

COMBINED SYNOPSIS/SOLICITATION VA248-16-Q-0138

General Information

Action Code:	Combined Synopsis Solicitation
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RFQ Number:	VA248-16-Q-0138
Posted Date:	February 12, 2016
Response Date:	February 26, 2016
Classification Code:	Q525
Set Aside:	Small Business
NAICS Code:	621498

Contracting Office Address

NCO 8
ATTN: Matthew Lucas
10000 Bay Pines Blvd, Bldg 2 RM 316
Bay Pines, FL 33744

Description

This is a combined synopsis/solicitation for commercial items prepared in accordance with the format in FAR Subpart 12.6 in conjunction with Part 13, as supplemented with additional information included in this notice. This announcement constitutes the only solicitation for this action. Quotes are being requested, and a written solicitation will not be issued.

This solicitation is issued as a Request for Quote (RFQ). Submit written quotes on RFQ VA248-15-Q-0138. The solicitation document and incorporated provisions and clauses are those in effect through Federal Acquisition Circular (FAC) 2005-85-1 effective January 4, 2016. This request for quote is issued February 12, 2016 and will end on February 26, 2016 at 4:00 PM EST and is set aside for 100% Small Business.

The Network Contracting Office 8-SAO East intends to award a firm fixed priced requirements contract providing all personnel, labor, equipment, parts, tools, supplies, management, transportation and other items necessary to provide ESWL service at the C.W. Bill Young VAMC and the Lee County Healthcare Center in accordance with (IAW) the PWS referenced below.

This procurement is being conducted under Subpart 13.5 test program and simplified acquisition procedures apply. The intent is to award a five year requirements contract consisting of one base year with the potential of four optional years.

The North American Industrial Classification System (NAICS) code for this procurement is 621498 with a small business size standard of \$20.5 Million. This procurement is a Small Business set aside and all eligible offerors are encouraged to submit quotes. All offerors must be registered in System for Award

Management (SAM) at <http://www.sam.gov> to be considered for an award of a federal contract registered in the record must be complete and not missing elements such as representations and certifications.

Contractors interested in providing these services should submit their quotes via email to John.Hamilton2@va.gov. Questions concerning this solicitation shall be addressed to John Hamilton, Contract Specialist, and emailed to John.Hamilton2@va.gov. All questions or inquiries must be submitted no later than 4:00 PM Eastern Standard Time on 23 February 2016. No phone calls will be accepted. Email all questions to the Contract Specialist's email address referenced above.

The Government will award a contract resulting from this RFQ to a responsible offeror. Offers will be evaluated on the basis of their technical capability, past performance, and SDVOSB or VOSB participation, and price. Quotes are due by 4:00 PM Eastern Standard Time on 26 February 2016. Quotes received after this date and time will be considered late in accordance with 52.212-1(f) and will not be evaluated. Quotes shall be submitted via email to John.Hamilton2@va.gov.

The following Contract Line Items (CLINS) identified in **Attachment B** are applicable to this requirement. For detailed service description please review the Performance Work Statement.

B. Schedule of Services

Contractors shall quote prices for all of the following Contract Line Item Numbers:

PRICING SCHEDULE

Offerors Must Complete Attachment B, Pricing Schedule.

C. Performance Work Statement

DESCRIPTION OF SERVICES: LITHOTRIPSY SERVICES

1. SCOPE AND OBJECTIVES:

- a. The Contractor shall provide Extracorporeal Shock Wave Lithotripsy (ESWL) services to the C.W. Bill Young VA Medical Center located at 10000 Bay Pines Blvd, Bay Pines, FL 33744 and the Lee County Healthcare Center located at 2489 Diplomat Parkway E, Cape Coral, FL 33909. Performance shall be according to the requirements contained in this Performance Work Statement (PWS).
- b. ESWL services shall be provided at C.W. Bill Young VA Medical Center and Lee County Healthcare Center on a per procedure basis. Scheduled coverage will be communicated to the vendor with not less than two (2) weeks' notice, when possible. In emergency cases, not less than three (3) hours' notice will be given.

- c. The requirement includes providing a transportable ESWL system (inclusive of Shock Wave Lithotripsy Unit, Treatment Table, X-Ray C-Arm, ESWL Workstation and Display Monitors, Licensed Radiological Technologists for Diagnostic Radiographic/X-Ray; Any and all ESWL Equipment/Materials Necessary for Procedures).
 - d. A State Licensed radiologic technologist(s) who are licensed in diagnostic radiography/X-ray is required.
 - e. Evidence of completion of required certification, required training, current competencies and background investigations must be validated for all Contractor personnel referred to perform services under the Contract prior to providing direct patient care. Performance of these services will not start until all of the requirements are met by the contractor established in this PWS. The Contracting Officer will advise to begin performance.
 - f. The resulting Contract is a non-personal health care services contract under which the Contractor is an independent contractor. The Parties agree that the Contractor, Contract staff, agents and sub-contractors shall not be considered VA employees for any purpose.
2. **AUTHORITY:** Under the authority of Public Law 104-262 and 38 United States Code (U.S.C.) 8153, the contractor agrees to provide Health Care Resources in accordance with the terms and conditions stated herein, to furnish to and at the Department of Veterans Affairs Medical Center, the services and prices specified in Section B, see Price/Cost Schedule of the Contract.
3. **PERIOD OF PERFORMANCE:** The Period of Performance (POP) of this contract is for one (1) year with four (4) option years.
4. **DESCRIPTION OF SERVICES:**

Extracorporeal shock wave lithotripsy (ESWL) is a common, non-invasive treatment for kidney stones. Kidney stones are solid pieces of material that form from dietary elements found in urine. Larger kidney stones may cause painful ureteral obstruction for patients as they move through the ureter. A kidney stone that manages to become lodged in a patient's ureter may prevent drainage of urine from the kidney that causes swelling (hydronephrosis) that could lead to kidney damage.

ESWL is the most common type of lithotripsy. ESWL utilizes focused, high intensity acoustic pulses to treat kidney stones. These acoustic pulses break kidney stones into small enough pieces so that patients may pass them without discomfort. The duration of an average procedure is approximately one hour. Procedures with ESWL do involve patients receiving anesthesia. Patients are generally able to return home the same day as their procedure.

5. Specific Tasks

5.1. Required Equipment and Technical Specifications

5.1.1. Lithotripter and Treatment Table Requirements

The contractor must provide a transportable lithotripter with treatment table for each ESWL procedure. The lithotripter provided by the contractor must be able to achieve a minimum penetration depth of 165mm in order to meet the needs of the C.W. Bill Young VAMC. The lithotripsy treatment table must have a minimum weight limit of 460 lbs. The treatment table must be able to move efficiently in three dimensions (x, y, z coordinate directions) and must also be able to easily accommodate a Trendelenburg position/ reverse Trendelenburg /inclination. Shock Wave Lithotripsy shockhead must be able to rotate to the anterior approach for lower ureteral/renal calculi (so as not to turn the patient in the prone position).

5.1.1.1 X-Ray C-Arm Fluoroscopy Unit Requirements

The contractor must be able to consistently provide a transportable X-ray C-arm fluoroscopy unit for each ESWL procedure. The fluoroscopy unit generator must be able to provide a minimum power of 15kW. In order to provide a proper degree of both radiographic contrast and density, the contractor provided X-ray fluoroscopy unit must be able to provide a peak kilovoltage (minimum requirement) of 120KVp and provide a kVp range of 40kVp to 120kVp. The contractor provided fluoroscopy unit must be able to provide an electric current range of 0.2mA to 10mA during normal fluoroscopy function. The contractor's fluoroscopy shall be capable of continuous high level fluoroscopy at a current magnitude of up to 10mA.

The contractor must provide the C.W. Bill Young VAMC Operating Room (OR) (specifically the Contracting Officer's Representative (COR) and/or OR Point of Contact (POC)) with the cleaning/disinfecting requirements for all ESWL equipment. The cleaning/disinfecting requirements must specify which chemical solutions may be used to clean/disinfect each unique piece of ESWL equipment (including lithotripsy unit, treatment table, workstation/monitors, and X-ray C-arm).

5.1.1.2 Video Imaging System and Computer Workstation Requirements

The contractor must provide a transportable workstation that enables operating room personnel to easily use the ESWL system. The workstation shall have monitors with a high resolution of 1280x1024 (or contractor must prove their monitors have a superior resolution) and the monitors shall be able to be viewed by users on all sides of the workstation.

5.1.2 Procedure Scheduling, Contractor Deliverables, and Licensing Radiologic Technologist Requirements and Protocols

5.1.2.1 Procedure Scheduling Requirements Protocol

The contractor shall coordinate a service schedule with the COR or the OR POC, at the C.W. Bill Young VAMC. The OR POC will notify the contractor a minimum of two (2) weeks prior to any scheduled surgical case. In case of an emergency, the COR or the OR POC will inform the contractor a minimum of three (3) hours prior to a scheduled surgical case; such emergencies may include cancellations, rescheduled procedures, or necessary scheduling of emergency procedures. Multiple surgical cases may be scheduled in one day and in different operating rooms. There may also be days in which only one (1) surgical case may be scheduled for the day. The C.W. Bill Young VAMC and/or Lee County Healthcare Center currently anticipates that ESWL services will be needed approximately three (3) to six (6) days for a total of approximately 12 ESWL procedures a month.

