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## SECTION B - CONTINUATION OF SF 1449 BLOCKS

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

### B.1 CONTRACT ADMINISTRATION DATA

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

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

a. CONTRACTOR:

b. GOVERNMENT: Contracting Officer: Wanda S. Mitchell-Moses

Department of Veterans Affairs  
Atlanta VA Medical Center  
1670 Clairmont Rd  
Decatur GA 30033

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

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

☐ 52.232-36, Payment by Third Party

3. INVOICES: Invoices shall be submitted in arrears:

a. Quarterly ☐

b. Semi-Annually ☐

☒ c. Other [Monthly in Arrears]

4. GOVERNMENT INVOICE ADDRESS: All invoices from the contractor shall be mailed to the following address:

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

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

AMENDMENT NO

DATE

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
5. **DUNS NUMBER:** Provide the Dun and Bradstreet number assigned to your firm in the space provided below:

DUNS NUMBER \_\_\_\_\_

## **PERFORMANCE WORK STATEMENT**

### **1. GENERAL RESPONSIBILITIES**

- A. Contractor services will be furnished to beneficiaries for whom such care is specifically authorized by the Department of Veterans Affairs (VA) and are homeless with substance abuse and/or other mental health diagnosis. Negative drug screens will not be a requirement for admission. It is understood that the type of patients to be cared for under this contract will require care and services above the level of room and board. The per diem rate established will be an **all inclusive** rate. Care will include, but not be limited to:
1. Structured group activities, including physical activities as appropriate.
  2. Instruction in and assistance with health and personal hygiene.
  3. Monitoring of medications, including locked drawers for storage of medication.
  4. Supportive social services, in collaboration with the HCHV/HUD-VASH program staff, or other contract resources.
  5. Individual case management, including professional counseling on self care skills, adaptive coping skills as appropriate, vocational rehabilitation referrals.
  6. Assistance in learning and development of responsible living patterns to achieve a more adaptive level of psychosocial functioning upgraded social skills and improved personal relationships.
  7. Support for an alcohol/drug abuse free lifestyle by maintaining a drug and alcohol free environment.
  8. Routine and as needed/indicated breathalyzer and urine drug screening.
  9. Assistance in learning, testing and internalizing knowledge of the illness/recovery process for homelessness.
  10. Employment placement and job training.
  11. Housing services to include permanent affordable placement.
  12. No pornographic material allowed on the premises. This applies to staff and Veterans.
  13. Employees should not fraternize with Veterans.
- B. Unless authorized by HCHV program and transitional housing personnel, absences from transitional house will not be reimbursed. For emergencies, such as death of immediate family member, Veteran must provide appropriate documentation to substantiate request for absence. In situations where the Veteran is hospitalized, every effort will be made to re-admit Veteran to the facility upon release. If Veteran is away from the facility, the facility must provide an incident report within 24 hours. For example, the Veteran does not return (miss curfew), etc.
- C. Contractor shall assist the Veteran with transportation to scheduled meetings and appointments including information and instruction so that they can utilize public transportation. If public

transportation is not available due to in operational at certain times, contractors will provide transportation for Veterans until Veteran secures transportation or is no longer in the program.

- D. Veterans served through VA's HCHV residential contract/emergency housing program must have client level data entered into the local community Continuum of Care's (CoC) HMIS. Data entered must include, at a minimum, the Universal Data Elements from the 2010 HMIS Data Standards. The Contractor is must complete training and register with the local Continuum of Care's (CoC) HMIS to enter client level data.

E. Housing Services:

Supervision shall be provided in accordance with VA policy and regulations. The Contractor shall be responsible for admitting veterans, assessing veterans, including initial and ongoing assessments, care planning; including the care-planning process, coordinating, supervision, and evaluating the care and services provided; scheduling visits or hours; and discharge planning.

F. Residential Room and Board:

1. Clean and sanitary housing shall be provided to all veterans. The housing shall provide appropriate space for clothing and personal items.
2. Indoor recreation/lounging areas shall be provided for all veterans

G. Laundry:

The Contractor shall furnish, on site, adequate laundry facilities for veterans to do their own laundry. Adequate detergent is provided when Veteran is unable to purchase due to a lack of money. Also, health and personal hygiene items shall be made available to residents who cannot provide the necessary items for themselves.

H. Community Agency:

The contractor's facility must have a current occupancy permit or license, as required by the authority that has jurisdiction to issue such. The Contractor must adhere to all applicable local, state and federal laws.

I. Records and Reports:

An individual client record will be maintained on each veteran admitted, including reasons for referral, and documentation of veterans' progress within the program. This should also include sign in sheets whenever possible. Contractor shall maintain in Veteran's file:

1. All essential identifying data relevant to the resident and his/her family including a socio-cultural assessment.
2. Data relating to the resident's admission.
3. Copies of any medical prescriptions issued by VA physicians, including orders, if any, for medications to be taken.
4. Contractor's staff members attend periodic staffing at the VA's treatment team.
5. Discharge summaries on each resident who leaves the program, to include reason for leaving, the resident's future plans, and follow-up locator information.
6. Individual case records will be maintained in confidence as required by U.S.C. Title 42, Chapter I, Part II, "Confidentiality of Alcohol and Drug Abuse Patient Records."
7. Records will be accessible to the evaluation study required by Congress.
8. Periodic Reports will be provided to the VA (i.e. Fiscal Accountability) as required.

9. Monthly listing of veterans discharged and date of discharge shall be submitted to the VA.
10. Contractor shall notify designated individuals within 24 hours of discharge, either telephonically or fax.
11. Contractor needs to maintain a daily sign-in/sign-out log.
12. The C&A requirements do not apply. A Security Accreditation Package is not required.

J. Staffing:

1. Contractor must provide sufficient staff in number and position qualifications to carry out the policies, responsibilities and programs of the facility.
2. At a minimum, there must be a full-time administrative staff member or his/her staff designee on duty at the premises or residing at the house and available for emergencies 24 hours a day, 7 days a week.

K. Dietetic Services:

Patient dietary needs shall be met in accordance with sound medical practice and will include the following:

1. At least three (3) nutritious meals shall be served daily at regular times. Bag lunches shall be provided for working individuals who will not be at housing during that meal. Between-meal or bedtime snacks of nourishing quality shall be offered.
2. Food shall be prepared, served, and stored under sanitary conditions.
3. Sanitary procedures shall be established and maintained for washing dishes, cleaning equipment, and work areas, and for proper waste disposal.
4. The dietary needs of all veterans shall be met in accordance with sound nutrition consistent with USDA standards. USDA dietary guidelines may be found at: <http://www.cnpp.usda.gov/dietaryguidelines.htm>
5. Menus must be posted weekly.

L. Medications Including Controlled Substances:

Medications including controlled substances shall be properly stored and controlled. The proper issuance upon orders from physicians shall be provided by the VA and recorded. Veteran's medication list will be provided to Contractors, upon request.

M. Referral Process:

1. The Contractor agrees that it does not maintain nor provide dual or segregated facilities, which are segregated on the basis of religion, race, creed, color or national origin. In addition, Contractor agrees that subcontracting will not be resorted to as a means of circumventing this provision.
2. The VA Healthcare for Homeless Veterans (HCHV) treatment team, in collaboration with the existing community homeless program staff, shall identify and refer patients to the contractor.
3. The patient shall receive a clinical assessment by the VA before referral to the Contractor. Additionally, a negative TB screen within the past year will be required prior to referral.
4. The VA Case Manager/Liaison shall arrange admissions of veterans with the Contractor. The Contractor shall record the date and time of admission in the Veteran's file and include such information on the first monthly invoice. VA arranged admissions of veterans shall not include treatment and/or residence of veterans beyond 4 months, unless the Contracting

Officer's Technical Representative (COTR) has specifically authorized a stay/treatment beyond 6 months.

5. The facility agrees to provide VA staff safe and secure climate controlled office space that offers privacy and sufficient space to interview Veterans.

N. Location:

The program shall be within 15 miles of the Atlanta VAMC. The program shall be located within .50 miles of a public transit route.

## **2. EMERGENCY PLAN**

- A. It is agreed that the Contractor will notify the Liaison immediately when a medical emergency or hospitalization of the veteran occurs. It is agreed that the veteran will be referred to the nearest medical facility/provider for treatment.
- B. In the event a Veteran dies, the facility will promptly notify the Liaison and immediately assemble, inventory, and safeguard the patient's personal effects. Any fund deposits and personal effects left by Veteran on the premises of the facility shall be delivered by the facility to the person or persons entitled thereto under the laws currently governing the facility for making disposition of funds and effects left by patients, unless the beneficiary died without leaving a will, heirs, or next of kin capable of inheriting. When disposition has been made of the itemized inventory notating the disposition of the funds and effects, the Contractor shall notify the COTR at the Atlanta VA Medical Center. Should a deceased patient leave no will, heirs or next of kin, his/her personal property and funds, wherever located, vests in and becomes the property of the United States in trust. In these cases the facility will forward an inventory of any such property and funds in its possession to the appropriate VA office and will hold them (except articles of clothing necessary for proper burial) under safeguard until instructions are received from the VA concerning disposition.

