

<b>SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, &amp; 30</b>				1. REQUISITION NO. 549-17-2-066-0002 VA257-16-AP-9278		PAGE 1 OF 73	
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NO.		5. SOLICITATION NUMBER VA257-17-Q-0090	
6. SOLICITATION ISSUE DATE 02-28-2017		7. FOR SOLICITATION INFORMATION CALL: a. NAME Carlos Jaquez		b. TELEPHONE NO. (No Collect Calls) 915-217-1249		8. OFFER DUE DATE/LOCAL TIME 03-31-2017 5:00 PM ET	
9. ISSUED BY Department of Veterans Affairs SAO West NCO 17 Medical Sharing Branch II 11495 Turner Road El Paso TX 79936-1372				10. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED OR <input checked="" type="checkbox"/> SET ASIDE: 100 % FOR:  <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> EDWOSB <input checked="" type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> 8(A) NAICS: 621111 SIZE STANDARD: \$11 Million			
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS		13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) <input type="checkbox"/>		13b. RATING N/A	
14. METHOD OF SOLICITATION <input checked="" type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP		15. DELIVER TO Department of Veterans Affairs Dallas VA Medical Center Emergency Department 4500 S Lancaster Road Dallas TX 75216-7167		16. ADMINISTERED BY Same as Block # 9		17. RATING N/A	
17a. CONTRACTOR/OFFEROR CODE		FACILITY CODE		18a. PAYMENT WILL BE MADE BY Department of Veterans Affairs Financial Services Center (FSC) IAW VAAR 852.232-72 P.O. Box 149971 Austin TX 78714-8971 PHONE: (866) 372-1141 FAX:		18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM	
17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER <input type="checkbox"/>		17c. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER <input type="checkbox"/>		17d. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER <input type="checkbox"/>		17e. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER <input type="checkbox"/>	
19. ITEM NO.		20. See CONTINUATION Page SCHEDULE OF SUPPLIES/SERVICES		21. QUANTITY		22. UNIT	
23. UNIT PRICE		24. AMOUNT		25. ACCOUNTING AND APPROPRIATION DATA 549-3670160-066-820100-2586 010020100		26. TOTAL AWARD AMOUNT (For Govt. Use Only)	
27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA		27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA		27c. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA		27d. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA	
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 1 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED		29. AWARD OF CONTRACT: REF. OFFER DATED YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN IS ACCEPTED AS TO ITEMS:		30a. SIGNATURE OF OFFEROR/CONTRACTOR		31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)	
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) Valeria Gutierrez NCO1815L3-4063		31c. DATE SIGNED	

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**SECTION B - CONTINUATION OF SF 1449 BLOCKS****B.1 CONTRACT ADMINISTRATION DATA**

**B.1.A. Contract Administration:** The Contractor shall contact the Contracting Officer on all matters pertaining to administration. Only the Contracting Officer is authorized to make commitments or issue changes that will affect the price, quantity or delivery terms of the contract. The following individuals will handle all contract administration matters:

**Format of Proposal:** Offeror's should review this entire solicitation before submitting a quote to ensure that their quotes meet all requirements.

## 1. CONTRACTOR:

POINT OF CONTACT:

PHONE:

EMAIL:

TAX ID NUMBER:

DUNS NUMBER:

## 2. GOVERNMENT:

Department of Veterans Affairs  
SAO West NCO 17 El Paso  
Carlos Jaquez, Contract Specialist  
915-217-1249 or [carlos.jaquez@va.gov](mailto:carlos.jaquez@va.gov)  
11495 Turner Road  
El Paso TX 79936-1372

## 3. CONTRACTOR REMITTANCE ADDRESS: All payments by the Government to the Contractor will be made in accordance with:

- ☐ 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

4. INVOICES: Invoices shall be submitted **in arrears**:

- a. Quarterly ☐  
b. Semi-Annually ☐  
c. Other ☒ Monthly in arrears

5. 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.

<http://www.fsc.va.gov/einvoice.asp>

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

AMENDMENT NO	DATE

## B.2 SCHEDULE OF SERVICES

The Contractor shall provide Emergency Medicine Board Certified/Board Eligible Emergency Department Physician Services on site in accordance with the specifications contained herein to beneficiaries of the Department of Veterans Affairs (VA) and the VA North Texas Health Care System (VANTHCS) Dallas VA Medical Center (VAMC).

The Dallas VAMC Emergency Services are accredited by The Joint Commission (TJC) and follow the standards and guidelines set forth by American College of Emergency Physicians (ACEP).

The Contractor providing onsite emergency department physician services shall meet or exceed the American College of Emergency Physician Guidelines <http://www.ACEP.org/>.

**Prohibition Against Self-Referral:** Contract physicians are prohibited from referring VA patients to their own practice(s).

**Place of Performance:** Contractor shall furnish services on-site at the Dallas VAMC, 4500 S. Lancaster Road, Dallas, TX 75216-7167.

### Pricing Instructions:

The offeror is instructed to edit the number of sub-clins to correspond with the number of key personnel submitted for the contract line item number (CLIN). Offerors shall identify by title/position or level of experience the key personnel submitted. Also, renumber SUB-CLINs if adding or removing Key Personnel.

The offeror is instructed to include all other than price and cost information supporting the proposed price as directed in Instructions to Offerors addendum to 52.212-1 and/or Section D- Contract Documents, Exhibits, or attachments, VA Directive 1663.

The awarded contract will be a firm-fixed (unit) price, indefinite delivery indefinite quantity (IDIQ) contract. Whenever an order is requested the Contracting Officer will execute a bilateral task order against this IDIQ contract.

Prices must be submitted on all individual items of this Schedule of Services. Failure to do so may cause the proposal to be determined "unacceptable".

Quantities on the Schedule of Services are the yearly projected amounts for each contract line item. These projected quantities are for bidding purposes only. Unit prices for the contract line item numbers (CLINs) on the Schedule of Services are firm, fixed prices. These firm- fixed unit prices will govern regardless of quantities ordered under any subsequent task order(s).

"Subtotal Projected Price" for the base period will be the "Bid Price" for purposes of determining the amount of the bid guarantee.

"Grand Total Projected Price" will be used only for the purpose of determining the lowest price offeror.

The guaranteed minimum contract amount, including the base year and any option years exercised, is \$550,000.00 and the maximum contract amount, including the base year and any option years exercised, shall not exceed \$5,500,000.00.

Period of Performance:

Base Year: July 1, 2017 through June 30, 2018

<u>CLIN No.</u>	<u>SUB-CLIN</u>	<u>Description</u>	<u>Qty.</u>	<u>Unit</u>	<u>Unit Cost</u>	<u>Total Annual Cost</u>
0001	None	Emergency Medicine Board Certified/Board Eligible <b>Emergency Department Physician Services</b> . Physician services as identified must be accomplished on-site at VAMC Dallas. <b>2.0 FTE required</b>	4160	Hour (HR)	DO NOT PRICE	DO NOT PRICE
<b>KEY PERSONNEL</b>						
None	0001a	Emergency Department Physician Services NAME: _____ TITLE/LEVEL OF EXPERIENCE: _____	2080	Hour (HR)	\$____/HR	\$
None	0001b	Emergency Department Physician Services NAME: _____ TITLE/LEVEL OF EXPERIENCE: _____	2080	Hour (HR)	\$____/HR	\$
TOTAL FOR BASE			4160	Hour (HR)	\$	

<u>CLIN No.</u>	<u>SUB-CLIN</u>	<u>Description</u>	<u>Qty.</u>	<u>Unit</u>	<u>Unit Cost</u>	<u>Total Annual Cost</u>
0002	None	<b>Emergency Department Physician Assistant Services</b> . Physician Assistant services as identified must be accomplished on-site at VAMC Dallas. <b>1.0 FTE required</b>	2080	Hour (HR)	DO NOT PRICE	DO NOT PRICE
<b>KEY PERSONNEL</b>						
None	0002a	Emergency Department Physician Assistant Services NAME: _____ TITLE/LEVEL OF EXPERIENCE: _____	2080	Hour (HR)	\$____/HR	\$__
TOTAL FOR BASE			2080	Hour (HR)	\$	

Base Year Grand Total: \$ \_\_\_\_\_

Option Year One: July 1, 2018 through June 30, 2019

<u>CLIN No.</u>	<u>SUB-CLIN</u>	<u>Description</u>	<u>Qty.</u>	<u>Unit</u>	<u>Unit Cost</u>	<u>Total Annual Cost</u>
1001	None	Emergency Medicine Board Certified/Board Eligible <b>Emergency Department Physician Services</b> . Physician services as identified must be accomplished on-site at VAMC Dallas. <b>2.0 FTE required</b>	4160	Hour (HR)	DO NOT PRICE	DO NOT PRICE
<b>KEY PERSONNEL</b>						
None	1001a	Emergency Department Physician Services NAME: _____ TITLE/LEVEL OF EXPERIENCE: _____	2080	Hour (HR)	\$____/HR	\$
None	1001b	Emergency Department Physician Services NAME: _____ TITLE/LEVEL OF EXPERIENCE: _____	2080	Hour (HR)	\$____/HR	\$
TOTAL FOR BASE			4160	Hour (HR)	\$	

<u>CLIN No.</u>	<u>SUB-CLIN</u>	<u>Description</u>	<u>Qty.</u>	<u>Unit</u>	<u>Unit Cost</u>	<u>Total Annual Cost</u>
1002	None	<b>Emergency Department Physician Assistant Services</b> . Physician Assistant services as identified must be accomplished on-site at VAMC Dallas. <b>1.0 FTE required</b>	2080	Hour (HR)	DO NOT PRICE	DO NOT PRICE
<b>KEY PERSONNEL</b>						
None	1002a	Emergency Department Physician Assistant Services NAME: _____ TITLE/LEVEL OF EXPERIENCE: _____	2080	Hour (HR)	\$____/HR	\$__
TOTAL FOR BASE			2080	Hour (HR)	\$	

Option Year One Grand Total: \$\_\_\_\_\_

Option Year Two: July 1, 2019 through June 30, 2020

<u>CLIN No.</u>	<u>SUB-CLIN</u>	<u>Description</u>	<u>Qty.</u>	<u>Unit</u>	<u>Unit Cost</u>	<u>Total Annual Cost</u>
2001	None	Emergency Medicine Board Certified/Board Eligible <b>Emergency Department Physician Services</b> . Physician services as identified must be accomplished on-site at VAMC Dallas. <b>2.0 FTE required</b>	4160	Hour (HR)	DO NOT PRICE	DO NOT PRICE
<b>KEY PERSONNEL</b>						
None	2001a	Emergency Department Physician Services NAME: _____ TITLE/LEVEL OF EXPERIENCE: _____	2080	Hour (HR)	\$____/HR	\$
None	2001b	Emergency Department Physician Services NAME: _____ TITLE/LEVEL OF EXPERIENCE: _____	2080	Hour (HR)	\$____/HR	\$
TOTAL FOR BASE			4160	Hour (HR)	\$	

<u>CLIN No.</u>	<u>SUB-CLIN</u>	<u>Description</u>	<u>Qty.</u>	<u>Unit</u>	<u>Unit Cost</u>	<u>Total Annual Cost</u>
2002	None	<b>Emergency Department Physician Assistant Services</b> . Physician Assistant services as identified must be accomplished on-site at VAMC Dallas. <b>1.0 FTE required</b>	2080	Hour (HR)	DO NOT PRICE	DO NOT PRICE
<b>KEY PERSONNEL</b>						
None	2002a	Emergency Department Physician Assistant Services NAME: _____ TITLE/LEVEL OF EXPERIENCE: _____	2080	Hour (HR)	\$____/HR	\$__
TOTAL FOR BASE			2080	Hour (HR)	\$	

