

**SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS
OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30**

1. REQUISITION NO.
675-15-1-2632-0005

PAGE 1 OF
86

2. CONTRACT NO. 3. AWARD/EFFECTIVE DATE 4. ORDER NO.

5. SOLICITATION NUMBER
VA248-15-Q-0727

6. SOLICITATION ISSUE DATE
05-01-2015

7. FOR SOLICITATION INFORMATION CALL: a. NAME
Cyrouse Himid Houshyani

b. TELEPHONE NO. (No Collect Calls)
813-631-2816

8. OFFER DUE DATE/LOCAL TIME
05-22-2015
2:30 P.M. EST

9. ISSUED BY CODE 00248

Department of Veterans Affairs
Network Contracting Office 8 (NCO 8)

8875 Hidden River Pkwy Suite 525
Tampa FL 33637

10. THIS ACQUISITION IS UNRESTRICTED OR SET ASIDE: 100 % FOR:

SMALL BUSINESS WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM NAICS: 621399

HUBZONE SMALL BUSINESS EDWOSB

SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS 8(A) SIZE STANDARD: \$7.5 Million

11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED
 SEE SCHEDULE

12. DISCOUNT TERMS

13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)

13b. RATING
N/A

14. METHOD OF SOLICITATION
 RFQ IFB RFP

15. DELIVER TO CODE 00675

Department of Veteran Affairs
Orlando VA Medical Center
5201 Raymond Street
Orlando FL 32803

16. ADMINISTERED BY CODE 00248

Department of Veterans Affairs
Network Contracting Office 8 (NCO 8)

8875 Hidden River Pkwy
Tampa FL 33637

17a. CONTRACTOR/OFFEROR CODE FACILITY CODE

18a. PAYMENT WILL BE MADE BY CODE

Department of Veterans Affairs
Financial Services Center

P.O. Box 149971
Austin TX 78714-9971

TELEPHONE NO. DUNS: DUNS+4: PHONE: FAX:

17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER

18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED
 SEE ADDENDUM

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	<p>This is a combined synopsis/solicitation. The purpose of the Request for Quote (RFQ) is to acquire (1) Board Certified Chief Medical Physicist FTE for the Radiation Oncology Services at the Orlando VA Medical Center 5201 Raymond Street, Orlando, FL 32803 (Current Site) and 13800 Veterans Way, Orlando, FL 32827 (Future Site).</p> <p align="center">(Use Reverse and/or Attach Additional Sheets as Necessary)</p>				

25. ACCOUNTING AND APPROPRIATION DATA
675-3650160-2632-822200 2560

26. TOTAL AWARD AMOUNT (For Govt. Use Only)

27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA ARE ARE NOT ATTACHED.

27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA ARE ARE NOT ATTACHED

28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 1 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED

29. AWARD OF CONTRACT: REF. _____ OFFER DATED _____. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN IS ACCEPTED AS TO ITEMS:

30a. SIGNATURE OF OFFEROR/CONTRACTOR

31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)
Yamil O. Rodriguez

30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT) 30c. DATE SIGNED

31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) 31c. DATE SIGNED

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B.1 CONTRACT ADMINISTRATION DATA

Contracting Officer's Representative (COR) is Jose Rosario at 407-629-1599 X1313. Contract Specialist is Cyrouse Himid Houshyani at 813-631-2816

CAUTION - LATE Submissions, Modifications, and Withdrawals: See provision 52.212-1. All quotes are subject to all terms and conditions of this RFQ.

1. a. **CONTRACT ADMINISTRATION:** List below responsible party that shall be contacted during the term of this contract for matters pertaining to the contract:

Contractor Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

E-mail: _____

Federal Taxpayer Identification
Number _____

Dun and Bradstreet Number _____

b. Government: **Contract Specialist (90C) Cyrouse Himid Houshyani**
Department of Veterans Affairs
8875 Hidden River Parkway, Suite 525
Tampa, FL 33637-1035
Phone (813) 631-2801
Fax (813) 631-3368

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

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

or

52.232-36, Payment by Third Party

3. INVOICES: Invoices shall be submitted in arrears:

- a. Quarterly []
- b. Semi-Annually []
- c. Other [X] Weekly

4. ACKNOWLEDGMENT OF AMENDMENTS: The contractor acknowledges receipt of amendments to the RFQ numbered and dated as follows:

AMENDMENT NUMBER	DATE
_____	_____
_____	_____
_____	_____

5. PAYMENT: The contractor shall only invoice for those services actually performed. Contractor shall submit weekly invoices for services in arrears. Submittal shall be made under the terms of this contract in accordance with the billing instructions provided by the VA.

6. CONFORMITY TO REGULATIONS: The Contractor and his/her operators shall conform to all regulations, Federal, State, and local, governing the performance of contracted services.

7. AVAILABILITY OF FUNDS: The contract is subject to the availability of VA funds. The contractor shall perform no service after the end of the current base, until the contracting officer authorizes such services in writing.

8. SERVICES CHARGES TO VA BENEFICIARIES: VA beneficiaries shall not under any circumstances be charged nor their insurance companies charged for services rendered by the contractor even if VA does not pay for those services. This provision shall survive the termination or ending of the contract.

B.2 SCHEDULE OF SERVICES

The Orlando VA Medical Center intends to award a Firm Fixed Price (FFP) contract to a contractor solicited on the Federal Business Opportunities (FBO) Government point of entry www.fbo.gov for the services of one (1) full-time equivalent (FTE) medical physicists services pursuant to the requirements stated herein in accordance with Federal Acquisition Regulations (FAR) Part 13.5 – Test Program For Certain Commercial Items and FAR Part 12- Acquisition of Commercial Items.

Contractor shall furnish the board certified medical physicist to provide services necessary to perform onsite Chief Therapeutic Medical Physicist support services to eligible beneficiaries of the Orlando VA Medical Center (hereinafter referred to as VAMC). A contract will be established and options exercised for each Period of Performance should the need exist. Contract is a Firm Fixed Price. Contractor shall price base and option year (s) the same. The contractor is instructed to edit the number of sub-clins to correspond with the number of key personnel submitted for the CLIN. Other commercial health care contractors shall identify by title/position or level of experience the key personnel submitted.

On-call is not required. The payments for any leave, including sick leave or vacation time, holiday pay, per diem, lodging and any other costs are the responsibility of the contractor.

Place of Performance: Services shall be provided on site in Radiation Oncology Service, Orlando VAMC 5201 Raymond St. Orlando, FL 32803 (current facility) and 13800 Veterans Way, Orlando FL 32827 (future facility).

Period of Performance: BASE Period: 07/01/2015 through 06/30/2016

Option Year 1: 07/01/2016 through 06/30/2017

Option Year 2: 07/01/2017 through 06/30/2018

Option Year 3: 07/01/2018 through 06/30/2019

Option Year 4: 07/01/2019 through 06/30/2020

Base Period: _____ to _____

<u>CLIN No.</u>	<u>SUB-CLIN</u>	<u>Title/Level of Experience</u>	<u>Qty.</u>	<u>Unit</u>	<u>Unit Cost</u>	<u>Total Annual Cost</u>
0001	None	1.00 FTE** BOARD CERTIFIED THERAPEUTIC MEDICAL PHYSICIST (CHIEF)	2080	Hours	DO NOT PRICE	DO NOT PRICE
KEY PERSONNEL						
None	0001a	1.00 FTE** BOARD CERTIFIED THERAPEUTIC MEDICAL PHYSICIST (CHIEF)NAME: _____ RANK/TITLE/LEVEL OF EXPERIENCE: _____		Hours	\$ /hr	\$__
CLIN 0001 TOTAL FOR BASE PERIOD			2080	Hours	\$ _____	

OPTION YEAR 1: _____ to _____

<u>CLIN No.</u>	<u>SUB-CLIN</u>	<u>Title/Level of Experience</u>	<u>Qty.</u>	<u>Unit</u>	<u>Unit Cost</u>	<u>Total Annual Cost</u>
1001	None	1.00 FTE** BOARD CERTIFIED THERAPEUTIC MEDICAL PHYSICIST (CHIEF)	2080	Hours	DO NOT PRICE	DO NOT PRICE
KEY PERSONNEL						
None	1001a	1.00 FTE** BOARD CERTIFIED THERAPEUTIC MEDICAL PHYSICIST (CHIEF) NAME: _____ RANK/TITLE/LEVEL OF EXPERIENCE: _____		Hours	\$ /hr	\$__

CLIN 1001	TOTAL FOR Option Year 1	2080	Hours	\$ _____
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OPTION YEAR 2: _____ to _____

<u>CLIN No.</u>	<u>SUB-CLIN</u>	<u>Title/Level of Experience</u>	<u>Qty.</u>	<u>Unit</u>	<u>Unit Cost</u>	<u>Total Annual Cost</u>
1002	None	1.00 FTE** BOARD CERTIFIED THERAPEUTIC MEDICAL PHYSICIST (CHIEF)	2080	Hours	DO NOT PRICE	DO NOT PRICE
KEY PERSONNEL						
None	1002a	1.00 FTE** BOARD CERTIFIED THERAPEUTIC MEDICAL PHYSICIST (CHIEF) NAME: _____ RANK/TITLE/LEVEL OF EXPERIENCE: _____		Hours	\$ /hr	\$__
CLIN 1002	TOTAL FOR Option Year 2		2080	Hours	\$ _____	

OPTION YEAR 3: _____ to _____

<u>CLIN No.</u>	<u>SUB-CLIN</u>	<u>Title/Level of Experience</u>	<u>Qty.</u>	<u>Unit</u>	<u>Unit Cost</u>	<u>Total Annual Cost</u>
1003	None	1.00 FTE** BOARD CERTIFIED THERAPEUTIC MEDICAL PHYSICIST (CHIEF)	2080	Hours	DO NOT PRICE	DO NOT PRICE
KEY PERSONNEL						

None	1003a	1.00 FTE** BOARD CERTIFIED THERAPEUTIC MEDICAL PHYSICIST (CHIEF) NAME: _____ RANK/TITLE/LEVEL OF EXPERIENCE: _____		Hours	\$ /hr	\$__
CLIN 1003 TOTAL FOR Option Year 3	2080	Hours	\$ _____			

OPTION YEAR 4: _____ to _____

<u>CLIN No.</u>	<u>SUB-CLIN</u>	<u>Title/Level of Experience</u>	<u>Qty.</u>	<u>Unit</u>	<u>Unit Cost</u>	<u>Total Annual Cost</u>
1004	None	1.00 FTE** BOARD CERTIFIED THERAPEUTIC MEDICAL PHYSICIST (CHIEF)	2080	Hours	DO NOT PRICE	DO NOT PRICE
KEY PERSONNEL						
None	1004a	1.00 FTE** BOARD CERTIFIED THERAPEUTIC MEDICAL PHYSICIST (CHIEF) NAME: _____ RANK/TITLE/LEVEL OF EXPERIENCE: _____		Hours	\$ /hr	\$__
CLIN 1004 TOTAL FOR Option Year 4			2080	Hours	\$ _____	

TOTAL FOR Base and four (4) one (1) Year Options: \$ _____

B.3 PERFORMANCE WORK STATEMENT

1. **GENERAL**

1.1. **SERVICES REQUIRED:**

The Department of Veterans Affairs (VA) Medical Center (VAMC) located in Orlando requires a contractor to provide 1.0 FTE onsite Board Certified Chief Therapeutic Medical Physicist(s) support for Radiation Oncology services to eligible VA beneficiaries.

All VA Radiation Oncology Services are accredited by American College of Radiology (ACR) and follow the standards & guidelines set forth by ACR. As such any Medical Physicist providing on-site radiation oncology services shall adhere to all the American College of Radiology Guidelines & Technical Standards for Radiation Oncology.

A contractor providing on-site radiation oncology services must provide evidence the radiation oncology practice meets or exceeds the American College of Radiology Guidelines for Radiation Oncology.

<http://www.acr.org/Quality-Safety/Standards-Guidelines/Practice-Guidelines-by-Modality/Radiation-Oncology>

<http://www.acr.org/Quality-Safety/Standards-Guidelines/Technical-Standards-by-Modality/Medical-Physics>

1.2. **PLACE OF PERFORMANCE:** Services shall be provided onsite at the Radiation Oncology Service, Orlando VA Medical Center, 5201 Raymond St. Orlando, FL 32803 and 13800 Veteran Way, Orlando, FL 32827.

1.3. **AUTHORITY:** Title 38 USC 8153 Health Care Resources (HCR) sharing Authority. Procurement authority FAR Part 12 Acquisition of Commercial Items and FAR 13.5 Test Program for Certain Commercial Items.

