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

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

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

a. CONTRACTOR:

b. GOVERNMENT: Contracting Officer 00244

Department of Veterans Affairs

Network Contracting Office 4

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, in Arrears

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.

Austin Payment Center

Department of Veterans Affairs

PO Box 149971

Austin TX

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

AMENDMENT NO	DATE

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

This solicitation includes FAR 52.219-14 Limitations on Subcontracting. Accordingly, any contract resulting from this solicitation will include this clause. The contractor is advised in performing contract administration functions, the CO may use the services of a support contractor(s) retained by VA to assist in assessing the contractor's compliance with the limitations on subcontracting or percentage of work performance requirements specified in the clause. To that end, the support contractor(s) may require access to contractor's offices where the contractor's business records or other proprietary data are retained and to review such business records regarding the contractor's compliance with this requirement. All support contractors conducting this review on behalf of VA will be required to sign an "Information Protection and Non-Disclosure and Disclosure of Conflicts of Interest Agreement" to ensure the contractor's business records or other proprietary data reviewed or obtained in the course of assisting the CO in assessing the contractor for compliance are protected to ensure information or data is not improperly disclosed or other impropriety occurs. Furthermore, if VA determines any services the support contractor(s) will perform in assessing compliance are advisory and assistance services as defined in FAR 2.101, Definitions, the support contractor(s) must also enter into an agreement with the contractor to protect proprietary information as required by FAR 9.505-4, obtaining access to proprietary information, paragraph (b). The contractor is required to cooperate fully and make available any records as may be required to enable the CO to assess the contractor's compliance with the limitations on subcontracting or percentage of work performance requirement.

(End of Clause)

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

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

(End of Clause)

Statement of Work

A. PURPOSE

The goal of the Healthcare for Homeless Veterans (HCHV) program is to remove homeless Veterans from the street or habitation unfit for Veterans and place them in community-based, residential environments with sufficient therapeutic services to meet the needs of those Veterans. Through the HCHV program, The Department of Veterans Affairs (VA) provides case management services to Veterans and facilitates their access to a broad range of medical, mental health, and rehabilitative services. VA Clarksburg Healthcare System (VACHS) needs to acquire care, treatment and rehabilitative services to Veterans suffering from serious mental illness, including Veterans who are homeless, in community-based treatment facilities offering a safe and secure environment that supports their rehabilitation goals. The Contractor will be required to provide therapeutic and rehabilitative services, but will not be required to provide detoxification or other hospital level treatment – those services will be provided by the VA at VA facilities.

The Government intends to award a firm-fixed price, Multiple Award IDIQ contract to utilize beds at multiple facilities.

The successful contractor(s) will have a facility located in either Wood County West Virginia or Upshur County West Virginia or both.

This procurement is for Transitional Housing Services in accordance with FAR 13.5 Test Program for Certain Commercial Items.

B. SERVICES TO BE PROVIDED

The Contractor shall provide beds and furnish services to beneficiaries of VA Clarksburg Healthcare System for whom such care is specifically authorized by the Department of Veterans Affairs (herein called VA). It is understood that the type of patients to be cared for under this contract are authorized VA beneficiaries who are experiencing homelessness and serious mental illness/substance abuse issues and will normally require care and services over and above the level of room and board.

The Contractor shall furnish each Veteran authorized care under this contract with the following basic services:

- A supervised environment which will be staffed on a 24-hour basis;
- A bed for each veteran
- Laundry facilities for residents to do their own laundry; and,
- Therapeutic and Rehabilitative Services determined to be needed by individual

Veteran patients, in a plan developed by the Contractor with consultation by the Veteran and the VA case manager. Services which the Contractor must be able to furnish include:

1. Structured group activities, including physical activities as appropriate.
2. Instruction in and assistance with health and personal hygiene.
3. Monitoring medications used by veterans to include types of medication and frequency of use
4. Supportive social services, in collaboration with the case managers, VA or other community contract resources.

5. Individual professional counseling, including counseling on self-care skills, adaptive coping skills and, as appropriate, vocational rehabilitation counseling, in collaboration with VA program or contract community resources.
 6. Assistance in learning and development of responsible living patterns to achieve a more adaptive level of psychosocial functioning, upgraded social skills, and improved personal relationships.
 7. Support for an alcohol/drug abuse-free lifestyle.
 8. Assistance in learning, testing, and internalizing knowledge of the illness/recovery process.
- Unless specifically excluded in this contract, the per diem rate established will include the services listed in this document and will also include all services or supplies normally provided other patients by the facility without extra charge.
 - Any other services that the contractor typically provides its patients and customers.