Option Year Two Grand Total: \$\_\_\_\_\_

Option Year Three: July 1, 2020 through June 30, 2021

<u>CLIN No.</u>	<u>SUB-CLIN</u>	<u>Description</u>	<u>Qty.</u>	<u>Unit</u>	<u>Unit Cost</u>	<u>Total Annual Cost</u>
3001	None	Emergency Medicine Board Certified/Board Eligible <b>Emergency Department Physician Services</b> . Physician services as identified must be accomplished on-site at VAMC Dallas. <b>2.0 FTE required</b>	4160	Hour (HR)	DO NOT PRICE	DO NOT PRICE
<b>KEY PERSONNEL</b>						
None	3001a	Emergency Department Physician Services NAME: _____ TITLE/LEVEL OF EXPERIENCE: _____	2080	Hour (HR)	\$____/HR	\$
None	3001b	Emergency Department Physician Services NAME: _____ TITLE/LEVEL OF EXPERIENCE: _____	2080	Hour (HR)	\$____/HR	\$
TOTAL FOR BASE			4160	Hour (HR)	\$	

<u>CLIN No.</u>	<u>SUB-CLIN</u>	<u>Description</u>	<u>Qty.</u>	<u>Unit</u>	<u>Unit Cost</u>	<u>Total Annual Cost</u>
3002	None	<b>Emergency Department Physician Assistant Services</b> . Physician Assistant services as identified must be accomplished on-site at VAMC Dallas. <b>1.0 FTE required</b>	2080	Hour (HR)	DO NOT PRICE	DO NOT PRICE
<b>KEY PERSONNEL</b>						
None	3002a	Emergency Department Physician Assistant Services NAME: _____ TITLE/LEVEL OF EXPERIENCE: _____	2080	Hour (HR)	\$____/HR	\$__
TOTAL FOR BASE			2080	Hour (HR)	\$	

Option Year Three Grand Total: \$\_\_\_\_\_



Option Year Four: July 1, 2021 through June 30, 2022

<u>CLIN No.</u>	<u>SUB-CLIN</u>	<u>Description</u>	<u>Qty.</u>	<u>Unit</u>	<u>Unit Cost</u>	<u>Total Annual Cost</u>
4001	None	Emergency Medicine Board Certified/Board Eligible <b>Emergency Department Physician Services</b> . Physician services as identified must be accomplished on-site at VAMC Dallas. <b>2.0 FTE required</b>	4160	Hour (HR)	DO NOT PRICE	DO NOT PRICE
<b>KEY PERSONNEL</b>						
None	4001a	Emergency Department Physician Services NAME: _____ TITLE/LEVEL OF EXPERIENCE: _____	2080	Hour (HR)	\$____/HR	\$
None	4001b	Emergency Department Physician Services NAME: _____ TITLE/LEVEL OF EXPERIENCE: _____	2080	Hour (HR)	\$____/HR	\$
TOTAL FOR BASE			4160	Hour (HR)	\$	

<u>CLIN No.</u>	<u>SUB-CLIN</u>	<u>Description</u>	<u>Qty.</u>	<u>Unit</u>	<u>Unit Cost</u>	<u>Total Annual Cost</u>
4002	None	<b>Emergency Department Physician Assistant Services</b> . Physician Assistant services as identified must be accomplished on-site at VAMC Dallas. <b>1.0 FTE required</b>	2080	Hour (HR)	DO NOT PRICE	DO NOT PRICE
<b>KEY PERSONNEL</b>						
None	4002a	Emergency Department Physician Assistant Services NAME: _____ TITLE/LEVEL OF EXPERIENCE: _____	2080	Hour (HR)	\$____/HR	\$__
TOTAL FOR BASE			2080	Hour (HR)	\$	

Option Year Four Grand Total: \$\_\_\_\_\_

Grand Total: \$\_\_\_\_\_

### B.3 PERFORMANCE WORK STATEMENT

#### Onsite Emergency Department Physician Services

##### 1. GENERAL:

- 1.1. Services Provided: The Contractor shall provide Emergency Medicine Board Certified/Board Eligible Emergency Department Physician Services on site in accordance with the specifications contained herein to beneficiaries of the Department of Veterans Affairs (VA) and the VA North Texas Health Care System (VANTHCS) Dallas VA Medical Center (VAMC). The Contractor providing onsite emergency department physician services shall meet or exceed the American College of Emergency Physician Guidelines <http://www.ACEP.org/>.
- 1.2. Place of Performance - Contractor shall furnish services on-site at the Dallas VAMC, 4500 S. Lancaster Road, Dallas, TX 75216-7167.
- 1.3. Authority: Title 38 USC 8153, Sharing of Health-Care Resources.
- 1.4. Policy/Handbooks: the contractor shall be subject to the following policies, including any subsequent updates during the period of performance:
  - 1.4.1. - VA Directive 1663: Health Care Resources Contracting - Buying  
[http://www1.va.gov/vapubs/viewPublication.asp?Pub\\_ID=347](http://www1.va.gov/vapubs/viewPublication.asp?Pub_ID=347)
  - 1.4.2. VHA Directive 2006-041 "Veterans' Health Care Service Standards" (expired but still in effect pending revision)  
[https://www1.va.gov/vhapublications/ViewPublication.asp?pub\\_ID=1443](https://www1.va.gov/vhapublications/ViewPublication.asp?pub_ID=1443)
  - 1.4.3. - VHA Handbook 1100.17: National Practitioner Data Bank Reports -  
[http://www1.va.gov/vhapublications/ViewPublication.asp?pub\\_ID=2135](http://www1.va.gov/vhapublications/ViewPublication.asp?pub_ID=2135)
  - 1.4.4. - VHA Handbook 1100.18 Reporting And Responding To State Licensing Boards -  
[http://www1.va.gov/vhapublications/ViewPublication.asp?pub\\_ID=1364](http://www1.va.gov/vhapublications/ViewPublication.asp?pub_ID=1364)
  - 1.4.5. - VHA Handbook 1100.19 Credentialing and Privileging -  
[http://www.va.gov/vhapublications/ViewPublication.asp?pub\\_ID=2910](http://www.va.gov/vhapublications/ViewPublication.asp?pub_ID=2910)
  - 1.4.6. - VHA Handbook 1907.01 Health Information Management and Health Records:  
[http://www1.va.gov/vhapublications/ViewPublication.asp?pub\\_ID=2791](http://www1.va.gov/vhapublications/ViewPublication.asp?pub_ID=2791)
  - 1.4.7. - Privacy Act of 1974 (5 U.S.C. 552a) as amended  
[http://www.justice.gov/oip/foia\\_updates/Vol\\_XVII\\_4/page2.htm](http://www.justice.gov/oip/foia_updates/Vol_XVII_4/page2.htm)
- 1.5. Definitions/Acronyms- Terms used in this contract shall be interpreted as follows unless the context expressly requires a different construction and/or interpretation. In case of a conflict in language between the Definitions and other sections of this contract, the language in this section shall govern.
  - 1.5.1. ABIM: American Board of Internal Medicine <http://www.abim.org/>
  - 1.5.2. ACEP: American College of Emergency Physicians
  - 1.5.3. ACGME: Accreditation Council for Graduate Medical Education
  - 1.5.4. ACLS: Advanced Cardiac Life Support
  - 1.5.5. ATLS: Advanced Trauma Life Support
  - 1.5.6. AOD: Admitting Officer of the Day
  - 1.5.7. BLS: Basic Life Support
  - 1.5.8. CCNE: Commission on Collegiate Nursing Education: [www.aacn.nche.edu/accreditation](http://www.aacn.nche.edu/accreditation)
  - 1.5.9. CDC: Centers for Disease Control and Prevention
  - 1.5.10. CDR: Contract Discrepancy Report
  - 1.5.11. CEU: Certified Education Unit
  - 1.5.12. CME: Continuing Medical Education
  - 1.5.13. CMS: Centers for Medicare and Medicaid Services
  - 1.5.14. Contracting Officer (CO): The person executing this contract on behalf of the Government with the authority to enter into and administer contracts and make related determinations and findings.

- 1.5.15. Contracting Officer's Representative (COR): A person appointed by the CO to take necessary action to ensure the Contractor performs in accordance with and adheres to the specifications contained in the contract and to protect the interest of the Government. The COR shall report to the CO promptly any indication of non-compliance in order that appropriate action can be taken.
- 1.5.16. COS: Chief of Staff
- 1.5.17. CPARS: Contractor Performance Assessment Reporting System
- 1.5.18. CPRS: Computerized Patient Recordkeeping System- electronic health record system used by the VA.
- 1.5.19. Credentialing: Credentialing is the systematic process of screening and evaluating qualification and other credentials, including licensure, required education, relevant training and experience and current competence and health status.
- 1.5.20. DEA: Drug Enforcement Agency
- 1.5.21. ED: Emergency Department
- 1.5.22. FSMB: Federation of State Medical Boards
- 1.5.23. HHS: Department of Health and Human Services
- 1.5.24. HIPAA: Health Insurance Portability and Accountability Act
- 1.5.25. HR: Human Resources
- 1.5.26. ISO: Information Security Officer
- 1.5.27. Medical Emergency: a sudden onset of a medical condition manifesting itself by acute symptoms of sufficient severity that the absence of immediate medical attention could reasonably result in: Permanently placing a patient's health in jeopardy, causing other serious medical consequences, causing impairments to body functions, or causing serious or permanent dysfunction of any body-organ or part.
- 1.5.28. MOD: Medical Officer of the Day
- 1.5.29. National Provider Identifier (NPI): NPI is a standard, unique 10-digit numeric identifier required by HIPAA. The Veterans Health Administration must use NPIs in all HIPAA-standard electronic transactions for individual (health care practitioners) and organizational entities (medical centers).
- 1.5.30. NLNAC: National League for Nursing Accrediting Commission. [www.nlnac.org](http://www.nlnac.org)
- 1.5.31. Non-Contract Provider: any person, organization, agency, or entity that is not directly or indirectly employed by the Contractor or any of its subcontractors
- 1.5.32. NP: Nurse Practitioner
- 1.5.33. NPPES: National Plan and Provider Enumeration System
- 1.5.34. PA: Physician Assistant
- 1.5.35. PALS: Pediatric Advanced Life Support
- 1.5.36. POP: Period of Performance
- 1.5.37. PPD: Purified Protein Derivative
- 1.5.38. PWS: Performance Work Statement
- 1.5.39. Privileging (Clinical Privileging): Privileging is the process by which a practitioner, licensed for independent practice; e.g., without supervision, direction, required sponsor, preceptor, mandatory collaboration, etc.; is permitted by law and the facility to practice independently, to provide specific medical or other patient care services within the scope of the individual's license, based upon the individual's clinical competence as determined by peer references, professional experience, health status, education, training and licensure. Clinical privileges must be facility-specific and provider-specific.
- 1.5.40. QA/QI: Quality Assurance/Quality Improvement
- 1.5.41. QM/PI: Quality Management/Performance Improvement
- 1.5.42. QASP: Quality Assurance Surveillance Plan
- 1.5.43. Veterans Health Administration (VHA): The central office for administration of the VA medical centers through throughout the United States. The VHA is located in Washington, D.C.
- 1.5.44. Veterans Integrated Services Network (VISN): The regional oversight for the VA medical centers in Texas.
- 1.5.45. VISTA (Veterans Integrated Systems Technology Architecture): A PC based system that will capture and store clinical imagery, scanned documents and other non-textual data files and integrates them into patient's medical record and with the hospital information system.
- 1.5.46. VetPro: a federal web-based credentialing program for healthcare providers.
- 1.5.47. Veterans Affairs Medical Center (VAMC): Unless identified with the name of a different VA medical Center, for purposes of this contract, this term shall mean the Dallas VA Medical Center.

