurse III	42.88
12315 - Registered Nurse III, Anesthetist	42.88
12316 - Registered Nurse IV	51.40
12317 - Scheduler (Drug and Alcohol Testing)	25.38
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	21.09
13012 - Exhibits Specialist II	25.29
13013 - Exhibits Specialist III	30.90
13041 - Illustrator I	21.09
13042 - Illustrator II	25.29
13043 - Illustrator III	30.90
13047 - Librarian	25.66
13050 - Library Aide/Clerk	15.59
13054 - Library Information Technology Systems Administrator	23.84
13058 - Library Technician	19.63
13061 - Media Specialist I	16.71
13062 - Media Specialist II	18.70
13063 - Media Specialist III	20.85
13071 - Photographer I	19.50
13072 - Photographer II	23.82
13073 - Photographer III	27.01
13074 - Photographer IV	33.05
13075 - Photographer V	35.10
13110 - Video Teleconference Technician	18.43
14000 - Information Technology Occupations	
14041 - Computer Operator I	17.09
14042 - Computer Operator II	19.12
14043 - Computer Operator III	24.42
14044 - Computer Operator IV	25.98
14045 - Computer Operator V	27.62
14071 - Computer Programmer I	(see 1)
14072 - Computer Programmer II	(see 1)
14073 - Computer Programmer III	(see 1)
14074 - Computer Programmer IV	(see 1)
14101 - Computer Systems Analyst I	(see 1)
14102 - Computer Systems Analyst II	(see 1)
14103 - Computer Systems Analyst III	(see 1)
14150 - Peripheral Equipment Operator	18.34
14160 - Personal Computer Support Technician	27.62
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	34.09
15020 - Aircrew Training Devices Instructor (Rated)	41.24
15030 - Air Crew Training Devices Instructor (Pilot)	49.42
15050 - Computer Based Training Specialist / Instructor	34.09
15060 - Educational Technologist	25.26
15070 - Flight Instructor (Pilot)	44.47
15080 - Graphic Artist	25.25
15090 - Technical Instructor	23.55
15095 - Technical Instructor/Course Developer	28.83
15110 - Test Proctor	19.12
15120 - Tutor	19.12
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations	
16010 - Assembler	11.14
16030 - Counter Attendant	11.14
16040 - Dry Cleaner	14.19
16070 - Finisher, Flatwork, Machine	11.14
16090 - Presser, Hand	11.14
16110 - Presser, Machine, Drycleaning	11.14
16130 - Presser, Machine, Shirts	11.14
16160 - Presser, Machine, Wearing Apparel, Laundry	11.14
16190 - Sewing Machine Operator	15.20
16220 - Tailor	16.24
16250 - Washer, Machine	12.16
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	26.22

19040 - Tool And Die Maker	32.66
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	19.56
21030 - Material Coordinator	22.59
21040 - Material Expediter	22.59
21050 - Material Handling Laborer	17.01
21071 - Order Filler	15.49
21080 - Production Line Worker (Food Processing)	19.56
21110 - Shipping Packer	17.80
21130 - Shipping/Receiving Clerk	17.80
21140 - Store Worker I	14.56
21150 - Stock Clerk	19.82
21210 - Tools And Parts Attendant	19.56
21410 - Warehouse Specialist	19.56
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	29.25
23021 - Aircraft Mechanic I	27.66
23022 - Aircraft Mechanic II	29.25
23023 - Aircraft Mechanic III	30.86
23040 - Aircraft Mechanic Helper	21.69
23050 - Aircraft, Painter	27.45
23060 - Aircraft Servicer	24.23
23080 - Aircraft Worker	25.48
23110 - Appliance Mechanic	24.68
23120 - Bicycle Repairer	19.56
23125 - Cable Splicer	32.26
23130 - Carpenter, Maintenance	27.35
23140 - Carpet Layer	24.62
23160 - Electrician, Maintenance	33.25
23181 - Electronics Technician Maintenance I	28.23
23182 - Electronics Technician Maintenance II	33.62
23183 - Electronics Technician Maintenance III	35.69
23260 - Fabric Worker	23.00
23290 - Fire Alarm System Mechanic	25.71
23310 - Fire Extinguisher Repairer	21.40
23311 - Fuel Distribution System Mechanic	28.42
23312 - Fuel Distribution System Operator	24.75
23370 - General Maintenance Worker	21.71
23380 - Ground Support Equipment Mechanic	27.66
23381 - Ground Support Equipment Servicer	24.23
23382 - Ground Support Equipment Worker	25.48
23391 - Gunsmith I	21.40
23392 - Gunsmith II	24.62
23393 - Gunsmith III	27.84
23410 - Heating, Ventilation And Air-Conditioning Mechanic	26.32
23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	28.62
23430 - Heavy Equipment Mechanic	30.13
23440 - Heavy Equipment Operator	29.79
23460 - Instrument Mechanic	27.68
23465 - Laboratory/Shelter Mechanic	26.22
23470 - Laborer	17.01
23510 - Locksmith	25.45
23530 - Machinery Maintenance Mechanic	27.44
23550 - Machinist, Maintenance	27.84
23580 - Maintenance Trades Helper	19.42
23591 - Metrology Technician I	27.68
23592 - Metrology Technician II	29.27
23593 - Metrology Technician III	30.88
23640 - Millwright	27.84
23710 - Office Appliance Repairer	23.24
23760 - Painter, Maintenance	24.94
23790 - Pipefitter, Maintenance	32.26
23810 - Plumber, Maintenance	30.80
23820 - Pneudraulic Systems Mechanic	27.84
23850 - Rigger	27.84