## **3. PERSONNEL & POLICY**

- A. The Contractor's employees shall be subject to the same quality assurance standards of a quality meeting or exceeding current recognized national standards as established by CARF and/or Joint Commission (JC). The Contractor shall perform services in accordance with the ethical, professional and technical standards of the healthcare industry. The contractor's employees shall be technically proficient in the skills necessary to fulfill the Government requirements, to include the ability to speak, understand, read and write English fluently.
- B. In accordance with 29 Code of Federal Regulations (CFR), Part 1925, Safety and Health Standards for Federal Services Contracts, none of the services required by this contract shall be performed in building, surroundings, or under any working conditions provided or controlled by the contractor, that are deemed unsanitary, hazardous, or otherwise dangerous to the health and safety of the contractor's employees or VA beneficiaries. The minimum standards for facilities furnishing Transitional Housing for Homeless Veteran Services under this contract shall be those listed in the latest edition of 42 CFR and National Fire Protection Association (NFPA) 101, Life Safety. CFR and NFPA may be found at:



<http://www.gpoaccess.gov/cfr/>

<http://www.nfpa.org/aboutthecodes>

- C. The Contractor shall not maintain, nor provide, dual or segregated patient facilities based on race, creed, color, national origin, or religious belief. The Contractor may neither require such segregated use by written or oral policies nor tolerate such use by local custom. The term facilities shall include but not be limited to rooms, wards, sections, eating areas, drinking fountains, and entrances. The VA shall have the right to inspect the facility and all appurtenances by authorized representative(s) designated by the VA Medical Center to determine whether acceptable standards are maintained and adequate care is being rendered.
- D. The Contractor shall assume full responsibility for the protection of its personnel furnishing services under this contract. To carry out this responsibility, the Contractor shall provide the following to the personnel:
  - 1. Worker's compensation
  - 2. Professional liability insurance
  - 3. Health examinations
  - 4. Income tax withholding, and
  - 5. Social security payments
- E. Payment for any leave, including sick leave or vacation time is considered the responsibility of the contractor. The contractor shall follow all existing local, state, federal and/or union laws/regulations relevant to fringe benefits and premium pay for their employees. Such personnel shall not be considered VA employees for any purpose.

#### **4. ORDERING ACTIVITIES AND OFFICES**

- A. VA shall designate a Contracting Officer Technical Representative (COTR) to monitor contractor performance and assist in contract administration. A Delegation of Authority (DOA) delineating the responsibilities and limitations of the COTR shall be provided. Any commitment or changes, which affect the price, quantity, authority to amend, render decision on questions of fact in dispute and related contract administration problems are duties of the Contracting Officer and cannot be re-delegated.
- B. The Contractor shall not accept any instructions issued by another other person(s) other than the Contracting Officer or the COTR acting within the limits of his/her authority. Only those services specified herein are authorized.

#### **5. HEALTH REQUIREMENTS**

- A. Contractor certifies that his/her employees have received the following testing/immunizations within the past year and will maintain coverage during the contract period:

1. Tuberculosis Testing – the PPD test or radiological exam shall be repeated annually.
2. Rubella Testing – all contract personnel shall provide proof of immunization for measles, mumps, rubella, or rubella titer of 1:8 or greater. If the titer is less than 1:0, the rubella immunization must be administered with follow-up documentation to the COTR.
3. Immunizations – for purposes of infection control, all contract employees shall take required immunizations and any health action required by generally accepted public health standards and any immunizations necessitated by any outbreaks in the area/community. Contract personnel will not be allowed to perform duty until immunization documentation is provided to the COTR.
4. If there is potential for exposure to bloodborne pathogens or other potentially infectious materials (OPIM), there should be documentation indicating employees have taken or declined Hepatitis B series vaccination.

## **6. CONFIDENTIALITY**

- A. All Contractor personnel shall observe the requirements imposed on sensitive data and information by law, Federal regulations, VA statutes and policy, Veterans Health Administration (VHA) policy and guidelines and the associated requirements to ensure appropriate screening of all personnel (e.g., Privacy Act of 1974, Public Law 93-579, the requirements of the FPM 731, Subchapter 2 under E.O. 10450, etc.). Public Law 93-579 may be found at:

<http://privacy.defense.gov/files/pa1974.pdf>

- B. Contractor personnel who obtain access to hardware or media which may store drug or alcohol abuse data, sickle cell anemia treatment records, records of tests or treatment for or infection with Human Immunodeficiency Virus (HIV) or medical quality assurance records protected by 38 U.S.C. 5701, 5705 and 7332, as defined by the Department of Veterans Affairs, shall not have access to the records unless absolutely necessary to perform their contractual duties.

## **7. RELEASE OF MEDICAL INFORMATION**

- A. The Contractor shall only release medical information obtained during the course of this contract to other Contractor or VA employees involved in the care and/or treatment of that individual patient. Patient demographics shall be treated as privileged information. Lists, names, and/or social security numbers of patients shall not be disclosed or revealed any way, for any use outside the contractor's facility or without prior express written permission of the Contracting Officer.
- B. Transcribed reports containing personal identifiers, as identified below, when not used as an official document, must be shredded by the contractor.
- C. The Contractor is subject to the provisions of the Privacy Act of 1974 (Public Law 93-579); the Comprehensive Alcohol and Abuse and Alcoholism Prevention, Treatment

and Rehabilitation Act of 1972 (Public Law 93-282); the Drug Abuse Office and Treatment Act of 1972 (Public Law 92-255); and all other Federal or State statutes regarding confidentiality of patient information.

- D. All patient medical records will be maintained in accordance with State, JC and/or CARF standards. All clinical and legal (i.e., 5150 and 52500 forms, records and treatment plans, of VA beneficiaries treated by the contractor, shall be forwarded to the VA office upon discharge for inclusion in the patient's VA medical record. Records shall be forwarded by courier or second (2<sup>nd</sup>) day Federal Express. This is not an additional cost to the Government. Records of treatment shall not be given to patients or their families for transfer to the VA.
- E. Discharge summaries shall be forwarded to the Liaison/Case Manager within 10 calendar days after the patient's discharge. Discharge summaries shall be addressed to:

Department of Veterans Affairs  
**Attn: Sally Eddins, Homeless Program Coordinator**  
Atlanta VA Medical Center  
1670 Clairmont Rd  
Decatur GA 30033

VA shall be provided access to medical records in the contractor's facility regarding a veteran's care under this contract.

## **8. INVOICE AND PAYMENT**

- A. The Contractor shall submit invoices monthly. Invoices shall include, at a minimum, the information requested in FAR clause 52.212-4 Contract Terms and Conditions – Commercial Items, paragraph (g) Invoice and any additional details necessary to identify services rendered. Invoices shall be addressed to:

VA Finance Service Center  
PO Box 149971  
Austin, TX 78714
- B. A customer copy of invoice (clearly marked **NOT FOR BILLING PURPOSES**) with patient data, (e.g.: names, last four digits of SSN or other identification number, type of procedure(s) performed with associated (CPT) code(s), date service(s) performed, and unit price show for each service) shall be sent to the Liaison at the Atlanta VA Medical Center.
- C. Invoices submitted for payment shall be reviewed for accuracy, verified against patient records, time records and attendance logs and shall be approved by Liaison/Case Manager prior to remittance of payment. Any discrepancies found shall be brought to the attention of the Contractor for resolution. A corrected copy of the invoice must be submitted by the Contractor, as instructed by the Liaison.

- D. Invoices shall include all charges for care provided and payment made shall constitute total cost for services rendered. No additional charges are to be billed to the patient, the patient's family, or the patients' insurance by the Contractor, the facility or by any other party furnishing services for such care, unless otherwise authorized by the Liaison.

## **9. COMMUNICATION**

- A. The Contractor shall ensure that his/her employees maintain open and professional communication with members of the VA and veterans/residents. Complaints validated by the Liaison, and Performance Improvement Service (PIS), shall be reported in writing to the CO, and the COTR, and forwarded to the Contractor for action.
- B. Failure by the Contractor to correct validated complaints in a timely manner, when raised by the Atlanta VAMC staff and the CO, shall be considered a failure to perform, and if significant, contract default procedures may be initiated by the Contracting Officer.

## **10. THE JOINT COMMISSION AND/OR CARF GUIDELINES**

- A. The Contractor must perform the required work in accordance with, Joint Commission (JC) and/or CARF standards. The Contractor is required to develop and maintain the following documents for each Contractor employee working on the contract. The Contractor will provide current copies of these records annually, to the COTR, or upon request, for each Contractor employee working on the contract.
1. Credentials and qualifications for the job;
  2. A current competency assessment checklist (an assessment of knowledge, skills, abilities and behaviors required to perform a job correctly and skillfully);
  3. Proof of knowledge and skills required to provide care for certain patient populations, as appropriate;
  4. Current performance evaluation supporting ability of Contractor employee to successfully perform the work required in this solicitation;
  5. Listing of relevant continuing education for the last two years.

## **11. QUALITY ASSESSMENT STANDARDS**

- A. Contractor employees shall be subject to the same quality assessment standards as established by the VA. The contract health care provider shall perform services in accordance with ethical, professional, and technical standards of the health care industry. Persons provided by the Contractor shall be technically proficient in the skills necessary to perform the services described herein

## **12. VETERAN SENSITIVITY**

- A. The Contractor shall respect and maintain the basic rights of veterans, demonstrating concern for personal dignity and human relationships.
- B. Complaints shall be investigated individually. Contract health care providers receiving more than two (2) verified complaints from COTR, Veteran Advocate, Health Care Coordinator (HCC), Case Managers or Social Workers related to sensitivity within any

consecutive three (3) month period shall require the contract health care provider to complete a sensitivity training class before continuing to provide services under the is contract. Contract health care provider's participation in sensitivity training class shall be the sole responsibility of the Contractor at no expense to the Government. Depending upon the nature and severity of the complaint, the Government reserves the right to suspend performance of subject contract health care provider or prohibit performance altogether, as deemed appropriate.