## 2. QUALIFICATIONS:

### 2.1. Staff/Facility

- 2.1.1. License: The Contractor physicians and physician assistants assigned by the Contractor to perform the services covered by this contract shall have a current license to practice medicine in any State, Territory, or Commonwealth of the United States or the District of Columbia) when services are performed onsite on VA property.  
All licenses held by the personnel working on this contract shall be full and unrestricted licenses. Contractor physicians and physician assistants who have current, full and unrestricted licenses in one or more states, but who have, or ever had, a license restricted, suspended, revoked, voluntarily revoked, voluntarily surrendered pending action or denied upon application will not be considered for the purposes of this contract.
- 2.1.2. Board Certification: All Contractor **physicians** shall be **Board Certified/Board Eligible in Emergency Medicine** as defined by the following: **1)** Board certified by either the American Board of Emergency Medicine (ABEM) or the American Osteopathic Board of Emergency Medicine (AOBEM), **2)** physicians eligible for regaining ABEM certification, **3)** board eligible (BE) Emergency Medicine (EM) physicians as defined by ABEM's Jan 2015 definition (within 5 years of graduating from an Accreditation Council for Graduate Medical Education (ACGME) accredited EM residency) and be currently certified in Basic Life Support (BLS) and Advanced Cardiac Life Support (ACLS) or equivalency. All continuing education courses required for maintaining certification must be kept up to date at all times. Documentation verifying current certification shall be provided by the Contractor to the VA COR on an annual basis for each year of contract performance.
  - 2.1.2.1. All Contractor **physician assistants** shall be certified by the **National Commission on Certification of Physician Assistants** and be currently certified in Basic Life Support (BLS) Advanced Cardiac Life Support (ACLS) or equivalency. All continuing education courses required for maintaining certification must be kept up to date at all times. Documentation verifying current certification shall be provided by the Contractor to the VA COR on an annual basis for each year of contract performance.
- 2.1.3. Experience: All Contractor **physicians** shall have as a minimum 1 year experience in emergency medicine as defined by 1,000 hours.
  - 2.1.3.1. All contractor **physician assistants** shall have as a minimum 1 year experience in emergency medicine as defined by 1,000 hours.
- 2.1.4. Credentialing and Privileging: Credentialing and privileging is to be done in accordance with the provisions of VHA Handbook 1100.19 referenced above. The Contractor is responsible to ensure that proposed physicians possesses the requisite credentials enabling the granting of privileges. No services shall be provided by any Contractor physicians prior to obtaining approval by the VANTHCS Dallas VAMC Professional Standards Board, Medical Executive Board and Medical Center Director. The Contractor shall be required to provide as a minimum, enough appropriately qualified physicians and Advanced Practice Providers to be credentialed and privileged that meet or exceed twice the number of FTEE required to fulfill this contracts obligations. Therefore, for two (2) FTEE of physician coverage, there should be at least four (4) credentialed physicians, and for the 1.0 FTEE advanced practice provider coverage, there shall be at least the equivalent of two (2) credentialed provider.
  - 2.1.4.1. If a Contractor physician is not credentialed and privileged or has credentials/privileges suspended or revoked, the Contractor shall furnish an acceptable substitute without any additional cost to the Government.
- 2.1.5. Technical Proficiency: Contractor physicians shall be technically proficient in the skills necessary to fulfill the Government's requirements, including the ability to speak, understand, read and write English fluently. Contractor shall provide documents upon request of the CO/COR to verify current and ongoing competency, skills, certification and/or licensure related to the provision of care, treatment and/or services performed. Contractor shall provide verifiable evidence of all educational and training experiences including any gaps in educational history for all Contractor physicians and Contractor physician assistants shall be responsible for abiding by the Facility's Medical Staff By-Laws, rules, and regulations (referenced herein) that govern medical staff behavior.

- 2.1.6. Continuing Medical Education (CME)/ Certified Education Unit (CEU) Requirements: Contractor shall provide the COR copies of current CMEs as required or requested by the VAMC. Contractor physicians registered or certified by national/medical associations shall continue to meet the minimum standards for CME to remain current. Contractor shall report CME hours to the credentials office for tracking. These documents are required for both privileging and re-privileging. Failure to provide shall result in loss of privileges for Contractor physicians.
- 2.1.7. Training (ACLS, BLS, CPRS and VA MANDATORY): Contractor shall meet all VA educational requirements and mandatory course requirements defined herein; all training must be completed by the Contractor physicians and physician assistants as required by the VA.

<b>Training</b>	<b>Frequency (once a year, etc.)</b>	<b>Annual Hours</b>
VA Privacy and Information Security Awareness and Rules of Behavior	Once a year	2
American Heart Association BLS Healthcare Provider Course	Once every two years	2
American Heart Association ACLS Healthcare Provider Course	Once every two years	2
Privacy and HIPAA Focused Training	Once a year	2
CPRS training	Once a year	2
Moderate Sedation	Once a year	2
Out of Airway Management	Biannual	4 Hours Every Other Year

- 2.1.7.1. All Contractor physicians shall be currently certified in Basic Life Support (BLS) and Advanced Cardiac Life Support (ACLS) or equivalency. All continuing education courses required for maintaining certification must be kept up to date at all times. Documentation verifying current certification shall be provided by the Contractor to the VA COR on an annual basis for each year of contract performance.
- 2.1.7.2. Mandatory Computer Training – All Contract physicians shall enroll in VA Talent Management System (VA TMS) to complete mandatory computer training. Mandatory computer training is to be completed annually in order to retain VA computer access. All Contractor physicians will be required to Log-on to the VA Talent Management System (VA TMS) from any computer with Internet access at [www.tms.va.gov](http://www.tms.va.gov). The following courses must be completed annually:
- 2.1.7.2.1. Privacy and HIPAA Focused Training
- 2.1.7.2.2. VA Privacy and Information Security Awareness
- 2.1.7.3. CPRS training can be completed at this website: <http://www.vehu.va.gov/cprstraining/>
- 2.1.8. Standard Personnel Testing (PPD, etc.): Contractor shall provide proof of the following tests for physicians and physician assistants within five (5) calendar days after contract award and prior to the first duty shift to the COR and Contracting Officer. Tests shall be current within the past year.
- 2.1.8.1. TUBERCULOSIS TESTING: Contractor shall provide proof of a negative reaction to PPD testing for all Contractor physicians and physician assistants. A negative chest radiographic report for active tuberculosis shall be provided in cases of positive PPD results. The PPD test shall be repeated annually.
- 2.1.8.2. RUBELLA TESTING: Contractor shall provide proof of immunization for all Contractor physicians and physician assistants for measles, mumps, rubella or a rubella titer of 1.8 or greater. If the titer is less than 1.8, a rubella immunization shall be administered with follow-up documentation to the COR.

**2.1.8.3. OSHA REGULATION CONCERNING OCCUPATIONAL EXPOSURE TO BLOODBORNE PATHOGENS:**

Contractor shall provide generic self-study training for all Contractor physicians and physician assistants; provide their own Hepatitis B vaccination series at no cost to the VA if they elect to receive it; maintain an exposure determination and control plan; maintain required records; and ensure that proper follow-up evaluation is provided following an exposure incident. The VAMC shall notify the Contractor of any significant communicable disease exposures as appropriate. Contractor shall adhere to current CDC/HICPAC Guideline for Infection Control in health care personnel ( as published in American Journal for Infection Control- AJIC 1998; 26:289-354 <http://www.cdc.gov/hicpac/pdf/InfectControl98.pdf>) for disease control. Contractor shall provide follow up documentation of clearance to return to the workplace prior to their return.

2.1.9. **National Provider Identifier (NPI):** NPI is a standard, unique 10-digit numeric identifier required by HIPAA. The Veterans Health Administration must use NPIs in all HIPAA-standard electronic transactions for individual (health care practitioners) and organizational entities (medical centers). The Contractor shall have or obtain appropriate NPI and if pertinent the Taxonomy Code confirmation notice issued by the Centers for Medicare and Medicaid Services (CMS) National Plan and Provider Enumeration System (NPPES) be provided to the Contracting Officer with the proposal.

2.1.10. **DEA:** Contractor shall provide copy of current DEA certificate.

2.1.11. **Conflict of Interest:** The Contractor and all Contractor physicians and physician assistants are responsible for identifying and communicating to the CO and COR conflicts of interest at the time of proposal and during the entirety of contract performance. At the time of proposal, the Contractor shall provide a statement which describes, in a concise manner, all relevant facts concerning any past, present, or currently planned interest (financial, contractual, organizational, or otherwise) or actual or potential organizational conflicts of interest relating to the services to be provided. The Contractor shall also provide statements containing the same information for any identified consultants or subcontractors who shall provide services. The Contractor must also provide relevant facts that show how it's organizational and/or management system or other actions would avoid or mitigate any actual or potential organizational conflicts of interest. These statements shall be in response to the VAAR provision 852.209-70 Organizational Conflicts of Interest (Jan 2008) and fully outlined in response to the subject attachment in Section D of the solicitation document.

**2.1.12. Citizenship related Requirements:**

2.1.12.1. 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 contract or subcontract for the Contractor while providing services to Department of Veterans Affairs patient referrals;

2.1.12.2. 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. Additionally, the Contractor is required to comply with all "E-Verify" requirements consistent with "Executive Order 12989" and any related pertinent Amendments, as well as applicable Federal Acquisition Regulations.

2.1.12.3. 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 Contractors 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.

2.1.12.4. 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.

- 2.1.12.5. The Contractor agrees to obtain a similar certification from its subcontractors. The certification shall be made as part of the offerors response to the RFP using the subject attachment in Section D of the solicitation document.
- 2.1.13. Annual Office of Inspector General (OIG) Statement: In accordance with HIPAA and the Balanced Budget Act (BBA) of 1977, the Department of Health and Human Services (HHS) Office of Inspector General (OIG) has established a list of parties and entities excluded from Federal health care programs. Specifically, the listed parties and entities may not receive Federal Health Care program payments due to fraud and/or abuse of the Medicare and Medicaid programs.
  - 2.1.13.1. Therefore, Contractor shall review the HHS OIG List of Excluded Individuals/Entities on the HHS OIG web site at <http://oig.hhs.gov/exclusions/index.asp> to ensure that the proposed Contractor physicians are not listed. Contractor should note that any excluded individual or entity that submits a claim for reimbursement to a Federal health care program, or causes such a claim to be submitted, may be subject to a Civil Monetary Penalty (CMP) for each item or service furnished during a period that the person was excluded and may also be subject to treble damages for the amount claimed for each item or service. CMP's may also be imposed against the Contractor that employ or enter into contracts with excluded individuals to provide items or services to Federal program beneficiaries.
  - 2.1.13.2. By submitting their proposal, the Contractor certifies that the HHS OIG List of Excluded Individuals/Entities has been reviewed and that the Contractors are and/or firm is not listed as of the date the offer/bid was signed.
- 2.2. Clinical/Professional Performance: The qualifications of Contractor personnel are subject to review by VA Medical Center COS or his/her clinical designee and approval by the Medical Center Director as provided in VHA Handbook 1100.19. Clinical/Professional performance monitoring and review of all clinical personnel covered by this contract for quality purposes will be provided by the VAMC COS and/or the Chief of the Service or his designee. A clinical COR may be appointed, however, only the CO is authorized to consider any contract modification request and/or make changes to the contract during the administration of the resultant contract.
- 2.3. Non Personal Healthcare Services: The parties agree that the Contractor and all Contractor physicians and physician assistants shall not be considered VA employees for any purpose.
- 2.4. Indemnification: The Contractor shall be liable for, and shall indemnify and hold harmless the Government against, all actions or claims for loss of or damage to property or the injury or death of persons, arising out of or resulting from the fault, negligence, or act or omission of the Contractor, its agents, or employees.
- 2.5. Prohibition against Self-Referral: Contractor physicians are prohibited from referring VA patients to Contractor or their own practice(s).
- 2.6. Inherent Government Functions: Contractor and Contractor physicians shall not perform inherently governmental functions. This includes, but is not limited to, determination of agency policy, determination of Federal program priorities for budget requests, direction and control of Federal Government employees (outside a clinical context), selection or non-selection of individuals for Federal Government employment including the interviewing of individuals for employment, approval of position descriptions and performance standards for Federal Government employees, approving any contractual documents, approval of Federal licensing actions and inspections, and/or determination of budget policy, guidance, and strategy.
- 2.7. No Employee status: The Contractor shall be responsible for protecting Contractor physician s furnishing services. To carry out this responsibility, the Contractor shall provide or certify that the following is provided for all their staff providing services under the resultant contract:
  - 2.7.1. Workers' compensation
  - 2.7.2. Professional liability insurance
  - 2.7.3. Health examinations
  - 2.7.4. Income tax withholding, and
  - 2.7.5. Social security payments.
- 2.8. Tort Liability: The Federal Tort Claims Act does not cover Contractor or contract physicians. When a Contractor or Contractor physicians has been identified as a provider in a tort claim, the Contractor shall be responsible for notifying their legal counsel and/or insurance carrier. Any settlement or judgment arising from a Contractor or Contractor physician(s) action or non-action shall be the responsibility of the Contractor and/or insurance carrier.