23870 - Scale Mechanic	24.62
23890 - Sheet-Metal Worker, Maintenance	27.48
23910 - Small Engine Mechanic	24.62
23931 - Telecommunications Mechanic I	26.79
23932 - Telecommunications Mechanic II	30.61
23950 - Telephone Lineman	28.61
23960 - Welder, Combination, Maintenance	25.93
23965 - Well Driller	27.05
23970 - Woodcraft Worker	27.84
23980 - Woodworker	21.40
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	12.47
24580 - Child Care Center Clerk	15.54
24610 - Chore Aide	14.06
24620 - Family Readiness And Support Services Coordinator	16.21
24630 - Homemaker	18.94
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	29.26
25040 - Sewage Plant Operator	28.70
25070 - Stationary Engineer	29.26
25190 - Ventilation Equipment Tender	21.66
25210 - Water Treatment Plant Operator	28.70
27000 - Protective Service Occupations	
27004 - Alarm Monitor	19.71
27007 - Baggage Inspector	15.91
27008 - Corrections Officer	27.17
27010 - Court Security Officer	26.28
27030 - Detection Dog Handler	18.14
27040 - Detention Officer	27.17
27070 - Firefighter	22.46
27101 - Guard I	15.91
27102 - Guard II	18.14
27131 - Police Officer I	31.05
27132 - Police Officer II	34.50
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	14.59
28042 - Carnival Equipment Repairer	15.47
28043 - Carnival Equipment Worker	11.99
28210 - Gate Attendant/Gate Tender	14.96
28310 - Lifeguard	12.47
28350 - Park Attendant (Aide)	17.23
28510 - Recreation Aide/Health Facility Attendant	12.21
28515 - Recreation Specialist	26.20
28630 - Sports Official	13.72
28690 - Swimming Pool Operator	21.90
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	24.62
29020 - Hatch Tender	24.62
29030 - Line Handler	24.62
29041 - Stevedore I	27.49
29042 - Stevedore II	30.43
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	35.77
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	24.66
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	27.16
30021 - Archeological Technician I	21.46
30022 - Archeological Technician II	24.90
30023 - Archeological Technician III	29.46
30030 - Cartographic Technician	31.78
30040 - Civil Engineering Technician	29.63
30061 - Drafter/CAD Operator I	23.41
30062 - Drafter/CAD Operator II	27.28
30063 - Drafter/CAD Operator III	29.19
30064 - Drafter/CAD Operator IV	34.79
30081 - Engineering Technician I	22.72
30082 - Engineering Technician II	26.56