### **13. CONTRACTOR POINT OF CONTACT**

- C. The Contractor shall designate a Contractor Point of Contact (CPOC) who shall be responsible for the performance of the work under this contract. The liaison shall have full authority to act for the Contractor on all matters relating to the daily operation of this contract. The liaison may be a contract health care provider performing under this contract. An alternate may be designated, but the Contractor shall identify, in writing, those times when the alternate shall act as the liaison.
- D. Contractor shall provide CPOC information prior to contract award. The CPOC may be a provider providing care in accordance with this statement of work. An alternate may be designated, but the Contractor shall identify, in writing, those times when the alternate shall be the CPOC. The CPOC or alternate shall be available by telephone, seven days a week, 24-hours per day, including Federal holidays.
  - 1. **VA Contractor Point of Contact (CPOC):** Information should be filled in by the contractor in the Contract Administration Data Section.

### **14. DEFINITIONS & ABBREVIATIONS**

- A. The following terms, when used in the contract shall be construed and/or interpreted as follows, unless the context expressly requires a different construction and/or interpretation. In the event of a conflict in language between the definitions and the other sections of this contract, the language in specifications shall govern.
  - 1. Service location: Any location at which a patient obtain service covered by the contractor pursuant to this contract.
  - 2. Subcontract: A contract entered into by the contractor with any other organization or person who agrees to perform any function or service for the contractor specifically related to securing or fulfilling the contractor's obligations to VA under the term of this contract
  - 3. Contracting Officer: Government employee assigned the responsibility of executing, administrating and providing direction on a contract.
  - 4. Contracting Officer Technical Representative (COTR): Government employee to whom the contracting officer delegates limited authority for certain contractual-related decisions.

- a. Delegation of Authority as outlined in Veterans Acquisition Regulations (VAAR) 801.603-70. In carrying out the responsibilities outlined in the Federal Acquisition Regulations (FAR) the contracting officer may designate another Government contracting officer, or other Government employee to furnish technical guidance and advice or generally supervise work under a Government contract.
5. ADTP: Addictive Disorder Treatment Program
6. ASI: Addictions Severity Index
7. ASAM: American Society of Addiction Medicine
8. CARF: Commission on Accreditation of Rehabilitation Facilities
9. HCHV: Health Care for Homeless Veterans
10. HHS/OIG: Health and Human Services/Office of the Inspector General
11. HIPAA: Public Law 104-191, Health Insurance Portability and Accountability Act of 1996
12. JC: Joint Commission on Accreditation of Healthcare Organizations
13. QA: VA Quality Assessment, which periodically checks the contractor's QC program effectiveness in ensuring performance standard are maintained and evaluates performance.
14. QC: The contractor's quality control program, which is in place to ensure the quality of contract performance and correct any discrepancies which occur, within need for VA intervention.

## **15. REGULAR MEETINGS**

- A. Quarterly or other increments, as mutually agreed upon between the VA and the Contractor, shall be conducted. More frequent meetings may occur as needed. The Contractor, upon request, shall provide quality data and information related to services provided and participate in the VA's Performance Improvement Program when requested to do so.

## **16. SITE INSPECTION**

- A. The Atlanta VA Medical Center may conduct an inspection of facility(s) prior to and anytime during the contract performance. The Contractor shall permit on-site visits by VA to assure compliance with contract requirements. Contractor shall make all records accessible for a review.

## **17. CONFLICT OF INTEREST & ETHICS**

- A. The Contractor shall not employ any person who is an employee of the United States Government if the employment of that person creates a conflict of interest. The Contractor shall not employ any person who is an employee of the Department of Veterans Affairs (VA) unless such person seeks and receives approval in accordance with VA Regulations. Nor shall the Contractor employ any person who is a member of the immediate family of a VA employee employed at the VA Health Care System if the employment of that family member would create a conflict of interest or appearance of a conflict of interest, particularly with regard to influencing the contract negotiations, terms of the contract, or the work carried out under the contract. In any such case, the VA must review the matter and give its approval in accordance with agency ethics rules. Contractor shall ensure no violation of ethics occurs between VA staff, VA patients and families of VA staff. Staff shall not accept, solicit, allow or invite gifts, gratuities, sales of items, etc. Any occurrence shall be reported to the CO & COTR along with corrective action taken, and the reports will be kept on file for the duration of the contract.

#### **18. MODIFICATIONS AND AMENDMENTS**

- A. This agreement outlines the procedures of a healthcare process to be used in the treatment of enrolled VA patients. VA and the Contractor shall work closely with each other to identify and/or clarify any clinical, administrative or quality issues that may arise. The Contracting Officer is the only authority authorized to issue any modification and/or supplemental agreements needed to reflect any changes to which the parties mutually agree.

#### **19. HEALTH AND HUMAN SERVICES-OFFICE OF INSPECTOR GENERAL**

- A. To ensure that the individuals providing services under the contract have not engaged in fraud or abuse regarding Sections 1128 and 1128A of the Social Security ([http://www.ssa.gov/OP\\_Home/ssact/title11/1100.htm](http://www.ssa.gov/OP_Home/ssact/title11/1100.htm)) regarding federal health care programs, the contractor is required to check the Health and Human Services-Office of Inspector General (HHS/OIG), List of Excluded Individuals/Entities on the OIG Website ([www.hhs.gov/oig](http://www.hhs.gov/oig)) for each person providing services under this contract. Further the Contractor is required to certify in its proposal that all persons listed in the contractor's proposal have been compared against the OIG list and are not listed. During the performance of this contract the Contractor is prohibited from using any individual or business listed on the List of Excluded Individuals/Entities.

#### **20. HIPAA COMPLIANCE**

- A. Contractor must adhere to the provisions of Public Law 104.191, Health Insurance Portability and Accountability Act (HIPPA) of 1996 and the National Standards to Protect Privacy and Security of Protected Health Information (PHI). As required by HIPPA, the Department of Health and Human Services (HHS) has promulgated rules governing the security and use disclose of protected health information by covered entities, including the Department of Veterans Affairs (VA). In accordance with 45 CFR 164.502(e), the Privacy Rule includes exceptions to Business Associate Standard. This requirement meets the exception and does not require a Business Associate agreement in

order to cover entity to disclose Protected Healthcare Information to a health care provider for treatment.

## **21. GEOGRAPHIC LOCATION/ ADA ACCESSIBILITY**

- A. Contractor shall adhere to ADA compliance requirements to enable access for patients using wheelchairs (manual & motorized, as well as other mobility aid devices). Contractor shall provide a map of location to include public transportation availability and “closest bus stops”.
- B. Contractor’s facility where services are to be provided shall be within the catchment of Atlanta VA Medical Center. Submit with your offer the physical address to include building and room numbers, areas of geographic coverage, map of local area, etc.
  - 1. Contractor's facility where services are to be provided shall be within 15 miles of the Atlanta VAMC. The facility must be located within .50 miles from the Public Transit System.

## **22. QUALIFICATIONS/ACCREDITATION/LICENSING**

- A. Contractor facility must meet the following:
  - 1. Contractor’s facility conforms to the Life Safety Code, National Fire Protection Association (NFPA) #101 standards
  - 2. Contractor’s facility meets all City and State requirements concerning licensing and health codes.
  - 3. Contractor possesses a valid California State Business License/Certificate of Occupancy.
- B. Basic Life Support (BLS), CPR/First Aid, (American Heart Association preferred) for Contractor’s staff

## **23. SUBCONTRACTORS**

- A. If applicable, subcontractors must meet equivalent certification, licensing, background investigations and accreditation qualifications standards as the Contractor. No administrative fee will be charged to Atlanta VA Medical Center by the contracting agency for arranging sub-contracted services. Payments will only be made to the Contractor with whom the Atlanta VA Medical Center has an established contract. It is that Contractor’s responsibility to pay all subcontractors.

## **24. DRUG SCREENING**

- A. Contractor is responsible that their employees are not using drugs and/or alcohol while on duty and are subject to random alcohol and drug testing performed by the Contractor. The Contractor is responsible for all cost. They are also subject to drug testing when there



is a reasonable suspicion that they use or are impaired by illegal drugs while on duty. Reasonable suspicion of drug use or impairment includes, but is not limited, to the following:

1. Observable phenomena, such as direct observation of drug use, possession or the physical symptoms of being under the influence of a drug;
2. A pattern of abnormal conduct or erratic behavior;
3. Arrest or conviction for a drug-related offense or the identification of a Contractor physician as the focus of a criminal investigation into illegal drug possession, use or trafficking.

## **25. APPLICABLE PUBLICATIONS**

- A. The Contractor shall adhere to the Patients' Rights and Responsibilities. The publications are maintained by the Government and are available through the COTR. At any time, these publications are subject to change, made in the form of supplements or amendments issued at any organizational level and may affect contract performance.

## **26. QUALITY CONTROL AND PERFORMANCE IMPROVEMENT**

- A. Performance Improvement:
  1. Contract health care providers shall be subject to the same quality assessment standards as established by the VA, and shall perform services in accordance with ethical, professional, and technical standards of the health care industry. Contract health care providers shall be technically proficient in the skills necessary to perform the services described herein, and shall be responsible for compliance with all procedures in accordance with applicable VA written policies and procedures. They shall not introduce new procedures or services without prior recommendation to and approval of the VA or authorized representative.
  2. Non-acceptance of contract personnel does not relieve the Contractor from satisfying and fulfilling the Contract requirements.
  3. The agency shall develop, implement, and maintain an effective, ongoing organization-wide data-driven quality assessment and performance improvement program. The agency and Atlanta VA Medical Center will jointly review the quality and appropriateness of services provided to VA patients covered under the terms of this agreement.
  4. The agency shall provide to Atlanta VA Medical Center evidence of quality assessment and performance improvement activities, including patient and family satisfaction survey indicators and results of surveys. The agency shall maintain a record of VA patient complaints, including problem resolution. All quality assurance, performance improvement activities, and patient complaints and resolutions shall be

kept in a retrievable file and provided to the Atlanta VA Medical Center upon request and will be reviewed during the annual inspection.

