

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30				1. REQUISITION NO. 531-15-3-063-0018		PAGE 1 OF 107	
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NO.		5. SOLICITATION NUMBER VA260-15-Q-0336	
6. SOLICITATION ISSUE DATE 02-27-2015		7. FOR SOLICITATION INFORMATION CALL: a. NAME Paul Richardson		b. TELEPHONE NO. (No Collect Calls) 208-429-2016		8. OFFER DUE DATE/LOCAL TIME 03-31-2015 0100 EST PM	
9. ISSUED BY Department of Veterans Affairs Network Contracting Office 20 960 Broadway Ave Suite 460 Boise ID 83702				10. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED OR <input checked="" type="checkbox"/> SET ASIDE: 100 % FOR: <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM <input type="checkbox"/> EDWOSB <input type="checkbox"/> 8(A) NAICS: 561320 SIZE STANDARD: \$27.5 Million			
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input checked="" type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS NET 30 Days		13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) <input type="checkbox"/>		13b. RATING N/A	
14. METHOD OF SOLICITATION <input checked="" type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP				15. DELIVER TO Department of Veterans Affairs Boise VA Healthcare System 500 Fort Street Boise ID 83702			
16. ADMINISTERED BY Department of Veterans Affairs Network Contracting Office 20 960 Broadway Ave Suite 460 Boise ID 83702				17a. CONTRACTOR/OFFEROR CODE FACILITY CODE			
18a. PAYMENT WILL BE MADE BY Department of Veterans Affairs FMS-VA-2(101) Financial Services Center PO Box 149971 Austin TX 78714-9971				19. TELEPHONE NO. DUNS: DUNS+4:			
20. TELEPHONE NO. DUNS: DUNS+4:				21. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER <input type="checkbox"/>			
22. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM				23. 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER <input type="checkbox"/>			
19. ITEM NO.		20. See CONTINUATION Page SCHEDULE OF SUPPLIES/SERVICES		21. QUANTITY		22. UNIT	
						23. UNIT PRICE	
						24. AMOUNT	
		The VHA Network Contracting Office 20 is soliciting for Nursing Staff for the Boise VA Healthcare System area under FAR Part 13. Reference section 2 of the attached PWS for the specific type of nursing staff and locations. Interested parties are advised to pay special attention to the instructions in the Basis of Selection section of the solicitation, page 106. Multiple vendors maybe selected for this proposal. Quantities are estimates only. It is a violation of the Federal Acquisition Regulation for vendors and Government employees to discuss the solicitation prior to award. All communications are required to take place between interested offerors and the Contract Specialist listed in block 7a, above. Offerors are advised that any communication with employees of the affected VA Medical Centers regarding this competitive solicitation may result in a determination by the contracting Officer that they are no longer eligible to be considered for award. (Use Reverse and/or Attach Additional Sheets as Necessary)					
25. ACCOUNTING AND APPROPRIATION DATA See CONTINUATION Page				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 One COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED				29. AWARD OF CONTRACT: REF. OFFER DATED YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN IS ACCEPTED AS TO ITEMS:			
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)			
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) Mark A. Erickson Contracting Officer		31c. DATE SIGNED	

Table of Contents

SECTION A.....	1
A.1 SF 1449 SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS.....	1
SECTION B - CONTINUATION OF SF 1449 BLOCKS.....	4
B.1 CONTRACT ADMINISTRATION DATA.....	4
B.2 PERFORMANCE WORK STATEMENT	6
APPENDIX A - SPECIAL CONTRACT REQUIREMENTS.....	14
APPENDIX B - VA INFORMATION AND INFORMATION SYSTEM SECURITY/ PRIVACY	17
APPENDIX C - BACKGROUND INVESTIGATIONS PROCESS.....	22
APPENDIX D - CONTRACTOR RULES OF BEHAVIOR.....	24
APPENDIX E - CONTRACTOR EMPLOYEES LEGAL STATUS.....	28
B.3 PRICE/COST SCHEDULE	29
B.4 DELIVERY SCHEDULE.....	41
SECTION C - CONTRACT CLAUSES	45
C.1 52.212-4 CONTRACT TERMS AND CONDITIONS—COMMERCIAL ITEMS (DEC 2014).....	45
C.2 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS—COMMERCIAL ITEMS (DEC 2014)	51
C.3 52.216-18 ORDERING (OCT 1995)	57
C.4 52.216-19 ORDER LIMITATIONS (OCT 1995).....	57
C.5 52.216-21 REQUIREMENTS (OCT 1995) ALTERNATE III (OCT 1995)	58
C.6 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999).....	59
C.7 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000).....	59
C.8 52.233-1 DISPUTES (MAY 2014)	59
C.9 52.203-17 CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (APR 2014)	60
C.10 52.232-40 PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS (DEC 2013).....	61
C.11 52.237-2 PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION (APR 1984).....	61
C.12 VAAR 852.203-70 COMMERCIAL ADVERTISING (JAN 2008).....	61
C.13 VAAR 852.203-71 DISPLAY OF DEPARTMENT OF VETERAN AFFAIRS HOTLINE POSTER (DEC 1992).....	62
C.14 VAAR 852.232-72 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS (NOV 2012).....	62
C.15 VAAR 852.237-7 INDEMNIFICATION AND MEDICAL LIABILITY INSURANCE (JAN 2008)	63
C.16 VAAR 852.237-70 CONTRACTOR RESPONSIBILITIES (APR 1984).....	64
SECTION D - CONTRACT DOCUMENTS, EXHIBITS, OR ATTACHMENTS	65
D.1 QUALITY ASSURANCE SURVEILLANCE PLAN.....	65
D.2 WAGE DETERMINATION.....	71

SECTION E - SOLICITATION PROVISIONS	81
E.1 52.209-5 CERTIFICATION REGARDING RESPONSIBILITY MATTERS (APR 2010)	81
E.2 52.212-1 INSTRUCTIONS TO OFFERORS—COMMERCIAL ITEMS (APR 2014)	82
E.3 52.212-2 EVALUATION—COMMERCIAL ITEMS (OCT 2014)	86
E.4 52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS—COMMERCIAL ITEMS (DEC 2014).....	87
E.5 52.217-5 EVALUATION OF OPTIONS (JUL 1990)	100
E.6 52.233-2 SERVICE OF PROTEST (SEP 2006)	100
E.7 VAAR 852.209-70 ORGANIZATIONAL CONFLICTS OF INTEREST (JAN 2008)	101
E.8 VAAR 852.233-70 PROTEST CONTENT/ALTERNATIVE DISPUTE RESOLUTION (JAN 2008)	101
E.9 VAAR 852.233-71 ALTERNATE PROTEST PROCEDURE (JAN 1998)	102
E.10 VAAR 852.270-1 REPRESENTATIVES OF CONTRACTING OFFICERS (JAN 2008)	102
E.11 VAAR 852.271-70 NONDISCRIMINATION IN SERVICES PROVIDED TO BENEFICIARIES (JAN 2008)	102
E.12 VAAR 852.273-70 LATE OFFERS (JAN 2003).....	103
E.13 VAAR 852.273-74 AWARD WITHOUT EXCHANGES (JAN 2003).....	103
E.14 BASIS OF SELECTION	104

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: To Be Determined

a. CONTRACTOR: To Be Determined

b. GOVERNMENT: Contracting Officer 00260
Department of Veterans Affairs
Network Contracting Office 20
960 Broadway Ave. Suite 460
Boise, ID 83702-4598

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

- ☐ 52.232-34, Payment by Electronic Funds Transfer—Other Than System For Award Management, or
☐ 52.232-36, Payment by Third Party

3. INVOICES: Invoices shall be submitted in arrears:

- a. Quarterly ☐
b. Semi-Annually ☐
c. Other [Monthly]

4. GOVERNMENT INVOICE ADDRESS: All Invoices from the contractor shall be submitted electronically in accordance with VAAR Clause 852.232-72 Electronic Submission of Payment Requests.

Department of Veterans Affairs
FMS-VA-2(101)
Financial Services Center
PO Box 149971
Austin TX 78714-9971

Invoicing shall be in accordance with the requirements of The Department of Veterans Affairs (VA) Financial Services Center (VAFSC). The latest information shall be used for invoicing and payments and may change during the Period of Performance of this acquisition. Invoice requirements are currently as follows: Invoice Number, Invoice Date, Purchase Order Number, Unit Price, Quantity and Unit of Measure, Total Invoice Price, Ship-To Location Name and/or code, Receipt of Goods/ Services, Invoice Payment Terms.

Current Invoicing information is located at <http://www.fsc.va.gov/einvoice.asp>. It states:

4.1. FSC Mandatory Electronic Invoice Submission: The Department of Veterans Affairs published a final rule in the Federal Register on November 27, 2012 to require contractors to

submit payment requests in electronic form in order to enhance customer service, departmental productivity, and adoption of innovative information technology, including the appropriate use of commercial best practices. The rule is effective December 27, 2012.

4.2. Vendor Electronic Invoice Submission Methods: Facsimile, e-mail, and scanned documents are not acceptable forms of submission for payment requests. Electronic form means an automated system transmitting information electronically according to the accepted electronic data transmission methods below:

4.3. VA's Electronic Invoice Presentment and Payment System – The FSC uses a third-party contractor, OB10, to transition vendors from paper to electronic invoice submission. Please see OB10 contact information below to begin submitting electronic invoices, free of charge.

4.4. A system that conforms to the X12 electronic data interchange (EDI) formats established by the Accredited Standards Center (ASC) chartered by the American National Standards Institute (ANSI).

The X12 EDI Web site (<http://www.x12.org>).

4.5. Vendor e-Invoice Set-Up Information: Please contact OB10 at the phone number or email address listed below to begin submitting your electronic invoices to the VA Financial Services Center for payment processing, free of charge. If you have question about the e-invoicing program or OB10, please contact the FSC at the phone number or email address listed below:

- a. OB10 e-Invoice Setup Information: 1-877-489-6135;
- b. OB10 e-Invoice email: VA.Registration@ob10.com;
- c. FSC e-Invoice Contact Information: 1-877-353-9791; and
- d. FSC e-invoice email: vafscshd@va.gov .

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

AMENDMENT NO	DATE

B.2 PERFORMANCE WORK STATEMENT

LOCUM TENENS SUPPLEMENTAL NURSING STAFF FOR BOISE VA HEALTHCARE SYSTEM

1.0. INTRODUCTION:

The Boise VA Healthcare System (BVAHS) is currently experiencing peaks in workload which require additional nursing support. The primary purpose of this Contract will be to supplement BVAHS nursing staff. The services under this contract will provide on call licensed Registered Nurses (RN), Licensed Practical Vocational Nurses (LP/VN) or Certified Nursing Assistants (CNA) to cover shifts on a medical/surgical floor or specialty area. The contractor is to provide staff on an as needed, intermittent basis to cover shifts unexpectedly required due to high census or low staffing.

Yearly Minimum and Maximum Orders:

Medical/Surgical Nurse:	Minimum Order: 200Hrs	Max Order: 2800
Certified Nursing Assistant:	Minimum Order: 200Hrs	Max Order: 1200
Sitters:	Minimum Order: 20Hrs	Max Order: 400

2.0. SCOPE OF WORK:

2.1. Personnel will work any eight (8) hour shift, shifts are five (5) days per week with 30 minutes for lunch / dinner. Rotating weekends and Holidays shifts maybe required and hours will vary. There may be on-call duty for these positions.

2.2. Services provided shall include but not limited to the following:

2.2.1 Medical/Surgical Nurse:

- a. The position requires independent judgment and nursing actions, flexibility, organizational skills, and the ability to utilize an inter-disciplinary approach in the provision of nursing care.
- b. Performs nursing functions related to physician prescribed treatments.
- c. Administers medications and intravenous therapy.
- d. Provides age-specific care for adult, older patient (65-74) and geriatric (over 75) patients/groups including the following elements related to the aging process; promotes independence; encourages self-care; involves family or designated caregiver with care; provides any necessary safety measures; and assists patient to cope with and/or compensate for changes affecting mobility, balance, loss, cognition, eye sight, hearing, bones, skin and thermoregulation. Assesses age-specific care requirements and develops an appropriate plan of care.
- e. Anticipates emergencies, coordinates prevention, and evaluates responses through critical analysis of patient situations.
- f. Performs duties according to the competency checklist for the assigned areas.
- g. Provides the care of the patients in assigned area through assessing patients' status,

- identifying intervention and evaluating outcomes.
- h. In those areas where patient records are on-line, the Contract Nurse will input electronically. BVAHS COR will provide training.
 - i. Staff is responsible for Patient safety at all times and must immediately report any incident which may compromise patient safety to the RNOD .

2.2.2 Sitter:

- a. Sits with a patient for the entire shift scheduled. When the veteran is sleeping, the sitter will sit with the patient to ensure the veteran is comfortable and alerts the nursing staff if any care needs are noted.
- b. Interacts with the veteran verbally, engaging in conversation that appeals to the Veteran
- c. Plays card games or other interactive activities as appropriate at the bed side
- d. Pushes veteran's wheelchair or walks with veteran as appropriate
- e. Asks for Nursing assistance any time a care need is noted.
- f. Applies age-specific elements are incorporated into interactions for older patient (65-74) and geriatric (over 75) patients/groups including the following elements related to the aging process; promotes independence; encourages self-care; involves family or designated caregiver with care; provides any necessary safety measures; and assists patient to cope with and/or compensate for changes affecting mobility, balance, loss, cognition, eye sight, hearing, bones, skin and thermoregulation.
- g. Anticipates emergencies, coordinates prevention and evaluates responses through critical analysis of patient situations.
- h. Performs duties according to the competency checklist for the assigned areas.
- i. Staff is responsible for Patient safety at all times and must immediately report any incident which may compromise patient safety to the RNOD .

2.3. Location of Services: Services will be provided at the Boise VA Medical Center and the Community Based Outpatient Clinics (CBOC) in Caldwell and Mountain Home, Idaho. Candidates must be located within a 50-mile radius of the VA Medical Center, Boise, ID.

Street Addresses:

Boise VA Medical Center
500 Fort Street
Boise, ID 83702

Caldwell Idaho Community Based Outpatient Clinic
4521 Thomas Jefferson Street
Caldwell, ID 83605

Mountain Home Idaho Outpatient Clinic
815 North 6th East
Mountain Home, ID 83647

3.0. PROVIDER QUALIFICATIONS:

- 3.1. The Contractor shall provide resumes demonstrating that the intended providers fulfill the following requirements:

Number of resumes to be initially provided for each position:

Seven (7) RN's LPNS
Ten (10) CNA's
Ten (10) Sitters

3.1.1 RNs and LPNs

- a. Contract employees practices as a registered nurse or licensed practical/vocational nurse in providing patient care as assigned.
- b. Contract employees must have current valid and unencumbered license in a State, Territory or Commonwealth of the United States or the District of Columbia.
- c. Contract employees must have a minimum of two years' experience within the last five (5) years in the area of assignment.
- d. Contract employees must have competency in the area of assignment.
- e. Contract employees provided in adult critical care areas must have a current certification in Advanced Cardiac Life Support (ACLS).
- f. Contract employees providing care in other than an adult critical care area must have a current certification in Basic Life Support (BLS).
- g. Contract employees education level of a BSN preferred but not required.

