PAGE 1 OF

1. REQUISITION NO.

2. CONTRACT NO.

3. AWARD/EFFECTIVE DATE

4. ORDER NO.

5. SOLICITATION NUMBER

6. SOLICITATION ISSUE DATE

a. NAME

b. TELEPHONE NO. (No Collect Calls)

8. OFFER DUE DATE/LOCAL

TIME

9. ISSUED BY

CODE

10. THIS ACQUISITION IS

UNRESTRICTED OR

SET ASIDE:

% FOR:

SMALL BUSINESS

HUBZONE SMALL

BUSINESS

SERVICE-DISABLED

VETERAN-OWNED

SMALL BUSINESS

WOMEN-OWNED SMALL BUSINESS

(WOSB) ELIGIBLE UNDER THE WOMEN-OWNED

SMALL BUSINESS PROGRAM

EDWOSB

8(A)

NAICS:

SIZE STANDARD:

11. DELIVERY FOR FOB DESTINA-

TION UNLESS BLOCK IS

MARKED

SEE SCHEDULE

12. DISCOUNT TERMS

13a. THIS CONTRACT IS A

RATED ORDER UNDER

DPAS (15 CFR 700)

13b. RATING

14. METHOD OF SOLICITATION

RFQ

IFB

RFP

15. DELIVER TO

CODE

16. ADMINISTERED BY

CODE

17a. CONTRACTOR/OFFEROR

CODE

FACILITY CODE

18a. PAYMENT WILL BE MADE BY

CODE

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.

20.

21.

22.

23.

24.

ITEM NO.

SCHEDULE OF SUPPLIES/SERVICES

QUANTITY

UNIT

UNIT PRICE

AMOUNT

(Use Reverse and/or Attach Additional Sheets as Necessary)

25. ACCOUNTING AND APPROPRIATION DATA

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

29. AWARD OF CONTRACT: REF. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ OFFER

COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND

DATED \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. YOUR OFFER ON SOLICITATION

DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY

(BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE

ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED

SET FORTH HEREIN IS ACCEPTED AS TO ITEMS:

30a. SIGNATURE OF OFFEROR/CONTRACTOR

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

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

30c. DATE SIGNED

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

31c. DATE SIGNED

AUTHORIZED FOR LOCAL REPRODUCTION

(REV. 2/2012)

PREVIOUS EDITION IS NOT USABLE

Prescribed by GSA - FAR (48 CFR) 53.212

7. FOR SOLICITATION

INFORMATION CALL:

STANDARD FORM 1449

**OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30**

**SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS**

658-16-1-039-0027

VA246-16-Q-0102

02-11-2016

Antonio Ross

757-728-7217

02-19-2016

12:00PM

Department of Veterans Affairs

Network Contracting Office 6

100 Emancipation Drive

Hampton VA 23667

X

100

X

621511

$32.5 Million

NET 30 DAYS

N/A

X

Department of Veterans Affairs

Network Contracting Office 6

100 Emancipation Drive

Hampton VA 23667

Department of Veterans Affairs

Network Contracting Office 6

100 Emancipation Drive

Hampton VA 23667

Department of Veterans Affairs

Financial Services Center

PO BOX 149971

Austin TX 78714-9971

X

See CONTINUATION Page

Pathology Testing on Renal Biopsies for the VAMC in

Salem, VA.

Refer to Schedule of Services in Section B.

Please submit all questions by the date and time shown in

section E of this document.

658-3660160-039-822300-2632 010022300

X

X

Leah Trossen

Contracting Officer

Table of Contents

[SECTION A 1](#_Toc442961358)

[A.1 SF 1449 SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS 1](#_Toc442961359)

[SECTION B - CONTINUATION OF SF 1449 BLOCKS 3](#_Toc442961360)

[B.1 SUBCONTRACTING COMMITMENTS--MONITORING AND COMPLIANCE (JUN 2011) 3](#_Toc442961361)

[B.2 SCHEDULE OF SERVICES 3](#_Toc442961362)

[B.2 PERFORMANCE WORK STATEMENT (PWS) 6](#_Toc442961363)

[SECTION C - CONTRACT CLAUSES 13](#_Toc442961364)

[C.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998) 13](#_Toc442961365)

[C.2 52.203-99 PROHIBITION ON CONTRACTING WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS (DEVIATION) (FEB 2015) 13](#_Toc442961366)

[C.3 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999) 14](#_Toc442961367)

[C.4 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000) 14](#_Toc442961368)

[C.5 VAAR 852.237-70 CONTRACTOR RESPONSIBILITIES (APR 1984) 14](#_Toc442961369)

[C.6 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS—COMMERCIAL ITEMS (NOV 2015) 15](#_Toc442961370)

[SECTION D - CONTRACT DOCUMENTS, EXHIBITS, OR ATTACHMENTS 22](#_Toc442961371)

[D.1 QUALITY ASSURANCE SURVEILLANCE PLAN 22](#_Toc442961372)

[SECTION E - SOLICITATION PROVISIONS 28](#_Toc442961373)

[E.1 INSTRUCTIONS TO OFFERORS 28](#_Toc442961374)

[E.2 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998) 30](#_Toc442961375)

[E.3 52.203-98 PROHIBITION ON CONTRACTING WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS—REPRESENTATION (DEVIATION) (FEB 2015) 31](#_Toc442961376)

[E.4 52.209-5 REPRESENTATION BY CORPORATIONS REGARDING AN UNPAID TAX LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW (DEVIATION)(MAR 2012) 32](#_Toc442961377)

[E.5 52.216-1 TYPE OF CONTRACT (APR 1984) 32](#_Toc442961378)