5. Contractor compliance with maintaining and providing updated copies of insurance, licenses, and accreditation(s) are verified annually during agency inspection for 100% compliance.
6. Contractor shall fully comply with HIPAA/Privacy Act and VA patient incident reporting.
7. The Contractor shall develop a written plan for ensuring the evaluation, reporting, and maintenance of records related to infections among veterans, and as appropriate, among staff. Documentation of plan implementation shall be provided during annual inspection by VA staff, and as requested. The VA shall be notified of significant variances.
8. The Contractor shall abide by local laws and regulations with regard to abuse, neglect, and exploitation of the elderly and dependent adults, and will develop policies for prevention and dealing with any reports of such. Additionally, the contractor will notify the Liaison/Case Manager of any suspected or confirmed situations of neglect, exploitation, or abuse of a veteran or the expression of the intent to commit harm to self or others by a veteran.
9. The Contractor shall develop a written emergency preparedness plan to ensure continuing care and support in the event of an emergency, which would interrupt normal services to veterans.
10. The Contractor shall develop and maintain an equipment recall plan.

## 27. SUBCONTRACTING PLAN

- A. If contract is awarded to other than a small business for over \$550,000, a subcontracting plan is required in accordance with FAR 19.704 and the information subcontracting goals to be used are:

17.7%	Small Business
5%	Woman Owned Small Business
5%	Small Disadvantaged Business
3%	HUB Zone Small Business
3%	Service Disabled Veteran-Owned Small Business
5%	Veteran Owned Small Business

## 28. CONTRACTOR PERSONNEL SECURITY REQUIREMENTS

- A. The Office of Security and Law Enforcement provides Department-wide policy on the assignment of appropriate position sensitivity designations associated with Department of Veterans Affairs (VA) positions involving national security and public trust responsibilities, and on the level of background investigations required for applicants for, and incumbents of, those positions.
- B. IAW VA 0710 Handbook, appointees and contract personnel appointed to Low/Moderate/High Risk positions must be subjects of a background investigation conducted by OPM and receive a favorable adjudication from the VA Office of Security and Law Enforcement to ensure compliance with such policy. If such investigation has not been completed prior to contract commencement, the Contractor shall be responsible for the actions of those individuals performing under the contract.
- C. Should the contract require Contractor's personnel to maintain U.S. citizenship, the Contractor shall be responsible for compliance. Regardless of U.S. citizenship requirements, Contractor's personnel are required to read, write, speak, and understand the English language, unless otherwise specified in this contract or agreed to by the Government.
- D. The cost for such investigations shall be borne by the Contractor, either in advance or as reimbursement to the Government. The level of sensitivity shall be determined by the Government on the basis of the type of access required. The level of sensitivity will determine the depth of the investigation and the cost thereof. At this time, the current estimated costs for such investigations are as follows:

LEVEL OF SENSITIVITY	BACKGROUND INVESTIGATION LEVEL	APPROXIMATE COST
Low Risk	National Agency Check with Written Inquiries	\$ 231.00
Moderate Risk	Minimum Background Investigation	\$ 825.00
High Risk	Background Investigation	\$ 3465.00

- E. The Contractor shall be required to furnish all applicable employee information required to conduct the investigation, such as, but not limited to, the name, address, and social security number of the Contractor's personnel. The VA will provide all the necessary instructions and guidance for submission of the documents required to conduct the background investigation. Background investigations shall not be required for contract personnel assigned to Low Risk/non-sensitive positions for 180 days or less under a single contract or series of contracts. However, a Security Access Clearance (SAC) background screening will be required for appropriate preliminary checks IAW VA Directive 0710.

## **29. SMOKING POLICY**

- A. Smoking is not permitted within or around the patient's location for treatment.

## **30. POST- AWARD PERFORMANCE CONFERENCE**

- A. The Contracting Officer shall schedule a post-award performance conference with the Contractor if necessary for contract orientation purposes.

## **31. OVERTIME AND HOLIDAYS**

- A. Any overtime and/or holiday pay that may be entitled to the Contractor's employees shall be the sole responsibility of the Contractor and shall not be billed to nor reimbursed by the Government.

## **SCOPE OF WORK**

The intent of this Request for Proposal (RFP) VA-247-11-RP-0366 is to provide Transitional Housing for Homeless Veterans Services at the contractor facility for authorized beneficiaries of the Department of Veterans Affairs, Atlanta Medical Center in Decatur, Georgia. The resulting contract will be for a total of 5 years if all options are exercised (which is as at the Government's discretion). The IDIQ type contract is for halfway house services as specified in the schedule, performance work statement, and as outlined in the attachments thereto. This contract will be for a one-year base period with the Government having the option to exercise four (4) one-year option periods in addition. The number of quantities specified is the maximum estimated quantity and is subject to change. The Min/Max quantities set forth for each line item is the quantity the Government expects to order over the applicable ordering period of the contract.

**SCHEDULE OF SUPPLIES/SERVICES AND PRICE/COSTS**

The Base and Option Year(s) of the Contract are based on Period of Performance (POP) of 1 year based on a 12 month calendar year.

The guaranteed minimum contract amount, including the base year and any option years exercised, is \$30 and the maximum contract amount, including the base year and any option years exercised, shall not exceed \$900,000.00. Orders will be placed at time of award (or at time of option(s) exercised if applicable) for the estimated quantity for that period of performance.

**BASE YEAR:** March 1, 2012 through February 28, 2013

CLIN	DESCRIPTION	EST QTY	UNIT	UNIT PRICE	EST TOTAL
0001	Per Diem Rate Per Family based on a 24 hours service	3-4 Families Per Day = <b>48 Room Accommodations per Year</b>	EA		\$

**OPTION YEAR ONE:** March 1, 2013 through February 28, 2014

CLIN	DESCRIPTION	EST QTY	UNIT	UNIT PRICE	EST TOTAL
1001	Per Diem Rate Per Family based on a 24 hours service	3-4 Families Per Day = <b>48 Room Accommodations per Year ear</b>	EA		\$

**OPTION YEAR TWO:** March 1, 2014 through February 28, 2015

CLIN	DESCRIPTION	EST QTY	UNIT	UNIT PRICE	EST TOTAL
2001	Per Diem Rate Per Family based on a 24 hours service	3-4 Families Per Day = <b>48 Room Accommodations per Year</b>	EA		\$

**OPTION YEAR THREE:** March 1, 2015 through February 28, 2016

CLIN	DESCRIPTION	EST QTY	UNIT	UNIT PRICE	EST TOTAL
3001	Per Diem Rate Per Family based on a 24 hours service	3-4 Families Per Day = <b>48 Room Accommodations per Year</b>	EA		\$

**OPTION YEAR FOUR:** \_March 1, 2016\_through\_February 28, 2017\_

CLIN	DESCRIPTION	EST QTY	UNIT	UNIT PRICE	EST TOTAL
4001	Per Diem Rate Per Family based on a 24 hours service	3-4 Families Per Day = <b>48 Room Accommodations per Year</b>	EA		\$

**Total Base Year** \$ \_\_\_\_\_

**Total Option Year One** \$ \_\_\_\_\_

**Total Option Year Two** \$ \_\_\_\_\_

**Total Option Year Three** \$ \_\_\_\_\_

**Total Option Year Four** \$ \_\_\_\_\_

**GRAND TOTAL** \$ \_\_\_\_\_

**NOTE:** Costs quoted in the contract are inclusive of all incidental costs including but not limited to premium payments for applicable malpractice insurance coverage and the cost for required fingerprinting and background investigations of agency staff. This contract represents a firm-fixed price service contract. Services performed outside the scope of this contract are not authorized and will not be reimbursed by the Government.

## SECTION C - CONTRACT CLAUSES

### C.1 52.212-4 CONTRACT TERMS AND CONDITIONS--COMMERCIAL ITEMS (JUN 2010)

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

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

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

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

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

(d) Disputes. This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

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

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

(g) Invoice.

**VA-247-11-RP-0336**

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

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

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

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

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

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

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

(i) Payment.-

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



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

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

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

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

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

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

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

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

(D) Contractor point of contact.

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

(6) Interest.

(i) All amounts that become payable by the Contractor to the Government under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in Section 611 of the Contract Disputes Act of 1978 (Public Law 95-563), which is applicable to the period in which the amount becomes due, as provided in (i)(6)(v) of this clause, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid.

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

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

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

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

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

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

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

(A) The date fixed under this contract.

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

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

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

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

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

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

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

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

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

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

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

(m) Termination for cause. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms

and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

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

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

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

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

(r) Compliance with laws unique to Government contracts. The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. 3701, et seq., Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-58, Anti-Kickback Act of 1986; 41 U.S.C. 265 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. 423 relating to procurement integrity.

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

(1) The schedule of supplies/services.

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

(3) The clause at 52.212-5.

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

(5) Solicitation provisions if this is a solicitation.

(6) Other paragraphs of this clause.

(7) The Standard Form 1449.

(8) Other documents, exhibits, and attachments

(9) The specification.

(t) Central Contractor Registration (CCR).

(1) Unless exempted by an addendum to this contract, the Contractor is responsible during performance and through final payment of any contract for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

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

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

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

(4) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov> or by calling 1-888-227-2423 or 269-961-5757.

(End of Clause)

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

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

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

#### **C.2 52.209-9 UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS (JAN 2011)**

(a) The Contractor shall update the information in the Federal Awardee Performance and Integrity Information System (FAPIS) on a semi-annual basis, throughout the life of the contract, by posting the required information in the Central Contractor Registration database at <http://www.ccr.gov>.