30083 - Engineering Technician III	29.74
30084 - Engineering Technician IV	33.02
30085 - Engineering Technician V	38.08
30086 - Engineering Technician VI	45.77
30090 - Environmental Technician	22.13
30210 - Laboratory Technician	26.61
30240 - Mathematical Technician	32.95
30361 - Paralegal/Legal Assistant I	21.93
30362 - Paralegal/Legal Assistant II	27.15
30363 - Paralegal/Legal Assistant III	33.22
30364 - Paralegal/Legal Assistant IV	40.20
30390 - Photo-Optics Technician	32.95
30461 - Technical Writer I	20.22
30462 - Technical Writer II	24.72
30463 - Technical Writer III	33.98
30491 - Unexploded Ordnance (UXO) Technician I	22.74
30492 - Unexploded Ordnance (UXO) Technician II	27.51
30493 - Unexploded Ordnance (UXO) Technician III	32.97
30494 - Unexploded (UXO) Safety Escort	22.74
30495 - Unexploded (UXO) Sweep Personnel	22.74
30620 - Weather Observer, Combined Upper Air Or (see 2)	29.19
Surface Programs	
30621 - Weather Observer, Senior (see 2)	32.42
31000 - Transportation/Mobile Equipment Operation Occupations	
31020 - Bus Aide	12.71
31030 - Bus Driver	19.13
31043 - Driver Courier	17.79
31260 - Parking and Lot Attendant	13.19
31290 - Shuttle Bus Driver	17.89
31310 - Taxi Driver	15.74
31361 - Truckdriver, Light	17.89
31362 - Truckdriver, Medium	19.85
31363 - Truckdriver, Heavy	22.18
31364 - Truckdriver, Tractor-Trailer	22.18
99000 - Miscellaneous Occupations	
99030 - Cashier	12.27
99050 - Desk Clerk	14.09
99095 - Embalmer	22.74
99251 - Laboratory Animal Caretaker I	12.34
99252 - Laboratory Animal Caretaker II	20.92
99310 - Mortician	22.74
99410 - Pest Controller	22.53
99510 - Photofinishing Worker	11.95
99710 - Recycling Laborer	25.38
99711 - Recycling Specialist	30.29
99730 - Refuse Collector	22.92
99810 - Sales Clerk	13.82
99820 - School Crossing Guard	16.32
99830 - Survey Party Chief	26.44
99831 - Surveying Aide	17.60
99832 - Surveying Technician	24.04
99840 - Vending Machine Attendant	17.01
99841 - Vending Machine Repairer	19.91
99842 - Vending Machine Repairer Helper	17.01

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ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$4.02 per hour or \$160.80 per week or \$696.79 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 5 years, 4 weeks after 10 years, and 5 weeks after 20 years. Length of service includes the

whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year, New Year's Day, Martin Luther King Jr's Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4174)

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

1) Does not apply to employees employed in a bona fide executive, administrative, or professional capacity as defined and delineated in 29 CFR 541. (See CFR 4.156)

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

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

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

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

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

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

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition, April 2006, unless otherwise indicated. Copies of the Directory are available on the Internet. A links to the Directory may be found on the WHD home page

at <http://www.dol.gov/esa/whd/> or through the Wage Determinations On-Line (WDOL) Web site at <http://wdol.gov/>.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE {Standard Form 1444 (SF 1444)}

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C)(vi)} When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).

2) After contract award, the contractor prepares a written report listing in order proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.

3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).

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

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

6) The contractor informs the affected employees.

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

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

## WAGE DETERMINATION 1973-0864

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

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

Diane C. Koplewski Division of  
Director Wage Determinations

Wage Determination No.: 1974-0864  
Revision No.: 30  
Date Of Last Revision: 06/19/2013

State: Alaska

Area: Alaska Statewide

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

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
(not set) - Kitchen Helper		7.25
(not set) - Laundry Worker		7.25
(not set) - Maid/Porter		7.25
(not set) - Nursing Aide/Orderly		7.25

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$3.81 per hour or \$152.40 per week or \$660.40 per month

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

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

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

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

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

**\*\* NOTES APPLYING TO THIS WAGE DETERMINATION \*\***

Under the policy and guidance contained in All Agency Memorandum No. 159, the Wage and Hour Division does not recognize, for section 4(c) purposes, prospective wage rates and fringe benefit provisions that are effective only upon such contingencies as "approval of Wage and Hour, issuance of a wage determination, incorporation of the wage determination in the contract, adjusting the contract price, etc." (The relevant CBA section) in the collective bargaining agreement between (the parties) contains contingency language that Wage and Hour does not recognize as reflecting "arm's length negotiation" under section 4(c) of the Act and 29 C.F.R. 5.11(a) of the regulations. This wage determination therefore reflects the actual CBA wage rates and fringe benefits paid under the predecessor contract.