3.1.2 Certified Nursing Assistants (CNA):

- a. Contract CNA employees must hold a current certification as a Certified Nursing Assistant.
- b. Be certified in Basic Life Support (BLS)
- c. Must possess competency in the area of assignment and have six (6) months of general experience and have one (1) year above high school with courses related to the occupation.

3.1.3 Sitter:

- a. Contract Sitter employees must be certified in Basic Life Support.

4.0. GENERAL REQUIREMENTS:

4.1. The services to be performed by the Contractor shall be performed in accordance with VA policies and procedures and the regulations of the Medical Staff Bylaws of the Boise VA Healthcare System.

4.2. The services to be performed by the Contractor will be under the direction of the Chief of Staff, at each facility where services are provided within the Boise VA Healthcare System.

4.3. The Contractor's employees must be present at the VA facility during working hours and must be performing the required services identified in the Performance Work Statement (PWS), or the cost will be decreased accordingly during each billing cycle. The payments for holiday time (for work performed in the case of an emergency) and for any leave, including sick leave or vacation time, are the responsibility of the Contractor.

4.4. The Contractor shall be required to use the hospital computer system, to include but not limited to checking electronic reports on a daily basis for accuracy and completeness, writing orders (i.e. Lab, consults, and admission) and approving patient results via electronic signature. It is the responsibility of Contractor physician to ensure that all CPRS (Computerized Patient Record System) entries are signed off before leaving the facility.

4.5. The parties agree that providers of said services shall not be considered VA employees for any purpose, and shall be considered employees of the Contractor.

4.6. The Contractor shall be responsible for protecting the personnel furnishing services under this contract. To carry out this responsibility, the Contractor shall provide the following for those personnel:

- a. Worker's compensation;
- b. Professional liability insurance;
- c. Health examinations;
- d. Income tax withholding; and
- e. Social security payments.

4.7. The services covered by this contract shall be furnished by the Contractor during work hours as defined herein. The Contractor may be required to work outside of regular hours as directed by the Contracting Officer or Contracting Officers Representative.

4.8. The following terms have the stated meanings:

4.8.1.

- a. Day = 7:00 AM to 3:30 PM Monday thru Friday.
- b. Evening = 3:00 PM to 11:30 PM Monday thru Friday.
- c. Nights = 11:00 PM to 7:30 PM Sunday thru Thursday.
- d. Weekend = 11:00 PM Friday thru 11:00 PM Sunday.
- e. Holiday Hours = the 24 hours of the federal holiday.

4.9. Work Schedule: 8-hour daily work schedule, not including lunch, within business hours as defined above, as established by the Nurse Manager. There will be no more than 40 hours per week and no more than 5 days per week.

4.10. Overtime: It is not the intent of the VA to use overtime. Overtime must be pre-approved by the BVAHS Contracting Officer's Representative (COR). Overtime will not be allowed for contractor staff to complete charts.

4.11. Overtime will be considered anything in excess of forty (40) hours per week. To receive overtime for hours worked in excess of 40 hours per week, the 40 hours plus the overtime hours must take place at the BVAHS.

4.12. Work days and work hours are subject to change based on the need of the facility and need of the veterans being served. Five day work schedules may include weekends and holidays.

4.13. National holidays: The ten holidays observed by the federal government are:

New Year's Day
Martin Luther King, JR's Birthday
President's Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Veterans Day
Thanksgiving Day
Christmas Day
Plus any other day specifically declared by the President of the United States to be a federal holiday.

4.14. A record keeping system, maintained by RNOD, Clinical Coordinator or Administrative Officer., will verify services rendered or designee, who assures the VA, pays for only those services actually requested.

4.15. Transportation costs will not be provided by the BVAHS. Contract employees must be present at the BVAHS and actually be performing the required services for payment. Payment for any leave, including sick leave or vacation time, and holiday pay is the responsibility of the contractor.

4.16. Time spent on meal break is not compensated under this agreement. To receive compensation for a missed meal break, the RNOD/Bed Staffing Coordinator or Clinical Coordinator must be notified prior to the end of the shift

4.17. The contractor's employee daily timesheet may only be approved by the RNOD, Clinical Coordinator or Administrative Officer. If the contract employee needs to work more than their scheduled tour, they must call the RNOD, Clinical Coordinator or Administrative Officer in advance to receive approval. This includes paid time for missed meal breaks. Requests for additional paid time, beyond the prescheduled tour, at the end of the tour will not be approved.

4.18 In the event that pre-scheduled personnel are not available, contractor is required to contact the VA Medical Center via telephone within two (2) hours of start of an assigned shift. Contact shall be to the Nursing Service Administrative Officer at (208) 422-1393 during normal business hours, 7:30 AM to 4:00 PM. If not available or during all other hours and Holidays, contact the Registered Nurse of the Day (RNOD) at (208) 422-1000, ask for pager 151. Verbal contact for cancellation is required. Phone messages and emails may be used as a follow up.

4.19 The BVAMC shall contact the contractor within two (2) hours of start of shift if scheduled personnel are no longer required. In the event BVAMC does not notify the contractor within two (2) hours of the start of a shift that pre-scheduled personnel are no longer required, contractor will invoice the Department of Veteran Affairs Medical Center not to exceed two (2) hours compensation for the specific type of service.

4.20 Contract employees are required to have all computer access codes when they arrive for duty. If the contract personnel do not have computer access codes, they may be sent home without compensation charged to the BVAMC.

4.21 Contract employees are required to check-in prior to the beginning of each scheduled shift and check-out at the end of each shift with the RNOD, Clinical Coordinator or Administrative Officer.

4.22 The BVAHS reserves the right to approve/disapprove any personnel referred for service under this agreement.

4.23. All contract employees will attend to patients needs in a timely manner.

4.24. The Government will evaluate the quality of professional and administrative services provided, but retain no control over the medical, professional aspects of services rendered (e.g., professional judgments, diagnosis for specific medical treatment). Focused Provider Practice Evaluation (FPPE), Ongoing Provider Practice Evaluation (OPPE), and other monitoring reported to the cognizant facility Medical Executive Board as defined by the Rules and Bylaws of the Medical Staff; clinical performance measures and clinical reminder completion as monitored at the service level and reported to the COR by exception (i.e., failure to meet); and workload monitoring via review of schedules and the Primary Care Management Module (PCMM) panel management reports. The method by which services will be evaluated is described in the Quality Assurance Surveillance Plan (QASP) in section D.1, below.

4.25. Placement Fees: If a contractor employee decides to apply for and is offered a VA civil servant position, the contractor physician will finish the current commitment (e.g., 13 week assignment) under this contract. The VA will not pay recruitment placement fees to the contractor.

5.0 Ordering Instructions:

5.1 The Contracting Officer will appoint individuals identified as Contracting Officer's Representatives (COR's), in writing, who are authorized to place individual orders under this Contract. These individuals may issue individual verbal or written orders to the Contractor(s) for nursing support. The terms and conditions of this Contract will be applicable to the resulting contract (individual orders).

5.2 The Contractor will be provided a list after award of VA employees within Nursing Service (118) at the BVAHS who are authorized to place orders and certify receipt for payment. The BVAHS has the right to order services under contract up to four (4) hours before a scheduled tour begins. The contractor is not obligated to provide support for notice less than four (4) hours.

5.3 BVAHS will not pay for services ordered by unauthorized individuals.

6.0 Pre-Work Requirements:

6.1 Contractor will direct each proposed contract nursing staff to complete a competency Assessment, orientation modules and the Experience Verification List (will be forwarded after award) the BVAHS, 72 hours in advance of orientation.

6.2 Contractor will also provide to the BVAMC, **72 hours before scheduled orientation**, copies of the following: valid driver's license or other photo identification, current nursing license and ACLS or BLS Certificate, proof of current Tuberculosis Skin Test results or medical evidence to indicate no active disease, evidence of Hepatitis-B vaccine or waiver and proof of HIPAA requirements.

6.3 Contractor to provide Personnel Requirements Certification Statement, (will be forwarded after award), to be submitted on Agency Letterhead 72 hours before scheduled orientation of work assignment at the BVAMC.

7.0 Orientation:

7.1 Contractor is required to provide a pool of qualified Registered Nurses, Licensed Practical Nurses and Certified Nursing Assistants to be trained by the BVAMC in advance of any work hours. Contractor is to fill VA requirements from this pool. Contractor is responsible for the first eight hours of cost for staff to attend facility orientation at Boise VAMC. The Department of Veterans Affairs Medical Center will provide up to 16 hours of facility orientation for contract employees on a pre-scheduled basis. Contract employees that complete the facility orientation will be schedule to orient on a med/surg unit for one shift. Orientation will be provided once a quarter and will be pre-scheduled through the Nursing Service Administrative Officer.

7.2 Additional RN orientation is required for specialty areas. The number of hours of orientation may vary depending on the specialty and the RNs experience. This additional time may be charged to Boise VAMC.

8.0 Appearance: Contract employees shall wear agency identification badge as well as VA badge at all times while on the premises of the BVAHS. The VA badge must be signed out from the VA Nursing Service Administrative Officer or RNOD at the beginning of each shift. Badge must be signed in at the end of the shift. Badges are not to leave VA property.

- a. All Contract employees shall maintain a neat personal appearance and maintain a professional decorum.
- b. Uniforms are not required, scrub suits may be worn.
- c. Contract employees are required to wear closed-toed shoes at all times when working at the BVAMC.
- d. Contract employees shall not wear heavy perfume and may not have any exposed body piercings (except for earrings).
- e. Contract employees shall wear special protective clothing when required. These protective clothing items will be supplied by the BVAMC and will remain the property of the BVAMC. Damage to this clothing will be at the Contractor's expense.
- f. Artificial nails or extenders are not to be worn by contract employees. No appliques to fingernails. Fingernails are to be kept trimmed to ¹/₄ inch beyond the tip of the finger. Polished nails are allowed as long as the polish is not chipped.

9.0 Identification, Parking, Smoking and VA Regulations: It is the responsibility of the Contractor to park in the appropriate designated parking lots. The BVAHS will not validate or make reimbursement for parking violations of the Contractor under any conditions.

- a. Smoking is prohibited inside any buildings at the BVAHS.
- b. Possession of weapons is prohibited. Enclosed containers, including tool kits, shall be subject to search.
- c. Violations of BVAHS regulations may result in citation answerable in the United States (Federal) District Court, not a local district, state, or municipal court.
- d. Current BVAHS employees shall not work at BVAHS as supplemental staff for the contractor.

10.0 Infection Control Compliance

10.1. Contractor shall provide written certification of training compliance with the Bloodborne Pathogens Standards, 29 CFR Part 1910.1030 (copy available on request) to the COR, prior to Contractor compensating work shall receive certification.

10.2. MANTOUX TESTING

10.2.1. Contractor shall provide evidence to the COR:

- a. Negative PPD test within fourteen (14) calendar days prior to employee beginning service. If an earlier PPD test was given over twelve (12) months previously, the current test shall be a 2-step Mantoux test;
- b. Medical evidence that personnel are disease free for personnel having a positive PPD.
- c. A regular annual re-testing program for TB shall be established and maintained by the Contractor. Contractor shall provide evidence of retests to COR within ten (10) calendar days of retest.

10.3 HEPATITIS B VACCINATION.

10.3.1. The Contractor shall consider the need for Hepatitis B vaccine and vaccination series within ten (10) days of contract employment and follow-up if there has been an exposure incident. VA shall not provide the vaccine or vaccination series.

10.3.2. VA Form 10-5549c, Information About Hepatitis B Vaccine (Recombinant), Consent Form, or VA Form 10-549d, Hepatitis B Vaccine Declination (Mandatory) shall be submitted to the COR within thirty (30) days of waiver, or completion of the first in the series of the Hepatitis B vaccine, and at completion of the vaccination series.

10.4. Training for Infection Control and Safety

10.4.1. VA shall provide training for infection control and safety including standard precautions, electrical safety, fire safety, and a general orientation of safe work practices.

10.4.2. VA shall provide personal protective equipment (PPE), as required, as well as training on use. Failure to return items issued to the Contractor's employee following termination of employment shall result in a charge against payment of the Contractor's invoice.

11.0 Risk Control: Contract staff must be generally acquainted with the hospital fire and disaster procedures, infection control, hand hygiene practices and other policies and practice required for patient care. Contract employee will complete an Orientation Workbook prior to attending orientation. BVAHS COR shall be responsible to provide onsite orientation to the medical center.

APPENDIX A - SPECIAL CONTRACT REQUIREMENTS

1.0. INTRODUCTION: Under the authority of Public Law 104-262 and 38 USC 8153, the Contractor agrees to provide Health Care Resources in accordance with the terms and conditions stated herein, to furnish to the Boise VA Healthcare Systems, the services and prices specified in the Performance Work Schedule of this contract. This is an estimated quantity task order to be written against a master contract under the National Acquisition Center (NAC) Federal Supply Schedule (FSS) for commercial healthcare services. Award will be made for non-personal health care services, as defined in FAR 37.01, under which the Contractor is an independent contractor, may be awarded from this Solicitation. The Government may evaluate the quality of professional and administrative services provided, but retains no control over the medical, professional aspects of services rendered (e.g., professional judgments, and/or diagnosis for specific treatment).

North American Industry Classification System (NAICS) Code 561320 applies to this acquisition. See FAR clause titled 52.212-1 Instructions to Offerors- Commercial Items.

2.0. SERVICES:

2.1. The services specified in the Special Contract Requirements and the Price/Cost Schedule, may be changed by written modifications in accordance with FAR Part 43.103, Types of Contract modifications.

2.2. The services to be performed by the Contractor at their facilities will be performed in accordance with the Contractor's policies and procedures and the regulations of the medical staff by laws.

3.0. TERM OF CONTRACT: This contract is effective for an initial period of June 1, 2015 – Sept 30, 2015 with four one year option periods. The contract is subject to the availability of funds. The VA will assign no new cases after Sept 30 of any year unless the Contracting Officer exercises an option and provides documentation of approved funding.

4.0. QUALIFICATIONS: Personnel assigned by the Contractor to perform the services covered by this contract shall be qualified in accordance with section 2.0, Provider Qualifications, of the Performance Work Statement.