### 2.9. Key Personnel:

- 2.9.1. The VA Full Time Equivalent (FTE) for the services required is **3.0**. FTE is defined by VA as a minimum of 80 hours every two weeks and does not include holidays.
- 2.9.2. The number of Board Certified /Board Eligible Emergency Department physicians required to be on site during scheduled shifts is **2.0** as defined in paragraph Hours of Operation in this section.
- 2.9.3. The number of certified physician assistants required to be on site to complete assigned shifts is **1.0** as defined in paragraph Hours of Operation in this section.
- 2.9.4. It is essential that continuity of services is maintained to the maximum degree possible, hence, substitution of Contractor provided physicians shall be limited to urgent/emergent absences of approved, assigned providers. The Contractor shall be responsible for providing coverage to the VA during periods of vacancies of the Contractor personnel due to sick leave, personal leave, vacations and additional coverage as required. **In the event a scheduled physician is unable to begin or complete an assigned shift, the Contractor shall provide replacement physician coverage within 2 hours and notify the Contracting Officer Representative (COR) at the Dallas VAMC immediately of the schedule change.**
- 2.9.5. Personnel Substitutions: During the first ninety (90) calendar days of performance, the Contractor shall make NO substitutions of key personnel unless the substitution is necessitated by illness, death or termination of employment. The Contractor shall notify the CO, in writing, within 15 calendar day (s) after the occurrence of any of these events and provide the information required below. After 90 days, the Contractor shall submit the information required below to the CO at least 15 calendar days prior to making any permanent substitutions.
  - 2.9.5.1. The Contractor shall provide a detailed explanation of the circumstances necessitating the proposed substitutions, complete resumes for the proposed substitutes, and any additional information requested by the CO. Proposed substitutes shall have comparable qualifications to those of the persons being replaced. The CO will notify the Contractor within 15 calendar days after receipt of all required information of the decision on the proposed substitutes. The contract will be modified to reflect any approved changes of key personnel.
  - 2.9.5.2. For temporary substitutions where the key person shall not be reporting to work for three (3) consecutive work days or more, the Contractor shall provide a qualified replacement for the key person. The substitute shall have comparable qualifications to the key person. Any period exceeding two weeks will require the procedure as stated above.
  - 2.9.5.3. The Government reserves the right to refuse acceptance of any Contractor personnel at any time after performance begins, if personal or professional conduct jeopardizes patient care or interferes with the regular and ordinary operation of the facility. Breaches of conduct include intoxication or debilitation resulting from drug use, theft, patient abuse, dereliction or negligence in performing directed tasks, or other conduct resulting in formal complaints by patient or other staff members to designated Government representatives. Standards for conduct shall mirror those prescribed by current federal personnel regulations. Should the VA COS or designee show documented clinical problems or continual unprofessional behavior/actions with any Contractor's physician (s), s/he may request, without cause, immediate replacement of said Contractor's physician (s) .The CO and COR shall deal with issues raised concerning Contractor's physician (s) conduct. The final arbiter on questions of acceptability is the CO.
  - 2.9.5.4. Contingency Plan: Because continuity of care is an essential part of VAMCs medical services, the Contractor shall have a contingency plan in place to be utilized if the Contractor physicians leaves Contractor employment or is unable to continue performance in accordance with the terms and conditions of the resulting contract.

### 3. HOURS OF OPERATION:

- 3.1. VA Business Hours: Dallas VAMC Emergency Department is open 24 hours a day, 7 days/week, 365 days/year including federal and national holidays.
- 3.2. Clinic Schedule: Physician Services at the Dallas VAMC Emergency Department vary both in start, duration, and finish. Each shift shall not exceed 12 hours in duration.



- 3.2.1. Patients must be seen by a Contractor physician(s) on-site at Dallas VAMC in a timely manner in accordance with VA Rules and Regulations and VA Emergency Medicine patient flow goals. Contractor shall notify the COR at least monthly about any obstacles to meeting this performance measure.
- 3.2.2. Contractor physicians shall be available and present in clinic during scheduled shift which will be established, and may be revised, as deemed appropriate for patient care by the Chief of Staff. Currently, normal clinic hours are 24 hours per day, 7 days per week, 365 days/year including federal and national holidays.
- 3.2.3. Current Dallas VAMC ED shifts are as follows, but are subject to revision as deemed appropriate to meet patient care needs. Contractor providers shall be prepared to work any of the below shifts:
  - 3.2.3.1. 6:00 AM – 5:00 PM
  - 3.2.3.2. 8:00 AM – 7:00 PM
  - 3.2.3.3. 11:00 AM – 8:00 PM
  - 3.2.3.4. 3:00 PM – 2:00 AM
  - 3.2.3.5. 8:00 PM – 7:00 AM
- 3.2.4. Off-hours Coverage: On call coverage is not required.

#### **4. CONTRACTOR RESPONSIBILITIES:**

- 4.1. Clinical Personnel Required: The Contractor shall provide Contractor physicians who are competent, qualified per this performance work statement and adequately trained to perform assigned duties.
  - 4.1.1. Contractor physicians shall be responsible for signing in and out when in attendance. Time sheets will be used by the COR to confirm hours/day and services provided against the Contractor invoices.
- 4.2. Standards of Care: The Contractor physicians and physician assistants care shall cover the range of emergency services as would be provided in a state-of-the-art health care treatment facility and the standard of care shall be of a quality, meeting or exceeding currently recognized national standards as established by:
  - 4.2.1. The American Board of Emergency Medicine
  - 4.2.2. American Board of Osteopathic Emergency Medicine
  - 4.2.3. Relevant professional societies including ACEP. SAEM, AAEM American College of Emergency Physicians: <http://www.acep.org>
  - 4.2.4. The American Board of Internal Medicine <http://www.abim.org/>
  - 4.2.5. VA Standards: VHA Directive 2006-041 “Veterans’ Health Care Service Standards” (expired but still in effect pending revision) [https://www1.va.gov/vhapublications/ViewPublication.asp?pub\\_ID=1443](https://www1.va.gov/vhapublications/ViewPublication.asp?pub_ID=1443)
  - 4.2.6. The professional standards of the The Joint Commission (TJC) [http://www.jointcommission.org/emergency\\_department/](http://www.jointcommission.org/emergency_department/)
  - 4.2.7. The standards of the American Hospital Association (AHA) <http://www.hpoe.org/resources?show=100&type=8> and;
  - 4.2.8. The requirements contained in this PWS.

#### **4.3. MEDICAL RECORDS:**

- 4.3.1. Authorities: Contractor’s physician (s) providing healthcare services to VA patients shall be considered as part of the Department Healthcare Activity and shall comply with the U.S.C.551a (Privacy Act), 38 U.S.C. 5701 (Confidentiality of claimants records), 5 U.S.C. 552 (FOIA), 38 U.S.C. 5705 (Confidentiality of Medical Quality Assurance Records) 38 U.S.C. 7332 (Confidentiality of certain medical records), Title 5 U.S.C. § 522a (Records Maintained on Individuals) as well as 45 C.F.R. Parts 160, 162, and 164 (HIPAA).
- 4.3.2. HIPAA: This contract and its requirements meet exception in 45 CFR 164.502(e), and do not require a BAA in order for Covered Entity to disclose Protected Health Information to: a health care provider for treatment. Based on this exception, a BAA is not required for this contract. Treatment and administrative patient records generated by this contract or provided to the Contractors by the VA are covered by the VA system of records entitled ‘Patient Medical Records-VA’ (24VA19). Contractor generated VA Patient records are the property of the VA and shall not be accessed, released, transferred, or destroyed except in accordance with applicable laws and regulations. Contractor shall ensure that all records pertaining to medical care and services are available for immediate transmission when requested by the VA. Records identified for review, audit, or evaluation by VA representatives and authorized federal and state officials, shall be accessed on-site during normal business hours or mailed by the Contractor at his expense.

Contractor shall deliver all final patient records, correspondence, and notes to the VA within twenty-one (21) calendar days after the contract expiration date.

- 4.3.3. Disclosure: Contractor's physician (s) may have access to patient medical records: however, Contractor shall obtain permission from the VA before disclosing any patient information. Subject to applicable federal confidentiality or privacy laws, the Contractor, or their designated representatives, and designated representatives of federal regulatory agencies having jurisdiction over Contractor, may have access to VA's records, at VA's place of business on request during normal business hours, to inspect and review and make copies of such records. The VA will provide the Contractor with a copy of VHA Handbook 1907.1, Health Information management and Health Records and VHA Handbook 1605.1, Privacy and Release of Information. The penalties and liabilities for the unauthorized disclosure of VA patient information mandated by the statutes and regulations mentioned above, apply to the Contractor.
- 4.3.4. Professional Standards for Documenting Care: Care shall be appropriately documented in medical records in accordance with standard commercial practice and guidelines established by VHA Handbook 1907.01 *Health Information Management and Health Records*:  
[http://www1.va.gov/vhapublications/ViewPublication.asp?pub\\_ID=2791](http://www1.va.gov/vhapublications/ViewPublication.asp?pub_ID=2791) and all guidelines provided by the VAMC.
- 4.3.5. Release of Information: The VA shall maintain control of releasing any patient medical information and will follow policies and standards as defined, but not limited to Privacy Act requirements. In the case of the VA authorizing the Contractor to release patient information, the Contractor in compliance with VA regulations, and at his/her own expense, shall use VA Form 3288, Request for and Consent to Release of Information from Individual's Records, to process "Release of Information Requests." In addition, the Contractor shall be responsible for locating and forwarding records not kept at their facility. The VA's Release of Information Section shall provide the Contractor with assistance in completing forms. Additionally, the Contractor shall use VA Form 10-5345, Request for and Authorization to Release Medical Records or Health Information, when releasing records protected by 38 U.S.C. 7332. Treatment and release records shall include the patient's consent form. Completed Release of Information requests will be forwarded to the VA Privacy Officer at the following address:

**Department of Veterans Affairs**  
**Dallas VA Medical Center**  
**Privacy Officer (00D)**  
**Cheryl P. Johnson – (214) 857-1432 – [Cheryl.Johnson3@va.gov](mailto:Cheryl.Johnson3@va.gov)**  
**4500 Lancaster Rd**  
**Dallas, TX 75216**

- 4.4. Direct Patient Care: **95%** of the time involved in direct patient care.
- 4.4.1. Per the qualification section of this PWS, the Contractor shall provide the following staff:
- 4.4.1.1. Board Certified /Board Eligible Emergency Department Physicians
- 4.4.1.2. Certified Physician Assistants
- 4.4.2. Scope of Care: Contractor's **physicians** (as appropriate and within scope of practice/privileging) shall be responsible for providing Emergency Department care, including, but not limited to :
- 4.4.2.1. Evaluation, Emergent Treatment and Management: Employment of the principles of emergency care for life/limb threats, resuscitation and stabilization, triage, diagnosis and disposition.
- 4.4.2.1.1. Initial evaluation, emergent treatment and management of minor wound care, respiratory illness, gastrointestinal illness, burns, musculoskeletal trauma, dermatological illness, ENT, eye and urological problems.
- 4.4.2.1.2. Initial evaluation, emergent treatment and management of minor procedures such as local infiltration anesthesia, incision and drainage, simple laceration repair, nail trephination, electro-coagulation, nasal cautery, gastric lavage, bladder catheterization, peripheral venous line insertion, spinal immobilization, application of restraints, cleaning and dressing of wounds, excision of minor skin lesions, excision of external hemorrhoid, inhalation therapy IPPB, nasal packing, phlebotomy, paracentesis, urethral catheterization, and local and regional anesthesia.
- 4.4.2.1.3. Initial evaluation, emergent treatment and management of abdominal and gastrointestinal disorders (including trauma) of the esophagus, stomach, small bowel and colon rectum and anus, liver and biliary tree and pancreas.