[E.6 52.233-2 SERVICE OF PROTEST (SEP 2006) 32](#_Toc442961379)

[E.7 VAAR 852.215-70 SERVICE-DISABLED VETERAN-OWNED AND VETERAN-OWNED SMALL BUSINESS EVALUATION FACTORS (DEC 2009) 33](#_Toc442961380)

[E.8 VAAR 852.233-70 PROTEST CONTENT/ALTERNATIVE DISPUTE RESOLUTION (JAN 2008) 33](#_Toc442961381)

[E.9 VAAR 852.233-71 ALTERNATE PROTEST PROCEDURE (JAN 1998) 34](#_Toc442961382)

# SECTION B - CONTINUATION OF SF 1449 BLOCKS

## B.1 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.

## B.2 SCHEDULE OF SERVICES

The contractor shall provide all labor, materials, travel, and shipping supplies required for native and transplant renal biopsies for adults with personalized service within a 24-hour turnaround from date of receipt for light microscopy (LM), immunofluorescence (IF) and electron microscopy (EM) testing protocols. Services shall be provided for one year with four (4) optional renewal options periods that can be exercised by the Government.

|  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **BASE YEAR : March 1, 2016 – February 28, 2017** | | | | | | | | |
| **CLIN** | | **Service** | | **QTY** | | **Unit** | **Unit Cost** | **Total Cost** |
| 0001 | | Contractor shall provide all labor, materials, travel, and shipping supplies required for native and transplant renal biopsies for adults with personalized service within a 24-hour turnaround from date of receipt for light microscopy (LM), immunofluorescence (IF) and electron microscopy (EM) testing protocols. Two (2) tests per month. | | 12 | | Months |  |  |
| **Base Year Total Cost: $** | | | | | | | | |
| **OPTION YEAR 1: March 1, 2017 – February 28, 2018** | | | | | | | | |
| **CLIN** | **Service** | | **QTY** | | **Unit** | | **Unit Cost** | **Total Cost** |
| 1001 | Contractor shall provide all labor, materials, travel, and shipping supplies required for native and transplant renal biopsies for adults with personalized service within a 24-hour turnaround from date of receipt for light microscopy (LM), immunofluorescence (IF) and electron microscopy (EM) testing protocols. Two (2) tests per month. | | 12 | | Months | |  |  |
| **Option Year Total Cost: $** | | | | | | | | |
| **OPTION YEAR 2: March 1, 2018 – February 28, 2019** | | | | | | | | |
| **CLIN** | **Service** | | **QTY** | | **Unit** | | **Unit Cost** | **Total Cost** |
| 2001 | Contractor shall provide all labor, materials, travel, and shipping supplies required for native and transplant renal biopsies for adults with personalized service within a 24-hour turnaround from date of receipt for light microscopy (LM), immunofluorescence (IF) and electron microscopy (EM) testing protocols. Two (2) tests per month. | | 12 | | EA | |  |  |
| **Option Year Total Cost: $** | | | | | | | | |
| **OPTION YEAR 3: March 1, 2019 – February 28, 2020** | | | | | | | | |
| **CLIN** | **Service** | | **QTY** | | **Unit** | | **Unit Cost** | **Total Cost** |
| 3001 | Contractor shall provide all labor, materials, travel, and shipping supplies required for native and transplant renal biopsies for adults with personalized service within a 24-hour turnaround from date of receipt for light microscopy (LM), immunofluorescence (IF) and electron microscopy (EM) testing protocols. Two (2) tests per month. | | 12 | | Months | |  |  |
| **Option Year Total Cost: $** | | | | | | | | |
| **OPTION YEAR 4: March 1, 2020 – February 28, 2021** | | | | | | | | |
| **CLIN** | **Service** | | **QTY** | | **Unit** | | **Unit Cost** | **Total Cost** |
| 4001 | Contractor shall provide all labor, materials, travel, and shipping supplies required for native and transplant renal biopsies for adults with personalized service within a 24-hour turnaround from date of receipt for light microscopy (LM), immunofluorescence (IF) and electron microscopy (EM) testing protocols. Two (2) tests per month. | | 12 | | Months | |  |  |
| **Option Year Total Cost: $** | | | | | | | | |

\*\***Total Contract Cost (Base + Option Years) $ \_\_\_\_\_\_\_\_\_\_\_\_\_**

\*\*NOTE IF THE GOVERNMENT DECIDES TO EXERCISE FAR 52.217-8 OPTION TO EXTEND SERVICES IS EXERCISED. IT WILL BE EVALUATED AND PRICED AT THE SAME RATE AS OPTION YEAR 4 FOR UP TO 6 MONTHS.

## B.2 PERFORMANCE WORK STATEMENT (PWS)

**1.0 INTRODUCTION**

1.1 BACKGROUND

1. The Salem VA Medical Center is requesting to partner with a renal pathology laboratory that can supplement renal biopsy diagnostic services for the urgent and critical treatment of our veterans with renal diseases and/or impairment.

1.2 SCOPE OF WORK:

1. The Salem VA Medical Center’s Pathology and Laboratory Medicine Service requires a twenty-four (24) hour turnaround diagnostic service to be provided for renal biopsies. The contractor shall provide all labor, materials, travel, and shipping supplies required for the renal biopsy pathology services. The Salem VA Medical Center is located at: Veteran Affairs Medical Center (VAMC), 1970 Roanoke Boulevard Salem, Virginia 24153

1.3 PERFORMANCE PERIOD:

a) The period of performance (POP) shall be for one base year with four additional optional years as follows:

Base Year: 01 March 2016 – 28 February 2017

Option Year 1: 01 March 2016 – 28 February 2018

Option Year 2: 01 March 2016 – 28 February 2019

Option Year 3: 01 March 2016 – 28 February 2020

Option Year 4: 01 March 2016 – 28 February 2021

1.4 TYPE OF CONTRACT:

a) A firm-fixed price.