7.0. CONTRACT PERFORMANCE MONITORING: The VA Healthcare System Contracting Officer's Representative (COR) appointed by the Contracting Officer (CO) will be the Government official responsible for monitoring Contractor compliance under this contract. After contract award, any incidents of Contractor noncompliance as evidenced by the monitoring procedures shall be forwarded immediately to the Contracting Officer.

8.0. COMPLIANCE WITH VETS-100 REPORTING REQUIREMENTS: In accordance with Public Law 105-359, section 1354 (enacted November 30, 1998); awards will not be made under this solicitation unless the Contracting Officer is able to confirm that the offeror is registered with the Department of Labor, VETS-100 certification and has complied with requirements to file a VETS-100 report for the preceding fiscal year under Title 38 Section 4212(d). The contracting officer may require the offeror to furnish evidence of filing. For questions and information on filing VETS-100 reports, contact the VETS-100 Processing Center at (703) 461-2460. NOTICE – Federal Acquisition Clause 52.222-37 Employment Reports on Disabled Veterans and Veterans of the Vietnam Era is incorporated by reference in this contract. Public Law (P.L.) 105-339, Section 1354 provides that no agency may enter into a contract with a Contractor who has not filed a VETS-100 report for the preceding year under Title 38 Section 4212(d). A contract can be placed with that Contractor as soon as the report required by Section 4212(d) for the fiscal year concern is filed with the Department of Labor. P.L. 105-339 also increased the threshold of covered contracts and subcontracts from \$10,000 to \$25,000. You are therefore strongly urged to

complete this report as soon as possible to avoid delays in the contract award process. This can be done “on-line” at www.vets100.cudenver.edu/

9.0. CONTRACT MODIFICATIONS: The Contracting Officer is the only person authorized to approve changes or modify any of the requirements under this contract. The Contractor shall communicate with the Contracting Officer on all matters pertaining to contract administration. Only the Contracting Officer is authorized to make commitments or issue changes that will affect price, quantity, or quality of performance of this contract. In the event the Contractor effects any such change at the direction of any person other than the Contracting Officer, the change shall be considered to have been made without authority and no adjustment will be made in contract price to cover any increase in prices incurred as a result thereof. The Contractor must obtain written authorization from the Contracting Officer for any services required outside the scope of work provided herein.

10.0. MEDICAL RECORDS:

11.1. Medical records and other patient information shall be provided pursuant to VA policy and standards which are designed to protect the confidentiality of the patient’s medical records in accordance with applicable state and federal laws and recognized standards of professional practice. It will be the responsibility of the VA Healthcare System to obtain and provide evidence of patient’s written authorization prior to release of patient information to non VA physicians working on behalf of the Contractor.

11.2. When the patient is released from inpatient care, Contractor shall provide the VA with copies of all inpatient records, upon request and in compliance with Contractor’s policies and procedures related to release of information.

11.0. PAYMENT:

11.1. The Contractor shall provide monthly invoices in arrears that reference the task order number and the IFCAP PO number, the Contract Line Item Number(s) (CLIN), unit of issue, unit price and total amount.

11.2. The VA agrees to reimburse the Contractor according to the terms of the contract for services performed under this contract.

11.3. Sums due to the Contractor will be paid within 30 days of receipt of a properly prepared claim submitted by the Contractor.

11.4. Claims submitted by the Contractor to the VA for services rendered a VA beneficiary under the terms of this Contract shall be in full. Neither the beneficiary, his/her insurer or any other third party shall be billed by the Contractor. This provision shall survive the termination or completion of this Contract.

11.5. Refer to Title 42 Code of Federal Regulations (CFR) Sections 412.4, 415.170, 415.172, 415.178, 415.180 and 415.190 as conditions of payment.

12.0. HIPAA COMPLIANCE: In accordance with 45 C.F.R. Parts 160, 162 and 164 (Health Insurance Portability and Accountability Act) and 38 U.S.C. 5701, 38 U.S.C. 5705, 38 U.S.C. 7332, 5 U.S.C. 552a (Privacy Act), the Parties agree to hold all individually identifiable health information as that term is defined in the Health Insurance Portability and Accountability Act and regulations promulgated thereunder (collectively, “HIPAA”) shared with, transferred or transmitted to, or otherwise obtained by the Contractor on or from or on behalf of the VA in the course of the Contractor providing the services under this Contract (“Protected Health Information”) strictly confidential, and provide protections to prevent the unauthorized disclosure of such information, including, but not limited to the protection required by applicable federal, VA, state and local laws, policies and/or regulations regarding the security and the

confidentiality of patient health care information including, but not limited to, HIPAA. Specifically, the Contractor agrees as follows:

- a. To maintain safeguards as necessary to ensure that the Protected Health Information is not used or disclosed except as required to perform its obligations under the Contract, as expressly permitted herein or as required or permitted by law;
- b. To ensure that any sub-Contractors or agents to whom it provides Protected Health Information agree to the same restrictions and conditions that apply with respect to such information;
- c. To make available its internal practices, books and records relating to the use and disclosure of Protected Health Information to the Department of Health and Human Services or its agents as required by HIPAA;
- d. To incorporate any amendments or corrections to Protected Health Information when notified by the VA that the information is inaccurate or incomplete;
- e. To, at termination of this Contract and as feasible, return or destroy all Protected Health Information that it still maintains or archive to meet the Contractor's legal obligations related to retention of records;
- f. To ensure that, as to any Protected Health Information held by the Contractor, the Contractor policies are in place to allow access to that Protected Health Information by the subject of that information as required by HIPAA;
- g. To report to the VA any use or disclosure of Protected Health Information which is not allowed under the terms of the Contract. If at any time after the effective date of this Agreement it is determined that either party is in breach of this Section, the other party, in its sole discretion, may immediately terminate this Contract.

13.0. BAA The VA has recognized the Contractor as an entity that does not require a Business Associate Agreement (BAA) with their Contractors as long as they are conducting health care on VA's behalf. Hospital based healthcare services qualifies as a medical service. Therefore, no BAA is required.

14.0. TRAVEL EXPENSES REIMBURSEMENT: No travel expenses are authorized under this contract

APPENDIX B - VA INFORMATION AND INFORMATION SYSTEM SECURITY/ PRIVACY

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

2.0. ACCESS TO VA INFORMATION AND VA INFORMATION SYSTEMS:

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

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

2.3. Contract personnel who require access to national security programs must have a valid security clearance. National Industrial Security Program (NISP) was established by Executive Order 12829 to ensure that cleared U.S. defense industry contract personnel safeguard the classified information in their possession while performing work on contracts, programs, bids, or research and development efforts. The Department of Veterans Affairs does not have a Memorandum of Agreement with Defense Security Service (DSS). Verification of a Security Clearance must be processed through the Special Security Officer located in the Planning and National Security Service within the Office of Operations, Security, and Preparedness.

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

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

3.0. VA INFORMATION CUSTODIAL LANGUAGE:

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

3.2. VA information should not be co-mingled, if possible, with any other data on the contractors/subcontractor's information systems or media storage systems in order to ensure VA requirements related to data protection and media sanitization can be met. If co-mingling must be allowed to meet the requirements of the business need, the contractor must ensure that VA's information is

returned to the VA or destroyed in accordance with VA's sanitization requirements. VA reserves the right to conduct on site inspections of contractor and subcontractor IT resources to ensure data security controls, separation of data and job duties, and destruction/media sanitization procedures are in compliance with VA directive requirements.

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

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

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

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

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

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

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

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

3.11. Except for uses and disclosures of VA information authorized by this contract for performance of the contract, the contractor/subcontractor may use and disclose VA information only in two other

situations: (i) in response to a qualifying order of a court of competent jurisdiction, or (ii) with VA's prior written approval. The contractor/subcontractor must refer all requests for, demands for production of, or inquiries about, VA information and information systems to the VA contracting officer for response.

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

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

4.0. SECURITY INCIDENT INVESTIGATION:

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

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

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

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

5.0. LIQUIDATED DAMAGES FOR DATA BREACH:

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

5.2. The contractor/subcontractor shall provide notice to VA of a "security incident" as set forth in the Security Incident Investigation section above. Upon such notification, VA must secure from a non-

Department entity or the VA Office of Inspector General an independent risk analysis of the data breach to determine the level of risk associated with the data breach for the potential misuse of any sensitive personal information involved in the data breach. The term 'data breach' means the loss, theft, or other unauthorized access, or any access other than that incidental to the scope of employment, to data containing sensitive personal information, in electronic or printed form, that results in the potential compromise of the confidentiality or integrity of the data. Contractor shall fully cooperate with the entity performing the risk analysis. Failure to cooperate may be deemed a material breach and grounds for contract termination.

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

- a. Nature of the event (loss, theft, unauthorized access);
- b. Description of the event, including:
 - (1) date of occurrence;
 - (2) data elements involved, including any PII, such as full name, social security number, date of birth, home address, account number, disability code;
- c. Number of individuals affected or potentially affected;
- d. Names of individuals or groups affected or potentially affected;
- e. Ease of logical data access to the lost, stolen or improperly accessed data in light of the degree of protection for the data, e.g., unencrypted, plain text;
- f. Amount of time the data has been out of VA control;
- g. The likelihood that the sensitive personal information will or has been compromised (made accessible to and usable by unauthorized persons);
- h. Known misuses of data containing sensitive personal information, if any;
- i. Assessment of the potential harm to the affected individuals;
- j. Data breach analysis as outlined in 6500.2 Handbook, Management of Security and Privacy Incidents, as appropriate; and
- k. Whether credit protection services may assist record subjects in avoiding or mitigating the results of identity theft based on the sensitive personal information that may have been compromised.

5.4. Based on the determinations of the independent risk analysis, the contractor shall be responsible for paying to the VA liquidated damages in the amount of \$37.50 with a 3% increase per year per affected individual to cover the cost of providing credit protection services to affected individuals consisting of the following:

- a. Notification;
- b. One year of credit monitoring services consisting of automatic daily monitoring of at least 3 relevant credit bureau reports;

- c. Data breach analysis;
- d. Fraud resolution services, including writing dispute letters, initiating fraud alerts and credit freezes, to assist affected individuals to bring matters to resolution;
- e. One year of identity theft insurance with \$20,000.00 coverage at \$0 deductible; and
- f. Necessary legal expenses the subjects may incur to repair falsified or damaged credit records, histories, or financial affairs.

6.0. TRAINING:

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

- a. Sign and acknowledge (either manually or electronically) understanding of and responsibilities for compliance with the *Contractor Rules of Behavior*, relating to access to VA information and information systems;
- b. Successfully complete the *VA Cyber Security Awareness and Rules of Behavior* training and annually complete required security training;
- c. Successfully complete the appropriate VA privacy training and annually complete required privacy training; and
- d. Successfully complete any additional cyber security or privacy training, as required for VA personnel with equivalent information system access *[to be defined by the VA program official and provided to the contracting officer for inclusion in the solicitation document – e.g., any role-based information security training required in accordance with NIST Special Publication 800-16, Information Technology Security Training Requirements]*.

6.2. The contractor shall provide to the contracting officer and/or the COR a copy of the training certificates and certification of signing the Contractor Rules of Behavior for each applicable employee within 1 week of the initiation of the contract and annually thereafter, as required.

6.3. Failure to complete the mandatory annual training and sign the Rules of Behavior annually, within the timeframe required, is grounds for suspension or termination of all physical or electronic access privileges and removal from work on the contract until such time as the training and documents are complete.

APPENDIX C - BACKGROUND INVESTIGATIONS PROCESS

1.0. The following explains the current process for Background Investigations (BI) that are required for contractor personnel to have routine access to a facility and to authorize access to VA/Federally owned information systems. This applies to all contractor personnel performing services for the facility, including CBOC's (Community Based Outpatient Care). This must be completed prior to the start date. This is a federal law and is established under HSPD-12, FIPS Pub-201-1, EO 10450, and VA Directive 0710. **The process is specific and required beyond any additional agency credentialing and vetting processes.**

1.1. Contract employees shall wear agency identification badge as well as VA badge at all times while on the premises of the VAHS.

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

1.3 Contractor Security Investigation Requirements: Background Investigations (BI) that are required to give contractor personnel routine access to a facility and to authorize access to VA/Federally owned information systems. This is required of all contractor personnel performing services for the facility, including CBOC's (Community Based Outpatient Care). This must be completed prior to the start date.

1.3.1. This is a federal law and is established under HSPD-12, FIPS Pub-201-1, EO 10450, and VA Directive 0710. This process is specific and required beyond any additional agency credentialing and vetting processes.

1.3.2. Prior to commencing work, each contract employee, including any subcontract employees, must complete the following within five (5) business days of receiving this letter:

1.3.2.1. From the VHA Service Center (VSC) Human Resources website to obtain the most recent VSC Personnel Security Services Overview packet and other required forms (available under the "Security" heading): http://vaww.va.gov/VHASERVICECENTER/Human_Resources.asp

1.3.2.2. The contractor point of contact (POC) shall submit completed Contract Security Services Request Form (Form #1A/B) that lists all contract employees, including any subcontract employees, who will be working on the contract (or task/delivery order) to the Contracting Officer. Do NOT e-mail a document containing social security numbers unless the email is encrypted or the form is password protected.

1.3.2.3. Each contractor employee listed on the Contract Security Services Request Form (Form #1A/B) must complete the Optional Form 306. Send completed forms to VSCSecurity@va.gov or fax to 216-447-8025.

1.3.2.4. Each contractor employee listed on the Contract Security Services Request Form (Form #1A/B) must take the Contractor/Employee Fingerprinting Request Form (Form #2) and two forms of ID to their nearest VA facility to have their fingerprints submitted and the form completed and submitted in accordance with the instructions on the form. It is imperative for each applicant to take a copy of the Contractor/Employee Fingerprinting Request Form (Form #2) to the fingerprinting facility as it determines which facility is billed for the fingerprint submission and where the results are sent. Contractors can contact the Contracting Officer's Technical Representative or local VA facility for

assistance in scheduling an appointment. If a contractor employee is not located near a VA facility, he/she should contact VSC at VSCSecurity@va.gov for further instructions.

1.3.2.5. Each contractor employee listed on the Contract Security Services Request Form (Form #1A/B) must complete the PIV Sponsorship Form (Form #3) and submit it via encrypted e-mail to VSCSecurity@va.gov or fax to 216-447-8025.

1.3.2.6. As contract personnel are substituted and/or added to the contract (or task/delivery order), each individual must complete items 1-4 in this letter prior to commencing work.

1.3.2.7. Upon receipt of the screening decision from the VSC, the Contracting Officer will contact the contractor and determine when they can begin working.