C. FACILITY/PERSONNEL

The contract facility must have a current occupancy permit or license required by the authority having jurisdiction. The Contractor shall employ sufficient professional health care personnel to carry out the policies, responsibilities, and programs of the facility. In residential treatment facilities there must be, at a minimum, a full-time administrative staff member or designee of equivalent professional capability on duty on the premises or residing at the house and available for emergencies 24 hours a day, 7 days a week. In those instances where a supervised residential setting is linked to a geographically distinct rehabilitation and/or socialization day program, sufficient professional health care personnel must be identified to provide the necessary therapeutic activities and to ensure a meaningful integration of these efforts with those provided in the residential setting.

The Contractor shall make available to the VA COR information deemed necessary by the VA to conduct utilization review audits for the mandated national evaluation study as required by Section 2 of Public Law 100-6; to verify quality of patient care for Veterans; to assure confidentiality of patient record information; and to determine the completeness and accuracy of financial records. The Contractor shall conduct treatment and discharge plan reflecting a team assessment of health, social and vocational needs and the involvement of residents' families (when available) and appropriate community resources in resolving problems and setting goals.

The Contractor shall comply with the VA Patient's Bill of Rights as set forth in Section 17.34a, Title 38, Code of Federal Regulations.

This agreement does not require the provider to have JCAHO accreditation or other regulatory requirements regarding worker competency, however, the Contractor must perform the required work in accordance with JCAHO standards or equivalent. The Contractor is required to develop and maintain the following documents for each contract employee working on this agreement:

- Credentials and qualifications for the job.
- Documentation of continuing education for the last two years.

The Contractor will provide current copies of these records at the time of contract award and annually on the anniversary date of contract award to the VA Contracting Officer Representative (COR), or upon request, for each Contractor employee working on this agreement.

Before commencing work under the contract, the Contractor shall furnish the Contracting Officer with a certification from their insurance company indicating that the coverage outlined in this contract has been obtained and that it may not be changed or canceled without written notice within thirty (30) days to the Contracting Officer.

Wage Determination(s) are listed in Section D. of the solicitation. All applicable mandatory minimums shall be met.

D. INSPECTION

It is agreed that the VA will have the right to inspect the residential treatment center and all appurtenances by an authorized representative(s) designated by the VA.

After contract award, a multidisciplinary VA team consisting of a social worker, nurse, dietician, and a safety officer shall conduct a survey of the residential treatment/community health care center. If the facility is found to be non-compliant at that time, the contract may be terminated for default. Residential treatment centers to be utilized will be restricted to community based facilities that provide food, shelter, and therapeutic service in a supportive environment. Residential treatment settings shall make documented information available to the VA, as deemed necessary to:

- Conduct utilization review audits for the mandated national evaluation study,
- Verify quality of patient care for Veterans,
- Ensure confidentiality of patient record information, and
- Determine the completeness and accuracy of financial records.

In cases of complexes of non-VA community health care facilities, it is imperative that all components of the program be inspected by the VA team prior to award of the contract. Each of the community health care facilities identified in the complex as part of the contract will also be subject to the requirements for contracting, safety and record keeping described in other parts of this document as applying to the residential treatment center.

The VA Safety Officer may inspect the facility for conformity to the current Life Safety Codes after contract award. The other members of the team will focus on the assessment of the quality of life within the residential treatment facilities, giving particular attention to the following indicators:

- General observation of residents indicates that they maintain an acceptable level of personal hygiene and grooming.
- The facility meets applicable fire, safety, and sanitation standards in attractive surroundings conducive to social interaction and the fullest development of the resident's rehabilitative potential.
- The facility should be in a central location, near public transportation, and near areas which provide employment.
- Appropriate, organized activity programs during waking hours (including evenings) reflecting a high level of activity in the facility or in the linked facilities, for example, individual professional counseling, physical activities, assistance with health and personal hygiene.
- There is evidence of facility-community interaction. This may be demonstrated by the nature of scheduled activities, or by information about resident flow out of the facility, e.g., community activities, volunteers, local consumer services, etc.
- Staff behavior and interaction with residents convey a caring, friendly attitude.