1.4. **POLICY AND REGULATIONS:** Awardee shall comply with all applicable policy and regulations, including, but not limited to, the following:

1.4.1. American College of Radiation Oncology Practice Guidelines and Medical Physics Technical Standards

<http://www.acr.org/Quality-Safety/Standards-Guidelines/Practice-Guidelines-by-Modality/Radiation-Oncology>

<http://www.acr.org/Quality-Safety/Standards-Guidelines/Technical-Standards-by-Modality/Medical-Physics>

1.4.2. VA Directive 1663: Health Care Resources Contracting -

Buying http://www1.va.gov/vapubs/viewPublication.asp?Pub_ID=347

1.4.3. VHA Handbook 1100.17: National Practitioner Data Bank Reports -

http://www1.va.gov/vhapublications/ViewPublication.asp?pub_ID=2135

- 1.4.4. VHA Handbook 1100.18 Reporting And Responding To State Licensing Boards - http://www1.va.gov/vhapublications/ViewPublication.asp?pub_ID=1364
- 1.4.5. VHA Handbook 1100.19 Credentialing and Privileging - http://www1.va.gov/vhapublications/ViewPublication.asp?pub_ID=2910
- 1.4.6. VHA Directive 2012-030 Credentialing of Health Care Professionals – http://vaww.va.gov/vhapublications/ViewPublication.asp?pub_ID=2815
- 1.4.7. VHA Handbook 1907.01 Health Information Management and Health Records: http://www1.va.gov/vhapublications/ViewPublication.asp?pub_ID=2791
- 1.4.8. VA Handbook 6500.6 Contract Security http://www.va.gov/vapubs/viewPublication.asp?Pub_ID=471&FType=2
- 1.4.9. Privacy Act of 1974 (5 U.S.C. 552a) as amended http://www.justice.gov/oip/foia_updates/Vol_XVII_4/page2.htm
- 1.4.10. For all other Brochures, Manuals, Directives, Handbooks <http://vaww1.va.gov/vhapublications/ViewPublication.asp>

1.5. DEFINITIONS/ACRONYM:

- 1.5.1. AAPM: American Association of Physics in Medicine (<http://aapm.org/default.asp>)
- 1.5.2. ACGME: Accreditation Council for Graduate Medical Education (<http://www.acgme.org/acgmeweb>)
- 1.5.3. ABR: American Board of Radiology (<http://www.theabr.org>)
- 1.5.4. ACR: American College of Radiology (www.acr.org)
- 1.5.5. ACO: Administrative Contracting Officer
- 1.5.6. AOA: American Osteopathic Association (<http://www.osteopathic.org/Pages/default.aspx>)
- 1.5.7. BAA: Business Associate Agreement
- 1.5.8. CAMPEP: Commission on Accreditation of Medical Physics Educational Programs (<http://www.campep.org/default.asp>)
- 1.5.9. CDC: Centers for Disease Control and Prevention (<http://www.cdc.gov/>)
- 1.5.10. CEU: Certified Education Unit
- 1.5.11. CME: Continuing Medical Education
- 1.5.12. CMS: Centers for Medicare and Medicaid Services (<http://www.cms.gov>)
- 1.5.13. CO: Contracting Officer
- 1.5.14. CON: Contractor: Party that enters into a contract with a Government. Also known as: Offeror, Vendor, Company, Medical Physicist throughout this solicitation

- 1.5.15. COR: Contracting Officer's Representative
- 1.5.16. COS: Chief of Staff
- 1.5.17. CPARS: Contractor Performance Assessment Reporting System (<https://www.cpars.gov/>)
- 1.5.18. CPRS: Computerized Patient Recordkeeping System- electronic health record system used by the VA
- 1.5.19. FSMB: Federation of State Medical Boards (<http://www.fsmb.org/>)
- 1.5.20. Full Time Equivalent (FTE): In accordance with (IAW) VA Directive 1663, an FTE is defined by VA as a minimum of 80 hours every 2 weeks, 2080 hours per year. Medical Physicists shall be present at the VA facility and shall be actually performing the required services for the period specified in contract. The cost will be decreased for each hour of absence, or quarter hour thereof, when the number of hours on duty is less than forty (40) hours per week; such adjustment will be reflected on the contractor's invoice for that billing cycle. The payments for any leave, including sick leave or vacation time, holiday pay, per diem, lodging shall be the responsibility of the contractor.
- 1.5.21. HHS: Department of Health and Human Services (<http://www.hhs.gov/>)
- 1.5.22. HICPAC: Healthcare Infection Control Practices Advisory Committee- a federal advisory committee made up of 14 external infection control experts who provide advice and guidance to the CDC and the Secretary of HHS regarding the practice of health care infection control, strategies for surveillance and prevention and control of health care associated infections in United States health care facilities.
- 1.5.23. HIPPA: Health Insurance Portability and Accountability Act <http://www.hhs.gov/ocr/privacy/hipaa/understanding/index.html>
- 1.5.24. IGRT: Image Guided Radiation Therapy is the process of frequent two (2) and three (3) - dimensional imaging, during a course of radiation treatment, used to direct radiation therapy utilizing the imaging coordinates of the actual radiation treatment plan.
- 1.5.25. IMRT: Intensity Modulated Radiation Therapy is the process of delivering highly conformal radiotherapy to the tumor while sparing the surrounding normal tissues by varying radiation intensity across treatment portals.
- 1.5.26. ISO: Information Security Officer
- 1.5.27. JC: Joint Commission <http://www.jointcommission.org/>
- 1.5.28. MP, CTMP: Medical Physicist; also known as Contractor, Contractor staff, Chief Physicist, Chief Therapeutic Medical Physicist, Contractor Medical Physicist.
- 1.5.29. MU: Monitor Unit is a measure of machine output of a linear accelerator in radiation therapy.
- 1.5.30. NHPP: National Health Physics Program- NHPP provides regulatory oversight for the Nuclear Regulatory Commission master materials license issued to VHA to include title permitting for use of materials, on-site inspections, and investigations of allegations, medical events, and incidents. In addition we provide oversight for machine sources of ionizing radiation used for radiation therapy. Finally we provide assistance and technical information for uses of ionizing radiation for healthcare diagnosis and treatment and non-human biomedical research. (<http://www.patientcare.va.gov/NHPP.asp>)
- 1.5.31. NROP: National Radiation Oncology Program

- 1.5.32. NRC: National Radiation Safety Committee
- 1.5.33. POP: Period of Performance
- 1.5.34. PPD: Purified Protein Derivative
- 1.5.35. PWS: Performance Work Statement
- 1.5.36. QASP: Quality Assurance Surveillance Plan
- 1.5.37. QMP: Quality Management Program
- 1.5.38. RPC: Radiological Physics Center
- 1.5.39. SPE: Senior Procurement Executive
- 1.5.40. SRS: Stereotactic Radio Surgery: a minimally invasive form of surgical intervention which makes use of a three(3)-dimensional coordinated system to locate small targets inside the body and to perform on them some action such as ablation, biopsy, lesion, injection, stimulation, implantation, radiosurgery (SRS)
- 1.5.41. SRT: Stereotactic Radio Therapy
- 1.5.42. TJC: The Joint Commission
- 1.5.43. TLD: Thermoluminescent Dosimeter- a device that measures radiation dose
- 1.5.44. VA: Department of Veterans Affairs
- 1.5.45. VAMC: Veterans Affairs Medical Center
- 1.5.46. VetPro: a federal web-based credentialing program for healthcare providers (<http://www.vacareers.va.gov/job-search/downloads/VetProGuide.pdf>)
- 1.5.47. VHA: Veterans Health Administration

2. QUALIFICATIONS: Chief Therapeutic Medical Physicists shall be Board Certified in Medical Physics or Therapeutic Medical Physics by the American Board of Radiology (ABR) and maintain licensure with the Board of Licensure for Professional Medical Physicists, if applicable. Certification shall be maintained throughout the contract POP. In the event that Contractor's medical physicist(s) is/are not directly employed by the treating facility, documentation shall be provided to ensure adequate certification. Other Therapeutic Medical Physicists support should be board-certified or board-eligible.

2.1.1. **LICENSE:** All licenses held by the medical physicist(s) working on this contract shall be full and unrestricted licenses. Medical Physicist shall submit evidence of at least one (1) full, active, current and unrestricted licensure, registration, certification, and/or other relevant credentials, for verification prior to appointment and throughout the employment process, as requested by the COR. Medical Physicist is responsible for keeping the VA COR apprised of anything that would adversely affect or otherwise limit their clinical privileges.

2.1.1.1 Medical Physicist shall have knowledge and experience in: (five (5) years minimum experience)

- a. Highly qualified, Master's or PhD level medical physicists with ABR board certification in medical physics, with extensive clinical radiation oncology physicist experience. These positions require a mastery of the knowledge of theories, radiation principles, concepts, and methodologies to constantly improve radiation treatment.

- b. Qualitative and or Quantitative methods.
- c. Testing, commissioning & acceptance process of new Linear Accelerators. Demonstrate their experience in participation/leadership in said commissioning processes of a minimum of five (5) different linear accelerators. Have a clear understanding of radiation room shielding requirements, construction & collection of data for input into the treatment planning computer system. Be proficient in all current treatment planning techniques, complex dose computations for two (2-D), three (3-D), IMRT and brachytherapy treatments.
- d. Implementing and maintaining an Intensity-Modulated Radiation Therapy (IMRT), Arc Therapy (Rapid Arc) and Image-Guided Radiotherapy (IGRT) programs as well as all associated quality assurance of said programs.
- e. Implementing and maintaining a Stereotactic Radiotherapy (SRS/SRT) program. Clear understanding of collection of data for input into the treatment planning computer system. Be proficient in all current SRS/SRT treatment planning and immobilization techniques.
- f. Implementing and maintaining High-dose rate (HDR) treatment, Varian Clinic Linear Accelerator, Eclipse and Pinnacle treatment planning, Mosaiq Record and Verify, and performing Image Fusion using CT, PET and MR images.
- g. Performing quality assurance procedures (e.g. TG-142 and TG-40) on radiation oncology treatment machines.
- h. Performing annual calibration (photons and electrons) as per AAPMTG-51 on radiation oncology treatment.
- i. Conducting weekly reviews of Patient treatment records and annual quality assurance (QA) test on linear accelerators and simulators.
- j. Interacting with patients to obtain measurements and data necessary for radiation therapy planning and device design.
- k. Technical development and implementation of new radiotherapy techniques and modalities.
- l. ACR accreditation.
- m. Regulatory requirements, manufacturer's standards, and professional society guidelines for performing quality assurance of radiation therapy equipment to include accelerators, simulators, and high dose rate/low dose rate brachytherapy delivery systems.

2.1.2. BOARD CERTIFICATION /ELIGIBILITY: Medical Physicist(s) shall have the following qualifications:

2.1.2.1. Board Certified in Medical Physics or Therapeutic Medical Physics by the American Board of Radiology and maintain licensure with the Board of Licensure for Professional Medical Physicists. Approved Certifying Bodies; The American Board of Radiology (ABR) in Therapeutic Medical Physics, Therapeutic Radiologic or Therapeutic Radiological Physics, Radiologic Physics or Radiological Physics, The American Board of Medical Physics (ADMP) in the subfield of Radiation Oncology Physics, and The Canadian College of Physicists in Medicine (CCPM) in the subfield of Radiation Oncology Physics. Certification shall be maintained throughout the contract period of performance. In the event that awardee's medical physicist(s) is/are not directly employed by the treating facility, documentation shall be provided to ensure adequate certification. All continuing education courses required for maintaining certification shall be kept up to date at all times. Documentation verifying current certification shall be provided by the Medical Physicists to the VA COR on an annual basis.

2.1.3. CREDENTIALING AND PRIVILEGING: Credentialing of Health Care Professionals other than physicians. In accordance with VHA Directive 2012-030, all health care professional who claim licensure, certification, or registration, as applicable to the position (this applies to all who are appointed or utilized on a full-time, part-time, intermittent, consultant, without compensation, on-station fee-basis, on-station contract, or on-station sharing agreement basis) and who are not currently credentialed in accordance with VHA Handbook 1100.19, shall be credentialed in accordance with this directive. **NOTE:** The credentialing requirements are found in Attachment A of this Directive. http://vaww.va.gov/vhapublications/ViewPublication.asp?pub_ID=2815

2.1.3.1 Contractor shall be responsible to ensure that the proposed physician(s) to be performing under the contract possessed the requisite credentials enabling to granting of privileges through VA's "VetPro". Credentials and Privileges shall require renewal annually in accordance with VA and TJC requirements. If a physician(s) is not credentialed and privileged or has credentials/privileges suspended or revoked, the contractor shall furnish an acceptable substitute without any additional cost to the government.

2.1.4. TECHNICAL PROFICIENCY: Medical Physicist(s) shall be technically proficient in the skills necessary to fulfill the government's requirements, including the ability to speak, understand, read and write English fluently. Contractor shall provide documents upon request of the CO/COR to verify current and ongoing competency, skills, certification and/or licensure related to the Provision of care, treatment and/or services performed. Contractor's physicians and other contract provider (s) shall have knowledge of professional care theories, principles, practices, and procedures to serve radiation oncology patient population. Contractor's physician and other contract provider (s) shall demonstrate knowledge of growth and development, and pathophysiology of disease processes specific radiation oncology patient population. Contractor shall provide verifiable evidence of all educational and training experiences including any gaps in educational history for all contract physician(s) and other contract provider (s) shall be responsible for abiding by the Facility's Medical Staff By-Laws, rules, and regulations (referenced herein) that govern medical staff behavior.