The contractor coordinates with the OR POC upon arrival at the C.W. Bill Young VAMC and/or Lee County Healthcare facilities. The COR and OR POC will be the only individual authorized to coordinate and schedule services. No other individual shall be authorized to coordinate schedule from the contractor. The COR and OR POC shall maintain a record keeping system that will record all surgical services provided by the contractor's employees. The C.W. Bill Young VAMC will provide the contractor with the name, title, and telephone number of the COR at the time of contract award. The COR will then provide the name and contact information of the OR POC at both medical facilities.

5.1.2.2 Radiologic Technologist Requirements and Related Protocol

The contractor must provide a State licensed radiologic technologist(licensed in diagnostic radiography/X-ray) for each ESWL procedure. On the day of the procedure, the licensed radiologic technician shall transport the ESWL equipment to the operating room and shall provide ongoing technical support for its usage until all scheduled ESWL cases for the day are completed. The contractor's licensed radiologic technologist shall be expected to arrive with all necessary ESWL a minimum of one (1) hour before procedures are scheduled to commence. On the day of scheduled services, the contractor must provide all necessary ESWL equipment (including lithotripsy unit, treatment table, workstation/monitors, and X-ray C-arm) for use during the entire day. The contractor shall not be required, except in cases of emergency, to furnish services during off-duty hours as described below.

5.1.3 Equipment Maintenance and Radiation Safety Compliance

5.1.3.1 Preventative Maintenance and Radiation Safety Compliance

The contractor shall maintain all the ESWL equipment (including lithotripsy unit, treatment table, workstation/monitors, and X-ray C-arm) in safe, clean and operational condition at all times. The contractor is responsible to ensure that all components of the ESWL system (including lithotripsy unit, treatment table, workstation/monitors, and X-ray C-arm) will operate at optimum performance

to provide the best possible treatment to the patients and minimize downtime. The Biomedical Engineering Department (Biomed) will be contacted by the Licensed Radiologic Technologist immediately upon arrival to the C.W. Bill Young VA Medical Center and/or Lee County Healthcare Center to check in the equipment. Current radiation compliance testing and calibration documentation must be presented to the Biomed Department for each individual fluoroscopy/radiographic unit brought to the C.W. Bill Young VA Medical Center and/or Lee County Healthcare Center OR at this check-in, before procedures commence. Up to date preventive maintenance and corrective maintenance records for the ESWL equipment must also be made available to the C.W. Bill Young VA Medical Center and/or Lee County Healthcare Center Biomed Department the day of any procedure(s) prior to procedure start times.

5.1.3.2 Radiation Safety and Compliance

The contractor is required to maintain a written record of procedure/study summaries for each procedure/study conducted with the ESWL equipment at the C.W. Bill Young VAMC and/or Lee County Healthcare Center. The written records for each procedure/study must display air kerma and dose area product values. All written records for procedures/studies must permanently reside at the C.W. Bill Young VAMC with the assigned COR.

6. POLICY AND REGULATIONS:

- a. Contractor should thoroughly review and understand the specifications and become familiar with the areas of coverage in order to become fully aware of the scope of requirements. Failure to understand the contract requirements shall not relieve the Contractor from performing in accordance with the meaning and intent of the specifications. Costs not incorporated into the Contractor's price will NOT be reimbursed by the Government.
- b. Prior to providing services, the contractor will have employees comply with all mandatory education requirements stipulated by the Department of Veterans Affairs. New providers must complete 'New Provider Orientation'. Annual education will include, but is not limited to, VHA Privacy Policy, VHA Information Security Training (Cyber Security), and Ethics Training. All providers must have current Basic Life Support (BLS) certification.
- c. The services provided by the contractor shall be performed within the VA policies and procedures, including but not limited to: informed consent, conscious sedation, utilization review, infection control and the use of barrier protection; and the regulations of the Medical Staff Bylaws and the Resident Supervision Handbook of the VA Medical Center, and OSHA requirements.

7. RELEVANT DIRECTIVES/PUBLICATIONS: The Contractor is required to meet Veterans Health Administration (VHA) performance and quality criteria and medical standards including, but not limited to, customer satisfaction, prevention index, chronic disease index and clinical guidelines. Performance and quality standards may change during the course of the contract. New or

revised quality/performance criteria or standards will be provided to the Contractor before implementation date. Compliance with mandated performance is required as a condition of this contract. Contractor shall comply with all relevant Veterans Affairs (VA) policies and procedures, including those related to quality, patient safety and performance, including all policies referenced throughout the Contract and the following:

a. Medical Staff Bylaws, attached

- i. The care provided by the Contractor should be patient centered, continuous, accessible, coordinated, and consistent with VA standards, including the thirteen service standards detailed in [VHA \(Veterans Health Administration\) Directive 2006-041](#), "Veterans Health Care Service Standards," dated 27 June 2006 (or subsequent revisions thereto). (2006-041 expired on June 30, 2011 but will still be effective until a revision or rescission is published and/or subsequent revisions thereto).

http://www.va.gov/vhapublications/ViewPublication.asp?pub_ID=1443
- ii. 42 CFR Part 482 Conditions of Participation

<http://ecfr.gpoaccess.gov/cgi/t/text/text-idx?c=ecfr;sid=aceca18b9fbe0110ffa37c08075c2b0e;rgn=div5;view=text;node=42%3A5.0.1.1.1;idno=42;cc=ecfr>
- iii. VA Directive 1663: Health Care Resources Contracting - Buying

http://www1.va.gov/vapubs/viewPublication.asp?Pub_ID=347
- iv. VHA Record Control Schedule 10-1

<http://www1.va.gov/vhapublications/rcs10/rcs10-1.pdf>
- v. "Patient Medical Records-VA" (24VA19). 24VA19

<http://vaww.vhaco.va.gov/privacy/SystemofRecords.htm>.
- vi. VHA Directive 2009-019, "Ordering and Reporting Test Results,"

www.va.gov/vhapublications/ViewPublication.asp?pub_ID=1864
- vii. VHA Directive 2010-027 "VHA Outpatient Scheduling Processes and Procedures"

http://www1.va.gov/vhapublications/ViewPublication.asp?pub_ID=2252
- viii. VHA Directive 2011-012 "Medication Reconciliation"

http://www.va.gov/vhapublications/ViewPublication.asp?pub_ID=2390
- ix. VHA Handbook 1003.4, "VHA Patient Advocacy Program,"

http://www1.va.gov/vhapublications/ViewPublication.asp?pub_ID=1303.

- x. VHA Handbook 1100.17: National Practitioner Data Bank Reports –
http://www1.va.gov/vhapublications/ViewPublication.asp?pub_ID=2135
- xi. VHA Handbook 1100.18 Reporting And Responding To State Licensing Boards
http://www1.va.gov/vhapublications/ViewPublication.asp?pub_ID=1364
- xii. VHA Handbook 1100.19 Credentialing and Privileging –
http://www.va.gov/VHAPUBLICATIONS/ViewPublication.asp?pub_ID=2910
- xiii. Privacy Act of 1974 (5 U.S.C. 552a) as amended
http://www.justice.gov/oip/foia_updates/Vol_XVII_4/page2.htm
- b. The Joint Commission (TJC) compliance: The ESWL staff shall cover the range of lithotripsy services as would be provided in a state-of-the-art health care facility, on a mobile unit setting, and the standard of care shall be of a quality, meeting or exceeding currently recognized national standards as established by the professional standards of the Joint Commission:

http://www.jointcommission.org/standards_information/standards.aspx

8. CONTRACTOR REQUIREMENTS:

- a. The Contractor will be responsible to ensure that Contractor personnel (service provider) providing work on this contract are fully trained and completely competent to perform the required work. All certifications need to be current through the term of the contract. If renewal is required it will be the contractor's responsibility to insure it is accomplished without interruption to services being provided.
- b. The Contractor is required to maintain records that document competence/performance level of Contractor personnel (service provider) working on this contract in accordance with TJC and other regulatory body requirements. (See Key Personnel Section below)
- c. When changes in Contractor personnel are approved in accordance with the "Key Personnel" section of this PWS, the Contractors must provide the providers name, a current address and telephone number, Social Security Number, list of references, list of all training, evidence of an unrestricted license, the current competence assessment, and current performance evaluation that supports "b" above.
- d. The Contractor must respond quickly to VA policy and procedure changes.
- e. Contractor staff agrees to treat all Veteran patients with respect and dignity, however, should there be a complaint, notification should be reported to the COR and OR POC within twenty-four (24) hours.

- f. Veterans shall be seen according to previously listed VHA Directive 2010-020.
- g. The Contractor personnel shall be required to provide and complete a timesheet when they are on-site at the C.W. Bill Young VAMC and/or Lee County Healthcare Center when providing care. The timesheet shall be signed by the COR or OR POC at the location. Timesheets shall be submitted with each invoice.

9. PERFORMANCE MONITORING:

- a. The COR shall be the official responsible at the C.W. Bill Young VAMC and the Lee County Healthcare Center for verifying contract compliance. After contract award, any incidents of contractor noncompliance as evidenced by the monitoring procedures shall be forwarded immediately to the CO. The performance monitoring criteria are as follows:
 - Availability of the contractor to meet the C.W. Bill Young VAMC and Lee County Healthcare Centers OR's needs. For example, the frequency of unavailability of the ESWL equipment when it is required will be monitored.
 - Timeliness of arrival at the C.W. Bill young VAMC and/or Lee County Healthcare Centers OR.
 - Frequency of equipment malfunctions that result in cancellations of surgical cases.
 - Accurate and timely monthly invoicing.
 - Random safety inspections.
 - Periodic checks of the service records on the equipment brought in and used in the OR. The contractor shall make equipment service records (preventive maintenance and corrective maintenance records) available to the Federal Government upon request by the COR.
 - Availability of any ancillary materials or equipment necessary for ESWL procedures.
- b. Performance standards define desired services. The Government performs surveillance to determine if the contractor exceeds, meets or does not meet these standards.
- c. The Performance Requirements Summary Matrix, paragraph B (General Requirements) in the Performance Work Statement (PWS) includes performance standards. The Government shall use these standards to determine contractor performance and shall compare contractor performance to the Acceptable Quality Level (AQL).