1.3.2.8. Questions should be sent to VSCSecurity@va.gov.

1.4. Non US citizens will be required to submit a copy of their e-Verify record.

1.5. This contract requires a NACI level clearance. The NACI is a position sensitivity designation of low risk.

1.6. The Contractor shall complete Background Investigation applications, for all Contract Employees. Failure of the Contractor to provide a complete application may result in termination of the contract for cause.

1.7. All Contractor employees and subcontractors requiring access to VA computer networks are required to complete VA's Information Security and Privacy Awareness Training (ISPAT) training annually. The courses required are Privacy Policy (HIPPA) and VA ISPAT Training can be obtained from the Talent Management System at <https://www.tms.va.gov/plateau/user/login.jsp>. Documented proof in the form of a certificate must be provided to the Contracting Officer.

1.8. The contractor, when notified of an unfavorable determination by the Government, shall withdraw the employee from consideration from working under the contract, and at the request of the VA, submit another employee for consideration.

1.9. The contractor will notify the COR immediately when their employee(s) no longer require(s) access to VA computer systems.

1.10. Failure to complete the background Investigation process will result in possible termination of access. Any second BI request will require payment of the fees associated with reinitiating the NACI process from the Contractor.

APPENDIX D - CONTRACTOR RULES OF BEHAVIOR

This User Agreement contains rights and authorizations regarding my access to and use of any information assets or resources associated with my performance of services under the contract terms with the Department of Veterans Affairs (VA). This User Agreement covers my access to all VA data whether electronic or hard copy ("Data"), VA information systems and resources ("Systems"), and VA sites ("Sites"). This User Agreement incorporates Rules of Behavior for using VA, and other information systems and resources under the contract.

1.0. GENERAL TERMS AND CONDITIONS FOR ALL ACTIONS AND ACTIVITIES UNDER THE CONTRACT:

- a. I understand and agree that I have no reasonable expectation of privacy in accessing or using any VA, or other Federal Government information systems.
- b. I consent to reviews and actions by the Office of Information & Technology (OI&T) staff designated and authorized by the VA Chief Information Officer (CIO) and to the VA OIG regarding my access to and use of any information assets or resources associated with my performance of services under the contract terms with the VA. These actions may include monitoring, recording, copying, inspecting, restricting access, blocking, tracking, and disclosing to all authorized OI&T, VA, and law enforcement personnel as directed by the VA CIO without my prior consent or notification.
- c. I consent to reviews and actions by authorized VA systems administrators and Information Security Officers solely for protection of the VA infrastructure, including, but not limited to monitoring, recording, auditing, inspecting, investigating, restricting access, blocking, tracking, disclosing to authorized personnel, or any other authorized actions by all authorized OI&T, VA, and law enforcement personnel.
- d. I understand and accept that unauthorized attempts or acts to access, upload, change, or delete information on Federal Government systems; modify Federal government systems; deny access to Federal government systems; accrue resources for unauthorized use on Federal government systems; or otherwise misuse Federal government systems or resources are prohibited.
- e. I understand that such unauthorized attempts or acts are subject to action that may result in criminal, civil, or administrative penalties. This includes penalties for violations of Federal laws including, but not limited to, 18 U.S.C. §1030 (fraud and related activity in connection with computers) and 18 U.S.C. §2701 (unlawful access to stored communications).
- f. I agree that OI&T staff, in the course of obtaining access to information or systems on my behalf for performance under the contract, may provide information about me
- g. including, but not limited to, appropriate unique personal identifiers such as date of birth and social security number to other system administrators, Information Security Officers (ISOs), or other authorized staff without further notifying me or obtaining additional written or verbal permission from me.
- h. I understand I must comply with VA's security and data privacy directives and handbooks. I understand that copies of those directives and handbooks can be obtained from the Contracting Officer's Technical Representative (COR). If the contractor believes the policies and guidance provided by the COR is a material unilateral change to the contract, the contractor must elevate such concerns to the Contracting Officer for resolution.

i. I will report suspected or identified information security/privacy incidents to the COR and to the local ISO or Privacy Officer as appropriate.

2.0. GENERAL RULES OF BEHAVIOR:

a. Rules of Behavior are part of a comprehensive program to provide complete information security. These rules establish standards of behavior in recognition of the fact that knowledgeable users are the foundation of a successful security program. Users must understand that taking personal responsibility for the security of their computer and the information it contains is an essential part of their job.

b. The following rules apply to all VA contractors. I agree to:

(1) Follow established procedures for requesting, accessing, and closing user accounts and access. I will not request or obtain access beyond what is normally granted to users or by what is outlined in the contract.

(2) Use only systems, software, databases, and data which I am authorized to use, including any copyright restrictions.

(3) I will not use other equipment (OE) (non-contractor owned) for the storage, transfer, or processing of VA sensitive information without a VA CIO approved waiver, unless it has been reviewed and approved by local management and is included in the language of the contract. If authorized to use OE IT equipment, I must ensure that the system meets all applicable 6500 Handbook requirements for OE.

(4) Not use my position of trust and access rights to exploit system controls or access information for any reason other than in the performance of the contract.

(5) Not attempt to override or disable security, technical, or management controls unless expressly permitted to do so as an explicit requirement under the contract or at the direction of the COR or ISO. If I am allowed or required to have a local administrator account on a government-owned computer, that local administrative account does not confer me unrestricted access or use, nor the authority to bypass security or other controls except as expressly permitted by the VA CIO or CIO's designee.

(6) Contractors' use of systems, information, or sites is strictly limited to fulfill the terms of the contract. I understand no personal use is authorized. I will only use other Federal government information systems as expressly authorized by the terms of those systems. I accept that the restrictions under ethics regulations and criminal law still apply.

(7) Grant access to systems and information only to those who have an official need to know.

(8) Protect passwords from access by other individuals.

(9) Create and change passwords in accordance with VA Handbook 6500 on systems and any devices protecting VA information as well as the rules of behavior and security settings for the particular system in question.

(10) Protect information and systems from unauthorized disclosure, use, modification, or destruction. I will only use encryption that is FIPS 140-2 validated to safeguard VA sensitive

information, both safeguarding VA sensitive information in storage and in transit regarding my access to and use of any information assets or resources associated with my performance of services under the contract terms with the VA. Follow VA Handbook 6500.1, *Electronic Media Sanitization* to protect VA information. I will contact the COR for policies and guidance on complying with this requirement and will follow the COR's orders.

(11) Ensure that the COR has previously approved VA information for public dissemination, including e-mail communications outside of the VA as appropriate. I will not make any unauthorized disclosure of any VA sensitive information through the use of any means of communication including but not limited to e-mail, instant messaging, online chat, and web bulletin boards or logs.

(12) Not host, set up, administer, or run an Internet server related to my access to and use of any information assets or resources associated with my performance of services under the contract terms with the VA unless explicitly authorized under the contract or in writing by the COR.

(13) Protect government property from theft, destruction, or misuse. I will follow VA directives and handbooks on handling Federal government IT equipment, information, and systems. I will not take VA sensitive information from the workplace without authorization from the COR.

(14) Only use anti-virus software, antispyware, and firewall/intrusion detection software authorized by VA. I will contact the COR for policies and guidance on complying with this requirement and will follow the COR's orders regarding my access to and use of any information assets or resources associated with my performance of services under the contract terms with VA.

(15) Not disable or degrade the standard anti-virus software, antispyware, and/or firewall/intrusion detection software on the computer I use to access and use information assets or resources associated with my performance of services under the contract terms with VA. I will report anti-virus, antispyware, firewall or intrusion detection software errors, or significant alert messages to the COR.

(16) Understand that restoration of service of any VA system is a concern of all users of the system.

(17) Complete required information security and privacy training, and complete required training for the particular systems to which I require access.

3.0. ADDITIONAL CONDITIONS FOR USE OF NON- VA INFORMATION TECHNOLOGY RESOURCES:

a. When required to complete work under the contract, I will directly connect to the VA network whenever possible. If a direct connection to the VA network is not possible, then I will use VA approved remote access software and services.

b. Remote access to non-public VA information technology resources is prohibited from publicly-available IT computers, such as remotely connecting to the internal VA network from computers in a public library.

c. I will not have both a VA network line and any kind of non-VA network line including a wireless network card, modem with phone line, or other network device physically connected to my computer at the same time, unless the dual connection is explicitly authorized by the COR.

d. I understand that I may not obviate or evade my responsibility to adhere to VA security

requirements by subcontracting any work under any given contract or agreement with VA, and that any subcontractor(s) I engage shall likewise be bound by the same security requirements and penalties for violating the same.

4.0. STATEMENT ON LITIGATION:

This User Agreement does not and should not be relied upon to create any other right or benefit, substantive or procedural, enforceable by law, by a party to litigation with the United States Government.

5.0. ACKNOWLEDGEMENT AND ACCEPTANCE

I acknowledge receipt of this User Agreement. I understand and accept all terms and conditions of this User Agreement, and I will comply with the terms and conditions of this agreement and any additional VA warning banners, directives, handbooks, notices, or directions regarding access to or use of information systems or information. The terms and conditions of this document do not supersede the terms and conditions of the signatory's employer and VA.

Signature: _____

Print or Type Full Name: _____

Contractor Employee Company: _____

Position Title: _____

Office phone Number: _____

APPENDIX E - CONTRACTOR EMPLOYEES LEGAL STATUS

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

2.0. While performing services for the Department of Veterans Affairs, the Contractor shall not knowingly employ, contract or subcontract with an illegal alien; foreign national non-immigrant who is in violation their status, as a result of their failure to maintain or comply with the terms and conditions of their admission into the United States.

3.0. If the Contractor fails to comply with any requirements outlined in the preceding paragraphs or its Agency regulations, the Department of Veterans Affairs may, at its discretion, require that the foreign national who failed to maintain their legal status in the United States or otherwise failed to comply with the requirements of the laws administered by Homeland Security, Immigration and Customs Enforcement and the U.S Department of Labor, shall be prohibited from working at the Contractor's place of business that services Department of Veterans Affairs patient referrals; or other place where the Contractor provides services to veterans who have been referred by the Department of Veterans Affairs; and shall form the basis for termination of this contract for breach.

4.0. The Contractor agrees to obtain a similar certification from its subcontractors.

Signature: _____

Date: _____

Typed Name and Title: _____

Company Name: _____

This certification concerns a matter within the jurisdiction of an agency of the United States and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under 18 U.S.C. 1001.

B.3 PRICE/COST SCHEDULE

Item Information

NOTE: Quantities are estimates; the Contractor shall invoice for actual services performed, only

ITEM NUMBER	DESCRIPTION OF SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	Contract Period: Base POP Begin: 06-01-2015 POP End: 09-30-2015 RN; Standard Rate - The Contractor shall provide RN's in accordance with the attached PWS as hospital requirements dictate (Ref 2.3 for location of services).	400.00	HR	_____	_____
				—	
0002	Contract Period: Base POP Begin: 06-01-2015 POP End: 09-30-2015 RN; Overtime Rate - The Contractor shall provide RN's in accordance with the attached PWS as hospital requirements dictate (Ref 2.3 for location of services).	1.00	HR	_____	_____
				—	
0003	Contract Period: Base POP Begin: 06-01-2015 POP End: 09-30-2015 Specialty RN; Standard Rate - The Contractor shall provide Specialty RN's in accordance with the attached PWS as hospital requirements dictate (Ref 2.3 for location of services).	100.00	HR	_____	_____
				—	
0004	Contract Period: Base POP Begin: 06-01-2015 POP End: 09-30-2015 Specialty RN; Overtime Rate - The Contractor shall provide Specialty RN's in accordance with the attached PWS as hospital requirements dictate (Ref 2.3 for location of services).	1.00	HR	_____	_____
				—	

0005	Contract Period: Base POP Begin: 06-01-2015 POP End: 09-30-2015 LPN; Standard Rate - The Contractor shall provide LPN's in accordance with the attached PWS as hospital requirements dictate (Ref 2.3 for location of services).	200.00	HR	_____	_____
				-	
0006	Contract Period: Base POP Begin: 06-01-2015 POP End: 09-30-2015 LPN; Overtime Rate - The Contractor shall provide LPN's in accordance with the attached PWS as hospital requirements dictate (Ref 2.3 for location of services).	1.00	HR	_____	_____
				-	
0007	Contract Period: Base POP Begin: 06-01-2015 POP End: 09-30-2015 CNA; Standard Rate - The Contractor shall provide CNA in accordance with the attached PWS as hospital requirements dictate (Ref 2.3 for location of services).	300.00	HR	_____	_____
				-	
0008	Contract Period: Base POP Begin: 06-01-2015 POP End: 09-30-2015 CNA; Overtime Rate - The Contractor shall provide CNA in accordance with the attached PWS as hospital requirements dictate (Ref 2.3 for location of services).	1.00	HR	_____	_____
				-	
0009	Contract Period: Base POP Begin: 06-01-2015 POP End: 09-30-2015 Sitters; Standard Rate - The Contractor shall provide Sitters in accordance with the attached PWS as	100.00	HR	_____	_____
				-	

	hospital requirements dictate (Ref 2.3 for location of services).				
0010	Contract Period: Base POP Begin: 06-01-2015 POP End: 09-30-2015 Sitters; Overtime Rate - The Contractor shall provide Sitters in accordance with the attached PWS as hospital requirements dictate (Ref 2.3 for location of services).	1.00	HR	_____	_____
				-	
1001	Contract Period: Option 1 POP Begin: 10-01-2015 POP End: 09-30-2016 RN; Standard Rate - The Contractor shall provide RN's in accordance with the attached PWS as hospital requirements dictate (Ref 2.3 for location of services).	1600.00	HR	_____	_____
				-	
1002	Contract Period: Option 1 POP Begin: 10-01-2015 POP End: 09-30-2016 RN; Overtime Rate - The Contractor shall provide RN's in accordance with the attached PWS as hospital requirements dictate (Ref 2.3 for location of services).	1.00	HR	_____	_____
				-	
1003	Contract Period: Option 1 POP Begin: 10-01-2015 POP End: 09-30-2016 Specialty RN; Standard Rate - The Contractor shall provide Specialty RN's in accordance with the attached PWS as hospital requirements dictate (Ref 2.3 for location of services).	400.00	HR	_____	_____
				-	
1004	Contract Period: Option	1.00	HR	_____	_____