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition, April 2006, unless otherwise indicated. Copies of the Directory are available on the Internet. A links to the Directory may be found on the WHD home page at <http://www.dol.gov/esa/whd/> or through the Wage Determinations On-Line (WDOL) Web site at <http://wdol.gov/>.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE {Standard Form 1444 (SF 1444)}

#### Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C)(vi)} When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour decision to the contractor.
- 6) The contractor informs the affected employees.

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

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

#### \*\* OCCUPATIONS NOT INCLUDED IN THE SCA DIRECTORY OF OCCUPATIONS \*\*

##### Kitchen Helper

Performs one or more of the following unskilled kitchen duties: Cleans worktables, meat blocks, refrigerator, and grease trays; sweeps, mops kitchen floors; obtains and distributes supplies and utensils; and watches and stirs cooking foods to prevent burning. Carries dirty utensils to be washed and returns cleaned utensils and polished silver to proper place in kitchen. Cleans pots and kitchen utensils. Washes dishes by hand or machine. Carries out garbage. Delivers food trays to patients on resident floor and collects dirty dishes from trays. Assists in setting up trays. Dishes up food. Cuts, peels, and washes fruits and vegetables. Makes toast and beverages.



Laundry Worker

Performs one or a combination of the nonsupervisory duties required to operate the establishment's laundry facilities. Examples of such duties are: Operating washing or dry-cleaning machines; pressing garment or flat-work by hand or machine; operating an extractor to remove moisture from material; and marking and sorting garments of flat-work.

Maid/Porter

Cleans and services establishment premises. Performs one or more of the following duties: Cleans, mops, and waxes floors. Dusts furniture and equipment. Cleans window sills, empties trash baskets, and arranges furniture and equipment in an orderly fashion. Scours and polishes, bathtubs, sinks, mirrors, and similar equipment, replenishing supplies of soap and towels. Polishes brass and cleans and polishes glass panels in doors and partitions. Keeps utility storage rooms in good order by cleaning lockers and equipment, arranging supplies, and sweeping and mopping floors. Performs a variety of related duties.

Nursing Aide/Orderly

Performs routine duties in the care of patients (or residents) usually under the supervision of a registered or practical nurse. Duties involve most of the following: Bathing bed patients or assisting them in bathing; caring for patient's hair and nails; feeding or assisting patients in eating and bringing patients between-meal nourishment; assisting patients with bedpans and urinals; keeping records of patients' food intake and output as directed; assisting patients in dressing and undressing; assisting patients in walking and transporting patients by wheelchair and stretcher; and cleaning and sterilizing instruments and equipment. May clean rooms, make occupied or unoccupied beds, and take and record temperature, pulse, and respiration rate.

## D.2 QUALITY ASSURANCE SURVEILLANCE PLAN (QASP)

### Quality Assurance Surveillance Plan

#### Adult Day Health Care (ADHC) Services

##### 1. PURPOSE

This Quality Assurance Surveillance Plan (QASP) provides a systematic method to evaluate performance for the stated contract. This QASP explains the following:

- What will be monitored?
- How monitoring will take place.
- Who will conduct the monitoring?
- How monitoring efforts and results will be documented.

This QASP does not detail how the contractor accomplishes the work. Rather, the QASP is created with the premise that the contractor is responsible for management and quality control actions to meet the terms of the contract. It is the Government's responsibility to be objective, fair, and consistent in evaluating performance.

This QASP is a "living document" and the Government may review and revise it on a regular basis. However, the Government shall coordinate changes with the contractor through contract modification. Copies of the original QASP and revisions shall be provided to the contractor and Government officials implementing surveillance activities.

##### 2. GOVERNMENT ROLES AND RESPONSIBILITIES

The following personnel shall oversee and coordinate surveillance activities.

