

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30				1. REQUISITION NO.		PAGE 1 OF 104	
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NO.		5. SOLICITATION NUMBER VA256-17-R-0154	
						6. SOLICITATION ISSUE DATE 02-07-2017	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME Martin Priest				b. TELEPHONE NO. (No Collect Calls) 318-466-4371	
						8. OFFER DUE DATE/LOCAL TIME 02-28-2017	
9. ISSUED BY ALEXANDRIA VA HEALTH CARE SYSTEM NETWORK CONTRACTING OFFICE 16 ALEXANDRIA VA HEALTH CARE SYSTEM PO BOX 69004 ALEXANDRIA LA 71306-9004				CODE 00502		10. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE: _____ % FOR: <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM NAICS: 621330 <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> EDWOSB <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> 8(A) SIZE STANDARD: \$7.5 Million	
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input checked="" type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS		<input type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		13b. RATING N/A	
						14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input checked="" type="checkbox"/> RFP	
15. DELIVER TO DEPARTMENT OF VETERANS AFFAIRS ALEXANDRIA VA HEALTH CARE SYSTEM WAREHOUSE BUILDING 136 2495 Shreveport Highway Pineville LA 71360		CODE 00502		16. ADMINISTERED BY DEPARTMENT OF VETERANS AFFAIRS NETWORK CONTRACTING OFFICE 16 ALEXANDRIA VA HEALTH CARE SYSTEM 2495 SHREVEPORT HIGHWAY PINEVILLE LA 71360-4004			
17a. CONTRACTOR/OFFEROR		CODE		FACILITY CODE		18a. PAYMENT WILL BE MADE BY Department of Veterans Affairs Financial Services Center PO Box 149971 Austin TX 78714 PHONE: 877-353-9791 FAX: 512-460-5429	
TELEPHONE NO.		DUNS:		DUNS+4:		18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM	
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER							
19. ITEM NO.	20. See CONTINUATION Page SCHEDULE OF SUPPLIES/SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	Re-Adjustment Counseling for Veteran Beneficiaries and their families for veterans separating from military service, retiring from military service or returning from combat zones.						
(Use Reverse and/or Attach Additional Sheets as Necessary)							
25. ACCOUNTING AND APPROPRIATION DATA See CONTINUATION Page						26. TOTAL AWARD AMOUNT (For Govt. Use Only)	
<input checked="" type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA						<input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.	
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA						<input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED	
<input type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>1</u> COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED						<input type="checkbox"/> 29. AWARD OF CONTRACT: REF. _____ OFFER DATED _____, YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN IS ACCEPTED AS TO ITEMS:	
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)			
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)				30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) Martin Priest Contracting Officer	
						31c. DATE SIGNED	

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SECTION B - CONTINUATION OF SF 1449 BLOCKS

B.1 CONTRACT ADMINISTRATION DATA

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

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

a. CONTRACTOR:

b. GOVERNMENT: Contracting Officer 36C256 Martin Priest

ALEXANDRIA VA HEALTH CARE SYSTEM

NETWORK CONTRACTING OFFICE 16

ALEXANDRIA VA HEALTH CARE SYSTEM

PO BOX 69004

ALEXANDRIA LA 71306-9004

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

☒ 52.232-34, Payment by Electronic Funds Transfer—Other Than System For Award Management, or

☐ 52.232-36, Payment by Third Party

3. INVOICES: Invoices shall be submitted in arrears:

a. Quarterly ☐

b. Semi-Annually ☐

c. Other ☒ Monthly in Arrears

4. GOVERNMENT INVOICE ADDRESS: All Invoices from the contractor shall be submitted electronically in accordance with VAAR Clause 852.232-72 Electronic Submission of Payment Requests.

Department of Veterans Affairs

Financial Services Center

PO Box 149971

Austin TX 78714

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

AMENDMENT NO	DATE
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B.2 LIMITATIONS ON SUBCONTRACTING-- MONITORING AND COMPLIANCE (JUN 2011)

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

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

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

as may be required to enable the CO to assess the contractor compliance with the subcontracting commitments.

B.4 PRICE/COST SCHEDULE**ITEM INFORMATION**

ITEM NUMBER	DESCRIPTION OF SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	Individual Counseling - Rapides Parish Vet center Readjustment Counseling Fee Contract for Natchitoches, LA. service area. Contract Period: Base POP Begin: 04-01- 2017 POP End: 03-31-2018	225.00	EA	_____	_____
0002	Group Counseling - Rapides Parish Vet center Readjustment Counseling Fee Contract for Natchitoches, LA. service area. Contract Period: Base POP Begin: 04-01- 2017 POP End: 03-31-2018	400.00	EA	_____	_____
0003	Family Counseling - Rapides Parish Vet center Readjustment Counseling Fee Contract for Natchitoches, LA. service area. Contract Period: Base POP Begin: 04-01- 2017 POP End: 03-31-2018	6.00	EA	_____	_____
1001	Individual Counseling - Rapides Parish Vet center Readjustment Counseling Fee Contract for Natchitoches, LA. service area. Contract Period:	225.00	EA	_____	_____

	Option 1 POP Begin: 04-01-2018 POP End: 03-31-2019				
1002	Group Counseling - Rapides Parish Vet center Readjustment Counseling Fee Contract for Natchitoches, LA. service area. Contract Period: Option 1 POP Begin: 04-01-2018 POP End: 03-31-2019	400.00	EA	_____	_____
				—	—
1003	Family Counseling - Rapides Parish Vet center Readjustment Counseling Fee Contract for Natchitoches, LA. service area. Contract Period: Option 1 POP Begin: 04-01-2018 POP End: 03-31-2019	6.00	EA	_____	_____
				—	—
2001	Individual Counseling - Rapides Parish Vet center Readjustment Counseling Fee Contract for Natchitoches, LA. service area. Contract Period: Option 2 POP Begin: 04-01-2019 POP End: 03-31-2020	225.00	EA	_____	_____
				—	—
2002	Group Counseling - Rapides Parish Vet center Readjustment Counseling Fee Contract for Natchitoches, LA.	400.00	EA	_____	_____
				—	—

	service area. Contract Period: Option 2 POP Begin: 04-01- 2019 POP End: 03-31-2020				
2003	Family Counseling - Rapides Parish Vet center Readjustment Counseling Fee Contract for Natchitoches, LA. service area. Contract Period: Option 2 POP Begin: 04-01- 2019 POP End: 03-31-2020	6.00	EA	_____	_____
				—	—
3001	Individual Counseling - Rapides Parish Vet center Readjustment Counseling Fee Contract for Natchitoches, LA. service area. Contract Period: Option 3 POP Begin: 04-01- 2020 POP End: 03-31-2021	225.00	EA	_____	_____
				—	—
3002	Group Counseling - Rapides Parish Vet center Readjustment Counseling Fee Contract for Natchitoches, LA. service area. Contract Period: Option 3 POP Begin: 04-01- 2020 POP End: 03-31-2021	400.00	EA	_____	_____
				—	—
3003	Family Counseling - Rapides Parish Vet center Readjustment Counseling Fee	6.00	EA	_____	_____
				—	—

	Contract for Natchitoches, LA. service area. Contract Period: Option 3 POP Begin: 04-01- 2020 POP End: 03-31-2021				
4001	Individual Counseling - Rapides Parish Vet center Readjustment Counseling Fee Contract for Natchitoches, LA. service area. Contract Period: Option 4 POP Begin: 04-01- 2021 POP End: 03-31-2022	225.00	EA	_____	_____
				—	—
4002	Group Counseling - Rapides Parish Vet center Readjustment Counseling Fee Contract for Natchitoches, LA. service area. Contract Period: Option 4 POP Begin: 04-01- 2021 POP End: 03-31-2022	400.00	EA	_____	_____
				—	—
4003	Family Counseling - Rapides Parish Vet center Readjustment Counseling Fee Contract for Natchitoches, LA. service area. Contract Period: Option 4 POP Begin: 04-01- 2021 POP End: 03-31-2022	6.00	EA	_____	_____
				—	—
				GRAND TOTAL	_____

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B.5 DELIVERY SCHEDULE

ITEM NUMBER		QUANTITY	DELIVERY DATE
0001	SHIP TO: Department of Veterans Affairs Medical Center Rapides Parish Veterans Center PO BOX 69004 Alexandria, LA 71306 9004 MARK Elizabeth Nolen FOR: 318-466-4327 elizabeth.nolen@va.gov	225.00	31 March 2018
0002	SHIP TO: Department of Veterans Affairs Medical Center Rapides Parish Veterans Center PO BOX 69004 Alexandria, LA 71306 9004 MARK Elizabeth Nolen FOR: 318-466-4327 elizabeth.nolen@va.gov	400.00	31 March 2018
0003	SHIP TO: Department of Veterans Affairs Medical Center Rapides Parish Veterans Center PO BOX 69004 Alexandria, LA 71306 9004 MARK Elizabeth Nolen FOR: 318-466-4327 elizabeth.nolen@va.gov	6.00	31 March 2018
1001	SHIP TO: Department of Veterans Affairs Medical Center Rapides Parish Veterans Center PO BOX 69004 Alexandria, LA 71306 9004 MARK Elizabeth Nolen FOR: 318-466-4327 elizabeth.nolen@va.gov	225.00	31 March 2019
1002	SHIP TO: Department of Veterans Affairs Medical Center Rapides Parish Veterans Center PO BOX 69004 Alexandria, LA 71306 9004 MARK Elizabeth Nolen	400.00	31 March 2019

	FOR: 318-466-4327 elizabeth.nolen@va.gov		
1003	SHIP TO: Department of Veterans Affairs Medical Center Rapides Parish Veterans Center PO BOX 69004 Alexandria, LA 71306 9004 MARK Elizabeth Nolen FOR: 318-466-4327 elizabeth.nolen@va.gov	6.00	31 March 2019
2001	SHIP TO: Department of Veterans Affairs Medical Center Rapides Parish Veterans Center PO BOX 69004 Alexandria, LA 71306 9004 MARK Elizabeth Nolen FOR: 318-466-4327 elizabeth.nolen@va.gov	225.00	31 March 2020
2002	SHIP TO: Department of Veterans Affairs Medical Center Rapides Parish Veterans Center PO BOX 69004 Alexandria, LA 71306 9004 MARK Elizabeth Nolen FOR: 318-466-4327 elizabeth.nolen@va.gov	400.00	31 March 2020
2003	SHIP TO: Department of Veterans Affairs Medical Center Rapides Parish Veterans Center PO BOX 69004 Alexandria, LA 71306 9004 MARK Elizabeth Nolen FOR: 318-466-4327 elizabeth.nolen@va.gov	6.00	31 March 2020
3001	SHIP TO: Department of Veterans Affairs Medical Center Rapides Parish Veterans Center PO BOX 69004 Alexandria, LA 71306 9004 MARK Elizabeth Nolen FOR: 318-466-4327 elizabeth.nolen@va.gov	225.00	31 March 2021
3002	SHIP TO: Department of Veterans Affairs Medical Center	400.00	31 March 2021

		Rapides Parish Veterans Center PO BOX 69004 Alexandria, LA 71306 9004		
	MARK	Elizabeth Nolen		
	FOR:	318-466-4327 elizabeth.nolen@va.gov		
3003	SHIP TO:	Department of Veterans Affairs Medical Center Rapides Parish Veterans Center PO BOX 69004 Alexandria, LA 71306 9004	6.00	31 March 2021
	MARK	Elizabeth Nolen		
	FOR:	318-466-4327 elizabeth.nolen@va.gov		
4001	SHIP TO:	Department of Veterans Affairs Medical Center Rapides Parish Veterans Center PO BOX 69004 Alexandria, LA 71306 9004	225.00	31 March 2022
	MARK	Elizabeth Nolen		
	FOR:	318-466-4327 elizabeth.nolen@va.gov		
4002	SHIP TO:	Department of Veterans Affairs Medical Center Rapides Parish Veterans Center PO BOX 69004 Alexandria, LA 71306 9004	400.00	31 March 2022
	MARK	Elizabeth Nolen		
	FOR:	318-466-4327 elizabeth.nolen@va.gov		
4003	SHIP TO:	Department of Veterans Affairs Medical Center Rapides Parish Veterans Center PO BOX 69004 Alexandria, LA 71306 9004	6.00	31 March 2022
	MARK	Elizabeth Nolen		
	FOR:	318-466-4327 elizabeth.nolen@va.gov		

B.6 PERFORMANCE WORK STATEMENT (PWS)

**For
READJUSTMENT COUNSELING SERVICES
RAPIDES PARISH VET CENTER, #734
(Licensed Clinical Social Worker)**

SECTION 1. GENERAL.

1.1. **SERVICES REQUIRED.** Under the authority of Public Law 104-262, 38 U.S.C. 8153 and VAAR Part 873, the Contractor agrees to provide Health Care Resources in accordance with the terms and conditions stated herein, to the Alexandria VA Health Care System, hereafter referred to as VAHCS. The Contractor shall provide qualified Licensed Clinical Social Workers (hereafter called contract service provider), administrative personnel and services, facilities, and equipment as necessary to provide Readjustment Counseling Services (RCS) required to assist all eligible combat Veterans and/or Active duty Veterans of any conflict and/or their families located in the Natchitoches area and surrounding parishes.

1.2. **PLACE OF PERFORMANCE.** Services will be provided in Contractor-provided facility. Facility must be located within 50 miles of the Center of Natchitoches and must be appropriate for providing readjustment counseling services in a relatively unstructured, client oriented and safe setting.

1.3. **BACKGROUND INFORMATION.** It is the intent of this document to establish a non-personal performance based service contract with the terms, conditions, provisions, and specifications governing RCS to be provided by the contract service provider to assist all eligible combat Veterans of any conflict to resolve war-related psychological difficulties and to help them achieve a successful post-war readjustment to civilian life referred by the Rapides Parish Vet Center. Legislation authorized VA to augment Vet Center services through contracts with the private sector providers for provision of readjustment counseling to veterans who served during a period and in the theater of armed hostilities. This requirement serves the Natchitoches and the surrounding parishes where the Veterans reside more than 50 miles from the Veteran Center. Services will include individual therapy, group and couple/family sessions.

1.3.1. In 1979, Public Law 96-22 added Section 612A to 38 U.S.C. 1712A authorizing the Department of Veterans Affairs (DVA or VA) to provide readjustment counseling to assist all eligible combat Veterans of any conflict to resolve war-related psychological difficulty. Subsequently, Section 612A, currently guarantees readjustment counseling as a lifetime entitlement to war zone Veterans under RCS and requires no change in venue for VA's system of community-based outreach and counseling centers (Vet Centers). RCS currently administers a nationwide system of 300 Vet Centers located in all 50 States and surrounding territories including the District of Columbia, the US Virgin Islands, Puerto Rico, Guam and American Samoa.

1.3.2. The Vet Center mission is to provide outreach and counseling to assist eligible Veterans resolve war-related psychological difficulties and to help them achieve a successful post-war

readjustment to civilian life. Toward these objectives, the Vet Centers provide a mix of psychological and social services: psychological counseling and psychotherapy (individual, group, and family), outreach, networking and referral, employment counseling, education/career counseling, crisis counseling, community education, substance abuse aftercare and referral, consultation to professionals, and conjoint services at VA Medical Centers and Clinics.

1.3.3. The initiating legislation also authorized VA to augment Vet Center services through contract with private sector contract service providers for provision of readjustment counseling to combat Veterans geographically removed from existing Vet Centers and other VA Healthcare facilities.