	1 POP Begin: 10-01-2015 POP End: 09-30-2016 Specialty RN; Overtime Rate - The Contractor shall provide Specialty RN's in accordance with the attached PWS as hospital requirements dictate (Ref 2.3 for location of services).				—	
1005	Contract Period: Option 1 POP Begin: 10-01-2015 POP End: 09-30-2016 LPN; Standard Rate - The Contractor shall provide LPN's in accordance with the attached PWS as hospital requirements dictate (Ref 2.3 for location of services).	800.00	HR		—	
1006	Contract Period: Option 1 POP Begin: 10-01-2015 POP End: 09-30-2016 LPN; Overtime Rate - The Contractor shall provide LPN's in accordance with the attached PWS as hospital requirements dictate (Ref 2.3 for location of services).	1.00	HR		—	
1007	Contract Period: Option 1 POP Begin: 10-01-2015 POP End: 09-30-2016 CNA; Standard Rate - The Contractor shall provide CNA in accordance with the attached PWS as hospital requirements dictate (Ref 2.3 for location of services).	1200.00	HR		—	
1008	Contract Period: Option 1 POP Begin: 10-01-2015 POP End: 09-30-2016 CNA; Overtime Rate - The Contractor shall	1.00	HR		—	

	provide CNA in accordance with the attached PWS as hospital requirements dictate (Ref 2.3 for location of services).				
1009	Contract Period: Option 1 POP Begin: 10-01-2015 POP End: 09-30-2016 Sitters; Standard Rate - The Contractor shall provide Sitters in accordance with the attached PWS as hospital requirements dictate (Ref 2.3 for location of services).	400.00	HR	_____	_____
				-	
1010	Contract Period: Option 1 POP Begin: 10-01-2015 POP End: 09-30-2016 Sitters; Overtime Rate - The Contractor shall provide Sitters in accordance with the attached PWS as hospital requirements dictate (Ref 2.3 for location of services).	1.00	HR	_____	_____
				-	
2001	Contract Period: Option 2 POP Begin: 10-01-2016 POP End: 09-30-2017 RN; Standard Rate - The Contractor shall provide RN's in accordance with the attached PWS as hospital requirements dictate (Ref 2.3 for location of services).	1600.00	HR	_____	_____
2002	Contract Period: Option 2 POP Begin: 10-01-2016 POP End: 09-30-2017 RN; Overtime Rate - The Contractor shall provide RN's in accordance with the attached PWS as hospital requirements dictate (Ref 2.3 for location of services).	1.00	HR	_____	_____

2003	Contract Period: Option 2 POP Begin: 10-01-2016 POP End: 09-30-2017 Specialty RN; Standard Rate - The Contractor shall provide Specialty RN's in accordance with the attached PWS as hospital requirements dictate (Ref 2.3 for location of services).	400.00	HR	_____	_____
2004	Contract Period: Option 2 POP Begin: 10-01-2016 POP End: 09-30-2017 Specialty RN; Overtime Rate - The Contractor shall provide Specialty RN's in accordance with the attached PWS as hospital requirements dictate (Ref 2.3 for location of services).	1.00	HR	_____	_____
2005	Contract Period: Option 2 POP Begin: 10-01-2016 POP End: 09-30-2017 LPN; Standard Rate - The Contractor shall provide LPN's in accordance with the attached PWS as hospital requirements dictate (Ref 2.3 for location of services).	800.00	HR	_____	_____
2006	Contract Period: Option 2 POP Begin: 10-01-2016 POP End: 09-30-2017 LPN; Overtime Rate - The Contractor shall provide LPN's in accordance with the attached PWS as hospital requirements dictate (Ref 2.3 for location of services).	1.00	HR	_____	_____
2007	Contract Period: Option 2 POP Begin: 10-01-2016 POP End: 09-30-2017 CNA; Standard Rate -	1200.00	HR	_____	_____

	The Contractor shall provide CNA in accordance with the attached PWS as hospital requirements dictate (Ref 2.3 for location of services).				
2008	Contract Period: Option 2 POP Begin: 10-01-2016 POP End: 09-30-2017 CNA; Overtime Rate - The Contractor shall provide CNA in accordance with the attached PWS as hospital requirements dictate (Ref 2.3 for location of services).	1.00	HR		
2009	Contract Period: Option 2 POP Begin: 10-01-2016 POP End: 09-30-2017 Sitters; Standard Rate - The Contractor shall provide Sitters in accordance with the attached PWS as hospital requirements dictate (Ref 2.3 for location of services).	400.00	HR		
2010	Contract Period: Option 2 POP Begin: 10-01-2016 POP End: 09-30-2017 Sitters; Overtime Rate - The Contractor shall provide Sitters in accordance with the attached PWS as hospital requirements dictate (Ref 2.3 for location of services).	1.00	HR		
3001	Contract Period: Option 3 POP Begin: 10-01-2017 POP End: 09-30-2018 RN; Standard Rate - The Contractor shall provide RN's in accordance with the attached PWS as hospital requirements dictate (Ref 2.3 for	1600.00	HR		

	location of services).				
3002	Contract Period: Option 3 POP Begin: 10-01-2017 POP End: 09-30-2018 RN; Overtime Rate - The Contractor shall provide RN's in accordance with the attached PWS as hospital requirements dictate (Ref 2.3 for location of services).	1.00	HR	_____	_____
3003	Contract Period: Option 3 POP Begin: 10-01-2017 POP End: 09-30-2018 Specialty RN; Standard Rate - The Contractor shall provide Specialty RN's in accordance with the attached PWS as hospital requirements dictate (Ref 2.3 for location of services).	400.00	HR	_____	_____
3004	Contract Period: Option 3 POP Begin: 10-01-2017 POP End: 09-30-2018 Specialty RN; Overtime Rate - The Contractor shall provide Specialty RN's in accordance with the attached PWS as hospital requirements dictate (Ref 2.3 for location of services).	1.00	HR	_____	_____
3005	Contract Period: Option 3 POP Begin: 10-01-2017 POP End: 09-30-2018 LPN; Standard Rate - The Contractor shall provide LPN's in accordance with the attached PWS as hospital requirements dictate (Ref 2.3 for location of services).	800.00	HR	_____	_____

3006	Contract Period: Option 3 POP Begin: 10-01-2017 POP End: 09-30-2018 LPN; Overtime Rate - The Contractor shall provide LPN's in accordance with the attached PWS as hospital requirements dictate (Ref 2.3 for location of services).	1.00	HR	_____	_____
3007	Contract Period: Option 3 POP Begin: 10-01-2017 POP End: 09-30-2018 CNA; Standard Rate - The Contractor shall provide CNA in accordance with the attached PWS as hospital requirements dictate (Ref 2.3 for location of services).	1200.00	HR	_____	_____
3008	Contract Period: Option 3 POP Begin: 10-01-2017 POP End: 09-30-2018 CNA; Overtime Rate - The Contractor shall provide CNA in accordance with the attached PWS as hospital requirements dictate (Ref 2.3 for location of services).	1.00	HR	_____	_____
3009	Contract Period: Option 3 POP Begin: 10-01-2017 POP End: 09-30-2018 Sitters; Standard Rate - The Contractor shall provide Sitters in accordance with the attached PWS as hospital requirements dictate (Ref 2.3 for location of services).	400.00	HR	_____	_____
3010	Contract Period: Option 3 POP Begin: 10-01-2017 POP End: 09-30-2018 Sitters; Overtime Rate -	1.00	HR	_____	_____

	The Contractor shall provide Sitters in accordance with the attached PWS as hospital requirements dictate (Ref 2.3 for location of services).				
4001	Contract Period: Option 4 POP Begin: 10-01-2018 POP End: 09-30-2019 RN; Standard Rate - The Contractor shall provide RN's in accordance with the attached PWS as hospital requirements dictate (Ref 2.3 for location of services).	1600.00	HR	_____	_____
4002	Contract Period: Option 4 POP Begin: 10-01-2018 POP End: 09-30-2019 RN; Overtime Rate - The Contractor shall provide RN's in accordance with the attached PWS as hospital requirements dictate (Ref 2.3 for location of services).	1.00	HR	_____	_____
4003	Contract Period: Option 4 POP Begin: 10-01-2018 POP End: 09-30-2019 Specialty RN; Standard Rate - The Contractor shall provide Specialty RN's in accordance with the attached PWS as hospital requirements dictate (Ref 2.3 for location of services).	400.00	HR	_____	_____
4004	Contract Period: Option 4 POP Begin: 10-01-2018 POP End: 09-30-2019 Specialty RN; Overtime Rate - The Contractor shall provide Specialty RN's in accordance with the attached PWS as hospital requirements dictate (Ref 2.3 for	1.00	HR	_____	_____

	location of services).				
4005	Contract Period: Option 4 POP Begin: 10-01-2018 POP End: 09-30-2019 LPN; Standard Rate - The Contractor shall provide LPN's in accordance with the attached PWS as hospital requirements dictate (Ref 2.3 for location of services).	800.00	HR	_____	_____
4006	Contract Period: Option 4 POP Begin: 10-01-2018 POP End: 09-30-2019 LPN; Overtime Rate - The Contractor shall provide LPN's in accordance with the attached PWS as hospital requirements dictate (Ref 2.3 for location of services).	1.00	HR	_____	_____
4007	Contract Period: Option 4 POP Begin: 10-01-2018 POP End: 09-30-2019 CNA; Standard Rate - The Contractor shall provide CNA in accordance with the attached PWS as hospital requirements dictate (Ref 2.3 for location of services).	1200.00	HR	_____	_____
4008	Contract Period: Option 4 POP Begin: 10-01-2018 POP End: 09-30-2019 CNA; Overtime Rate - The Contractor shall provide CNA in accordance with the attached PWS as hospital requirements dictate (Ref 2.3 for location of services).	1.00	HR	_____	_____
4009	Contract Period: Option 4	400.00	HR	_____	_____

	POP Begin: 10-01-2018 POP End: 09-30-2019 Sitters; Standard Rate - The Contractor shall provide Sitters in accordance with the attached PWS as hospital requirements dictate (Ref 2.3 for location of services).					
4010	Contract Period: Option 4 POP Begin: 10-01-2018 POP End: 09-30-2019 Sitters; Overtime Rate - The Contractor shall provide Sitters in accordance with the attached PWS as hospital requirements dictate (Ref 2.3 for location of services).	1.00	HR			-
GRAND TOTAL						

B.4 DELIVERY SCHEDULE

ITEM NUMBER		ESTIMATED QUANTITY	DELIVERY DATE
0001	SHIP TO: Customer	400.00	06/01/2015 - 09/30/2015
0002	SHIP TO: Customer	1.00	06/01/2015 - 09/30/2015
0003	SHIP TO: Customer	100.00	06/01/2015 - 09/30/2015
0004	SHIP TO: Customer	1.00	06/01/2015 - 09/30/2015
0005	SHIP TO: Customer	200.00	06/01/2015 - 09/30/2015
0006	SHIP TO: Customer	1.00	06/01/2015 - 09/30/2015
0007	SHIP TO: Customer	300.00	06/01/2015 - 09/30/2015
0008	SHIP TO: Customer	1.00	06/01/2015 - 09/30/2015
0009	SHIP TO: Customer	100.00	06/01/2015 - 09/30/2015
0010	SHIP TO: Customer	1.00	06/01/2015 - 09/30/2015
1001	SHIP TO: Customer	1600.00	10/01/2015 - 09/30/2016
1002	SHIP TO: Customer	1.00	10/01/2015 - 09/30/2016

1003	SHIP TO: Customer	400.00	10/01/2015 - 09/30/2016
1004	SHIP TO: Customer	1.00	10/01/2015 - 09/30/2016
1005	SHIP TO: Customer	800.00	10/01/2015 - 09/30/2016
1006	SHIP TO: Customer	1.00	10/01/2015 - 09/30/2016
1007	SHIP TO: Customer	1200.00	10/01/2015 - 09/30/2016
1008	SHIP TO: Customer	1.00	10/01/2015 - 09/30/2016
1009	SHIP TO: Customer	400.00	10/01/2015 - 09/30/2016
1010	SHIP TO: Customer	1.00	10/01/2015 - 09/30/2016
2001	SHIP TO: Customer	1600.00	10/01/2016 - 09/30/2017
2002	SHIP TO: Customer	1.00	10/01/2016 - 09/30/2017
2003	SHIP TO: Customer	400.00	10/01/2016 - 09/30/2017
2004	SHIP TO: Customer	1.00	10/01/2016 - 09/30/2017
2005	SHIP TO: Customer	800.00	10/01/2016 - 09/30/2017

2006	SHIP TO: Customer	1.00	10/01/2016 - 09/30/2017
2007	SHIP TO: Customer	1200.00	10/01/2016 - 09/30/2017
2008	SHIP TO: Customer	1.00	10/01/2016 - 09/30/2017
2009	SHIP TO: Customer	400.00	10/01/2016 - 09/30/2017
2010	SHIP TO: Customer	1.00	10/01/2016 - 09/30/2017
3001	SHIP TO: Customer	1600.00	10/01/2017 - 09/30/2018
3002	SHIP TO: Customer	1.00	10/01/2017 - 09/30/2018
3003	SHIP TO: Customer	400.00	10/01/2017 - 09/30/2018
3004	SHIP TO: Customer	1.00	10/01/2017 - 09/30/2018
3005	SHIP TO: Customer	800.00	10/01/2017 - 09/30/2018
3006	SHIP TO: Customer	1.00	10/01/2017 - 09/30/2018
3007	SHIP TO: Customer	1200.00	10/01/2017 - 09/30/2018
3008	SHIP TO: Customer	1.00	10/01/2017 - 09/30/2018

3009	SHIP TO: Customer	400.00	10/01/2017 - 09/30/2018
3010	SHIP TO: Customer	1.00	10/01/2017 - 09/30/2018
4001	SHIP TO: Customer	1600.00	10/01/2018 - 09/30/2019
4002	SHIP TO: Customer	1.00	10/01/2018 - 09/30/2019
4003	SHIP TO: Customer	400.00	10/01/2018 - 09/30/2019
4004	SHIP TO: Customer	1.00	10/01/2018 - 09/30/2019
4005	SHIP TO: Customer	800.00	10/01/2018 - 09/30/2019
4006	SHIP TO: Customer	1.00	10/01/2018 - 09/30/2019
4007	SHIP TO: Customer	1200.00	10/01/2018 - 09/30/2019
4008	SHIP TO: Customer	1.00	10/01/2018 - 09/30/2019
4009	SHIP TO: Customer	400.00	10/01/2018 - 09/30/2019
4010	SHIP TO: Customer	1.00	10/01/2018 - 09/30/2019

SECTION C - CONTRACT CLAUSES

C.1 52.212-4 CONTRACT TERMS AND CONDITIONS—COMMERCIAL ITEMS (DEC 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.

(v) *Incorporation by reference.* The Contractor's representations and certifications, including those completed electronically via the System for Award Management (SAM), are incorporated by reference into the contract.

(End of Clause)

C.2 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS—COMMERCIAL ITEMS (DEC 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) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (Dec 2014)

(2) 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)).