- a. Contracting Officer (CO) - The CO shall ensure performance of all necessary actions for effective contracting, ensure compliance with the contract terms, and shall safeguard the interests of the United States in the contractual relationship. The CO shall also assure that the contractor receives impartial, fair, and equitable treatment under this contract. The CO is ultimately responsible for the final determination of the adequacy of the contractor's performance.

Assigned Administrative CO: \_\_\_\_\_

Organization or Agency: Network Contracting Office 20

- b. Contracting Officer's Representative (COR) - The COR is responsible for technical administration of the contract and shall assure proper Government surveillance of the contractor's performance. The COR shall keep a quality assurance file. The COR is not empowered to make any contractual commitments or to authorize any contractual changes on the Government's behalf.

Assigned COR: Robert Turner

Organization or Agency: VISN 20, Alaska VA Healthcare System

### 3. CONTRACTOR REPRESENTATIVES

The following employee(s) of the contractor serve as the contractor's program manager(s) for this contract.

a. Primary/Program Manager: \_\_\_\_\_

b. Alternate: \_\_\_\_\_

### 4. PERFORMANCE STANDARDS

- a. The contractor is responsible for performance of ALL terms and conditions of the contract. CORs will provide contract progress reports quarterly to the CO reflecting performance on this plan and all other aspects of the resultant contract. The performance standards outlined in this QASP shall be used to determine the level of contractor performance in the elements defined. Performance standards define desired services. The Government performs surveillance to determine the level of Contractor performance to these standards.
- b. The Performance Requirements are listed below in Section 6. The Government shall use these standards to determine contractor performance and shall compare contractor performance to the standard and assign a rating. At the end of the performance period, these ratings will be used, in part, to establish the past performance of the contractor on the contract.
- c. The Performance Requirements are listed below in Section 6. The Government shall use these standards to determine contractor performance and shall compare contractor performance to the standard and assign a rating. At the end of the performance period, these ratings will be used, in part, to establish the past performance of the contractor on the contract.

### 5. INCENTIVES

The Government shall use past performance as incentives. Incentives shall be based on ratings received on the performance standards

### 6. METHODS OF QA SURVEILLANCE

Various methods exist to monitor performance. The COR shall use the surveillance methods listed below in the administration of this QASP.

- a. PERIODIC INSPECTION: Inspections scheduled and reported annually per COR delegation or as needed. Ten percent (10%) randomly selected patient files will be reviewed per inspection period. All inspections and reports will be conducted in compliance with VA Privacy and Information security standards.)
- b. VERIFICATION AND/OR DOCUMENTATION PROVIDED BY CONTRACTOR: COR will review and if necessary validate information required by the contractor to be submitted in accordance with the PWS and Performance Requirements.

Quality Assurance Surveillance Plan						
No.	Paragraph in PWS	Indicator/Performance Standard	Standard for Quality Level	Acceptable Quality Level	Method of Surveillance	Incentive
1.	3.9.1 & 3.9.4	ADHC Shall provide VA with copies of all State/Federal licensures, certifications, and investigation reports when requested	100%	100%	Verification and/or documentation provided by Contractor and Periodic Inspections	Positive Past Performance Rating
2	3.2.6	All medical records concerning the veteran's care in the nursing home will be readily accessible to the VA.	100%	100%	Periodic Inspections	Positive Past Performance Rating
3	3.13.2	Invoices shall be submitted promptly to the authorizing facility by the 15 <sup>th</sup> calendar day	100%	100%	Periodic Inspections	Positive Past Performance Rating

## 7. RATINGS

Metrics and methods are designed to determine rating for a given standard and acceptable quality level. The following ratings shall be used:

EXCEPTIONAL:	<p>Performance meets contractual requirements and exceeds many to the Government's benefit. The contractual performance of the element or sub-element being assessed was accomplished with few minor problems for which corrective actions taken by the contractor were highly effective.</p> <p><i>Note: To justify an Exceptional rating, you should identify <u>multiple</u> significant events in each category and state how it was a benefit to the GOVERNMENT. However a singular event could be of such magnitude that it alone constitutes an Exceptional rating. Also there should have been NO significant weaknesses identified.</i></p>
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VERY GOOD:	<p>Performance meets contractual requirements and exceeds some to the Government's benefit. The contractual performance of the element or sub-element being assessed was accomplished with some minor problems for which corrective actions taken by the contractor were effective.</p> <p><i>Note: To justify a Very Good rating, you should identify a significant event in each Category and state how it was a benefit to the GOVERNMENT. Also there should have been NO significant weaknesses identified.</i></p>
SATISFACTORY:	<p>Performance meets contractual requirements. The contractual performance of the element or sub-element contains some minor problems for which corrective actions taken by the contractor appear or were satisfactory.</p> <p><i>Note: To justify a Satisfactory rating, there should have been only minor problems, or</i></p> <p><i>Major problems the contractor recovered from without impact to the contract. Also there should have been NO significant weaknesses identified.</i></p>
MARGINAL:	<p>Performance does not meet some contractual requirements. The contractual performance of the element or sub-element being assessed reflects a serious problem for which the contractor has not yet identified corrective actions. The contractor's proposed actions appear only marginally effective or were not fully implemented.</p> <p><i>Note: To justify Marginal performance, you should identify a significant event in each category that the contractor had trouble overcoming and state how it impacted the GOVERNMENT. A Marginal rating should be supported by referencing the management tool that notified the contractor of the contractual deficiency (e.g. Management, Quality, Safety or Environmental Deficiency Report or letter).</i></p>
UNSATISFACTORY:	<p>Performance does not meet most contractual requirements and recovery is not likely in a timely manner. The contractual performance of the element or sub-element being assessed contains serious problem(s) for which the contractor's corrective actions appear or were ineffective.</p> <p><i>Note: To justify an Unsatisfactory rating, you should identify multiple significant events in each category that the contractor had trouble overcoming and state how it impacted the GOVERNMENT. However, a singular problem could be of such serious magnitude that it alone constitutes an unsatisfactory rating. An Unsatisfactory rating should be supported by referencing the management tools used to notify the contractor of the contractual deficiencies (e.g. . Management, Quality, Safety or Environmental Deficiency Reports, or letters).</i></p>

## 8. DOCUMENTING PERFORMANCE

- a. The Government shall document positive and/or negative performance. Any report may become a part of the supporting documentation for any contractual action and preparing annual past performance using CONTRACTOR PERFORMANCE ASSESSMENT REPORT (CPAR).
- b. If contractor performance does not meet the Acceptable Quality level, the CO shall inform the contractor. This will normally be in writing unless circumstances necessitate verbal communication. In any case the CO shall document the discussion and place it in the contract file. When the COR and the CO determines formal written communication is required, the COR shall prepare a Contract Discrepancy Report (CDR), and present it to CO. The CO will in turn review and will present to the contractor's program manager for corrective action.
- c. 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 CO. The Government shall review the contractor's corrective action plan to determine acceptability. The CO shall also assure that the contractor receives impartial, fair, and equitable treatment. The CO is ultimately responsible for the final determination of the adequacy of the contractor's performance and the acceptability of the Contractor's corrective action plan.
- d. Any CDRs may become a part of the supporting documentation for any contractual action deemed necessary by the CO. See Sample CDR below.

CONTRACT DISCREPANCY REPORT		
1. CONTRACT NUMBER		2. REPORT NUMBER FOR THIS DISCREPANCY
3. TO: <i>(Contracting Officer)</i>		4. FROM: <i>(Name of COR)</i>
5. DATES		
a. CDR PREPARED	b. RETURNED BY CONTRACTOR:	c. ACTION COMPLETE
6. DISCREPANCY OR PROBLEM <i>(Describe in detail. Include reference to PWS Directive; attach continuation sheet if necessary.)</i>		
7. SIGNATURE OF COR		Date:
8. SIGNATURE OF CONTRACTING OFFICER		Date:
9a. TO <i>(Contracting Officer)</i>	9a. FROM <i>(Contractor)</i>	
10. CONTRACTOR RESPONSE AS TO CAUSE, CORRECTIVE ACTION AND ACTIONS TO PREVENT RECURRENCE. <i>(Cite applicable quality control program procedures or new procedures. Attach continuation sheet(s) if necessary.)</i>		
11. SIGNATURE OF CONTRACTOR REPRESENTATIVE		Date:
12. GOVERNMENT EVALUATION. <i>(Acceptance, partial acceptance, reflection. Attach continuation sheet(s) if necessary.)</i>		