1.3.4. Eligibility for readjustment counseling services is limited to any Veterans and Active Duty Service members, to include members of the National Guard and Reserve components, who:

- Have served on active military duty in any combat theater or area of hostility
- Experienced a Military sexual trauma;
- Provided direct emergent medical care or mortuary services, while serving on active military duty, to the casualties of war, or;
- Served as a member of an unmanned aerial vehicle crew that provided direct support to operations in a combat zone or area of hostility.
- Vietnam Era Veterans who have accessed care at a Vet Center prior to January 1, 2004.

Vet Center services are also provided to family members of Veterans and Service Members for military related issues when it is found aid in the readjustment of those that have served. This includes bereavement counseling for families who experience an active duty death.

1.3.5. The groups of individuals eligible to receive readjustment counseling services include all War Zone Veterans, of any conflict, including but not limited to:

- | | |
|----------------------|---|
| • World War II | (Including American Merchant Marines) |
| • Korean War | June 27, 1950, through July 1954 |
| • Vietnam War | February 28, 1961 through May 7, 1975 |
| • Lebanon | August 25, 1982, through February 26, 1984 |
| • Grenada | October 23, 1983, through November 21, 1983 |
| • Panama | December 20, 1989, through January 31, 1990 |
| • Persian Gulf | August 2, 1990, to present |
| • Somalia | September 17, 1992, to present |
| • Kosovo | March 24, 1999 to present |
| • Bosnia | November 21, 1995 through 1, 2007 |
| • Iraq/Afghanistan | April 1, 2003 to present |
| • Operation New Dawn | February 17, 2010 to present |

1.3.6. In 1981, VA initiated a new organizational element, RCS, to oversee Vet Centers in the provision of readjustment counseling services. The goal of the RCS Vet Center program is to provide a broad range of counseling, outreach, and referral services to eligible veterans needing

post-war readjustment to civilian life. This includes assistance with basic needs, therapeutic counseling for drug and alcohol abuse, and treatment for military sexual trauma, bereavement counseling and Post-Traumatic Stress Disorder (PTSD).

1.3.7. RCS has the authority to contract with private clinicians to provide counseling services to eligible veterans. RCS Vet Center program officials determine the locations for these services. The primary criterion for consideration is the level of unmet needs among the eligible Veteran population where existing Vet Centers are not capable of furnishing the needed services due to geographical distances.

1.3.8. RCS contract programs are designed to improve rural veterans' access to counseling for military-related social and psychological readjustment problems. At each Vet Center, the Team Leader (TL) is normally appointed as the contracting officer's representative (COR). Contract administration is the responsibility of the TL and includes authorizing client referrals and number of treatment modalities and performing verifications that veterans received services as invoiced.

1.3.9. The Government estimated that services will be required for approximately 30 to 40 individuals per month. Eligibility will be verified by the Vet Center who will refer the Veteran to the Contractor for services.

1.3.10. The Government has some in-house capability to provide these type services. This contract will be used only upon a determination by the Vet Center that existing Government resources are not capable of furnishing needed readjustment counseling services, or cannot do so economically because of geographical inaccessibility.

1.3.11. The Contractor is prohibited from engaging in community access services such as outreach, education or any other community based professional activities designed to solicit Veteran clients.

1.4. PERSONNEL.

1.4.1. STAFF/FACILITY. The Contractor will be responsible for ensuring that Contractor employees performing work on this contract are fully trained and competent to perform the required work. The contractor is required to develop and maintain the following documents for each Contractor employee working on the contract:

- resume
- credentials and qualifications for the job;
- Trainings such as Privacy and Confidentiality, First Aid, CPR, etc...
- a current competence assessment checklist (an assessment of knowledge, skills, abilities and behaviors required to perform a job correctly and skillfully, includes knowledge and skills required to provide care for certain patient populations, as appropriate);
- a current performance evaluation supporting ability of the Contractor employee to successfully perform the work required in this solicitation;

- a listing of relevant continuing education for the last two years, and current provider certifications and licenses.
- a designated governing board administrative and/or disciplinary actions.

1.4.1.1. The Contractor will provide current copies of these records at the time of contract award and annually on the anniversary date of contract award to the Contracting Officer or designee, or upon request, for each Contractor employee working on the contract. Contractor will ensure that VAMC always has a current copy of provider licenses.

1.4.1.2. License and Certification. Contract service providers providing counseling services shall be licensed in accordance with all Federal, State, and/or local requirements and certification(s) applicable to the performance of this type of counseling services. This license/certification must be maintained throughout the course of the contract. Contractor shall provide official verification of credentials from the educational institution awarding the professional degree for each of its contract service providers upon request of the Contracting Officer or COR.

1.4.1.3. Conflict of Interest. The Contractor shall not propose any person who is also an employee of the VAHCS if the employment of that person would create an appearance of conflict of interest.

1.4.1.3.1. A Government employee who is employed by a Contractor is prohibited from participating personally and substantially on behalf of the Government through decision, approval, disapproval, recommendation, rendering of advice, certifying for payment or otherwise in that contract. No VA employee who is an employee, officer, director, or trustee of an affiliated university, or who has a financial interest in the contract, may lawfully participate in a VA contract or any other Government contract with the university. Authority: Title 18 U.S.C. Section 208(a), and Title 5 Code of Federal Regulations (CFR) Section 2635.402.

1.4.1.4. US Citizenship related Requirements.

- a. a valid US Driver's license
- b. copy of birth certificate
- c. 18 years of age or above
 - d. a lawful permanent resident for 5 years (3 years if married to a US citizen)
- e. maintain continuous residence during the past 5 years (3 years if married to a US citizen)
- f. maintain physical presence during the past 5 years (3 years if married to a US citizen)
- g. have good moral character
- h. must be proficient in written and spoken English
- i. basic knowledge of US government and history
- j. be willing to take the Oath of Allegiance

1.4.1.5. In accordance with Public Law 95-201, Physicians and personnel providing health care services under this contract that include direct patient-care responsibilities must speak and write English proficiently.

1.4.2. NON PERSONAL SERVICES. These services are non-personal services. The Government may evaluate the quality of professional and administrative services provided; but retains no control over the medical, professional aspects of services rendered (e.g., professional judgments, diagnosis for specific medical treatment), in accordance with Federal Acquisition Regulations (FAR) 37.401(b).

1.4.2.1. The Contractor's employees will not be considered a VA employee for any purpose and shall be considered employees of the Contractor.

1.4.2.2. The Contractor shall assume full responsibility for the protection of its personnel furnishing services under this contract, in accordance with the personnel policy of the Contractor. To carry out this responsibility, the contractor shall provide the following for these personnel:

- General Liability
- Worker's compensation
- Professional liability insurance
- Health examinations
- Income tax withholding, and
- Social security payments

1.4.3. Insurance Requirements. Professional liability insurance in the amount of \$2 million per occurrence, \$4 million per aggregate, must be maintained by the Contractor for the duration of services. A copy of the insurance policy shall be provided to the Contracting Officer before award and upon renewal of insurance policy.

1.4.4. KEY PERSONNEL AND EMERGENCY SUBSTITUTIONS. Personnel accepted by the Government (from the successful technical proposal) to perform on this contract are considered to be essential to the work performance. Prior to diverting any of the Government-accepted personnel to other programs, the Contractor shall notify the Contracting Officer or his representative (COR) at least 30 days in advance in sufficient detail to permit evaluation of the impact on the program.

1.4.4.1. During the first ninety (90) days of performance, the Contractor shall make NO substitutions of key personnel unless the substitution is necessitated by illness, death, or termination of employment. The Contractor shall notify the Contracting Officer, in writing, within 15 calendar days after the occurrence of any of these events and provide the information required by paragraph 1.4.4.2 below. After the initial 90-day period of the contract, the Contractor shall submit the information required by paragraph 1.4.4.2 to the Contracting Officer at least 30 days prior to making any permanent substitutions.

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

1.4.4.3. For temporary substitutions where the key person will not be reporting to work for three (3) consecutive work days or more, the Contractor will provide a qualified replacement for the key person. This substitute shall have comparable qualifications to the key person. Any period exceeding two weeks will require the procedure as stated above.

1.4.4.4. No diversion shall be made by the Contractor without the written consent of the Contracting Officer. The Contracting Officer may ratify in writing such diversion and such ratification shall constitute the consent of the Contracting Officer required by this section.

1.4.4.5. The listing of key personnel may be amended from time to time during the course of the contract to either add or delete personnel, as appropriate. If the continued commitment of any key personnel is beyond the control of the Contractor, the Contractor shall notify the Contracting Officer immediately and shall make recommendations for the substitution of another person.

1.4.4.6. The Contractor shall assign to this contract the following key personnel:

-Licensed Clinical Social Workers (LCSW)

1.4.4.7. In the event the contract is extended by option exercise, the Contracting Officer will request a current list of those employees providing services under this contract. This listing will be compared with the existing list of providers. Any changes in personnel or employees proposed by the contractor will be brought to the attention of the Vet Center Team Leader/COR. The Team Leader/COR will review the information on the new personnel to ensure that the level and quality of service is consistent with the initial proposal and the terms of the original contract.

1.5. HOURS OF OPERATION. The Contractor shall provide services normal working hours. The Contractor will not be required, except in case of an emergency, to furnish such services during off duty hours.

1.5.1. Normal Hours. Normal Work Hours of the VAHCS is Monday through Friday, 8:00 a.m. to 4:30 p.m.

1.5.2. Work Schedule: Monday through Friday, 8:00 a.m. – 4:30 p.m.

1.5.3. Recognized Holidays: The 10 holidays observed by the Federal Government:

New Year's Day
 Martin Luther King's Birthday
 Washington's Birthday
 Memorial Day
 Independence Day
 Labor Day
 Columbus Day
 Veteran's Day
 Christmas Day

and any other day declared by the President of the United States as a National Holiday.

1.5.4. Emergency Services. Reserved.

1.5.5. Cancellation Policy: Requirements for cancellation (if any). Contractor shall notify COTR and/or Team Leader or Contracting Officer within 180 days from date of decision in order to plan for continuation of care. Such timeframe will allow Vet Center Team Leader to ensure qualified personnel are identified to support and address the Veterans' needs.

1.6. PHYSICAL SECURITY. Contractor shall insure that all client appointment books, charts, and client related information are locked in a secure location.

SECTION 2. DEFINITIONS.

2.1. The following terms when used in this Contract shall be defined as follows:

Acceptable Quality Level (AQL) - The AQL is the maximum percent defective that, for purposes of sampling inspections can be considered satisfactory.

Contracting Officer (CO) - A person duly appointed with the authority to enter into and administer contracts on behalf of the U.S. Government. Contracting officers are responsible for ensuring performance of all necessary actions for effective contracting, ensuring compliance with the terms of the contract, and safeguarding the interests of the United States in its contractual relationships.

Contracting Officer's Representative COR - An individual designated by the Contracting Officer to act as his/her representative to assist in administering a contract. The source and authority for a COR are contained in the written letter of designation. The Contracting Officer may delegate one or more VAHCS employees who are responsible for monitoring the performance of the Contractor.

Customer Complaint. A means of documenting certain kinds of contract service problems. A government program that is explained to every organization that receives service under this contract, which is used to evaluate contractor's performance.

Defective Service. A service output that does not meet the standard of performance associated with it in the Performance Requirements Summary (PRS).

Non-personal services contract - a contract under which the personnel rendering the services are not subject, either by the contract's terms or by the manner of its administration, to the supervision and control usually prevailing in relationships between the Government and its employees."

Performance Requirements Summary (PRS). Identifies the key service outputs of the contract that will be evaluated by the government to assure contract performance standards are met by the Contractor.

Quality Control. Those actions taken by a contractor to control the performance of services so that they meet the requirements of the PWS.

Quality Improvement (QI) - the ongoing process of responding to data gathered through quality monitoring efforts, to improve the quality of health care delivered to individuals. This process involves follow-up studies of the measures taken to effect change in order to demonstrate that the desired change has occurred.

Quality Monitoring (QM) - the ongoing process of assuring that the delivery of health care is appropriate, timely, accessible, available, medically necessary and in keeping with established guidelines and standards and reflective of the current state of medical knowledge.

Security incident - means an event that has, or could have, resulted in unauthorized access to, loss or damage to VA assets, or sensitive information, or an action that breaches VA security procedures.

VAHCS – means Veteran Affairs Health Care System

2.2. TECHNICAL DEFINITIONS PECULIAR TO THIS PWS. (In alphabetical order).

Readjustment counseling. Individual, group, and family counseling, employment counseling, benefit counseling and referral services for eligible Veterans who have psychosocial problems as part or readjustment to civilian life after military duty during the specified conflicts. The counseling may include traditional psychotherapeutic modalities but the purpose of psychotherapy (or any modality) must be, as a primary task, to address readjustment difficulties derived from military duties and the homecoming experience.

RCSnet. A web-based application that serves as a repository for clinical, demographic, and administrative data for eligible Veterans and their family members. RCSnet creates an electronic system of records that enhances the delivery of RCS services to Veterans providing counselors the ability to access Veteran client records from any Vet Center location. RCSnet provides numerous tools to VHA RCS management and staff to track workload and to help

them manage the day to day operation of their Vet Centers. The system is designed with restricted access through use of electronic authentication methods and controlled by role-based permissions to Vet Center information ensuring the confidentiality of Veteran records to comply with the mandated separate system of records.

Significant others. Members of the Veteran's immediate family, legal guardian, or individual with whom the Veteran lives or certifies an intention to live may be seen conjointly with a Veteran in couple or family counseling by the contract service provider

SECTION 3. GOVERNMENT FURNISHED PROPERTY AND SERVICES.

Contractor shall provide all personnel, equipment, supplies, facilities, transportation, tools, materials, supervision, utilities, postal, telephone, cable, custodial and refuse collection services, insect or rodent control, ground maintenance, police or fire protection, data processing, transportation, emergency medical treatment and other items and non-personal services necessary to perform readjustment counseling services to combat Veterans and Families as define in this Performance Work Statement except for those items except for those items specified as Government furnished property and services. The Contractor shall perform to the standards in the contract.

SECTION 4. CONTRACTOR FURNISHED ITEMS AND SERVICES.

4.1. GENERAL. Except for those items or services specifically stated to be government furnished in Section C-3, the contractor shall furnish everything required to perform this contract.

SECTION 5. SPECIFIC TASKS.

5.1. FACILITIES. The Contractor shall provide a facility or facilities that are adequate to meet the criteria for providing services to the Veterans' plan includes private and confidential group and individual counseling areas. These areas must be easily accessible to those physically challenged.

5.2. REFERRALS. Service initiation will be through referral only. Only Vet Center Staff (Team Leader), Regional Managers, and Chief of staff or designee at the DVA may make referrals to a contractor. The number, type and frequency of counseling services to the Veterans and significant others can be provided only as authorized by the referring DVA and Vet center staff members.

5.2.1. Eligibility will be verified by VA through submission of information sufficient to identify the Veteran to the Vet Center for verification of basic eligibility to receive VA benefits.

5.2.1.1. Upon determination of eligibility and completion of assessment that determines the need for readjustment counseling services, a referral will be made by completion of VA Form 10-5565b, Veterans Outreach Program Contract Services Authorization, which officially effects a referral to the Contractor . The completion and disposition of VA Form 10-5565b is to be implemented according to the instructions on the form.

5.2.1.2. The Vet Center will notify the Contractor, in a timely manner, regarding such eligibility in order to expedite counseling services under this program.

5.2.1.3. In those situations where eligibility cannot be verified prior to authorization, the Vet Center may authorize the Contractor to proceed on the basis of presumptive eligibility, if it is clinically determined that an emergency exists requiring provision of immediate readjustment counseling services. In such cases, the Contractor will inform the Veteran that if eligibility is not substantiated, the Veteran will be billed for all counseling services received.