Task	Standard	Acceptable Quality Level	Method of Surveillance	Incentive/ Disincentive
Credentialing	All providers must be credentialed in accordance with Department of Veteran Affairs and Local.	100% compliance required	Upon request, random inspection and auditing	Non-payment
Joint Commission Standards	Compliance with all industry Joint Commission Standards	100% compliance expected	Random inspection and auditing	Past Performance Evaluation
Monthly invoices	Monthly invoices of billed services will be forwarded to the Surgery Service Office COR for tracking	No more than one occurrence of non-compliance per 6 months.	The COR shall collect and track monthly billing statements	Past Performance Evaluation
Mandatory VA Education	Information Security and Cyber Security training must be completed on an annual basis (Maintain computer access for the VA network)	100% compliance expected	The COR will collect evidence of this training	Non-payment and impact on CPARS rating

Task	Standard	Acceptable Quality Level	Method of Surveillance	Incentive/ Disincentive
OSHA Requirement	Required to have annually PPD/TB screening; current immunizations and evidence of having been offered the HEP-B vaccine prior to commencement of work	100% compliance required prior to commencement of work.	Upon request, random inspection and auditing	Non-payment and impact on CPARS rating
Service Cancellation Contractor Performance	No Cancellations	100% compliance	The COR will monitor this on a monthly basis	Non-payment and impact on CPARS rating

- d. In the event that the cancellation standard is not met, the C.W. Bill Young VAMC and/or Lee County Healthcare Center shall have the right to determine such failure as non-compliance and can use such non-compliance as grounds for termination of this service of the contract.
- e. Contractor and C.W. Bill Young VAMC agree to collaboratively resolve any operational issues that are identified and presented to each other. In the event that C.W. Bill Young VAMC determines that the contractor is not meeting any of its obligations, the Contracting Officer shall notify contractor in writing and identify such deficiency. The contractor shall respond and cure such deficiency in the stated timeframe established by the Contracting Officer.

10. HOURS OF OPERATION: The services covered by this contract shall be furnished by the contractor as defined herein.

- a. Services furnished approximately 3-6 days per month, with planned procedures being scheduled at a minimum of two (2) weeks prior and emergent cases, notification given within three (3) hours of procedure.
- b. Service will not be needed on the following Federal holidays:

New Year's Day	January 1
Martin Luther King 's Birthday	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Columbus Day	Second Monday in October
Veterans Day	November 11
Thanksgiving Day	Fourth Thursday in November
Christmas Day	December 25

- c. When one of the holidays falls on Sunday, the following Monday shall be observed as a national holiday. When a holiday falls on a Saturday, the preceding Friday is observed as a national holiday by U.S. Government Agencies. Also included would be any day specifically declared by the President of the United States of America as a National holiday.

11. Estimated Workload and Support Staff Provided by C.W. Bill Young VAMC:

- d. Annual Visits: The following information is provided as an estimate only and cannot be taken as a guarantee of work to be awarded under this contract.
- Approximately 144 procedures per year
- e. Support Staff/Medical staff that ESWL service providers will need to work with:
- Urologist
 - Certified Registered Nurse Anesthetist
 - RN

SECTION 2

GOVERNMENT FURNISHED PROPERTY AND SERVICES

1. GOVERNMENT FURNISHED PROPERTY AND SERVICES:

The Government will provide the equipment, supplies, and services listed below:

- a. **PROPERTY:** The Contractor shall have joint use of the C.W. Bill Young VAMC and/or Lee County Healthcare Center for performance of this contract.
- b. **COMPUTER ACCESS (If Applicable):**

- i. The Veterans Affairs (VA) will provide, if applicable, access to systems, applications, and information on the VA network required to perform the services identified in the PWS.
- c. **OFFICE/WORK/LOCKER AREA (If applicable):** Contractor personnel must maintain security and confidentiality of patient information. The Government will not be responsible for loss or damage of personal items brought into the C.W. Bill Young VAMC and/or Lee County Healthcare Center.
- d. **EQUIPMENT:** Contractor personnel shall provide all available equipment required to provide Lithotripsy Services.
- e. **PERSONAL PROTECTIVE EQUIPMENT (PPE):** The Government will furnish appropriate PPE. The Government will be responsible for any repair, cleaning and inventory required for the PPE. This does not include any type of uniform or laboratory coat, which the Contractor shall provide.
- f. **FORMS:** The C.W. Bill Young VAMC and/or Lee County Healthcare Center will provide required Government forms used in the performance of services.
- g. **SUPPLIES:** The C.W. Bill Young VAMC and/or Lee County Healthcare Center will provide medical and non-medical supplies commonly used in the facility for the care and management of patients.
- h. **ADMINISTRATIVE SUPPORT:** Contractor personnel shall be authorized to use all administrative support available to the Government employees. This will include, but is not limited to computers, printers, copy machines, fax machines, medical library and telephone lines. The same restrictions to limit use of these items for official Government business apply.

SECTION 3

GENERAL INFORMATION

1. QUALIFICATIONS:

- a. Providers offered under this contract shall:
 - i. Have a full and unrestricted license in a US state, territory or US commonwealth;
 - ii. Speak English proficiently;
 - iii. Be a US citizen;

- iv. Submit evidence of a minimum of twenty-four (24) months of experience within the last thirty-six (36) months providing Lithotripsy Services in a direct patient care setting;
- v. Provide evidence of current professional liability insurance; be board certified (if applicable);
- vi. Provide evidence of current privileges (if applicable);
- vii. Provide names of most current employer(s) and two peer reference contacts as identified in the Medical Center By-Laws;
- viii. Successfully complete the C.W. Bill Young VAMC Credentialing and Privileging process;
- ix. Contractor and contractor's personnel are responsible for keeping the C.W. Bill Young VAMC COR apprised of anything that would adversely affect or otherwise limit their clinical privileges;
 - Note: Failure to keep VA fully informed on these matters may result in removal from contract or termination of contract.
- x. Contractor staff shall have a current Drug Enforcement Administration (DEA) licensure. Contractor shall provide copies of DEA cards for all staff providing services under this Contract (if applicable);
- xi. Contractor shall maintain proof that the following tests have been conducted on its employees and repeated as identified below. Evidence of the testing must be provided prior to the first duty shift to the COR and CO. Tests shall be current within the past year;
 - **TUBERCULOSIS TESTING:** Contractor shall provide proof of a negative reaction to PPD testing for all Contractor 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.
 - **RUBELLA TESTING:** Contractor shall provide proof of immunization for all Contractor 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.
 - **OSHA REGULATION CONCERNING OCCUPATIONAL EXPOSURE TO BLOODBORNE PATHOGENS:** Contractors shall provide generic self-study training for all Contractor 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.

- xii. The C.W. Bill Young VAMC and/or Lee County Healthcare Center shall notify the Contractor of any significant communicable disease exposures as appropriate. Contractors 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. Contractors shall provide follow up documentation of clearance to return to the workplace prior to their return;
- xiii. Evidence of completion of required licensure, credentials, required training, current competencies and background investigations shall be validated for all Contractor personnel providing services under this Contract;
- xiv. The Contractor shall not begin work until written notification is received from the CO or COR advising that the candidate(s) presented have met all requirements for Contract performance;
- xv. CONFLICT OF INTEREST: the Contractor and all Contractor staff are responsible for identifying and communicating to the CO and COR conflicts of interest at the time of proposal and during the entirety of contract performance. At the time of proposal, the Contractor shall provide a statement which describes, in a concise manner, all relevant facts concerning any past, present, or currently planned interest (financial, contractual, organizational, or otherwise) or actual or potential organizational conflicts of interest relating to the services to be provided. The Contractor shall also provide statements containing the same information for any identified consultants or sub-Contractors who shall provide services. The Contractor must 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.
- xvi. Citizenship related Requirements: While performing services for the VA, the Contractor shall not knowingly employ, contract or subcontract with an illegal alien; foreign national non-immigrant who is in violation their status, as a result of their failure to maintain or comply with the terms and conditions of their admission into the United States. The Contractor must return a signed certification at the time of proposal that the Contractor shall comply with any and all legal provisions contained in the Immigration and Nationality Act of 1952, As Amended; its related laws and

regulations that are enforced by Homeland Security, Immigration and Customs Enforcement and the U.S Department of Labor as these may relate to non-immigrant foreign nationals working under contract or subcontract for the Contractor while providing services to 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. (See Immigration Statement Attachment to Solicitation/Contract).

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

In accordance with HIPAA and the Balanced Budget Act (BBA) of 1977, the VA Office of Inspector General (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.

- a. Therefore, all Contractors shall review the OIG List of Excluded Individuals/Entities on the OIG web site at www.hhs.gov/oig to ensure that the proposed Contractors and/or firm(s) are not listed. Contractors 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 Contractors and entities that employ or enter into contracts with excluded individuals or entities to provide items or services to Federal program beneficiaries.
- b. By submitting their proposal, the Contractor certifies that the OIG List of Excluded Individuals/Entities has been reviewed and that the Contractors are and/or firm is not listed as of the date the offer/bid was signed.
- c. TECHNICAL DIRECTION: The qualifications of Contractor personnel 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.