- Nutritionally-adequate meals are provided in a setting which encourages social interaction. Nutritious snacks between meals and bedtime are available for those requiring or desiring additional food, when it is not medically contraindicated. The addition of nutritious snacks to the requirements of the rooms and board is required for homeless chronically, mentally ill patients. Many of these patients are either undernourished or have developed poor eating habits or both, because of their chronic psychiatric disorder, including alcohol/drug abuse behaviors. The local VA dietitian may consult with the initial inspection team and the team making subsequent assessments, in evaluating not only the printed menus but also the patients' satisfaction with meals and the actual consumption of food offered.
- The Contractor shall be advised of the finding of the inspection team. If deficiencies are noted during any inspection, the facility will be given a reasonable time to take corrective action and notify the Contracting Officer that the corrections have been made. A contract will not be awarded until noted deficiencies have been eliminated.
- The VA shall monitor the Contractor's program and inspect the Contractor's facility to ensure compliance with this agreement. Any unsatisfactory conditions noted during the inspection of the contract facility will be reported in writing to the VA Contracting Officer. If corrections are not made to the satisfaction of the VA, the Contracting Officer will consult with the appropriate officials so that suitable arrangements can be made to discharge or transfer patients and to terminate the contract.

E. PATIENT CARE/HANDLING/RECORDKEEPING

The Contractor will notify the authorizing VA immediately when a medical emergency occurs which requires hospitalization of any patient receiving care at VA expense. It is agreed that the Veterans will be admitted to the nearest available VA facility when possible. If hospitalization of a non-emergency nature is required, it is agreed that admission to a VA will be accomplished consistent with VA eligibility criteria, as determined by VA policies.

The Contractor shall comply with the principles listed 38 CFR 17.707(b) to provide housing and supportive services in a manner that is free from religious discrimination.

In the event a beneficiary receiving residential treatment center care under this contract dies, the residential treatment center will promptly notify the VA office authorizing admission and immediately assemble, inventory, and safeguard the patient's personal effects. The funds, deposits, and effects left by VA patients upon the premises of the residential treatment center shall be delivered by the residential treatment center to the person or persons entitled thereto under the laws currently governing the residential treatment center for making disposition of funds and effects left by patients, unless the beneficiary died without leaving a will, heirs, or next of kin capable of inheriting. When disposition has been made, the itemized inventory with a notation as to the disposition of the funds and effects will be immediately forwarded to the VA office. Should a deceased patient leave no will, heirs or next of kin, his personal property and funds - wherever located - vests in and becomes the property of the United States in Trust. In these cases the residential treatment center will forward an inventory of any such property and funds in its possession to the appropriate VA office and will hold them (except articles of clothing necessary for proper burial) under safeguard until instructions are received from the VA concerning disposition. Subsequent inspections of the residential treatment center must be made annually by a multidisciplinary team including such hospital personnel as deemed necessary to assure that the facility provides quality care in a safe environment. As site visits are accomplished by VA program

personnel, attention will be directed to the adequacy of the Veteran's records. Site visits will also include a spot check of records to ensure Contractor invoices accurately reflect the Veteran's length of stay.

The Contractor shall maintain an individual clinical record on each Veteran out-placed under this contract. The Contractor must comply with the requirements of the "Confidentiality of Certain Medical Records" (38 USC 4132), and the "Confidentiality of Alcohol and Drug Abuse Patients Records" (42 CFR, Part II) when appropriate, and shall be part of the contract. All case records will be maintained with such security and confidentiality as required, and will be made available on a need-to-know basis to appropriate VA staff members involved with the treatment program of the Veterans concerned. In addition to reasons for referral, the clinical record maintained by the contract facility will include:

- All essential identifying data relevant to the resident and his/her family, including a socio-cultural vocational assessment.
- Data relating to the resident's admission, to include the targeted goals for constructive changes which are to be attained during the residential rehabilitation episode, and the anticipated length of stay, if known.
- Copies of any medical prescriptions issued by physicians, including orders, if any, for medications to be taken;
- Reports of periodic reevaluation by program staff, to include any measures of movement toward rehabilitation goals, with focus on the attainment of self-help skills.
- Final summaries on each resident who leaves the program, to include a description of beneficial changes realized during the residential period, reasons for leaving, the resident's future plans, and, if possible, follow-up locator information.
- Upon discharge or death of the patient, medical records on all VA beneficiaries will be retained by the Residential Treatment Center (RTC) in accordance with state and federal law for a period of at least three years following termination of care.
- Any patient with non-compliance issues (medication, adherence to rules, following treatment plan goals, relapses and acting out behavior,) will be reported to the Homeless Coordinator or designee. 1.38 U.S.C. 4132/42 CFR Part II are available for review at the Veterans Administration Medical Center, Medical Administration Service.

The Contractor shall visit and comply with the website

<http://www.fas.org/sgp/crs/misc/RL34024.pdf>; to verify quality of patient care for Veterans, to assure confidentiality of patient record information and to determine the completeness and accuracy of financial records.

The Contractor shall visit and comply with the principles listed in 38 CFR 17.707(b) (http://edocket.access.gpo.gov/cfr_2002/julqtr/pdf/38cfr17.710.pdf) to provide housing and supportive services in a manner that is free from religious discrimination or discrimination based on medial or mental health diagnosis.