5.2.2. Services to “significant others” will be initiated only on the basis of authorization from Vet Center staff or Veterans Health Administration (VHA) qualified mental health professionals (psychiatrist, psychologist, social worker, or a psychiatric nurse clinical specialist) at VA health care facilities. All referrals made by VHA mental health professionals who are not Vet Center staff, will be closely coordinated with the Vet Center Team Leader/Contracting Officer's Representative (TL/COR), as the latter will assume responsibility for monitoring the case once the referral is made.

5.2.2.1. Counseling with a “Significant Other”. Significant others may be seen conjointly with a Veteran in couple or family counseling by the Contract service provider. This will be limited to counseling for problems which have a distinct relationship to the Veteran's readjustment from military duty. Significant others may be seen without the Veteran present only when clinically required as an integral part of couple or family counseling. Such visits by significant others without the Veteran present, however, are limited to one (1) visit per ten couple or family sessions. Exceptions may be granted to the limitation on significant other visits only when clinically approved by the Vet Center.

5.2.3. Referrals and ongoing assessment of counseling cases will be managed so as to ensure the availability of services to the largest number of eligible Veterans.

5.3. READJUSTMENT COUNSELING. Contract readjustment counseling includes the same mix of social and psychological services as provided at Vet Centers, with the exception of community outreach. The purpose of the contracts program, as intended by Congress and implemented by VA, is for the provision of readjustment counseling and not for general mental health services. Contract readjustment counseling may include social services and/or psychotherapy, but the services provided must address readjustment difficulties deriving from military duties and/or homecoming experiences. The provision of services for problems not having a clear and distinct relationship to military duty and readjustment to civilian life from military duty, is not authorized

5.3.1. Contractor will not be required to provide general mental health services, but only readjustment counseling for the problems that bear a distinct and crucial relation to readjustment from military duty, for example:

- Psychosocial problems related to exposure to war trauma.

- Other aspects of duty in the Southeast Asia combat zone, or other zones previously cited.
- Post-traumatic stress disorder.
- Stresses unique to military duty during conflicts.
- Psychological concern over a possible service connected condition.
- Psychosocial problems related to substance abuse clinically associated with military duty or post-military readjustment.
- Post combat zone experiences to include homecoming and re-entry experiences.
- Post military discharge environmental stressors exacerbating the effects of military duty stressors.
- Psychological concern over possible exposure to chemical and/or biological agents in the war-zone.
- Generalized alienation from society manifested by interruption of normal readjustment processes.
- Psychosocial problems about type of military discharge other than dishonorable.
- Financial difficulties created by the loss of income as a result of active duty service.
- Difficulties created by the reversal of roles within the marriage as a result of the active duty service of one or both member of the marital couple.
- Psychological stress upon the marriage created due to the disability incurred by one of the marital partners as a result of the active duty service.

5.3.2. The provision of medications and physical examinations are not to be considered a component of readjustment counseling, and therefore, will not be provided under this contract mechanism.

5.3.3. A visit shall consist of a minimum of 45 minutes. A group counseling visit will consist of a minimum of 90 minutes.

5.3.4. Brief therapy will be provided whenever clinically feasible to facilitate serving the largest number of eligible Veterans. Theater Veterans exposed to war-zone stress will be considered the highest priority recipients for contract readjustment counseling.

5.3.5. Group counseling will be encouraged whenever clinically feasible as this method is both clinically indicated and cost effective for Veterans with readjustment difficulties. The composition of such groups must include at least 50 percent eligible war-zone Veterans for a contract provider to be reimbursed for the group counseling session. Exceptions to this may be granted by the COR when clinically indicated.

5.3.6. Initial Referrals. All initial referrals to the Contractor will be for up to three (3) visits for clinical assessment, brief counseling and developing of a treatment plan. The Contractor must provide, in writing, an initial comprehensive psychosocial assessment and counseling plan to the COR no later than the completion of the third initial visits.

5.3.6.1. The Contractor shall schedule the initial Veteran counseling session (visit) within five (5) working days from the date the Veteran was referred (by VA Form 10-5565b).

5.3.6.2. Contract service provider will be required to submit initial assessments/counseling, updated counseling plans, and Veterans DD214, to the COR one (1) week prior to scheduling the next block of visits. Contractor will insure that all client records are maintained in a structured format and contain assessment/counseling plans.

5.3.7. Additional Visits. If additional visits are indicated upon completion of the first three (3) visits, the Vet Center will obtain from the contract service provider a counseling plan documenting the need for continuing readjustment counseling. Contract provider clinical assessments and counseling plans shall adhere to the standard protocols used at Vet Center.

5.3.7.1. After reviewing the plan, the Vet Center may authorize the Veteran for up to a block of 15 additional visits. Subsequent re-authorizations are established for a finite period (up to six (6) visits per quarter) and updated case counseling plans are subject to evaluation prior to further authorization. Effective management of case progress and available funding requires that Vet Centers specify on the VA Form 10-5565b, a time period within which a block of authorized visits must be delivered. For example, a Veteran may be authorized a block of 12 weekly sessions to be used within a two-quarter period. If the Veteran does not use all 12 sessions during the specified time, he may be reviewed and re-authorized for additional visits at the beginning of the next quarter.

5.4. Verification Forms.

5.4.1. At the completion of each counseling session or group therapy, the contract service provider shall document on the VA Form 10-5565b, the name of the Veteran or client, name of counselor and professional degree, as well as date of service, length of treatment, time of day, treatment modality and client's signature. This verification form will be filled in by the contract service provider and presented to the Veteran or client for his/her signature. The Contract shall only provide those services identified on the VA Form 10-5565b.

5.4.2. The verification form will be sent to the Vet Center COR with a copy of the monthly invoice submitted to the Billing Office. The Contractor shall secure a signed acknowledgment of services from each client and for each visit for which they are invoicing the VA.

5.5. Progress Notes.

5.5.1. Contractor will be required to insure all client progress notes are present, dated, signed and show client movement in relation to counseling goals.

5.5.2. Client numbers and records for significant others, will be maintained in the name of the Veteran; however, counseling case notes/progress notes on visits by significant others should be maintained as discrete and separate from the Veteran's notes for continuity of notation, and so they can be easily extracted if a request for the Veteran's counseling record is made.

5.6. Psychosocial Assessments and Counseling Plans.

5.6.1. The Psychosocial Assessment and Counseling Plan may be presented to the Vet Center orally, not later than the completion of the third initial visit, but shall be followed with a written copy within three (3) days. This plan shall be received, reviewed and approved by the Team Leader/COR prior to authorizing ongoing contracted counseling services. The plan will be documented in the Veteran's record by the Vet Center.

5.6.2. Determination of adequacy of counseling plans will be based on the professional judgment of the COR in each case. The Vet Center reserves the right to modify the treatment plan submitted by the contract service provider. Coordination of the counseling plans to the Vet Center must occur in a timely manner so there will be no disruption in the continuation of readjustment counseling.

5.6.3. An updated counseling plan will be submitted to the COR, one week prior to the completion of each authorized block of visits thereafter which addresses continuing need for readjustment counseling.

5.6.4. Counseling records are considered the property of the VA. The Vet Center will specify on the VA Form 10-5565b how many visits and the type of counseling to be provided (individual, group, etc.).

5.7. RECORDKEEPING. Contractors shall maintain accurate and complete counseling records which comply with the confidentiality requirements of Public Law 93-282 and the Privacy Act of 1974, Public Law 93-579. Format for counseling record will be provided by the Vet Center.

5.7.1. Contractor shall ensure the physical security of records and the prevention of disclosure of the records, reports, or other private information of clients except with the client's informed, written consent. Counseling records shall mirror Vet Center changes are considered the property of the Department of Veterans Affairs.

5.7.2. One (1) year following termination of the contract, the Contractor shall turn the client folder over to the authorizing Vet Center, or contact the Regional Manager of the Vet Center to determine to which Vet Center the folder should be sent. The same procedures will apply when the contract between the VA and the Contractor terminates.

5.8. TIME LIMIT FOR READJUSTMENT COUNSELING. There is a limited eligibility for readjustment counseling through a contract provider to one (1) year from the time of the Veteran's first visit. This provision is based upon existing knowledge regarding the etiology and longitudinal course of war-related readjustment difficulties to include post-traumatic stress disorder (PTSD) and upon program experience which indicates that most Veterans referred complete services within one (1) year.

5.8.1. This provision should not be implemented in an arbitrary manner nor should it be applied in isolation from other indicators for clinical case progress.

5.8.2. In most cases, authorization beyond one (1) year should be short-term extensions designed to facilitate completing services or appropriate referral. If longer term extension of authorization is necessary, the following procedures will be followed:

- The Vet Center Team Leader/COR will interview the Veteran (in person or by telephone) to conduct an updated, comprehensive psycho-social assessment to ensure continuing clinical need for readjustment counseling.
- If there is clinical indication for continuing readjustment counseling beyond one (1) year, the Vet Center Team Leader/COR must consult with the Assistant Regional Manager for Contract Services prior to authorizing continuing visits. All requests for readjustment counseling beyond one (1) year, for more than brief transitioning purposes, must be reviewed and approved by the RCS regional manager or designee and documented in the Veteran's clinical record.

5.8.3. If a Veteran currently receiving readjustment counseling from another provider resides in a closer proximity to the Contractor, the Veteran may be transferred to the Contractor in order to continue uninterrupted counseling from the most convenient service provider.

5.9. Contractor shall insure that any clients who cannot be counseled by the contract service provider are referred appropriately. Contractor shall document in client file and consult with COR any client with complicated medical and/or psychiatric problems

5.10. Contractor will insure that all clients presenting homicidal and or suicidal potential are reviewed with the COR immediately and documented in the client's file. A copy of the written report shall be given to the COR within 48 hours.

5.11. Contractor shall insure that follow-up contacts are made within 60 days after the last contact with client and is documented in client folder.

5.12. Contractor shall immediately notify the COR in the event a veteran is no longer being seen under this program, and submit a closing summary to COR.

5.13. Contractor shall insure that client folders are placed in inactive status after 90 days of inactivity unless there are clinical reasons to keep the file active.

5.14. A closing summary shall be placed in inactive client folders, which spells out the degree of success (or lack thereof), counseling plan/goals and prognosis. A copy of the closing summary report shall be given to the COR within 30 calendar days.

5.15. Contractor shall advise all veterans where applicable that the DVA will not reimburse them through this program for physical examinations, drugs, or other medical treatments. DVA will provide medical care where appropriate to eligible veterans within the limits of this Medical Center.

5.16. PHASE OUT.

5.16.1. If readjustment counseling beyond the contract period is indicated, and if the contract is not renewed, the Contractor shall make appropriate referral to another counseling resource, in consultation with the original referrer. Exceptions to this requirement may be made, upon authorization, based on determination of the continuing need by the Vet Center. Requests for such exceptions shall be presented to the Vet Center.

5.16.2. The VA will reimburse the Contractor for completion of cases started during the contract but duly authorized to extend beyond the legal termination date of the contract.

5.17. PERFORMANCE STANDARDS, QUALITY ASSURANCE AND QUALITY IMPROVEMENT.

5.17.1. PERFORMANCE ASSESSMENT. The government will evaluate the contractor's performance under this contract using the method of surveillance specified in Technical Exhibit 1. All surveillance observations will be recorded by the government. When an observation indicates defective performance, the COR will obtain the contractor's representative's initials on the record of the observation.

5.17.2. Pre-performance Conference. A pre-performance conference shall be held for all new service providers before any referrals of Veterans will be made. The Contractor will be notified when and where this conference will be held. All contract related administrative and clinical responsibilities and duties will be reviewed.

5.17.3. Contract Monitoring and Oversight Management.

5.17.3.1. Quality control and administrative oversight of the overall contract agreement and basic processes of contract operations are the primary responsibilities of the Vet Center Team Leader/COR. In coordination with the COR and Contractor, representatives of the VA and other Government agencies, are authorized to visit the contractor's premises during normal hours as needed to respond to any clinical concerns or problems that develop during the term of the contract. Inspections are held for the purpose of monitoring and reviewing administrative and clinical procedures with a contract service provider and coordinating any procedural difficulties arising from the relationship of the contract provider with relevant VA staff. Visits will be conducted in accordance with RCS standards and in compliance with monitoring guidelines developed and approved by RCS VA Central Office. Comprehensive site visit reports covering areas of administrative and clinical operations will be prepared on each visit. The contract provider will be responsible for responding to any clinical and / or deficiencies arising from the findings of these reports.

5.17.3.2. An annual onsite quality review of the Contractor will be conducted by the COR and/or other Government employees designated by the Contracting Officer and will include, but shall not be limited to, evaluation and verification of the following:

- Actual performance versus scheduled and reported performance regarding the number and type of visits provided and the amount billed.

- Changes in technical performance which may affect financial status, personnel assigned to the contract, over extension of resources, etc.
- The number of employees charged to the contract is actually performing work under the contract.

5.17.3.3. The COR will advise the Contracting Officer at the completion of the contract, in writing, of the following:

- Acceptance. All articles and services required to be furnished and/or performed under the contract have been technically accepted.
- Compliance. Contractor is in compliance with patent rights and royalty clauses of the contract.
- Disposition. The recommended disposition of any government-owned or furnished property (i.e., client records) in possession of the contractor is stated.

5.17.3.4. Site visits will be conducted in accordance with program standards and in compliance with monitoring guidelines developed and approved by VA Central Office.

5.17.4. Performance Evaluation Meetings. The contract manager may be required to meet periodically with the COR and contracting officer at the beginning of contract performance. Meetings will be scheduled as needed. The contractor may request meetings whenever a Contract Discrepancy Report is issued. The written minutes of these meetings shall be signed by the contractor's manager, contracting officer and COR. If the contractor does not concur with the minutes he shall state any areas of non-concurrence within ____ days of receipt of the signed minutes.

6. APPLICABLE PUBLICATIONS AND FORMS.

AUTHORITY/POLICY/HANDBOOKS (with links).

VHA Handbook 1500.01, Readjustment Counseling Service (RCS) Vet Center Program
 VHA Handbook 1500.01, Readjustment Counseling Service (RCS) Contract For Fee Program
 VA Office of Inspector General (OIG), Office of Healthcare Inspections, Washington, D.C., 20420,
 Report No. 12-00040-268

Link: http://www.va.gov/vhapublications/ViewPublication.asp?pub_ID=2288

Professional Services Letter IL-11-82-26

VA Form 10-5565b

Referral procedures are detailed in FEE/Contract Program Handbook (Appendix A, Chapter 3).

*Use technical exhibits to add detailed technical information to the PWS.

7. SPECIAL CONTRACT REQUIREMENTS

7.1. Billing.

7.1.1. Reimbursement will only be for in-person counseling sessions (e.g., face-to-face). Reimbursement is not authorized, for example, for telephone calls with the Veteran or significant others, or for consultation between the Contractor and other individuals. Exceptions to this requirement must be approved by COR, e.g., crisis intervention.

7.1.2. For couple or family counseling, billing and reimbursement will be at the established per session rate as specified in the contract.

7.1.3. Reimbursement for Veteran's travel in connection with contract readjustment counseling is not authorized.

7.1.4. A visit, for reimbursement purposes, will last a minimum of 45 minutes and will be deemed a single visit regardless of length beyond 45 minutes. A group counseling visit, for reimbursement purposes, will be 90 minutes in length. Participation in group counseling sessions constitutes one visit, regardless of length beyond 90 minutes.

7.1.5. Payments made under this contract shall constitute the total cost of readjustment counseling services. The Contractor understands and agrees that no additional charges shall be billed to the Veteran or his family, either by the Contractor or any third party furnishing required services, unless and until specific prior written authorization is obtained from the Vet Center who initially authorized the provision of services.

