

<b>SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, &amp; 30</b>				1. REQUISITION NO. 550-14-4-0801-0508		PAGE 1 OF 72	
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NO.		5. SOLICITATION NUMBER VA251-14-Q-0766	
6. SOLICITATION ISSUE DATE 09-30-2014		7. FOR SOLICITATION INFORMATION CALL: a. NAME Kevin Adkins		b. TELEPHONE NO. (No Collect Calls) 217-554-4544		8. OFFER DUE DATE/LOCAL TIME 10-15-2014 12PM	
9. ISSUED BY Department of Veterans Affairs VISN 11 Network Contracting Office Illiana Health Care System 1900 E. Main St. Danville IL 61832-5100				10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE: _____ % FOR: <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM NAICS: 623110 <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> EDWOSB <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> 8(A) SIZE STANDARD: \$25.5 Million			
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input checked="" type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS		13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) <input type="checkbox"/>		13b. RATING N/A	
14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input checked="" type="checkbox"/> RFP				15. DELIVER TO Department of Veterans Affairs VISN 11 Network Contracting Office Illiana Health Care System 1900 E. Main St. Danville IL 61832-5198			
16. ADMINISTERED BY Department of Veterans Affairs VISN 11 Network Contracting Office Illiana Health Care System 1900 E. Main St. Danville IL 61832-5100				17a. CONTRACTOR/OFFEROR Department of Veterans Affairs VISN 11 Network Contracting Office Illiana Health Care System 1900 E. Main St. Danville IL 61832-5100			
18a. PAYMENT WILL BE MADE BY Department of Veterans Affairs Financial Service Center PO Box 149971 Austin TX 78714-9971				17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER <input type="checkbox"/>			
18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM				19. ITEM NO.			
20. SCHEDULE OF SUPPLIES/SERVICES				21. QUANTITY			
22. UNIT				23. UNIT PRICE			
24. AMOUNT				25. ACCOUNTING AND APPROPRIATION DATA 550-3640160-0801-834200-2560-010040156			
26. TOTAL AWARD AMOUNT (For Govt. Use Only)				27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA <input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.			
27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED				28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>1</u> COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED			
29. AWARD OF CONTRACT: REF. _____ OFFER DATED _____. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN IS ACCEPTED AS TO ITEMS:				30a. SIGNATURE OF OFFEROR/CONTRACTOR			
31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)				30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)			
31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) Kevin Adkins V1114L2-4235				30c. DATE SIGNED			
31c. DATE SIGNED				32. AUTHORIZED FOR LOCAL REPRODUCTION PREVIOUS EDITION IS NOT USABLE			

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## SECTION B - CONTINUATION OF SF 1449 BLOCKS

### B.1 CONTRACT ADMINISTRATION DATA

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

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

a. CONTRACTOR: Name: \_\_\_\_\_

Address: \_\_\_\_\_

City, ST Zip: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_

E-mail: \_\_\_\_\_

b. GOVERNMENT: Kevin Adkins, Contract Specialist

Department of Veteran Affairs

VA Medical Center (90 CSC)

1900 East Main Street

Danville IL 61832

PH: 217-554-4544

Email: kevin.adkins@va.gov

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

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

3. INVOICES: Invoices shall be submitted promptly to the authorizing facility by the 15<sup>th</sup> calendar day following the end of the month in which services were rendered. All invoices must include the full name and address of the nursing home and shall reflect the patient's name, social security number, number of days billed, level of care category, and per diem rate. Failure to include this information may result in delayed payments.

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

Chief, Fiscal Service (04)

VA Medical Center

1900 East Main Street

Danville Il 61832

5. PROCEDURE FOR SUBMITTING DOCUMENTS TO THE DEPARTMENT OF VETERANS AFFAIRS

DOCUMENTS THAT ARE TO BE PROVIDED TO THE ADMINISTRATIVE CONTRACTING OFFICER WILL BE SUBMITTED TO THE VA ILLIANA HEALTHCARE SYSTEM, DANVILLE, IL, USING THE APPROPRIATE ADDRESS IDENTIFIED BELOW.

**Address for US Postal Service Delivery:**

Kevin Adkins, Contract Specialist (90CSC)

VAIHCS Medical Center

1900 East Main Street

Danville , IL 46202

**Address for Commercial Delivery:**

Kevin Adkins, Contract Specialist (90CSC)

1900 East Main Street

Building #102, Rm. 124C

Danville Illinois 61832

(Office hours 7:30am – 4:00pm)

Facsimile offers will not be accepted.

**6. SUBMISSION OF OFFER:**

Offerors shall complete Blocks 17a, 20, and 30 of SF 1449, the Price Schedule , FAR 52.209-5 (Deviation) and 52.209-7 in the Addendum to 52.212-1, and the Representations and Certifications in FAR 52.212-3. Please submit the information in accordance with the instructions for proposal submission in the Addendum to 52.212-1.

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

AMENDMENT NO	DATE

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

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

(End of Clause)

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

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

(End of Clause)

This is a basic ordering agreement for the period from 08012014 to 07312019, in accordance with FAR 16.7. A contract is formed, in accordance with the terms and conditions of this agreement, when VA agrees to place a patient in the nursing home and the nursing home agrees to accept the patient. Upon acceptance by the contractor of beneficiaries of Department of Veterans Affairs (VA), all terms and conditions of this agreement shall apply during such time as a VA patient remains in that nursing home at the expense of VA.

Upon acceptance of a VA patient by the nursing home, if and when requested by the Contracting Officer or authorized representative, the contractor shall furnish all supplies and services herein described, at the per diem rates for the levels of care specified below. VA levels of care are defined in Section E of this agreement. VA is obligated only to the extent authorized placements of patients are made under this agreement.

### **B.4 RATE DETERMINATION**

The per diem rate is established by the current Medicaid rate for Medicaid approved nursing homes plus a fair market amount (percentage) to cover the cost of supplies, services, and equipment above that provided under Medicaid established by the local state Medicaid agency (SMA). Rates established after the effective date of this contract will constitute a modification to the contract.

VA will use Medicaid rates for room, board, and routine nursing care.

For all levels of nursing care a percentage is added for routine ancillary services/supplies, such as drugs, nursing supplies, oxygen (occasional use), x-ray, laboratory, physician visits, and rental equipment.

Special equipment, e.g. clinitron bed, isare not considered routine ancillary services (and may be provided by the VA).

Drug costs which comprise more than eight and one-half percent (8.5%) of the per diem rate are generally not considered routine ancillary supplies (and may be provided by the VA).

Rehabilitation therapies will be provided as a distinct level of care. Hospice Care and Dialysis are not included in the rate. VA or other payers may be used for Hospice and Dialysis, as determined by the veteran with VA approval.

## **B.5 ORAL MEDICATIONS**

Oral medications, which comprise more than 8.5% of the per diem rate on a monthly basis, are excluded from that rate. High drug costs will be determined or priced using the Average Wholesale Price (AWP) of the drugs plus a transaction fee of 3% per month. All calculations will be made on a monthly basis. When a high cost drug patient is identified, VA staff must be advised promptly to establish an appropriate course of action, which may include the provision of the medications by VA.

## **B.6 ANCILLARY COSTS**

Ancillary costs are pre-approved costs for supplies or services not identified as included in the all-inclusive rate or any other pre-authorized rate or schedule or payment for items or services provided under this agreement. Ancillary costs such as medications, and special equipment, may not be added to any invoice without written permission of the VA medical center placing the veteran. If permission is received, the nursing home must also submit the physician's order for the medication/supply, the dispensing log, the supplier and the cost charged by the supplier to the nursing home, and what the nursing home is charging the VA.

## **B.7 DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK**

B.1. This Basic Ordering Agreement (BOA) shall be conducted under the procedures of FAR Part 12 and FAR Part 13.5. The nursing home shall ensure that care meets the health needs and promotes the maximum well-being of VA patients. Nursing home care will be furnished to ensure the total medical, nursing, and psycho-social needs of VA beneficiaries. Physician visits, laboratory, x ray, and other special services for VA patients will be at the same frequency as that provided to other patients at the nursing home receiving the same or comparable level of care. In addition, the care provided will include room, meals, nursing care, and other services or supplies commensurate with the VA authorized level of care, without extra charge. The per diem rate(s) established in this BOA will include the cost of medical care, drugs, laboratory, x ray, and other special services authorized by VA, unless otherwise specifically excepted.