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

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

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

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

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

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

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

☐ (5) [Reserved]

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

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

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

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

☐ (10) [Reserved]

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

☐ (ii) Alternate I (NOV 2011) of 52.219-3.

☒ (12)(i) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (OCT 2014) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

☐ (ii) Alternate I (JAN 2011) of 52.219-4.

☐ (13) [Reserved]

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

☐ (ii) Alternate I (NOV 2011).

☐ (iii) Alternate II (NOV 2011).

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

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

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

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

☐ (17)(i) 52.219-9, Small Business Subcontracting Plan (OCT 2014) (15 U.S.C. 637(d)(4)).

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

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

☐ (iv) Alternate III (OCT 2014) of 52.219-9.

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

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

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

☐ (21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (NOV 2011) (15 U.S.C. 657f).

☒ (22) 52.219-28, Post Award Small Business Program Rerepresentation (Jul 2013) (15 U.S.C. 632(a)(2)).

☐ (23) 52.219-29, Notice of Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (Jul 2013) (15 U.S.C. 637(m)).

☐ (24) 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)).

☒ (25) 52.222-3, Convict Labor (June 2003) (E.O. 11755).

☐ (26) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (JAN 2014) (E.O. 13126).

☒ (27) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).

☒ (28) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).

☒ (29) 52.222-35, Equal Opportunity for Veterans (JUL 2014) (38 U.S.C. 4212).

☒ (30) 52.222-36, Equal Opportunity for Workers with Disabilities (JUL 2014) (29 U.S.C. 793).

☒ (31) 52.222-37, Employment Reports on Veterans (JUL 2014) (38 U.S.C. 4212).

☒ (32) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496).

☐ (33) 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.)

☐ (34)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (May 2008) (42 U.S.C.6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

☐ (ii) Alternate I (MAY 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

☐ (35)(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.

☐ (36)(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.

☐ (37) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007)(42 U.S.C. 8259b).

☐ (38)(i) 52.223-16, Acquisition of EPEAT®-Registered Personal Computer Products (JUN 2014) (E.O.s 13423 and 13514).

☐ (ii) Alternate I (JUN 2014) of 52.223-16.

[X] (39) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011)

[] (40) 52.225-1, Buy American—Supplies (MAY 2014) (41 U.S.C. chapter 83).

[] (41)(i) 52.225-3, Buy American—Free Trade Agreements—Israeli Trade Act (MAY 2014) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).

[] (ii) Alternate I (MAY 2014) of 52.225-3.

[] (iii) Alternate II (MAY 2014) of 52.225-3.

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

[X] (42) 52.225-5, Trade Agreements (NOV 2013) (19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).

[X] (43) 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).

[] (44) 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).

[] (45) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

[] (46) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

[] (47) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

[] (48) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

[X] (49) 52.232-33, Payment by Electronic Funds Transfer—System for Award Management (Jul 2013) (31 U.S.C. 3332).

[] (50) 52.232-34, Payment by Electronic Funds Transfer—Other than System for Award Management (Jul 2013) (31 U.S.C. 3332).

[] (51) 52.232-36, Payment by Third Party (MAY 2014) (31 U.S.C. 3332).

[] (52) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

[] (53)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631).

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

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

[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
RN	25.35
LPN	\$15.20
CNA	\$15.20
SITTER	12.10

[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).

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

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

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

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

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

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

[X] (10) 52.222-55, Minimum Wages Under Executive Order 13658 (DEC 2014) (Executive Order 13658).

(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 (OCT 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 (JUL 2014) (38 U.S.C. 4212).

(vi) 52.222-36, Equal Opportunity for Workers with Disabilities (JUL 2014) (29 U.S.C. 793).

(vii) 52.222-37, Employment Reports on Veterans (JUL 2014) (38 U.S.C. 4212).

(viii) 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.

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

(x) 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)).

(xi) 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).

(xii) 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).

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

(xiv) 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).

(xv) 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.

(xvi) 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.

(xvii) 52.222-55, Minimum Wages Under Executive Order 13658 (DEC 2014) (Executive Order 13658).

(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)

C.3 52.216-18 ORDERING (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from 1 June 2015 (and all corresponding option years) through 30 Sept 2015 (and all corresponding option years).

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

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

(End of Clause)

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

(a) *Minimum order.* When the Government requires supplies or services covered by this contract in an amount of less than \$1.00, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

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

(1) Any order for a single item in excess of \$1,000,000.00;

(2) Any order for a combination of items in excess of \$1,000,000.00; or

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

(End of Clause)

C.5 52.216-21 REQUIREMENTS (OCT 1995) ALTERNATE III (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) The Government's requirements for each item or subitem of supplies or services described in the Schedule are being purchased through one non-set-aside contract and one set-aside contract. Therefore, the Government shall order from each Contractor approximately one-half of the total supplies or services specified in the Schedule that are required to be purchased by the specified Government activity or activities. The Government may choose between the set-aside Contractor and the non-set-aside Contractor in placing any particular order. However, the Government shall allocate successive orders, in accordance with its delivery requirements, to maintain as close a ratio as is reasonably practicable between the total quantities ordered from the two Contractors.

(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 Oct 31, 2015 .

(End of Clause)

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

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

(End of Clause)

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

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 45 days before the contract expires. The preliminary notice does not commit the Government to an extension.

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

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

(End of Clause)

C.8 52.233-1 DISPUTES (MAY 2014)

(a) This contract is subject to 41 U.S.C. chapter 71, Contract Disputes.

(b) Except as provided in 41 U.S.C. chapter 71, all disputes arising under or related to this contract shall be resolved under this clause.

(c) "Claim," as used in this clause, means a written demand or written assertion by one of the contracting parties seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to this contract. However, a written demand or written assertion by the Contractor seeking the payment of money exceeding \$100,000 is not a claim under 41 U.S.C. chapter 71 until certified. A voucher, invoice, or other routine request for payment that is not in dispute when submitted is not a claim under 41 U.S.C. chapter 71. The submission may be converted to a claim under 41 U.S.C. chapter 71, by complying with the submission and certification requirements of this clause, if it is disputed either as to liability or amount or is not acted upon in a reasonable time.

(d)(1) A claim by the Contractor shall be made in writing and, unless otherwise stated in this contract, submitted within 6 years after accrual of the claim to the Contracting Officer for a written decision. A claim by the Government against the Contractor shall be subject to a written decision by the Contracting Officer.

(2)(i) The Contractor shall provide the certification specified in paragraph (d)(2)(iii) of this clause when submitting any claim exceeding \$100,000.

(ii) The certification requirement does not apply to issues in controversy that have not been submitted as all or part of a claim.

(iii) The certification shall state as follows: "I certify that the claim is made in good faith; that the supporting data are accurate and complete to the best of my knowledge and belief; that the amount requested accurately reflects the contract adjustment for which the Contractor believes the Government is liable; and that I am authorized to certify the claim on behalf of the Contractor."

(3) The certification may be executed by any person authorized to bind the Contractor with respect to the claim.

(e) For Contractor claims of \$100,000 or less, the contracting Officer must, if requested in writing by the Contractor, render a decision within 60 days of the request. For Contractor-certified claims over \$100,000, the Contracting Officer must, within 60 days, decide the claim or notify the Contractor of the date by which the decision will be made.

(f) The Contracting Officer's decision shall be final unless the contractor appeals or files a suit as provided in 41 U.S.C. chapter 71.

(g) If the claim by the Contractor is submitted to the Contracting Officer or a claim by the Government is presented to the Contractor, the parties, by mutual consent, may agree to use alternative dispute resolution (ADR). If the Contractor refuses an offer for ADR, the Contractor shall inform the Contracting Officer, in writing, of the Contractor's specific reasons for rejecting the offer.

(h) The Government shall pay interest on the amount found due and unpaid from (1) the date that the Contracting Officer receives the claim (certified, if required); or (2) the date that payment otherwise would be due, if that date is later, until the date of payment. With regard to claims having defective certifications, as defined in (FAR) 48 CFR 33.201, interest shall be paid from the date that the Contracting Officer initially receives the claim. Simple interest on claims shall be paid at the rate, fixed by the Secretary of the Treasury as provided in the ACT, which is applicable to the period during which the Contracting Officer receives the claim and then at the rate applicable for each 6-month period as fixed by the Treasury Secretary during the pendency of the claim.

(i) The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under the contract, and comply with any decision of the Contracting Officer.

(End of Clause)

C.9 52.203-17 CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (APR 2014)

(a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112–239) and FAR 3.908.

(b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.

(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 52.237-2 PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION (APR 1984)

The Contractor shall use reasonable care to avoid damaging existing buildings, equipment, and vegetation on the Government installation. If the Contractor's failure to use reasonable care causes damage to any of this property, the Contractor shall replace or repair the damage at no expense to the Government as the Contracting Officer directs. If the Contractor fails or refuses to make such repair or replacement, the Contractor shall be liable for the cost, which may be deducted from the contract price.

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

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

* Amounts are listed below:

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

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

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

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

* Amounts from paragraph (a) above:

\$1,000,000 per occurrence, \$3,000,000.00 in aggregate.

(End of Clause)

C.16 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 Idaho. 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)

SECTION D - CONTRACT DOCUMENTS, EXHIBITS, OR ATTACHMENTS

D.1 QUALITY ASSURANCE SURVEILLANCE PLAN

The contractor will be evaluated in accordance with the following:

1. PURPOSE

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

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

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

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

2. GOVERNMENT ROLES AND RESPONSIBILITIES

The following personnel shall oversee and coordinate surveillance activities.

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

Assigned CO: Paul Richardson

Organization or Agency: VISN 20

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

Assigned COR: Brenda Bricker

Organization or Agency: Boise VAHS

3. CONTRACTOR REPRESENTATIVES

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

Primary: Brenda Bricker

4. PERFORMANCE STANDARDS

The contractor is responsible for performance of ALL terms and conditions of the contract. CORs will provide contract progress reports quarterly to the CO reflecting performance on this plan and all other aspects of the resultant contract. The performance standards outlined in this QASP shall be used to determine the level of contractor performance in the elements defined.

Performance standards define desired services. The Government performs surveillance to determine the level of Contractor performance to these standards.

The Performance Requirements are listed below in Section 6. The Government shall use these standards to determine contractor performance and shall compare contractor performance to the standard and assign a rating. At the end of the performance period, these ratings will be used, in part, to establish the past performance of the contractor on the contract.

5. INCENTIVES/DEDUCTS

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

6. METHODS OF QA SURVEILLANCE

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

- a. DIRECT OBSERVATION. 100% surveillance: Nursing staff will observe the performance of all supplemental staff.
- b. PERIODIC INSPECTION. Inspections scheduled and reported quarterly per COR delegation or as needed. Quarterly 100% of personnel files are reviewed to ensure compliance with licensures and credentialing.
- c. VALIDATED USER/CUSTOMER COMPLAINTS: Complaints received from patients or staff will be evaluated on case by case basis and shared with the agency.
- d. RANDOM SAMPLING. Quarterly, random audits are done to evaluate documentation is in compliance with policy.
- e. Verification and/or documentation provided by Contractor.

PERFORMANCE MEASURES

Measures	PWS Reference	Performance Requirement	Standard	Acceptable Quality Level	Surveillance Method	Incentive	Disincentive/ Deduct
1 - Key Personnel	2.2 and 4.18	Agency RN/LPN/CNA used to fill unanticipated staffing needs. If shifts are filled, the contractor is to notify the BVAMC no less than 2 hours in advance of the start of a shift it that shift must be cancelled.	Percentage of staffing shifts requested and filled by the agency. Percentage of shifts filled then cancelled without two hours notice.	100%	Weekly review of staffing schedules.	Favorable contractor performance evaluation.	Unfavorable contractor performance evaluation
2 - Patient Safety	2.2	Appropriate documentation entries are made for each patient cared for	Record review of 5 (or 100% if less than 5) quarterly for appropriateness of documentation	90% or greater of documentation notes are present and appropriate	Direct Observation	Favorable contractor performance evaluation.	Unfavorable contractor performance evaluation
3 - Maintains licensing, registration, and certification	3.0	Agency staff have a current licensure / competency certification completed.	All (100%) of Agency staff have current licensure / competency certification completed	Contract Provider records will be kept 100% up-to-date	Periodic Sampling and Random Sampling	Favorable contractor performance evaluation.	Unfavorable contractor performance evaluation
4 - Mandatory Training	6.0 and 7.0	Agency staff have completed orientation and pre-work requirements	All (100%) of Agency staff have completed orientation.	100%	Contractor to provide documented evidence	Favorable contractor performance evaluation.	Suspension or termination of all physical and/or electronic access privileges and removal from contract until such time as the training is complete

5 - Privacy, Confidentiality and HIPPA	Appendix A-D	Agency staff have completed the Privacy, Confidentiality and HIPPA computer training and had background & security investigations, completed.	All (100%) of Agency have completed the required training and background checks / security investigations.	100%	Contractor to provide evidence of annual training required by VAMC, reports violations per VA Directive 6500.6.	Favorable contactor performance evaluation.	Immediate removal from contract
6 - Timely Invoicing	Appendix A	Every 30 days in arrears		100%	Inspection	Favorable contactor performance evaluation.	Unfavorable contractor performance evaluation

7. RATINGS

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

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

<p>assessed contains serious problem(s) for which the contractor's corrective actions appear or were ineffective.</p> <p>Note: To justify an Unsatisfactory rating, you should identify multiple significant events in each category that the contractor had trouble overcoming and state how it impacted the GOVERNMENT. However, a singular problem could be of such serious magnitude that it alone constitutes an unsatisfactory rating. An Unsatisfactory rating should be supported by referencing the management tools used to notify the contractor of the contractual deficiencies (e.g. Management, Quality, Safety or Environmental Deficiency Reports, or letters).</p>
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8. DOCUMENTING PERFORMANCE

- a. The Government shall document positive and/or negative performance. Any report may become a part of the supporting documentation for any contractual action and preparing annual past performance using CONTRACTOR PERFORMANCE ASSESSMENT REPORT (CPAR).
- b. If contractor performance does not meet the Acceptable Quality level, the CO shall inform the contractor. This will normally be in writing unless circumstances necessitate verbal communication. In any case the CO shall document the discussion and place it in the contract file. When the CO determines formal written communication is required, the CO shall prepare a Contract Discrepancy Report (CDR), and present it to the contractor's program manager.

The contractor shall acknowledge receipt of the CDR in writing. The CDR will specify if the contractor is required to prepare a corrective action plan to document how the contractor shall correct the unacceptable performance and avoid a recurrence. The CDR will also state how long after receipt the contractor has to present this corrective action plan to the CO. The Government shall review the contractor's corrective action plan to determine acceptability. The CO shall also assure that the contractor receives impartial, fair, and equitable treatment. The CO is ultimately responsible for the final determination of the adequacy of the contractor's performance and the acceptability of the Contractor's corrective action plan.