2.1.5. CONTINUING CME/CEU REQUIREMENTS: Medical Physicist(s) shall provide the COR copies of current CMEs as required or requested by the VAMC. Medical Physicist registered or certified by national/medical associations, shall continue to meet the minimum standards for CME to remain current. CME hours shall be reported to the credentials office for tracking. These documents are required for both privileging and re privileging. Failure to provide will result in loss of privileges.

2.1.6. TRAINING (VA MANDATORY): Medical Physicist shall meet all VA educational requirements. All mandatory courses shall be completed by the Medical Physicist as required by the VA. (See Section D.5) Cost for mandatory trainings is at no additional cost to contractor.

2.1.7. EDUCATION, TRAINING AND TRAVEL

2.1.7.1 The contractor shall cover all expenses for conferences and meetings that pertain to the contract medical physicist(s) ongoing continuing education (CE) to ensure that he/she are competent and versed in all current practices in the medical physics field. Such conferences include, but are not limited to the ASTRO (American Society of Radiation Oncology) annual meeting and the AAPM (American Association of Physicists in Medicine) annual meeting. The contractor shall be responsible for all expenses, both tuition and travel, for such events. The Medical Physicist shall be paid normal work hours for pre-approved attendance.

2.1.7.2 The travel costs for training and education that pertains directly to ensuring safe operations of the clinic's equipment (linear accelerators) will be supported by the VA. The contractor shall

pay for the contract medical physicist(s) travel to attend such sanctioned trainings and will invoice the VA for the expenses once classes have been established. The cost of the travel will be determined in accordance with Government travel regulations prior to attending training. A modification will be prepared by the VA Contracting Officer prior to attending the training and is not valid until the VA Contracting Officer has signed the modification and the Medical Physicist has received a copy for their records. The education tuition costs will be paid by the VA directly to the training agency.

2.1.8. STANDARD PERSONNEL TESTING/INFECTION CONTROL

2.1.8.1. Contractor shall provide proof of the following tests within five (5) calendar days after contract award and prior to the first duty shift to the COR and Contracting Officer. Tests shall be current within the past year.

2.1.8.1.1. TUBERCULOSIS TESTING: Medical Physicist shall provide proof of a negative reaction to PPD testing for all staff. A negative chest radiographic report for active tuberculosis shall be provided in cases of positive PPD results. The PPD test shall be repeated annually.

2.1.8.1.2. RUBELLA TESTING: Medical Physicist shall provide proof of immunization for all staff for measles, mumps, rubella or a rubella titer of 1.8 or greater. If the titer is less than 1.8, a rubella immunization shall be administered with follow-up documentation to the COR.

2.1.8.1.3. OSHA REGULATION CONCERNING OCCUPATIONAL EXPOSURE TO BLOODBORNE PATHOGENS: Medical Physicist shall provide generic self-study training for all Medical Physicist staff; provide their own Hepatitis B vaccination series at no cost to the VA if they elect to receive it; maintain an exposure determination and control plan; maintain required records; and ensure that proper follow-up evaluation is provided following an exposure incident.

2.1.8.1.4. The Orlando VAMC shall notify the Medical Physicist of any significant communicable disease exposures as appropriate. Medical Physicist shall adhere to current CDC/HICPAC Guideline for Infection Control in health care personnel (as published in American Journal for Infection Control- AJIC 1998; 26:289-354. <http://www.cdc.gov/hicpac/pdf/InfectControl98.pdf> for disease control. Medical Physicist shall provide follow up documentation of clearance to return to the workplace prior to their return.

2.1.9. **CONFLICT OF INTEREST**: the Contractor is responsible for identifying and communicating to the CO and COR conflicts of interest at the time of quote and during the entirety of contract performance. At the time of quote, the contractor Medical Physicist shall provide a statement which describes, in a concise manner, all relevant facts concerning any past, present, or currently planned interest (financial, contract, organizational, or otherwise) or actual or potential organizational conflicts of interest relating to the services to be provided. The Medical Physicist shall also provide statements containing the same information for any identified consultants or sub-Contractors who shall provide services. The contractor Medical Physicist shall also provide relevant facts that show how it's organizational and/or management system or other actions would avoid or mitigate any

actual or potential organizational conflicts of interest.

2.1.10. **Citizenship related Requirements:** While performing services for the VA, the contractor shall not knowingly employ by contract, subcontract with an illegal alien; foreign national non-immigrant who is in violation their status, as a result of their failure to maintain or comply with the terms and conditions of their admission into the United States. The contractor shall return a signed certification at the time of quote that the contractor shall comply with any and all legal provisions contained in the Immigration and Nationality Act of 1952, As Amended; its related laws and regulations that are enforced by Homeland Security, Immigration and Customs Enforcement and the U.S Department of Labor as these may relate to non-immigrant foreign nationals working under contract or subcontract for the Medical Physicist while providing services to the VA. This certification concerns a matter within the jurisdiction of an agency of the United States and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under 18 U.S.C. 1001 and is applicable to the entire POP.

2.1.11. ANNUAL OFFICE OF INSPECTOR GENERAL (OIG) STATEMENT:

2.1.11.1. In accordance with HIPAA and the Balanced Budget Act (BBA) of 1977, the VA OIG has established a list of parties and entities excluded from Federal health care programs. Specifically, the listed parties and entities may not receive Federal Health Care program payments due to fraud and/or abuse of the Medicare and Medicaid programs.

2.1.11.2. Therefore, all contractors shall review the OIG List of Excluded Individuals/Entities on the OIG web site at <http://oig.hhs.gov/exclusions/index.asp> to ensure that the proposed Medical Physicist and/or firm(s) are not listed. Contractor should note that any excluded individual or entity that submits a claim for reimbursement to a Federal health care program, or causes such a claim to be submitted, may be subject to a Civil Monetary Penalty (CMP) for each item or service furnished during a period that the person or entity was excluded and may also be subject to treble damages for the amount claimed for each item or service. CMP's may also be imposed against the contractor and entities that employ or enter into contracts with excluded individuals or entities to provide items or services to Federal program beneficiaries.

2.1.11.3. By submitting their quote, the contractor certifies that the OIG List of Excluded Individuals/Entities has been reviewed and that the Medical Physicist and/or firm are not listed as of the date the offer/bid was signed.

2.2. **TECHNICAL DIRECTION:** The qualifications of Medical Physicist(s) are subject to review by VA Medical Center COS or his/her clinical designee and approval by the Medical Center Director as provided in VHA Handbook 1100.19. Technical direction of all clinical personnel covered by this contract will be provided by the VAMC COS and/or the Chief of the Service or his designee. A clinical COR may be appointed, however, only the CO is authorized to consider any contract modification request during the administration of the resultant contract.

2.3. **NON PERSONAL HEALTHCARE SERVICES:** The parties agree that The Medical Physicist(s), agents and sub-Contractors shall not be considered VA employees for any purpose.

2.3.1. **Inherent Government Functions:** Medical Physicist shall not perform inherently governmental functions. This includes, but is not limited to, determination of agency policy, determination of Federal program priorities for budget requests, direction and control of government employees, selection or non-selection of individuals for Federal Government employment including the interviewing of individuals for employment, approval of position descriptions and performance standards for Federal employees, approving any contract documents, approval of Federal licensing actions and inspections, and/or determination of budget policy, guidance, and strategy.

2.3.2. **No Employee status:** The Medical Physicist shall be responsible for protecting Contract physician (s) and other contract provider (s) furnishing services. To carry out this responsibility, The contractor shall provide or certify that the following is provided for all their staff providing services under the resultant contract:

- Workers' compensation
- Professional liability insurance
- Health examinations
- Income tax withholding, and
- Social security payments.

2.3.3. **TORT Liability:** The Federal Tort Claims Act does not cover contractor or contractor's staff. When a contractor or a member of their staff has been identified as a provider in a tort claim, the contractor shall be responsible for notifying their legal counsel and/or insurance carrier. Any settlement or judgment arising from a contractor's (or contractor's staff) action or non-action shall be the responsibility of the contractor and/or insurance carrier.

2.4. **KEY PERSONNEL AND EMERGENCY SUBSTITUTIONS**

2.4.1. Contractor shall provide the number of qualified staff as is necessary to perform the services required under this contract, at the staffing level determined to be professionally acceptable by the Orlando VA Medical Center Chief of Staff and in accordance with American College of Radiology staffing guidelines.

2.4.2. The number of Board Certified Chief Therapeutic Medical Physicist(s) required to be on site on a daily basis is one (1.0) FTE as defined in VA Hours of Operation in this section.

2.4.3. Emergency Substitutions: During the first ninety (90) calendar days of performance, the Contractor shall make NO substitutions of key personnel unless the substitution is necessitated by illness, death or termination of employment. The Contractor shall notify the CO, in writing, within 15 calendar days after the occurrence of any of these events and provide the information required below. After 90 days, the Contractor shall submit the information required below to the CO at least 15 calendar days prior to making any permanent substitutions.

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

2.4.2.2. For temporary substitutions where the key person shall not be reporting to work for three (3) consecutive work days or more, the Contractor shall provide a qualified

replacement for the key person. The substitute shall have comparable qualifications to the key person. Any period exceeding two (2) weeks will require the procedure as stated above.

2.4.2.3. The Government reserves the right to refuse acceptance of any Contractor personnel at any time after performance begins, if personal or professional conduct jeopardizes patient care or interferes with the regular and ordinary operation of the facility. Breaches of conduct include intoxication or debilitation resulting from drug use, theft, patient abuse, dereliction or negligence in performing directed tasks, or other conduct resulting in formal complaints by patient or other staff members to designated Government representatives. Standards for conduct shall mirror those prescribed by current federal personnel regulations. Should the VA COS or designee show documented clinical problems or continual unprofessional behavior/actions with any contract physician(s), she/he may request, without cause, immediate replacement of said contract physician (s).

2.4.2.4. The CO and COR shall deal with issues raised concerning Contract physician (s) conduct. The final arbiter on questions of acceptability is the CO.

- 2.5 **Instructions:** Medical Physicist shall submit a listing of key personnel required to perform services under the contract /schedule in the following format:

Provider Name: _____ Title/Rank: _____.

Curriculum Vitae of each key personnel shall be submitted with the quote.

- 2.6 **Contingency Plan:** continuity of care is an essential part of VAMC's medical services, the contractor is to have a contingency plan in place to be utilized if and contractor staff member leaves contractor's employment or is unable to continue performance in accordance with the terms and conditions of the resulting contract. A copy of this contingency plan shall be submitted with the quote and updated throughout the period of performance.

3. **VA HOURS OF OPERATION/BUSINESS HOURS: HOURS OF OPERATION AND BUSINESS HOURS ARE THE SAME: 24 HOURS/7 DAYS A WEEK.**

- 3.1 **WORK HOURS/SCHEDULE:** Work hours/schedule for the Medical Physicist: 8:00 am to 4:30 pm, Monday through Friday. Off duty hours: Monday through Friday 4:30 pm to 8:00 am, weekends, and national holidays. On-CALL is not required.

3.1.1. Medical Physicist shall be paid for actual services performed and not for standing by. Coverage is defined as support during work hours/schedule. This includes coverage for vacation time, sick leave and any other approved emergency absence of the VA medical physicist(s) on-site. Work outside of work hours/schedule is not anticipated.

3.2. FEDERAL HOLIDAYS

The following holidays are observed by the Department of Veterans Affairs:

- 3.2.3. New Year's Day
- 3.2.4. Washington's Birthday
- 3.2.5. Martin Luther King's Birthday
- 3.2.6. Memorial Day

- 3.2.7. Independence Day
- 3.2.8. Labor Day
- 3.2.9. Columbus Day
- 3.2.10. Veterans Day
- 3.2.11. Thanksgiving
- 3.2.12. Christmas
- 3.2.13. Any day specifically declared by the President of the United States to be a national holiday.

CANCELLATION POLICY:

Unless a state of emergency has been declared or clinics are otherwise cancelled by the Orlando VAMC, the contractor shall be responsible for providing services.

4. CONTRACTOR RESPONSIBILITIES

SERVICES REQUIRED: 2080 hours Chief Therapeutic Medical Physicist(s) 1.0 FTE.