- 4.4.2.1.4. Initial evaluation, emergent treatment and management of cardiovascular disorders (including trauma), including ECG interpretation, involving cardiac failure, differential diagnosis of chest pain, cardiac structural disorders, cardiac rhythm and conduction defects, pericardial disorders, disease of peripheral arteries and veins, shock, and cutaneous disorders.
- 4.4.2.1.5. Initial evaluation, emergent treatment and management of emergent disorders caused by antigens, organisms and other foreign substances such as reactions of hypersensitivity; reactions from venoms, bites and stings; reactions caused by infectious agents; disorders due to chemical, drug and physical agents; and disorders associated with the environment to include barotraumas, near drowning, electrical injury, hypothermia and radiation injury.
- 4.4.2.1.6. Initial evaluation, emergent treatment and management of emergent disorders of the hematopoietic system such as anemia, coagulopathy and management of acute neoplastic disease complication.
- 4.4.2.1.7. Initial evaluation, emergent treatment and management of emergent disorders of endocrine, metabolic and nutritional natures relating to acid-base disturbances, adrenal, parathyroid and thyroid disturbances.
- 4.4.2.1.8. Initial evaluation, emergent treatment and management of emergent disorders of the head and neck (including trauma) involving the ears, nose, oral cavity, larynx/trachea, face and vestibular system.
- 4.4.2.1.9. Initial evaluation, emergent treatment and management of emergent disorders (including trauma) of the eye involving the lids and lachrymal apparatus conjunctiva, cornea, sclera, internal aspects of the globe and orbit.
- 4.4.2.1.10. Initial evaluation, emergent treatment and management of emergent disorders (including trauma) to include initial interpretation of radiographic plain films of the musculoskeletal system involving shoulder girdle, upper extremity and hand, lower extremity and foot, thorax and vertebrae and arthropathies.
- 4.4.2.1.11. Initial evaluation, emergent treatment and management of emergent disorders (including trauma) of the nervous system including cerebral edema, coma, cranial nerve disease, cerebro-vascular disease and infection.
- 4.4.2.1.12. Initial evaluation, emergent treatment and management of emergent disorders of psychiatric origin including depression, anxiety reactions, suicide and psychosis.
- 4.4.2.1.13. Initial evaluation, emergent treatment and management of emergent respiratory disorders including pulmonary, infection, trauma, neoplasia, metabolic and complications of cardiovascular disease.
- 4.4.2.1.14. Initial evaluation, emergent treatment and management of emergent renal and urologic disorders including acute/chronic renal failure, infections, obstructive uropathy and hematuria and trauma.
- 4.4.2.1.15. Initial evaluation, emergent treatment and management of emergent OB/GYN disorders such as trauma, infection and pregnancy (ectopic and intra-uterine).
- 4.4.2.1.16. Suture minor lacerations.
- 4.4.2.2. Major procedures shall be performed in the VAMC emergency department when safe and appropriate to do so for procedures such as central venous line placement, arterial catheter placement, emergency chest tube or needle thoracostomy to relieve tension pneumothorax, peritoneal lavage, defibrillation and synchronized cardioversion, endotracheal intubation, lumbar puncture, proctoscopy/anoscopy, simple closed fracture and dislocation reduction, arthrocentesis, local and up to moderate systemic anesthesia (intravenous/regional), pericardiocentesis, temporary pacemaker placement, chest tube thoracostomy, cardioversion electrical and chemical, direct indirect laryngoscopy, subclavian puncture, moderate sedation, nasogastric tube placement, nasotracheal intubation, orogastric tube placement, thoracentesis, thrombolytic administration, tube thoracostomy, placement of intra-osseous line, cricothyroidotomy, and ventilator management.
- 4.4.2.3. Stabilization and transfer: Patients suffering traumatic injuries where immediate treatment and release is not medically indicated and when clinical level of care is not available at the VAMC, the

- contractor's physicians shall provide initial stabilization and readying of such patients for transport to a Level One Trauma Center.
- 4.4.2.4. Clinic: Contractor's physicians shall be present on time for any scheduled clinics as documented by physical presence in the clinic at the scheduled start time.
  - 4.4.2.5. Inpatient Admissions: Contractor's physicians shall review all admissions to inpatient hospital care recommended by Mid-level (Physician Assistant or Nurse Practitioner) provider. Every admission to inpatient care shall have a person-to-person hand-off/hand-over from the admitting Provider to a responsible member of the admitting team.
  - 4.4.2.6. Consultation and Referral Responsibilities: Contractor's physicians shall provide consultation with and instruction to referring physicians regarding appropriate indications for procedures so that the most expeditious and clinically appropriate work-up can be done. Contractor's physicians shall determine the appropriate course of treatment and communicate in person or by phone with the referring clinicians.
    - 4.4.2.6.1. Contractor's physicians shall initiate appropriate social work referrals for all identified homeless veterans and for patients who do not have primary care providers, but who appear regularly in the ED.
  - 4.4.2.7. Orthopedic devices: Contractor's physicians shall apply orthopedic devices such as splints and braces to stabilize orthopedic injuries.
  - 4.4.2.8. Medications: Contractor's physicians shall follow all established medication policies and procedures. No sample medications shall be provided to patients.
  - 4.4.2.9. Discharge education: Contractor's physicians shall provide discharge education and follow up instructions that are coordinated with the next care setting for all emergency department patients.
  - 4.4.3. Scope of Practice Contractor's **physician assistants** (as appropriate and within scope of practice/privileging) shall be responsible for providing Emergency Department care, including, but not limited to :
    - 4.4.3.1. Evaluation, Emergent Treatment and Management: Employment of the principles of emergency care for life/limb threats, resuscitation and stabilization, triage, diagnosis and disposition.
      - 4.4.3.1.1. Initial evaluation, emergent treatment and management of minor wound care, respiratory illness, gastrointestinal illness, burns, musculoskeletal trauma, dermatological illness, ENT, eye and urological problems.
      - 4.4.3.1.2. Initial evaluation, emergent treatment and management of minor procedures such as slit lamp exam, regional block anesthesia, treatment of corneal abrasions, removal of superficial ocular foreign bodies, tonometry; removal of cerumen and ear foreign bodies, management of anterior epistaxis. Wound management including suturing, stapling, or adhesive closure of superficial lacerations; superficial debridement, treatment of minor burns, ulcers, and abrasions; removal of foreign bodies, suture/staple removal. Incision and drainage or aspiration of superficial abscesses and cysts. Local and digital anesthesia. Orthopedic splinting; reduction of joint dislocations, joint aspiration/injection under direction of physician, diagnostic anoscopy, pelvic exam, incision and drainage of Bartholin's cist/abscess, removal of vaginal foreign bodies, nail trephination, removal of avulsed or ingrown nails, placement of peripheral IV's, NG tubes, and urinary catheters; removal/replacement of feeding tubes.
      - 4.4.3.1.3. Initial evaluation, emergent treatment and management of abdominal and gastrointestinal disorders (including trauma) of the esophagus, stomach, small bowel and colon rectum and anus, liver and biliary tree and pancreas.
      - 4.4.3.1.4. Initial evaluation, emergent treatment and management of cardiovascular disorders (including trauma), including initial ECG interpretation, involving cardiac failure, differential diagnosis of chest pain, cardiac structural disorders, cardiac rhythm and conduction defects, pericardial disorders, disease of peripheral arteries and veins, shock, and cutaneous disorders.
      - 4.4.3.1.5. Initial evaluation, emergent treatment and management of emergent disorders caused by antigens, organisms and other foreign substances such as reactions of hypersensitivity; reactions from venoms, bites and stings; reactions caused by infectious agents; disorders due to chemical, drug and physical agents; and disorders associated with the environment to include barotraumas, near drowning, electrical injury, hypothermia and radiation injury.

- 4.4.3.1.6. Initial evaluation, emergent treatment and management of emergent disorders of the hematopoietic system such as anemia, coagulopathy and management of acute neoplastic disease complication.
- 4.4.3.1.7. Initial evaluation, emergent treatment and management of emergent disorders of endocrine, metabolic and nutritional natures relating to acid-base disturbances, adrenal, parathyroid and thyroid disturbances.
- 4.4.3.1.8. Initial evaluation, emergent treatment and management of emergent disorders of the head and neck (including trauma) involving the ears, nose, oral cavity, larynx/trachea, face and vestibular system.
- 4.4.3.1.9. Initial evaluation, emergent treatment and management of emergent disorders (including trauma) of the eye involving the lids and lachrymal apparatus conjunctiva, cornea, sclera, internal aspects of the globe and orbit.
- 4.4.3.1.10. Initial evaluation, emergent treatment and management of emergent disorders (including trauma) to include initial interpretation of radiographic plain films of the musculoskeletal system involving shoulder girdle, upper extremity and hand, lower extremity and foot, thorax and vertebrae and arthropathies.
- 4.4.3.1.11. Initial evaluation, emergent treatment and management of emergent disorders (including trauma) of the nervous system including cerebral edema, coma, cranial nerve disease, cerebro-vascular disease and infection.
- 4.4.3.1.12. Initial evaluation, emergent treatment and management of emergent disorders of psychiatric origin including depression, anxiety reactions, suicide and psychosis.
- 4.4.3.1.13. Initial evaluation, emergent treatment and management of emergent respiratory disorders including pulmonary, infection, trauma, neoplasia, metabolic and complications of cardiovascular disease.
- 4.4.3.1.14. Initial evaluation, emergent treatment and management of emergent renal and urologic disorders including acute/chronic renal failure, infections, obstructive uropathy and hematuria and trauma.
- 4.4.3.1.15. Initial evaluation, emergent treatment and management of emergent OB/GYN disorders such as trauma, infection and pregnancy (ectopic and intra-uterine).
- 4.4.3.2. Stabilization and transfer: Patients suffering traumatic injuries where immediate treatment and release is not medically indicated and when clinical level of care is not available at the VAMC, the contractor's physicians shall provide initial stabilization and readying of such patients for transport to a Level One Trauma Center.
- 4.4.3.3. Clinic: Contractor's physician assistants shall be present on time for any scheduled clinics as documented by physical presence in the clinic at the scheduled start time.
- 4.4.3.4. Consultation and Referral Responsibilities: Contractor's physician assistants shall provide consultation with and instruction to referring physicians regarding appropriate indications for procedures so that the most expeditious and clinically appropriate work-up can be done. Contractor's physicians shall determine the appropriate course of treatment and communicate in person or by phone with the referring clinicians.
- 4.4.3.4.1. Contractor's physician assistants shall initiate appropriate social work referrals for all identified homeless veterans and for patients who do not have primary care providers, but who appear regularly in the ED.
- 4.4.3.5. Orthopedic devices: Contractor's physician assistants shall apply orthopedic devices such as splints and braces to stabilize orthopedic injuries.
- 4.4.3.6. Medications: Contractor's physician assistants shall follow all established medication policies and procedures and must be capable of maintaining prescriptive privileges for Class III – IV medications. No sample medications shall be provided to patients.
- 4.4.3.7. Discharge education: Contractor's physician assistants shall provide discharge education and follow up instructions that are coordinated with the next care setting for all emergency department patients.