**2.0 PERFORMANCE REQUIREMENTS**

2.1 GENERAL REQUIREMENTS:

1. The contractor shall provide quality service in native and transplant renal biopsies for adults with personalized service within a 24-hour turnaround from date of receipt for light microscopy (LM), immunofluorescence (IF) and electron microscopy (EM) testing protocols.
2. The contractor shall provide the Renal Biopsy Kits with packaging and pre-paid express shipping.
3. Services shall include transportation of surgical anatomic pathology samples, regardless of the number of specimens picked up from the Salem VAMC, to the Contractor’s laboratory.
4. The contractor shall provide emergency services to include night, weekends, and holiday when requested.
5. The contractor shall provide the following routine staining protocols:

* Light Microscopy (multiple sections of Hematoxylin and Eosin (H&E), **Periodic acid-Schiff (**PAS), and Trichrome & Jones;
* Immunofluorescence (IF) –Immunoglobulin G (IgG) Antibody, Immunoglobulin A (IgA) Antibody, Immunoglobulin M (IgM) Antibody, Compliment Component 1q (C1q), Compliment Component 3 (C3), albumin, fibrinogen, kappa, lambda and Compliment Component 4d (C4d)(transplant);
* Electron microscopy (EM)

1. The contractor shall provide 24-hour turnaround time once the specimen is received for Light Microscopy (LM), Immunofluorescence (IF), and Electron Microscopy (EM).
2. The contractor shall provide personalized service to include nephropathologist calls the clinician to discuss the biopsy findings within 24 hours.
3. The contractor shall include images in their report that can be accessed via phone, fax, and online.
4. The contractor shall be available for renal biopsy conferences at the request of the Salem VAMC.
5. The contractor shall provide telephone notification of specimens cancelled/rejected due to unacceptability, i.e. loss of specimen, specimen container identification, etc.
6. The test patient report/final copy shall be received either by hard copy or fax/electronic report transmission for all renal biopsy laboratory specimens.
7. The contractor shall supply accurate data for annual contract renewal and timeliness of monthly/quarterly billing reconciliation.

**2.2 Records Management:**

1. Citations to pertinent laws, codes and regulations such as 44 U.S.C chapters 21, 29, 31 and 33; Freedom of Information Act (5 U.S.C. 552); Privacy Act (5 U.S.C. 552a); 36 CFR Part 1222 and Part 1228.
2. The contractor shall treat all deliverables under the contract as the property of the U.S. Government for which the Government Agency shall have unlimited rights to use, dispose of, or disclose such data contained therein as it determines to be in the public interest.
3. The contractor shall not create or maintain any records that are not specifically tied to or authorized by the contract using Government IT equipment and/or Government records.
4. The contractor shall not retain, use, sell, or disseminate copies of any deliverable that contains information covered by the Privacy Act of 1974 or that which is generally protected by the Freedom of Information Act.
5. The contractor shall not create or maintain any records containing any Government Agency records that are not specifically tied to or authorized by the contract.
6. The Government Agency owns the rights to all data/records produced as part of this contract.
7. The Government Agency owns the rights to all electronic information (electronic data, electronic information systems, electronic databases, etc.) and all supporting documentation created as part of this contract. The contractor must deliver sufficient technical documentation with all data deliverables to permit the agency to use the data.
8. The contractor agrees to comply with Federal and Agency records management policies, including those policies associated with the safeguarding of records covered by the Privacy Act of 1974. These policies include the preservation of all records created or received regardless of format [paper, electronic, etc.] or mode of transmission [e-mail, fax, etc.] or state of completion [draft, final, etc.].
9. No disposition of documents will be allowed without the prior written consent of the Contracting Officer. The Agency and its contractors are responsible for preventing the alienation or unauthorized destruction of records, including all forms of mutilation. Willful and unlawful destruction, damage or alienation of Federal records is subject to the fines and penalties imposed by 18 U.S.C. 2701. Records may not be removed from the legal custody of the Agency or destroyed without regard to the provisions of the agency records schedules.
10. The contractor is required to obtain the Contracting Officer's approval prior to engaging in any contractual relationship (sub-contractor) in support of this contract requiring the disclosure of information, documentary material and/or records generated under, or relating to, this contract. The contractor (and any sub-contractor) is required to abide by Government and Agency guidance for protecting sensitive and proprietary information.
11. If any contractor/sub-contractor retained to do work for VA under this Contract requires access, use, etc., of VA SPI as aforesaid, and if an actionable data breach occurs because of the contractor/subcontractor’s acts, omissions, or negligence in following the VA-directed security controls, enhancements, compensating controls, protocols, and/or  measures, including, but not limited to the sources above, the contractor/subcontractor is further subject to the statutory requirement to assess liquidated damages against contractors and/or subcontractors under 38 U.S.C. §5725 in the event of a breach of Sensitive Personal Information (SPI)/Personally Identifiable Information (PII).  Said liquidated damages shall be assessed at $37.50 per affected Veteran or beneficiary.  A breach in this context includes the unauthorized acquisition, access, use, or disclosure of VA SPI which compromises not only the information’s security or privacy but that of the Veteran or beneficiary as well as the potential exposure or wrongful disclosure of such information as a result of a failure to follow proper data security controls and protocols. The preceding shall only apply if any contractor/subcontractor retained must access, use, store, modify, or transmit VA-owned SPI in the course of providing services, etc. to VA under this Contract.