- d. NON PERSONAL SERVICES: The parties agree that The Contractor, all Contractor staff, agents and sub Contractors shall not be considered VA employees for any purpose.
- e. Government Inherent Functions: Contractor and Contractor staff 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 contractual documents, approval of Federal licensing actions and inspections, and/or determination of budget policy, guidance, and strategy.
- f. No Employee status: The Contractor shall be responsible for protecting the Contractor's staff 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:
 - i. Workers' compensation
 - ii. Professional liability insurance
 - iii. Health examinations
 - iv. Income tax withholding, and
 - v. Social security payments.
- g. TORT: The Federal Tort Claims Act does not cover Contractors 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 is 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 is the responsibility of The Contractor and/or insurance carrier.
- h. KEY PERSONNEL AND EMERGENCY SUBSTITUTIONS: THE POSITION OF RADIOLOGIC TECHNOLOGIST HAS BEEN DESIGNATED AS A KEY PERSONNEL FOR THIS CONTRACT.

- i. The contractor shall have at least two (2) Radiological Technologists credentialed at the C.W. Bill Young VAMC for this contract. This way, the Key Personnel position is always met regardless of which Radiological Technologist provides services on the scheduled lithotripsy service days.
- ii. Because continuity of care is an essential part of the C.W. Bill Young 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 proposal and updated throughout the period of performance.
- iii. Contractor shall submit a listing of key personnel in the following format:

Provider Name:_____ **Credential:**_____

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

3. CREDENTIALING:

a. DEPENDENT:

- i. Contractor dependent healthcare professionals shall be credentialed in accordance with VHA policy on Credentialing and Privileging previously referenced. Contractor dependent healthcare professionals shall be responsible for completion of online entry of his or her credentials into the VetPro electronic database. This is an attestation to the individual's credentials and it requires an electronic signature as verification that the individual has completed the online VetPro submission and the statements of credentials are true. A form shall be completed for each contractor dependent healthcare professional. The Contractor shall return the completed form(s) to the CO, who will then sign the form and forward it to Credentialing. A Credentialing Technician will provide further instruction on the credentialing process to the Contractor dependent healthcare professionals. The credentialing process shall be completed in accordance with Veterans Health Administration (VHA) Directive 2012-030, "Credentialing of Health Care Professionals," dated 11 October 2012 (or subsequent revisions thereto), prior to any contracted dependent healthcare professional providing treatment to VA patients.
- ii. Contractor dependent healthcare providers will be credentialed and granted privileges through the end of the base period. If option periods are included in the contract and exercised, the Contractor shall submit all paperwork required to perform re-

credentialing. The Contractor shall submit all required documentation within two (2) business days of request. If required, documentation will be provided via overnight delivery at no expense to the Government.

- 4. CONTRACTOR FURNISHED PROPERTY:** The Contractor is required to assess the full extent of support necessary to provide the required services, equipment and personnel for this Contract as described in the requirements of this PWS.

 - a. The Contractor shall furnish and maintain all equipment and supplies necessary to provide Lithotripsy services as described in the PWS.

 - i. The COR shall be notified immediately of any equipment malfunctions that would hinder contract performance.
 - ii. Equipment quality control shall be performed by the Contractor in accordance with manufacturer's specifications. Records of equipment quality control activities shall be made available to VA for review upon request.
- 5. PERFORMANCE OF WORK:** No work shall be performed outside of the United States.
- 6. CONTINUITY OF SERVICES:** The Contractor shall ensure sufficient staffing and resources to provide all required services and support through the entire Period of Performance of this Contract. The Contractor is responsible to have a succession plan in place should contractor personnel leave their employment so that there are no gaps in performance on this contract.
- 7. POST AWARD CONFERENCE:** The Contractor shall not commence Contract performance until the CO has conducted a post award conference, or has advised the Contractor that a kick off meeting is waived and/or a Post Award Letter in lieu of Conference is sent instead.

 - a. Contractor: After receipt of Contract award, the Contractor shall provide the name and telephone number of an individual to act as his/her representative. The designated representative shall be responsible for the administration and coordination of this Contract and shall be available to respond to questions/requests Monday through Friday from 8:00 a.m. to 4:30 p.m.
- 8. CONTRACTOR PERSONNEL SECURITY REQUIREMENTS:**

 - a. All Contractor employees who require access to the Department of Veterans Affairs' computer systems shall be the subject to a background investigation. This requirement is applicable to all subcontractor personnel requiring the same access. The CO shall include applicable requirements from the Information System Security and Privacy Language expressed in [Veterans Affairs \(VA\) Handbook 6500.6](#), "Contract Security," dated 12 March 2010 (or subsequent revisions thereto). In all cases, access (physical and computer) cannot be granted until officially notified by Security Investigations Center (SIC), Little Rock, Arkansas. Access cannot be granted prior to receiving final adjudication results.

- i. Position Sensitivity – The position sensitivity for each Contractor position is determined by the VA utilizing the Position Designation System and Automated Tool (PDAT). Each position will be designated at the high, moderate, or low risk level, depending on the position’s potential for adverse impact to the integrity and efficiency of the services (CFR 731.106). Risk levels determine what level of investigation is required.
 - o Note: The Department of Veterans Affairs (VA) Personal Identity Verification (PIV) Program Office began implementing the rollout of the PIV Program across the enterprise to more than 200 VA sites in 2009. This new policy will most likely require all contractors to be fingerprinted at a minimum, regardless of their position at VA.
- ii. Background Investigation - The level of background investigation commensurate with the required level of access may be either a Special Agreement Check (SAC), National Agency Check with Written Inquiries (NACI) (low risk), Moderate Background Investigation (MBI) (moderate risk), or Background Investigation (high risk). Non-citizen contract personnel appointed to low risk positions will be subject to a National Agency Check with Law Enforcement and Credit Check (NACLC).
- iii. Contractor Responsibilities:
 - a) The Contractor shall bear the expense of the background investigation(s), regardless of the final adjudication determination. A Bill of Collections shall be generated by the VA after final adjudication determination has been received. Final adjudication results may take up to six (6) months but are normally received within ninety (90) days after submission. It has been determined this contract requires the following level of investigations and associated costs (per person):

<input type="checkbox"/>	SAC	\$ 29.00
<input type="checkbox"/>	RECIP	\$ 27.00
<input checked="" type="checkbox"/>	NACI	\$ 267.00
<input type="checkbox"/>	NACLC	\$ 292.00
<input type="checkbox"/>	MBI	\$ 952.00
<input type="checkbox"/>	BI	\$ 3,998.00

*RECIP stands for reciprocity meaning an existing VA clearance can be used.

- b) The amounts stated above are current for fiscal year 2016, but are subject to annual price changes as established by the Office of Personnel Management (OPM) in the Federal Investigations Notices. Contractors shall be billed per OPM/SIC guidelines and should anticipate annual increases. All fee schedule

questions should be directed to the SIC at 501-257-4490 or VHALITBackgroundInvestigations@va.gov.

- c) The Contractor shall prescreen all personnel requiring access to the computer systems to ensure they are able to read, write, speak, and understand the English language.
- d) The Contractor employees shall download, complete, and mail the documents required for any risk positions within three (3) calendar days of receipt of e-mail or the investigation will be cancelled. E-mail notifications will be received by the Contractor from the VA Security Investigations Center (SIC) explaining specific instructions once an investigation has been ordered. Access to the VA cannot be granted until the SIC has received all the required documents from the Contractor. Documents and further instruction will be provided after award.
- e) The employee must be fingerprinted as part of an investigation. Electronic fingerprinting can be performed at the nearest VA Medical Center. Please contact the CO so he/she can make arrangements. The VA uses electronic fingerprint machines which require the employee to fill out the Electronic Fingerprint Verification Letter on the VA's Security Investigations Website. If electronic fingerprinting is not feasible, please contact the local police department or sheriff's office. If you choose to utilize the local police department or sheriff's office, you must use the FD 258 fingerprint cards which must be requested from the SIC. (Fingerprint cards are not mailed unless requested.) The hard fingerprint card or verification letter must be included in the same package with all the other forms when sent to the Security Center for processing. Do not send packages without the hard card prints or verification letter, or the package will be returned.
- f) The Contractor, when notified of an unfavorable determination by the Government, will withdraw their employee from consideration from working under this Contract.
- g) Failure to comply with the Contractor personnel security requirements shall result in termination of this Contract for default.
- h) Upon contract award, the Contractor shall furnish the Information Security Office and the CO a list of personnel performing work on this Contract. The list will include a brief description of the work to be performed and degree of access to information management systems required. The description of the required degree of access will address if remote access is required. The Contractor will update and submit the list of personnel performing work on this Contract to the Information Security Office every year, throughout the contract period. Furthermore, it is the Contractor's responsibility to notify the Information Security Office immediately when personnel performing work under this contract no longer require access to information management systems.