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

- 4.4.4.1. Quality Improvement Meetings: The Contractor's physicians and physician assistants shall participate in continuous quality improvement activities and meetings with committee participation as required by the VAMC Chief of Service, Chief of Staff, or designee.

Meeting	Frequency	Annual Hours
External Peer/case Review Program Reporting	Intermittent, as needed	One (1)
Blood Usage Review	monthly, as needed	One (1)
Medical Record Review	Intermittent, as needed	One (1)
Drug Usage	Intermittent, as needed	One (1)
Internal Peer Review	Intermittent, as needed	One (1)
Root Cause Analysis (RCA)	Intermittent, as needed	One (1)
Utilization Review	Intermittent, as needed	One (1)

- 4.4.4.2. Staff Meetings: The Contractor's physicians and physician assistants shall attend staff meetings as required by the VAMC Chief of Service, Chief of Staff, or designee. Contractor to communicate with COR on this requirement and report any conflicts that may interfere with compliance with this requirement.

Meeting	Frequency	Annual Hours
Staff Meeting	Quarterly	4.0

- 4.4.4.3. QA/QI documentation: The Contractor's physicians and physician assistants shall complete the appropriate QM/PI documentation pertaining to all procedures, complications and outcome of examinations.
- 4.4.4.4. Specialized CPRS Documentation Procedures: Patient documentation is completed using the Computerized Patient Record System (CPRS).
- 4.4.4.4.1. Contractor's physicians and physician assistants shall document care given and select appropriate Evaluation and Management (E&M) procedure codes in CPRS. Documentation must be sufficient to support both the E&M and procedure codes. Documentation and coding functions must be completed by the end of each patient care encounter.
- 4.4.4.5. Patient Safety Compliance and Reporting: Contractor's physicians and physician assistants shall follow all established patient safety and infection control standards of care. Contractor's physicians and physician assistants shall make every effort to prevent medication errors, falls, and patient injury caused by acts of commission or omission in the delivery of care. All events related to patient injury, medication errors, and other breeches of patient safety shall be reported to the COR VA Safety Policy. As soon as practicable (but within 24 hours) Contractors shall notify COR of incident and submit to the COR the Patient Safety Report, following up with COR as required or requested.
- 4.4.4.6. Customer Service: Contractor's physicians and physician assistants shall refer all patient/customer service issues to the ED Supervisory Physician, Administrative Officer and/or ED Nurse Manager or designee.

#### 4.5. **PERFORMANCE STANDARDS, QUALITY ASSURANCE (QA) AND QUALITY IMPROVEMENT(QI):**

- 4.5.1. Quality Management/Quality Assurance Surveillance: Contract personnel shall be subject to Quality Management measures, such as patient satisfaction surveys, timely completion of medical records, proper utilization of the Emergency Department Integration Software (EDIS) used for patient tracking and Peer Reviews. Methods of Surveillance: Focused Provider Practice Evaluation (FPPE) and Ongoing Provider Practice Evaluation (OPPE). Contractor performance will be monitored by the Government using

the standards as outlined in this Performance Work Statement (PWS) and methods of surveillance detailed in the Quality Assurance Surveillance Plan (QASP). The QASP shall be attached to the resultant contract and shall define the methods and frequency of surveillance conducted.

- 4.5.2. Patient Complaints: The CO will resolve complaints concerning Contractor relations with the Government employees or patients. The CO is final authority on validating complaints. In the event that the Contractor is involved and named in a validated patient complaint, the Government reserves the right to refuse acceptance of the services of such personnel. This does not preclude refusal in the event of incidents involving physical or verbal abuse.
- 4.5.3. The Government reserves the right to refuse acceptance of any Contractor personnel at any time after performance begins, if personal or professional conduct jeopardizes patient care or interferes with the regular and ordinary operation of the facility. Breaches of conduct include intoxication or debilitation resulting from drug use, theft, patient abuse, dereliction or negligence in performing directed tasks, or other conduct resulting in formal complaints by patient or other staff members to designated Government representatives. Standards for conduct shall mirror those prescribed by current federal personnel regulations. The CO and COR shall deal with issues raised concerning Contractor's conduct. The final arbiter on questions of acceptability is the CO.
- 4.5.4. Performance Standards:
  - 4.5.4.1. Measure: Provider Quality Performance  
Performance Requirement: Ongoing Provider Performance Evaluation (OPPE)  
Standard: OPPE documentation for all (100%) staff providing services under the contract. All staff (100%) meet Standards.  
Acceptable Quality Level: 100% meet Standards  
Surveillance Method: Ongoing Provider Performance Evaluation (OPPE) data pertinent to care performed for each provider working under this contract. OPPE data will review the following elements:
    - A. Patient Care Performance
    - B. Medical/Clinical knowledge
    - C. Practiced Based Learning and Improvement
    - D. Interpersonal and Communication Skills
    - E. Professionalism
    - F. System Based PracticeFrequency: Every six months
  - 4.5.4.2. Measure: Provider Quality Performance  
Performance Requirement: Patient encounters are accurately captured for billing purposes.  
Standard: All (100%) of patient encounters for all (100%) staff providing services under the contract properly coded and closed.  
Acceptable Quality Level: 97% of patient encounters are properly coded and closed.  
Surveillance Method: Continuous daily review of open encounters.  
Frequency: Quarterly
  - 4.5.4.3. Measure: Provider Quality Performance  
Performance Requirement: Veteran & staff experience.  
Standard: No more than 2 internal or 1 external validated complaint for any one Contractor personnel providing services under the contract per year.  
Acceptable Quality Level: 100%  
Surveillance Method: Continuous review of Veteran "Speak to the Director" forms and staff Report of Contacts (ROC).  
Frequency: Quarterly
  - 4.5.4.4. Measure: Qualifications of Key Personnel  
Performance Requirement: All Contractor's **physicians** shall be board certified/board eligible in accordance with ABEM. All Contractor's **physician assistants** shall be certified by the National Commission on Certification of Physician Assistants.  
Standard: All (100%) contract physicians are board certified/board eligible and all physician assistants are certified.

Acceptable Quality Level: 100%.

Surveillance Method: Random Inspection of qualification documents

Frequency: Annually

4.5.4.5. Measure: Scope of Practice/Privileging

Performance Requirement: Contractor's physicians and physician assistants perform within their individual scopes of practice/privileging.

Standard: All (100%) Contractor's physicians and physician assistants perform within their scope of practice/privileges 100% of the time.

Acceptable Quality Level: 100% Contractor's physicians and physician assistants perform within their scope of practice/privileges 100% of the time.

Surveillance Method: Random Inspection of records.

Frequency: Quarterly

4.5.4.6. Measure: Patient Access

Performance Requirement: The Contractor shall provide Contractor's physicians and physician assistants in accordance with the operating hours and VA clinical schedule outlined in this PWS.

Standard: All (100%) Contractor's physicians and physician assistants are on time and available to perform services.

Acceptable Quality Level: Contractor's physicians and physician assistants is on-time and available to perform services 97% of the time.

Surveillance Method: Collection of Time and Attendance Sheets and Dallas VAMC Emergency Medicine Section Provider Scheduling Application.

Frequency: Weekly

4.5.4.7. Measure: Patient Safety

Performance Requirement: Patient safety incidents shall be reported using Patient Safety Report. All incidents reported immediately (within 24 hours.)

Standard: All (100%) of patient safety incidents are reported using Patient Safety Report within 24 hours of incident.

Acceptable Quality Level: 97% of patient safety incidents are reported using Patient Safety Report within 24 hours of incident.

Surveillance Method: Direct Observation

Frequency: Annually

4.5.4.8. Measure: Maintains licensing, registration, and certification

Performance Requirement: Updated Licensing, registration and certification shall be provided as they are renewed. Licensing and registration information kept current.

Standard: All (100%) licensing, registration(s) and certification(s) for Contractor's physicians shall be provided as they are renewed. Licensing and registration information kept current.

Acceptable Quality Level: 100% licensing, registration(s) and certification(s) for Contractor's physicians and physician assistants shall be provided as they are renewed. Licensing and registration information kept current.

Surveillance Method: Periodic Sampling and Random Sampling

Frequency: Annually.

4.5.4.9. Measure: Mandatory Training

Performance Requirement: Contractor shall complete all required training on time per VAMC policy

Standard: All (100%) of required training is complete on time by Contractor's physicians and physician assistants.

Acceptable Quality Level: 100% completions.

Surveillance Method: Annual Review

Frequency: Annually

4.5.4.10. Measure: Privacy, Confidentiality and HIPAA

Performance Requirement: Contractor shall ensure Contractor personnel compliance with laws regulations, policies and procedures relating to Privacy, Confidentiality and HIPAA.

Standard: All (100%) Contractor's physicians and physician assistants comply with all laws, regulations, policies and procedures relating to Privacy, Confidentiality and HIPAA



Acceptable Quality Level: 100% compliance; no deviations.

Surveillance Method: Periodic Sampling; Contractor shall provide evidence of annual training required by VAMC, reports violations per VA Directive 6500.6.

Frequency: Annually and as required

4.5.4.11. Measure: Provider Productivity Performance

Performance Requirement: All (100%) Contractor's physicians and physician assistants must demonstrate provider productivity commiserate with staff peers.

Standard: All (100%) Contractor's physicians and physician assistants must remain at or above the Dallas VAMC Emergency Medicine Section median Relative Value Unit (RVU)/encounter

Surveillance Method: Quarterly review of EMMT Provider Productivity Report.

Frequency: Quarterly reviews.

4.5.4.12. Measure: EDIS utilization

Performance Requirement: All (100%) Contractor's physicians and physician assistants must complete training for the proper utilization of EDIS and utilize the software as it was designed to be used

Standard: All (100%) Contractor's physicians and physician assistants must complete training for the proper utilization of EDIS and 100% of Contractor's physicians and physician assistants must meet the EDIS adoption metric target of 90%.

Surveillance Method: Periodic sampling of EDIS adoption metric compliance through review of data on the Emergency Medicine Management Tool, (EMMT).

[https://securereports2.vssc.med.va.gov/ReportServer/Pages/ReportViewer.aspx?%2fMgmtReports%2fEDIS%2fEDIS\\_NationalReport\\_v2&rs:Command=Render](https://securereports2.vssc.med.va.gov/ReportServer/Pages/ReportViewer.aspx?%2fMgmtReports%2fEDIS%2fEDIS_NationalReport_v2&rs:Command=Render)

Frequency: Quarterly reviews.