**13. GOVERNMENT ACTIONS** *(Acceptance, partial acceptance, reflection. Attach continuation sheet(s) if necessary.)*
**14. CLOSE OUT**

	NAME	TITLE	SIGNATURE	DATE
CONTRACTOR NOTIFIED				
COR				
CONTRACTING OFFICER				

**9. Frequency of Measurement**

- a. Frequency of Measurement. The frequency of measurement is defined in the contract or otherwise in this document. The government (COR or CO) will periodically analyze whether the frequency of surveillance is appropriate for the work being performed.
- b. Frequency of Performance Reporting. The COR shall communicate with the Contractor and will provide written reports to the Contracting Officer quarterly (or as outlined in the contract or COR delegation) to review Contractor performance.

**10. COR AND CONTRACTOR ACKNOWLEDGEMENT OF QASP**

SIGNED:

\_\_\_\_\_  
DATE  
Contracting Officer's Representative

SIGNED:

\_\_\_\_\_  
DATE



## SECTION E - SOLICITATION PROVISIONS

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

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

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

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

(c) *Period for acceptance of offers.* The offeror agrees to hold the prices in its offer firm for 30 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.

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

(e) *Multiple offers.* Offerors are encouraged to submit multiple offers presenting alternative terms and conditions or commercial items for satisfying the requirements of this solicitation. Each offer submitted will be evaluated separately.

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

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

(2)(i) Any offer, modification, revision, or withdrawal of an offer received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received

before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and—

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

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

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

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

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

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

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

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

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

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

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

GSA Federal Supply Service Specifications Section

Suite 8100 470 East L'Enfant Plaza, SW

Washington, DC 20407

Telephone (202) 619-8925

Facsimile (202) 619-8978.

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

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

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

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

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

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

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

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

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

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

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

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

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

(1) The agency's evaluation of the significant weak or deficient factors in the debriefed offeror's offer.

(2) The overall evaluated cost or price and technical rating of the successful and the debriefed offeror and past performance information on the debriefed offeror.

(3) The overall ranking of all offerors, when any ranking was developed by the agency during source selection.

(4) A summary of the rationale for award;

(5) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.

(6) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

**FORMAT FOR PROPOSAL SUBMISSION**

1. Format. The Offeror's proposal shall be submitted by the date and time indicated in the solicitation via traditional mail modes or hand-carried. The Offeror's proposal shall consist of two (2) volumes. Volume I will consist of the following factors: 1 — Technical; 1 — Past Performance; Volume II, will consist of Price only.
2. Volumes. Each volume shall be clearly identified at the top of a page. All pages of each volume shall be appropriately numbered and identified by the complete company name, date and solicitation number in the header and/or footer. Proposal page limitations are applicable to this procurement. Offerors should submit one (1) copy of Volume I, Technical, Past Performance and Veterans Involvement and Volume II, Pricing. The Table below indicates the maximum page count and copies required for hard copies if mailed or hand-carried, for each volume of the Offeror's proposal.

Volume Number	Factor	Hard Copies if Mailed or Hand-carried	Page Limitations
Volume I	Technical	1	20
Volume I	Past Performance	1	12
Volume II	Price	1	20

## 3. Solicitation Pages for Return.

- a. Complete blocks 17a, and 30a, b, and c of the SF1449. In doing so, the offeror agrees to the contract terms and conditions as written in the SOLICITATION, with attachments. The SOLICITATION constitutes the model contract.
- b. Section B, Continuation of SF 1449 Blocks, Contract Administration Data, Fill in: 1., Contractor: Information; 2., Acknowledgment of Amendments, if applicable; 3., DUNS Number; and 4., Tax ID Number.
- c. Insert proposed unit price and total amount in Section B, Price/Cost Schedule for each contract line item.
- d. The Proposal of the solicitation Volumes I and II shall be submitted by the date and time indicated in the solicitation via traditional mail modes or hand-carried as indicated below:

Mary B. Accomando

Contracting Officer

Network Contracting Office – 20

Physical Address: 8524 N. Wall Street

Phone: (509)321-1919

Email: Mary.accomando@va.gov

5. Technical Questions. Offerors should submit all technical questions concerning this solicitation in writing as soon as possible after issuance of this solicitation to the Contracting Officer. The Contracting Officer and/or the primary Contracting Officer Representative will answer any questions which may affect offers in an amendment to the solicitation.