F. REFERRAL AND OUTREACH

The VA case manager/treatment team shall identify and refer all patients to the Contractor. All patients will be homeless including severely mentally disabled Veterans to include those with alcohol and/or substance abuse disorders.

Before referring any patient, the VA shall have provided the patient with a clinical assessment, a physical exam, laboratory studies if indicated, and confirmation of chronic mental illness by a VA mental health professional.

The Contractor shall conduct community outreach to identify Veterans eligible for transitional housing. The VA mental health professional will provide a clinical assessment and a physical exam as previously stated.

VA will authorize up to six (6) months of care depending upon the needs of the patient as determined by the patient, the VA outreach worker, and the residential treatment staff. Authorizations beyond the current fiscal year are contingent upon funds being available for the next fiscal year.

G. STANDARDS/LICENSES

Both residential and ambulatory care facilities must conform to the standards of the Life Safety Code (National Fire Protection Association #101) and the fire and safety code imposed by the state law. The Contractor shall meet all city, state, and federal requirements concerning licensing and health codes. In all cases, the VA requires a level of safety which conforms to NFPA #101. All contract facilities must be licensed under state or federal authority.

In the performance of this contract, the Contractor shall take such safety precautions as the Contracting Officer, or his/her designee may determine to be reasonably necessary to protect the lives and health of the occupants of the buildings. The Contracting Officer, or his/her designee, will notify the Contractor of any noncompliance with the foregoing provisions and the action to be taken. The Contractor shall after receipt of such notice immediately correct the conditions to which attention has been directed. Such notice, when served on the Contractor or his/her representative at the site of the work, shall be deemed sufficient for the purposes aforesaid. If the Contractor fails or refuses to comply promptly, the Contracting Officer may issue an order stopping all or any part of the work and hold the Contractor in default.

H. DIETETIC SERVICES

Patient dietary needs shall be met in accordance with sound medical practice. At least three nutritious meals or their equivalent shall be served daily at regular times with not more than a 14 hour span between evening meal and breakfast of the following day. Between meals and/or bedtime snacks of nourishing quality shall be offered. The food shall be prepared, served and stored under sanitary conditions. Sanitary procedures shall be established and maintained for washing dishes, cleaning equipment and work areas, and for proper waste disposal.

I. HOMELESS PROGRAM REPORTING REQUIREMENT

The Contractor shall enter client level data on all Veterans served through VA's HCHV residential contract/emergency housing program. The Contractor shall enter the client level data into the local community Continuum of Care's (CoC) HIS. Data entered must include, at a minimum, the Universal Data Elements from the 2010 HMIS Data Standards.

J. ABSENCES

The Contractor shall notify the authorizing COR of absences from the facility. Unexcused/unauthorized absences of the patient from the facility in excess of 48 hours shall not be reimbursable. Should a patient referred to a residential treatment facility, absent

himself/herself in an unauthorized manner payment for services for that Veteran to the contract facility would be continued for a maximum period of three days provided there is an active outreach attempt on the part of the contract facility staff to return the Veteran to the residential treatment program and a strong likelihood that the patient will return. Management of program dropout shall be an element of quality assurance review of this program; failure to comply with above shall result in negative contract performance review or contract termination.

It is understood that the beneficiary may be provided facility care at the expense of the VAMC for a period not to exceed the stated length of time stated in the treatment plan contract, unless an extension of the authorization is provided in writing by the VAMC. Length of stay at the Contractors' facility shall be initially authorized for up to 60 days depending upon the needs of the patient as mutually determined by the patient, the residential treatment staff, and VAMC HCHV Treatment Staff. An additional 60 days of contract supported residential treatment may be authorized with the Chief, Mental Health, Social Work Executive or Designee's approval with such funding as is authorized.

The VAMC reserves the right to remove any/all patients from the facility at any time without additional cost, when it is determined to be in the best interest of the VAMC or the patient. Requests for readmissions shall be accessed and screened on an individual basis depending upon the needs of the patient as determined by the patient, the Contractors' treatment staff, and VAMC HCHV Treatment Staff.

The Contractor shall not charge Veterans any fee for care to include cash, food stamps or other public assistance.

K. INCIDENTS

The Contractor shall notify the COR or designee and the Clarksburg VAMC Administrative Officer of the Day (AOD) (after hours) and the Social Worker on Call when a medical emergency occurs, requiring re-hospitalization of a patient receiving care at VAMC expense. It is agreed that the Veteran shall be readmitted to the appropriate VAMC facility. When such readmission is not feasible because of the nature of the emergency, it is agreed that hospitalization in a non-federal hospital may be accomplished provided the VAMC authorization is obtained. If hospitalization of a non-emergency nature is required it is agreed that readmission to the VAMC will be accomplished promptly.