B.2. Full attention shall be given to motivating and educating patients to achieve and maintain independence in the 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.

B.3. Veterans receiving care under this agreement, who begin to require acute hospital care, will be readmitted to an appropriate VA facility, as determined and authorized by the VA. When such admission is not feasible because of the nature of the emergency, it is agreed that hospitalization in a non-Federal facility may be accomplished provided VA authorization is obtained. VA authorization must be obtained as soon as possible and not to exceed 72 hours of admission to the non-Federal facility. If hospitalization of a non-emergency nature is required, it is agreed that readmission to a VA facility will be accomplished as soon as the patient's condition is sufficiently stabilized to permit admission to VA.

B.4. If a veteran is re-hospitalized from the nursing home, the nursing home and VA facility will arrange to hold a bed in reserve, when such a decision is in the best interest of the patient and the VA. The number of covered bed hold days will be determined by VA on a case-by-case basis, but will not exceed the number of bed hold days allowed by state Medicaid regulations. Payment will follow state Medicaid regulations. The VA facility will include payment for these "bed hold" days only when the conditions above are met.

B.5. The VA facility will approve leave days (days away from the nursing home) for long-term placements. The leave must be part of a therapeutic plan and approved by VA. Leave days at VA expense are limited to 6 days per calendar year. Payment will follow state Medicaid regulations. Exceptions may be approved by the VA facility director or designee.



B.6. Patients receiving care under this contract, who begin to require more than the level of care authorized by VA, will be readmitted to an appropriate VA facility, as determined and authorized by VA. When such admission is not feasible because of the nature of the emergency, it is agreed that hospitalization in a non-Federal facility may be accomplished provided VA authorization is obtained. VA authorization must be obtained within 72 hours of admission of the patient to a non-Federal facility. If hospitalization of a non-emergency nature is required, it is agreed that readmission to a VA Medical Center will be accomplished as soon as the patient's condition is sufficiently stabilized to permit admission to VA.

B.7. In the event a VA beneficiary receiving nursing home care under this BOA dies, the nursing home will promptly notify the VA office authorizing admission and immediately assemble, inventory, and safeguard the patient's personal effects pending further guidance by VA.

B.8. It is agreed that VA will have the right to on-site reviews of the nursing home and all appurtenances by authorized VA representative(s) to ensure that acceptable standards are maintained and that the necessary care to maintain the well-being of the patient is rendered.

B.9. The nursing home shall accept referral of and shall provide all services specified in this BOA for any person determined eligible by the VA Under Secretary for Health 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 nursing home warrants that subcontracting will not be resorted to as a means of circumventing this provision.

B.10. It is agreed that duly authorized representatives of VA will provide follow up supervision visits to veterans placed to assure the 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 nursing home in any way of the responsibility for the daily care and medical treatment of the veteran.

B.11. All medical records concerning the veteran's care in the nursing home will be readily accessible to VA. Upon discharge or death of the patient, medical records will be retained by the nursing home 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 least the following:

B.11.1. Admission identification record.

B.11.2. VA Form 10 1204, Referral for Community Nursing Home Care, or State-approved referral form.

B.11.3. Admitting evaluation (including diagnosis by nursing home physician).

B.11.4. Physician orders.

B.11.5. Progress notes. The physician orders/notes shall be charted immediately after patient is seen.

B.11.6. Special reports (laboratory, x ray, activity, etc.).

B.11.7. SMA Patient Assessment Form (\*\*\*\*only if SMA level of care is used\*\*\*\*).

B.11.8. Minimum Data Set (MDS) information, provided to VA upon admission and every six months thereafter

B.12. The beneficiary will be provided nursing home care at the expense of VA for a period not in excess of that stated in the referral form, unless an extension of the authorization is provided in writing by the placing VA facility.

B.13. The authorization agreement, VA Form 10 7078, for the affected patient will terminate whenever a VA patient is re-hospitalized for 15 calendar days or more, whether in a VA or in a non-Federal facility. A new authorization agreement will be required at the time the patient returns.

B.14. Level of Care Classification Effective Records: The level of care classification and associated per diem rate will remain in effect for each placement until and unless one of the following events takes place:

B.14.1. The recipient is discharged and subsequently qualifies for a new admission assessment.

B.14.2. The nursing home submits an assessment requesting a change in the level of care classification and VA approves it. Classification changes may also occur based on a determination by VA. VA will make the determination whether classification changes require readmission to VA.

B.15. The VA, at its sole option, will monitor the professional care and administrative management of services provided to VA beneficiaries under this agreement, through one or any combination of the following methods; reviews of state agencies reports, on-site review of the Nursing Home by VA staff, and/or on-site monitoring of VA patients. It is agreed that the Nursing Home shall provide VA with copies of all state agency reports when requested, and cooperate fully with VA's quality improvement-quality assurance program functions relating to this agreement, including VA's on-site review and monitoring. The VA contracting Officer shall make all final determinations as to the contractor's reasonable cooperation with VA and compliance with these requirements. It is understood that certain internal quality indicator/quality assurance information is not available for VA review. Current quality measure and current individual MDS information will be made available.

## **SPECIAL BOA REQUIREMENTS**

### **1. TERMINATION OF SERVICES**

VA reserves the right to remove any or all VA patients from the nursing home at any time, when it is determined to be in the best interest of VA or the patients.

### **2. EXTENSION OF AGREEMENT**

This BOA may be extended for four (4) – one (1) year periods at the option of the Government in accordance with 52.217-9, Option to Extend the Term of the Contract. Notice of an extension must be served in writing by the Government within thirty (30) days of the expiration date. The extension is granted subject to the availability of funds.

### **3. PAYMENTS**

Payments made by VA under this BOA constitute the total cost of nursing home care. No additional charges shall be billed to Medicare Part B, the beneficiary or his/her family, either by the nursing home or any third party furnishing services or supplies required for such care, unless and until specific prior authorization in writing is obtained from the VA facility authorizing placement. The contractor shall not solicit contributions, donations, or gifts from patients or family members.

**4. ACCEPTABLE SAFETY AND SANITATION PRACTICES**

Acceptable safety and sanitation practices shall be observed throughout the facility. The building shall conform to the standards of the Life Safety Code (National Fire Protection Standard #101) in effect on the date of BOA award.

**5. MINIMUM QUANTITIES**

It is impossible to determine the exact or estimated amount which shall be expended under this BOA. No obligation shall be incurred by VA under this BOA until authorizations are issued for nursing home care of specific beneficiaries. VA agrees to make payment on a timely basis for services rendered in accordance with such authorizations upon receipt of proper invoices submitted by the nursing home as outlined in Paragraph 3 of Section B and paragraph (g) of FAR 52.212-4 in Section C of this BOA. VA shall make payment for the day a recipient enters the facility, but not the day the recipient leaves a facility unless entrance and departure are on the same day then payment shall be made for one day.

**6. ORDER AUTHORIZATION**

A designated Contracting Officer Representative (COR) for the VA Illiana Health Care System is authorized to issue orders under the BOA.

**7. MEDICARE/MEDICAID STANDARDS**

The contractor is required to follow Medicare/Medicaid standards for all VA placements, except Life Safety. Medicare and Medicaid clinical and program standards are found in 42 CFR 483. The VA does not accept waivers from nursing service standards

**PROCESS FOR AWARDING CONTRACTS**

- 1.** All BOA awardees will be given a fair opportunity to be considered for each contract for the placement of a veteran, unless one of the exceptions in FAR 16.505(b)(2) applies. Under the fair opportunity process, each firm will be considered for award of a contract for veteran placement based on one or more of the following criteria:

  - (1) Veteran's preference
  - (2) Range of required services
  - (3) Geographic location to (1) VA Illiana Health Care System, (2) the veteran's home, and/or (3) the home of the veteran's family members
  - (4) Price
- 2.** All clauses in Section C of the BOA will be incorporated by reference into any contract awarded under the BOA.