2.3 LICENSURES:

1. Only fully licensed/accredited laboratories actively engaged in providing the specific services and laboratory testing outlined in this document will be considered. The Reference Laboratory must be licensed, accredited, and inspected by the Laboratory Accreditation Program (LAP) of an accrediting agency (i.e. COLA LC, CAP) with deemed status from the Center for Medicare and Medicaid Services (CMS), the Nuclear Regulatory Commission, Center for Disease Control, Medicare and/or other state regulatory agencies as mandated by federal and state statutes. In addition, the Laboratory must be certified as meeting the requirements of the Clinical Laboratory Improvement Act of 1988 and comply with the National Standards to Protect the Privacy of Personal Health Information (HIPPA).
2. Copies of all relevant permits/licenses and certification inclusive of any sanctions current or pending throughout the United States of America must be supplied in response to this solicitation. In addition, as these documents are reissued, reworded, or renewed the awarded Contractor must supply a copy to the Salem VAMC facility.
3. **SPECIAL REQUIREMENTS**
   1. QASP
4. The Government intends to utilize a Quality Assurance Surveillance Plan (QASP) to monitor the quality of the contractor’s performance. The oversight provided for in the order and in the QASP will help to ensure that service levels reach and maintain the required levels throughout the contract term. Further, the QASP provides the COR with a proactive way to avoid unacceptable or deficient performance, and provides verifiable input for the required Past Performance Information Assessments. The QASP will be finalized immediately following award and a copy provided to the Contractor after award. The QASP is a living document and may be updated by the Government as necessary.

* 1. SECURITY INFORMATION:

1. **GENERAL:** The contractor, their personnel, and their subcontractors shall be subject to the Federal laws, regulations, standards, and VA Directives and Handbooks regarding information and information system security as delineated in this contract.
2. **ACCESSS TO VA INFORMATION AND VA INFORMATION SYSTEMS:**
   1. A contractor/subcontractor shall request logical (technical) or physical access to VA information and VA information systems for their employees, subcontractors, and affiliates only to the extent necessary to perform the services specified in the contract, agreement, or task order.
   2. All contractors, subcontractors, and third-party servicers and associates working with VA information are subject to the same investigative requirements as those of VA appointees or employees who have access to the same types of information. The level and process of background security investigations for contractors must be in accordance with VA Directive and Handbook 0710, Personnel Suitability and Security Program. The Office for Operations, Security, and Preparedness is responsible for these policies and procedures.
   3. Contract personnel who require access to national security programs must have a valid security clearance. National Industrial Security Program (NISP) was established by Executive Order 12829 to ensure that cleared U.S. defense industry contract personnel safeguard the classified information in their possession while performing work on contracts, programs, bids, or research and development efforts. The Department of Veterans Affairs does not have a Memorandum of Agreement with Defense Security Service (DSS). Verification of a Security Clearance must be processed through the Special Security Officer located in the Planning and National Security Service within the Office of Operations, Security, and Preparedness.
   4. Custom software development and outsourced operations must be located in the U.S. to the maximum extent practical. If such services are proposed to be performed abroad and are not disallowed by other VA policy or mandates, the contractor/subcontractor must state where all non-U.S. services are provided and detail a security plan, deemed to be acceptable by VA, specifically to address mitigation of the resulting problems of communication, control, data protection, and so forth. Location within the U.S. may be an evaluation factor.
   5. The contractor or subcontractor must notify the Contracting Officer immediately when an employee working on a VA system or with access to VA information is reassigned or leaves the contractor or subcontractor’s employ. The Contracting Officer must also be notified immediately by the contractor or subcontractor prior to an unfriendly termination.
3. **TRAINING:** 
   1. All contractor employees and subcontractor employees requiring access to VA information and VA information systems shall complete the following before being granted access to VA information and its systems:
      1. Sign and acknowledge (either manually or electronically) understanding of and responsibilities for compliance with the Contractor Rules of Behavior, Appendix E relating to access to VA information and information systems;
      2. Successfully complete the Privacy & Information Security Awareness and Rules of Behavior training and annually complete required security training;
      3. Successfully complete the appropriate VHA Privacy & HIPAA training and annually complete required privacy training; and
      4. Successfully complete any additional information security or privacy training, as required for VA personnel with equivalent information system access
   2. The contractor shall provide to the contracting officer and/or the COR a copy of the training certificates and certification of signing the Contractor Rules of Behavior for each applicable employee within 1 week of the initiation of the contract and annually thereafter, as required.
   3. Failure to complete the mandatory annual training and sign the Rules of Behavior annually, within the timeframe required, is grounds for suspension or termination of all physical or electronic access privileges and removal from work on the contract until such time as the training and documents are complete.
4. Any contractor and/or subcontractor retained to do work for VA under this Contract that requires the access, use, storage, modification, or transmission of VA Sensitive Personal Information (SPI) must follow and adhere to the security controls, enhancements, compensating controls, protocols, regulations, and VA directions as the Contracting Officer (CO) shall direct, including, but not limited to those derived from the Federal Information Security Management Act (FISMA), OMB Circular No. A-130 and VA Handbook (HB) 6500/6500.6.  The contractor must report any data breach according to the protocols and timeframes in HB 6500.
5. **CONTRACT ADMINSTRATION**
   1. INVOICING
6. The contractor shall submit payment requests in electronic form via VA’s Electronic Invoice Presentment and Payment System. (See Web site at http://www.fsc.va.gov/einvoice.asp.)