- 4.1. **STANDARDS OF PRACTICE:** Medical Physicist care shall cover the range of services as would be provided in a state-of-the-art civilian medical treatment facility and the standard of care shall be equal or exceed VA Standards. VA Standards: VHA Directive 2006-041 "Veterans' Health Care Service Standards" (expired but still in effect pending revision) https://www1.va.gov/vhapublications/ViewPublication.asp?pub_ID=1443
- 4.1.2. Performance shall be according to the requirements contained in this PWS and equal to that of the professional standards of the
JC. http://www.jointcommission.org/standards_information/hap_requirements.aspx.
- 4.1.3. Mode of therapy and documentation will be consistent with the ACR current practice guidelines in radiation oncology

http://www.acr.org/secondarymainmenucategories/quality_safety/guidelines.aspx.
<http://www.acr.org/Quality-Safety/Standards-Guidelines/Practice-Guidelines-by-Modality/Radiation-Oncology>

<http://www.acr.org/Quality-Safety/Standards-Guidelines/Technical-Standards-by-Modality/Medical-Physics>

4.2. MEDICAL RECORDS

- 4.2.1. **Authorities:** Medical Physicist providing healthcare services to VA patients shall be considered as part of the Department Healthcare Activity and shall comply with the U.S.C.551a (Privacy Act), 38 U.S.C. 5701 (Confidentiality of claimants records), 5 U.S.C. 552 (FOIA), 38 U.S.C. 5705 (Confidentiality of Medical Quality Assurance Records) 38 U.S.C. 7332 (Confidentiality of certain medical records), Title 5 U.S.C. § 522a (Records Maintained on Individuals) as well as 45 C.F.R. Parts 160, 162, and 164 (HIPAA).

HIPPA: This contract and its requirements meet exception in 45 CFR 164.502(e), and do not require a BAA in order for Covered Entity to disclose Protected Health Information to: a health care provider for treatment. Based on this exception, a BAA is not required for this contract. Treatment and administrative patient records generated by this contract provided to the Medical Physicists by the VA are covered by the VA system of records entitled '[Patient Medical Records-](#)

[VA'\(24VA19\)](#)

http://www.va.gov/privacy/SystemsOfRecords/2001_Privacy_Act_GPO_SOR_compilation.pdf.

Contractor generated VA Patient records are the property of the VA and shall not be accessed, released, transferred, or destroyed except in accordance with applicable laws and regulations. Medical Physicists shall ensure that all records pertaining to medical care and services are available for immediate transmission when requested by the VA. Records identified for review, audit, or evaluation by VA representatives and authorized federal and state officials, shall be accessed on-site during normal business hours or mailed by the contractor at his expense. Contractor shall deliver all final patient records, correspondence, and notes to the VA within twenty-one (21) calendar days after the contract expiration date.

- 4.2.2. Disclosure: Contractors Medical Physicist shall have access to patient medical records: however, Contractor/Medical Physicist shall obtain permission from the VA before disclosing any patient information. Subject to applicable federal confidentiality or privacy laws, the contractor or their designated representatives, and designated representatives of federal regulatory agencies having jurisdiction over Medical Physicist shall have access to VA 's records, at VA's place of business on request during normal business hours, to inspect and review and make copies of such records. The VA will provide the Medical Physicist with a copy of [VHA Handbook 1907.1, Health Information management and Health Records](#) and [VHA Handbook 1605.1, Privacy and Release of Information](#). The penalties and liabilities for the unauthorized disclosure of VA patient information mandated by the statutes and regulations mentioned above, apply to the Contractor/Medical Physicists and/or Sub-Contractors.
- 4.2.3. Professional standards for documenting care: Care shall be appropriately documented in medical records in accordance with VHA Handbook 1907.01 Health Information Management and Health Records: http://www1.va.gov/vhapublications/ViewPublication.asp?pub_ID=3025 and all guidelines provided by the VAMC.
- 4.2.3.1. Medical record entries shall be legible and maintained in detail consistent with good medical and professional practices so as to facilitate internal and external peer reviews, medical audits and follow-up treatments. Copies of received medical information shall be authenticated (signed) copies.
- 4.2.3.2. The quality of medical practice shall meet or exceed reasonable standards of professional practice for the required services in health care as determined by the same authority that governs VAMC medical professionals and will be audited by the Medical Center, Service Line or other processes established for that purpose.
- 4.2.4. Release of Information: The VA shall maintain control of releasing any patient medical information and will follow policies and standards as defined, but not limited to Privacy Act requirements. In the case of the VA authorizing the contractor/Medical Physicists to release patient information, the contractor/Medical Physicists in compliance with VA regulations, and at his/her own expense, shall use [VA Form 3288, Request for and Consent to Release of Information from Individual's Records](#) (<http://www.va.gov/vaforms/va/pdf/VA3288.pdf>), to process "Release of Information Requests." In addition, the Medical Physicist and Medical Physicists shall be responsible for locating and forwarding records not kept at their facility. The VA's Release of Information Section shall provide the Medical Physicist with assistance in completing forms. Additionally, the Medical Physicist shall use [VA Form 10-5345, Request for and Authorization to Release Medical Records or Health Information](#)

<http://www.va.gov/vaforms/medical/pdf/vha-10-5345-fill.pdf>, when releasing records protected by 38 U.S.C. 7332. Treatment and release records shall include the patient's consent form. Completed Release of Information requests will be forwarded to the VA Privacy Officer at the following address:

Robert H. Isaac, Privacy/FOIA Officer
321-397-6807
Robert.Isaac@va.gov

4.3. START UP OF TREATMENT SYSTEMS AND DIRECT PATIENT CARE: 95% of the time involved in direct patient care

4.3.1. Each VHA facility with radiation oncology services shall have a registration certificate that lists, by name, its Chief Therapeutic Medical Physicist (CTMP). These certificates, issued by NHPP, shall be requested as follows. The request shall describe the training, experience, and certifications of the contracted candidate. Such a request is usually sent by the Facility Director or, with permission of the Director, by the Radiation Safety Officer with concurrence from the Radiation Oncology Service or Section Chief. Qualifications required to meet this mandate include education in medical physics, at least 5 years of experience, experience with particular treatment modalities, and experience with specific equipment and software as detailed below, and board certification in medical physics.

Prior to award of contract, the Contractor shall submit its potential candidate's resume/curriculum vita (CV) to the Contracting Office for submission to the National Radiation Oncology Program for approval as Chief Therapeutic Medical Physicist.

4.3.2. Chief Therapeutic Medical Physicist (CTMP): The Contractor shall provide one (1) Senior Medical Physicist to serve as the Chief Physicist to VA radiation oncology service and will oversee all physics and dosimetry operations. The Chief Physicist shall be assigned to the VA facility and report on-site at least 5 days/week to ensure the quality of the Radiation Oncology Physics program.

4.3.2.1. Contractor's CTMP shall provide quarterly Quality Assurance reports for the Quality Assurance Committee and Radiation Safety Committee, as well as attend quarterly Radiation Safety meetings.

4.3.2.2. Contractor's CTMP shall track, evaluate, and document all equipment-related quality assurance data including TLD and credentialing measurements for independent 3rd party analysis.

4.3.2.3. Contractor's CTMP shall also provide shielding surveys, and reports as required by the National Health Physics Program of (NHPP) VA.

4.3.2.4. Contractor's CTMP shall also be responsible to ensure licenses are current for radioactive sources at our site. Contractor's CTMP will ensure Radiation Oncology Service has appropriate licenses for users of all our software applications.

4.3.2.5. Contractor's CTMP shall also be responsible for ensuring continuity of medical physics operations including communication among key personnel.

4.3.2.6. Contractor's CTMP shall develop, implement, supervise, and periodically review all QMP policies and procedures that pertain to radiation therapy equipment. Contractor's CTMP is responsible for the design, implementation and periodic review of all aspects of the QMP that involve the use of radiotherapy equipment.

4.3.2.7. When newly published techniques or procedures are being implemented for the first time within facility, the Contractor's CTMP shall undertake a systematic literature review, make

appropriate site visits, observe procedures, develop standard operating procedures, implement the technique or procedure in clinic, and supervise the training of colleagues who are not familiar with the procedure. The QMP associated with any new procedure should be periodically reviewed and updated.

- 4.3.2.8. Contractor's CTMP shall develop policies and procedures for continuous quality improvement that involve the use of radiotherapy equipment.
 - 4.3.2.9. Contractor's CTMP shall be responsible for reporting all adverse events in the clinic to NHPP and for the implementation of their follow up recommendations.
 - 4.3.2.10. Contractor's CTMP shall be responsible for reporting and periodically updating facility profile data required by the NROP and NHPP offices.
- 4.3.3. MEDICAL PHYSICS SUPPORT: Medical Physicist shall provide Medical Physics Support to perform the requirements of this contract in the following manner:
- 4.3.3.1. Contractor's Medical Physicists are primarily and professionally engaged in the design, optimization and technical evaluation of radiation treatment plans as well as ensuring precise and accurate radiation dose delivery. Medical Physicists are responsible for radiation protection of patients and staff. The responsibilities of Medical Physicists are defined as follows:
 - 4.3.3.2. Availability – Contractor Medical Physicists shall be available, when necessary, for consultation with the Radiation Oncologist and to provide advice or direction to technical staff when radiation treatments are being planned or when patients are being treated. Where possible, should be present to observe and/or help supervise complicated simulations and/or treatment set-ups. Contractor Medical Physicist shall be present at the machine during patient setup for SRS/SRT and IGRT. Contractor Medical Physicist shall be present all the times during HDR brachytherapy.
 - 4.3.3.3. Calculations – Contractor Medical Physicist shall specify and monitor method(s) to calculate MUs or treatment times and ensure independent review(s) of such calculations. Any individual having appropriate training and experience as defined in this PWS may perform the initial calculation(s). Independent review of said calculation(s) shall be performed within a specified period of time.
 - 4.3.3.4. Chart Review – Contractor Medical Physicist shall develop and maintain a method for the weekly and systematic review of the charts of all patients under radiation treatment. All methods shall be approved by the VA Chief of Staff or designee. Contractor Medical Physicist shall perform a final chart review at the end of the course of radiation treatment in order to confirm that the prescribed dose has been delivered, and to document the total doses delivered to critical structures. All charts are subject to quality reviews by the VA Chief of staff or designee.
 - 4.3.3.5. Dosimetry - The modeling of radiation beams for either planning or documentation purposes are generally performed with the aid of a treatment planning computer system. Contractor Medical Physicists are responsible for data input into the planning system, which should be based upon measured beam data for the radiation beams in question, and for output from the planning system(s). The output should be tested and documented on a regular periodic basis. The output should agree within the manufacturer's specifications for the treatment planning system and/or published standards such as those found in the report of AAPM TG-40 and TG-53(http://www.aapm.org/pubs/reports/rpt_46.PDF) and <http://aapm.org/pubs/reports/RPT62.pdf>). Contractor Medical Physicists will ensure that the treatment planning software updates and bug fixes are installed, tested, and validated in a timely manner.
 - 4.3.3.6. Contractor Medical Physicists are responsible for understanding the calculation algorithm and should document those conditions for which the algorithm and measured data are in

disagreement by more than 5%. The output of the planning system should be periodically tested by comparisons to direct measurements of the radiation beams. Medical Physicists shall ensure that all users of the treatment planning system receive appropriate training.

4.3.3.7. *Equipment* –Medical Physicists shall provide information on specification and selection in support of VA's acquisition of radiation-producing machines, accessories, and computerized treatment planning systems in consultation with the NROP office. Contractor Medical Physicists shall also provide information to VA staff on timing of required maintenance of this equipment. Medical Physicists shall periodically evaluate all equipment for continued utility, appropriateness, reliable performance, age, and condition and make recommendations to VA staff regarding practical life span, obsolescence, and replacement.

4.3.3.8. *Quality Management* – Contractor Medical Physicists shall develop and maintain a quality management program (QMP) for the dosimetry system(s) and all applications pertinent thereto. Said QMP shall define explicit evaluation criteria intended to ensure that the prescribed dose is delivered in a safe, consistent and accurate manner. Chief Physicist shall provide the VA Administrative Officer, Radiation Oncology Service, with annual written reports of these activities. Quality management of radiation therapy equipment is primarily an ongoing evaluation of functional performance characteristics.

4.3.3.9. *New Procedures* - The practice of radiation oncology often involves the implementation of new procedures and technologies, so Medical Physicists shall, in conjunction with the VA Chief, Radiation Oncology Service, define basic standards of practice and develop a reasonably prudent course of action to determine the training and quality and safety requirements of any new procedures prior to implementation thereof. In those cases where the radiation oncology physicist requires assistance, consultation with experienced colleagues and NROP office is encouraged.

4.3.3.10. *Annual Calibration Analysis*: Contractor Medical Physicists shall coordinate, complete TLD measurements and submit results annually for 3rd party calibration analysis. This analysis confirms that monthly and annual calibrations are accurate and delivering radiation beam as prescribed.