**B.8 PRICE/ COST SCHEDULE**

Description of Care- See Section D.1 Department of Veterans Affairs (VA) Community Nursing Home Program Level of Care-Descriptions

Description of Care	Per Diem Rate
VA Reduced Physical Function	\$_____
VA Behavioral Symptoms & Cognitive Performance	\$_____
VA Clinically Complex	\$_____
VA Special Care      Low	\$_____
VA Special Care      High	\$_____
VA Extensive Services Group	\$_____
VA Rehabilitation Group	\$_____
VA Rehabilitation plus Extensive Services Group	\$_____
VA Ventilator-Dependent	\$_____
VA Special Bed Dependent- in addition to care rate	\$_____

## 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 52.203-3 GRATUITIES (APR 1984)**

(a) The right of the Contractor to proceed may be terminated by written notice if, after notice and hearing, the agency head or a designee determines that the Contractor, its agent, or another representative—

(1) Offered or gave a gratuity (e.g., an entertainment or gift) to an officer, official, or employee of the Government; and

(2) Intended, by the gratuity, to obtain a contract or favorable treatment under a contract.

(b) The facts supporting this determination may be reviewed by any court having lawful jurisdiction.

(c) If this contract is terminated under paragraph (a) above, the Government is entitled—

(1) To pursue the same remedies as in a breach of the contract; and

(2) In addition to any other damages provided by law, to exemplary damages of not less than 3 nor more than 10 times the cost incurred by the Contractor in giving gratuities to the person concerned, as determined by the agency head or a designee. (This subparagraph (c)(2) is applicable only if this contract uses money appropriated to the Department of Defense.)

(d) The rights and remedies of the Government provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

(End of Clause)

### **C.3 52.204-4 PRINTED OR COPIED DOUBLE-SIDED ON POSTCONSUMER FIBER CONTENT PAPER (MAY 2011)**

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

"Postconsumer fiber" means— (1) Paper, paperboard, and fibrous materials from retail stores, office buildings, homes, and so forth, after they have passed through their end-usage as a consumer item, including: used corrugated boxes; old newspapers; old magazines; mixed waste paper; tabulating cards; and used cordage; or

(2) All paper, paperboard, and fibrous materials that enter and are collected from municipal solid waste; but not

(3) Fiber derived from printers' over-runs, converters' scrap, and over-issue publications.

(b) The Contractor is required to submit paper documents, such as offers, letters, or reports that are printed or copied double-sided on paper containing at least 30 percent postconsumer fiber, whenever practicable, when not using electronic commerce methods to submit information or data to the Government.

(End of Clause)

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

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

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

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

(End of Clause)

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

(a) *Minimum order.* When the Government requires supplies or services covered by this contract in an amount of less than \$1000.00, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

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

(1) Any order for a single item in excess of \$100,000.00;

(2) Any order for a combination of items in excess of \$250,000.00; or

(3) A series of orders from the same ordering office within Thirty (30) days that together call for quantities exceeding the limitation in paragraph (b)(1) or (2) of this section.

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

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

(End of Clause)

#### **C.6 52.216-21 REQUIREMENTS (OCT 1995)**

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

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

(c) Except as this contract otherwise provides, the Government shall order from the Contractor all the supplies or services specified in the Schedule that are required to be purchased by the Government activity or activities specified in the Schedule.

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

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

(f) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after August 31, 2019.

(End of Clause)

#### **C.7 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)**

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of

Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 30 days.

(End of Clause)

#### **C.8 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)**

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

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

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

(End of Clause)

#### **C.9 52.232-19 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR (APR 1984)**

Funds are not presently available for performance under this contract beyond September 30, 2014. The Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond September 30, 2014, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

(End of Clause)

#### **C.10 52.232-40 PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS (DEC 2013)**

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

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

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

(End of Clause)

#### **C.11 52.242-13 BANKRUPTCY (JUL 1995)**

In the event the Contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary, the Contractor agrees to furnish, by certified mail or electronic commerce method authorized by the contract, written notification of the bankruptcy to the Contracting Officer responsible for administering the contract. This notification shall be furnished within five days of the initiation of the proceedings relating to bankruptcy filing. This notification shall include the date on which the bankruptcy petition was filed, the identity of the court in which the bankruptcy petition was filed, and a listing of Government contract numbers and contracting offices for all Government contracts against which final payment has not been made. This obligation remains in effect until final payment under this contract.

(End of Clause)

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

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

(End of Clause)

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

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

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

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

(End of Clause)

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

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

(End of Clause)

#### **C.15 VAAR 852.232-72 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.16 VAAR 852.237-7 INDEMNIFICATION AND MEDICAL LIABILITY INSURANCE (JAN 2008)**

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

(End of Clause)

#### **C.17 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 Illinois. 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.18 ECONOMIC PRICE ADJUSTMENT**

This provision does not apply to ancillary services that may be added or deleted from the agreement.

The per diem rate(s) will apply throughout the term of this contract, including extension period(s). The rate(s) may be adjusted only to reflect a change in a Medicaid rate as authorized by the SMA. Normally, this will be on an annual basis.

The negotiated percentage above the Medicaid rate, to cover the all-inclusive nature of the contract, will not be renegotiated; but will be applied and added to the new Medicaid rate for the adjusted per diem rate for each level of care item. This clause does not apply to rates for non-Medicaid nursing homes. In this regard, new rates will be negotiated requiring a modification to the contract. Each per diem price adjustment under this clause is subject to the following limitations:

Any adjustment shall be limited to the effect of increases or decreases in the approved SMA's patient care components within the affected Medicaid groups.

Adjustments will occur no more frequently than those issued by the SMA.

No adjustments will be made until the Contracting Officer receives an SMA authenticated copy of the new rate, signed and dated in a conspicuous area at the top right of the document by the authorized nursing home official. Within ten days after this occurs, the Contracting Officer will execute an approval signature and date at the approximate location of the nursing home official's signature, the action of which will serve as the effective date of the adjusted rate. A copy of the fully executed document will be sent to the nursing home official for record keeping purposes.

\*\*\*\* CO should establish multi-level care rates wherever possible regardless of whether the local state has only a unitary care rate program, as the multi-level care rate approach can better approximate the actual cost of care for individual patients. The levels of care can be either the VA version (use also for private care CNHs) as shown on the Community Nursing Home Website; state version; or any combination thereof. In this regard, indicate "VA" or "state" in the description column of the Price Schedule for each level of care listed. All levels of care required for the contract period, including the option period(s), should be listed whenever possible. This will eliminate or minimize the need for modifications. A list of VA levels of care is contained in the Sample Price Schedule shown in the Description of Care column below. Definitions of the VA levels of care, displayed on the CNH Website are listed as Attachment 1 as referenced in Section E of this format. Attachment 1 should be included when VA levels of care are included. \*\*\*\*

## **C.19 TERMINATION OF SERVICES**

VA reserves the right to remove any or all VA patients from the nursing home at any time, when it is determined to be in the best interest of VA or the patients.

## **C.20 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)**

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

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

(End of Clause)

<b><u>FAR Number</u></b>	<b><u>Title</u></b>	<b><u>Date</u></b>
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
52.232-39	UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS	JUN 2013

(End of Addendum to 52.212-4)

## **C.21 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:

[X] (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).

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

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

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

[] (5) [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).

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

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

[N] (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).

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

[X] (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]

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

[N] (ii) Alternate I (NOV 2011).

[N] (iii) Alternate II (NOV 2011).

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

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

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

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

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

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

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

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

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

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

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

[N] (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.)

[N] (ii) Alternate I (June 2003) of 52.219-23.

[X] (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).

[N] (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).

[N] (24) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (NOV 2011) (15 U.S.C. 657f).

[X] (25) 52.219-28, Post Award Small Business Program Rerepresentation (Jul 2013) (15 U.S.C. 632(a)(2)).

[N] (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)).