Invoices shall be submitted monthly, in arrears. The following information must be included on all submitted invoices. Invoices submitted without the following information may be rejected for payment.

* + Date of Invoice
  + Contract Number
  + Purchase Order Number for Correction Period of Performance
  + Contractor Name
  + Invoice Number
  + CLIN i.e. Contract Line Item and Amount being billed per line item
  + Date of Service

All contractors shall be registered as a vendor with the OB10 e-Invoicing System at time of award.

* 1. ADMINISTRATION

1. Notwithstanding the Contractor's responsibility for total management during the performance of this contract, the administration of the contract will require maximum coordination between the Government and the Contractor.
2. The Contracting Officer (CO) is the only person authorized to approve changes or modify any of the requirements of this contract. The Contractor shall communicate with the Contracting Officer on all matters pertaining to contract administration. Only the Contracting Officer is authorized to make commitments or issue changes that shall affect price, quantity, or quality of performance of this contract.
3. The COR shall be responsible for the overall technical administration of this contract as outlined in the COR Delegation of Authority.
4. In the event the Contractor 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.

POINTS OF CONTACT

Contract Specialist: Antonio Ross

Network Contracting Office (NCO) 6

100 Emancipation Drive, Building 27

Hampton, Virginia 23667

(757) 728-7217 Fax (757) 728-3132

[antonio.ross@va.gov](mailto:antonio.ross@va.gov)

Contracting Officer: Leah Trossen

Network Contracting Office (NCO) 6

100 Emancipation Drive, Building 27

Hampton, Virginia 23667

(757) 728-7252 Fax (757) 728-3132

Contracting Officer Representative: TBA

# SECTION C - CONTRACT CLAUSES

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.1 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)

|  |  |  |
| --- | --- | --- |
| **VAAR Number** | **Title** | **Date** |
| 52.203-17 | CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS | APR 2014 |
| 52.204-18 | COMMERCIAL AND GOVERNMENT ENTITY CODE MAINTENANCE | JUL 2015 |
| 52.232-40 | PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS | DEC 2013 |
| 852.203-70 | COMMERCIAL ADVERTISING | JAN 2008 |
| 852.232-72 | ELECTRONIC SUBMISSION OF PAYMENT REQUESTS | NOV 2012 |

## C.2 52.203-99 PROHIBITION ON CONTRACTING WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS (DEVIATION) (FEB 2015)

(a) The Contractor shall not require employees or contractors seeking to report fraud, waste, or abuse to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

(b) The contractor shall notify employees that the prohibitions and restrictions of any internal confidentiality agreements covered by this clause are no longer in effect.

(c) The prohibition in paragraph (a) of this clause does not contravene requirements applicable to Standard Form 312, Form 4414, or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

(d)(1) In accordance with section 743 of Division E, Title VII, of the Consolidated and Further Continuing Resolution Appropriations Act, 2015 (Pub. L. 113-235), use of funds appropriated (or otherwise made available) under that or any other Act may be prohibited, if the Government determines that the Contractor is not in compliance with the provisions of this clause.

(2) The Government may seek any available remedies in the event the contractor fails to comply with the provisions of this clause.

(End of Clause)

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

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

(End of Clause)

## C.4 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 of contract end date; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 30 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.5 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 Virginia. 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)

(End of Addendum to 52.212-4)

## C.6 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS—COMMERCIAL ITEMS (NOV 2015)

(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 (NOV 2015).

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

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

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

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

[] (2) 52.203-13, Contractor Code of Business Ethics and Conduct (OCT 2015) (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 (OCT 2015) (Pub. L. 109-282) (31 U.S.C. 6101 note).

[] (5) [Reserved]

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

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

[X] (8) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (OCT 2015) (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]

[X] (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.

[X] (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 2015) (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 2015) of 52.219-9.

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

[X] (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).

[X] (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)).

[X] (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).

[X] (27) 52.222-21, Prohibition of Segregated Facilities (APR 2015).

[X] (28) 52.222-26, Equal Opportunity (APR 2015) (E.O. 11246).

[X] (29) 52.222-35, Equal Opportunity for Veterans (OCT 2015) (38 U.S.C. 4212).

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

[X] (31) 52.222-37, Employment Reports on Veterans (OCT 2015) (38 U.S.C. 4212).

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

[X] (33)(i) 52.222-50, Combating Trafficking in Persons (MAR 2015) (22 U.S.C. chapter 78 and E.O. 13627).

[] (ii) Alternate I (MAR 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).

[X] (34) 52.222-54, Employment Eligibility Verification (OCT 2015). (E. O. 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.)

[] (35)(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.)

[] (36)(i) 52.223-13, Acquisition of EPEAT®-Registered Imaging Equipment (JUN 2014) (E.O.s 13423 and 13514).

[] (ii) Alternate I (OCT 2015) of 52.223-13.

[] (37)(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.

[] (38) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007)(42 U.S.C. 8259b).

[] (39)(i) 52.223-16, Acquisition of EPEAT®-Registered Personal Computer Products (OCT 2015) (E.O.s 13423 and 13514).

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

[X] (40) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011)

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

[] (42)(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.

[] (43) 52.225-5, Trade Agreements (NOV 2013) (19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).

[X] (44) 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).

[] (45) 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).

[] (46) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

[] (47) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

[] (48) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

[] (49) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

[] (50) 52.232-33, Payment by Electronic Funds Transfer—System for Award Management (Jul 2013) (31 U.S.C. 3332).

[X] (51) 52.232-34, Payment by Electronic Funds Transfer—Other than System for Award Management (Jul 2013) (31 U.S.C. 3332).

[] (52) 52.232-36, Payment by Third Party (MAY 2014) (31 U.S.C. 3332).