- iv. Government Responsibilities:
 - a) Upon receipt, the VA Office of Security and Law Enforcement will review the completed forms for accuracy and forward the forms to Office of Personnel Management (OPM) to conduct the background investigation.
 - b) The VA facility will pay for investigations conducted by the Office of Personnel Management (OPM) in advance. In these instances, the Contractor will reimburse the VA facility within thirty (30) days of receiving the Bill of Collections.
 - c) The VA Office of Security and Law Enforcement will notify the CO and Contractor after adjudicating the results of the background investigations received from OPM.
 - d) The CO will ensure that the Contractor provides evidence that investigations have been completed or are in the process of being requested.
- v. Contractor personnel performing work under this contract shall satisfy all requirements for appropriate security eligibility in dealing with access to sensitive information and information systems belonging to or being used on behalf of the Department of Veterans Affairs. The Contractor will be responsible for the actions of those individuals they provide to perform work for the VA under this contract. In the event that damages arise from work performed by Contractor provided personnel, under the auspices of this contract, the Contractor will be responsible for all resources necessary to remedy the incident. Printed output containing sensitive Veteran's Health administration (VHA) data will be stored in a secured area, and disposed of properly by shredding using a NIST-compliant shredder or other VA approved method. Under the provisions of the Privacy Act of 1974 as amended, personnel performing work under this contract have an obligation to protect VA information indefinitely. Furthermore, it is the Contractor's responsibility to notify the Information Management staff when access to Information Management systems is no longer needed by personnel performing work under this contract.
- vi. Contractor personnel are required to complete the online training classes entitled "VA Privacy and Information Security Awareness and Rules of Behavior" and "Privacy and HIPAA Training." This must be accomplished prior to conducting any procedures. The necessary link and instructions to gain access are found at <https://www.tms.va.gov/plateau/user/logout.do>. A certificate of successful completion will be generated for each course. Copies of the certificates shall be faxed to the Information Security Officer, contact information to be provided after award, and to the COR. Completion of these training courses is required on an annual basis based on the anniversary date of the contract.

- vii. Contractor personnel providing healthcare services to VA patients shall be considered as part of the Department Healthcare Activity and shall comply with the United States Code (U.S.C.) 551a (Privacy Act), 38 U.S.C. 5701 (Confidentiality of claimants records), 5 U.S.C. 552 (Freedom of Information Act (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 Code of Federal Regulations (C.F.R.) Parts 160, 162, and 164 (Health Insurance Portability and Accountability Act).
- viii. The resultant contract and its requirements meet exception in 45 C.F.R. 164.502(e), and do not require a Business Associate Agreement (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.
- ix. Disclosure: Contractor and/or Contractors designated representatives may have access to patient medical records: however, Contractor and/or Contractors designated representatives must 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 Contractor, may 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 Contractor 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, Contractor and/or sub-contractors.
- x. VA Handbook 6500 requires the following statement be included on all fax cover sheets:

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

9. INDEMNIFICATION AND MEDICAL LIABILITY INSURANCE: The Contractor shall indemnify the Government for any liability producing act or omission by the Contractor, its employees and agents occurring during Contract performance. The Contractor shall provide and maintain adequate liability insurance coverage consistent with the risks associated with the performance of all services

required by this PWS. The Contractor shall ensure that its subcontracts for provisions of health care services contain the requirements of the clause at 852.237-7, including the maintenance of medical liability insurance. Refer to Veterans Affairs Acquisition Regulation (VAAR) Clause 852.237-7, Indemnification and Medical Liability Insurance in Section C of this contract.

10. COMMUNICATION: The Contractor and the Contractor's personnel shall maintain open and professional communication with staff of the Department of Veterans Affairs (DVA). Relationships with management, co-worker, patients, and the general public are consistently courteous, respectful, and cooperative in nature. Complaints validated by the COR, shall be reported in writing to the contract administrator and the Contractor for action. Failure of the Contractor to correct validated complaints raised by the DVA staff and the CO will be considered a failure to perform.

11. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT of 1996 (HIPAA): The Contractor shall adhere to the provisions of Public Law 104-191, Health Insurance Portability and Accountability Act (HIPAA) of 1996 and the National Standards to Protect the Privacy and Security of Protected Health Information (PHI). As required by HIPAA, the Department of Health and Human Services (HHS) has promulgated rules governing the security and use and disclosure of protected health information by covered entities, including the Department of Veterans Affairs (VA). In accordance with HIPAA, the Contractor is not required to enter into a Business Associate Agreement (BAA) with VA under this Contract.

12. NATIONAL PROVIDER IDENTIFIER: All Contractors who provide billable healthcare services to the VA shall obtain a National Provider Identifier (NPI) as required by the Health Insurance Portability and Accountability Act (HIPAA) National Provider Identifier Final Rule, administered by the Centers for Medicare and Medicare Services (CMS). This rule establishes assignment of a ten (10) digit numeric identifier for Contractor staff, intended to replace the many identifiers currently assigned by various health plans. Contractor staff needs only one NPI, valid for all employers and health plans. Contractor staff must also designate their Specialties/Subspecialties by means of Taxonomy Codes on the NPI application. The NPI may be obtained via a secure website at: <https://nppes.cms.hhs.gov/NPPES>. The NPI shall be provided to the CO.

13. THE JOINT COMMISSION AND OTHER SPECIAL REQUIREMENTS:

- a. The Contractor shall be responsible to ensure that contractor personnel providing work on this contract are fully trained and completely competent to perform the required work.
- b. Although this contract does not require Joint Commission accreditation or other regulatory requirements regarding worker competency, the Contractor shall perform the required work in a manner that meets or exceeds requirements of Joint Commission. If proposing a non-Joint commission accreditation, the Contractor shall provide justification that this accrediting body meets or exceeds the standards set by The Joint Commission. The Contractor is required to provide a current performance evaluation (proficiency or competency) on all Contractor personnel providing services under this Contract. The

Contractor will provide current copies of the performance evaluations at the time of Contract award and annually on the anniversary date of Contract award to the CO, or upon request.

- c. The Contractor shall provide and document a general orientation for all Contractor personnel who provide work on this Contract before commencement of work. Documentation of the orientation will be provided to the CO. The orientation shall include the following topics:
 - i. Fire and Safety policy and procedure.
 - ii. Infection Control policy and procedure.
 - iii. Emergency Preparedness/Disaster policy and procedure.
- d. The VA will monitor the Contractor personnel contract performance to ensure Contract compliance IAW the terms and conditions of this PWS.
- e. Notwithstanding other Contract requirements, upon request of the CO, the Contractor shall remove from the work site, any Contractor personnel who does not comply with orientation requirements or meet competency requirements for the work being performed.
- f. Where the Contract does not require Joint Commission accreditation or other regulatory body requirements, the Contractor shall perform the required work in a manner that meets or exceeds requirements of Joint Commission. A copy of these standards may be obtained from the Joint Commission, One Renaissance Blvd., Oakbrook Terrace, IL, 60181.

14. REQUIRED REGISTRATION WITH CONTRACTOR PERFORMANCE ASSESSMENT SYSTEM (CPARS)

- a. As prescribed in Federal Acquisition Regulation (FAR) Part 42.15, the Department of Veterans Affairs (VA) evaluates contractor 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 Sea Logistics Center in Portsmouth, Virginia. 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 (FAPIIS). FAPIIS is a web-enabled application accessed via CPARS for contractor responsibility determination information.
- b. 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 (30) days after contract award**, and must be kept current should there be any change to the Contractor's registered representative.

- c. For contracts with a period of one (1) year or less, the CO will perform a single evaluation when the contract is complete. For contracts exceeding one (1) year, the CO will evaluate the Contractor'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 will have thirty days to submit any comments and re-assign the report to the C.W. Bill Young VAMC's CO.
- d. Failure to have a current registration with the CPARS database, or to re-assign the report to the CO within those thirty (30) days, will result in the Government's evaluation being placed on file in the database with a statement that the Contractor failed to respond.

15. SERVICES CHARGE TO THE VA BENEFICIARIES: VA beneficiaries shall not under any circumstances be charged nor their insurance companies charged for services rendered by the Contractor's service provider even if VA does not pay for those services. This provision shall survive the termination or ending of this Contract.

(End of Performance Work Statement)

D. Contract Administration

The Contracting Officer is the only person authorized to approve changes or modify any of the requirements under this contract. The Contractor shall communicate with the Contracting Officer on all matters pertaining to contract administration. Only the Contracting Officer is authorized to make commitment or issue changes that will affect price, quantity or quality of performance of this contract. In the event the Contractor effects any such change at the direction of any person other than the Contracting Officer, the change shall be considered to have been made without authority and no adjustment will be made in the contract price to cover any increase in cost incurred thereof.

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

a. CONTRACTOR _____ (Contractor's Name)

ADDRESS _____ (Street)

_____ (City-State-Zip)

POINT OF CONTACT _____ (Name/Title)

PHONE NO. _____

FAX NUMBER _____

E-MAIL _____

DUNS NUMBER _____

b. GOVERNMENT: John Hamilton, Bay Pines VA, John.Hamilton2@va.gov

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

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

3. INVOICES: Invoices shall be submitted in arrears in accordance with:

a. **852.232-72 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS** (NOV 2012)

b. Upon Acceptance of Items

4. GOVERNMENT INVOICE ADDRESS: The VA has mandated electronic invoice submission to the Veterans Affairs Financial Services Center (VAFSC). VAFSC has partnered with **Tungsten Corporation e-Invoicing Network** for submissions of all electronic invoices to VA. Tungsten Network electronic invoicing is free to all VA vendors. In order to submit electronic invoices, all VA vendors must register with Tungsten Network by submitting an email to Tungsten Network VA.Registration@tungsten-network.com or calling (877)752-0900, option 2 for Enrollment.