7.1.6. All invoices shall be submitted monthly, in arrears.

7.1.7. A copy of the Invoices shall be mailed to the COR at the address shown below at the same time that it is transmitted to the billing office.

Readjustment Counseling Services
Rapides Parish Vet Center, #734
Colonade Plaza
5803 Coliseum Blvd., Suite D.
Alexandria, Louisiana 71303

7.1.8. The Vet Center personnel will match the names on the invoice against the individual authorizations, the services and number of visits authorized, and the fee charged against the established contract pricing. After verification and possible adjustments, the Vet Center will certify the invoice for payment for payment.

7.1.9. All invoices shall include the information shown below:

- Contract number (and purchase order number, if applicable);

- Vet Center or Station Number of Referring Unit
- Client number;
- Number of both individual visits and group visits (per Veteran or Client);
- Total number of individual visits;
- Total number of group visits;
- Basic contract rate (per type of counseling provided and per type of counselor), in accordance with bid schedule pricing in Section B of the contract;
- Total dollar amount billed;
- Month, day and time in which counseling services were provided;
- Counselor's name, professional degree (or name, if applicable); and type of therapy provided for all sessions. Clinician who provided service must be identified. Reimbursement will be based on costs for that clinician;
- Veteran's name.

7.1.10. All invoices must be received by the 5th working day of the month following services rendered. Failure to include all the above documentation (which constitutes a proper invoice) will result in delay of payment. Invoices will not be processed if there are any omissions.

7.2. NONDISCRIMINATION OF SERVICES. The Contractor agrees to accept referral of and to provide all services specified in this contract for any person jointly determined eligible by the VA Under Secretary for Health or his/her designee regardless of the race, color, religion, sex, or national origin of the person(s) for whom such services are ordered. In addition, the Contractor warrants that subcontracting will not be resorted to as a means of circumventing this provision.

7.3. HIPAA Compliance. HIPAA compliance is required. Contractors must adhere to the provisions of Public Law 104-191, Health Insurance Portability and Accountability Act (HIPAA) of 1996 and the National Standards to Protect the Privacy and Security of Protected Health Information (PHI). As required by HIPAA, the Department of Health and Human Services (HHS) has promulgated rules governing the security and use and disclosure of protected health information by covered entities, including the Department of Veterans Affairs (VA). In accordance with HIPAA, the Contractor may be required to enter into a Business Associate Agreement (BAA) with VA.

7.3.1. In order to comply with the Health Insurance Portability and Accountability Act (HIPAA) of 1996, all contractor personnel who support the VISN 16 are required to stay current with all HIPAA directives and training.

7.4. ANNUAL OFFICE OF INSPECTOR GENERAL STATEMENT. Office of Inspector General of the Department of Health and Human Services (IG/HHS) has made a determination that prior to obligating VA contracts, purchase orders, task and delivery orders, and purchase cards orders paid with VA healthcare funds may not be entered into with any individual, or with any entity or organization that has been listed on the HHS/OIG Exclusionary List. VA does not have the burden of defending the merits of the HHS/OIG decision established under §42 U.S.C. 1320a-7.

7.4.1. OIG STATEMENT: "Providers and contracting entities have an affirmative duty to check the program exclusion status of individuals and entities prior to entering into employment or

contractual relationships, or run the risk of civil monetary penalties (CMP) liability if they fail to do so.”

7.4.2. The Contractor shall provide a signed annual report to the COR stating each individual or entity under this contract has been checked against the OIG List of Excluded Individuals/Entities <http://www.oig.hhs.gov/fraud/exclusions.html> and found no individual or entity had been excluded from participation in Medicare, Medicaid and other Federal healthcare programs. The report will be due each year on the renewal date of the contract.

7.4.3. By signing this proposal, the Contractor is certifying that all persons performing work under a contract resulting from this solicitation have been compared against the OIG list and are NOT listed. 7.3. While the provision for medications and physical examinations are not considered a component of readjustment counseling services, and will not be provided under this contract mechanism, offerors must have the capability to arrange for, through referral, physical assessments and medical treatment and therapy or to provide such services directly.

7.5. REQUIRED REGISTRATION WITH CONTRACTOR PERFORMANCE ASSESSMENT REPORTING SYSTEM (CPARS)- if applicable

7.6. Contractor Certification Regarding Immigration.

7.6.1. The Contractor certifies that the Contractor shall comply with any and all legal provisions contained in the Immigration and Nationality Act of 1952, As Amended; its related laws and regulations that are enforced by Homeland Security, Immigration and Customs Enforcement and the U.S Department of Labor as these may relate to non-immigrant foreign nationals working under contracts or subcontracts for the Contractor while providing services to Department of Veterans Affairs patient referrals;

7.6.2. While performing services for the Department of Veterans Affairs, the Contractor shall not knowingly employ, contract or subcontract with an illegal alien; foreign national non-immigrant who is in violation their status, as a result of their failure to maintain or comply with the terms and conditions of their admission into the United States.

7.6.3. If the Contractor fails to comply with any requirements outlined in the preceding paragraphs or its Agency regulations, the Department of Veterans Affairs may, at its discretion, require that the foreign national who failed to maintain their legal status in the United States or otherwise failed to comply with the requirements of the laws administered by Homeland Security, Immigration and Customs Enforcement and the U.S Department of Labor, shall be prohibited from working at the Contractor’s place of business that services Department of Veterans Affairs patient referrals; or other place where the Contractor provides services to veterans who have been referred by the Department of Veterans Affairs; and shall form the basis for termination of this contract for breach.

7.6.4. By signing the contract, the Contractor agrees to obtain a similar certification from its subcontractors.

7.6.5. This certification concerns a matter within the jurisdiction of an agency of the United States and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under 18 U.S.C. 1001.

7.7. CONTRACTOR Security Requirements (Handbook 6500.6).

7.7.1. GENERAL INFORMATION SECURITY REQUIREMENTS – RIGHTS TO DATA.

7.7.1.1. All information and records provided to Contractor by VA, in whatever medium, as well as all information and documents, including drafts, emails, back-up copies, hand-written notes and copies that contain such information and records gathered or created by Contractor (collectively referred to as “VA information”) in the performance of this contract, regardless of storage media, are the exclusive property of VA. Contractor does not retain any property interest in these materials, and will not use them for any purpose other than performance of this contract.

7.7.1.2. Upon completion or termination of the contract, Contractor will either provide all copies of all VA information to VA or certify that it has destroyed all copies of all VA information as required by VA in a method specified by VA, at VA’s option. Medical records of any kind including notes shall be returned to the VA. The Contractor will not retain any copies of VA information. Where immediate return or destruction of the information is not practicable, Contractor will return or destroy the information within 30 days of completion or termination of the contract. All provisions of this contract concerning the security and protection of VA information that is the subject of this contract will continue to apply to VA information for as long as the Contractor retains it, regardless of whether the contract has been completed or terminated.

7.7.1.3. Prior to termination or completion of this contract, Contractor will not destroy VA information received from VA or gathered or created by Contractor in the course of performing this contract without prior written approval by VA.

7.7.1.4. Contractor will receive, gather, store, back up, maintain, use, disclose and dispose of VA information only in accordance with the terms of this contract and applicable federal and VA information confidentiality and security laws, regulations and policies.

7.7.1.5. The Contractor shall not make copies of VA information except as necessary to perform this agreement or to preserve electronic information stored on Contractor electronic storage media for restoration in case any electronic equipment or data used by the Contractor needs to be restored to an operating state.

7.7.1.6. Contractor shall provide access to VA information only to employees, subcontractors, and affiliates only: (1) to the extent necessary to perform the services specified in this Contract, (2) to perform necessary maintenance functions for electronic storage or transmission media necessary for performance of this contract, and (3) only to individuals who first satisfy the same conditions, requirements and restrictions that comparable VA employees must meet in order to

have access to the same VA information. These restrictions include the same level of background investigations, where applicable.

7.7.1.7. Contractor will store, transport or transmit VA information only in an encrypted form, using an encryption application that meets the requirements of FIPS 140-2, and is approved for use by VA.

7.7.1.8. Except for uses and disclosures of VA information authorized by this contract for performance of the contract, the contractor may use and disclose VA information only in two other situations: (i) in response to an order of a court of competent jurisdiction, or (ii) with VA's prior written authorization. The contractor will refer all requests for, demands for production of, or inquiries about, VA information to VA for response.

7.7.1.9. If VA information subject to the contract includes information protected by 38 USC 7332, or 5705, include the following after the last sentence of the paragraph immediately above: Contractor shall not release information protected by either 38 USC 5705 or 7332 in response to a court order, and shall immediately refer such court orders to VA for response.

7.7.1.10. Prior to any disclosure pursuant to a court order, the Contractor shall promptly notify VA of the court order upon its receipt by the Contractor, provide VA with a copy by fax or email, whichever is faster, and notify by telephone the VA individual designated in advance to receive such notices. If the Contractor cannot notify VA before being compelled to produce the information under court order, the Contractor will notify VA of the disclosure as soon as practical and provide a copy of the court order, including a copy of the court order, a description of the records provided pursuant to the court order, and to whom the Contractor provided the records under the court order. The notice will include the following information to the extent that the Contractor knows it, if it does not show on the face of the court order: the records disclosed pursuant to the order, to whom, where, when, and for what purpose, and any other information that the Contractor reasonably believes is relevant to the disclosure. If VA determines that it is appropriate to seek retrieval of information released pursuant to a court order before Contractor notified VA of the court order, Contractor will assist VA in attempting to retrieve the VA information involved.

7.1.1.11. The Contractor will inform VA by the most expeditious method available to Contractor of any incident of suspected or actual access to, or disclosure, disposition, alteration or destruction of, VA information not authorized under this Contract ("incident") within one hour of learning of the incident. An incident includes the transmission, storage or access of VA information by Contractor or subcontractor employees in violation of applicable VA confidentiality and security requirements. To the extent known by the Contractor, the Contractor's notice to VA will identify the information involved, the circumstances surrounding the incident (including to whom, how, when, and where the VA information was placed at risk or compromised), and any other information that the contractor considers relevant.

7.7.1.12. Contractor will simultaneously report the incident to the appropriate law enforcement entity of jurisdiction. The Contractor, its employees, and its subcontractors and their employees will cooperate with VA and any law enforcement authority responsible for the

investigation and prosecution of any possible criminal law violation(s) associated with any incident. The Contractor also will cooperate with VA in any civil litigation to recover VA information, to obtain monetary or other compensation from a third party for damages arising from any incident, or to obtain injunctive relief against any third party arising from, or related to, the incident.

7.7.1.13. VA will provide the Contractor with the name, title, telephone number, fax number and email address of the VA official to whom the Contractor will provide all notices required by this Contract.

7.7.1.14. VA has the right during normal business hours to inspect the Contractor's facility, information technology systems and storage and transmission equipment, and software utilized to perform the contract to ensure that the Contractor is providing for the security of VA data and computer systems in accordance with the terms of this Contract.

7.7.1.15. Contractor will receive, gather, store, back up, maintain, use, disclose and dispose of VA information only in compliance with all applicable Federal Information Processing Standards (FIPS) and Special Publications (SPs) issued by the National Institute of Standards and Technology (NIST) concerning VA information that is the subject of this contract. If NIST issues or updates an applicable FIPS or SP after execution of this contract, the parties agree to negotiate in good faith to implement the FIPS or SP in this contract.

7.7.1.16. A determination by VA that the Contractor has violated any of the information confidentiality and security provisions of this contract, including a violation of any applicable FIPS or SP, shall be a basis for VA to terminate the contract for cause.

7.7.1.17. If anyone performing this contract, including employees of subcontractors, accesses VA computer systems or data in the performance of the contract, VA may monitor and record all such access activity. If VA monitoring reveals any information of suspected or potential criminal law violations, VA will refer the matter to the appropriate law enforcement authorities for investigation.

7.7.1.18. Contractor shall inform its employees and other individuals performing any part of this contract that VA may monitor their actions in accessing or attempting to access VA computer systems and the possible consequences to them for improper access, whether successful or not. The Contractor shall ensure that any subcontractors or others acting on behalf of, or for, the Contractor in performing any part of this contract inform their employees, associates or others acting on their behalf that VA may monitor their access activities. Execution of this contract and any subcontract or agreement constitutes consent to VA monitoring.

7.7.1.19. The Contractor will ensure that all individuals who will access VA data or systems in performing the contract are appropriately trained in the applicable VA confidentiality and security requirements. Contractor may do this by requiring and documenting that these individuals have completed the VA training for its employees.

7.7.1.20. To the extent practicable, Contractor shall mitigate any harmful effect on individuals whose VA information was accessed or disclosed in an incident.

7.7.1.21. Contractor shall require subcontractors, agents, affiliates or others to whom Contractor provides access to VA information for the performance of this contract to agree to the same VA information confidentiality and security restrictions and conditions that apply to the Contractor before providing access.

7.7.1.22. The contractor shall abide by FAR clauses 52.224-1 and 52.224.2. The contractor shall abide by FAR clauses 52.239-1 and 52.224.1-2 for Privacy or Security Safeguards.

7.7.1.23. In the performance of any part of the work on this contract, the contractor shall utilize only employees, subcontractors or agents who are physically located within a jurisdiction subject to the laws of the United States. Contractor will ensure that it does not use or disclose Patient Health Information (PHI) received from Covered Entity in any way that will remove the PHI from such jurisdiction. Contractor will ensure that its employees, subcontractors and agents do not use or disclose PHI received from Covered Entity in any way that will remove the PHI from such jurisdiction.

7.7.2. UNAUTHORIZED DISCLOSURE OF PHI. VA Handbook 6500.6, Appendix C. Information made available to the Contractor or Subcontractor by VA for the performance or administration of this contract or information developed by the Contractor in performance or administration of the contract shall be used only for those purposes and shall not be used in any other way without the prior written agreement of the VA.

7.7.3. DATA BREACH NOTIFICATION (VA Handbook 6500.6, Appendix C). Upon discovery of any known or suspected security/privacy incidents, or any unauthorized disclosure of sensitive information, including that contained in system(s) to which the Contractor/Subcontract has access, the Contractor/Subcontract shall immediately and simultaneously notify the COTR, the designated ISO, and Privacy Officer for the contract. The term "security incident" means an event that has, or could have, resulted in unauthorized access to, loss or damage to VA assets, or sensitive information, or any action that breaches VA Security Procedures.

7.7.4. LIQUIDATED DAMAGE IN THE EVENT OF A DATA BREACH. VA Handbook 6500.6, Appendix C. In the event of a data breach or privacy incident involving any SPI the Contractor processes or maintains under this contract, the Contractor shall be liable to VA for liquidated damages for \$37.50 per affected individual to cover the cost of providing credit protection services to those individuals.

7.7.5. CONTRACT SECURITY CERTIFICATE AND ACCREDITATION. The C&A Requirements of VHA Handbook 6500.3 do not apply and a Security Accreditation Package is not required.

7.8. The Department of Veterans Affairs may make changes to forms, time frames, number of visits, etc., as directed by the VA Regional or Central Offices. Should this occur, the Contractor will be notified by the Contracting Officer and COR at the time the information is received.

TECHNICAL EXHIBIT 1 – PERFORMANCE REQUIREMENTS SUMMARY

An abstract of the Specific Tasks (5 from the Performance Work Statement) in columnar form. The columns are:

- Column 1 is the applicable PWS paragraph number where the task is found
- Column 2 is a brief description of each required task under the contract
- Column 3 is the standard to which the task is to be performed.
- Column 4 is the Acceptable Quality Level
- Column 5 is the Method of Surveillance to be used

Methods of Surveillance: For example- Focused Provider Practice Evaluation (FPPE) and Ongoing Provider Practice Evaluation (OPPE).