The Contractor shall notify the authorizing VAMC facility immediately of any incidents involving Veterans residing in the residential program. The Contractor shall notify the VAMC Case Manager by telephone during the hours of 8:00am and 4:30pm. All incidents that occur after normal business hours, the Contractor shall notify the AOD and the Social Worker on Call (AOD has pager number for Social Worker on Call). The Contractor shall provide the HCHV Case Manager and the COR with a copy of the incident report within the next business day. The Contractor shall maintain a copy of the incident report in the Veteran's chart.

All patient safety incidents shall be investigated, confirmed and resolved by the Contractor. Conclusions and findings of those incidents shall be reported to the COR within 3 business days after incident.

L. CONTRACTOR FACILITY

The Contractor facility must have a current **occupancy permit or license required** by all applicable jurisdictions.

The Contractor facility shall be equipped with operational air conditioning/heating systems. Air conditioning and heating systems that malfunction shall be repaired within three business days; repeated failure to repair inoperable equipment within the timeframe may result in an unfavorable contract performance evaluation or contract termination.

The Contractor facility shall be kept clean free of dirt, grime, mold, infestations or other hazardous substances and damages which noticeably detract from the overall appearance and safety of the facility. Failure to provide a clean, safe environment may result in contract termination.

The Contractor facility shall be equipped with first aid kit, fire extinguisher fully charged and non-expired, fire/carbon alarms, evacuation plan in case of emergency. The Contractor facility shall have access to oxygen for emergencies and for physician-ordered care. The Contractor facility shall have windows and doors that can be opened and closed in accordance with manufacturer standards.

The Clarksburg VACHS will not incur any costs associated with the Contractor providing inadequate facilities or faulty equipment.

The contract facility shall not maintain nor provide dual or segregated patient facilities, which are segregated on the basis of race, creed, color or national origin. The facility may neither require such segregated use by written or oral policies nor tolerate such use by local custom. The term "facilities" shall include but not be limited to rooms, wards, sections, eating areas, drinking fountains, entrances, etc.

The VACHS will readily have access to all records concerning the Veteran's care in the Contractor facility. It is understood that duly authorized representatives of the VAMC will provide follow-up supervision visits to Veterans placed to assure the continuity of care and to assist in the Veteran's transition back into the community. It is understood that these visits do not substitute nor relieve the facility in any way of the responsibility for the daily care and treatment of the Veteran. Upon discharge or death of the patient, records on all VACHS beneficiaries shall be returned to the VA COR.

The facility warrants that all applicable fire laws are being complied with and there are no recommendations from fire officials which have not been resolved.

The Contractor shall comply with the VA Patient's Bill of Rights as set forth in the Code of Federal regulations, Section 17.34a, Title 38 (copy is available upon request).

M. COMPLAINTS HANDLING

The COR shall monitor the services provided. The Contractor shall cooperate with the COR in providing information and answering questions in a timely manner when requested. The Contractor shall refer complaints received directly from the customer(s) to the COR. All complaints received by the COR and forwarded to the Contractor shall be investigated within 72 hours. After investigation and disposition, the Contractor shall respond to the COR within five (5) working days after receipt by the Contractor.

The Contractor's facility shall maintain copies of the Healthcare for Homeless Veterans (HCHV) Veteran Handbook and all Contractor staff shall be familiar with the Veteran Rights and Responsibilities and Grievance Procedures as stated within this handbook.

N. TRANSPORTATION

The Contractor shall provide the patients with transportation to and from care at the VAMC and other social services appointments (such as, Department of Social Services, Employment Security Commission, Social Security, and Veterans Service Office), and treatment appointments.

The Contractor shall provide patient's with bus tickets to access transportation. If the Veteran is not medically cleared to use public transportation, the facility shall provide private transportation. The facilities geographical location shall have ease of access to the local bus route, for patients to access. Provision of transportation to and from medical center and other appointments is required. Failure to provide essential transportation services on a repeated basis may result in unfavorable contract performance evaluation or may result in contract termination. Private transportation must comply with all federal, state, and local laws and regulations.

These costs will not be additional costs. They are to be included in the Vendor's quoted daily rate.

O. TASK-ORDER ORDERING PROCEDURES

When additional beds over the minimum are needed, the order will be issued to an awardee based on a Best Value Determination. When technical and past performance data are combined, they are more important than price. The evaluation factors' order of importance is as follows:

- Technical Acceptance
 - Variety of services offered
 - Quality of services offered
- Past Performance
- Price

Per FAR 16.5(b), the Contracting Officer must provide each awardee a fair opportunity to be considered for each order exceeding \$3,000 issued under this contract. If the order does not exceed the simplified threshold, the Contracting Officer need not contact each of the multiple awardees under the contract before selecting an order awardee.