[] (53) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

[] (54)(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) 52.222-17, Nondisplacement of Qualified Workers (MAY 2014) (E.O. 13495).

[X] (2) 52.222-41, Service Contract Labor Standards (MAY 2014) (41 U.S.C. chapter 67).

[X] (3) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

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| Employee Class | Monetary Wage-Fringe Benefits |
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[X] (4) 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).

[] (5) 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).

[] (6) 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).

[] (7) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services—Requirements (MAY 2014) (41 U.S.C. chapter 67).

[X] (8) 52.222-55, Minimum Wages Under Executive Order 13658 (DEC 2014) (Executive Order 13658).

[] (9) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (MAY 2014) (42 U.S.C. 1792).

[X] (10) 52.237-11, Accepting and Dispensing of $1 Coin (SEP 2008) (31 U.S.C. 5112(p)(1)).

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

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

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

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

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

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (OCT 2015) (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 $700,000 ($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) 52.222-21, Prohibition of Segregated Facilities (APR 2015).

(v) 52.222-26, Equal Opportunity (APR 2015) (E.O. 11246).

(vi) 52.222-35, Equal Opportunity for Veterans (OCT 2015) (38 U.S.C. 4212).

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

(viii) 52.222-37, Employment Reports on Veterans (OCT 2015) (38 U.S.C. 4212).

(ix) 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.

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

(xi)(A) 52.222-50, Combating Trafficking in Persons (MAR 2015) (22 U.S.C. chapter 78 and E.O. 13627).

(B) Alternate I (MAR 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).

(xii) 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).

(xiii) 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).

(xiv) 52.222-54, Employment Eligibility Verification (OCT 2015) (E. O. 12989).

(xv) 52.222-55, Minimum Wages Under Executive Order 13658 (DEC 2014) (E.O. 13658).

(xvi) 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).

(xvii) 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.

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

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

(End of Clause)

# SECTION D - CONTRACT DOCUMENTS, EXHIBITS, OR ATTACHMENTS

## D.1 QUALITY ASSURANCE SURVEILLANCE PLAN

**The contractor shall be evaluated in accordance with the following QASP.**

**For**: Department of Veterans Affairs, Salem VAMC, Salem, Virginia

**Contract Number:** TBD

**Contract Description:** The Salem VA Medical Center’s Pathology and Laboratory Medicine Service requires a twenty-four (24) hour turnaround diagnostic service to be provided for renal biopsies. The contractor shall provide all labor, materials, travel, and shipping supplies required for the renal biopsy pathology services. The Salem VA Medical Center is located at: Veteran Affairs Medical Center (VAMC), 1970 Roanoke Boulevard Salem, Virginia 24153.

**Contractor’s name:** TBD

**1. PURPOSE**

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

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

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

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

**2. Government Roles and Responsibilities**

The following personnel shall oversee and coordinate surveillance activities.

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

Assigned CO: Leah Trossen

Department of Veterans Affairs

Network Contracting Office (NCO) 6

100 Emancipation Drive

Hampton, VA 23667

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

Assigned COR: TBD

C. Other Key Government Personnel -

**3. Contractor Representatives**

The following employees of the contractor serve as the contractor’s program manager for this contract.

a. Program Manager - \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

B. Other Contractor Personnel - \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title:

**4. Performance Standards**

Performance standards define desired services. The Government performs surveillance to determine if the contractor exceeds, meets or does not meet these standards. The Government shall use these standards to determine contractor performance and shall compare contractor performance to the Acceptable Quality Level (AQL).

| **ID** | **Indicator** | **Standard** | **Acceptable Quality Level** | **Method of Surveillance** | **Incentive/Disincentive** |
| --- | --- | --- | --- | --- | --- |
| 1 | Contractor shall meet all General Requirements in accordance with **Section 2.1** of the PWS | The Contractor shall comply with quick turnaround times and assessment protocols | 95% | CO/COR Direct Observation | Incentive:   * Favorable contractor performance evaluation. * Exercise of Option.   Disincentive:   * Unfavorable contractor performance evaluation. * Decision to not Exercise Option Year |
| 2 | Contractor shall meet all requirements under the **Records Management** in accordance with Sections **Section 2.2** of the PWS | Contractor shall maintain all records in accordance to the performance work statement | 95% | CO/COR Direct Observation | Incentive:   * Favorable contractor performance evaluation. * Exercise of Option.   Disincentive:   * Unfavorable contractor performance evaluation. * Assessment of fees. * Decision to not Exercise Option Year |
| 3 | Contractor shall meet and maintain licenses and permits in accordance with **Section 2.3** of the PWS | Contractor shall meet licensing and permit requirements during the period of performance | 100% | CO/COR Direct Observation | Incentive:   * Favorable contractor performance evaluation. * Exercise of Option.   Disincentive:   * Unfavorable contractor performance evaluation. * Decision to not Exercise Option Year |

**5. Incentives/Disincentives**

The Government shall use favorable contractor performance evaluations as incentives. The Government shall report unfavorable contractor performance as disincentives. Disincentives shall include documentation of any performance issues. If repetitive or consistent the government shall take further corrective action or begin termination procedures. Incentives/Disincentives shall be based on exceeding, meeting, or not meeting performance standards.