Para Number	Required Services (Tasks)	Performance Standards	AQL	Methods of Surveillance
1.4.4	Contract service providers will report and submit for approval changes in personnel providing services under the current contract to the contracting officer through the COR.	Within ten (10) working days of personnel change.	100%	100 % Inspection
5.3 5.3.6.2 5.4 5.5 5.6	Contract service providers will provide readjustment counseling services to eligible veterans and their families referred by the COR or designee in accordance with the requirements of the contract mechanism Fees/Contract Program Handbook, and VA authorization form (VAF 10-5565b).	Within ten (10) working days upon completion of final assessment.	100%	100 % Inspection
5.3.6	Contract service providers will schedule the initial veteran counseling session	Within five (5) working days from the time he/she receives the authorization.	80% - 90%	Random Sampling
5.3.3	The duration of counseling sessions for billing purposes will be in accordance with applicable contract requirements.		100%	100 % Inspection
5.7	Recordkeeping		100%	100 % Inspection
5.9	Clients who cannot be counseled by the contractor are referred appropriately		80%	Periodic Surveillance
5.10	Clients' presenting with homicidal or	Within ten (10) working days	100%	100%

	suicidal potential are reviewed with the COR immediately and is documented in the veteran's file.	from the time of incident		Inspection
5.11	Follow-up contact is made and is documented in the client file.	Within sixty (60) days after the last contact with the client	80%	Random Sampling
5.12	The contractor immediately notifies the COR when a Veteran is no longer being seen under this program.	Within thirty (30) days after the last contact with the client	80%	Random Sampling
5.13	Client files are placed in inactive status after 90 days of inactivity unless there are clinical reasons to keep the file active.		80%	Random Sampling
5.14	A closing summary is present for inactive clients fully documenting the degree of success or lack thereof, of counseling plan or goals and prognosis.	Within thirty (30) days after the last contact with the client	100%	100% Inspection
5.17	Contractor conducts periodic assessment of the effectiveness in providing services to clients and conducts an on-going self-assessment and evaluation of their performance.		80%	Random Sampling
5.3.6.2	Contract service provider will be required to submit initial assessments/counseling, updated counseling plans, and Veterans DD214.	Within seven (7) days after initial contact with Veteran.	100%	100% Inspection
Section 4	Contractor Provided Facility	Contractors will be located in an area that is considered safe and compatible with the veterans and their family readily keeping appointments.		Periodic Surveillance
		Contractor's facility exterior and interior must be clean, neat and presentable as well as in compliance with the policies and regulations of a VA lease property.		Periodic Surveillance

TECHNICAL EXHIBIT 2 – REQUIRED REPORTS.

Use a Technical Exhibit to list all required reports, drawings, maps, technical information, or other data required to be provided to the Contracting Officer by the contractor.

CONTRACT SUBMITTAL SHEET

PWS/ID No.	Description	Due	To Who
1.4.1.1.	License and Certification	With Technical Proposal Upon request	CO COR
1.4.3.	Professional Insurance	Before contract start and upon renewal	CO
	Documentation verifying current certification and licenses	Before Contract Start and as it changes	COR
1.4	List of Key Personnel	With Technical Proposal	CO
1.4.4.5 & 1.4.4.7	Updated List	As Amended	CO/COR
5.1	Facility Description and Location	With Technical Proposal	CO
TE 1	Signed QASP	After Contract Award	COR

Legend (current individuals - subject to change):

CO = Contracting Officer
 COR = Contracting Officer's Representative
 ISO = Information Security Officer
 PO = Privacy Officer
 CIO = Chief Information Officer

Martin.Priest@va.gov
 Elizabeth.nolen@va.gov
lydia.white@va.gov
 Sandra.Shirah@va.gov
 Louis.Santin@va.gov

SECTION C - CONTRACT CLAUSES

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

C.1 52.203-99 PROHIBITION ON CONTRACTING WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS (DEVIATION) (FEB 2015)

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

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

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

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

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

(End of Clause)

<u>FAR Number</u>	<u>Title</u>	<u>Date</u>
52.204-18	COMMERCIAL AND GOVERNMENT ENTITY CODE MAINTENANCE	JUL 2016
52.204-21	BASIC SAFEGUARDING OF COVERED CONTRACTOR INFORMATION SYSTEMS	JUN 2016

C.2 52.204-4 PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER (MAY 2011)

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

"Postconsumer fiber" means— (1) Paper, paperboard, and fibrous materials from retail stores, office buildings, homes, and so forth, after they have passed through their end-usage as a consumer item,

including: used corrugated boxes; old newspapers; old magazines; mixed waste paper; tabulating cards; and used cordage; or

(2) All paper, paperboard, and fibrous materials that enter and are collected from municipal solid waste; but not

(3) Fiber derived from printers' over-runs, converters' scrap, and over-issue publications.

(b) The Contractor is required to submit paper documents, such as offers, letters, or reports that are printed or copied double-sided on paper containing at least 30 percent postconsumer fiber, whenever practicable, when not using electronic commerce methods to submit information or data to the Government.

(End of Clause)

C.3 52.212-4 CONTRACT TERMS AND CONDITIONS—COMMERCIAL ITEMS (MAY 2015)

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

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

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

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

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

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

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

(f) *Excusable delays.* The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity,

fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) Invoice.

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

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

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

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

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

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

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

performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) **Payment.**—

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

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

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

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

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

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

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

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

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

(D) Contractor point of contact.

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

(6) *Interest.*

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

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

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

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

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

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

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

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

(A) The date fixed under this contract.

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

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

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

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

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

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

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

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

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

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

(l) *Termination for the Government's convenience.* The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be

required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) *Termination for cause.* The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

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

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

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

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

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

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

- (1) The schedule of supplies/services.
- (2) The Assignments, Disputes, Payments, Invoice, Other Compliances, Compliance with Laws Unique to Government Contracts, and Unauthorized Obligations paragraphs of this clause;
- (3) The clause at 52.212-5.
- (4) Addenda to this solicitation or contract, including any license agreements for computer software.
- (5) Solicitation provisions if this is a solicitation.
- (6) Other paragraphs of this clause.
- (7) The Standard Form 1449.

(8) Other documents, exhibits, and attachments

(9) The specification.

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

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

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

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

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

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

(u) *Unauthorized Obligations*.

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

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

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

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

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

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

(End of Clause)

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

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

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

1. 52.203-17 - Contractor Employee Whistleblower Rights and Requirements to Inform Employees of Whistleblower Rights
2. 52.204-18 – Commercial and Government Entity Code Maintenance
3. 52.204-21 – Basic Safeguarding of Covered Contractor Information Systems
4. 52/227-4 – Rights in Data – General
5. 52.227-17 – Rights in Data – Special Works
6. 52.232-40 – Providing Accelerated Payments to Small Business Subcontractors

(End of Addendum to 52.212-4)

C.4 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS—COMMERCIAL ITEMS (JAN 2017)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

- (1) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (NOV 2015).
- (2) 52.233-3, Protest After Award (Aug 1996) (31 U.S.C. 3553).

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

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

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

☐ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (OCT 2015) (41 U.S.C. 3509).

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

☐ (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (OCT 2016) (Pub. L. 109-282) (31 U.S.C. 6101 note).

☐ (5) [Reserved]

☐ (6) 52.204-14, Service Contract Reporting Requirements (OCT 2016) (Pub. L. 111-117, section 743 of Div. C).

☐ (7) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (OCT 2016) (Pub. L. 111-117, section 743 of Div. C).

☒ (8) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (OCT 2015) (31 U.S.C. 6101 note).

☐ (9) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (Jul 2013) (41 U.S.C. 2313).

☐ (10) [Reserved]

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

☐ (ii) Alternate I (NOV 2011) of 52.219-3.

☒ (12)(i) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (OCT 2014) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

☐ (ii) Alternate I (JAN 2011) of 52.219-4.

☐ (13) [Reserved]

☐ (14)(i) 52.219-6, Notice of Total Small Business Set-Aside (NOV 2011) (15 U.S.C. 644).

☐ (ii) Alternate I (NOV 2011).

☐ (iii) Alternate II (NOV 2011).

- ☐ (15)(i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).
- ☐ (ii) Alternate I (Oct 1995) of 52.219-7.
- ☐ (iii) Alternate II (Mar 2004) of 52.219-7.
- ☒ (16) 52.219-8, Utilization of Small Business Concerns (NOV 2016) (15 U.S.C. 637(d)(2) and (3)).
- ☐ (17)(i) 52.219-9, Small Business Subcontracting Plan (JAN 2017) (15 U.S.C. 637(d)(4)).
- ☐ (ii) Alternate I (NOV 2016) of 52.219-9.
- ☐ (iii) Alternate II (NOV 2016) of 52.219-9.
- ☐ (iv) Alternate III (NOV 2016) of 52.219-9.
- ☐ (v) Alternate IV (NOV 2016) of 52.219-9.
- ☐ (18) 52.219-13, Notice of Set-Aside of Orders (NOV 2011) (15 U.S.C. 644(r)).
- ☐ (19) 52.219-14, Limitations on Subcontracting (NOV 2011) (15 U.S.C. 637(a)(14)).
- ☐ (20) 52.219-16, Liquidated Damages—Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).
- ☐ (21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (NOV 2011) (15 U.S.C. 657f).
- ☒ (22) 52.219-28, Post Award Small Business Program Rerepresentation (Jul 2013) (15 U.S.C. 632(a)(2)).
- ☐ (23) 52.219-29, Notice of Set-Aside for, or Sole Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (DEC 2015) (15 U.S.C. 637(m)).
- ☐ (24) 52.219-30, Notice of Set-Aside for, or Sole Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (DEC 2015) (15 U.S.C. 637(m)).
- ☒ (25) 52.222-3, Convict Labor (June 2003) (E.O. 11755).
- ☐ (26) 52.222–19, Child Labor—Cooperation with Authorities and Remedies (OCT 2016) (E.O. 13126).
- ☒ (27) 52.222-21, Prohibition of Segregated Facilities (APR 2015).
- ☒ (28) 52.222–26, Equal Opportunity (SEP 2016) (E.O. 11246).
- ☒ (29) 52.222-35, Equal Opportunity for Veterans (OCT 2015) (38 U.S.C. 4212).
- ☒ (30) 52.222-36, Equal Opportunity for Workers with Disabilities (JUL 2014) (29 U.S.C. 793).
- ☒ (31) 52.222-37, Employment Reports on Veterans (FEB 2016) (38 U.S.C. 4212).
- ☒ (32) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496).

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

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

[X] (34) 52.222-54, Employment Eligibility Verification (OCT 2015). (E. O. 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)

[] (35) 52.222-59, Compliance with Labor Laws (Executive Order 13673) (OCT 2016). (Applies at \$50 million for solicitations and resultant contracts issued from October 25, 2016 through April 24, 2017; applies at \$500,000 for solicitations and resultant contracts issued after April 24, 2017).

Note to paragraph (b)(35): By a court order issued on October 24, 2016, 52.222-59 is enjoined indefinitely as of the date of the order. The enjoined paragraph will become effective immediately if the court terminates the injunction. At that time, DoD, GSA, and NASA will publish a document in the **Federal Register** advising the public of the termination of the injunction.

[] (36) 52.222-60, Paycheck Transparency (Executive Order 13673) (OCT 2016).

[] (37)(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.)

[] (38) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (JUN 2016) (E.O. 13693).

[] (39) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (JUN 2016) (E.O. 13693).

[] (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.)

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

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

[] (41)(i) 52.223-14, Acquisition of EPEAT®-Registered Televisions (JUN 2014) (E.O.s 13423 and 13514).

[] (ii) Alternate I (JUN 2014) of 52.223-14.

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

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

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

[X] (44) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011)

- ☐ (45) 52.223-20, Aerosols (JUN 2016) (E.O. 13693).
- ☐ (46) 52.223-21, Foams (JUN 2016) (E.O. 13693).
- ☐ (47) (i) 52.224-3, Privacy Training (JAN 2017) (5 U.S.C. 552a).
- ☐ (ii) Alternate I (JAN 2017) of 52.224-3.
- ☐ (48) 52.225-1, Buy American—Supplies (MAY 2014) (41 U.S.C. chapter 83).
- ☐ (49)(i) 52.225-3, Buy American—Free Trade Agreements—Israeli Trade Act (MAY 2014) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).
- ☐ (ii) Alternate I (MAY 2014) of 52.225-3.
- ☐ (iii) Alternate II (MAY 2014) of 52.225-3.
- ☐ (iv) Alternate III (MAY 2014) of 52.225-3.
- ☒ (50) 52.225-5, Trade Agreements (OCT 2016) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).
- ☒ (51) 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).
- ☐ (52) 52.225-26, Contractors Performing Private Security Functions Outside the United States (OCT 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).
- ☐ (53) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).
- ☐ (54) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).
- ☐ (55) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).
- ☐ (56) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).
- ☐ (57) 52.232-33, Payment by Electronic Funds Transfer—System for Award Management (Jul 2013) (31 U.S.C. 3332).
- ☒ (58) 52.232-34, Payment by Electronic Funds Transfer—Other than System for Award Management (Jul 2013) (31 U.S.C. 3332).
- ☐ (59) 52.232-36, Payment by Third Party (MAY 2014) (31 U.S.C. 3332).
- ☐ (60) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).
- ☐ (61) 52.242-5, Payments to Small Business Subcontractors (JAN 2017)(15 U.S.C. 637(d)(12)).

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

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

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

☐ (1) 52.222-17, Nondisplacement of Qualified Workers (MAY 2014) (E.O. 13495).

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

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

Employee Class

Monetary Wage-Fringe Benefits

GS-0185/GS 12 - Social Worker

\$38.84

☒ (4) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards—Price Adjustment (Multiple Year and Option Contracts) (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

☐ (5) 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards—Price Adjustment (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

☐ (6) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements (MAY 2014) (41 U.S.C. chapter 67).

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

☒ (8) 52.222-55, Minimum Wages Under Executive Order 13658 (DEC 2015).

☒ (9) 52.222-62, Paid Sick Leave Under Executive Order 13706 (JAN 2017) (E.O. 13706).

☐ (10) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (MAY 2014) (42 U.S.C. 1792).

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

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

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

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

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

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

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (OCT 2015) (41 U.S.C. 3509).

(ii) 52.219-8, Utilization of Small Business Concerns (NOV 2016) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities.

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

(iv) 52.222-21, Prohibition of Segregated Facilities (APR 2015).

(v) 52.222-26, Equal Opportunity (SEP 2016) (E.O. 11246).

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

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

(viii) 52.222-37, Employment Reports on Veterans (FEB 2016) (38 U.S.C. 4212).

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

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

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

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

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

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

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

(xv) 52.222-55, Minimum Wages Under Executive Order 13658 (DEC 2015).

(xvi) 52.222-59, Compliance with Labor Laws (Executive Order 13673) (OCT 2016) (Applies at \$50 million for solicitations and resultant contracts issued from October 25, 2016 through April 24, 2017; applies at \$500,000 for solicitations and resultant contracts issued after April 24, 2017).

Note to paragraph (e)(1)(xvi): By a court order issued on October 24, 2016, 52.222-59 is enjoined indefinitely as of the date of the order. The enjoined paragraph will become effective immediately if the court terminates the injunction. At that time, DoD, GSA, and NASA will publish a document in the **Federal Register** advising the public of the termination of the injunction.

(xvii) 52.222-60, Paycheck Transparency (Executive Order 13673) (OCT 2016)).

(xviii) 52.222-62 Paid Sick Leave Under Executive Order 13706 (JAN 2017) (E.O. 13706).

(xix)(A) 52.224-3, Privacy Training (JAN 2017) (5 U.S.C. 552a).