(b)(1) The Contractor will receive notification when the Government posts new information to the Contractor's record.

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

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

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

(End of Clause)

**C.3 52.209-9 UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS (JAN 2011) ALTERNATE I (JAN 2011)**

(a)(1) The Contractor shall update the information in the Federal Awardee Performance and Integrity Information System (FAPIIS) on a semi-annual basis, throughout the life of the contract, by posting the required information in the Central Contractor Registration database at <http://www.ccr.gov>.

(2) At the first semi-annual update on or after April 15, 2011, the Contractor shall post again any required information that the Contractor posted prior to April 15, 2011.

(b)(1) The Contractor will receive notification when the Government posts new information to the Contractor's record.

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

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

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

(End of Clause)

**C.4 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 effective date of the contract through the end of the base year or exercise option year(s).

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

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

(End of Clause)

#### **C.5 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 \$30, 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 \$900,000.00;

(2) Any order for a combination of items in excess of \$900,000.00; or

(3) A series of orders from the same ordering office within 1 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 1 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of Clause)

#### **C.6 52.216-22 INDEFINITE QUANTITY (OCT 1995)**

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

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

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

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

(End of Clause)

**C.7 52.232-19 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR (APR 1984)**

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

(End of Clause)

**C.8 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/oamm/oa/ars/policyreg/vaar/index.cfm>

(End of Clause)

52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER	MAY 2011
52.204-9	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL	JAN 2011
52.217-8	OPTION TO EXTEND SERVICES	NOV 1999
52.217-9	OPTION TO EXTEND THE TERM OF THE CONTRACT	MAR 2000
52.227-14	RIGHTS IN DATA--GENERAL	DEC 2007
52.227-16	ADDITIONAL DATA REQUIREMENTS	JUN 1987
52.237-3	CONTINUITY OF SERVICES	JAN 1991

**C.9 VAAR 852.203-70 COMMERCIAL ADVERTISING (JAN 2008)**

The bidder or offeror agrees that if a contract is awarded to him/her, as a result of this solicitation, he/she will not advertise the award of the contract in his/her commercial advertising in such a manner as to state or imply that the Department of Veterans Affairs endorses a product, project or commercial line of endeavor.

(End of Clause)

**C.10 VAAR 852.203-71 DISPLAY OF DEPARTMENT OF VETERAN AFFAIRS  
HOTLINE POSTER (DEC 1992)**

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

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

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

(End of Clause)

**C.13 VAAR 852.216-70 ESTIMATED QUANTITIES (APR 1984)**

As it is impossible to determine the exact quantities that will be required during the contract term, each bidder whose bid is accepted wholly or in part will be required to deliver all articles or services that may be ordered during the contract term, except as he/she otherwise indicates in his/her bid and except as otherwise provided herein. Bids will be considered if made with the proviso that the total quantities delivered shall not exceed a certain specified quantity. Bids offering less than 75 percent of the estimated requirement or which provide that the Government shall guarantee any definite quantity, will not be considered. The fact that quantities are estimated shall not relieve the contractor from filling all orders placed under this contract to the extent of his/ her obligation. Also, the Department of Veterans Affairs shall not be relieved of its obligation to order from the contractor all articles or services that may, in the judgment of the ordering officer, be needed except that in the public exigency procurement may be made without regard to this contract.

(End of Clause)

**C.14 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



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Contractor shall maintain or require all health-care providers performing under this contract to maintain, during the term of this contract, professional liability insurance issued by a responsible insurance carrier of not less than the following amount(s) per specialty per occurrence: \*\_\_\_\_\_. However, if the Contractor is an entity or a subdivision of a State that either provides for self-insurance or limits the liability or the amount of insurance purchased by State entities, then the insurance requirement of this contract shall be fulfilled by incorporating the provisions of the applicable State law.

\* Amounts are listed below:

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

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

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

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

\* Amounts from paragraph (a) above:

\$1,000,000.00

(End of Clause)

**C.15 VAAR 852.237-70 CONTRACTOR RESPONSIBILITIES (APR 1984)**

The contractor shall obtain all necessary licenses and/or permits required to perform this work. He/she shall take all reasonable precautions necessary to protect persons and property from injury or damage during the performance of this contract. He/she shall be responsible for any injury to himself/herself, his/her employees, as well as for any damage to personal or public property that occurs during the performance of this contract that is caused by his/her employees fault or negligence, and shall maintain

personal liability and property damage insurance having coverage for a limit as required by the laws of the State of Alabama. Further, it is agreed that any negligence of the Government, its officers, agents, servants and employees, shall not be the responsibility of the contractor hereunder with the regard to any claims, loss, damage, injury, and liability resulting there from.

(End of Clause)

**C.16 VAAR 852.273-75 SECURITY REQUIREMENTS FOR UNCLASSIFIED INFORMATION TECHNOLOGY RESOURCES (Interim - October 2008)**

(a) The contractor and their personnel shall be subject to the same Federal laws, regulations, standards and VA policies as VA personnel, regarding information and information system security. These include, but are not limited to Federal Information Security Management Act (FISMA), Appendix III of OMB Circular A-130, and guidance and standards, available from the Department of Commerce's National Institute of Standards and Technology (NIST). This also includes the use of common security configurations available from NIST's Web site at:

<http://checklists.nist.gov>

(b) To ensure that appropriate security controls are in place, Contractors must follow the procedures set forth in "VA Information and Information System Security/Privacy Requirements for IT Contracts" located at the following Web site:

[http://www.iprm.oit.va.gov/docs/Security\\_and\\_Privacy\\_Requirements\\_for\\_IT\\_Contracts\\_Attachment.pdf](http://www.iprm.oit.va.gov/docs/Security_and_Privacy_Requirements_for_IT_Contracts_Attachment.pdf)

(End of Clause)

**C.17 VAAR 852.273-76 ELECTRONIC INVOICE SUBMISSION (Interim - October 2008)**

(a) To improve the timeliness of payments and lower overall administrative costs, VA strongly encourages contractors to submit invoices using its electronic invoicing system. At present, electronic submission is voluntary and any nominal registration fees will be the responsibility of the contractor. VA intends to mandate electronic invoice submission, subject to completion of the federal rulemaking process. At present, VA is using a 3rd party agent to contact contractors regarding this service. During the voluntary period, contractors interested in registering for the electronic system should contact the VA's Financial Services Center at <http://www.fsc.va.gov/einvoice.asp>.

(End of Addendum to 52.212-4)

**C.18 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (MAY 2011)**

(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:

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(1) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).

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

(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) (Pub. L. 108-77, 108-78)

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

☒ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).

☐ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (APR 2010)(Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

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

☒ (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (JUL 2010) (Pub. L. 109-282) (31 U.S.C. 6101 note).

☐ (5) 52.204-11, American Recovery and Reinvestment Act-Reporting Requirements (JUL 2010) (Pub. L. 111-5).

☒ (6) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (DEC 2010) (31 U.S.C. 6101 note). (Applies to contracts over \$30,000). (Not applicable to subcontracts for the acquisition of commercially available off-the-shelf items).

☐ (7) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (section 740 of Division C of Public Law 111-117, section 743 of Division D of Public Law 111-8, and section 745 of Division D of Public Law 110-161)

☐ (8) 52.219-3, Notice of Total HUBZone Set-Aside or Sole-Source Award (JAN 2011) (15 U.S.C. 657a).

☐ (9) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JAN 2011) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

☐ (10) [Reserved]

☒ (11)(i) 52.219-6, Notice of Total Small Business Set-Aside (June 2003) (15 U.S.C. 644).

☐ (ii) Alternate I (Oct 1995) of 52.219-6.

☐ (iii) Alternate II (Mar 2004) of 52.219-6.

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- ☐ (12)(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.
- ☒ (13) 52.219-8, Utilization of Small Business Concerns (JAN 2011) (15 U.S.C. 637(d)(2) and (3)).
- ☐ (14)(i) 52.219-9, Small Business Subcontracting Plan (JAN 2011) (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 (JUL 2010) of 52.219-9.
- ☐ (15) 52.219-14, Limitations on Subcontracting (Dec 1996) (15 U.S.C. 637(a)(14)).
- ☐ (16) 52.219-16, Liquidated Damages--Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).
- ☐ (17)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (OCT 2008) (10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer.)
- ☐ (ii) Alternate I (June 2003) of 52.219-23.
- ☐ (18) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (DEC 2010) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- ☐ (19) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (Oct 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- ☐ (20) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (May 2004) (15 U.S.C. 657 f).
- ☒ (21) 52.219-28, Post Award Small Business Program Rerepresentation (APR 2009) (15 U.S.C. 632(a)(2)).
- ☐ (22) 52.219-29 Notice of Total Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (APR 2011).
- ☐ (23) 52.219-30 Notice of Total Set-Aside for Women-Owned Small Business (WOSB) Concerns Eligible Under the WOSB Program (APR 2011).
- ☐ (24) 52.222-3, Convict Labor (June 2003) (E.O. 11755).
- ☐ (25) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (JUL 2010) (E.O. 13126).