Any CDRs may become a part of the supporting documentation for any contractual action deemed necessary by the CO.

9. FREQUENCY OF MEASUREMENT

- a. Frequency of Measurement.

The frequency of measurement is defined in the contract or otherwise in this document. The government (COR or CO) will periodically analyze whether the negotiated frequency of surveillance is appropriate for the work being performed.

- b. Frequency of Performance Reporting.

The COR shall communicate with the Contractor and will provide written reports to the Contracting Officer quarterly (or as outlined in the contract or COR delegation) to review Contractor performance.

10. COR AND CONTRACTOR ACKNOWLEDGEMENT OF QASP

SIGNED:

COR NAME/TITLE

DATE

SIGNED:

CONTRATOR NAME/TITLE

DATE

D.2 WAGE DETERMINATIONWD 05-2159 (Rev.-16) was first posted on www.wdol.gov on 12/30/2014

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

Diane C. Koplewski	Division of		Wage Determination No.: 2005-2159
Director	Wage Determinations		Revision No.: 16
			Date Of Revision: 12/22/2014

Note: Executive Order (EO) 13658 establishes an hourly minimum wage of \$10.10 for 2015 that applies to all contracts subject to the Service Contract Act for which the solicitation is issued on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.10 (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

State: Idaho
Area: Idaho Statewide

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

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		12.27
01012 - Accounting Clerk II		13.83
01013 - Accounting Clerk III		15.09
01020 - Administrative Assistant		17.16
01040 - Court Reporter		22.66
01051 - Data Entry Operator I		11.51
01052 - Data Entry Operator II		12.57
01060 - Dispatcher, Motor Vehicle		17.87
01070 - Document Preparation Clerk		14.34
01090 - Duplicating Machine Operator		14.34
01111 - General Clerk I		11.17
01112 - General Clerk II		12.19
01113 - General Clerk III		13.68
01120 - Housing Referral Assistant		17.37
01141 - Messenger Courier		10.69
01191 - Order Clerk I		14.76
01192 - Order Clerk II		16.11
01261 - Personnel Assistant (Employment) I		13.55
01262 - Personnel Assistant (Employment) II		15.15
01263 - Personnel Assistant (Employment) III		16.89
01270 - Production Control Clerk		18.51
01280 - Receptionist		11.51
01290 - Rental Clerk		12.35
01300 - Scheduler, Maintenance		13.93
01311 - Secretary I		13.93
01312 - Secretary II		15.58
01313 - Secretary III		17.37

01320 - Service Order Dispatcher	16.49
01410 - Supply Technician	17.16
01420 - Survey Worker	11.40
01531 - Travel Clerk I	12.07
01532 - Travel Clerk II	12.66
01533 - Travel Clerk III	13.73
01611 - Word Processor I	13.03
01612 - Word Processor II	13.92
01613 - Word Processor III	15.58
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	17.65
05010 - Automotive Electrician	14.43
05040 - Automotive Glass Installer	14.24
05070 - Automotive Worker	14.07
05110 - Mobile Equipment Servicer	11.50
05130 - Motor Equipment Metal Mechanic	15.83
05160 - Motor Equipment Metal Worker	14.07
05190 - Motor Vehicle Mechanic	15.83
05220 - Motor Vehicle Mechanic Helper	11.50
05250 - Motor Vehicle Upholstery Worker	13.30
05280 - Motor Vehicle Wrecker	14.07
05310 - Painter, Automotive	15.03
05340 - Radiator Repair Specialist	15.27
05370 - Tire Repairer	10.02
05400 - Transmission Repair Specialist	15.83
07000 - Food Preparation And Service Occupations	
07010 - Baker	11.89
07041 - Cook I	9.80
07042 - Cook II	11.37
07070 - Dishwasher	7.90
07130 - Food Service Worker	9.41
07210 - Meat Cutter	14.58
07260 - Waiter/Waitress	8.62
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	13.60
09040 - Furniture Handler	10.99
09080 - Furniture Refinisher	13.05
09090 - Furniture Refinisher Helper	11.51
09110 - Furniture Repairer, Minor	11.54
09130 - Upholsterer	12.83
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	8.95
11060 - Elevator Operator	8.95
11090 - Gardener	14.27
11122 - Housekeeping Aide	10.75
11150 - Janitor	11.06
11210 - Laborer, Grounds Maintenance	11.56
11240 - Maid or Houseman	8.80
11260 - Pruner	10.14
11270 - Tractor Operator	14.11
11330 - Trail Maintenance Worker	11.56
11360 - Window Cleaner	12.19
12000 - Health Occupations	
12010 - Ambulance Driver	16.49
12011 - Breath Alcohol Technician	16.25
12012 - Certified Occupational Therapist Assistant	24.40
12015 - Certified Physical Therapist Assistant	21.99
12020 - Dental Assistant	14.94
12025 - Dental Hygienist	33.20
12030 - EKG Technician	24.91

12035	- Electroneurodiagnostic Technologist	24.91
12040	- Emergency Medical Technician	16.49
12071	- Licensed Practical Nurse I	14.53
12072	- Licensed Practical Nurse II	16.25
12073	- Licensed Practical Nurse III	18.12
12100	- Medical Assistant	14.79
12130	- Medical Laboratory Technician	17.53
12160	- Medical Record Clerk	13.47
12190	- Medical Record Technician	15.07
12195	- Medical Transcriptionist	15.16
12210	- Nuclear Medicine Technologist	32.30
12221	- Nursing Assistant I	10.66
12222	- Nursing Assistant II	11.99
12223	- Nursing Assistant III	13.08
12224	- Nursing Assistant IV	14.66
12235	- Optical Dispenser	14.76
12236	- Optical Technician	13.18
12250	- Pharmacy Technician	14.80
12280	- Phlebotomist	14.66
12305	- Radiologic Technologist	22.77
12311	- Registered Nurse I	22.72
12312	- Registered Nurse II	27.78
12313	- Registered Nurse II, Specialist	27.78
12314	- Registered Nurse III	33.61
12315	- Registered Nurse III, Anesthetist	33.61
12316	- Registered Nurse IV	40.02
12317	- Scheduler (Drug and Alcohol Testing)	20.13
13000	- Information And Arts Occupations	
13011	- Exhibits Specialist I	16.36
13012	- Exhibits Specialist II	20.27
13013	- Exhibits Specialist III	24.80
13041	- Illustrator I	16.36
13042	- Illustrator II	20.27
13043	- Illustrator III	24.80
13047	- Librarian	22.59
13050	- Library Aide/Clerk	13.53
13054	- Library Information Technology Systems Administrator	20.57
13058	- Library Technician	13.31
13061	- Media Specialist I	14.72
13062	- Media Specialist II	16.48
13063	- Media Specialist III	18.36
13071	- Photographer I	13.38
13072	- Photographer II	16.76
13073	- Photographer III	18.78
13074	- Photographer IV	23.09
13075	- Photographer V	28.39
13110	- Video Teleconference Technician	18.11
14000	- Information Technology Occupations	
14041	- Computer Operator I	14.69
14042	- Computer Operator II	16.43
14043	- Computer Operator III	18.32
14044	- Computer Operator IV	20.50
14045	- Computer Operator V	22.54
14071	- Computer Programmer I	17.62
14072	- Computer Programmer II	22.88
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		14.69
14160 - Personal Computer Support Technician		20.50
15000 - Instructional Occupations		
15010 - Aircrew Training Devices Instructor (Non-Rated)		27.58
15020 - Aircrew Training Devices Instructor (Rated)		33.36
15030 - Air Crew Training Devices Instructor (Pilot)		36.70
15050 - Computer Based Training Specialist / Instructor		27.58
15060 - Educational Technologist		20.74
15070 - Flight Instructor (Pilot)		36.70
15080 - Graphic Artist		18.46
15090 - Technical Instructor		18.36
15095 - Technical Instructor/Course Developer		22.46
15110 - Test Proctor		14.79
15120 - Tutor		14.79
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations		
16010 - Assembler		8.97
16030 - Counter Attendant		8.97
16040 - Dry Cleaner		10.70
16070 - Finisher, Flatwork, Machine		8.97
16090 - Presser, Hand		8.97
16110 - Presser, Machine, Drycleaning		8.97
16130 - Presser, Machine, Shirts		8.97
16160 - Presser, Machine, Wearing Apparel, Laundry		8.97
16190 - Sewing Machine Operator		11.28
16220 - Tailor		11.90
16250 - Washer, Machine		9.39
19000 - Machine Tool Operation And Repair Occupations		
19010 - Machine-Tool Operator (Tool Room)		14.91
19040 - Tool And Die Maker		22.33
21000 - Materials Handling And Packing Occupations		
21020 - Forklift Operator		12.95
21030 - Material Coordinator		18.51
21040 - Material Expediter		18.51
21050 - Material Handling Laborer		10.85
21071 - Order Filler		11.95
21080 - Production Line Worker (Food Processing)		12.95
21110 - Shipping Packer		12.87
21130 - Shipping/Receiving Clerk		12.87
21140 - Store Worker I		10.50
21150 - Stock Clerk		15.07
21210 - Tools And Parts Attendant		12.95
21410 - Warehouse Specialist		12.95
23000 - Mechanics And Maintenance And Repair Occupations		
23010 - Aerospace Structural Welder		21.20
23021 - Aircraft Mechanic I		20.19
23022 - Aircraft Mechanic II		21.20
23023 - Aircraft Mechanic III		22.26
23040 - Aircraft Mechanic Helper		13.63
23050 - Aircraft, Painter		19.01
23060 - Aircraft Servicer		16.63
23080 - Aircraft Worker		17.60
23110 - Appliance Mechanic		17.03
23120 - Bicycle Repairer		10.23
23125 - Cable Splicer		29.76
23130 - Carpenter, Maintenance		17.46
23140 - Carpet Layer		19.20
23160 - Electrician, Maintenance		20.50
23181 - Electronics Technician Maintenance I		21.33
23182 - Electronics Technician Maintenance II		22.66

23183 - Electronics Technician Maintenance III	26.15
23260 - Fabric Worker	16.56
23290 - Fire Alarm System Mechanic	18.62
23310 - Fire Extinguisher Repairer	15.33
23311 - Fuel Distribution System Mechanic	21.65
23312 - Fuel Distribution System Operator	17.67
23370 - General Maintenance Worker	16.45
23380 - Ground Support Equipment Mechanic	20.19
23381 - Ground Support Equipment Servicer	16.63
23382 - Ground Support Equipment Worker	17.60
23391 - Gunsmith I	15.33
23392 - Gunsmith II	17.65
23393 - Gunsmith III	21.89
23410 - Heating, Ventilation And Air-Conditioning Mechanic	18.62
23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	19.43
23430 - Heavy Equipment Mechanic	18.62
23440 - Heavy Equipment Operator	18.62
23460 - Instrument Mechanic	20.48
23465 - Laboratory/Shelter Mechanic	18.74
23470 - Laborer	10.85
23510 - Locksmith	17.48
23530 - Machinery Maintenance Mechanic	21.22
23550 - Machinist, Maintenance	17.44
23580 - Maintenance Trades Helper	13.09
23591 - Metrology Technician I	20.48
23592 - Metrology Technician II	21.51
23593 - Metrology Technician III	22.53
23640 - Millwright	22.43
23710 - Office Appliance Repairer	17.48
23760 - Painter, Maintenance	16.06
23790 - Pipefitter, Maintenance	21.74
23810 - Plumber, Maintenance	19.55
23820 - Pneudraulic Systems Mechanic	21.89
23850 - Rigger	21.88
23870 - Scale Mechanic	17.65
23890 - Sheet-Metal Worker, Maintenance	19.69
23910 - Small Engine Mechanic	14.51
23931 - Telecommunications Mechanic I	23.06
23932 - Telecommunications Mechanic II	24.50
23950 - Telephone Lineman	20.45
23960 - Welder, Combination, Maintenance	16.65
23965 - Well Driller	18.62
23970 - Woodcraft Worker	21.89
23980 - Woodworker	14.28
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	8.80
24580 - Child Care Center Clerk	12.47
24610 - Chore Aide	9.06
24620 - Family Readiness And Support Services Coordinator	12.08
24630 - Homemaker	10.19
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	19.84
25040 - Sewage Plant Operator	15.28
25070 - Stationary Engineer	19.84
25190 - Ventilation Equipment Tender	13.95
25210 - Water Treatment Plant Operator	15.28
27000 - Protective Service Occupations	

27004 - Alarm Monitor	16.88
27007 - Baggage Inspector	13.20
27008 - Corrections Officer	18.72
27010 - Court Security Officer	19.91
27030 - Detection Dog Handler	15.80
27040 - Detention Officer	18.72
27070 - Firefighter	18.98
27101 - Guard I	13.20
27102 - Guard II	15.80
27131 - Police Officer I	22.26
27132 - Police Officer II	24.73
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	11.94
28042 - Carnival Equipment Repairer	14.41
28043 - Carnival Equipment Worker	10.11
28210 - Gate Attendant/Gate Tender	14.60
28310 - Lifeguard	11.34
28350 - Park Attendant (Aide)	15.36
28510 - Recreation Aide/Health Facility Attendant	11.92
28515 - Recreation Specialist	15.92
28630 - Sports Official	13.01
28690 - Swimming Pool Operator	17.28
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	19.42
29020 - Hatch Tender	19.42
29030 - Line Handler	19.42
29041 - Stevedore I	16.97
29042 - Stevedore II	19.50
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	35.77
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	24.67
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	27.16
30021 - Archeological Technician I	17.79
30022 - Archeological Technician II	20.00
30023 - Archeological Technician III	24.38
30030 - Cartographic Technician	24.39
30040 - Civil Engineering Technician	22.41
30061 - Drafter/CAD Operator I	17.59
30062 - Drafter/CAD Operator II	20.76
30063 - Drafter/CAD Operator III	21.94
30064 - Drafter/CAD Operator IV	25.54
30081 - Engineering Technician I	13.93
30082 - Engineering Technician II	15.62
30083 - Engineering Technician III	18.43
30084 - Engineering Technician IV	21.66
30085 - Engineering Technician V	26.49
30086 - Engineering Technician VI	30.94
30090 - Environmental Technician	22.32
30210 - Laboratory Technician	20.26
30240 - Mathematical Technician	24.45
30361 - Paralegal/Legal Assistant I	16.96
30362 - Paralegal/Legal Assistant II	21.01
30363 - Paralegal/Legal Assistant III	25.70
30364 - Paralegal/Legal Assistant IV	31.10
30390 - Photo-Optics Technician	24.45
30461 - Technical Writer I	20.81
30462 - Technical Writer II	25.45
30463 - Technical Writer III	27.75
30491 - Unexploded Ordnance (UXO) Technician I	22.74
30492 - Unexploded Ordnance (UXO) Technician II	27.51