(B) Alternate I (JAN 2017) of 52.224-3.

(xx) 52.225–26, Contractors Performing Private Security Functions Outside the United States (OCT 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

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

(xxii) 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)

C.5 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 to be completed upon award of contract through to be completed upon award of contract. Not to exceed 1 year.

(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.6 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 \$7,000.00, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

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

(1) Any order for a single item in excess of \$70,000.00;

(2) Any order for a combination of items in excess of \$70,000.00; or

(3) A series of orders from the same ordering office within 15 business 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 5 business 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.7 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 to completed upon award..

(End of Clause)

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

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

(End of Clause)

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

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

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

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

(End of Clause)

C.10 52.224-1 PRIVACY ACT NOTIFICATION (APR 1984)

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

(End of Clause)

C.11 52.224-2 PRIVACY ACT (APR 1984)

(a) The Contractor agrees to—

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

(i) The systems of records; and

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

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

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

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

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

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

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

(End of Clause)

<u>FAR Number</u>	<u>Title</u>	<u>Date</u>
52.227-14	RIGHTS IN DATA—GENERAL	MAY 2014
52.227-17	RIGHTS IN DATA—SPECIAL WORKS	DEC 2007

C.12 52.232-19 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR (APR 1984)

Funds are not presently available for performance under this contract beyond to be completed upon award. 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 to be completed upon award, 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)

<u>FAR</u>	<u>Title</u>	<u>Date</u>
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Number

52.232-40

PROVIDING ACCELERATED PAYMENTS TO SMALL
BUSINESS SUBCONTRACTORS

DEC 2013

C.13 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

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

<http://www.va.gov/oal/library/vaar/>

(End of Clause)

C.14 VAAR 852.203-70 COMMERCIAL ADVERTISING (JAN 2008)

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

(End of Clause)

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

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

(End of Clause)

C.16 VAAR 852.232-72 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS (NOV 2012)

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

(1) *Contract financing payment* has the meaning given in FAR 32.001.

(2) *Designated agency office* has the meaning given in 5 CFR 1315.2(m).

(3) *Electronic form* means an automated system transmitting information electronically according to the

Accepted electronic data transmission methods and formats identified in paragraph (c) of this clause. Facsimile, email, and scanned documents are not acceptable electronic forms for submission of payment requests.

(4) *Invoice payment* has the meaning given in FAR 32.001.

(5) *Payment request* means any request for contract financing payment or invoice payment submitted by the contractor under this contract.

(b) *Electronic payment requests.* Except as provided in paragraph (e) of this clause, the contractor shall submit payment requests in electronic form. Purchases paid with a Government-wide commercial purchase card are considered to be an electronic transaction for purposes of this rule, and therefore no additional electronic invoice submission is required.

(c) *Data transmission.* A contractor must ensure that the data transmission method and format are through one of the following:

(1) VA's Electronic Invoice Presentment and Payment System. (See Web site at <http://www.fsc.va.gov/einvoice.asp>.)

(2) Any system that conforms to the X12 electronic data interchange (EDI) formats established by the Accredited Standards Center (ASC) and chartered by the American National Standards Institute (ANSI). The X12 EDI Web site (<http://www.x12.org>) includes additional information on EDI 810 and 811 formats.

(d) *Invoice requirements.* Invoices shall comply with FAR 32.905.

(e) *Exceptions.* If, based on one of the circumstances below, the contracting officer directs that payment requests be made by mail, the contractor shall submit payment requests by mail through the United States Postal Service to the designated agency office. Submission of payment requests by mail may be required for:

(1) Awards made to foreign vendors for work performed outside the United States;

(2) Classified contracts or purchases when electronic submission and processing of payment requests could compromise the safeguarding of classified or privacy information;

(3) Contracts awarded by contracting officers in the conduct of emergency operations, such as responses to national emergencies;

(4) Solicitations or contracts in which the designated agency office is a VA entity other than the VA Financial Services Center in Austin, Texas; or

(5) Solicitations or contracts in which the VA designated agency office does not have electronic invoicing capability as described above.

(End of Clause)

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

(a) It is expressly agreed and understood that this is a non- personal services contract, as defined in Federal Acquisition Regulation (FAR) 37.101, under which the professional services rendered by the Contractor or its health-care providers are rendered in its capacity as an independent contractor. The Government may evaluate the quality of professional and administrative services provided but retains no control over professional aspects of the services rendered, including by example, the Contractor's or its health-care providers' professional medical judgment, diagnosis, or specific medical treatments. The

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

* Amounts are listed below:

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

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

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

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

* Amounts from paragraph (a) above:

\$1,000.000.00 (one million dollars)

(End of Clause)

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

The contractor shall obtain all necessary licenses and/or permits required to perform this work. He/she shall take all reasonable precautions necessary to protect persons and property from injury or damage during the performance of this contract. He/she shall be responsible for any injury to himself/herself,

his/her employees, as well as for any damage to personal or public property that occurs during the performance of this contract that is caused by his/her employees fault or negligence, and shall maintain personal liability and property damage insurance having coverage for a limit as required by the laws of the State of Louisiana. Further, it is agreed that any negligence of the Government, its officers, agents, servants and employees, shall not be the responsibility of the contractor hereunder with the regard to any claims, loss, damage, injury, and liability resulting there from.

(End of Clause)

SECTION D - CONTRACT DOCUMENTS, EXHIBITS, OR ATTACHMENTS

BUSINESS ASSOCIATE AGREEMENT BETWEEN THE DEPARTMENT OF VETERANS AFFAIRS VETERANS HEALTH ADMINISTRATION, Alexandria VA Health Care System, AND

Purpose. The purpose of this Business Associate Agreement (Agreement) is to establish requirements for the Department of Veterans Affairs (VA) Veterans Health Administration (VHA) Alexandria VA Health Care System and in accordance with the Health Insurance Portability and Accountability Act (HIPAA), the Health Information Technology for Economic and Clinical Health Act (HITECH) Act, and the HIPAA Privacy, Security, Breach Notification, and Enforcement Rules (“HIPAA Rules”), 45 C.F.R. Parts 160 and 164, for the Use and Disclosure of Protected Health Information (PHI) under the terms and conditions specified below.

Scope. Under this Agreement and other applicable contracts or agreements, will provide Re-adjustment Counselling Services to veteran beneficiaries services to, for, or on behalf of Alexandria VA Health Care System.

In order for to provide such services, Alexandria VA Health Care System will disclose Protected Health Information to and will use or disclose Protected Health Information in accordance with this Agreement.

Definitions. Unless otherwise provided, the following terms used in this Agreement have the same meaning as defined by the HIPAA Rules: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information (PHI), Required by Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use.

“Business Associate” shall have the same meaning as described at 45 C.F.R. § 160.103. For the purposes of this Agreement, Business Associate shall refer to , including its employees, officers, or any other agents that create, receive, maintain, or transmit PHI as described below.

“Covered Entity” shall have the same meaning as the term is defined at 45 C.F.R. § 160.103. For the purposes of this Agreement, Covered Entity shall refer to Alexandria VA Health Care System.

“Protected Health Information” or “PHI” shall have the same meaning as described at 45 C.F.R. § 160.103. “Protected Health Information” and “PHI” as used in this Agreement include “Electronic Protected Health Information” and “EPHI.” For the purposes of this Agreement and unless otherwise provided, the term shall also refer to PHI that Business Associate creates, receives, maintains, or transmits on behalf of Covered Entity or receives from Covered Entity or another Business Associate.

“Subcontractor” shall have the same meaning as the term is defined at 45 C.F.R. § 160.103. For the purposes of this Agreement, Subcontractor shall refer to a contractor of any person or entity, other than Covered Entity, that creates, receives, maintains, or transmits PHI under the terms of this Agreement.

Terms and Conditions. Covered Entity and Business Associate agree as follows:

1. Ownership of PHI. PHI is and remains the property of Covered Entity as long as Business Associate creates, receives, maintains, or transmits PHI, regardless of whether a compliant Business Associate agreement is in place.

2. Use and Disclosure of PHI by Business Associate. Unless otherwise provided, Business Associate:

A. May not use or disclose PHI other than as permitted or required by this Agreement, or in a manner that would violate the HIPAA Privacy Rule if done by Covered Entity, except that it may use or disclose PHI:

- (1) As required by law or to carry out its legal responsibilities;
- (2) For the proper management and administration of Business Associate; or
- (3) To provide Data Aggregation services relating to the health care operations of Covered Entity.

B. Must use or disclose PHI in a manner that complies with Covered Entity's minimum necessary policies and procedures.

C. May de-identify PHI created or received by Business Associate under this Agreement at the request of the Covered Entity, provided that the de-identification conforms to the requirements of the HIPAA Privacy Rule.

3. Obligations of Business Associate. In connection with any Use or Disclosure of PHI, Business Associate must:

A. Consult with Covered Entity before using or disclosing PHI whenever Business Associate is uncertain whether the Use or Disclosure is authorized under this Agreement.

B. Implement appropriate administrative, physical, and technical safeguards and controls to protect PHI and document applicable policies and procedures to prevent any Use or Disclosure of PHI other than as provided by this Agreement.

C. Provide satisfactory assurances that PHI created or received by Business Associate under this Agreement is protected to the greatest extent feasible.

D. Notify Covered Entity within twenty-four (24) hours of Business Associate's discovery of any potential access, acquisition, use, disclosure, modification, or destruction of either secured or unsecured PHI in violation of this Agreement, including any Breach of PHI.

(1) Any incident as described above will be treated as discovered as of the first day on which such event is known to Business Associate or, by exercising reasonable diligence, would have been known to Business Associate.

(2) Notification shall be sent to Sandra Shirah and sandra.shirah@va.gov and to the VHA Health Information Access Office, Business Associate Program Manager by email at VHABAAIssues@va.gov.

(3) Business Associate shall not notify individuals or the Department of Health and Human Services directly unless Business Associate is not acting as an agent of Covered Entity but in its capacity as a Covered Entity itself.

E. Provide a written report to Covered Entity of any potential access, acquisition, use, disclosure, modification, or destruction of either secured or unsecured PHI in violation of this Agreement, including any Breach of PHI, within ten (10) business days of the initial notification.

(1) The written report of an incident as described above will document the following:

(a) The identity of each Individual whose PHI has been, or is reasonably believed by Business Associate to have been, accessed, acquired, used, disclosed, modified, or destroyed;

(b) A description of what occurred, including the date of the incident and the date of the discovery of the incident (if known);

(c) A description of the types of secured or unsecured PHI that was involved;

(d) A description of what is being done to investigate the incident, to mitigate further harm to Individuals, and to protect against future incidents; and

(e) Any other information as required by 45 C.F.R. §§ 164.404(c) and 164.410.

(2) The written report shall be addressed to:

Sandra Shirah and submitted by email to sandra.shirah@va.gov and to the VHA Health Information Access Office, Business Associate Program Manager at VHABAAIssues@va.gov

F. To the greatest extent feasible, mitigate any harm due to a Use or Disclosure of PHI by Business Associate in violation of this Agreement that is known or, by exercising reasonable diligence, should have been known to Business Associate.

G. Use only contractors and Subcontractors that are physically located within a jurisdiction subject to the laws of the United States, and ensure that no contractor or Subcontractor maintains, processes, uses, or discloses PHI in any way that will remove the information from such jurisdiction. Any modification to this provision must be approved by Covered Entity in advance and in writing.

H. Enter into Business Associate Agreements with contractors and Subcontractors as appropriate under the HIPAA Rules and this Agreement. Business Associate:

(1) Must ensure that the terms of any Agreement between Business Associate and a contractor or Subcontractor are at least as restrictive as Business Associate Agreement between Business Associate and Covered Entity.

(2) Must ensure that contractors and Subcontractors agree to the same restrictions and conditions that apply to Business Associate and obtain satisfactory written assurances from them that they agree to those restrictions and conditions.

(3) May not amend any terms of such Agreement without Covered Entity's prior written approval.

I. Within five (5) business days of a written request from Covered Entity:

(1) Make available information for Covered Entity to respond to an Individual's request for access to PHI about him/her.

(2) Make available information for Covered Entity to respond to an Individual's request for amendment of PHI about him/her and, as determined by and under the direction of Covered Entity, incorporate any amendment to the PHI.

(3) Make available PHI for Covered Entity to respond to an Individual's request for an accounting of Disclosures of PHI about him/her.

J. Business Associate may not take any action concerning an individual's request for access, amendment, or accounting other than as instructed by Covered Entity.

K. To the extent Business Associate is required to carry out Covered Entity's obligations under Subpart E of 45 CFR Part 164, comply with the provisions that apply to Covered Entity in the performance of such obligations.

L. Provide to the Secretary of Health and Human Services and to Covered Entity records related to Use or Disclosure of PHI, including its policies, procedures, and practices, for the purpose of determining Covered Entity's, Business Associate's, or a Subcontractor's compliance with the HIPAA Rules.

M. Upon completion or termination of the applicable contract(s) or agreement(s), return or destroy, as determined by and under the direction of Covered Entity, all PHI and other VA data created or received by Business Associate during the performance of the contract(s) or agreement(s). No such information will be retained by Business Associate unless retention is required by law or specifically permitted by Covered Entity. If return or destruction is not feasible, Business Associate shall continue to protect the PHI in accordance with the Agreement and use or disclose the information only for the purpose of making the return or destruction feasible, or as required by law or specifically permitted by Covered Entity. Business Associate shall provide written assurance that either all PHI has been returned or destroyed, or any information retained will be safeguarded and used and disclosed only as permitted under this paragraph.

N. Be liable to Covered Entity for civil or criminal penalties imposed on Covered Entity, in accordance with 45 C.F.R. §§ 164.402 and 164.410, and with the HITECH Act, 42 U.S.C. §§ 17931(b), 17934(c), for any violation of the HIPAA Rules or this Agreement by Business Associate.

4. Obligations of Covered Entity. Covered Entity agrees that it:

A. Will not request Business Associate to make any Use or Disclosure of PHI in a manner that would not be permissible under Subpart E of 45 C.F.R. Part 164 if made by Covered Entity, except as permitted under Section 2 of this Agreement.

B. Will promptly notify Business Associate in writing of any restrictions on Covered Entity's authority to use or disclose PHI that may limit Business Associate's Use or Disclosure of PHI or otherwise affect its ability to fulfill its obligations under this Agreement.

C. Has obtained or will obtain from Individuals any authorization necessary for Business Associate to fulfill its obligations under this Agreement.

D. Will promptly notify Business Associate in writing of any change in Covered Entity's Notice of Privacy Practices, or any modification or revocation of an Individual's authorization to use or disclose PHI, if such change or revocation may limit Business Associate's Use and Disclosure of PHI or otherwise affect its ability to perform its obligations under this Agreement.

5. Amendment. Business Associate and Covered Entity will take such action as is necessary to amend this Agreement for Covered Entity to comply with the requirements of the HIPAA Rules or other applicable law.

6. Termination.

A. Automatic Termination. This Agreement will automatically terminate upon completion of Business Associate's duties under all underlying Agreements or by termination of such underlying Agreements.

B. Termination Upon Review. This Agreement may be terminated by Covered Entity, at its discretion, upon review as provided by Section 9 of this Agreement.

C. Termination for Cause. In the event of a material breach by Business Associate, Covered Entity:

(1) Will provide an opportunity for Business Associate to cure the breach or end the violation within the time specified by Covered Entity;

(2) May terminate this Agreement and underlying contract(s) if Business Associate does not cure the breach or end the violation within the time specified by Covered Entity.

D. Effect of Termination. Termination of this Agreement will result in cessation of activities by Business Associate involving PHI under this Agreement.