**6. Methods of QA Surveillance**

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

a. DIRECT OBSERVATION: Surveillance results must be able to support action taken by the COR/Contracting Officer when nonperformance or unacceptable performance occurs.

b. QUARTERLY REPORTS: reports will be generated quarterly by the contractor which the COR will use to track progress of maintenance

**7. Ratings**

Metrics and methods are designed to determine if performance exceeds, meets, or does not meet a given standard and acceptable quality level. A rating scale shall be used to determine a positive, neutral, or negative outcome. The following ratings shall be used:

Positive outcome: No more than 1 incident of not meeting the performance standard during the period of performance

Neutral outcome: No more than 3 incidents of not meeting the performance standard during the period of performance

Negative outcome: More than 5 incidents of not meeting the performance standard during the period of performance.

**8. DOCUMENTING PERFORMANCE**

a. ACCEPTABLE Performance

The Government shall document positive performance. Any report may become a part of the supporting documentation for any contractual action.

b. UNACCEPTABLE performance

When unacceptable performance occurs, the COR shall inform the Contracting Officer (CO).  This will normally be in writing unless circumstances necessitate verbal communication.  In any case the COR and the CO shall document the discussion and place it in their respective file.

When the COR determines formal written communication is required, the COR shall prepare a Contract Discrepancy Report (CDR), and present it to the CO.  The CO will in turn review and submit to the contractor's program manager for corrective action.

The contractor shall acknowledge receipt of the CDR in writing. The CDR will specify if the contractor is required to prepare a corrective action plan to document how the contractor shall correct the unacceptable performance and avoid a recurrence. The CDR will also state how long after receipt the contractor has to present this corrective action plan to the COR. The Government shall review the contractor's corrective action plan to determine acceptability.

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

**9. Frequency of Measurement**  
a. Frequency of Measurement.

During contract performance, the COR will periodically analyze whether the frequency of surveillance is appropriate for the work being performed.

b. Frequency of Performance Assessment Meetings.

The COR shall meet with the contractor as needed to assess performance and shall provide a written assessment.

**REVISIONS TO QASP:** revisions to the surveillance plan are the joint responsibility of the COR and the Contracting Officer.

**See attached document: P07 Wage Determination.**

# SECTION E - SOLICITATION PROVISIONS

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

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

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

**FAR SUBPART 13.5 TEST PROGRAM FOR CERTAIN COMMERCIAL ITEMS**

This procurement is being conducted under the Subpart 13.5 test program where simplified acquisition procedures apply and the conduct of the procurement will be in accordance with Parts 12, 13 or 15 of the FAR or some combination thereof.  Subpart 13.5 authorizes use of simplified procedures for the acquisition of supplies and services in amounts greater than the simplified acquisition threshold but not exceeding $6.5 million ($12 million for acquisitions as described in 13.500(e)), including options if the contracting officer reasonably expects, based on the nature of the supplies or services sought, and on market research, that offers will include only commercial items.

Under this test program, contracting officers may use any simplified acquisition procedure in this part, subject to any specific dollar limitation applicable to the particular procedure. The purpose of this test program is to vest contracting officers with additional procedural discretion and flexibility, so that commercial item acquisitions in this dollar range may be solicited, offered, evaluated, and awarded in a simplified manner that maximizes efficiency and economy and minimizes burden and administrative costs for both the Government and industry ([10 U.S.C. 2304(g)](http://uscode.house.gov/uscode-cgi/fastweb.exe?getdoc+uscview+t09t12+37+408++%2810%29%20%252) and 2305 and [41 U.S.C. 253(g)](http://uscode.house.gov/uscode-cgi/fastweb.exe?getdoc+uscview+t41t42+2+13++%2841%29%20%20AND%20%28%2841%29%20ADJ%20USC%29%3ACITE%20%20%20%20%20%20%20%20%20) and 253a and 253b).

## E.1 INSTRUCTIONS TO OFFERORS

**1. OFFER SUBMISSION**

Offer shall be submitted in electronic format (PDF or Microsoft Office) and shall be organized and submitted in 5 Sections.

**Section A - Offer Form (Standard Form 1449)**

Signed and dated, include the North American Industry Classification System (NAICS) code and small business size standard in Block 10. Data Universal Numbering System (DUNS) Number shall be entered in the block with the Offerors name and address.

**Section B – Schedule of Services**

Pricing shall be submitted as requested in the Schedule of Services. Total price will be evaluated by the Government. Proposed price should reflect a clear understanding of the requirements, is consistent with the various elements of the offer.

**Section C – Technical/Management Approach**

Offerors shall submit a proposal that addresses all aspects of the Performance Work Statement (PWS).

The offeror shall identify any subcontractors proposed under this solicitation. All technical elements applicable to the utilization of subcontractors must be addressed in the technical proposal and detail provided. A detailed work plan should be submitted indicating how each aspect of the Performance Work Statement is to be accomplished.

The technical proposal should be as detailed as necessary to fully explain the proposed methods and rationale; it should reflect a clear understanding of the nature of the work being undertaken. The technical proposal shall include information on how the project is to be organized, staffed, and managed to include a contingency plan for downtime.

**Section D – Offeror Representations and Certifications**

FAR 52.212-3 The Offeror shall complete only paragraph (b) of this provision if the Offeror has completed the annual representations and certification electronically via the System for Award Management (SAM) website accessed through[www.sam.gov/portal/public/SAM/](http://www.sam.gov/portal/public/SAM/).

If the Offeror has not completed the annual representations and certifications electronically, the Offeror shall complete only paragraphs (c) through (p) of this provision.

**All Offerors shall be registered in the SAM database prior to award of a contract.**

**2. AWARD BASIS**

The Government will award a firm fixed priced contract to the responsible offeror whose offer, conforming to the requirements in this request for quote, representing the best value to the government with the following factors considered: **Technical, Past Performance, and Price**.