The selection of a Contractor will be made based on the following criteria:

- Proximity of the vendor's facility with respect to the Government's required geographical need
- Availability of a Bed

It is the intent of the VA to rotate awards between Contractors to the extent possible. Orders expected to cost over \$5 million will be issued in accordance with FAR 16.505(b)(1)(iv).

P. DEFINITIONS

The services covered by this contract shall be furnished by the contractor as defined herein. The following terms have the following meanings:

Normal Work Hours: Normal Work hours: Monday – Friday, 8:00am to 4:30pm.

Contractor Work Hours: The services covered by this contract shall be furnished by the contractor as defined herein. The contractor shall be required, to provide services 7 days per week, 24 hours per day, 365 days per year, including Federal Holidays.

Federal Holidays: The holidays observed by the Federal Government are:

New Year's Day

Labor Day

Martin Luther King's Birthday
President Day
Memorial Day
Independence Day

Columbus Day
Veterans Day
Thanksgiving Day
Christmas Day

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

When one of the holidays falls on Sunday, the following Monday shall be observed as a Federal Holiday. When a holiday falls on a Saturday, the preceding Friday shall be observed as a Federal Holiday.

VA sensitive information that has been properly disclosed by VA to the contractor is not subject to the VAAR security clause.

CONTRACTOR PERFORMANCE REPORT

GENERAL CONTRACT INFORMATION

DEPARTMENT: VA Homeless Veteran **TEAM:** Services III
CONTRACTOR: **CONTRACT #:**
BASE YEAR: **OPTION:**
BRIEF Transitional Housing Services
DESCRIPTION:
CURRENT YEAR: **QUARTER:**
AWARD FUTURE CONTRACTS? ☐ YES ☐ NO

RATINGS AND SUPPORTING DOCUMENTATION FOR RECOMMENDATION

PERFORMANCE ELEMENTS	1	2	3
A. Quality of Service/record accuracy/clinical pertinence	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
B. Timeliness of performance/scheduling/consistency of visits	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
C. Customer Service/patient satisfaction	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
D. Business Relations/honors inquiries and requests for information	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Key:

1. Performance DOES NOT meet SOME contractual requirements.
2. Performance meets contractual requirements with COR oversight.
3. Performance meets contractual requirements

Performance Measure Description	Goal	Method of Sampling	Remediation if not met
Conformity to current Life Safety Code	100% Compliance	Annual Inspection	5% reduction in final invoice
All contract facilities must be licensed under state or federal authority	100% compliance	Annual Inspection	Notice of Concern, Contract Termination if not remedied
At least three (3) nutritious meals are provided to each veteran per day, plus snacks if not contraindicated	100% compliance	Veteran Feedback; Annual Inspection	Notice of Concern, Contract Termination if not remedied
The level of care explained in Section B "Services to be Provided" is met.	100% Compliance	Veteran Feedback; Annual Inspection	Notice of Concern, Contract Termination if not remedied
Veterans receive appropriate transportation as explained in PWS	100% Compliance	Veteran Feedback; Annual Inspection	5% reduction in month's invoice

COR Comments:

--

Signature of rating official _____ Date: _____

FOR CONTRACT OFFICE USE ONLY			
Reviewing Official:		Date:	
CO Comments & Actions Taken			

CONTRACTOR PERFORMANCE REPORT

INSTRUCTIONS

“Outstanding Performance is measured by resourcefulness”

To be objective and fair in determining contract awards, we ask that you participate in our **Service Contract Performance Monitoring Program** by filling out this report on a quarterly basis. Completed reports should be returned to the **Contracting Office** by the end of the second week of the month following the end of the quarter. The completed reports can be sent hard copy or by email. It is important that the form be completed by the designated COTR or an associate who is technically or professionally capable of rating the performance of the service being provided.

“Contract monitoring is only as effective as the diligence of the COTR and/or designee”. Please read the definitions of the ratings and rate appropriately. You will notice that ratings 1 through 3 specify additional action that must be taken. A rating of 3 and 2 requires action by the using service/COTR only. **A rating of 1 requires action by the contracting office based on valid documentation provided by the COR.** Applicable performance measures should be monitored and included in this report. The data from your reports will be compiled into one quarterly report for the Medical Executive Council (MEC). It is important to take immediate action when performance issues are identified. Action taken and the effectiveness of that action should be included in this report.