E. Survival. The obligations of Business Associate under this Section shall survive the termination of this Agreement as long as Business Associate creates, receives, maintains, or transmits PHI, regardless of whether a compliant Business Associate Agreement is in place.

7. No Third Party Beneficiaries. Nothing expressed or implied in this Agreement confers any rights, remedies, obligations, or liabilities whatsoever upon any person or entity other than Covered Entity and Business Associate, including their respective successors or assigns.

8. Other Applicable Law. This Agreement does not abrogate any responsibilities of the parties under any other applicable law.

9. Review Date. The provisions of this Agreement will be reviewed by Covered Entity every two years from Effective Date to determine the applicability and accuracy of the Agreement based on the circumstances that exist at the time of review.

10. Effective Date. This Agreement shall be effective on the last signature date below.

Department of Veterans Affairs

Veterans Health Administration

Alexandria VA Health Care System

By:

Name: Martin Priest

Title: Contracting Officer

Date:

By:

Name:

Title:

Date:

SECTION E - SOLICITATION PROVISIONS

E.1 52.203-98 PROHIBITION ON CONTRACTING WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS—REPRESENTATION (DEVIATION) (FEB 2015)

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

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

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

(End of Provision)

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

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

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

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

(b) The Offeror represents that—

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

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

(End of Provision)

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:

Additional Instructions:

1. This solicitation is for small businesses located in Natchitoches Parish, Louisiana to service veterans in this area.
2. Documents to submit with the proposal are as follows:
 - Resume for each of the proposed LCSW providing readjustment counseling services under this contract with specific details about experience providing this type of counseling service
 - Credentials and Qualifications
 - Professional Licenses
 - Education
 - Training
 - Certifications
 - Disclosure of any Administrative or Disciplinary Actions by a Governing Board.
 - Current Competence Assessment Checklist
 - Identification of Key Personnel
 - Primary – Alternate or Rotation schedule
 - Availability of Substituted Personnel
 - Brief description of facility(ies) (including handicap accessibility) description and quantity of rooms in which counseling will be performed.
 - Demonstrate how the LCSW will be able to effectively meet the needs of veterans in the Parish specified in the PWS. If using multiple LCSWs, identify the location of the counselor's office, and how he or she will be able to provide immediate counseling to Veterans in the surrounding area. Highest preference will go to the offer that proposes counselors who are located within the Parish specified in the PWS, and can be easily accessed by the Veteran populations in that Parish. Prove that your company can respond to Veteran needs immediately after award.
 - Record Keeping – Provide the process the contractor plans to keep records which complies with Privacy Act policy and professional standards

3. Inquiries concerning this solicitation will be accepted through February 15, 2017. After February 15, 2017, inquiries **will no longer be accepted or addressed.**
4. Proposals will be accepted by the closing date and time stated in the solicitation by one the following methods:
 - a. Electronically by email to martin.priest@va.gov
 - b. Postal delivery of proposal to:
Department of VA Medical Center
ATTN: Martin Priest/Mailcode 90C
PO Box 69004
Alexandria, LA 71306-69004.
 - c. If delivering by postal delivery, proposals must be received in the mail room by the closing date and time in this solicitation.
5. See Technical Evaluation Plan for method of evaluation of proposals.

E.3 52.212-1 INSTRUCTIONS TO OFFERORS—COMMERCIAL ITEMS (OCT 2016)

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

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

- (1) The solicitation number;
- (2) The time specified in the solicitation for receipt of offers;
- (3) The name, address, and telephone number of the offeror;
- (4) A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary;
- (5) Terms of any express warranty;
- (6) Price and any discount terms;
- (7) "Remit to" address, if different than mailing address;
- (8) A completed copy of the representations and certifications at FAR 52.212-3 (see FAR 52.212-3(b) for those representations and certifications that the offeror shall complete electronically);
- (9) Acknowledgment of Solicitation Amendments;
- (10) Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items and other references (including contract numbers, points of contact with telephone numbers and other relevant information); and

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

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

(d) *Product samples.* When required by the solicitation, product samples shall be submitted at or prior to the time specified for receipt of offers. Unless otherwise specified in this solicitation, these samples shall be submitted at no expense to the Government, and returned at the sender's request and expense, unless they are destroyed during preaward testing.

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

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

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

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

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

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

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

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

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

(4) If an emergency or unanticipated event interrupts normal Government processes so that offers cannot be received at the Government office designated for receipt of offers by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other

notice of an extension of the closing date, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

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

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

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

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

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

GSA Federal Supply Service Specifications Section

Suite 8100 470 East L'Enfant Plaza, SW

Washington, DC 20407

Telephone (202) 619-8925

Facsimile (202) 619-8978.

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

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

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

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

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

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

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

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

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

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

(j) *Unique entity identifier.* (Applies to all offers exceeding \$3,500, and offers of \$3,500 or less if the solicitation requires the Contractor to be registered in the System for Award Management (SAM) database.) The Offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation “Unique Entity Identifier” followed by the unique entity identifier that identifies the Offeror’s name and address. The Offeror also shall enter its Electronic Funds Transfer (EFT) indicator, if applicable. The EFT indicator is a four-character suffix to the unique entity identifier. The suffix is assigned at the discretion of the Offeror to establish additional SAM records for identifying alternative EFT accounts (see subpart 32.11) for the same entity. If the Offeror does not have a unique entity identifier, it should contact the entity designated at www.sam.gov for unique entity identifier establishment directly to obtain one. The Offeror should indicate that it is an offeror for a Government contract when contacting the entity designated at www.sam.gov for establishing the unique entity identifier.

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

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

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

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

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

(4) A summary of the rationale for award;

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

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

(End of Provision)

(End of Addendum to 52.212-1)

E.4 52.212-2 EVALUATION—COMMERCIAL ITEMS (OCT 2014)

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

Technical

Past Performance

Price

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

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

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

(End of Provision)

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

Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO),

shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

Martin Priest

Contracting Officer
Hand-Carried Address:

DEPARTMENT OF VETERANS AFFAIRS

ALEXANDRIA VA HEALTH CARE SYSTEM
P&C DEPARTMENT/BLDG 5, ROOM 212
2495 SHREVEPORT HIGHWAY
PINEVILLE LA 71360
Mailing Address:

DEPARTMENT OF VETERANS AFFAIRS

ALEXANDRIA VA HEALTH CARE SYSTEM
P&C DEPARTMENT (90C)
PO BOX 69004
ALEXANDRIA LA 71360

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

(End of Provision)

E.7 VAAR 852.215-70 SERVICE-DISABLED VETERAN-OWNED AND VETERAN-OWNED SMALL BUSINESS EVALUATION FACTORS (JUL 2016)(DEVIATION)

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

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

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

(End of Provision)

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

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

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

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

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

(End of Provision)

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

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

(End of Provision)

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

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

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

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

Washington, DC 20420

E.10 VAAR 852.270-1 REPRESENTATIVES OF CONTRACTING OFFICERS (JAN 2008)

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

(End of Provision)

<u>FAR Number</u>	<u>Title</u>	<u>Date</u>
852.271-70	NONDISCRIMINATION IN SERVICES PROVIDED TO BENEFICIARIES	JAN 2008

E.11 VAAR 852.273-74 AWARD WITHOUT EXCHANGES (JAN 2003)

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

(End of Provision)

<u>FAR Number</u>	<u>Title</u>	<u>Date</u>
52.204-16	COMMERCIAL AND GOVERNMENT ENTITY CODE REPORTING	JUL 2016

E.12 52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS—COMMERCIAL ITEMS (DEC 2016)

The Offeror shall complete only paragraph (b) of this provision if the Offeror has completed the annual representations and certification electronically via the System for Award Management (SAM) Web site located at <https://www.sam.gov/portal>. If the Offeror has not completed the annual representations and certifications electronically, the Offeror shall complete only paragraphs (c) through (t) of this provision.

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

Administrative merits determination means certain notices or findings of labor law violations issued by an enforcement agency following an investigation. An administrative merits determination may be final or be subject to appeal or further review. To determine whether a particular notice or finding is covered by this definition, it is necessary to consult section II.B. in the DOL Guidance.

Arbitral award or decision means an arbitrator or arbitral panel determination that a labor law violation occurred, or that enjoined or restrained a violation of labor law. It includes an award or decision that is not final or is subject to being confirmed, modified, or vacated by a court, and includes an award or

decision resulting from private or confidential proceedings. To determine whether a particular award or decision is covered by this definition, it is necessary to consult section II.B. in the DOL Guidance.

Civil judgment means—

(1) In paragraph (h) of this provision: A judgment or finding of a civil offense by any court of competent jurisdiction.

(2) In paragraph (s) of this provision: Any judgment or order entered by any Federal or State court in which the court determined that a labor law violation occurred, or enjoined or restrained a violation of labor law. It includes a judgment or order that is not final or is subject to appeal. To determine whether a particular judgment or order is covered by this definition, it is necessary to consult section II.B. in the DOL Guidance.

DOL Guidance means the Department of Labor (DOL) Guidance entitled: “Guidance for Executive Order 13673, ‘Fair Pay and Safe Workplaces’ “. The DOL Guidance, dated August 25, 2016, can be obtained from www.dol.gov/fairpayandsafeworkplaces.

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.

Enforcement agency means any agency granted authority to enforce the Federal labor laws. It includes the enforcement components of DOL (Wage and Hour Division, Office of Federal Contract Compliance Programs, and Occupational Safety and Health Administration), the Equal Employment Opportunity Commission, the Occupational Safety and Health Review Commission, and the National Labor Relations Board. It also means a State agency designated to administer an OSHA-approved State Plan, but only to the extent that the State agency is acting in its capacity as administrator of such plan. It does not include other Federal agencies which, in their capacity as contracting agencies, conduct investigations of potential labor law violations. The enforcement agencies associated with each labor law under E.O. 13673 are—

(1) Department of Labor Wage and Hour Division (WHD) for—

- (i) The Fair Labor Standards Act;
- (ii) The Migrant and Seasonal Agricultural Worker Protection Act;
- (iii) 40 U.S.C. chapter 31, subchapter IV, formerly known as the Davis-Bacon Act;
- (iv) 41 U.S.C. chapter 67, formerly known as the Service Contract Act;
- (v) The Family and Medical Leave Act; and
- (vi) E.O. 13658 of February 12, 2014 (Establishing a Minimum Wage for Contractors);

(2) Department of Labor Occupational Safety and Health Administration (OSHA) for—

- (i) The Occupational Safety and Health Act of 1970; and
- (ii) OSHA-approved State Plans;

(3) Department of Labor Office of Federal Contract Compliance Programs (OFCCP) for—

(i) Section 503 of the Rehabilitation Act of 1973;

(ii) The Vietnam Era Veterans' Readjustment Assistance Act of 1972 and the Vietnam Era Veterans' Readjustment Assistance Act of 1974; and

(iii) E.O. 11246 of September 24, 1965 (Equal Employment Opportunity);

(4) National Labor Relations Board (NLRB) for the National Labor Relations Act; and

(5) Equal Employment Opportunity Commission (EEOC) for—

(i) Title VII of the Civil Rights Act of 1964;

(ii) The Americans with Disabilities Act of 1990;

(iii) The Age Discrimination in Employment Act of 1967; and

(iv) Section 6(d) of the Fair Labor Standards Act (Equal Pay Act).

Forced or indentured child labor means all work or service—

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

Highest-level owner means the entity that owns or controls an immediate owner of the offeror, or that owns or controls one or more entities that control an immediate owner of the offeror. No entity owns or exercises control of the highest level owner.

Immediate owner means an entity, other than the offeror, that has direct control of the offeror. Indicators of control include, but are not limited to, one or more of the following: Ownership or interlocking management, identity of interests among family members, shared facilities and equipment, and the common use of employees.

Inverted domestic corporation means a foreign incorporated entity that meets the definition of an inverted domestic corporation under 6 U.S.C. 395(b), applied in accordance with the rules and definitions of 6 U.S.C. 395(c).

Labor compliance agreement means an agreement entered into between a contractor or subcontractor and an enforcement agency to address appropriate remedial measures, compliance assistance, steps to resolve issues to increase compliance with the labor laws, or other related matters.

Labor laws means the following labor laws and E.O.s:

(1) The Fair Labor Standards Act.

(2) The Occupational Safety and Health Act (OSHA) of 1970.

(3) The Migrant and Seasonal Agricultural Worker Protection Act.

- (4) The National Labor Relations Act.
- (5) 40 U.S.C. chapter 31, subchapter IV, formerly known as the Davis-Bacon Act.
- (6) 41 U.S.C. chapter 67, formerly known as the Service Contract Act.
- (7) E.O. 11246 of September 24, 1965 (Equal Employment Opportunity).
- (8) Section 503 of the Rehabilitation Act of 1973.
- (9) The Vietnam Era Veterans' Readjustment Assistance Act of 1972 and the Vietnam Era Veterans' Readjustment Assistance Act of 1974.
- (10) The Family and Medical Leave Act.
- (11) Title VII of the Civil Rights Act of 1964.
- (12) The Americans with Disabilities Act of 1990.
- (13) The Age Discrimination in Employment Act of 1967.
- (14) E.O. 13658 of February 12, 2014 (Establishing a Minimum Wage for Contractors).
- (15) Equivalent State laws as defined in the DOL Guidance. (The only equivalent State laws implemented in the FAR are OSHA-approved State Plans, which can be found at www.osha.gov/dcsp/osp/approved_state_plans.html).

Labor law decision means an administrative merits determination, arbitral award or decision, or civil judgment, which resulted from a violation of one or more of the laws listed in the definition of “labor laws”.

Manufactured end product means any end product in product and service codes (PSCs) 1000-9999, except—

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

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

Predecessor means an entity that is replaced by a successor and includes any predecessors of the predecessor.

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

(1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;

(2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;

(3) Consist of providing goods or services to marginalized populations of Sudan;

(4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;

(5) Consist of providing goods or services that are used only to promote health or education; or

(6) Have been voluntarily suspended.

“Sensitive technology”—

(1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically—

(i) To restrict the free flow of unbiased information in Iran; or

(ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and

(2) Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit pursuant to section 203(b)(3) of the International Emergency Economic Powers Act (50 U.S.C. 1702(b)(3)).

Service-disabled veteran-owned small business concern—

(1) Means a small business concern—

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

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

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

Small business concern means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

Small disadvantaged business concern, consistent with 13 CFR 124.1002, means a small business concern under the size standard applicable to the acquisition, that—

(1) Is at least 51 percent unconditionally and directly owned (as defined at 13 CFR 124.105) by—

(i) One or more socially disadvantaged (as defined at 13 CFR 124.103) and economically disadvantaged (as defined at 13 CFR 124.104) individuals who are citizens of the United States; and

(ii) Each individual claiming economic disadvantage has a net worth not exceeding \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(2) The management and daily business operations of which are controlled (as defined at 13.CFR 124.106) by individuals, who meet the criteria in paragraphs (1)(i) and (ii) of this definition.

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

(1) Directly by a parent corporation; or

(2) Through another subsidiary of a parent corporation.

Successor means an entity that has replaced a predecessor by acquiring the assets and carrying out the affairs of the predecessor under a new name (often through acquisition or merger). The term “successor” does not include new offices/divisions of the same company or a company that only changes its name. The extent of the responsibility of the successor for the liabilities of the predecessor may vary, depending on State law and specific circumstances.

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.

Note to paragraph (a): By a court order issued on October 24, 2016, the following definitions in this paragraph (a) are enjoined indefinitely as of the date of the order: “Administrative merits determination”, “Arbitral award or decision”, paragraph (2) of “Civil judgment”, “DOL Guidance”, “Enforcement agency”, “Labor compliance agreement”, “Labor laws”, and “Labor law decision”. The enjoined definitions will become effective immediately if the court terminates the injunction. At that time, DoD, GSA, and NASA will publish a document in the **Federal Register** advising the public of the termination of the injunction.