6. Responsibility of Offerors—Responsibility determinations will be made in accordance with FAR 9.1, Responsible Prospective Contractors

(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 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.3 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)

## **E.4 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.5 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

<u>FAR Number</u>	<u>Title</u>	<u>Date</u>
52.225-25	PROHIBITION ON CONTRACTING WITH ENTITIES ENGAGING IN CERTAIN ACTIVITIES OR TRANSACTIONS RELATING TO IRAN—REPRESENTATION AND CERTIFICATIONS	DEC 2012

(End of Addendum to 52.212-1)

## E.6 52.212-2 EVALUATION—COMMERCIAL ITEMS (JAN 1999)

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

Technical

Past Performance

Price

Technical and past performance, when combined, are more significant 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.

#### **Technical Evaluation Factors:**

Factor 1: The safety and patient care and facility practices shall meet the standards for the Life Safety Code NFPA 101, Life Safety Code for 2006. A physical inspection of the facility will be conducted prior to award with an opportunity for non-compliance corrections to be made. If the facility is a current contracted facility and inspections are up to date, the VA will utilize that inspection.

Factor 2: Evaluation of the clinical care and practice of the facility that shall meet the standards with the state licensing bodies. In the response, provide a copy of the Facility Licenses and Certifications and all documentation to include staffing Licenses and Certifications.

#### **Past Performance Evaluation Factor:**

Factor 1 – Provide data for contracts of a similar nature. This information shall include at a minimum: contract or agreement numbers; company name; Point of Contact information; dates of performance; and approximate dollar value. A neutral rating shall be given if no Past Performance information is available for contracts for a similar nature.

#### **Price**

(End of Provision)

### **E.7 52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS—COMMERCIAL ITEMS (MAY 2014)**

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

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

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

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

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

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

"Inverted domestic corporation", as used in this section, means a foreign incorporated entity which is treated as an inverted domestic corporation under 6 U.S.C. 395(b), i.e., a corporation that used to be incorporated in the United States, or used to be a partnership in the United States, but now is incorporated in a foreign country, or is a subsidiary whose parent corporation is incorporated in a foreign country, that meets the criteria specified in 6 U.S.C. 395(b),



applied in accordance with the rules and definitions of 6 U.S.C. 395(c). An inverted domestic corporation as herein defined does not meet the definition of an inverted domestic corporation as defined by the Internal Revenue Code at 26 U.S.C. 7874.

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

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

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

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

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

"Sensitive technology"—

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

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

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

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

(1) Means a small business concern—

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

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

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

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

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

(1) Directly by a parent corporation; or

(2) Through another subsidiary of a parent corporation.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(2) Foreign End Products:

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

[List as necessary]

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

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

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

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

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

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

[List as necessary]

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

not qualify as domestic end products, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of "domestic end product."

Other Foreign End Products:

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

[List as necessary]

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

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

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

Canadian End Products:

Line Item No.

_____
_____
_____

[List as necessary]

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

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

Canadian or Israeli End Products:

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

[List as necessary]

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

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

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

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

[List as necessary]

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

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

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

Other End Products:

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

[List as necessary]

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

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

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

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

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

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

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

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

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

(ii) *Examples.*

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

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

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

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

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

(1) *Listed end products.*

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

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

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

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



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

(2) ☐ Outside the United States.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment

reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

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

☐ TIN: \_\_\_\_\_.

☐ TIN has been applied for.

☐ TIN is not required because:

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

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

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

(4) *Type of organization.*

☐ Sole proprietorship;

☐ Partnership;

☐ Corporate entity (not tax-exempt);

☐ Corporate entity (tax-exempt);

☐ Government entity (Federal, State, or local);

☐ Foreign government;

☐ International organization per 26 CFR 1.6049-4;

☐ Other \_\_\_\_\_.

(5) *Common parent.*

☐ Offeror is not owned or controlled by a common parent;

☐ Name and TIN of common parent:

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

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

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

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

(1) *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)