30493 - Unexploded Ordnance (UXO) Technician III	32.97
30494 - Unexploded (UXO) Safety Escort	22.74
30495 - Unexploded (UXO) Sweep Personnel	22.74
30620 - Weather Observer, Combined Upper Air Or Surface Programs	(see 2) 19.61
30621 - Weather Observer, Senior	(see 2) 23.97
31000 - Transportation/Mobile Equipment Operation Occupations	
31020 - Bus Aide	10.06
31030 - Bus Driver	12.58
31043 - Driver Courier	12.40
31260 - Parking and Lot Attendant	8.69
31290 - Shuttle Bus Driver	13.52
31310 - Taxi Driver	9.78
31361 - Truckdriver, Light	13.52
31362 - Truckdriver, Medium	14.62
31363 - Truckdriver, Heavy	16.12
31364 - Truckdriver, Tractor-Trailer	16.12
99000 - Miscellaneous Occupations	
99030 - Cashier	9.03
99050 - Desk Clerk	8.36
99095 - Embalmer	25.86
99251 - Laboratory Animal Caretaker I	9.90
99252 - Laboratory Animal Caretaker II	10.80
99310 - Mortician	25.86
99410 - Pest Controller	16.64
99510 - Photofinishing Worker	13.32
99710 - Recycling Laborer	15.96
99711 - Recycling Specialist	18.07
99730 - Refuse Collector	13.99
99810 - Sales Clerk	11.95
99820 - School Crossing Guard	11.85
99830 - Survey Party Chief	20.27
99831 - Surveying Aide	13.74
99832 - Surveying Technician	18.43
99840 - Vending Machine Attendant	11.52
99841 - Vending Machine Repairer	14.81
99842 - Vending Machine Repairer Helper	11.13

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

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

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 5 years, 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 ordinance, 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 52.209-5 CERTIFICATION REGARDING RESPONSIBILITY MATTERS (APR 2010)

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that—

(i) The Offeror and/or any of its Principals—

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

(B) 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 public (Federal, State, or local) 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 (if offeror checks "have," the offeror shall also see 52.209-7, if included in this solicitation);

(C) Are ☐ are not ☐ presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision; and

(D) 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.

(1) Federal taxes are considered delinquent if both of the following criteria apply:

(i) *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.

(ii) *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.

(2) *Examples.*

(i) 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.

(ii) 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.

(iii) 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.

(iv) 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).

(ii) The Offeror has [] has not [], within a 3-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) Principal, for the purposes of this certification, 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).

THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(End of Provision)

E.2 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)

E.3 52.212-2 EVALUATION—COMMERCIAL ITEMS (OCT 2014)

(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:

- I. Executed Request for Quotations
- II. Price
- III. Technical Factors
- IV Past Performance

Technical Capability 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.4 52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS— COMMERCIAL ITEMS (DEC 2014)

The 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 (p) 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.

“Highest-level owner” means the entity that owns or controls an immediate owner of the offeror, or that owns or controls one or more entities that control an immediate owner of the offeror. No entity owns or exercises control of the highest level owner.

“Immediate owner” means an entity, other than the offeror, that has direct control of the offeror. Indicators of control include, but are not limited to, one or more of the following: Ownership or interlocking management, identity of interests among family members, shared facilities and equipment, and the common use of employees.

“Inverted domestic corporation” means a foreign incorporated entity that meets the definition of an inverted domestic corporation under 6 U.S.C. 395(b), applied in accordance with the rules and definitions of 6 U.S.C. 395(c).

“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.

“Small disadvantaged business concern”, consistent with 13 CFR 124.1002, means a small business concern under the size standard applicable to the acquisition, that—

(1) Is at least 51 percent unconditionally and directly owned (as defined at 13 CFR 124.105) by—

(i) One or more socially disadvantaged (as defined at 13 CFR 124.103) and economically disadvantaged (as defined at 13 CFR 124.104) individuals who are citizens of the United States; and

(ii) Each individual claiming economic disadvantage has a net worth not exceeding \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(2) The management and daily business operations of which are controlled (as defined at 13.CFR 124.106) by individuals, who meet the criteria in paragraphs (1)(i) and (ii) of this definition.

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

(1) Directly by a parent corporation; or

(2) Through another subsidiary of a parent corporation.

“Veteran-owned small business concern” means a small business concern—

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

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

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

“Women-owned small business concern” means a small business concern—

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

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

“Women-owned small business (WOSB) concern eligible under the WOSB Program” (in accordance with 13 CFR part 127), means a small business concern that is at least 51 percent directly and unconditionally owned by, and the

management and daily business operations of which are controlled by, one or more women who are citizens of the United States.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(10) *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)(10)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. *[The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture:_____.]* Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

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

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

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

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

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

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

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

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

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

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

(2) Foreign End Products:

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

[List as necessary]

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

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

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms “Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end product,” “commercially available off-the-shelf (COTS) item,”

“component,” “domestic end product,” “end product,” “foreign end product,” “Free Trade Agreement country,” “Free Trade Agreement country end product,” “Israeli end product,” and “United States” are defined in the clause of this solicitation entitled “Buy American—Free Trade Agreements—Israeli Trade Act.”

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

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

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

[List as necessary]

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled “Buy American—Free Trade Agreements—Israeli Trade Act.” The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of “domestic end product.”

Other Foreign End Products:

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

[List as necessary]

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

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

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

Canadian End Products:

Line Item No.

[List as necessary]

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

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

Canadian or Israeli End Products:

Line Item No.	Country of Origin
<hr/>	<hr/>
<hr/>	<hr/>
<hr/>	<hr/>

[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
<hr/>	<hr/>
<hr/>	<hr/>
<hr/>	<hr/>

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

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

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

☐ TIN: _____.

☐ TIN has been applied for.

☐ TIN is not required because:

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

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

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

(4) *Type of organization*.

☐ Sole proprietorship;

☐ Partnership;

☐ Corporate entity (not tax-exempt);

☐ Corporate entity (tax-exempt);

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

☐ Foreign government;

☐ International organization per 26 CFR 1.6049-4;

☐ Other _____.

(5) *Common parent*.

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

☐ Name and TIN of common parent:

Name _____.

TIN _____.

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

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

(1) Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with either an inverted domestic corporation, or a subsidiary of an inverted domestic corporation, unless the exception at 9.108-2(b) applies or the requirement is waived in accordance with the procedures at 9.108-4.

(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.

(p) *Ownership or Control of Offeror.* (Applies in all solicitations when there is a requirement to be registered in SAM or a requirement to have a DUNS Number in the solicitation.)

(1) The Offeror represents that it [] has or [] does not have an immediate owner. If the Offeror has more than one immediate owner (such as a joint venture), then the Offeror shall respond to paragraph (2) and if applicable, paragraph (3) of this provision for each participant in the joint venture.

(2) If the Offeror indicates “has” in paragraph (p)(1) of this provision, enter the following information:

Immediate owner CAGE code:

Immediate owner legal name:

(Do not use a “doing business as” name)

Is the immediate owner owned or controlled by another entity: ☐ Yes or ☐ No.

(3) If the Offeror indicates “yes” in paragraph (p)(2) of this provision, indicating that the immediate owner is owned or controlled by another entity, then enter the following information:

Highest-level owner CAGE code:

Highest-level owner legal name:

(Do not use a “doing business as” name)

(End of Provision)

E.5 52.217-5 EVALUATION OF OPTIONS (JUL 1990)

Except when it is determined in accordance with FAR 17.206(b) not to be in the Government's best interests, the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).

(End of Provision)

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

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

Mark A. Erickson

Hand-Carried Address:

Department of Veterans Affairs
Network Contracting Office 20
1495 Wilmington Drive, Suite 360
Dupont WA 98327

Mailing Address:

Department of Veterans Affairs
Network Contracting Office 20
1495 Wilmington Drive, Suite 360
Dupont WA 98327

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

(End of Provision)

E.7 VAAR 852.209-70 ORGANIZATIONAL CONFLICTS OF INTEREST (JAN 2008)

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

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

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

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

(End of Provision)

E.8 VAAR 852.233-70 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.9 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)

E.10 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.11 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.12 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)

E.13 VAAR 852.273-74 AWARD WITHOUT EXCHANGES (JAN 2003)

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

(End of Provision)

E.14 BASIS OF SELECTION

LOCUM TENENS SUPPLEMENTAL NURSING STAFF FOR BOISE VA HEALTHCARE SYSTEM

1. **Contract Type:** This solicitation will result in the award of a Firm Fixed Price Contract. The Government intends to select one or multiple contractors (whichever is most advantageous to the government) for the subject solicitation. Please note the following changes, clarifications, or additions to the terms in various provisions and clauses included in this solicitation
2. **Responsive and Responsible:** This is a small business set aside solicitation . This will be a best value negotiated acquisition based on trade-offs of evaluation factors. A single or multiple offerors will be selected who are deemed responsive and responsible in accordance with the Federal Acquisition Regulation (FAR) 9.104-1, whose offer conforms to the RFQ's requirements and who has acceptable or neutral past performance. Partial offers will not be accepted; to be eligible for an award, offerors must be able to provide personnel at the locations specified in the Performance Work Statement, Section 2, Scope of Work, as required.
3. **Options:** The Government will evaluate the submitted offer for selection 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).
4. **Firm Fixed-Price Task Order:** 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 solicitation, shall result in a 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.
5. **SAM Registration:** Offeror must be registered in the System for Acquisition Management. No contract will be entered into with an unregistered contractor. Internet access allows you to register by completing an electronic on-line registration application at the following website address: <https://www.sam.gov/portal/public/SAM/> . On-line Representations and Certifications (ORCA) may also be filled out at this website.
6. **Quotations Preparation Instructions:**
 - 6.1.A **Specific Instructions:** All quotations shall be legible and prepared in the following general format to be properly evaluated. A cover sheet with the company's name, address and telephone number, Request for Quotation (RFQ) number, title of the RFQ and the original date of submittal. The original date shall be located in the upper right hand corner of the cover sheet. Return quotations no later than shown in Block 8 (page 1). Quotations shall be emailed to the attention of the Contracting Officer, Paul Richardson, at paul.richardson2@va.gov. Offers shall be complete, self-sufficient, and respond directly to the requirements of this solicitation.
 - 6.1.1 **EVALUATION FACTORS AND CRITERIA:**

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. Technical Capability and Past Performance when combined are approximately equal to Price

Part I: Executed Request for Quotations

Part II: Price

Part III: Technical Factors (Subfactors 1-3 are all equally weighted)

Part IV: Past Performance

6.1.2 Part I - Executed Request for Proposals: Requires the offeror to complete blocks 17a, 17b, 30a, 30b and 30c. Complete all necessary fill-ins and certifications concerning – Offeror Representations and Certifications at FAR Clause 52.212-3 and acknowledgement of amendments issued (may be done online-see paragraph 5 above). The form, *Contractor Employees Legal Status* shall also be signed and submitted with the offeror's proposal.

6.1.3 Part II - Price: Insert proposed pricing in the table located on page 29. Note that quantity amounts are estimated based on historical records, but do not guarantee the Contractor that services in these amounts will be ordered.

6.1.4 Part III - Technical Quality: Technical Quality will be determined by evaluation of the following submitted documents, which represent technical subfactors:

6.1.4.1. Subfactor 1: Services Management Plan: This is the Contractor's plan that explains in detail how the Contractor is organized to provide the required services in a timely and cost-effective manner to the Government and VA client patients. Plan shall address the offeror's 1) ability to meet timeliness and quality care requirements; 2) ability to provide qualified nursing staff as required; 3) ability to coordinate care with the VA and its patients; 4) ability to meet the requirements specified in the Performance Work Statement; and 5) ability of contractor personnel to be credentialed and privileged to provide services as the inpatient service provider.

6.1.4.2. Subfactor 2: Quality Control Plan: This is the Contractor's plan that outlines the Contractor's process in ensuring the quality of the services they will provide under this agreement.

6.1.4.3. Subfactor 3: Provider Pool: The contractor shall provide a pool of resumes:

Seven (7) RN's LPNS

Ten (10) CNA's

Ten (10) Sitters

Resumes that demonstrate each individual included in the pool meets the following technical qualifications:

RNs and LPNs

- a. Contract employees practices as a registered nurse or licensed practical/vocational nurse in providing patient care as assigned.
- b. Contract employees must have current valid and unencumbered license in a State, Territory or

Commonwealth of the United States or the District of Columbia.

- c. Contract employees must have a minimum of two years' experience within the last five (5) years in the area of assignment.
- d. Contract employees must have competency in the area of assignment.
- e. Contract employees provided in adult critical care areas must have a current certification in Advanced Cardiac Life Support (ACLS).
- f. Contract employees providing care in other than an adult critical care area must have a current certification in Basic Life Support (BLS).
- g. Contract employees education level of a BSN preferred but not required.
- h. Evaluation ratings will be assessed based on proposed individual's experience and qualifications.

Certified Nursing Assistants (CNA):

- a. Contract CNA employees must hold a current certification as a Certified Nursing Assistant.
- b. Be certified in Basic Life Support (BLS)
- c. Must possess competency in the area of assignment and have six (6) months of general experience and have one (1) year above high school with courses related to the occupation.
- d. Evaluation ratings will be assessed based on proposed individual's experience and qualifications.

Sitter:

- a. Contract Sitter employees must be certified in Basic Life Support.
- b. Evaluation ratings will be assessed based on proposed individual's experience and qualifications.

6.1.5. Part IV - Past Performance: Offeror shall submit the name of the company, telephone number and point of contact for a minimum of 3 recent and relevant contracts that show past performance information on the same type of contract as is proposed here. If the offeror has no past performance information on this type of contract, the offeror shall specifically state that it has no such past performance. The Government reserves the right to obtain past performance information from other sources. The past performance information shall include the following:

6.1.5.1. Name of contracting activity(ies);

6.1.5.2. Contract number(s);

6.1.5.3. Contract type(s);

6.1.5.4. Total contract value(s);

6.1.5.5. Brief statement of contract work performed with contract performance period(s);

6.1.5.6. Name, telephone and fax numbers, and email addresses of the subject contract(s) Contracting Officer(s), Contracting Officer's Representatives(s), and Program Manager(s).

6.1.5.1 The government shall also review past performance data in the Past Performance data in the Past Performance Retrieval System (PPIRS)

6.1.5.2 If the contractor has no past performance that they will receive a neutral rating.