[N] (27) 52.219-30, Notice of Set-Aside for Women-Owned Small Business (WOSB) Concerns Eligible Under the WOSB Program (Jul 2013) (15 U.S.C. 637(m)).

- [X] (28) 52.222-3, Convict Labor (June 2003) (E.O. 11755).
- [N] (29) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (JAN 2014) (E.O. 13126).
- [X] (30) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).
- [X] (31) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).
- [X] (32) 52.222-35, Equal Opportunity for Veterans (SEP 2010) (38 U.S.C. 4212).
- [X] (33) 52.222-36, Affirmative Action for Workers with Disabilities (Oct 2010) (29 U.S.C. 793).
- [X] (34) 52.222-37, Employment Reports on Veterans (SEP 2010) (38 U.S.C. 4212).
- [X] (35) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496).
- [X] (36) 52.222-54, Employment Eligibility Verification (AUG 2013). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)
- [N] (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.)
- [N] (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.
- [N] (40) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007)(42 U.S.C. 8259b).
- [N] (41)(i) 52.223-16, Acquisition of EPEAT-Registered Personal Computer Products (JUN 2014) (E.O.s 13423 and 13514).
- [N] (ii) Alternate I (JUN 2014) of 52.223-16.
- [X] (42) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011)
- [N] (43) 52.225-1, Buy American--Supplies (MAY 2014) (41 U.S.C. chapter 83).
- [N] (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.
- [N] (ii) Alternate I (MAY 2014) of 52.225-3.
- [N] (iii) Alternate II (MAY 2014) of 52.225-3.

[N] (iv) Alternate III (MAY 2014) of 52.225-3.

[N] (45) 52.225-5, Trade Agreements (NOV 2013) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

[X] (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).

[N] (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).

[N] (48) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

[N] (49) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

[N] (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)).

[N] (51) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

[N] (52) 52.232-33, Payment by Electronic Funds Transfer--System for Award Management (Jul 2013) (31 U.S.C. 3332).

[X] (53) 52.232-34, Payment by Electronic Funds Transfer--Other than System for Award Management (Jul 2013) (31 U.S.C. 3332).

[N] (54) 52.232-36, Payment by Third Party (MAY 2014) (31 U.S.C. 3332).

[N] (55) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

[N] (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).

[N] (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:

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

[X] (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
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~Food Service Worker	\$9.33 + \$4.02
----------------------	-----------------

~Licensed Practical Nurse I	\$16.33 + \$4.02
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~Maid or Houseman	\$8.90 + \$4.02
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~Nursing Assistant I \$10.72 + \$4.02

[X] (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).

[N] (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).

[N] (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).

[N] (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).

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

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

[N] (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

### ATTACHMENT 1: LEVEL OF CARE DESCRIPTIONS

### ATTACHMENT 2: PAST PERFORMANCE QUESTIONNAIRE

### ATTACHMENT 3: WAGE DETERMINATION

#### D.1 DEPARTMENT OF VETERANS AFFAIRS (VA) COMMUNITY NURSING HOME PROGRAM LEVEL OF CARE - DESCRIPTIONS

Level of Care determinations are based on the VA Resource Utilization Groups (RUGS-IV) case-mix, the industry standard. See {PATRICK....CFR CITATION. A case-mix system categorizes patients into groups according to their level of care needs. RUGS-III, like other case-mix systems, defines patients for clinical and reimbursement purposes.

Additional information on RUGS IV use for VA purposes can be acquired from the Contracting Officer in concert with the appropriate VA community health official.

RUG IV Group	RUG IV Case Mix Classification	RUG IV - Description of Services
<b>Reduced Physical Function</b>	PA1, PA2, PB1, PB2, PC1, PC2, PD1, PD2, PE1, PE2	Residents whose needs are primarily for support with activities of daily living and general supervision. Urinary and/or bowel training program; Passive and/or active range of motion; Amputation /prosthesis training; Splint or brace assistance; Dressing or grooming training; Eating or swallowing training; Transfer training; Bed mobility and/or walking training; Communication training.
<b>Behavioral Symptoms &amp; Cognitive Performance</b>	BA1, BA2, BB1, BB2	Residents satisfying the following two conditions: <ul style="list-style-type: none"> <li>• Having a maximum ADL dependency score of 5 or less.</li> <li>• Having behavioral or cognitive performance symptoms, involving any of the following: <ul style="list-style-type: none"> <li>— difficulty in repeating words, temporal orientation, or recall (score on the Brief Interview for Mental Status &lt;=9),</li> <li>— difficulty in making self-understood, short term memory, or decision making (score on the Cognitive Performance Scale &gt;=3),</li> <li>— hallucinations,</li> <li>— delusions,</li> <li>— physical behavioral symptoms toward others,</li> <li>— verbal behavioral symptoms toward others,</li> <li>— other behavioral symptoms,</li> <li>— rejection of care, or</li> <li>— wandering.</li> </ul> </li> </ul>
<b>Clinically Complex</b>	CE2, CE1, CD1, CC2, CC1, CB2, CB1, CA2, CA1	Residents receiving complex clinical care or have conditions requiring skilled nursing management, interventions or treatments involving any of the following: <ul style="list-style-type: none"> <li>• pneumonia,</li> <li>• hemiplegia with ADL dependency score of 5 or more,</li> <li>• surgical wounds or open lesions with treatment,</li> </ul>

		<ul style="list-style-type: none"> <li>• burns,</li> <li>• chemotherapy while a resident,</li> <li>• oxygen therapy while a resident,</li> <li>• IV medications while a resident, or</li> <li>• transfusions while a resident.</li> </ul>
<b>Special Care Low</b>	LE2, LE1, LD2, LD1, LC2, LC1, LB2, LB1	<p>Residents satisfying the following two conditions:</p> <ul style="list-style-type: none"> <li>• Having a minimum ADL dependency score of 2 or more.</li> <li>• Receiving complex clinical care or have serious medical conditions involving any of the following: <ul style="list-style-type: none"> <li>— cerebral palsy with ADL dependency score of 5 or more,</li> <li>— multiple sclerosis with ADL dependency score of 5 or more,</li> <li>— Parkinson's disease with ADL dependency score of 5 or more,</li> <li>— respiratory failure and oxygen therapy while a resident,</li> <li>— tube feeding with meeting intake requirement,</li> <li>— ulcer treatment with two or more ulcers including venous ulcers, arterial ulcers or stage II or higher pressure ulcers,</li> <li>— ulcer treatment with any stage III or IV pressure ulcer,</li> <li>— foot infections or wounds with application of dressing,</li> <li>— radiation therapy while a resident, or</li> <li>— dialysis while a resident</li> </ul> </li> </ul>
<b>Special Care High</b>	HE2, HE1, HD2, HD1, HC2, HC1, HB2, HB1	<p>Residents satisfying the following two conditions:</p> <ul style="list-style-type: none"> <li>• Having a minimum ADL dependency score of 2 or more.</li> <li>• Receiving complex clinical care or have serious medical conditions involving any one of the following: <ul style="list-style-type: none"> <li>— comatose,</li> <li>— septicemia,</li> <li>— diabetes with insulin injections and insulin order changes,</li> <li>— quadriplegia with a higher minimum ADL dependence criterion (ADL score of 5 or more),</li> <li>— chronic obstructive pulmonary disease (COPD) with shortness of breath when lying flat,</li> <li>— fever with pneumonia, vomiting, weight loss, or tube feeding with meeting intake requirement,</li> <li>— parenteral/IV feeding, or</li> <li>— respiratory therapy</li> </ul> </li> </ul>
<b>Extensive Services</b>	ES1, ES2, ES3	<p>Residents satisfying the following two conditions:</p> <ul style="list-style-type: none"> <li>• Having a minimum ADL dependency score of 2 or more.</li> <li>• While a resident, receiving complex clinical care and have needs involving: tracheostomy care, ventilator/respirator, and/or infection isolation</li> </ul>
<b>Rehab</b>	RUC, RUB, RUA, RVC, RVB, RVA, RHC, RHB, RHA, RMC, RHB, RHA, RLB, RLA	Residents receiving physical therapy, occupational therapy, and/or speech language pathology services while a resident
<b>Rehab Plus Extensive Services</b>	RUX, RUL, RVS, RVL, RHX, RHL, RMS, RML, RLS	<p>Residents satisfying all of the following three conditions:</p> <ul style="list-style-type: none"> <li>• Having a minimum activity of daily living (ADL) dependency score of 2 or more</li> <li>• Receiving physical therapy, occupational therapy, and/or speech-language pathology services while a resident</li> </ul>

		<ul style="list-style-type: none"> <li>• While a resident, receiving complex clinical care and have needs involving tracheostomy care, ventilator/respirator, and/or infection isolation</li> </ul>
<b>Ventilator Dependent Care:</b>		Level of care is self-explanatory. This level of care is used in cases which cannot be covered by the ventilator care rates outlined above. *****CO should know that, given the high cost of ventilator care, rates for this level of care require approval of the Chief Consultant, Geriatrics and Extended Care Group.
<b>HIV+/AIDS Care:</b>		Specialized services for HIV+ and/or AIDS patients. May be specialized program care of an individual patient.