4.3.3.11. *Network and Computer Support*: Radiotherapy planning, delivery and treatment management devices require seamless networking, Medical Physicist shall;

4.3.3.11.1. Provide network and computer administration, including backups and updates for the SRS/SRT and IGRT systems. For IGRT the systems medical physicist will be required to provide computer support for configurations,

4.3.3.11.2. Be responsible for monitoring daily responsiveness of the departmental networking systems,

4.3.3.11.3. Ensure proper communication between imaging/planning/treatment facilities,

4.3.3.11.4. monitor all computer systems and patient data back-ups, and overviews and troubleshoots computer software/hardware problems, and;

4.3.3.11.5. Serve as a liaison/consultant with the VAMC informatics team.

4.3.3.12. *Documentation* –Contractor Medical Physicists shall produce and maintain documentation of the following:

4.3.3.12.1. Calibration and periodic testing of the local standard system(s);

4.3.3.12.2. Periodic intercomparisons (and other checks) of other dose measuring equipment;

4.3.3.12.3. Performance characteristics of all radiation treatment units and simulator(s) in comparison with previous measurements and with the manufacturer's specifications;

- 4.3.3.12.4. Calibration(s) of all available radiation beams;
- 4.3.3.12.5. Parameterization of the characteristics of each available radiation beam with identification of any and all changes from previous characteristics;
- 4.3.3.12.6. Periodic testing of MU and/or time calculation system(s);
- 4.3.3.12.7. Input data for the radiation treatment planning system(s);
- 4.3.3.12.8. Initial and all subsequent tests of the treatment planning computer system(s);
- 4.3.3.12.9. Technical standards applicable to new procedures and the results obtained in ensuring that any new procedure meets associated standards for the new procedure;
- 4.3.3.12.10. Activities of the facility/practice safety program(s);
- 4.3.3.12.11. Periodic reports to the VA Chief, Radiation Oncology Service of radiation oncology and to the practice/facility administration describing the performance of the radiation therapy simulator(s), treatment unit(s), dosimetry system(s) and applications thereof;
- 4.3.3.12.12. All reports which pertain to the safe and accurate operation of the radiation therapy simulator(s), treatment unit(s), dosimetry system(s) and applications thereof.

4.3.4. Installation and Linear Accelerator Commissioning :

- 4.3.4.1. Contractor Medical Physicist shall provide all necessary professional skills and services related to installation of linear accelerators, treatment planning system, Positron emission tomography-computed tomography (PETCT) Simulator. Following installation of radiation oncology systems, Chief Physicist shall provide full on site commissioning of the Linear Accelerators, to include all documentation, labor, travel expenses, tools, test equipment and other incidentals necessary to commission the listed equipment to NCRP report number 151 specifications. Contractor Medical Physicist shall demonstrate to OVAMC Radiation Safety Officer (RSO) facility radiation survey procedures. In-house Biomedical Engineering and RSO shall coordinate with Contractor Medical Physicist for these services. Copies of the report shall be submitted to the National Health Physics Program (NHPP) Department of Veterans Affairs and the OVAMC RSO.

Commissioning process and procedures shall follow guidelines provided by the Chief Physicist of the National Radiation Oncology Program (Dr. Jantinder R. Plata, PhD), entitled "Modern-Day Linear Accelerator Acceptance Testing and Commissioning. <http://www.aapm.org/meetings/2001AM/pdf/7174-79725.pdf>

4.3.4.2. Commissioning Test shall include as a minimum:

- 4.3.4.2.1. Acceptance testing of a basic accelerators and treatment planning system
- 4.3.4.2.2. Acceptance of Philips Big Bore PETCT
- 4.3.4.2.3. Radiation Safety survey of room
- 4.3.4.2.4. Basic beam data collection (all energies)
 - 4.3.4.2.4.1. Depth of doses for various field sizes
 - 4.3.4.2.4.2. Beam Profiles, various field sizes, depths
 - 4.3.4.2.4.3. Wedge data depth doses, profiles, wedge factors
 - 4.3.4.2.4.4. Collimator and phantom scatter factors
 - 4.3.4.2.4.5. Treatment planning systems

4.3.4.3. Preparing hand calculation tables (Data Book)

4.3.4.4. Beam Modeling and Configuring the Planning System

4.3.4.5. Benchmark Tests

4.3.4.6. Electronic Wedge commissioning

4.3.4.7. IMRT Program commissioning

4.3.4.8. Absolute output calibration

4.3.4.9. Stereotactic system commissioning, all energies

4.3.4.10. Rapid Arc planning system commissioning

4.4. ADMINISTRATIVE: 5% of time not involved in direct patient care

4.4.1. Contractor's CTMP shall attend service staff meetings as required by the VA Chief, Radiation Oncology Service, COS or designee. Contractor Medical Physicist to communicate with COR on this requirement and report any conflicts that could interfere with compliance on this requirement.

4.4.2. Contractor's CTMP shall participate in service and medical center quality improvement programs and activities relating to Radiation Oncology Services as required by VA Chief of Service or VA COS.

4.4.3. **Patient Safety**:

4.4.3.1. Patient safety incidents Patient safety incidents must be reported within 24 hours using Patient Safety Report. As soon as practicable (but within 24 hours) Contractors shall notify COR of incident and submit to the COR the Patient Safety Report, following up with COR as required or requested.

4.4.3.2. Adverse events will be reported to the VA Quality & Patient Safety Office to the Patient Safety Manager or Patient Safety Coordinator and entered into the Patient Safety Reporting System, as outlined in the National Center for Patient Safety Handbook <http://www.va.gov/ncps/Pubs/NCPShb.doc>. Adverse events will be scored utilizing the Safety Assessment Code for determination of the need for conducting a Root Cause Analysis (RCA). Report adverse events to Lead Patient Safety Manager at 321-397-6409; or if unavailable, contact Patient Safety Coordinator at 321-397-6478.

4.4.3.3. The Contractors shall report all incidents involving radioactive material to the NHPP and NRC in accordance with National Radiation Safety Committee SOP #5: "National Health Physics Program (NHPP) Incident Response Procedure" and NRC Reporting Requirements (10 CFR 20, 21, 30, 35).

4.4.3.4. Adverse drug reactions, allergies, and adverse drug events should be appropriately and promptly entered into CPRS.

http://nhpp.med.va.gov/NHPP_Procedures.asp National Health Physics Program.

Program.

4.5. MANDATORY TRAINING AND ADP SECURITY

Contractor Medical Physicist shall meet all VA Contractor educational requirements.

- 4.5.1. In performance of official duties, Contractor Medical Physicist shall have regular access to printed and electronic files containing sensitive data, which shall be protected under the provisions of the Privacy Act of 1974 (5 U.S.C. 552a), and other applicable laws, Federal Regulations, Veterans Affairs statutes, policies and regulations. Contractor Medical Physicist are responsible for (1) protecting that data from unauthorized release or from loss, alteration, or unauthorized deletion and (2) following all applicable regulations and instructions regarding access to computerized files, release of access codes, etc., as set out in a computer access agreement which contract provider(s) signs.
- 4.5.2. Contractor Medical Physicist's shall complete required security training and sign a VA Computer Access Agreement prior to having access to the VA computer system. Security Training will be accomplished annually. Contractor Medical Physicist shall select training modules for Privacy Training and Information Security Training. Upon completion of the training, please email training certificates to the Contracting Officer Representative at Jose.Rosario1@va.gov.
- 4.5.3. Contractor Medical Physicist shall attend CPRS training prior to providing any patient care services. Contractor Medical Physicist shall document patient care in CPRS to comply with all VA and equivalent Joint Commission standards.
- 4.5.4. Rules of Behavior for Automated Information Systems: Contractor Medical Physicist's having access to VA Information Systems are required to read and sign a Rules of Behavior statement which outlines rules of behavior related to VA Automated Information Systems. The COR will provide, through the facility ISO, the Rules of Behavior to The Contractor Medical Physicist for the respective facility.
- 4.5.5. VA Compliance Business and Integrity (CBI) Training: Contractor Medical Physicist shall provide documented proof to the contracting officer or COR that all Contractor Medical Physicist's and sub-Contract or Contractor Medical Physicist's assigned revenue cycle-related work has received their annual CBI Training. The COR will arrange for training from the respective facility compliance officer.
- 4.5.6. Other Mandatory VA training as required. Contractor Medical Physicist shall be briefed on all required training by the COR upon reporting to the VAMC medical center. Contractor Medical Physicist shall invoice for time required to complete mandatory VA training.

4.6. PERFORMANCE STANDARDS, QUALITY ASSURANCE AND QUALITY IMPROVEMENT

- 4.6.1. The Government reserves the right to refuse acceptance of Medical Physicist at any time after performance begins, if personal or professional conduct jeopardizes patient care or interferes with the regular and ordinary operation of the facility. Breaches of conduct include intoxication or debilitation resulting from drug use, theft, patient abuse, dereliction or negligence in performing directed tasks, or other conduct resulting in formal complaints by patient or other staff members to designated Government representatives. Standards for conduct shall mirror those prescribed by current federal personnel regulations. The CO and COR shall deal with issues raised concerning Medical Physicist's conduct. The final arbiter on questions of acceptability is the CO.

- 4.6.2. The CO shall resolve complaints concerning contract Medical Physicist and/or Contractor relations with the Government employees or patients. The CO is final authority on validating complaints. In the event that the contractor's Medical Physicist is involved and named in a validated patient complaint, the Government reserves the right to refuse acceptance of the services of such personnel. This does not preclude refusal in the event of incidents involving physical or verbal abuse.
- 4.6.3. Quality Improvement: Medical Physicist shall participate in Quality Improvement, and Performance Improvement activities with staff as required by Joint Commission (or equivalent), and directed by Chief of Service or Chief of Staff or designee. The Government may evaluate the quality of professional and administrative services provided, but retains no control over the medical, professional aspects of services rendered (e.g., professional judgments, diagnosis for specific medical treatment), in accordance with Federal Acquisition Regulation (FAR) 37.401(b). Contractors' personnel shall be subject to Quality Management measures, such as patient satisfaction surveys, timely completion of medical records, and Peer Reviews.
- 4.6.4. Methods of Surveillance/Performance Standards: Medical Physicist shall comply with the required standards as outlined in the QASP. The QASP shall be attached to the resultant contract and shall define the methods and frequency of surveillance conducted.

4.6.5. REQUIRED REGISTRATION WITH CONTRACTOR PERFORMANCE ASSESSMENT REPORTING SYSTEM (CPARS)-

- 4.6.5.1. As prescribed in FAR Part 42.15, the Department of Veterans Affairs (VA) evaluates contractors past performance on all contracts that exceed \$150,000, and shares those evaluations with other Federal Government contract specialists and procurement officials. The FAR requires that the Contractor be provided an opportunity to comment on past performance evaluations prior to each report closing. To fulfill this requirement VA uses an online database, CPARS, which is maintained by the Naval Seal Logistics Center in Portsmouth, New Hampshire. CPARS has connectivity with the Past Performance Information Retrieval System (PPIRS) database, which is available to all Federal agencies. PPIRS is the system used to collect and retrieve performance assessment reports used in source selection determinations and completed CPARS report cards transferred to PPIRS. CPARS also includes access to the federal awardee performance and integrity information system (FAPIS). FAPIS is a web-enabled application accessed via CPARS for Contractor responsibility determination information.
- 4.6.5.2. Each contractor whose contract award is estimated to exceed \$150,000 is required to register with CPARS database at the following web address: www.cpars.csd.disa.mil. Help in registering can be obtained by contacting Customer Support Desk @ DSN: 684-1690 or COMM: 207-438-1690. Registration should occur no later than thirty days after award, and shall be kept current should there be any change to the Contractor's registered representative.
- 4.6.5.3. For contracts with a period of one (1) year or less, the Contracting Officer will perform a single evaluation when the contract is complete. For contracts exceeding one (1) year, the contracting officer will evaluate the Medical Physicist's performance annually. Interim reports will be filed each year until the last year of the contract, when the final report will be completed. The report shall be assigned in CPARS to the Contractor's designated representative for comment. The Contractor representative shall have thirty days to submit any comments and re-assign the report to the VA contracting officer.

4.6.5.4. Failure to have a current registration with the CPARS database, or to re-assign the report to the CO within those thirty days, will result in the Government's evaluation being placed on file in the database with a statement that the Medical Physicist failed to respond.

5. GOVERNMENT RESPONSIBILITIES

5.1. OVERSIGHT OF SERVICE/PERFORMANCE MONITORING: Contract Administration: After award of contract, all inquiries and correspondence relative to the administration of the contract shall be addressed to:

The Contract Specialist for this contract:

Cyrouse Himid Houshyani
8875 Hidden River Parkway Suite 525
Tampa, FL 33637
813-631-2816
cyrouse.houshyani@va.gov

The COR for this Contract:

Jose Rosario
5201 Raymond St.
Orlando, FL 32803
Jose.Rosario1@va.gov

5.2. CO RESPONSIBILITIES: The Contracting Officer is the only person authorized to approve changes or modify any of the requirements of this contract. The Medical Physicist shall communicate with the Contracting Officer on all matters pertaining to contract administration. Only the Contracting Officer is authorized to make commitments or issue any modification to include (but not limited to) terms affecting price, quantity or quality of performance of this contract.