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- ☒ (26) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).
- ☒ (27) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).
- ☒ (28) 52.222-35, Equal Opportunity for Veterans (SEP 2010) (38 U.S.C. 4212).
- ☒ (29) 52.222-36, Affirmative Action for Workers with Disabilities (Oct 2010) (29 U.S.C. 793).
- ☒ (30) 52.222-37, Employment Reports on Veterans (SEP 2010) (38 U.S.C. 4212).
- ☒ (31) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496).
- ☒ (32) 52.222-54, Employment Eligibility Verification (Jan 2009). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)
- ☐ (33)(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.)
- ☐ (34) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007)(42 U.S.C. 8259b).
- ☐ (35)(i) 52.223-16, IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (DEC 2007) (E.O. 13423).
- ☐ (ii) Alternate I (DEC 2007) of 52.223-16.
- ☒ (36) 52.223-18, Contractor Policy to Ban Text Messaging while Driving (SEP 2010) (E.O. 13513).
- ☐ (37) 52.225-1, Buy American Act--Supplies (FEB 2009) (41 U.S.C. 10a-10d).
- ☐ (38)(i) 52.225-3, Buy American Act--Free Trade Agreements-- Israeli Trade Act (JUN 2009) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C 3805 note, Pub. L. 108-77, 108-78, 108-286, 108-302, 109-53 and 109-169, 109-283, and 110-138).
- ☐ (ii) Alternate I (Jan 2004) of 52.225-3.
- ☐ (iii) Alternate II (Jan 2004) of 52.225-3.
- ☐ (39) 52.225-5, Trade Agreements (AUG 2009) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).
- ☒ (40) 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).
- ☐ (41) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

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

☐ (43) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

☐ (44) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

☐ (45) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (Oct 2003) (31 U.S.C. 3332).

☒ (46) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (May 1999) (31 U.S.C. 3332).

☐ (47) 52.232-36, Payment by Third Party (FEB 2010) (31 U.S.C. 3332).

☐ (48) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

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

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

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

☒ (1) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, et seq.).

☒ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

Employee Class

Monetary Wage-Fringe Benefits

☒ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act--Price Adjustment (Multiple Year and Option Contracts) (Sep 2009) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

☐ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act--Price Adjustment (Sep 2009) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

☐ (5) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (Nov 2007) (41 U.S.C. 351, et seq.).

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☐ (6) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services--Requirements (FEB 2009) (41 U.S.C. 351, et seq.).

☐ (7) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (MAR 2009)(Pub. L. 110-247)

☐ (8) 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 (APR 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

(ii) 52.219-8, Utilization of Small Business Concerns (DEC 2010) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$650,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iii) [Reserved]

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

(v) 52.222-35, Equal Opportunity for Veterans (SEP 2010) (38 U.S.C. 4212).

(vi) 52.222-36, Affirmative Action for Workers with Disabilities (Oct 2010) (29 U.S.C. 793).

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(vii) 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.

(viii) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, et seq.).

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

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

(x) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements "(Nov 2007)" (41 U.S.C. 351, et seq.).

(xi) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services-Requirements (FEB 2009)(41 U.S.C. 351, et seq.).

(xii) 52.222-54, Employee Eligibility Verification (JAN 2009)

(xiii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (MAR 2009)(Pub. L. 110-247). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

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

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

(End of Clause)



**SECTION D - CONTRACT DOCUMENTS, EXHIBITS, OR ATTACHMENTS**

See attached document S02 ATTACHMENT 1 - SAMPLE SAFETY INSPECTION REPORT - EXISTING SMALL RESIDENTIAL.

See attached document S02 ATTACHMENT 2 - SAMPLE SAFETY INSPECTION REPORT - EXISTING LARGE RESIDENTIAL.

See attached document S02 ATTACHMENT 3 - BUSINESS ASSOCIATE AGREEMENT.

See attached document S02 ATTACHMENT 4 - EEO POSTER.

See attached document S02 ATTACHMENT 5 - NEW NOTICE TO EMPLOYEES WORKING ON GOV CONTRACTS POSTER.

See attached document S02 ATTACHMENT 6 - REFERRAL FORM.

See attached document S02 ATTACHMENT 7 - VETS 100 FORM.

See attached document S02 ATTACHMENT 8 - SDVOSB VOSB 09-17 CLASS DEVIATION.

See attached document S02 ATTACHMENT 9 - PAST PERFORMANCE QUESTIONNAIRE.

See attached document S02 ATTACHMENT 10 - QASP.

See attached document S02 ATTACHMENT 11 – WAGE DETERMINATION.

## SECTION E - SOLICITATION PROVISIONS

### E.1 52.212-1 INSTRUCTIONS TO OFFERORS--COMMERCIAL ITEMS (JUN 2008)

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

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

(1) The solicitation number;

(2) The time specified in the solicitation for receipt of offers;

(3) The name, address, and telephone number of the offeror;

(4) A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary;

(5) Terms of any express warranty;

(6) Price and any discount terms;

(7) "Remit to" address, if different than mailing address;

(8) A completed copy of the representations and certifications at FAR 52.212-3 (see FAR 52.212-3(b) for those representations and certifications that the offeror shall complete electronically);

(9) Acknowledgment of Solicitation Amendments;

(10) Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items and other references (including contract numbers, points of contact with telephone numbers and other relevant information); and

(11) If the offer is not submitted on the SF 1449, include a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. Offers that fail to furnish required representations or information, or reject the terms and conditions of the solicitation may be excluded from consideration.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

GSA Federal Supply Service Specifications Section Suite 8100 470 East L'Enfant Plaza, SW,  
Washington, DC 20407

Telephone (202) 619-8925 Facsimile (202) 619-8978.

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

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

(i) ASSIST (<http://assist.daps.dla.mil>).

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

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

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

(i) Using the ASSIST Shopping Wizard (<http://assist.daps.dla.mil/wizard>);

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

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

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

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

(k) Central Contractor Registration. Unless exempted by an addendum to this solicitation, by submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance and through final payment of any contract resulting from this solicitation. If the Offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror. Offerors may obtain information on registration and annual confirmation requirements via the Internet at <http://www.ccr.gov> or by calling 1-888-227-2423 or 269-961-5757.

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

(1) The agency's evaluation of the significant weak or deficient factors in the debriefed offeror's offer.

(2) The overall evaluated cost or price and technical rating of the successful and the debriefed offeror and past performance information on the debriefed offeror.

(3) The overall ranking of all offerors, when any ranking was developed by the agency during source selection.

(4) A summary of the rationale for award;

(5) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.

(6) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

(End of Provision)

#### **ADDENDUM to FAR 52.212-1 INSTRUCTIONS TO OFFERORS--COMMERCIAL ITEMS**

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

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

**INSTRUCTIONS TO OFFERORS**

1. Offers for furnishing the supplies or services in the Schedule will be received at the address specified in Block 9 of SF 1449, or if hand carried, to the address shown in block 15, until the date and time specified in block 8.

Please review the following items before submitting your proposal:

- Have you completed the SF 1449 or equivalent?
  - Have you included a complete Price Proposal and initialed any changes or erasures?
  - Have you checked the required block in 52.212-3?
  - Have you completed block 17a and signed your offer (blocks 30a, b and c) of SF 1449?
2. The Department of Veteran Affairs (VA) intends to issue a firm-fixed price/IDIQ, single award contract to provide commercial services.
  3. Authority: Healthcare Resources are being procured in accordance with Public Law 104-262 and 38 USC 8153 Veterans Affairs Regulation (VAAR) Part 873 to furnish **Transitional Housing for Homeless Veterans Treatment** Services to the Atlanta VA Medical Center. This procurement shall be conducted in accordance with FAR Part 12, 13.5 and FAR Part 15.
  4. Federal Acquisition Provision (FAR) 52.212-3, "Offeror Representations and Certifications-Commercial Items" applies to the terms of this solicitation. The Offeror is required to return a copy of the certification with their offer. Offerors are required to complete the annual representations and certifications electronically via the ORCA website <http://orca.bpn.gov>. Upon award, Representations, Certifications, Instructions to Offerors and other statements of Offerors shall be incorporated in the resulting contract.
  5. Offerors shall direct all technical inquiries in writing to the Contract Specialist Wanda S. Mitchell-Moses, at the address identified in Block No. 9 of Standard form SF 1449 or e-mail to: [wanda.mitchell-moses@va.gov](mailto:wanda.mitchell-moses@va.gov)
  6. OFFERORS MUST COMPLETE AND RETURN ALL INFORMATION DESIGNATED IN 52.212-1, INSTRUCTIONS TO OFFERORS-COMMERCIAL ITEMS, PARAGRAPH B PRIOR TO THE TIME SPECIFIED IN BLOCK 8 OF SF 1449 IN ORDER TO BE CONSIDERED FOR AWARD.
  7. Offeror shall submit the requirement in FAR 52.212-2, Evaluation-Commercial Items, to be considered for this solicitation. FAR 52-212-2 is included in this document. Offers must be submitted on via fax (478-274-5615), email to [wanda.mitchell-moses@va.gov](mailto:wanda.mitchell-moses@va.gov) or CD only. Hard copy offers will not be accepted. Proof of the proposed qualifications must be submitted with the Offeror's price.
  8. Offeror should thoroughly review the specifications and become familiar with areas of coverage prior to submitting a proposal. Failure to understand the contract requirements shall not relieve the successful Offeror from performing in accordance within the strict meaning and intent of the specifications. Pricing shall include all management, professionals, technical and labor necessary to perform specifications as outlined herein. The Government will not reimburse any costs not incorporated into the Offeror price.