**D.2 WAGE DETERMINATION**

WD 05-2169 (Rev.-14) was first posted on www.wdol.gov on 08/05/2014

\*\*\*\*\*

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.: 2005-2169  
 Revision No.: 14  
 Date Of Revision: 07/25/2014

State: Illinois

Area: Illinois Counties of Christian, Clark, Coles, Crawford, Cumberland,  
 Jasper, Macon, Moultrie, Shelby

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

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		13.98
01012 - Accounting Clerk II		15.70
01013 - Accounting Clerk III		19.48
01020 - Administrative Assistant		19.57
01040 - Court Reporter		14.35
01051 - Data Entry Operator I		10.95
01052 - Data Entry Operator II		11.95
01060 - Dispatcher, Motor Vehicle		17.37
01070 - Document Preparation Clerk		12.19
01090 - Duplicating Machine Operator		12.19
01111 - General Clerk I		10.06
01112 - General Clerk II		10.97
01113 - General Clerk III		13.19
01120 - Housing Referral Assistant		16.07
01141 - Messenger Courier		9.94
01191 - Order Clerk I		12.59
01192 - Order Clerk II		13.73
01261 - Personnel Assistant (Employment) I		18.47
01262 - Personnel Assistant (Employment) II		20.66
01263 - Personnel Assistant (Employment) III		23.03
01270 - Production Control Clerk		19.27
01280 - Receptionist		10.59
01290 - Rental Clerk		12.14
01300 - Scheduler, Maintenance		12.83
01311 - Secretary I		12.83
01312 - Secretary II		14.35
01313 - Secretary III		16.07
01320 - Service Order Dispatcher		14.18
01410 - Supply Technician		18.11
01420 - Survey Worker		14.35
01531 - Travel Clerk I		11.70
01532 - Travel Clerk II		12.60
01533 - Travel Clerk III		13.44
01611 - Word Processor I		11.57
01612 - Word Processor II		12.99

01613 - Word Processor III	14.53
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	21.05
05010 - Automotive Electrician	19.76
05040 - Automotive Glass Installer	18.48
05070 - Automotive Worker	18.48
05110 - Mobile Equipment Servicer	16.31
05130 - Motor Equipment Metal Mechanic	19.76
05160 - Motor Equipment Metal Worker	18.48
05190 - Motor Vehicle Mechanic	19.53
05220 - Motor Vehicle Mechanic Helper	15.42
05250 - Motor Vehicle Upholstery Worker	18.48
05280 - Motor Vehicle Wrecker	18.48
05310 - Painter, Automotive	18.02
05340 - Radiator Repair Specialist	18.48
05370 - Tire Repairer	13.55
05400 - Transmission Repair Specialist	18.67
07000 - Food Preparation And Service Occupations	
07010 - Baker	13.38
07041 - Cook I	10.79
07042 - Cook II	12.18
07070 - Dishwasher	8.36
07130 - Food Service Worker	9.33
07210 - Meat Cutter	14.55
07260 - Waiter/Waitress	9.85
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	18.38
09040 - Furniture Handler	14.31
09080 - Furniture Refinisher	19.26
09090 - Furniture Refinisher Helper	15.09
09110 - Furniture Repairer, Minor	17.17
09130 - Upholsterer	19.26
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	10.92
11060 - Elevator Operator	10.89
11090 - Gardener	13.67
11122 - Housekeeping Aide	10.76
11150 - Janitor	10.93
11210 - Laborer, Grounds Maintenance	10.64
11240 - Maid or Houseman	8.90
11260 - Pruner	9.90
11270 - Tractor Operator	12.65
11330 - Trail Maintenance Worker	10.64
11360 - Window Cleaner	11.89
12000 - Health Occupations	
12010 - Ambulance Driver	18.26
12011 - Breath Alcohol Technician	18.26
12012 - Certified Occupational Therapist Assistant	25.30
12015 - Certified Physical Therapist Assistant	25.38
12020 - Dental Assistant	14.32
12025 - Dental Hygienist	36.85
12030 - EKG Technician	27.67
12035 - Electroneurodiagnostic Technologist	27.67
12040 - Emergency Medical Technician	18.26
12071 - Licensed Practical Nurse I	16.33
12072 - Licensed Practical Nurse II	18.26
12073 - Licensed Practical Nurse III	19.46
12100 - Medical Assistant	13.63
12130 - Medical Laboratory Technician	16.84
12160 - Medical Record Clerk	14.48

12190 - Medical Record Technician	16.64
12195 - Medical Transcriptionist	15.36
12210 - Nuclear Medicine Technologist	36.85
12221 - Nursing Assistant I	10.72
12222 - Nursing Assistant II	12.06
12223 - Nursing Assistant III	13.16
12224 - Nursing Assistant IV	14.77
12235 - Optical Dispenser	14.88
12236 - Optical Technician	16.33
12250 - Pharmacy Technician	13.34
12280 - Phlebotomist	14.77
12305 - Radiologic Technologist	25.08
12311 - Registered Nurse I	21.62
12312 - Registered Nurse II	26.43
12313 - Registered Nurse II, Specialist	26.43
12314 - Registered Nurse III	31.99
12315 - Registered Nurse III, Anesthetist	31.99
12316 - Registered Nurse IV	38.34
12317 - Scheduler (Drug and Alcohol Testing)	22.63
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	16.46
13012 - Exhibits Specialist II	20.15
13013 - Exhibits Specialist III	21.12
13041 - Illustrator I	18.38
13042 - Illustrator II	22.49
13043 - Illustrator III	23.56
13047 - Librarian	22.21
13050 - Library Aide/Clerk	12.90
13054 - Library Information Technology Systems Administrator	21.45
13058 - Library Technician	15.64
13061 - Media Specialist I	13.98
13062 - Media Specialist II	15.64
13063 - Media Specialist III	17.43
13071 - Photographer I	15.26
13072 - Photographer II	16.39
13073 - Photographer III	20.06
13074 - Photographer IV	21.01
13075 - Photographer V	21.64
13110 - Video Teleconference Technician	14.11
14000 - Information Technology Occupations	
14041 - Computer Operator I	14.77
14042 - Computer Operator II	17.17
14043 - Computer Operator III	20.90
14044 - Computer Operator IV	22.51
14045 - Computer Operator V	24.92
14071 - Computer Programmer I	(see 1) 23.84
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	14.77
14160 - Personal Computer Support Technician	22.51
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	33.28
15020 - Aircrew Training Devices Instructor (Rated)	40.24
15030 - Air Crew Training Devices Instructor (Pilot)	44.26
15050 - Computer Based Training Specialist / Instructor	33.28