4.5.5. Registration with Contractor Performance Assessment Reporting System

- 4.5.5.1. As prescribed in Federal Acquisition Regulation (FAR) Part 42.15, the Department of Veterans Affairs (VA) evaluates Contractor past performance on all contracts that exceed \$150,000, and shares those evaluations with other Federal Government contract specialists and procurement officials. The FAR requires that the Contractor be provided an opportunity to comment on past performance evaluations prior to each report closing. To fulfill this requirement VA uses an online database, CPARS, which is maintained by the Naval Seal Logistics Center in Portsmouth, New Hampshire. CPARS has connectivity with the Past Performance Information Retrieval System (PPIRS) database, which is available to all Federal agencies. PPIRS is the system used to collect and retrieve performance assessment reports used in source selection determinations and completed CPARS report cards transferred to PPIRS. CPARS also includes access to the federal awardee performance and integrity information system (FAPIIS). FAPIIS is a web-enabled application accessed via CPARS for Contractor responsibility determination information.
- 4.5.5.2. Each Contractor whose contract award is estimated to exceed \$150,000 requires a CPARS evaluation. A Government Focal Point will register your contract within thirty days after contract award and, at that time, you will receive an email message with a User ID (to be used when reviewing evaluations). Additional information regarding the evaluation process can be found at [www.cpars.gov](http://www.cpars.gov) or if you have any questions, you may contact the Customer Support Desk @ DSN: 684-1690 or COMM: 207-438-1690.
- 4.5.5.3. For contracts with a period of one year or less, the Contracting Officer will perform a single evaluation when the contract is complete. For contracts exceeding one year, the Contracting Officer will evaluate the Contractor's performance annually. Interim reports will be filed each year until the last year of the contract, when the final report will be completed. The report shall be assigned in CPARS to the Contractor's designated representative for comment. The Contractor representative will have sixty (60) days to submit any comments and re-assign the report to the CO.
- 4.5.5.4. Failure for the Contractor's representative to respond to the evaluation within those sixty (60) days, will result in the Government's evaluation being placed on file in the database with a statement that the Contractor failed to respond; the Contractor's representative will be "locked out" of the evaluation and may no longer send comments.

**5. GOVERNMENT RESPONSIBILITIES:**

**5.1. VA Support Personnel, Services or Equipment:**

**5.1.1. Onsite Internal Network Access**

- 5.1.1.1. Designated space & computer for documenting patient care.
- 5.1.1.2. ADPAC available during business hours non-Federal Holidays, M-F 08:00 – 16:30 to assist with network access problems.

**5.2. Contract Administration/Performance Monitoring:** After award of contract, all inquiries and correspondence relative to the administration of the contract shall be addressed to:

**5.2.1. CO RESPONSIBILITIES:**

CO – Valeria Gutierrez / 915-217-1238 – [valeria.gutierrez@va.gov](mailto:valeria.gutierrez@va.gov)

- 5.2.1.1. The Contracting Officer is the only person authorized to approve changes or modify any of the requirements of this contract. The Contractor shall communicate with the Contracting Officer on all matters pertaining to contract administration. Only the Contracting Officer is authorized to make commitments or issue any modification to include (but not limited to) terms affecting price, quantity or quality of performance of this contract.
- 5.2.1.2. The Contracting Officer shall resolve complaints concerning Contractor relations with the Government employees or patients. The Contracting Officer is final authority on validating complaints. In the event the Contractor effects any such change at the direction of any person other than the Contracting Officer without authority, no adjustment shall be made in the contract price to cover an increase in costs incurred as a result thereof.
- 5.2.1.3. In the event that contracted services do not meet quality and/or safety expectations, the best remedy will be implemented, to include but not limited to a targeted and time limited performance improvement plan; increased monitoring of the contracted services; consultation or training for Contractor personnel to be provided by the VA; replacement of the contract personnel and/or renegotiation of the contract terms or termination of the contract.

**5.2.2. COR Responsibilities:**

The COR for this contract is: Darin MacCatherine / Acting Administrative Officer, Emergency Medicine Section / 214-857-1933 / [darin.maccatherine@va.gov](mailto:darin.maccatherine@va.gov)

- 5.2.2.1. The COR shall be the VA official responsible for verifying contract compliance. After contract award, any incidents of Contractor noncompliance as evidenced by the monitoring procedures shall be forwarded immediately to the Contracting Officer.
- 5.2.2.2. The COR will be responsible for monitoring the Contractor's performance to ensure all specifications and requirements are fulfilled. Quality Improvement data that will be collected for ongoing monitoring.
- 5.2.2.3. The COR will maintain a record-keeping system of services by capturing scheduled shifts using Dallas VAMC ED Scheduling Software, signed & verified Time & Attendance Sheets, and managed in spreadsheet utilizing Microsoft Excel 2010. The COR will review this data weekly as invoices are received and certify all invoices for payment by comparing the hours documented on the VA record-keeping system and those on the invoices. Any evidence of the Contractor's non-compliance as evidenced by the monitoring procedures shall be forwarded immediately to the Contracting Officer.
- 5.2.2.4. The COR will review and certify monthly invoices for payment. If in the event the Contractor fails to provide the services in this contract, payments will be adjusted to compensate the Government for the difference.
- 5.2.2.5. All contract administration functions will be retained by the VA.

**6. SPECIAL CONTRACT REQUIREMENTS:**

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

- 6.1.1. The following are brief descriptions of required documents that must be submitted by Contractor: upon award; weekly; monthly; quarterly; annually, etc. identified throughout the PWS and is provided here as

a guide for Contractor convenience. If an item is within the PWS and not listed here, the Contractor remains responsible for the delivery of the item.

<b>What</b>	<b>Submit as noted</b>	<b>Submit To</b>
Quality Control Plan: Description and reporting reflecting the contractor's plan for meeting of contract requirements and performance standards.	Upon proposal and as frequently as indicated in the performance standards.	Contracting Officer
Copy of Sub Contracting Plan (as required) Copy of Contractor Certification Statement if non-subcontracting possibilities exist.	Upon proposal and as updated.	Contracting Officer
Copies of any and all licenses, board certifications, NPI, to include primary source verification of all licensed and certified staff.	Upon proposal and upon renewal of licenses and upon renewal of option periods or change of key personnel.	Contracting Officer with proposal; renewal submitted to VETPRO system.
Certification that staff list have been compared to OIG list	Upon proposal and upon new hires.	Contracting Officer
Proof of Indemnification and Medical Liability Insurance.	Upon proposal and upon renewals.	Contracting Officer
Certificates of Completion for Cyber Security and Patient Privacy Training Courses	Before receiving an account on VA Network and annual training and new hires.	Contracting Officer
ACLS/BLS Certification	Upon award and every two years after award.	COR
Contingency plan for replacing key personnel to maintain services as required under the terms of the contract	Upon proposal and as updated.	COR

## 6.2. Billing:

6.2.1. Invoice requirements and supporting documentation: Supporting documentation and invoice must be submitted no later than the 20th workday of the month. Subsequent changes or corrections shall be submitted by separate invoice. In addition to information required for submission of a "proper" invoice in accordance with FAR 52.212-4 (g), all invoices must include:

- 6.2.1.1. Name and Address of Contractor
- 6.2.1.2. Invoice Date and Invoice Number
- 6.2.1.3. Contract Number and Purchase/Task Order Number
- 6.2.1.4. Date of Service
- 6.2.1.5. Contractor's physicians or physician assistants
- 6.2.1.6. Hourly Rate
- 6.2.1.7. Quantity of hours worked
- 6.2.1.8. Total price

## 6.3. Vendor Electronic Invoice Submission Methods

Invoices will be electronically submitted to the Tungsten website at <http://www.tungstennetwork.com/uk/en/>. Tungsten direct vendor support number is 877-489-6135 for VA contracts. The VA-FSC pays all associated transaction fees for VA orders. During Implementation (technical set-up) Tungsten will confirm your Tax Payer ID Number with the VA-FSC. This process can take up to 5 business days to complete to ensure your invoice is automatically routed to your Certifying Official for approval and payment. In order to successfully submit an invoice to VA-FSC please review "How to Create an Invoice" within the how to guides. All invoices submitted through Tungsten to the VA-FSC should mirror your current submission of Invoice, with the following items required. Clarification of additional requirements should be confirmed with your Certifying Official (your CO or buyer). The VA-FSC requires specific information in compliance with the Prompt Pay Act and Business Requirements. For additional information, please contact:

**Tungsten Support**

Phone: 1-877-489-6135

Website: <http://www.tungsten-network.com/uk/en/>

**Department of Veterans Affairs Financial Service Center**

Phone: 1-877-353-9791 Email: [vafscched@va.gov](mailto:vafscched@va.gov)

**6.4. Payment Adjustments/Performance Related Payment Deductions:**

6.4.1. Invoices will be prorated for partial hours worked. The Contractor shall be paid only for actual work performed onsite. Time performed will be rounded to the nearest quarter hour (i.e. Contractor personnel who work 6 hours and 9 minutes will be paid for 6 hours and 15 minutes or 6.25 hours). Contractor providers shall be responsible for reporting time worked accurately. The Contract shall be paid for actual hours performed.

6.4.1.1. The contract shall be adjusted at the end of the period of performance in accordance with actual performance.

6.5. Payments in full/no billing VA beneficiaries: The Contractor shall accept payment for services rendered under this contract as payment in full. VA beneficiaries shall not under any circumstances be charged nor their insurance companies charged for services rendered by the Contractor, even if VA does not pay for those services. This provision shall survive the termination or ending of the contract.

6.5.1. To the extent that the Veteran desires services which are not a VA benefit or covered under the terms of this contract, the Contractor must notify the Veteran that there will be a charge for such service and that the VA will not be responsible for payment.

6.5.2. The Contractor shall not bill, charge, collect a deposit from, seek compensation, remuneration, or reimbursement from, or have any recourse against, any person or entity other than VA for services provided pursuant to this contract. It shall be considered fraudulent for the Contractor to bill other third party insurance sources (including Medicare) for services rendered to Veteran enrollees under this contract.

**6.6. Contractor Security Requirements (Handbook 6500.6) - VA INFORMATION AND INFORMATION SYSTEM SECURITY/PRIVACY**

**6.6.1. VA INFORMATION AND INFORMATION SYSTEM SECURITY/PRIVACY LANGUAGE**

6.6.1.1. A contractor/subcontractor shall request logical (technical) or physical access to VA information and VA information systems for their employees, subcontractors, and affiliates only to the extent necessary to perform the services specified in the contract, agreement, or task order.

6.6.1.2. All contractors, subcontractors, and third-party servicers and associates working with VA information are subject to the same investigative requirements as those of VA appointees or employees who have access to the same types of information. The level and process of background security investigations for contractors must be in accordance with VA Handbook 0710, *Personnel Suitability and Security Program*.

[http://www1.va.gov/vapubs/viewPublication.asp?Pub\\_ID=86](http://www1.va.gov/vapubs/viewPublication.asp?Pub_ID=86)

6.6.1.3. The Office for Operations, Security, and Preparedness is responsible for these policies and procedures.

6.6.1.4. Contract personnel who require access to national security programs must have a valid security clearance. National Industrial Security Program (NISP) was established by Executive Order 12829 to ensure that cleared U.S. defense industry contract personnel safeguard the classified information in their possession while performing work on contracts, programs, bids, or research and development efforts. The Department of Veterans Affairs does not have a Memorandum of Agreement with Defense Security Service (DSS). Verification of a Security Clearance must be processed through the Special Security Officer located in the Planning and National Security Service within the Office of Operations, Security, and Preparedness.

6.6.1.5. Custom software development and outsourced operations must be located in the U.S. to the maximum extent practical. If such services are proposed to be performed abroad and are not disallowed by other VA policy or mandates, the contractor/subcontractor must state where all non-U.S. services are provided and detail a security plan, deemed to be acceptable by VA, specifically to address mitigation of the resulting problems of communication, control, data protection, and so forth. Location within the U.S. may be an evaluation factor.