5.2.1. The Contracting Officer shall resolve complaints concerning Contractor relations with the Government employees or patients. The Contracting Officer is final authority on validating complaints. In the event the Medical Physicist effects any such change at the direction of any person other than the Contracting Officer without authority, no adjustment shall be made in the contract price to cover an increase in costs incurred as a result thereof.

5.2.2. In the event that contract services do not meet quality and/or safety expectations, the best remedy shall be implemented, to include but not limited to a targeted and time limited performance improvement plan; increased monitoring of the contract services; consultation or training for the contractors staff to be provided by the VA or the contract agency as indicated; replacement of the contractors staff and/or renegotiation of the contract terms or termination of the con.

5.3. COR RESPONSIBILITIES:

5.3.1. The COR shall be the VA official responsible for verifying contract compliance. After contract award, any incidents of Contractor or Contractor noncompliance as evidenced by the monitoring procedures shall be forwarded immediately to the Contracting Officer.

5.3.2. The COR will be responsible for monitoring the Medical Physicist’s performance to ensure all specifications and requirements are fulfilled. Quality Improvement data that will be collected for ongoing monitoring includes but is not limited to: enter data that may be collected.

5.3.3. The COR will maintain a record-keeping system of services and contracts as designated by the Chief of Radiation Oncology. The COR will review this data monthly when invoices are received and certify all invoices for payment. Any evidence of the Medical Physicist's non-compliance as evidenced by the monitoring procedures shall be forwarded immediately to the Contracting Officer.

5.3.4. The COR will review and certify monthly invoices for payment. If in the event the Medical Physicist fails to provide the services in this contract, payments will be adjusted to compensate the Government for the difference.

5.3.5. All contract administration functions will be retained by the VA.

5.4. VA Support Personnel, Services or Equipment :

5.4.1. OVAMC Phone for afterhours coverage

6. SPECIAL CONTRACT REQUIREMENTS

6.0.1 Reports: The Contractor shall be responsible for complying with all reporting requirements established by the Contract. Contractor shall be responsible for assuring the accuracy and completeness of all reports and other documents as well as the timely submission of each. Contractor shall comply with contract requirements regarding the appropriate reporting formats, instructions, submission timetables, and technical assistance as required.

The following are brief descriptions of required documents that must be submitted by Contractor: upon award; weekly; monthly; quarterly; annually, etc. identified throughout the PWS and provided here as a guide for Contractor convenience. If an item is within the PWS and not listed here, the Contractor remains responsible for the delivery of the item.

What	Submit as noted	Submit To
Copies of any and all board certifications, licenses, to include primary source verification of all licensed and certified staff	Upon proposal and upon renewal of licenses and upon renewal of option periods.	COR, Contracting Officer
Certification that staff list have been compared to OIG list	Upon proposal and upon new hires.	Contracting Officer
Proof of Indemnification and Medical Liability Insurance	Upon proposal and upon renewals.	COR, Contracting Officer
Certificates of Completion for Cyber Security and Patient Privacy Training Courses	Before receiving an account on VA Network and annual training and new hires.	COR, Contracting Officer

ACLS/BLS Certification	Upon award and every two (2) years after award.	COR
Medical physicist report evaluating equipment performance for proper working order	Quarterly	COR
Reporting results of performance improvement activities to the VA Radiation Oncology Quality Assurance Committee	Quarterly	COR
Provide Quality Assurance reports for the Quality Assurance Committee and Radiation Safety Committee	Quarterly	COR
Provide shielding surveys and reports as required by the NHPP	As required	COR
Quality Management Report	Annual	COR

6.1 **BILLING:**

6.1.1. **Payments in full/ no billing VA beneficiaries:** The Contractor shall accept payment for services rendered under the resultant contract as payment in full. VA beneficiaries shall not, under any circumstances, be charged nor their insurance companies charged for services rendered by the contractor, even if VA does not pay for those services. This provision shall survive the termination or ending of the contract. To the extent the Veteran desires services that are not a VA benefit or covered under the terms of the resultant contract, the Medical Physicist shall notify the Veteran there will be a charge for such service and the VA will not be responsible for payment. The Medical Physicist shall not bill, charge, collect a deposit from, seek compensation, remuneration, or reimbursement from, or have any recourse against, any person or entity other than VA for services provided pursuant to the resultant contract. It shall be considered fraudulent for the Medical Physicist to bill other third party insurance sources, including Medicare, for services rendered to Veteran enrollees under the resultant contract.

6.1.2. **Invoice requirements and supporting documentation:** Supporting documentation and invoices shall be submitted no later than the **20th workday of the month and every 30 days in arrears.** Subsequent changes or corrections shall be submitted by a separate invoice. In addition to information required for submission of a “properly prepared” invoice, in accordance with FAR 52.212-4(g), all invoices shall include:

Name and Address of Contractor

Invoice Date

Contract Number

Date of Service

Medical Physicist Name

Medical Physicist Hourly Rate

Quantity of hours worked

Total price

Explanation of cost adjustments

6.1.3. **Payment Adjustments:** In the event Medical Physicist personnel work a portion of an hour, the government shall adjust payments by **15-minute increments**. Medical Physicist personnel shall be responsible for reporting the time worked accurately. **Medical Physicist shall be paid for actual hours performed.** The contract shall be adjusted at the end of the period of performance (base or option year) in accordance with actual performance.

6.1.4. **Electronic Invoicing:** The U.S. Department of Veterans Affairs initiated an important change in the accounts payable process, which is mandatory and shall ensure Medical Physicist are paid promptly. All invoices shall be submitted electronically through the OB10 portal. The OB10 portal will pick up any flat text invoice format, any invoice data layout and can be sent through any electronic communication method of the Medical Physicist's choice. What this means is that the Medical Physicist can now send electronic invoices from an existing billing system. To get set up in OB10 system, contact:

OB10 Client Services

Phone: 1-877-752-0900, Option #2

Email: VA.Registration@OB10.com

OB10 Support

Phone: 1-877-489-6135

Website: <http://www.ob10.com/Country/US/Support>

6.1.5. **Electronic Payment:** While making the invoice submission process completely electronic, the VA Financial Services Center (VAFSC) is expanding their electronic payments. To this end, an Automated Clearing House (ACH) enrollment form can be found at <http://www.fms.treas.gov/index.html>. Follow the link and search for "3881" within the FAQ guide. ACH offers significant advantages, including reduced delivery time for payment, eliminating postal system delays, automated payment generation through the VA accounting system and reducing the likelihood of errors. Contact the VAFSC if assistance is required.

VA Financial Service Center

PO Box 149971

Austin, TX 78714-8971

Phone: 1-877-353-9791

6.2 CONTRACTOR SECURITY REQUIREMENTS (HANDBOOK 6500.6)

- 6.2.1 All contractors' medical physicist(s) who require access to the Department of Veterans Affairs' computer systems shall be the subject of a background investigation and shall receive a favorable adjudication from the VA Security Investigations Center prior to contract performance. This requirement is applicable to all sub contract personnel requiring the same access. If the investigation is not completed prior to the start date of the contract, the Medical Physicist shall be responsible for the actions of those individuals they provide to perform work for the VA.
- 6.2.2 **Position Sensitivity**- The position sensitivity has been designated as LOW RISK.
- 6.2.3 **Background Investigation**- Completion of a full background check is not required to commence work. Work will commence immediately upon a favorably adjudicated Special Agreement Check (SAC) is received, completion of required trainings and orientation as stated in the PWS, a Contractor Rules of Behavior is signed and background investigation process is initiated. The Medical Physicist when notified of an unfavorable determination by the Government, shall withdraw from working under the contract, and at the request of the VA, the contractor shall submit another board certified medical physicist(s) for consideration. Failure to comply with the contract personnel security requirements may result in termination of the contract for default.

B.4 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.5 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)

SECTION C - CONTRACT CLAUSES

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

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

(1) Within a reasonable time after the defect was discovered or should have been discovered; and

(2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

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

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

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

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

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

(g) Invoice.

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

- (i) Name and address of the Contractor;
- (ii) Invoice date and number;
- (iii) Contract number, contract line item number and, if applicable, the order number;
- (iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;
- (v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;
- (vi) Terms of any discount for prompt payment offered;
- (vii) Name and address of official to whom payment is to be sent;
- (viii) Name, title, and phone number of person to notify in event of defective invoice; and
- (ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.
- (x) Electronic funds transfer (EFT) banking information.

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

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

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

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

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

(i) Payment.—

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

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

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

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

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

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

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

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

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

(D) Contractor point of contact.

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

(6) *Interest.*

(i) All amounts that become payable by the Contractor to the Government under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in 41 U.S.C. 7109, which is applicable to the period in which the amount becomes due, as provided in (i)(6)(v) of this clause, and then at the rate applicable for each six month period as fixed by the Secretary until the amount is paid.

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

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

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

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

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

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

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

(A) The date fixed under this contract.

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

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

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

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

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

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

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

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

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

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

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

(m) *Termination for cause.* The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government

for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

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

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

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

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

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

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

(1) The schedule of supplies/services.

(2) The Assignments, Disputes, Payments, Invoice, Other Compliances, Compliance with Laws Unique to Government Contracts, and Unauthorized Obligations paragraphs of this clause;

(3) The clause at 52.212-5.

(4) Addenda to this solicitation or contract, including any license agreements for computer software.

(5) Solicitation provisions if this is a solicitation.

(6) Other paragraphs of this clause.

(7) The Standard Form 1449.

(8) Other documents, exhibits, and attachments

(9) The specification.

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

(1) Unless exempted by an addendum to this contract, the Contractor is responsible during performance and through final payment of any contract for the accuracy and completeness of the data within the SAM database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the SAM database after the initial registration, the Contractor is required to

review and update on an annual basis from the date of initial registration or subsequent updates its information in the SAM database to ensure it is current, accurate and complete. Updating information in the SAM does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(2)(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in FAR subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one (1) business day's written notification of its intention to (A) change the name in the SAM database; (B) comply with the requirements of subpart 42.12; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

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

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

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

(u) *Unauthorized Obligations.*

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

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

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

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

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

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

(End of Clause)

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

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

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

C.2 52.202-1 DEFINITIONS (NOV 2013)

When a solicitation provision or contract clause uses a word or term that is defined in the Federal Acquisition Regulation (FAR), the word or term has the same meaning as the definition in FAR 2.101 in effect at the time the solicitation was issued, unless—

- (a) The solicitation, or amended solicitation, provides a different definition;
- (b) The contracting parties agree to a different definition;
- (c) The part, subpart, or section of the FAR where the provision or clause is prescribed provides a different meaning; or
- (d) The word or term is defined in FAR Part 31, for use in the cost principles and procedures.

(End of Clause)

C.3 52.204-9 PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2011)

(a) The Contractor shall comply with agency personal identity verification procedures identified in the contract that implement Homeland Security Presidential Directive-12 (HSPD-12), Office of Management and Budget (OMB) guidance M-05-24, and Federal Information Processing Standards Publication (FIPS PUB) Number 201.

(b) The Contractor shall account for all forms of Government-provided identification issued to the Contractor employees in connection with performance under this contract. The Contractor shall return such identification to the issuing agency at the earliest of any of the following, unless otherwise determined by the Government:

- (1) When no longer needed for contract performance.
- (2) Upon completion of the Contractor employee's employment.

(3) Upon contract completion or termination.

(c) The Contracting Officer may delay final payment under a contract if the Contractor fails to comply with these requirements.

(d) The Contractor shall insert the substance of this clause, including this paragraph (d), in all subcontracts when the subcontractor's employees are required to have routine physical access to a Federally-controlled facility and/or routine access to a Federally-controlled information system. It shall be the responsibility of the prime Contractor to return such identification to the issuing agency in accordance with the terms set forth in paragraph (b) of this section, unless otherwise approved in writing by the Contracting Officer.

(End of Clause)

C.4 52.207-3 RIGHT OF FIRST REFUSAL OF EMPLOYMENT (MAY 2006)

(a) The Contractor shall give Government personnel who have been or will be adversely affected or separated as a result of award of this contract the right of first refusal for employment openings under the contract in positions for which they are qualified, if that employment is consistent with post-Government employment conflict of interest standards.

(b) Within 10 days after contract award, the Contracting Officer will provide to the Contractor a list of all Government personnel who have been or will be adversely affected or separated as a result of award of this contract.

(c) The Contractor shall report to the Contracting Officer the names of individuals identified on the list who are hired within 90 days after contract performance begins. This report shall be forwarded within 120 days after contract performance begins.

(End of Clause)

C.5 52.209-9 UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS (JUL 2013)

(a) The Contractor shall update the information in the Federal Awardee Performance and Integrity Information System (FAPIS) on a semi-annual basis, throughout the life of the contract, by posting the required information in the System for Award Management database via <https://www.acquisition.gov>.