Contractor shall submit an electronic invoice to VAFSC e-Invoice by the tenth (10th) of the following month services were performed through the website <https://portal.ob10.com/Login.aspx>. For questions regarding the submission of VA electronic invoices, call Tungsten Network customer service at (877)489-6135. Invoices sent to Tungsten shall reference the vendor name and address, customer name, contract number, appropriate obligation/funding order number, description of services provided, the extended price, and the total invoice cost. Invoices shall include any payment discount terms. A separate invoice shall be sent to the COR to validate/certify invoices. For questions

regarding invoice receipt/payment, call VAFSC at (877)353-9791 or email vafscshd@va.gov.

Payments shall be made monthly in arrears upon receipt of a proper invoice.

**FACSIMILE, E-MAIL, AND SCANNED DOCUMENTS ARE NOT ACCEPTABLE FORMS OF SUBMISSION FOR
PAYMENT REQUESTS**

For assistance setting up e-Invoice, the below information is provided:

- * Tungsten Network e-Invoice Registration: VA.Registration@tungsten-network.com
- * Tungsten Network e-Invoice Setup Information: (877)752-0900 (Option 2 – Enrollment)
- * OB10 Portal to submit electronic invoices: <https://portal.ob10.com/Login.aspx>
- * Tungsten Network Customer Service: (877)489-6135
- * VAFSC – for Invoice receipt or payment questions, call: (877)353-9791 or
- * VAFSC Email: vafscshd@va.gov

OFFERORS MUST COMPLETE & RETURN ALL INFORMATION DESIGNATED HEREIN PRIOR TO THE TIME SPECIFIED IN BLOCK 8 OF SF 1449 IN ORDER TO BE CONSIDERED FOR AWARD.

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

AMENDMENT NO

DATE

Quotes may be submitted by **EMAIL** to John Hamilton, Contracting Specialist at John.Hamilton2@va.gov. All information requested herein must be received by Quotes are due by 4:00 P.M. Eastern Standard Time on 26 February 2016. Offers are subject to all terms & conditions herein.

The government intends to award a single contract as a result of this RFQ that will include the terms and conditions set forth herein.

001AL-11-15-A Limitations on Subcontracting - MONITORING AND COMPLIANCE (JUN 2011)

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)

001AL-11-15-B 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.

CL-120 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)

Addendum to FAR 52.212-4:

The following RFQ clauses apply to this acquisition:

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/>

FAR Clauses Incorporated By Reference:

52.203-3	Gratuities
52.203-16	Preventing Personal Conflicts of Interest (Dec 2011)
52.203-17	Contractor Employee Whistleblower Rights and Requirements to Inform Employees of Whistleblower Rights (SEP 2013)
52.204-4	Printed or Copied Double-Sided on Postconsumer Fiber Content Paper (MAY 2011)
52.204-13	System for Award Management Maintenance

52.204-9	Personal Identity Verification of Contractor Personnel
52.212-4	Contract Terms and Conditions- Commercial Items (MAY 2014)
52.232-18	Availability of Funds
52.232-39	Unenforceability of Unauthorized obligations
52.233-1	Disputes
52.232-40	Providing Accelerated Payments to Small Business Subcontractors
52.233-4	Applicable Law for Breach of Contract Claim
52.245-1	Government Property Alternate I
52.247-34	F.O.B Destination

Clauses Incorporated By Full Text

52.216-18 – Ordering (Oct 1995)

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

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

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

(End of Clause)

52.216-19 ORDER LIMITATIONS (OCT 1995)

(a) *Minimum order.* When the Government requires supplies or services covered by this contract in an amount of less than \$2,500.00, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

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

(1) Any order for a single item in excess of \$400,000;

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

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

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

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 30 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of Clause)

52.216-21 -- Requirements (Oct 1995)

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

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

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

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

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

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

(End of Clause)

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 1 day of the contract's end date.

(End of Clause)

52.217-9 Option to Extend the Term of the Contract.

(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 and six months.

(End of Clause)

52.222-42 Statement of Equivalent Rates for Federal Hires (May 2014)

In compliance with the Service Contract Labor Standards statute and the regulations of the Secretary of Labor (29 CFR part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

This Statement is for Information Only:

It is not a Wage Determination

Employee Class	Monetary Wage -- Fringe Benefits
12305 - Radiologic Technologist	25.53

(End of Clause)

52.223-9 -Estimate of Percentage of Recovered Material Content For EPA Designated Items (May 2008)

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

“Postconsumer material” means a material or finished product that has served its intended use and has been discarded for disposal or recovery, having completed its life as a consumer item. Postconsumer material is a part of the broader category of “recovered material.”

“Recovered material” means waste materials and by-products recovered or diverted from solid waste, but the term does not include those materials and by-products generated from, and commonly reused within, an original manufacturing process.

(b) The Contractor, on completion of this contract, shall—

(1) Estimate the percentage of the total recovered material content for EPA-designated item(s) delivered and/or used in contract performance, including, if applicable, the percentage of postconsumer material content; and

(2) Submit this estimate to the COR assigned to this requirement.

(End of clause)

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)

52.237-2 - Protection of Government Buildings, Equipment, and Vegetation (Apr 1984).

The Contractor shall use reasonable care to avoid damaging existing buildings, equipment, and vegetation on the Government installation. If the Contractor’s failure to use reasonable care causes damage to any of this property, the Contractor shall replace or repair the damage at no expense to the

Government as the Contracting Officer directs. If the Contractor fails or refuses to make such repair or replacement, the Contractor shall be liable for the cost, which may be deducted from the contract price.

(End of Clause)

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)

52.246-4 -- Inspection of Services -- Fixed-Price (Aug. 1996)

(a) *Definition:* "Services," as used in this clause, includes services performed, workmanship, and material furnished or utilized in the performance of services.

(b) The Contractor shall provide and maintain an inspection system acceptable to the Government covering the services under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Government during contract performance and for as long afterwards as the contract requires.

(c) The Government has the right to inspect and test all services called for by the contract, to the extent practicable at all times and places during the term of the contract. The Government shall perform inspections and tests in a manner that will not unduly delay the work.

(d) If the Government performs inspections or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in contract price, all reasonable facilities and assistance for the safe and convenient performance of these duties.

(e) If any of the services do not conform with contract requirements, the Government may require the Contractor to perform the services again in conformity with contract requirements, at no increase in contract amount. When the defects in services cannot be corrected by reperformance, the Government may --

(1) Require the Contractor to take necessary action to ensure that future performance conforms to contract requirements; and

(2) Reduce the contract price to reflect the reduced value of the services performed.

(f) If the Contractor fails to promptly perform the services again or to take the necessary action to ensure future performance in conformity with contract requirements, the Government may --

(1) By contract or otherwise, perform the services and charge to the Contractor any cost incurred by the Government that is directly related to the performance of such service; or

(2) Terminate the contract for default.

(End of Clause)

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)

852.203-71 DISPLAY OF DEPARTMENT OF VETERANS AFFAIRS HOTLINE POSTER (DEC 1992)

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

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

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

(End of Clause)

852.219-10 VA NOTICE OF TOTAL SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS SET-ASIDE (DEC 2009)

(a) Definition. For the Department of Veterans Affairs, "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 (or eligible surviving spouses);

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans (or eligible surviving spouses) or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran;

(iii) The business meets Federal small business size standards for the applicable North American Industry Classification System (NAICS) code identified in the solicitation document; and

(iv) The business has been verified for ownership and control and is so listed in the Vendor Information Pages database, (<http://www.VetBiz.gov>).

(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).

(b) *General.* (1) Offers are solicited only from service-disabled veteran-owned small business concerns. Offers received from concerns that are not service-disabled veteran-owned small business concerns shall not be considered.

(2) Any award resulting from this solicitation shall be made to a service-disabled veteran-owned small business concern.

(c) Agreement. A service-disabled veteran owned small business concern agrees that in the performance of the contract, in the case of a contract for:

- (1) Services (except construction), at least 50 percent of the cost of personnel for contract performance will be spent for employees of the concern or employees of other eligible service-disabled veteran-owned small business concerns;
 - (2) Supplies (other than acquisition from a non-manufacturer of the supplies), at least 50 percent of the cost of manufacturing, excluding the cost of materials, will be performed by the concern or other eligible service-disabled veteran-owned small business concerns;
 - (3) General construction, at least 15 percent of the cost of the contract performance incurred for personnel will be spent on the concern's employees or the employees of other eligible service-disabled veteran-owned small business concerns; or
 - (4) Construction by special trade contractors, at least 25 percent of the cost of the contract performance incurred for personnel will be spent on the concern's employees or the employees of other eligible service-disabled veteran-owned small business concerns.
- (d) A joint venture may be considered a service-disabled veteran owned small business concern if—
- (1) At least one member of the joint venture is a service-disabled veteran-owned small business concern, and makes the following representations: That it is a service-disabled veteran-owned small business concern, and that it is a small business concern under the North American Industry Classification Systems (NAICS) code assigned to the procurement;
 - (2) Each other concern is small under the size standard corresponding to the NAICS code assigned to the procurement; and
 - (3) The joint venture meets the requirements of paragraph 7 of the explanation of Affiliates in 19.101 of the Federal Acquisition Regulation.
 - (4) The joint venture meets the requirements of 13 CFR 125.15(b).
- (e) Any service-disabled veteran-owned small business concern (non-manufacturer) must meet the requirements in 19.102(f) of the Federal Acquisition Regulation to receive a benefit under this program.