Thank you for your cooperation and please do not hesitate to call with any questions and or concerns regarding this reporting form.

Erie VA

Contracting Office

Note: The Government shall order the below specified minimum contract value of services and shall order up to and including the below specified maximum contract value of services through task orders under this basic IDIQ contract during the duration of the contract to include all option periods. The maximum amount under this contract is not guaranteed.

- IDIQ contract Minimum: 1 Bed per Vendor
- IDIQ contract Maximum: TBD after contract award; based on maximum number of beds at awarded facilities.

B.4 Price/Cost Schedule

Wood County, West Virginia				
Item No.	Description	Estimated Qty.	Unit	Unit Cost
1	Base Year Homeless Veteran Services	5 Beds Per Day or 1,530 Days of Service	1 Day	
2	Option Year 1 Homeless Veteran Service	5 Beds Per Day or 1,830 Days of Service	1 Day	
3	Option Year 2 Homeless Veteran Service	5 Beds Per Day or 1,825 Days of Service	1 Day	
4	Option Year 3 Homeless Veteran Service	5 Beds Per Day or 1,825 Days of Service	1 Day	
5	Option Year 4 Homeless Veteran Service	5 Beds Per Day or 1,825 Days of Service	1 Day	

Upshur County, West Virginia				
Item No.	Description	Estimated Qty.	Unit	Unit Cost
1	Base Year Homeless Veteran Services	3 Beds Per Day or 1,098 Days of Service	1 Day	
2	Option Year 1 Homeless Veteran Service	3 Beds Per Day or 1,095 Days of Service	1 Day	
3	Option Year 2 Homeless Veteran Service	3 Beds Per Day or 1,095 Days of Service	1 Day	
4	Option Year 3 Homeless Veteran Service	3 Beds Per Day or 1,095 Days of Service	1 Day	
5	Option Year 4 Homeless Veteran Service	3 Beds Per Day or 1,095 Days of Service	1 Day	

B.5 Delivery Schedule

The period of performance will be September 1, 2015 – August 31, 2016 (August 31, 2020, if all option periods are exercised).

SECTION C - CONTRACT CLAUSES

C.1 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.

☒ (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.

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

☒ (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)).

☐ (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:

☒ (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

[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).

[X] (7) 52.222-17, Non-displacement 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, Non-displacement 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.2 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 date of contract award through contract expiration date.

(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.3 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 the minimum (1 bed), 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 (number of beds to be determined after award);

(2) Any order for a combination of items in excess of N/A; or

(3) A series of orders from the same ordering office within (N/A) 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 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.4 52.216-22 INDEFINITE QUANTITY (OCT 1995)

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

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

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

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

(End of Clause)

C.5 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 .

(End of Clause)

C.6 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 ; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 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 .

(End of Clause)

C.7 52.232-18 AVAILABILITY OF FUNDS (APR 1984)

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

(End of Clause)

C.8 52.237-3 CONTINUITY OF SERVICES (JAN 1991)

(a) The Contractor recognizes that the services under this contract are vital to the Government and must be continued without interruption and that, upon contract expiration, a successor, either the Government or another contractor, may continue them. The Contractor agrees to (1) furnish phase-in training and (2) exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor.

(b) The Contractor shall, upon the Contracting Officer's written notice, (1) furnish phase-in, phase-out services for up to 90 days after this contract expires and (2) negotiate in good faith a plan with a successor to determine the nature and extent of phase-in, phase-out services required. The plan shall specify a training program and a date for transferring responsibilities for each division of work described in the plan, and shall be subject to the Contracting Officer's approval. The Contractor shall provide sufficient experienced personnel during the phase-in, phase-out period to ensure that the services called for by this contract are maintained at the required level of proficiency.

(c) The Contractor shall allow as many personnel as practicable to remain on the job to help the successor maintain the continuity and consistency of the services required by this contract. The Contractor also shall disclose necessary personnel records and allow the successor to conduct on-site interviews with these employees. If selected employees are agreeable to the change, the Contractor shall release them at a mutually agreeable date and negotiate transfer of their earned fringe benefits to the successor.

(d) The Contractor shall be reimbursed for all reasonable phase-in, phase-out costs (i.e., costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations) and a fee (profit) not to exceed a pro rata portion of the fee (profit) under this contract.

(End of Clause)

C.9 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.10 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.11 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 . 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

See attached document: S02 PPQ.

See attached document: S02 WDOL.