15060 - Educational Technologist	25.83
15070 - Flight Instructor (Pilot)	44.26
15080 - Graphic Artist	21.69
15090 - Technical Instructor	16.53
15095 - Technical Instructor/Course Developer	22.16
15110 - Test Proctor	13.35
15120 - Tutor	13.35
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations	
16010 - Assembler	8.99
16030 - Counter Attendant	8.99
16040 - Dry Cleaner	11.05
16070 - Finisher, Flatwork, Machine	8.99
16090 - Presser, Hand	8.99
16110 - Presser, Machine, Drycleaning	8.99
16130 - Presser, Machine, Shirts	8.99
16160 - Presser, Machine, Wearing Apparel, Laundry	8.99
16190 - Sewing Machine Operator	11.73
16220 - Tailor	12.41
16250 - Washer, Machine	9.70
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	22.72
19040 - Tool And Die Maker	28.31
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	16.54
21030 - Material Coordinator	20.57
21040 - Material Expediter	20.57
21050 - Material Handling Laborer	14.43
21071 - Order Filler	13.30
21080 - Production Line Worker (Food Processing)	16.54
21110 - Shipping Packer	14.02
21130 - Shipping/Receiving Clerk	14.02
21140 - Store Worker I	12.50
21150 - Stock Clerk	16.12
21210 - Tools And Parts Attendant	16.54
21410 - Warehouse Specialist	16.54
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	24.09
23021 - Aircraft Mechanic I	22.92
23022 - Aircraft Mechanic II	24.09
23023 - Aircraft Mechanic III	25.27
23040 - Aircraft Mechanic Helper	18.94
23050 - Aircraft, Painter	21.48
23060 - Aircraft Servicer	20.76
23080 - Aircraft Worker	21.46
23110 - Appliance Mechanic	21.73
23120 - Bicycle Repairer	14.91
23125 - Cable Splicer	22.92
23130 - Carpenter, Maintenance	20.61
23140 - Carpet Layer	20.56
23160 - Electrician, Maintenance	29.27
23181 - Electronics Technician Maintenance I	20.36
23182 - Electronics Technician Maintenance II	21.49
23183 - Electronics Technician Maintenance III	22.64
23260 - Fabric Worker	19.37
23290 - Fire Alarm System Mechanic	22.92
23310 - Fire Extinguisher Repairer	18.21
23311 - Fuel Distribution System Mechanic	22.92
23312 - Fuel Distribution System Operator	18.21
23370 - General Maintenance Worker	17.38
23380 - Ground Support Equipment Mechanic	22.92

23381 - Ground Support Equipment Servicer	20.76
23382 - Ground Support Equipment Worker	21.46
23391 - Gunsmith I	18.21
23392 - Gunsmith II	20.56
23393 - Gunsmith III	22.92
23410 - Heating, Ventilation And Air-Conditioning Mechanic	20.36
23411 - Heating, Ventilation And Air Conditioning Mechanic (Research Facility)	21.35
23430 - Heavy Equipment Mechanic	22.92
23440 - Heavy Equipment Operator	30.38
23460 - Instrument Mechanic	22.92
23465 - Laboratory/Shelter Mechanic	21.73
23470 - Laborer	13.50
23510 - Locksmith	21.73
23530 - Machinery Maintenance Mechanic	21.69
23550 - Machinist, Maintenance	19.14
23580 - Maintenance Trades Helper	15.42
23591 - Metrology Technician I	22.92
23592 - Metrology Technician II	24.09
23593 - Metrology Technician III	25.26
23640 - Millwright	26.84
23710 - Office Appliance Repairer	21.73
23760 - Painter, Maintenance	21.43
23790 - Pipefitter, Maintenance	31.72
23810 - Plumber, Maintenance	29.06
23820 - Pneudraulic Systems Mechanic	22.92
23850 - Rigger	22.92
23870 - Scale Mechanic	20.56
23890 - Sheet-Metal Worker, Maintenance	22.80
23910 - Small Engine Mechanic	20.56
23931 - Telecommunications Mechanic I	23.86
23932 - Telecommunications Mechanic II	24.83
23950 - Telephone Lineman	22.40
23960 - Welder, Combination, Maintenance	18.67
23965 - Well Driller	22.92
23970 - Woodcraft Worker	22.92
23980 - Woodworker	18.21
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	9.95
24580 - Child Care Center Clerk	14.13
24610 - Chore Aide	11.86
24620 - Family Readiness And Support Services Coordinator	14.96
24630 - Homemaker	16.86
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	22.92
25040 - Sewage Plant Operator	21.73
25070 - Stationary Engineer	22.92
25190 - Ventilation Equipment Tender	17.02
25210 - Water Treatment Plant Operator	21.73
27000 - Protective Service Occupations	
27004 - Alarm Monitor	14.38
27007 - Baggage Inspector	12.86
27008 - Corrections Officer	22.21
27010 - Court Security Officer	22.21
27030 - Detection Dog Handler	14.38
27040 - Detention Officer	22.21
27070 - Firefighter	20.05
27101 - Guard I	12.86



27102 - Guard II	14.38
27131 - Police Officer I	26.11
27132 - Police Officer II	29.02
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	12.10
28042 - Carnival Equipment Repairer	12.65
28043 - Carnival Equipment Worker	10.12
28210 - Gate Attendant/Gate Tender	14.57
28310 - Lifeguard	12.97
28350 - Park Attendant (Aide)	16.29
28510 - Recreation Aide/Health Facility Attendant	11.89
28515 - Recreation Specialist	13.26
28630 - Sports Official	12.97
28690 - Swimming Pool Operator	17.84
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	20.56
29020 - Hatch Tender	20.56
29030 - Line Handler	20.56
29041 - Stevedore I	19.37
29042 - Stevedore II	21.73
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	39.20
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	27.03
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	29.77
30021 - Archeological Technician I	16.74
30022 - Archeological Technician II	19.23
30023 - Archeological Technician III	23.82
30030 - Cartographic Technician	25.49
30040 - Civil Engineering Technician	26.67
30061 - Drafter/CAD Operator I	14.83
30062 - Drafter/CAD Operator II	19.23
30063 - Drafter/CAD Operator III	21.44
30064 - Drafter/CAD Operator IV	26.38
30081 - Engineering Technician I	14.36
30082 - Engineering Technician II	19.88
30083 - Engineering Technician III	22.26
30084 - Engineering Technician IV	27.58
30085 - Engineering Technician V	29.70
30086 - Engineering Technician VI	32.71
30090 - Environmental Technician	25.49
30210 - Laboratory Technician	23.82
30240 - Mathematical Technician	25.49
30361 - Paralegal/Legal Assistant I	18.78
30362 - Paralegal/Legal Assistant II	23.27
30363 - Paralegal/Legal Assistant III	28.46
30364 - Paralegal/Legal Assistant IV	34.43
30390 - Photo-Optics Technician	25.49
30461 - Technical Writer I	23.60
30462 - Technical Writer II	28.06
30463 - Technical Writer III	33.92
30491 - Unexploded Ordnance (UXO) Technician I	24.91
30492 - Unexploded Ordnance (UXO) Technician II	30.14
30493 - Unexploded Ordnance (UXO) Technician III	36.13
30494 - Unexploded (UXO) Safety Escort	24.91
30495 - Unexploded (UXO) Sweep Personnel	24.91
30620 - Weather Observer, Combined Upper Air Or Surface Programs	(see 2) 21.44
30621 - Weather Observer, Senior	(see 2) 23.82
31000 - Transportation/Mobile Equipment Operation Occupations	
31020 - Bus Aide	14.12

31030 - Bus Driver	18.66
31043 - Driver Courier	13.69
31260 - Parking and Lot Attendant	12.98
31290 - Shuttle Bus Driver	14.88
31310 - Taxi Driver	15.03
31361 - Truckdriver, Light	14.65
31362 - Truckdriver, Medium	15.58
31363 - Truckdriver, Heavy	19.80
31364 - Truckdriver, Tractor-Trailer	19.80
99000 - Miscellaneous Occupations	
99030 - Cashier	8.78
99050 - Desk Clerk	9.98
99095 - Embalmer	24.42
99251 - Laboratory Animal Caretaker I	14.82
99252 - Laboratory Animal Caretaker II	15.55
99310 - Mortician	24.42
99410 - Pest Controller	19.34
99510 - Photofinishing Worker	13.09
99710 - Recycling Laborer	16.88
99711 - Recycling Specialist	19.61
99730 - Refuse Collector	15.52
99810 - Sales Clerk	11.46
99820 - School Crossing Guard	13.71
99830 - Survey Party Chief	19.36
99831 - Surveying Aide	12.09
99832 - Surveying Technician	17.55
99840 - Vending Machine Attendant	17.32
99841 - Vending Machine Repairer	20.92
99842 - Vending Machine Repairer Helper	17.32

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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 8 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

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

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

1) COMPUTER EMPLOYEES: Under the SCA at section 8(b), this wage determination does not apply to any employee who individually qualifies as a bona fide executive, administrative, or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per

week) an hour would likely qualify as exempt computer professionals, (29 C.F.R. 541.400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition, because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformances may be necessary for certain nonexempt employees. For example, if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate, then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

Additionally, because job titles vary widely and change quickly in the computer industry, job titles are not determinative of the application of the computer professional exemption. Therefore, the exemption applies only to computer employees who satisfy the compensation requirements and whose primary duty consists of:

(1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional specifications;

(2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;

(3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or

(4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

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

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

Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving 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.