(End of Clause)

852.232-72 Electronic submission of payment requests

(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, e-mail, 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)

VAAR 852.237-7 INDEMNIFICATION AND MEDICAL LIABILITY INSURANCE (JAN 2008)

(a) It is expressly agreed and understood that this is a non- personal services contract, as defined in Federal Acquisition Regulation (FAR) 37.101, under which the professional services rendered by the Contractor or its health-care providers are rendered in its capacity as an independent contractor. The Government may evaluate the quality of professional and administrative services provided but retains no control over professional aspects of the services rendered, including by example, the Contractor's or its health-care providers' professional medical judgment, diagnosis, or specific medical treatments. The Contractor and its health-care providers shall be liable for their liability-producing acts or omissions. The Contractor shall maintain or require all health-care providers performing under this contract to maintain, during the term of this contract, professional liability insurance issued by a responsible insurance carrier of not less than the following amount(s) per specialty per occurrence: \$1 million per occurrence/\$3 million per aggregate.

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.

(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.

(End of Clause)

852.237-70 Contractor Responsibilities

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)

(END OF ADDENDUM to 52.212-4)

52.212-3 -- Offeror Representations and Certifications -- Commercial Items. (Nov 2015)

The offeror shall complete only paragraphs (b) of this provision if the Offeror has completed the annual representations and certification electronically via the System for Award Management (SAM) Web site accessed through <http://www.acquisition.gov> . If the Offeror has not completed the annual representations and certifications electronically, 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 product and service codes (PSCs) 1000-9999, except—

- (1) PSC 5510, Lumber and Related Basic Wood Materials;
- (2) Product or Service Group (PSG) 87, Agricultural Supplies;
- (3) PSG 88, Live Animals;
- (4) PSG 89, Subsistence;
- (5) PSC 9410, Crude Grades of Plant Materials;
- (6) PSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) PSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- (8) PSC 9610, Ores;
- (9) PSC 9620, Minerals, Natural and Synthetic; and
- (10) PSC 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 the 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 SAMwebsite.

(2) The offeror has completed the annual representations and certifications electronically via the SAM website accessed through <https://www.acquisition.gov>. After reviewing the SAM database information, the offeror verifies by submission of this offer that the representation 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 _____. *[Offeror to identify the applicable paragraphs at (c) through (p) of this provision that the offeror has completed for the purposes of this solicitation only, if any. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer. Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted electronically on SAM.]*

(c) Offerors must complete the following representations when the resulting contract is to 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.

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

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

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

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

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

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

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

(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 changes in ownership and control, principal office, or HUBZone employee percentage have occurred since it was certified in accordance with 13 CFR part 126; and

(ii) It ☐ is, ☐ is not a HUBZone 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 each HUBZone small business concern participating in the HUBZone joint venture. [The offeror shall enter the names of each of the HUBZone small business concerns participating in the HUBZone joint venture: _____.] Each HUBZone small business concern participating in the

HUBZone 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
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[List as necessary]

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) or 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:

[List as necessary]

(4) *Buy American—Free Trade Agreements—Israeli Trade Act Certificate, Alternate III.* If Alternate III to the clause at 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; and

(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 \$3,500 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. §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. §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. §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). [The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).]

(1) Listed End Product

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.) [The contracting officer is to check a box to indicate if paragraph (k)(1) or (k)(2) applies.]

(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*. The offeror represents that—

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

(ii) It ☐ is, ☐ 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 Certification. 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 \$3,500 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)

52.212-5 -- Contract Terms and Conditions Required to Implement Statutes or Executive Orders -- Commercial Items.

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, 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:

[Contracting Officer check as appropriate.]

 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).

x (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).

x (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).
- _x_ (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 Television (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) (E.O. 13513).

___ (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)).

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

___ (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:

[Contracting Officer check as appropriate.]

x (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).

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 (52.222-51 May 2014) (41 U.S.C. chapter 67).

__x_ (8) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2014) (E.O. 13658).

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

___ (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 (1) 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 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)

52.212-1 -- Instructions to Offerors -- Commercial Items (October 2015):

Addenda to 52.212-1; the following paragraphs are hereby deleted from this provision: (d) product samples, (e) multiple offers, (h) multiple awards, and (i) availability of requirements documents cited in the RFQ,

Addenda to 52.212-1: paragraph (c) period for acceptance of offers, delete "30 calendar days" and insert "90 calendar days" in its place.

52.252-1 Solicitation Provisions Incorporated by Reference (FEB 1998)

<http://www.acquisition.gov/far/index.html> (FAR)

<http://www.va.gov/oal/library/vaar/index.asp> (VAAR)

Provisions Incorporated by Reference:

52.204-7 System for Award Management

52.204-16 Commercial and Government Entity Code Reporting (NOV 2014)

52.204-17 Ownership or Control of Offeror (NOV 2014)

52.225-25 Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran – Representation and Certifications

52.203-98 PROHIBITION ON CONTRACTING WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS—REPRESENTATION (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 contractors 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)

52.209-5 -- Certification Regarding Responsibility Matters.

(a)

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

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

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

(B) Have ☐ have not ☐, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) contract or subcontract; violation of Federal or State antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property (if offeror checks "have", the offeror shall also see 52.209-7, if included in this solicitation); and

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

(D) Have ☐, have not ☐, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,500 for which the liability remains unsatisfied.

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

(i) *The tax liability is finally determined.* The liability is finally determined if it has been assessed. A liability is not finally

determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

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

(2) Examples.

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

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

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

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

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

(2) "Principal," for the purposes of this certification, means an officer; director; owner; partner; or a person having primary management or supervisory responsibilities within a business entity

(e.g., general manager; plant manager; head of a division or business segment; and similar positions).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

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

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

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

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

(End of Provision)

52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS (JUL 2013)

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

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

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

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

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

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

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

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

(i) In a criminal proceeding, a conviction.

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

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

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

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

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

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

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

52.216-1 Type of Contract (Apr 1984)

The Government contemplates award of a Firm Fixed Priced, Requirements contract resulting from this RFQ.

(End of Provision)

52.216-27 Single or Multiple Awards

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

(End of provision)

52.217-4 -- Evaluation of Options Exercised at Time of Contract Award (Jun 1988)

Except when it is determined in accordance with FAR 17.206(b) not to be in the Government's best interests, the Government will evaluate the total price for the basic requirement together with any option(s) exercised at the time of award.

(End of Provision)

52.217-5 Evaluation of Options (Jul 1990)

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

52.223-4 -Recovered Material Certification (May 2008)

As required by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. 6962(c)(3)(A)(i)), the offeror certifies, by signing this offer, that the percentage of recovered materials content for EPA-designated items to be delivered or used in the performance of the contract will be at least the amount required by the applicable contract specifications or other contractual requirements.

(End of Provision)

52.233-2 - Service of Protest (Sep 2006)

(a) 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 Network Contracting Office 8 Matthew Lucas, 10000 Bay Pines Blvd. Bldg 2 RM 315 Bay Pines FL 33744.

(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)

852.233-70 Protest content/alternative dispute resolution

(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)

852.209-70 Organizational Conflicts of Interest (JAN 2008)

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

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

(c) Based on this information and any other information solicited or obtained by the contracting officer, the contracting officer may determine that an organizational conflict of interest exists which would

warrant disqualifying the contractor for award of the contract unless the organizational conflict of interest can be mitigated to the contracting officer's satisfaction by negotiating terms and conditions of the contract to that effect. If the conflict of interest cannot be mitigated and if the contracting officer finds that it is in the best interest of the United States to award the contract, the contracting officer shall request a waiver in accordance with FAR 9.503 and 48 CFR 809.503.

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

(End of Provision)

852.215-70 Service-Disabled Veteran-Owned and Veteran-Owned Small Business Evaluation Factors

(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 Clause)

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)

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.

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 Provision)

852.252-70 Solicitation provisions or clauses incorporated by reference (JAN 2008)

The following provisions or clauses incorporated by reference in this solicitation must be completed by the offeror or prospective contractor and submitted with the quotation or offer. Copies of these

provisions or clauses are available on the Internet at the Web sites provided in the provision at FAR 52.252-1, Solicitation Provisions Incorporated by Reference, or the clause at FAR 52.252-2, Clauses Incorporated by Reference. Copies may also be obtained from the contracting officer.

(End of Provision)

852.270-1 REPRESENTATIVES OF CONTRACTING OFFICERS (JAN 2008)

The contracting officer reserves the right to designate representatives to act for him/her in furnishing technical guidance and advice or generally monitor the work to be performed under this contract. Such designation will be in writing and will define the scope and limitation of the designee's authority. A copy of the designation shall be furnished to the contractor.

(End of Provision)

852.273-74 Award without exchanges.

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

(End of provision)

INSTRUCTIONS TO QUOTERS

Submitting your quote. Submit your company's quote in writing and on paper to the address specified on page 1 of this Request For Quotes (RFQ) or via e-mail utilizing either PDF or Word formats (5 Megabyte File Size Limitation). You may not submit more than one quote. If a concern submits more than one quote all quotes will be rejected from that concern.

Submission deadline. We must receive your quote at the address specified by the deadline specified on page one. We will not consider any quote that we receive after the deadline unless we receive it before we issue a purchase order and considering it will not delay our purchase. In case of an emergency that delays our operations and makes submission or receipt of your quote impossible, we will extend the deadline by one working day.

Terms and content of your quote. Your quote must be based on the terms of this RFQ. We might reject any quote that is not based on these terms in every respect. Your quote must contain all of the information described below.

Small Business Status. In order to submit a quote, you must know whether your company is a small business. The small business size standard that applies to this purchase is stated on page 1 of the RFQ, along with the North American Industry Classification System (NAICS) code on which it is based.