SECTION E - SOLICITATION PROVISIONS

E.1 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:

The Offeror's proposal shall be submitted to the Contracting Officer. The package shall be submitted by email to Jennifer Callahan (Contracting Officer) at Jennifer.callahan4@va.gov no later than the due date of this solicitation (inclusive of amendments). Offers may also be submitted via mail using the following address:

Department of Veterans Affairs
Erie VA Medical Center
135 East 38th Street
Erie, PA 16504
Attn: Jennifer Callahan, 90C

The Offeror's proposal shall address these topics:

- 1) Technical Approach
- 2) Past Performance
- 3) Price

1. Proposal Files

TECHNICAL APPROACH

Offerors are required to submit a comprehensive and complete technical proposal that demonstrates their ability to perform the work described in this solicitation. Offerors are cautioned to be responsive to all of the requirements of the Solicitation and to provide sufficient information to allow for evaluation of the proposals per the Solicitation.

Under no circumstances shall any pricing be included in the Technical Approach. Offerors shall at a minimum address the following:

- a. The proposed Technical Approach demonstrates that the plan of action for the required work is comprehensive and implementable.
- b. The Technical Approach is consistent with the Solicitation and demonstrates the offeror's complete understanding of the work required under the contract.
- c. Specific items that are to be addressed in the proposal include:
 - i. Offeror's understanding of the work to be performed to include:
 1. Ability to perform all services listed in Solicitation
 2. Room and Board
 3. On-site facilities and services (laundry, meals, etc.)
 - ii. Key Personnel to include:
 1. Qualifications
 2. Training
 3. Resume
 4. License/Certification
 - iii. Facility Operations to include:

1. Address of facility
 2. Copy of current Occupancy Permit and/or State License/City Permit
 3. Size of Facility (number of beds)
 4. Evidence of compliance with Life Safety Code
 5. Evidence of Fire Alarm testing, Annual Sprinkler System testing, Annual Fire Marshall Inspection Report, and Emergency Disaster Plan
2. The offeror must demonstrate, through past performance, an ability to perform the work described in this Solicitation for Lithotripsy services. Offerors shall submit a list of up to three (3) contracts performed during the past three (3) years, which are relevant to the efforts required by this solicitation. Areas of relevance include all objectives addressed in the SOW.

PAST PERFORMANCE

3. **Completed Past Performance Questionnaires (PPQs)**: Offeror may submit a maximum of three (3) PPQs (Section D). The Offeror shall distribute the PPQ found in the solicitation to a point of contact (POC) at a company that they previously completed work for. The Government will accept only one (1) completed PPQ per company and a maximum of three (3) completed PPQs. The Offeror shall instruct the POC at the referenced entity to return a copy of the completed PPQ directly to Jennifer Balsiger, Contracting Officer, at jennifer.callahan4@va.gov **no later than the closing date and time of the solicitation** (inclusive of any closing date extensions granted via amendment).
4. The Government may also consider past performance information obtained through other sources. Past performance information will be utilized to determine the quality of the Offeror's past performance as it relates to the probability of success of the required effort. The Government may use information provided by the Offeror in their proposal submission, information in both Government and commercial databases, and other available information that VA determines is reasonable. The more closely the previous/current performance of services matches the solicitation requirements in terms of performance, the more relevant the performance will be considered.

PRICE

Offerors shall submit their cost proposals in the form requested in Section B.2 of the Solicitation.

Technical and past performance, when combined, are significantly more important than price.

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

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

(End of Provision)

E.2 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
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_____	_____
_____	_____
_____	_____

[List as necessary]

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

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

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

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

[List as necessary]

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

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

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

Other End Products:

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

[List as necessary]

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

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

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

(2) ☐ Have, ☐ have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or

subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property;

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

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

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

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

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

(ii) *Examples.*

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

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

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

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

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

(1) *Listed end products.*

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

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

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

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

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

(2) ☐ Outside the United States.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

☐ TIN: _____.

☐ TIN has been applied for.

☐ TIN is not required because:

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

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

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

(4) *Type of organization*.

☐ Sole proprietorship;

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

(5) *Common parent.*

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

Name _____.

TIN _____.

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

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

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

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

(End of Provision)

E.4 52.216-27 SINGLE OR MULTIPLE AWARDS (OCT 1995)

The Government may elect to award a single delivery order contract or task order contract or to award multiple delivery order contracts or task order contracts for the same or similar supplies or services to two or more sources under this solicitation.

(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)

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

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

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

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

E.6 VAAR 852.233-70 PROTEST CONTENT/ALTERNATIVE DISPUTE RESOLUTION (JAN 2008)

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

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

(6) State the form of relief requested; and

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

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

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

(End of Provision)

E.7 VAAR 852.270-1 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.8 VAAR 852.273-74 AWARD WITHOUT EXCHANGES (JAN 2003)

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

(End of Provision)

End of Document