(b) As required by section 3010 of the Supplemental Appropriations Act, 2010 (Pub. L. 111-212), all information posted in FAPIS on or after April 15, 2011, except past performance reviews, will be publicly available. FAPIS consists of two segments—

(1) The non-public segment, into which Government officials and the Contractor post information, which can only be viewed by—

(i) Government personnel and authorized users performing business on behalf of the Government;
or

(ii) The Contractor, when viewing data on itself; and

(2) The publicly-available segment, to which all data in the non-public segment of FAPIS is automatically transferred after a waiting period of 14 calendar days, except for—

(i) Past performance reviews required by subpart 42.15;

(ii) Information that was entered prior to April 15, 2011; or

(iii) Information that is withdrawn during the 14-calendar-day waiting period by the Government official who posted it in accordance with paragraph (c)(1) of this clause.

(c) The Contractor will receive notification when the Government posts new information to the Contractor's record.

(1) If the Contractor asserts in writing within 7 calendar days, to the Government official who posted the information, that some of the information posted to the nonpublic segment of FAPIIS is covered by a disclosure exemption under the Freedom of Information Act, the Government official who posted the information must within 7 calendar days remove the posting from FAPIIS and resolve the issue in accordance with agency Freedom of Information procedures, prior to reposting the releasable information. The contractor must cite 52.209-9 and request removal within 7 calendar days of the posting to FAPIIS.

(2) The Contractor will also have an opportunity to post comments regarding information that has been posted by the Government. The comments will be retained as long as the associated information is retained, i.e., for a total period of 6 years. Contractor comments will remain a part of the record unless the Contractor revises them.

(3) As required by section 3010 of Pub. L. 111-212, all information posted in FAPIIS on or after April 15, 2011, except past performance reviews, will be publicly available.

(d) Public requests for system information posted prior to April 15, 2011, will be handled under Freedom of Information Act procedures, including, where appropriate, procedures promulgated under E.O. 12600.

(End of Clause)

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

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

(End of Clause)

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

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 days; provided that the Government gives the Contractor a preliminary written notice of its intent to

extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

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

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

(End of Clause)

C.8 52.223-18 ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING (AUG 2011)

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

"Driving"—

(1) Means operating a motor vehicle on an active roadway with the motor running, including while temporarily stationary because of traffic, a traffic light, stop sign, or otherwise.

(2) Does not include operating a motor vehicle with or without the motor running when one has pulled over to the side of, or off, an active roadway and has halted in a location where one can safely remain stationary.

"Text messaging" means reading from or entering data into any handheld or other electronic device, including for the purpose of short message service texting, e-mailing, instant messaging, obtaining navigational information, or engaging in any other form of electronic data retrieval or electronic data communication. The term does not include glancing at or listening to a navigational device that is secured in a commercially designed holder affixed to the vehicle, provided that the destination and route are programmed into the device either before driving or while stopped in a location off the roadway where it is safe and legal to park.

(b) This clause implements Executive Order 13513, Federal Leadership on Reducing Text Messaging while Driving, dated October 1, 2009.

(c) The Contractor is encouraged to—

(1) Adopt and enforce policies that ban text messaging while driving—

(i) Company-owned or -rented vehicles or Government-owned vehicles; or

(ii) Privately-owned vehicles when on official Government business or when performing any work for or on behalf of the Government.

(2) Conduct initiatives in a manner commensurate with the size of the business, such as—

(i) Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and

(ii) Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

(d) *Subcontracts*. The Contractor shall insert the substance of this clause, including this paragraph (d), in all subcontracts that exceed the micro-purchase threshold.

(End of Clause)

C.9 52.224-1 PRIVACY ACT NOTIFICATION (APR 1984)

The Contractor will be required to design, develop, or operate a system of records on individuals, to accomplish an agency function subject to the Privacy Act of 1974, Public Law 93-579, December 31, 1974 (5 U.S.C. 552a) and applicable agency regulations. Violation of the Act may involve the imposition of criminal penalties.

(End of Clause)

C.10 52.224-2 PRIVACY ACT (APR 1984)

(a) The Contractor agrees to—

(1) Comply with the Privacy Act of 1974 (the Act) and the agency rules and regulations issued under the Act in the design, development, or operation of any system of records on individuals to accomplish an agency function when the contract specifically identifies—

(i) The systems of records; and

(ii) The design, development, or operation work that the contractor is to perform;

(2) Include the Privacy Act notification contained in this contract in every solicitation and resulting subcontract and in every subcontract awarded without a solicitation, when the work statement in the proposed subcontract requires the design, development, or operation of a system of records on individuals that is subject to the Act; and

(3) Include this clause, including this subparagraph (3), in all subcontracts awarded under this contract which requires the design, development, or operation of such a system of records.

(b) In the event of violations of the Act, a civil action may be brought against the agency involved when the violation concerns the design, development, or operation of a system of records on individuals to accomplish an agency function, and criminal penalties may be imposed upon the officers or employees of the agency when the violation concerns the operation of a system of records on individuals to accomplish an agency function. For purposes of the Act, when the contract is for the operation of a system of records on individuals to accomplish an agency function, the Contractor and any employee of the Contractor is considered to be an employee of the agency.

(c) (1) "Operation of a system of records," as used in this clause, means performance of any of the activities associated with maintaining the system of records, including the collection, use, and dissemination of records.

(2) "Record," as used in this clause, means any item, collection, or grouping of information about an individual that is maintained by an agency, including, but not limited to, education, financial transactions, medical history, and criminal or employment history and that contains the person's name, or the identifying number, symbol, or other identifying particular assigned to the individual, such as a fingerprint or voiceprint or a photograph.

(3) "System of records on individuals," as used in this clause, means a group of any records under the control of any agency from which information is retrieved by the name of the individual or by some identifying number, symbol, or other identifying particular assigned to the individual.

(End of Clause)

C.11 52.228-5 INSURANCE—WORK ON A GOVERNMENT INSTALLATION (JAN 1997)

(a) The Contractor shall, at its own expense, provide and maintain during the entire performance of this contract, at least the kinds and minimum amounts of insurance required in the Schedule or elsewhere in the contract.

(b) Before commencing work under this contract, the Contractor shall notify the Contracting Officer in writing that the required insurance has been obtained. The policies evidencing required insurance shall contain an endorsement to the effect that any cancellation or any material change adversely affecting the Government's interest shall not be effective—

(1) For such period as the laws of the State in which this contract is to be performed prescribe; or

(2) Until 30 days after the insurer or the Contractor gives written notice to the Contracting Officer, whichever period is longer.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in subcontracts under this contract that require work on a Government installation and shall require subcontractors to provide and maintain the insurance required in the Schedule or elsewhere in the contract. The Contractor shall maintain a copy of all subcontractors' proofs of required insurance, and shall make copies available to the Contracting Officer upon request.

(End of Clause)

C.12 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.13 SUPPLEMENTAL INSURANCE REQUIREMENTS

In accordance with FAR 28.307-2 and FAR 52.228-5, the following minimum coverage shall apply to this contract:

(a) Workers' compensation and employers liability: Contractors are required to comply with applicable Federal and State workers' compensation and occupational disease statutes. If occupational diseases are not compensable under those statutes, they shall be covered under the employer's liability section of the insurance policy, except when contract operations are so commingled with a Contractor's commercial operations that it would not be practical to require this coverage. Employer's liability coverage of at least \$100,000 is required, except in States with exclusive or monopolistic funds that do not permit workers' compensation to be written by private carriers.

(b) General Liability: \$500,000.00 per occurrences.

(c) Automobile liability: \$200,000.00 per person; \$500,000.00 per occurrence and \$20,000.00 property damage.

(d) The successful bidder must present to the Contracting Officer, prior to award, evidence of general liability insurance without any exclusionary clauses for asbestos that would void the general liability coverage.

(End of Clause)

C.14 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.15 VAAR 852.215-71 EVALUATION FACTOR COMMITMENTS (DEC 2009)

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

(End of Clause)

C.16 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.17 VAAR 852.237-7 INDEMNIFICATION AND MEDICAL LIABILITY INSURANCE (JAN 2008)

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

* Amounts are listed below:

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

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

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

(e) The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts for health-care services under this contract. The Contractor shall be responsible for

compliance by any subcontractor or lower-tier subcontractor with the provisions set forth in paragraph (a) of this clause.

* Amounts from paragraph (a) above:

\$1 million per Occurrence / \$3 million per aggregate

(End of Clause)

C.18 VAAR 852.237-70 CONTRACTOR RESPONSIBILITIES (APR 1984)

The contractor shall obtain all necessary licenses and/or permits required to perform this work. He/she shall take all reasonable precautions necessary to protect persons and property from injury or damage during the performance of this contract. He/she shall be responsible for any injury to himself/herself, his/her employees, as well as for any damage to personal or public property that occurs during the performance of this contract that is caused by his/her employees fault or negligence, and shall maintain personal liability and property damage insurance having coverage for a limit as required by the laws of the State of Florida. Further, it is agreed that any negligence of the Government, its officers, agents, servants and employees, shall not be the responsibility of the contractor hereunder with the regard to any claims, loss, damage, injury, and liability resulting there from.

(End of Clause)

C.19 VAAR 852.271-70 NONDISCRIMINATION IN SERVICES PROVIDED TO BENEFICIARIES (JAN 2008)

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

(End of Provision)

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

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

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

(End of Clause)

<u>FAR</u> <u>Number</u>	<u>Title</u>	<u>Date</u>
52.203-17	CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS	APR 2014

52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER	MAY 2011
<u>FAR</u>	<u>Title</u>	<u>Date</u>
<u>Number</u>		
52.227-17	RIGHTS IN DATA—SPECIAL WORKS	DEC 2007
52.232-18	AVAILABILITY OF FUNDS	APR 1984
52.232-40	PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS	DEC 2013
52.203-5	COVENANT AGAINST CONTINGENT FEES	MAY 2014

C.21 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).

(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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(End of Clause)

(End of Addendum to 52.212-4)

SECTION D - CONTRACT DOCUMENTS, EXHIBITS, OR ATTACHMENTS

D.1 QUALITY ASSURANCE SURVEILLANCE PLAN

See attached document: S02 - Attachment 1, Section D, Quality Assurance Surveillance Plan.

D.2 PAST PERFORMANCE QUESTIONNAIRE

See attached document: S02 - Attachment 2, Section D, Past Performance.

D.3 CONTRACTOR CERTIFICATION

See attached document: S02 - Attachment 3, Section D, Contractor Certification.

D.4 VHA HANDBOOK 6500.6

See attached document: S02 - Attachment 4, Section D, VA Handbook 6500.6.

D.5 MANDATORY TRAININGS

See attached document: S02 - Attachment 5, Section D, Mandatory Trainings.

SECTION E - SOLICITATION PROVISIONS

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

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

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

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

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

(d) *Product samples.* When required by the solicitation, product samples shall be submitted at or prior to the time specified for receipt of offers. Unless otherwise specified in this solicitation, these samples shall

be submitted at no expense to the Government, and returned at the sender's request and expense, unless they are destroyed during preaward testing.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

GSA Federal Supply Service Specifications Section

Suite 8100 470 East L'Enfant Plaza, SW

Washington, DC 20407

Telephone (202) 619-8925

Facsimile (202) 619-8978.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(End of Provision)

Addendum to FAR Provision 52.212-1 Instructions to Offerors - - Commercial Items (APR 2014)

INSTRUCTIONS FOR QUOTATION SUBMISSION

In addition to the Contract Award language in FAR 52.212-1, paragraph (g) the following is added:

FAR 52.212-1, Paragraph "e" of the basic clause is hereby deleted.

FAR 52.212-1 (c) the following is changed from "30 calendar days" to "180 calendar days".

INSTRUCTIONS TO OFFERORS

Quotations will be evaluated in accordance with the requirements of Federal Acquisition Regulation (FAR) Part 13 Simplified Acquisition Procedures FAR Part 12 Acquisition of Commercial Items. This acquisition will utilize best value approach. The best value is the most advantageous quote, price and other factors considered, and consistent with the Government's stated importance of evaluation criteria. Technical and past performance, when combined are more important than price. This may result in award being made to a higher price schedule contractor where the Contracting Officer determines that the technical capability and past performance of the higher priced contractor outweighs the cost difference.

The Government intends to make a single award based on the best value and the contractor's ability to meet all requirements. Contractors shall be registered in the system for award management (SAMS) under the applicable NAICS code 621399 prior to award. The applicable NAICS shall be identified in the contractor's online representation and certifications application (ORCA) prior to award.

QUESTIONS REGARDING THIS SOLICITATION

All questions and concerns shall be submitted in writing and received by the RFQ Contract Specialist no later than 2:30 p.m. Eastern, Thursday May 7, 2015. Questions received after said time will not be entertained or addressed. Telephonic (verbal) questions will not be addressed. Answers to questions will be addressed via an amendment to the solicitation and will be posted to www.fbo.gov. Questions shall be sent via email to the following RFQ Contracting Officer below.