## SECTION E - SOLICITATION PROVISIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



Bradstreet office for a DUNS number. The offeror should indicate that it is an offeror for a Government contract when contacting the local Dun and Bradstreet office.

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

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

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

(End of Provision)

**NOTE:** Offeror agrees to hold the prices in its quote firm for **90 days** from the date specified for receipt of quotes.

1. This requirement is being solicited in accordance with FAR Parts 12 and 13.5.
2. Offerors shall provide information as described below. All information must be submitted in the manner described below and offerors who do not submit all information may not be considered for award.
3. It is the government's intent to award a Basic Ordering Agreement without discussions. The government is not obligated to request any additional information from an offeror who does not provide sufficiently detailed information of which an accurate evaluation can be made of an offeror's proposal. Failure to submit complete information in the manner described below for the Technical Proposal may be grounds to consider the offeror "Non-responsive" and exclude the proposal from further consideration. It is, therefore, in the offeror's best interest to submit **all** required documentation to the fullest degree possible. If an offeror cannot provide all information required by the evaluation factors, a statement documenting each omission shall be included in the offeror's proposal addressing the omission(s).

4. Offerors shall provide a written proposal addressing each factor listed in FAR 52.212-2, EVALUATION – COMMERCIAL ITEMS (JAN 1999) of the solicitation. Offers are to be submitted in two (2) parts: 1) a price response; and 2) a non-price response to the evaluation factors and sub factors. Both responses shall be submitted together; however, the non-price and price responses shall be separated into two (2) severable parts. The pricing response shall consist of the signed Standard Form (SF) 1449 and complete the Price/Cost Schedule, completed FAR provisions 52.209-5(deviation), 52.209-7(Addendum to 52.212-1), and representations and certifications at FAR 52.212-3. The non-price response shall address the non-price evaluation criteria. Proposals shall include and be submitted in the following manner:

- a. The cover page shall include the name and address of the organization submitting the proposal and point(s) of contact to include e-mail address and phone number. The point of contact shall have the authority to bind and make representations for the organization relative to the proposal and any BOA resulting from the proposal.
- b. The technical proposal shall be typed with no identifying marks indicating the company name or any identifying product other than on the cover page. **The non-price response to the proposal shall not have any reference to price and/or cost. These items are to be included in only the price response. Three (3) copies of the Technical Proposal shall be provided and one (1) copy of the price information shall be submitted.**
- c. In order that each proposal be properly evaluated, it is required that each offeror respond to all items in order as they appear in the evaluation criteria. Proposals shall be organized with each section appropriately identified.
- d. As part of the proposal package, offerors shall provide the following:
  - Copies of current Certificate of Insurance as required by VAAR 852.237-7;
- e. The VA will not pay any cost incurred in preparation and submission of proposals.

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

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

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

**BASIS FOR BOA AWARD:**

This is a best value source selection conducted in accordance with Federal Acquisition Regulation (FAR) 13. **The Government will select the best overall offer(s), based upon an integrated assessment of evaluation factors listed in the FAR 52.212-2 Evaluation – Commercial Items (JAN 1999).** A Basic Ordering Agreement (BOA) will be awarded to the offeror(s) who is deemed responsible in accordance with the FAR, whose offer conforms to the solicitation's requirements (to include all stated terms, conditions, representations, certifications, and all other information required by the Statement of Work and is determined by an overall assessment of the responses to the evaluation factors to represent the most advantageous offer to the Government. As part of making the assessment, a best value analysis will be performed determining whether or not exceeding the minimum requirements at an associated price provides the best value to the Government. As a basis for award, trade-offs between price and non-price factors are permitted.

**THEREFORE, THE GOVERNMENT RESERVES THE RIGHT TO AWARD TO OTHER THAN THE LOWEST PRICED OFFEROR OR OTHER THAN THE HIGHEST TECHNICALLY RATED OFFEROR.**

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

**Award for All of the Work:** The Government reserves the right to award Multiple Basic Ordering Agreements as a result of this solicitation. Offers received for less than the stated number of items listed in the schedule shall be considered ineligible for award. The Government, however, reserves the right to make an award for any item from any offeror for a quantity less than or equal to the quantity offered, at the unit prices offered, unless the offeror specifies otherwise in the offer.

**Please provide the following information along with your price proposal:**

a. **PRICE:** A brief narrative discussing the methodology used to price this proposal. Please include a summary of information related to how the pricing was calculated.

b. **PAST PERFORMANCE:** Past Performance evaluations will be conducted using information provided with the offer, information obtained from references, information obtained from the Past Performance Information Retrieval System (PPIRS), and information from any other sources deemed appropriate. When evaluating past performance, the

Government may consider the currency and relevancy of the information, the source of the information, the context of the data provided, and the general trends in the contractor's performance. The government may take into account past performance information regarding predecessor companies, key personnel who have relevant experience and/or subcontractors that will perform major or critical aspects of the requirement. An offeror that has no available relevant past performance history will not be evaluated favorably or unfavorably.

Offerors are cautioned that the Government may review available past performance data available in the Past Performance Information Retrieval System (PPIRS) and the Federal Awardee Performance and Integrity Information System (FAPIS). The Government reserves the right to obtain past performance information from any available source and may contact customers other than those identified by the Offeror when evaluating past performance. Offerors may provide information on problems encountered on the identified contracts and the offeror's corrective actions.

The Offeror shall list up to **five (5)** most recent completed BOA(s) of similar size and scope during the **last three (3) calendar years** along with Point of Contact (POC) information (Name, Address, Telephone Number, Email Address and Fax Number) of a POC of the owner of those projects or person who represented the owner and would have the most detailed information about the Offeror's performance. **The Offeror shall provide the attached "Past Performance Evaluation Questionnaire" (Attachment 2 under Section D) form to each of the owners listed for these projects and require that the form be completed and returned DIRECTLY to the Contracting Officer for receipt of the completed form no later than the date and time established for receipt of proposals.**

Past Performance responses shall be sent via USPS, commercial overnight mail service, or hand-carried method to the following address

Kevin Adkins

VA Illiana Healthcare System

1900 East Main Street

Building 102 Room 124C

Danville, Illinois 61832

Responses to the questions on the Past Performance Evaluation will be considered. The Government reserves the right to solicit completion of this form by any other source identified as having a relationship with the Offeror.

In accordance with FAR 15.305, offerors with no relevant past performance or whom information is not available, shall not be evaluated favorably or unfavorably on past performance. However the proposal of an offeror with no relevant past performance may not represent the most advantageous proposal to the Government.

c. **TECHNICAL CAPABILITY:** The Offeror shall demonstrate understanding of the requirements of the Statement of Work, and produce an offer that will meet those objectives. The offer will be evaluated based on the required qualifications. In addition, the contractor shall pass the required VA inspection prior to any BOA award as well as adhere to the requirements of the Statement of Work.