The following factors shall be used to evaluate offers:

**a) Technical**

Offeror shall submit their technical approach for completing all requirements of the Performance Work Statement (PWS). To include but not limited to:

Capability to Perform - Offeror must demonstrate that it currently possess and employs the personnel, equipment, standards, work processes, and general resources to accomplish the requirements of the Performance Work Statement with special attention to the ability to provide analysis of data within 24hours of receipt.

**b) Past Performance**

Offeror must submit a portfolio of at least three (3) current customers to whom it provides or has provided this type of service within the last three (3) years to include references and contact information. List the following information for each contract:

* Company Name and Address
* Types of services performed
* Name, telephone number and e-mail address contact person at the company
* Dates of contract performance

Past performance information is one indicator of an offeror’s ability to perform the contract successfully. Current and relevant information, source of information, context of data, and general trends in Contractor’s performance shall be considered as it pertains to the performance of work described in this solicitation. Offerors may provide information on problems encountered on identified contracts and the offeror’s corrective action. The Government shall consider this information as well as information obtained from any other sources when evaluating the offeror’s past performance.

Since the Government may not necessarily interview all of the sources provided by the offerors, it is incumbent upon the offeror to explain the relevance of the data provided. Offerors are reminded that the Government may elect to consider data obtained from other sources.

Offerors with no relevant past performance or whom information is not available, shall not be evaluated favorably or unfavorably on past performance, but may be considered less favorably than an offeror with favorable performance history.

**c) Price**

Total price will be evaluated by the Government. In evaluating the offeror’s proposed price for this project, the government concern includes determining price reasonableness.

The Government will evaluate proposed prices to determine whether prices are realistic for the work to be performed, reflect a clear understanding of the requirements, and are consistent with the various elements of the offer.

Unrealistically low or high proposed prices, initially or subsequently, may be grounds for elimination from competition either on the basis that the offeror does not understand the requirement or the offeror has provided an unrealistic offer.

**4. TECHNICAL QUESTIONS**

Offerors should submit all technical questions regarding this solicitation to the Contracting Officer in writing via email on or before 12:00 PM EST, Wednesday, February 16, 2016. No questions will be accepted after that date.

Questions shall be sent via e-mail to[antonio.ross@va.gov](mailto:antonio.ross@va.gov)

Subject Line: Salem VAMC Integrated Pest Control Technical Question

**Telephonic (verbal) questions Will Not be addressed.** All responses to questions, which may affect offers, will be incorporated via a solicitation amendment to the Request for Quote.

**5. DUE DATES**

All offers shall be submitted by 12:00 PM EST Tuesday, February 19, 2016. via email to Antonio Ross at [antonio.ross@va.gov](mailto:anthony.long@va.gov)

Facsimile submission is not authorized under this announcement.

## E.2 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)

|  |  |  |
| --- | --- | --- |
| **FAR Number** | **Title** | **Date** |
| 52.204-7 | SYSTEM FOR AWARD MANAGEMENT | JUL 2013 |
| 52.204-16 | COMMERCIAL AND GOVERNMENT ENTITY CODE REPORTING | JUL 2015 |
| 52.204-17 | OWNERSHIP OR CONTROL OF OFFEROR | NOV 2014 |
| 52.212-3 | OFFEROR REPRESENTATIONS AND CERTIFICATIONS—COMMERCIAL ITEMS | NOV 2015 |
| 52.225-25 | PROHIBITION ON CONTRACTING WITH ENTITIES ENGAGING IN CERTAIN ACTIVITIES OR TRANSACTIONS RELATING TO IRAN—REPRESENTATION AND CERTIFICATIONS | OCT 2015 |

## E.3 52.203-98 PROHIBITION ON CONTRACTING WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS—REPRESENTATION (DEVIATION) (FEB 2015)

(a) In accordance with section 743 of Division E, Title VII, of the Consolidated and Further Continuing Resolution Appropriations Act, 2015 (Pub. L. 113-235), Government agencies are not permitted to use funds appropriated (or otherwise made available) under that or any other Act for contracts with an entity that requires employees or subcontractors of such entity seeking to report fraud, waste, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or contactors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

(b) The prohibition in paragraph (a) of this provision does not contravene requirements applicable to Standard Form 312, Form 4414, or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

(c) *Representation*. By submission of its offer, the Offeror represents that it does not require employees or subcontractors of such entity seeking to report fraud, waste, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

(End of Provision)

## E.4 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.5 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.6 52.233-2 SERVICE OF PROTEST (SEP 2006)

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

Leah Trossen

Contracting Officer

Hand-Carried Address:

Department of Veterans Affairs

Contracting Office

Network Contracting Office 6

100 Emancipation Drive

Hampton VA 23667

Mailing Address:

Department of Veterans Affairs

Contracting Office

Network Contracting Office 6

100 Emancipation Drive

Hampton VA 23667

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

(End of Provision)

## E.7 VAAR 852.215-70 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.8 VAAR 852.233-70 PROTEST CONTENT/ALTERNATIVE DISPUTE RESOLUTION (JAN 2008)

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

(1) Include the name, address, fax number, and telephone number of the protester;

(2) Identify the solicitation and/or contract number;

(3) Include an original signed by the protester or the protester's representative and at least one copy;

(4) Set forth a detailed statement of the legal and factual grounds of the protest, including a description of resulting prejudice to the protester, and provide copies of relevant documents;

(5) Specifically request a ruling of the individual upon whom the protest is served;

(6) State the form of relief requested; and

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

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

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

(End of Provision)

## E.9 VAAR 852.233-71 ALTERNATE PROTEST PROCEDURE (JAN 1998)

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

(End of Provision)

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

(End of Addendum to 52.212-1)