Cyrouse Himid Houshyani

cyrouse.houshyani@va.gov

If a potential contractor believes that the requirements in these instructions contain an error or omission, the contractor shall immediately notify the Contracting Officer via email within the timelines above.

QUOTES

To provide a basis for a sound evaluation by the Government, contractors shall submit a complete quote. The information provided shall be concise, factual and complete. Contractors shall submit a comprehensive and complete technical quote that demonstrates their ability to perform the work described in this solicitation. Contractors are cautioned to be responsive to all of the requirements of the performance work statement and provide sufficient information to allow evaluation of the quote as the Government reserves the right to make an award based on initial quotes received, without discussions.

QUOTE SUBMISSION ITEMS

Quotes shall be submitted in three (3) parts including items a. through d. below. Part one, consisting of Technical Factor one, two and three. Part two consisting of Past Performance and Service Disabled Veteran Owned Small Business and Veteran Owned Business Preference. Part three, consisting of Price (Schedule of Services page 6). Each of the parts shall be separate and complete so that the evaluation of each part can be accomplished independently. Contractor's quote shall remain active for 180 days after their submission.

- a. Completed copy of Standard Form 1449 (completing blocks 17a, 17b, 30a, 30b, and 30c and other applicable contractor (fill-in or completion) areas in section B, C, D and E) submitted with electronic signature/ink signature. Medical Physicist shall submit a listing of key personnel, Curriculum Vitae of each key personnel shall be submitted with the quote.
- b. One completed copy of administrative information listed on pages 4-5, complete all lines, Contractor, DUNS, Business size information etc. — submitted electronically.
- c. One copy of completed Representations and Certifications, Clause 52.212-3 — submitted electronically. In lieu of hard copy submit a statement that Offeror has completed the annual representations and certifications at <http://www.sam.gov>
- d. A completed and signed copy of: Contractor Certification. Past performance survey(s) shall be submitted by the date stated on the past performance survey form: if contractor has past performance, a minimum of three (3) past performance surveys are required to be submitted, these pages — shall be submitted electronically. Located in Section D, attachments.

Submit each Evaluation Factor including sub-factors clearly and separated.

Submit narrative responses tailored specifically to each Technical Capability Evaluation Sub factor.

Do not submit your company's general marketing literature or brochures. Such materials are not considered responsive to the specific evaluation criteria and shall not be evaluated by the board.

Quotes will only be accepted via email or FBO RFQ. Quotes shall be submitted to the RFQ Contracting Officer at cyrouse.houshyani@va.gov by the due date and time specified in block 8 of the SF1449. It is the responsibility of the contractor to follow up and ensure that their quote was received prior to the RFQ closing date.

Contractors are hereby advised that any contractor imposed terms and conditions which deviate from the Government's material terms and conditions established in the solicitation may render the contractor's quote unacceptable and ineligible for award. Quotations shall be prepared as specified herein. NOTE: All electronic submissions shall be sent FBO RFQ or e-mail to the Contracting Officer at cyrouse.houshyani@va.gov. **No mailed quotes, hand carried offers, faxes accepted.** **Quotes with missing or incomplete items below are considered non-responsive and will not be accepted.**

***These factors are in descending order of importance.**

TECHNICAL QUOTATION:

Contractors shall submit a technical quotation in a format which clearly addresses each evaluation factor and shall clearly identify which factor is being addressed. This is not intended to restrict answering in as much detail as the contractor deems necessary to adequately present and address each factor in the technical quotation. The contractor must identify any subcontractors proposed to be utilized for the provision of services required under this solicitation. All technical elements applicable to the utilization of subcontractors must be addressed in the technical quotation and details provided. Potential contractors shall submit a technical quotation for evaluation addressing the following evaluation factors:

Technical Factor 1-Proposed Company Candidates, Experience:

TECHNICAL FACTOR 1:

Subfactor 1 – Describe candidates five (5) or more years of experience as a clinical radiation oncology physicist including linear accelerator acceptance testing and commissioning. Experience must be detailed to receive full credit. Experience as a health physicist, Radiation Safety Officer (RSO), teacher, or while enrolled in a training program will not be considered as clinical experience.

Subfactor 2 – Describe candidate's experience commissioning a linear accelerator for a treatment planning system.

Subfactor 3 – Describe and demonstrate candidates experience in participation/leadership in said commissioning processes of a minimum of five (5) different linear accelerators.

Subfactor 4 – Describe candidate's five (5) or more years of knowledge and experience in implementing, maintaining, planning and immobilization techniques, quality assurance and treatment plans for the following:

- a. Intensity-modulated radiation therapy (IMRT).
- b. Image-guided radiation therapy (IGRT).
- c. Stereotactic radiation therapy (SRS) treatments.
- d. Stereotactic body radiation therapy (SBRT) treatments.
- e. High-dose rate (HDR) treatment.

- f. Varian Clinic Linear Accelerator.
- g. Eclipse and Pinnacle treatment planning.
- h. Mosiaq Record and Verify.
- i. Performing Image Fusion using CT, Pet and MR images.

Subfactor 5 – Describe candidates experience performing quality assurance procedures (e.g. TG-142 and TG-40) on radiation oncology treatment machines.

Subfactor 6 – Describe candidates the ability to perform annual calibration (photons and electrons) as per AAPMTG-51 on radiation oncology treatment machine.

TECHNICAL FACTOR 2: Proposed Company Candidates, Qualification and Capability:

Subfactor 1 – Candidate is certified by the American Board of Radiology. Approved Certifying Bodies; The American Board of Radiology (ABR) in Therapeutic Medical Physics, Therapeutic Radiologic or Therapeutic Radiological Physics, Radiologic Physics or Radiological Physics, The American Board of Medical Physics (ADMP) in the subfield of Radiation Oncology Physics, and the Canadian College of Physicists in Medicine (CCPM) in the subfield of Radiation Oncology Physics. The qualifications of such candidate shall also be subject to the review of the VA Chief of Staff and approved by the VA Medical Center Director.

Subfactor 2 – Candidate has a Master’s degree or higher in medical physics with ABR Board Certification. Note: Information/documentation is required to support this factor.

Subfactor 3 – Describe Candidates capability of conducting weekly reviews of the following:

- a. Weekly Patient treatment records
- b. Monthly and Annually quality assurance (QA) test on linear accelerators and simulators

Subfactor 4 – Describe Candidates ability to provide advice or direction to technical staff when radiation treatments are being planned or when patients are being treated.

Subfactor 5 – Describe Candidates ability to interact with patients to obtain measurements and data necessary for radiation therapy planning and device design.

TECHNICAL FACTOR 3: Company Contractor- Experience and Capability:

Subfactor 1 – Describe Candidates ability to oversee the technical development and implementation of new radiotherapy techniques and modalities

Subfactor 2 – Describe Candidates ACR accreditation experience

Subfactor 3 – Describe Candidates Advanced knowledge of regulatory requirements, manufacturer's standards, and professional society guidelines for performing quality assurance of radiation therapy equipment to include accelerators, simulators, and high dose rate/low dose rate brachytherapy delivery systems.

Subfactor 4 – Describe the mechanism to hire qualified staffing and contingency plan in place to be utilized if personnel leaves contractor's employment or is unable to continue performance in accordance with the terms and conditions stated herein.

Subfactor 5 – Offeror provided a copy of their current general and professional liability insurance.

Subfactor 6 – Candidates quality of agency quote and candidates submitted for consideration to meet all the qualifications and requirements contained in the solicitation.

PAST PERFORMANCE

Contractor

Past performance information is one indicator of a Contractor's ability to perform the contract successfully. Current and relevant information, company background, source of information, context of data, and general trends in contractor performance will be considered as it pertains to the performance of work described in the solicitation.

Candidates shall meet all of these minimum standards/requirements stated above in order to be considered proficient for this contract. The agency shall provide adequate documentation for all proposed candidates, so that each can be evaluated according to the criteria. The evaluation panel reserves the right to conduct a phone interview with candidates if deemed necessary. If an interview is needed, the evaluation panel will contact the respective agency and request that they coordinate a phone interview between the panel and the prospective physicist

Provide three (3) Past Performance Surveys – refer to attachment included in this RFQ.

Contractors with no relevant performance history will not be evaluated favorably or unfavorably on past performance. Schedule contractors may provide information on problems encountered on identified contracts and the contractor's corrective action. The Government will consider this information as well as information obtained from any other sources, when evaluating the offeror's past performance. The VA will determine the relevance of similar past performance information.

Subfactor 1 - Offeror shall provide a minimum of three (3) references of responsible individuals who would have firsthand knowledge of performance relative to the same type of service.

Subfactor 2 - Provide three (3) Past Performance Surveys – refer to attachment included in this RFQ

Schedule contractors with no relevant performance history will not be evaluated favorably or unfavorably on past performance. Schedule contractors may provide information on problems encountered on 1 identified contracts and the contractor's corrective action. The Government will consider this information as well as information obtained

from any other sources, when evaluating the offeror's past performance. The VA will determine the relevance of similar past performance information.

SERVICE DISABLED AND VETERAN OWNED SMALL BUSINESS AND VETERAN OWNED SMALL BUSINESS PREFERENCE

Factor 1 - In determining the acquisition strategy application to an acquisition, the contracting officer shall consider, in the following order of priority, contracting preferences that ensure contracts may be awarded:

- (a) To SDVOSBs
- (b) To VOSB, including but not limited to SDVOSBs

The contractor shall submit SDVOSB and VOSB information documenting this factor. Offeror and proposed Sub-contractors shall be registered and verified in the VetBiz.gov VIP database (<http://www.vetbiz.gov>) to receive consideration for this factor.

PRICE AND PRICE RELATED FACTORS

Offered in Schedule of Services - The contractor shall submit a pricing quotation consisting of a properly completed and signed solicitation documents. **Factor 1** - All cost and price information shall be included in the pricing quotation. The cost stated in the schedule of service is to be all inclusive to provide the services as stated herein. A price reduction is requested based on geographical area of this requirement. Also, please provide a cost breakdown.

(End of Addendum to 52.212-1)

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

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

E.2 52.209-5 REPRESENTATION BY CORPORATIONS REGARDING AN UNPAID TAX LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW (DEVIATION)(MAR 2012)

(a) In accordance with Division H, sections 8124 and 8125 of P.L. 112-74 and sections 738 and 739 of P.L. 112-55 none of the funds made available by either Act may be used to enter into a contract with any corporation that—

(1) Has an unpaid federal tax liability, unless the agency has considered suspension or debarment of the corporation and the Suspension and Debarment Official has made a determination that this action is not necessary to protect the interests of the Government.

(2) Has a felony criminal violation under any Federal or State law within the preceding 24 months, unless the agency has considered suspension or debarment of the corporation and Suspension and Debarment Official has made a determination that this action is not necessary to protect the interests of the Government.

(b) The Offeror represents that—

(1) The offeror does does not have any unpaid Federal tax liability that has been assessed and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

(2) The offeror, its officers or agents acting on its behalf have have not been convicted of a felony criminal violation under a Federal or State law within the preceding 24 months.

(End of Provision)

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

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

(End of Provision)

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

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

Cyrouse Himid Houshyani
Contracting Officer

Hand-Carried Address:

Department of Veterans Affairs
Network Contracting Activity 8 (NCA 8)
8875 Hidden River Pkwy
Tampa FL 33637

Mailing Address:

Department of Veterans Affairs
Network Contracting Activity 8 (NCA 8)
8875 Hidden River Pkwy
Tampa FL 33637

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

(End of Provision)

E.5 VAAR 852.215-70 SERVICE-DISABLED VETERAN-OWNED AND VETERAN-OWNED SMALL BUSINESS EVALUATION FACTORS (DEC 2009)

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

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

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

(End of Provision)

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

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

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

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

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

(End of Provision)

E.7 VAAR 852.233-71 ALTERNATE PROTEST PROCEDURE (JAN 1998)

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

(End of Provision)

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

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

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

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

E.8 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

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

(End of Provision)

<u>FAR Number</u>	<u>Title</u>	<u>Date</u>
52.232-38	SUBMISSION OF ELECTRONIC FUNDS TRANSFER INFORMATION WITH OFFER	JUL 2013
52.217-5	EVALUATION OF OPTIONS	JUL 1990
52.225-25	PROHIBITION ON CONTRACTING WITH ENTITIES ENGAGING IN CERTAIN ACTIVITIES OR TRANSACTIONS RELATING TO IRAN—REPRESENTATION AND CERTIFICATIONS	DEC 2012
852.273-70	LATE OFFERS	JAN 2003

(End of Addendum to 52.212-1)

E.9 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:

- A. Technical
 - 1. Proposed Company Candidates, Experience
 - 2. Proposed Company Candidates, Qualification and Capability
 - 3. Company Contractor- Experience and Capability
- B. Past Performance
- C. Service Disabled Veteran Owned Small Business and Veteran-Owned Small Business Preference
- D. Price and Price Related Factors

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

(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.10 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

(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)