9. NOTIFICATION TO ALL OFFERORS: Federal Acquisition Regulations require all contractors conducting business with the Government to be registered the following separate and individual online databases. You may accomplish these registrations online at the following web sites:
1. The Central Contractor Registration (CCR) Government-wide online database for the provision of basic information relative to contract awards [refer to FAR Clause 52.212-4, para (t)].
    - CCR – <http://www.ccr.gov>
  2. National Plan and Provider Enumeration System (NPPES) – HIPAA mandated the adoption of standard unique identifiers for health care providers and health plans
    - NPI - <https://nppes.cms.hhs.gov/NPPES/Welcome.do>
  3. Online Representations and Certifications Application (ORCA).
    - ORCA – <http://www.orca.bpn.gov>

## **E.2 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)**

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

<http://www.acquisition.gov/far/index.html>  
<http://www.va.gov/oamm/oa/ars/policyreg/vaar/index.cfm>

(End of Provision)

52.217-3	EVALUATION EXCLUSIVE OF OPTIONS	APR 1984
52.217-4	EVALUATION OF OPTIONS EXERCISED AT TIME OF CONTRACT AWARD	JUN 1988
52.225-25	PROHIBITION ON ENGAGING IN SANCTIONED ACTIVITIES RELATING TO IRAN--CERTIFICATION	SEP 2010
52.232-38	SUBMISSION OF ELECTRONIC FUNDS TRANSFER INFORMATION WITH OFFER	MAY 1999

## **E.3 52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS (JAN 2011)**

(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

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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 Central Contractor Registration database at <http://www.ccr.gov> (see 52.204-7).

(End of Provision)



**E.4 52.216-1 TYPE OF CONTRACT (APR 1984)**

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

(End of Provision)

**E.5 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:

Hand-Carried Address:

Department of Veterans Affairs  
**Attn: Wanda S. Mitchell-Moses**  
Atlanta VA Medical Center  
1670 Clairmont Rd  
Decatur GA 30033

Mailing Address:

Department of Veterans Affairs  
**Attn: Wanda S. Mitchell-Moses**  
Atlanta VA Medical Center  
1670 Clairmont Rd  
Decatur GA 30033

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

(End of Provision)

**E.6 804.1102 VERIFICATION OF STATUS OF APPARENTLY SUCCESSFUL OFFEROR (OCT 2010) (DEVIATION)**

(a) The apparently successful offeror, unless currently listed as verified in the Vendor Information Pages (VIP) at: [www.vetbiz.gov](http://www.vetbiz.gov) database, shall submit to Department of Veteran Affairs' (VA) Center for Veterans Enterprise (CVE) within five business days of receipt of written notice of its status as the apparently successful offeror, a verification application in accordance with 38 Code of Federal Regulations (CFR) Part 74 with such reasonably adequate documentary material, as necessary, establishing as follows:

(1) The owner or owners of 51 percent or more of the offeror is/are service- disabled Veteran(s), Veteran(s), or an eligible surviving spouse thereof, as applicable, for the instant acquisition. In this regard, the apparently successful offeror shall submit a VA Form 0877 to CVE via VA's VIP at: [www.vetbiz.gov](http://www.vetbiz.gov), internet site. This confidential and secure electronic application will enable CVE to inform the CO of the service-disabled Veteran or Veteran status of the owner(s) of the offeror without the CO having to receive and secure confidential individually identifiable information or personal health care information on this topic.

(2) Eligible parties own 51 percent or more of the concern (see 38 CFR 74.3). Adequate documentation can include copies of official stock certificates, articles of incorporation, partnership agreement, operating agreement, or other similar documentation which reasonably demonstrates the percentage of ownership by eligible parties; and

(3) Eligible parties control the concern (See 38 CFR 74.4). Control includes both the strategic policy setting exercised, for example, by boards of directors, and the day-to-day management and administration of business operations. Adequate documentation should include articles of incorporation, corporate by-laws, partnership agreement, operating agreement, resumes, disclosure of any other current employment, or other relevant documentation, as applicable, which demonstrates control of the strategic and day-to-day management of the offeror by eligible parties, as applicable.

(b) CVE will examine the business documents to determine if they establish appropriate ownership and control of the business from which an offer has been received. Within 21 business days, CVE shall determine whether the firm can or cannot be verified as a SDVOSB or VOSB, as appropriate, and issue its decision thereon to the vendor in accordance with 38 CFR 74.11(e) and to the CO. The CO will use CVE's decision in making the source selection decision.

(c) If a competing vendor raises a status protest prior to CVE's completion of its verification examination, the CO may rely on the status protest decision when issued.

(d) This deviation will expire December 31, 2011. Thereafter, in accordance with VAAR 804.1102, COs shall only make awards to SDVOSBs or VOSBs which are listed as verified in VIP at: [www.vetbiz.gov](http://www.vetbiz.gov).

(End of Provision)

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

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

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

(6) State the form of relief requested; and

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

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

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

(End of Provision)

#### **E.8 VAAR 852.233-71 ALTERNATE PROTEST PROCEDURE (JAN 1998)**

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

(End of Provision)

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

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

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

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

#### **E.9 VAAR 852.271-70 NONDISCRIMINATION IN SERVICES PROVIDED TO BENEFICIARIES (JAN 2008)**

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

(End of Provision)

(End of Addendum to 52.212-1)

**E.10 52.212-2 EVALUATION--COMMERCIAL ITEMS (JAN 1999)**

(a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors shall be used to evaluate offers:

Technical Capabilities  
Past Performance  
Small Disadvantaged Business Participation  
Price

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

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

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

(End of Provision)

**EVALUATION FACTORS**

- (a) The Government will award contracts resulting from this solicitation to the responsible offer (s) whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered.
- (b) Technical capabilities, past performance, and small disadvantaged business participation when combined are significantly more important than price. Technical capabilities subfactors are of equal importance. Proposals will be evaluated for technical merit, past performance, small disadvantaged business participation, and price. Award shall be based on a trade-off analysis.
- (c) Offerors are advised that an award may be made without discussions; therefore, the initial proposal should provide the evaluation panel sufficient information (including descriptive literature) to recommend award without discussions, and should reflect the contractor's ability to perform at a reasonable price.
- (d) The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is

unacceptable if the option prices are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s).

## PREPARATION AND ASSEMBLING PROPOSAL FORMAT AND STRUCTURE

1. Offers shall be submitted electronically (via email to [jayme.skinner@va.gov](mailto:jayme.skinner@va.gov), faxed to 478-274-5705, or by CD-ROM. No paper submissions will be accepted. Offerors shall ensure documents copied on the CD-ROM are readable by a standard PC (not MAC) and in .PDF and/or MS Word 2003 or later format. Offerors shall ensure the disk is error, damage and virus free. CD-ROM's shall be sealed in hard cases for protection. Proposals shall read on the CD-ROM as if it was a paper submission.
2. Offerors are required to submit (1) electronic copy of the technical proposal AND (1) copy of the price proposal.
3. The Technical and Price Proposals shall be submitted in separate emails, faxes, or envelopes. The price proposal shall consist of the signed Standard Form 1449 (page #1), Schedule of Prices, CCR Registration and copy of ORCA BPN representation and certification. <https://www.orca.bpn.gov> & <http://www.ccr.gov>
4. Technical proposal shall include a Table of Contents and labeled with pages numbered for easy identification of each technical capability evaluation.
5. Every precaution will be taken to safeguard technical proposals against disclosure to unauthorized persons. Any reference to price or cost will be removed. Technical proposals will be evaluated for completeness, and to ensure that all solicitation requirements are addressed. Failure of the technical data to show that the proposal conforms to solicitation requirements may result in an "unacceptable" determination. Upon final evaluation, a proposal, which receives an overall "unacceptable" determination, will not be considered for award.

## EVALUATION FACTORS AND CRITERIA

In descending order of importance, the following three factors shall be used to evaluate quotes:

- I. Technical Capabilities
- II. Past Performance
- III. Small Disadvantaged Business Participation
- IV. Cost/Price

- I. **FACTOR I: TECHNICAL CAPABILITIES:** Offerors should address in detail the Technical Capabilities by describing their proposed approach to area addressed. The feasibility of approach must meet contract requirements, which will be evaluated with respect to providing the VA with a high level of confidence in successful performance. All technical capabilities will be considered based solely on the proposal provided, to the extent in which the proposal demonstrates a clear understanding of the requirements and problems involved in meeting or exceeding the standards for the various tasks, and to the extent in which uncertainties are identified and resolutions proposed. Refer to the performance work statement, page 1, paragraph 1. Contractor's technical proposal shall address their ability to meet contract requirements with respect to providing the VA with

a high level of confidence in successful performance. Rating will be based on the extent to which the offer addresses each of the factors. Proposals may exceed the minimum requirements. However, offerors are cautioned that overzealous technical proposals may be determined by the Contracting Officer not to be in the best interest of the Government during the best value trade-off analysis.

- **MANAGEMENT PLANS/QUALITY CONTROL:** This information will be used to determine the offerors ability to support the performance of this contract. The Government is concerned with the quality and stability of the work force to be employed on this contract, the quality of the work, and the quality of the required documentation relating to the health care services provided. Therefore, the offer shall describe its management approach to ensure both clinical and administrative staff will be available throughout the life of the contract in the disciplines and areas covered as required in the solicitation. The offeror shall demonstrate the ability to successfully manage the staff in a manner that will provide and retain the most highly qualified staff to support the work required in the contract. The offeror shall demonstrate the quality control processes, and that documentation is reported as required by VA policies.
  - Fully describe management’s approach and implementation of Quality Control Plan related to staffing. The plan shall describe internal staffing procedures that the prospective provider will use to meet the quality, quantity, timeliness, responsiveness, customer satisfaction and other service delivery requirements of the solicitation. The plan should demonstrate the procedures for conducting background investigations when hiring potential contractor personnel. (No more than 15 pages)
  - Describe contractor services capabilities that can ensure the VA that the offeror meets the requirements to successfully service the contract. The capabilities should include all “General Responsibilities” described in the statement of work. (No more than 15 pages)
  - Demonstrate your quality assurance related to customer satisfaction, treatment, patient care meeting standard of documentation and reporting, and performance measures in accordance with the solicitation. The plan should demonstrate how you intend to achieve and maintain customer satisfaction. The plan should demonstrate how you intend to assure VA that health care is provided in a safe, consistent and high quality manner consistent with the statement of work contained herein. The plan should also demonstrate that JC (Joint Commission), CARF (Commission on Accreditation of Rehabilitation Facilities; and other regulatory requirements as indicated in the solicitation have been met or exceeded. (No more than 15 pages)
  - Describe your procedures used to safeguard VA patient records under this contract. Your approach should include documentation of physical security of records and steps taken to prevent disclosure of an individual record, report or other private information of the patient. (No more than 7 pages)
  - Describe your procedures used to store medications including controlled substances. The procedures should also demonstrate CARF and other

regulatory requirements as indicated in the solicitation have been met or exceeded. (No more than 5 pages)

- Describe your invoicing procedures to accurately capture and report invoice requirements under this contract. Your approach should include handling, billing and ability to bill monthly. (No more than 5 pages)

- **ACCREDITATION AND LICENSING:**

- Valid Basic Life Support (BLS) and current CPR, (American Heart Association preferred) for all staff.
- Agency staff attend Basic NAMI training.