Issuance of contract. Your quote should contain your best terms. The Contracting Officer may reject any or all quotes. After the evaluation of quotes, the Contracting Officer may negotiate final terms with one

or more quoters of the Government's choice before issuing a contract. The Contracting Officer will not negotiate with any quoters other than those of the Government's choice and will not use the formal source selection procedures described in FAR Part 15.

The Contracting Officer may issue a contract to other than the quoter with the lowest price. We might issue an order for less than the quantity on which your quote is based, at the quoted price, unless you tell us that you will not accept an order on that basis.

The security form, Attachment D is provided for reference and must be submitted with the required detail at time of award.

Information to be submitted.

Put the following information on the first page of your quote:

1. RFQ Number
2. CONTRACTOR _____ (Contractor's Name)
3. ADDRESS _____ (Street)
4. _____ (City-State-Zip)
5. POINT OF CONTACT _____ (Name/Title)
6. PHONE NO. _____
7. E-MAIL _____
8. DUNS NUMBER _____
9. Your payment address;

Beginning on the second page of your quote, provide the following information in the following order:

1. All quotes shall include a statement regarding the terms and conditions herein as follows:

"The terms and conditions in the RFQ are acceptable to be included in the award document without modification, deletion, or addition."

OR

"The terms and conditions in the RFQ are acceptable to be included in the award document with the exception, deletion, or addition of the following:"

2. Complete the Certification Regarding Responsibility Matters starting on page 67 of the RFQ and submit it with the quote.

3. Complete and provide the Offeror Representations and Certifications, per 52.212-3, starting on page 41 of this document.
4. 852.209-70 Organizational Conflicts of Interest (JAN 2008), The offeror shall provide a statement with its offer which describes, in a concise manner, all relevant facts concerning any past, present, or currently planned interest (financial, contractual, organizational, or otherwise) or actual or potential organizational conflicts of interest relating to the services to be provided under this solicitation. The offeror shall also provide statements with its offer containing the same information for any consultants and subcontractors identified in its proposal and which will provide services under the solicitation. The offeror may also provide relevant facts that show how its organizational and/or management system or other actions would avoid or mitigate any actual or potential organizational conflicts of interest.
5. **ACKNOWLEDGMENT OF AMENDMENTS:** The offeror acknowledges receipt of amendments to the Solicitation numbered and dated as follows:

AMENDMENT NO	DATE

Add rows as needed.

The above amendment section must be filled-out in the event that an Amendment(s) is sent to the offeror or posted to www.fbo.gov and must be returned with the RFQ package. Failure to acknowledge amendment(s) may constitute the rejection of the offer.

6. Offerors shall complete **the Attachment B, Pricing Schedule. Not completing the pricing will result in disqualification.**
 - a. Offerors shall provide only one quote. Non-compliance with this requirement will result in disqualification of all quotes.

FACTOR 1: TECHNICAL CAPABILITY

7. Offerors shall provide a narrative (including any descriptive literature) demonstrating the technical capability and qualifications based on the following (5) five technical subfactors. All subfactors must be addressed or the quote will be disqualified. Narratives that are submitted which merely restate the requirement or states that the requirement will be met, without providing supporting rationale will be determined unresponsive.
 1. Offeror's proposed solution for the X-Ray C-Arm Fluoroscopy Unit Requirements. Narrative shall include transportability of the X-Ray C-Arm Fluoroscopy Unit for each ESWL procedure

scheduled and performed; the minimum power provide by the unit's generator; the peak kilovoltage; the electric current range; and the cleansing/disinfecting requirements/protocols.

2. Offeror's proposed solution for the Lithotripter and Treatment Table requirements. Narrative shall include transportability of the Lithotripter and Treatment Table; minimum penetration depth of the Lithotripter; minimum weight limit, coordinate directions and position/inclination accommodations of the Treatment Table.
3. Offeror's proposed solution for the preventative maintenance of the equipment. Narrative shall include proposed equipment and maintenance protocol and schedule. Discussion shall include offeror's rationale for utilization of said maintenance schedule in light of commercial practices and medical standards. Offeror's shall include a plan to minimize equipment downtime and repair turnaround time.
4. Offeror's proposed solution for Staffing/Contractor Personnel. Narrative shall be provided for at least two (2) Key Personnel, which clearly states qualifications, experience, training and other information as identified in the Performance Work Statement. Resumes/CVs shall be submitted for all Key Personnel to be assigned to this contract. Documentation that supports the individual's qualifications should also be submitted (i.e., certificates, licenses, etc.). The resume must indicate clearly whether it is for a current employee/recruit of the offeror or a proposed new hire/recruit. If the resume is for a proposed new hire, a letter of intent to accept employment with the offeror and this assignment, signed by the individual, must be furnished with the offer.
 - a. Contractor shall submit a listing of key personnel in the following format
 - i. Provider Name: _____ Credential: _____
 - b. Curriculum Vitae of each key personnel shall be submitted with the proposal.
5. Offeror's proposed solution for establishing and maintaining the lithotripsy procedure schedule. Narrative shall include an offeror's ability to schedule mobile lithotripsy services; the minimum notification needed; and ability to respond to urgent/emergency request for services in accordance with the requirements set forth in the Performance Work Statement. Narrative should also include the offeror's proposed contingency plan for the continuation of services that would be utilized if a Contractor staff member leaves the Contractor's employment or is unable to continue performance in accordance with the terms and conditions of the resulting contract.

FACTOR 2: PAST PERFORMANCE

8. The offeror is required to provide as part of the offer up to three (3) separate and recent references. Identify other Federal, State, or local government contracts, along with private

sector contracts, that are of a similar scope, size, and complexity that are ongoing, or that have been active within the past three years. The Offeror is also to utilize the Past Performance Questionnaire included as an Attachment A in the Solicitation. Questionnaires must be submitted to the Contracting Specialist via email (john.hamilton2@va.gov) by February 23, 2016. Questionnaires must be submitted by the REFERENCE, not the Offeror.

Offerors with no relevant past performance history will not be evaluated favorably or unfavorably on past performance. The past performance information obtained will be used for both this evaluation factor and the offeror's responsibility determination.

FACTOR 3: SDVOSB PARTICIPATION

9. Offerors qualifying as service-disabled veteran-owned small businesses will receive full credit and offerors qualifying as veteran-owned small businesses will receive partial credit for the Socio-economic status.

To qualify as a SDVOSB or VOSB, the offeror must be registered at the time of your quote submission, and certified at time of award, by The Center for Veterans Enterprise at www.vetbiz.gov.

Offerors proposing to use veteran-owned or service-disabled veteran-owned small businesses as subcontractors will receive more favorable consideration under the Proposed Use of Veteran-Owned and Service-Disabled Veteran-Owned Small Business Subcontractors evaluation factor. To qualify, the subcontractor(s) must be registered and certified by The Center for Veterans Enterprise at www.vetbiz.gov.

FACTOR 4: PRICE

10. The offer should contain the offeror's best terms from a price standpoint.

The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options shall not obligate the Government to exercise the option(s). The additional optional period covered by FAR part 52.217-8, Option to Extend Services, is for evaluation purposes only.

Vendors shall provide a minimum quote acceptance period of **90** days after RFQ closing for offers

Data Universal Numbering System (DUNS) Number. (Applies to all quotations exceeding \$3,000, and quotations of \$3,000 or less if the solicitation requires the Contractor to be registered in the System for Award Management (SAM) database.) The quoter shall enter, in the block with its name and address on the cover page of its quotation, the annotation "DUNS" or "DUNS+4" followed by the DUNS or DUNS+4 number that identifies the quoter'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 quoter to establish additional SAM records for identifying alternative Electronic Funds Transfer (EFT) accounts (see FAR Subpart 32.11) for the same concern. If the quoter does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. A quoter within the United States may contact Dun and Bradstreet by calling 1-866-705-

5711 or via the internet at <http://fedgov.dnb.com/webform>. A quoter located outside the United States must contact the local Dun and Bradstreet office for a DUNS number. The quoter should indicate that it is a quoter for a Government contract when contacting the local Dun and Bradstreet office.

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

(END OF ADDENDUM 52.212-1)

Per FAR 13.106-2 - Evaluation of Quotations or Offers:

The Government intends to award a single contract as a result of this Request for Quote to the responsible offeror whose offer conforms to the solicitation requirements using the following Evaluation Factors.

Factor 1: Technical Capability

Sub-factor 1: Offeror's proposed solution for the X-Ray C-Arm Fluoroscopy Unit Requirements.

Subfactor 2: Offeror's proposed solution for the Lithotripter and Treatment Table requirements.

Subfactor 3: Offeror's proposed solution for preventative maintenance of the equipment.

Subfactor 4: Offeror's proposed solution for Staffing/Contractor Personnel.

Subfactor 5: Offeror's proposed solution for establishing and maintaining the lithotripsy procedure schedule.

Factor 2: Past Performance

Factor 3: SDVOSB/VOSB Participation

Factor 4: Price

The relative importance of each factor above is shown in descending order of importance. Sub-factors are of equal importance.

Non-price factors when combined are significantly more important than price.

Award and documentation will be in accordance with FAR Part 13.106-3.

LIST OF ATTACHMENTS:

Attachment A – Past Performance Questionnaire

Attachment B – Pricing Schedule

Attachment C – Wage Grade Determination

Attachment D – Contract Security Requirements (NACI)(FOR REVIEW PURPOSES)

Attachment E – Sample QASP

Attachment F - New Vendor Form