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

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

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

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

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

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

(4) *Small disadvantaged business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it ☐ is, ☐ is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(5) *Women-owned small business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it ☐ is, ☐ is not a women-owned small business concern.

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

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

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

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

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

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

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

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

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

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

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

(ii) It ☐ is, ☐ is not a joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. [The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture:_____.] Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

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

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

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

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

(2) *Affirmative Action Compliance.* The offeror represents that—

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

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

(e) *Certification Regarding Payments to Influence Federal Transactions* (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$150,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

(f) *Buy American Certificate.* (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American—Supplies, is included in this solicitation.)

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify

as domestic end products, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of “domestic end product.” The terms “commercially available off-the-shelf (COTS) item,” “component,” “domestic end product,” “end product,” “foreign end product,” and “United States” are defined in the clause of this solicitation entitled “Buy American—Supplies.”

(2) Foreign End Products:

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

[List as necessary]

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(g)(1) *Buy American—Free Trade Agreements—Israeli Trade Act Certificate.* (Applies only if the clause at FAR 52.225-3, Buy American—Free Trade Agreements—Israeli Trade Act, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms “Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end product,” “commercially available off-the-shelf (COTS) item,” “component,” “domestic end product,” “end product,” “foreign end product,” “Free Trade Agreement country,” “Free Trade Agreement country end product,” “Israeli end product,” and “United States” are defined in the clause of this solicitation entitled “Buy American—Free Trade Agreements—Israeli Trade Act.”

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

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

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

[List as necessary]

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled “Buy American—Free Trade Agreements—Israeli Trade Act.” The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of “domestic end product.”

Other Foreign End Products:

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

[List as necessary]

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

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

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled “Buy American—Free Trade Agreements—Israeli Trade Act”:

Canadian End Products:

Line Item No.

[List as necessary]

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

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled “Buy American—Free Trade Agreements—Israeli Trade Act”:

Canadian or Israeli End Products:

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

[List as necessary]

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

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

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

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

[List as necessary]

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

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

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

Other End Products:

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

[List as necessary]

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

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

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

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

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

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

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

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

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

(ii) *Examples.*

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

(B) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. Sec. 6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the

underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

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

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

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

(1) *Listed end products.*

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

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

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

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

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

(2) ___ Outside the United States.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

☐ TIN: _____.

☐ TIN has been applied for.

☐ TIN is not required because:

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

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

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

(4) *Type of organization.*

☐ Sole proprietorship;

☐ Partnership;

☐ Corporate entity (not tax-exempt);

☐ Corporate entity (tax-exempt);

☐ Government entity (Federal, State, or local);

☐ Foreign government;

☐ International organization per 26 CFR 1.6049-4;

☐ Other _____.

(5) *Common parent.*

☐ Offeror is not owned or controlled by a common parent;

☐ Name and TIN of common parent:

Name _____.

TIN _____.

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

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

(1) Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with either an inverted domestic corporation, or a subsidiary of an inverted domestic corporation, unless the exception at 9.108-2(b) applies or the requirement is waived in accordance with the procedures at 9.108-4.

(2) *Representation.* The Offeror represents that—

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

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

(o) *Prohibition on contracting with entities engaging in certain activities or transactions relating to Iran.*

(1) The offeror shall email questions concerning sensitive technology to the Department of State at CISADA106@state.gov.

(2) *Representation and certifications.* Unless a waiver is granted or an exception applies as provided in paragraph (o)(3) of this provision, by submission of its offer, the offeror—

(i) Represents, to the best of its knowledge and belief, that the offeror does not export any sensitive technology to the government of Iran or any entities or individuals owned or controlled by, or acting on behalf or at the direction of, the government of Iran;

(ii) Certifies that the offeror, or any person owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Iran Sanctions Act; and

(iii) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds \$3,500 with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked pursuant to the International Emergency Economic Powers Act (50 U.S.C. 1701 *et seq.*) (see OFAC's Specially Designated Nationals and Blocked Persons List at <http://www.treasury.gov/ofac/downloads/t11sdn.pdf>).

(3) The representation and certification requirements of paragraph (o)(2) of this provision do not apply if—

(i) This solicitation includes a trade agreements certification (*e.g.*, 52.212–3(g) or a comparable agency provision); and

(ii) The offeror has certified that all the offered products to be supplied are designated country end products.

(p) *Ownership or Control of Offeror.* (Applies in all solicitations when there is a requirement to be registered in SAM or a requirement to have a unique entity identifier in the solicitation).

(1) The Offeror represents that it ☐ has or ☐ does not have an immediate owner. If the Offeror has more than one immediate owner (such as a joint venture), then the Offeror shall respond to paragraph (2) and if applicable, paragraph (3) of this provision for each participant in the joint venture.

(2) If the Offeror indicates “has” in paragraph (p)(1) of this provision, enter the following information:

Immediate owner CAGE code: _____.

Immediate owner legal name: ____.

(Do not use a “doing business as” name)

Is the immediate owner owned or controlled by another entity: ☐ Yes or ☐ No.

(3) If the Offeror indicates “yes” in paragraph (p)(2) of this provision, indicating that the immediate owner is owned or controlled by another entity, then enter the following information:

Highest-level owner CAGE code: ____.

Highest-level owner legal name: ____.

(Do not use a “doing business as” name)

(q) *Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law.*

(1) As required by sections 744 and 745 of Division E of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235), and similar provisions, if contained in subsequent appropriations acts, The Government will not enter into a contract with any corporation that—

(i) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless an agency has considered suspension or debarment of the corporation and made a determination that suspension or debarment is not necessary to protect the interests of the Government; or

(ii) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless an agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government.

(2) The Offeror represents that—

(i) It is ☐ is not ☐ a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and

(ii) It is ☐ is not ☐ a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.

(r) *Predecessor of Offeror.* (Applies in all solicitations that include the provision at 52.204-16, Commercial and Government Entity Code Reporting.)

(1) The Offeror represents that it ☐ is or ☐ is not a successor to a predecessor that held a Federal contract or grant within the last three years.

(2) If the Offeror has indicated “is” in paragraph (r)(1) of this provision, enter the following information for all predecessors that held a Federal contract or grant within the last three years (if more than one predecessor, list in reverse chronological order):

Predecessor CAGE code: ____ (or mark “Unknown”).

Predecessor legal name: ____.

(Do not use a “doing business as” name).

(s) *Representation regarding compliance with labor laws (Executive Order 13673).* If the offeror is a joint venture that is not itself a separate legal entity, each concern participating in the joint venture shall separately comply with the requirements of this provision.

(1)(i) For solicitations issued on or after October 25, 2016 through April 24, 2017: The Offeror [] does [] does not anticipate submitting an offer with an estimated contract value of greater than \$50 million.

(ii) For solicitations issued after April 24, 2017: The Offeror [] does [] does not anticipate submitting an offer with an estimated contract value of greater than \$500,000.

(2) If the Offeror checked “does” in paragraph (s)(1)(i) or (ii) of this provision, the Offeror represents to the best of the Offeror's knowledge and belief [Offeror to check appropriate block]:

[](i) There has been no administrative merits determination, arbitral award or decision, or civil judgment for any labor law violation(s) rendered against the offeror (see definitions in paragraph (a) of this section) during the period beginning on October 25, 2015 to the date of the offer, or for three years preceding the date of the offer, whichever period is shorter; or

[](ii) There has been an administrative merits determination, arbitral award or decision, or civil judgment for any labor law violation(s) rendered against the Offeror during the period beginning on October 25, 2015 to the date of the offer, or for three years preceding the date of the offer, whichever period is shorter.

(3)(i) If the box at paragraph (s)(2)(ii) of this provision is checked and the Contracting Officer has initiated a responsibility determination and has requested additional information, the Offeror shall provide--

(A) The following information for each disclosed labor law decision in the System for Award Management (SAM) at www.sam.gov, unless the information is already current, accurate, and complete in SAM. This information will be publicly available in the Federal Awardee Performance and Integrity Information System (FAPIS):

(1) The labor law violated.

(2) The case number, inspection number, charge number, docket number, or other unique identification number.

(3) The date rendered.

(4) The name of the court, arbitrator(s), agency, board, or commission that rendered the determination or decision;

(B) The administrative merits determination, arbitral award or decision, or civil judgment document, to the Contracting Officer, if the Contracting Officer requires it;

(C) In SAM, such additional information as the Offeror deems necessary to demonstrate its responsibility, including mitigating factors and remedial measures such as offeror actions taken to address the violations, labor compliance agreements, and other steps taken to achieve compliance with labor laws. Offerors may provide explanatory text and upload documents. This information will not be made public unless the contractor determines that it wants the information to be made public; and

(D) The information in paragraphs (s)(3)(i)(A) and (s)(3)(i)(C) of this provision to the Contracting Officer, if the Offeror meets an exception to SAM registration (see FAR 4.1102(a)).

(ii)(A) The Contracting Officer will consider all information provided under (s)(3)(i) of this provision as part of making a responsibility determination.

(B) A representation that any labor law decision(s) were rendered against the Offeror will not necessarily result in withholding of an award under this solicitation. Failure of the Offeror to furnish a representation or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(C) The representation in paragraph (s)(2) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous representation, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation in accordance with the procedures set forth in FAR 12.403.

(4) The Offeror shall provide immediate written notice to the Contracting Officer if at any time prior to contract award the Offeror learns that its representation at paragraph (s)(2) of this provision is no longer accurate.

(5) The representation in paragraph (s)(2) of this provision will be public information in the Federal Awardee Performance and Integrity Information System (FAPIS).

Note to paragraph (s): By a court order issued on October 24, 2016, this paragraph (s) is enjoined indefinitely as of the date of the order. The enjoined paragraph will become effective immediately if the court terminates the injunction. At that time, DoD, GSA, and NASA will publish a document in the **Federal Register** advising the public of the termination of the injunction.

(t) *Public Disclosure of Greenhouse Gas Emissions and Reduction Goals.* Applies in all solicitations that require offerors to register in SAM (52.212-1(k)).

(1) This representation shall be completed if the Offeror received \$7.5 million or more in contract awards in the prior Federal fiscal year. The representation is optional if the Offeror received less than \$7.5 million in Federal contract awards in the prior Federal fiscal year.

(2) Representation. [Offeror to check applicable block(s) in paragraph (t)(2)(i) and (ii)]. (i) The Offeror (itself or through its immediate owner or highest-level owner) [] does, [] does not publicly disclose greenhouse gas emissions, i.e., makes available on a publicly accessible Web site the results of a greenhouse gas inventory, performed in accordance with an accounting standard with publicly available and consistently applied criteria, such as the Greenhouse Gas Protocol Corporate Standard.

(ii) The Offeror (itself or through its immediate owner or highest-level owner) [] does, [] does not publicly disclose a quantitative greenhouse gas emissions reduction goal, i.e., make available on a publicly accessible Web site a target to reduce absolute emissions or emissions intensity by a specific quantity or percentage.

(iii) A publicly accessible Web site includes the Offeror's own Web site or a recognized, third-party greenhouse gas emissions reporting program.

(3) If the Offeror checked "does" in paragraphs (t)(2)(i) or (t)(2)(ii) of this provision, respectively, the Offeror shall provide the publicly accessible Web site(s) where greenhouse gas emissions and/or reduction goals are reported:_____.

(End of Provision)

E.14 Addendum Technical Evaluation

TECHNICAL EVALUATION

1. The award will be made based on the best overall proposal that is determined to be the most beneficial to the Government, with appropriate consideration given to the following evaluation factors and sub factors:

Factor 1. Technical Capability.

Sub Factor 1. Proposed Staffing

Sub Factor 2. Proposed Facilities

Sub Factor 3. Responsiveness and Recordkeeping

Factor 2. Past Performance

Factor 3 - Price

Order of Importance: **Technical is more important than past performance and technical and combined past performance are more important than price.**

1.1 Factor 1. Technical Capability: Submission Requirements:

Sub Factor 1. Proposed Staffing Plan. The staffing plan should contain how the Offeror plans to staff the work. It should include the following:

- Resume for each of the proposed LCSW providing readjustment counseling services under this contract with specific details about experience providing this type of counseling service
 - Credentials and Qualifications
 - Professional Licenses
 - Education
 - Training
 - Certifications
 - Disclosure of any Administrative or Disciplinary Actions by a Governing Board.
 - Current Competence Assessment Checklist
- -Identification of Key Personnel
- Primary – Alternate or Rotation schedule
 - Availability of Substituted Personnel

Sub Factor 2. Proposed Facilities. Submission Requirements:

- Geographical location – provide name, address, city, state, zip, and phone number of location to be used to provide contracted services. Provide a point of contact to schedule a site visit, in the event the Government needs to visit the facility during the technical evaluation of the proposed facility.
- Brief description of facility(ies) (including handicap accessibility) description and quantity of rooms in which counseling will be performed.

Sub Factor 3. Responsiveness and Recordkeeping.

- Demonstrate how the LSW will be able to effectively meet the needs of veterans in the Parish specified in the PWS. If using multiple LSWs, identify the location of the counselor's office, and how he or she will be able to provide immediate counseling to Veterans in the surrounding area. Highest preference will go to the offer that proposes counselors who are located within the

Parish specified in the PWS, and can be easily accessed by the Veteran populations in that Parish. Prove that your company can respond to Veteran needs immediately after award.

- Record Keeping – Provide the process the contractor plans to keep records which complies with Privacy Act policy and professional standards

1.2 Factor 2. Past Performance. Past performance will entail two parts.

Part 1. Past Performance of proposed licensed social worker(s). Past performance and quality of services offered. Past performance evaluations will be conducted using information provided with the offer (references provided by LSW) and information obtained from references.

- Provide at least three (3) references for each licensed social worker proposed for staffing.

Part 2. Past Performance of Contractor: Identify all Federal, State, and local government contracts and private sector contracts of similar type, scope, size, and complexity that are ongoing, and/or have been completed within the last three years. Provide a list of references pertaining to those contracts and include names and telephone numbers of individuals involved in monitoring contractor performance. The Government will contact some of each of the offerors customers to ask whether or not they believe (1) that the offeror was capable, efficient, and effective, (2) that the offerors performance conformed to the terms and conditions of its contract, (3) that the offeror was reasonable and co-operative during performance, and (4) that the offeror was committed to customer satisfaction.

- Identify all Federal, State, and local government contracts and private sector contracts of similar type, scope, size, and complexity that are ongoing, and/or have been completed within the last three (3) years. Provide a list of references pertaining to those contracts and include names and telephone numbers of individuals involved in monitoring contractor performance. The Government may/will contact some of each of the offerors customers to ask whether or not they believe (1) that the offeror was capable, efficient, and effective, (2) that the offerors performance conformed to the terms and conditions of its contract, (3) that the offeror was reasonable and co-operative during performance, and (4) that the offeror was committed to customer satisfaction.

The Government reserves the right to obtain information for use in the evaluation of past performance from any and all sources.

1.3. Factor 3. Price. Price will be factored into the best value selection. The Government will evaluate the reasonableness of the price of each acceptable offer in relation to the offeror's relative capability. Additionally, all offers with separately priced line items will be analyzed for unbalanced pricing

2. The Government is concerned with obtaining the most advantageous balance between technical merit/quality and cost/price to the Government. The degree of importance of price could become greater depending upon the equality of the technical proposals. If competing technical proposals are determined to be essentially equal, price could become the controlling factor. The Government may award a contract on the basis of initial offers without discussions; therefore, the offeror's proposal should contain the best terms from a technical and price standpoint.

3. 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).