- **FACILITY:** Contractor's facility must meet the following:

- Contractor's facility conforms to the standards of the Life Safety Code, National Fire Protection Association (NFPA) #101.
- Contractor's facility meets all City, and State requirements concerning licensing and health codes.
- Contractor possesses a valid Certificate of Occupancy.
- Contractor's facility where services are to be provided shall be within 15 miles of the Atlanta VAMC. The facility must be located within .50 miles from the Public Transit System.

- **ON-SITE INSPECTION:** The Government shall inspect the offeror's Suitability, Medication Storage, and ADA compliance in accordance with the solicitation. The Contracting Officer at his/her sole discretion has the right to reject any proposal, if it is administratively determined lacking in any of the essentials necessary to ensure an acceptable standard of performance. The purpose of the inspection visit is to ensure the safety and suitability of standards described in the solicitation and anticipated to be used for VA patient care. **Contractor must arrange for a site-inspection with the COTR, Willie Fields, (205) 933-8101 x6751, [willie.fields@va.gov](mailto:willie.fields@va.gov). The inspection date must be provided with proposal submission. This inspection must be current or within the past 30 days. Failure to provide this information shall deem your proposal non-responsive.**

## **II. FACTOR II: PAST PERFORMANCE**

- Offerors shall have at least 3 years of relevant past performance. In order to be considered relevant the past performance must have been within the past 3 years, and be of a similar size and scope. Offerors must send the attached Past Performance Survey to at least 3 references for completion. **The individual providing the reference shall forward the surveys directly to the contracting office no later than the closing date of the solicitation. Survey WILL NOT be accepted directly from the offeror.**
- In case of an offeror without a record of relevant past performance or for whom information on past performance is not available, the offeror may not be evaluated favorably or unfavorably on past performance.

## **III. FACTOR III: SMALL DISADVANTAGED BUSINESS PARTICIPATION**

- The Government will evaluate the extent of participation of Service Disabled Veteran-Owned Small Business (SDVOSB) & Veteran Owned (VOSB) concerns with the following factors considered. Evaluation of SDVOSB and/or VOSB participation will be a subjective assessment based on the Offeror's SDVOSB and/or VOSB participation Targets (expressed as dollars and percentages of the total value of the offer), and the extent to which the SDVOSB/VOSB is specifically identified in the Offeror's proposal. The Government shall further evaluate the proposed use of eligible SDVOSB/VOSB as subcontractors in accordance with VAAR clause 852.215-70 and 852.215-71.

**IV. FACTOR IV: PRICE/COST:**

- The price proposal shall be specific, complete in every detail, and separate from the technical proposal. The price proposal shall be submitted on enclosed pages marked continuation of SF 1449, Schedule of Supplies/Service and shall contain all information relative to cost and pricing.

(End of Provision)

**E.11 52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS--  
COMMERCIAL ITEMS (MAY 2011)**

An offeror shall complete only paragraph (b) of this provision if the offeror has completed the annual representations and certifications electronically at <http://orca.bpn.gov>. If an offeror has not completed the annual representations and certifications electronically at the ORCA website, the offeror shall complete only paragraphs (c) through (o) 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.

"Inverted domestic corporation", as used in this section, means a foreign incorporated entity which is treated as an inverted domestic corporation under 6 U.S.C. 395(b), i.e., a corporation that used to be incorporated in the United States, or used to be a partnership in the United States, but now is incorporated in a foreign country, or is a subsidiary whose parent corporation is incorporated in a foreign country, that meets the criteria specified in 6 U.S.C. 395(b), applied in accordance with the rules and definitions of 6



U.S.C. 395(c). An inverted domestic corporation as herein defined does not meet the definition of an inverted domestic corporation as defined by the Internal Revenue Code at 26 U.S.C. 7874.

"Manufactured end product" means any end product in Federal Supply Classes (FSC) 1000-9999, except--

- (1) FSC 5510, Lumber and Related Basic Wood Materials;
- (2) Federal Supply Group (FSG) 87, Agricultural Supplies;
- (3) FSG 88, Live Animals;
- (4) FSG 89, Food and Related Consumables;
- (5) FSC 9410, Crude Grades of Plant Materials;
- (6) FSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) FSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- (8) FSC 9610, Ores;
- (9) FSC 9620, Minerals, Natural and Synthetic; and
- (10) FSC 9630, Additive Metal Materials.

"Place of manufacture" means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

"Restricted business operations" means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person (as that term is defined in Section 2 of the Sudan Accountability and Divestment Act of 2007) conducting the business can demonstrate--

- (1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;
- (2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;
- (3) Consist of providing goods or services to marginalized populations of Sudan;
- (4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;
- (5) Consist of providing goods or services that are used only to promote health or education; or

(6) Have been voluntarily suspended.

"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.

"Subsidiary" means an entity in which more than 50 percent of the entity is owned--

(1) Directly by a parent corporation; or

(2) Through another subsidiary of a parent corporation.

"Veteran-owned small business concern" means a small business concern--

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

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

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

"Women-owned small business concern" means a small business concern--

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

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

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

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

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

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

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

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

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

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

(4) Small disadvantaged business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, for general statistical purposes, 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 in reference to the WOSB concern or concerns that are participating in the joint venture. [The offeror shall enter the name or names of the WOSB concern or concerns that are participating in the joint venture:\_\_\_\_\_.] Each WOSB concern 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 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)(7)(i) of this provision is accurate in reference to the EDWOSB concern or concerns that are participating in the joint venture. The offeror shall enter the name or names of the EDWOSB concern or concerns that are participating in the joint venture:\_\_\_\_\_. Each EDWOSB concern participating in the joint venture shall submit a separate signed copy of the EDWOSB representation.

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

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

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

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(10) [Complete only if the solicitation contains the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns, or FAR 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting, and the offeror desires a benefit based on its disadvantaged status.]

(i) General. The offeror represents that either--

(A) It ☐ is, ☐ is not certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the CCR Dynamic Small Business Search database maintained by the Small Business Administration, and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or

(B) It [ ] has, [ ] has not submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(ii) [ ] Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(10)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. [The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: \_\_\_\_\_.]

(11) HUBZone small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, as part of its offer, that--

(i) It [ ] is, [ ] is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR Part 126; and

(ii) It [ ] is, [ ] is not a joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (c)(11)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. [The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: \_\_\_\_\_.] Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

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

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

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

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

(2) Affirmative Action Compliance. The offeror represents that--

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

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

(e) Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$150,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her

behalf in connection with the award of any resultant contract. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

(f) Buy American Act Certificate. (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American Act--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 Act--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 Act--Free Trade Agreements--Israeli Trade Act Certificate. (Applies only if the clause at FAR 52.225-3, Buy American Act--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, 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 Act-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, or Peruvian end products) or Israeli end products as

defined in the clause of this solicitation entitled "Buy American Act--Free Trade Agreements--Israeli Trade Act":

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

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

[List as necessary]

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled "Buy American Act--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 Act--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 Act--Free Trade Agreements--Israeli Trade Act":

Canadian End Products:

Line Item No.
_____

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[List as necessary]

(3) Buy American Act--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 Act--Free Trade Agreements--Israeli Trade Act":

Canadian or Israeli End Products:

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

[List as necessary]

(4) 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)(4)(ii) of this provision, is a U.S.-made, 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
<hr/>	<hr/>
<hr/>	<hr/>
<hr/>	<hr/>

[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 Act. The



Government will consider for award only offers of U.S.-made or designated country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

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

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

(2) ☐ Have, ☐ have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property;

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

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

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

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

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

(ii) Examples.

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

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

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

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

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

(1) Listed end products.

Listed End Product

Listed Countries of Origin

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

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

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

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

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

(2) ☐ Outside the United States.

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

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

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

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

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

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

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

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

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

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

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

(i) If the offeror does not certify to the conditions in paragraph (k)(1) or (k)(2) and the Contracting Officer did not attach a Service Contract Act 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 a central contractor registration 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) Relation to Internal Revenue Code. An inverted domestic corporation as herein defined does not meet the definition of an inverted domestic corporation as defined by the Internal Revenue Code 25 U.S.C. 7874.

(2) Representation. By submission of its offer, the offeror represents that--

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

(ii) It is not a subsidiary of an inverted domestic corporation.

(o) Sanctioned activities relating to Iran.

(1) Unless a waiver is granted or an exception applies as provided in paragraph (o)(2) of this provision, by submission of its offer, the offeror 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 of 1996.

(2) The certification requirement of paragraph (o)(1) of this provision does 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.

(End of Provision)