**Sub-factor A: Technical Capability:** Provide the following information on each proposed contract provider:

- A. Provide relevant experience regarding the requirements of the Statement of Work.
- B. Provide Skills assessments, competencies and evaluation documenting performance
- C. Offeror's shall indicate which subcontractor, if any subcontractors will be used, and provide the necessary information for the subcontractor's personnel.

**Sub-factor B: MANAGEMENT CAPABILITY:** Provide the following information detailing how the offeror will meet the requirements of the solicitation:

- A. Shall be certified under Title XVIII (Medicare or Title XIX (Medicaid) or have received special approval from Geriatrics and Extended Care Strategic Healthcare Group (GEC SHG).
- B. Must demonstrate and provide documentation showing proof of meeting all state licensing requirements including the state requirements pertaining to level of medical liability insurance (MLI).
- C. Shall demonstrate that it is in compliance with the most recent version of the Life Safety Code.

d. **SDVOSB AND VOSB STATUS:**

(1) For SDVOSBs/VOSBs: In order to receive credit under this evaluation subfactor, the Offeror shall submit a statement of compliance that it qualifies as an SDVOSB or VOSB in accordance with VAAR 852.215-70, Service-Disabled Veteran-Owned and Veteran-Owned Small Business Evaluation Factors. Offerors are cautioned that they must be registered and verified in Vendor Information Pages (VIP) database (<http://www.VetBiz.gov>).

(2) For Non-SDVOSBs/VOSBs: To receive some consideration under this evaluation subfactor, the Offeror must state in its proposal the names of SDVOSB(s) and/or VOSB(s) with whom it intends to subcontract, and provide a brief description and the approximate dollar values of the proposed subcontracts. Additionally, proposed SDVOSB/VOSB subcontractors must be registered and verified in Vendor Information Pages (VIP) database (<http://www.VetBiz.gov>) in order to receive some consideration under this evaluation factor.

(3) *Past performance in meeting VA's department-wide SDVOSB subcontracting goals for 2012 and 2011:* To receive some consideration under this evaluation subfactor, the Offeror shall submit information which evidences the offeror's past performance in meeting VA's department-wide SDVOSB subcontracting goals for 2012 and 2011. The SDVOSB subcontracts included in this past performance must have been performed by SDVOSB firms registered and verified in the Vendor Information Pages (VIP) database (<http://www.VetBiz.gov>) prior to performance of the subcontract work in order to receive some consideration under this evaluation subfactor.

(4) At the Offeror's sole discretion, provide information in accordance with VAAR clause 852.219-72, Evaluation Factor for Participation in the VA Mentor-Protégé Program.

***NOTE: A best value pool may be established from the most highly rated proposals. The Government reserves the right to restrict the best value pool to the greatest number that shall permit an effective competition among the most highly rated proposals. The Government reserves the right to make an award, without discussions, based on the initial offer received.***

#### **SUBMISSION OF PROPOSALS:**

The proposal shall be submitted via U.S.P.S regular mail, commercial overnight delivery or hand-delivered. The proposal shall be addressed to the office specified in the solicitation and shall show the time and date specified for receipt, the solicitation number and name and address of the offeror.

Proposals shall be submitted as described below:

If submitting via U.S.P.S. regular mail, commercial overnight delivery or hand-delivered, submit the proposal to the following address:

Kevin Adkins

VA Illiana Healthcare System

1900 East Main Street

Building 102 Room 124C

Danville, Illinois 61832

#### ADDENDUM to FAR 52.212-1 INSTRUCTIONS TO OFFERORS—COMMERCIAL ITEMS

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

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

#### **E.2 52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS (JUL 2013)**

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

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

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

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

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

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

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

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

(i) In a criminal proceeding, a conviction.

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

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

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

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

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

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

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

(End of Provision)

### **E.3 52.216-1 TYPE OF CONTRACT (APR 1984)**

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

(End of Provision)

### **E.4 52.233-2 SERVICE OF PROTEST (SEP 2006)**

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

Kevin Adkins

Contract Specialist

Hand-Carried Address:

Department of Veterans Affairs

VISN 11 Network Contracting Office

Illiana Health Care System

1900 E. Main St.

Danville IL 61832-5100

Mailing Address:

Department of Veterans Affairs

VISN 11 Network Contracting Office

Illiana Health Care System

1900 E. Main St.

Danville IL 61832-5100



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

(End of Provision)

## **E.5 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.6 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.7 VAAR 852.233-71 ALTERNATE PROTEST PROCEDURE (JAN 1998)**

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

(End of Provision)

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

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

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

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

**E.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)

**E.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)

**E.10 VAAR 852.273-70 LATE OFFERS (JAN 2003)**

This provision replaces paragraph (f) of FAR provision 52.212-1. Offers or modifications of offers received after the time set forth in a request for quotations or request for proposals may be considered, at the discretion of the contracting officer, if determined to be in the best interest of the Government. Late bids submitted in response to an invitation for bid (IFB) will not be considered.

(End of Provision)

**FAR**

**Title**

**Date**

**Number**

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

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

**TECHNICAL CAPABILITY**

Sub-factor A: Technical Capability: Provide the following information on each proposed contract provider:

- A. Provide relevant experience regarding the requirements of the Statement of Work.
- B. Provide Skills assessments, competencies and evaluation documenting performance
- C. Offeror's shall indicate which subcontractor, if any subcontractors will be used, and provide the necessary information for the subcontractor's personnel.

Sub-factor B: MANAGEMENT CAPABILITY: Provide the following information detailing how the offeror will meet the requirements of the solicitation:

- A. Shall be certified under Title XVIII (Medicare or Title XIX(Medicaid) or have received special approval from Geriatrics and Extended Care Strategic Healthcare Group (GEC SHG).
- B. Must demonstrate and provide documentation showing proof of meeting all state licensing requirements including the state requirements pertaining to level of medical liability insurance (MLI).
- C. Shall demonstrate that it is in compliance with the most recent version of the Life Safety Code.

**PAST PERFORMANCE****PRICE****SDVOSB/VOSB STATUS**

Technical and past performance, when combined, are approximately equal to price.

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

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

(End of Provision)

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

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

(a) Definitions. As used in this provision--

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

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

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

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

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

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

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

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

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

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

"Sensitive technology"--

- (1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically--
  - (i) To restrict the free flow of unbiased information in Iran; or
  - (ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and
- (2) Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit pursuant to section 203(b)(3) of the International Emergency Economic Powers Act (50 U.S.C. 1702(b)(3)).

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

- (1) Means a small business concern--
  - (i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and
  - (ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.
- (2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

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

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

- (1) Directly by a parent corporation; or
- (2) Through another subsidiary of a parent corporation.

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

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

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

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

- (1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and
- (2) Whose management and daily business operations are controlled by one or more women.

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

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

(2) The offeror has completed the annual representations and certifications electronically via the SAM website accessed 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.

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

(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 to paragraphs (c)(8) and (9): 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.

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[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
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[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
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[List as necessary]

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

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

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

Other End Products:

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

[List as necessary]

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

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

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

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

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

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

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

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

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

(ii) Examples.

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

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

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

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

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

(1) Listed end products.

Listed End Product

Listed Countries of Origin

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

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

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

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

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

(2) ☐ Outside the United States.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(3) Taxpayer Identification Number (TIN).

☐ TIN: \_\_\_\_\_.

☐ TIN has been applied for.

☐ TIN is not required because:

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

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

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

(4) Type of organization.

☐ Sole proprietorship;

☐ Partnership;

☐ Corporate entity (not tax-exempt);

☐ Corporate entity (tax-exempt);

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

☐ Foreign government;

☐ International organization per 26 CFR 1.6049-4;

☐ Other \_\_\_\_\_.

(5) Common parent.

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

☐ Name and TIN of common parent:

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

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

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

(n) Prohibition on Contracting with Inverted Domestic Corporations--(1) Relation to Internal Revenue Code. An inverted domestic corporation as herein defined does not meet the definition of an inverted domestic corporation as defined by the Internal Revenue Code 25 U.S.C. 7874.

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

(i) It is not an inverted domestic corporation; and

(ii) It is not a subsidiary of an inverted domestic corporation.

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

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

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

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

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

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

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

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

(End of Provision)