- 6.6.1.6. The contractor or subcontractor must notify the Contracting Officer immediately when an employee working on a VA system or with access to VA information is reassigned or leaves the contractor or subcontractor's employ. The Contracting Officer must also be notified immediately by the contractor or subcontractor prior to an unfriendly termination.
- 6.6.1.7. Information made available to the contractor or subcontractor by VA for the performance or administration of this contract or information developed by the contractor/subcontractor 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. This clause expressly limits the contractor/subcontractor's rights to use data as described in Rights in Data - General, FAR 52.227-14(d) (1).
- 6.6.1.8. VA information should not be co-mingled, if possible, with any other data on the contractors/subcontractor's information systems or media storage systems in order to ensure VA requirements related to data protection and media sanitization can be met. If co-mingling must be allowed to meet the requirements of the business need, the contractor must ensure that VA's information is returned to the VA or destroyed in accordance with VA's sanitization requirements. VA reserves the right to conduct on-site inspections of contractor and subcontractor IT resources to ensure data security controls, separation of data and job duties, and destruction/media sanitization procedures are in compliance with VA directive requirements.
- 6.6.1.9. Prior to termination or completion of this contract, contractor/subcontractor must not destroy information received from VA, or gathered/created by the contractor in the course of performing this contract without prior written approval by the VA. Any data destruction done on behalf of VA by a contractor/subcontractor must be done in accordance with National Archives and Records Administration (NARA) requirements as outlined in VA Directive 6300, *Records and Information Management* and its Handbook 6300.1 *Records Management Procedures*, applicable VA Records Control Schedules, and VA Handbook 6500.1, *Electronic Media Sanitization*. Self-certification by the contractor that the data destruction requirements above have been met must be sent to the VA Contracting Officer within 30 days of termination of the contract.
- 6.6.1.10. The contractor/subcontractor must receive, gather, store, back up, maintain, use, disclose and dispose of VA information only in compliance with the terms of the contract and applicable Federal and VA information confidentiality and security laws, regulations and policies. If Federal or VA information confidentiality and security laws, regulations and policies become applicable to the VA information or information systems after execution of the contract, or if NIST issues or updates applicable FIPS or Special Publications (SP) after execution of this contract, the parties agree to negotiate in good faith to implement the information confidentiality and security laws, regulations and policies in this contract.
- 6.6.1.11. The contractor/subcontractor shall not make copies of VA information except as authorized and necessary to perform the terms of the agreement or to preserve electronic information stored on contractor/subcontractor electronic storage media for restoration in case any electronic equipment or data used by the contractor/subcontractor needs to be restored to an operating state. If copies are made for restoration purposes, after the restoration is complete, the copies must be appropriately destroyed.
- 6.6.1.12. If VA determines that the contractor has violated any of the information confidentiality, privacy, and security provisions of the contract, it shall be sufficient grounds for VA to withhold payment to the contractor or third party or terminate the contract for default or terminate for cause under Federal Acquisition Regulation (FAR) part 12.
- 6.6.1.13. The contractor/subcontractor must store, transport, or transmit VA sensitive information in an encrypted form, using VA-approved encryption tools that are, at a minimum, FIPS 140-2 validated.
- 6.6.1.14. The contractor/subcontractor's firewall and Web services security controls, if applicable, shall meet or exceed VA's minimum requirements. VA Configuration Guidelines are available upon request.
- 6.6.1.15. Except for uses and disclosures of VA information authorized by this contract for performance of the contract, the contractor/subcontractor may use and disclose VA information only in two other situations: (i) in response to a qualifying order of a court of competent jurisdiction, or (ii) with VA's prior written approval. The contractor/subcontractor must refer all requests for, demands for

production of, or inquiries about, VA information and information systems to the VA contracting officer for response.

- 6.6.1.16. Notwithstanding the provision above, the contractor/subcontractor shall not release VA records protected by Title 38 U.S.C. 5705, confidentiality of medical quality assurance records and/or Title 38 U.S.C. 7332, confidentiality of certain health records pertaining to drug addiction, sickle cell anemia, alcoholism or alcohol abuse, or infection with human immunodeficiency virus. If the contractor/subcontractor is in receipt of a court order or other requests for the above mentioned information, that contractor/subcontractor shall immediately refer such court orders or other requests to the VA contracting officer for response.

#### 6.6.2. VA INFORMATION CUSTODIAL LANGUAGE

- 6.6.2.1. Information made available to the contractor or subcontractor by VA for the performance or administration of this contract or information developed by the contractor/subcontractor 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. This clause expressly limits the contractor/subcontractor's rights to use data as described in Rights in Data - General, FAR 52.227-14(d):
- 6.6.2.2. (d) *Release, publication, and use of data.* The Contractor shall have the right to use, release to others, reproduce, distribute, or publish any data first produced or specifically used by the Contractor in the performance of this contract, except—
- (1) As prohibited by Federal law or regulation (*e.g.*, export control or national security laws or regulations);
  - (2) As expressly set forth in this contract; or
  - (3) If the Contractor receives or is given access to data necessary for the performance of this contract that contain restrictive markings, the Contractor shall treat the data in accordance with such markings unless specifically authorized otherwise in writing by the Contracting Officer.
- 6.6.2.3. Prior to termination or completion of this contract, contractor/subcontractor must not destroy information received from VA, or gathered/created by the contractor in the course of performing this contract without prior written approval by the VA. Any data destruction done on behalf of VA by a contractor/subcontractor must be done in accordance with National Archives and Records Administration (NARA) requirements as outlined in VA Directive 6300, *Records and Information Management* and its Handbook 6300.1 *Records Management Procedures*, applicable VA Records Control Schedules, and VA Handbook 6500.1, *Electronic Media Sanitization*. Self-certification by the contractor that the data destruction requirements above have been met must be sent to the VA Contracting Officer within 30 days of termination of the contract.
- 6.6.2.4. The contractor/subcontractor shall not make copies of VA information except as authorized and necessary to perform the terms of the agreement or to preserve electronic information stored on contractor/subcontractor electronic storage media for restoration in case any electronic equipment or data used by the contractor/subcontractor needs to be restored to an operating state. If copies are made for restoration purposes, after the restoration is complete, the copies must be appropriately destroyed.
- 6.6.2.5. If VA determines that the contractor has violated any of the information confidentiality, privacy, and security provisions of the contract, it shall be sufficient grounds for VA to withhold payment to the contractor or third party or terminate the contract for default or terminate for cause under Federal Acquisition Regulation (FAR) part 12.
- 6.6.2.6. Except for uses and disclosures of VA information authorized by this contract for performance of the contract, the contractor/subcontractor may use and disclose VA information only in two other situations: (i) in response to a qualifying order of a court of competent jurisdiction, or (ii) with VA's prior written approval. The contractor/subcontractor must refer all requests for, demands for production of, or inquiries about, VA information and information systems to the VA contracting officer for response.
- 6.6.2.7. Notwithstanding the provision above, the contractor/subcontractor shall not release VA records protected by Title 38 U.S.C. 5705, confidentiality of medical quality assurance records and/or Title 38 U.S.C. 7332, confidentiality of certain health records pertaining to drug addiction, sickle cell anemia,

alcoholism or alcohol abuse, or infection with human immunodeficiency virus. If the contractor/subcontractor is in receipt of a court order or other requests for the above mentioned information, that contractor/subcontractor shall immediately refer such court orders or other requests to the VA contracting officer for response.

#### 6.6.3. SECURITY INCIDENT INVESTIGATION

- 6.6.3.1. 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 an action that breaches VA security procedures. The contractor/subcontractor shall immediately notify the COR and simultaneously, the designated ISO and Privacy Officer for the contract 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/subcontractor has access.
- 6.6.3.2. To the extent known by the contractor/subcontractor, the contractor/subcontractor’s notice to VA shall identify the information involved, the circumstances surrounding the incident (including to whom, how, when, and where the VA information or assets were placed at risk or compromised), and any other information that the contractor/subcontractor considers relevant.
- 6.6.3.3. With respect to unsecured protected health information, the business associate is deemed to have discovered a data breach when the business associate knew or should have known of a breach of such information. Upon discovery, the business associate must notify the covered entity of the breach. Notifications need to be made in accordance with the executed business associate agreement.
- 6.6.3.4. In instances of theft or break-in or other criminal activity, the contractor/subcontractor must concurrently report the incident to the appropriate law enforcement entity (or entities) of jurisdiction, including the VA OIG and Security and Law Enforcement. The contractor, its employees, and its subcontractors and their employees shall 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/subcontractor shall cooperate with VA in any civil litigation to recover VA information, obtain monetary or other compensation from a third party for damages arising from any incident, or obtain injunctive relief against any third party arising from, or related to, the incident.

#### 6.6.4. LIQUIDATED DAMAGES FOR DATA BREACH

- 6.6.4.1. Consistent with the requirements of 38 U.S.C. §5725, a contract may require access to sensitive personal information. If so, the contractor is liable to VA for liquidated damages (\$37.50 each) in the event of a data breach or privacy incident involving any SPI the contractor/subcontractor processes or maintains under this contract. However, it is the policy of VA to forego collection of liquidated damages in the event the contractor provides payment of actual damages in an amount determined to be adequate by the agency.
- 6.6.4.2. The contractor/subcontractor shall provide notice to VA of a “security incident” as set forth in the Security Incident Investigation section above. Upon such notification, VA must secure from a non-Department entity or the VA Office of Inspector General an independent risk analysis of the data breach to determine the level of risk associated with the data breach for the potential misuse of any sensitive personal information involved in the data breach. The term 'data breach' means the loss, theft, or other unauthorized access, or any access other than that incidental to the scope of employment, to data containing sensitive personal information, in electronic or printed form, that results in the potential compromise of the confidentiality or integrity of the data. Contractor shall fully cooperate with the entity performing the risk analysis. Failure to cooperate may be deemed a material breach and grounds for contract termination.
- 6.6.4.3. Each risk analysis shall address all relevant information concerning the data breach, including the following:
  - 6.6.4.3.1. Nature of the event (loss, theft, unauthorized access);
  - 6.6.4.3.2. Description of the event, including:
    - 6.6.4.3.3. date of occurrence;
    - 6.6.4.3.4. data elements involved, including any PII, such as full name, social security number, date of birth, home address, account number, disability



- code; Number of individuals affected or potentially affected; Names of individuals or groups affected or potentially affected;
- 6.6.4.3.5. Ease of logical data access to the lost, stolen or improperly accessed data in light of the degree of protection for the data, e.g., unencrypted, plain text; Amount of time the data has been out of VA control;
- 6.6.4.3.6. The likelihood that the sensitive personal information will or has been compromised (made accessible to and usable by unauthorized persons);
- 6.6.4.3.7. Known misuses of data containing sensitive personal information, if any;
- 6.6.4.3.8. Assessment of the potential harm to the affected individuals;
- 6.6.4.3.9. Data breach analysis as outlined in VA Handbook 6500.2, *Management of Security and Privacy Incidents*, as appropriate;  
[http://www.va.gov/vapubs/viewPublication.asp?Pub\\_ID=608&FType=2](http://www.va.gov/vapubs/viewPublication.asp?Pub_ID=608&FType=2)
- 6.6.4.3.10. Whether credit protection services may assist record subjects in avoiding or mitigating the results of identity theft based on the sensitive personal information that may have been compromised.
- 6.6.4.4. Based on the determinations of the independent risk analysis, the contractor shall be responsible for paying to the VA liquidated damages in the amount of the actual costs incurred per affected individual to cover the cost of providing credit protection services to affected individuals consisting of the following:
  - 6.6.4.4.1. Notification;
  - 6.6.4.4.2. One year of credit monitoring services consisting of automatic daily monitoring of at least three (3) relevant credit bureau reports;
  - 6.6.4.4.3. Data breach analysis;
  - 6.6.4.4.4. Fraud resolution services, including writing dispute letters, initiating fraud alerts and credit freezes, to assist affected individuals to bring matters to resolution;
  - 6.6.4.4.5. One year of identity theft insurance with \$20,000.00 coverage at \$0.00 deductible; and
  - 6.6.4.4.6. Necessary legal expenses the subjects may incur to repair falsified or damaged credit records, histories, or financial affairs.

#### 6.6.5. SECURITY CONTROLS COMPLIANCE TESTING

- 6.6.5.1. On a periodic basis, VA, including the Office of Inspector General, reserves the right to evaluate any or all of the security controls and privacy practices implemented by the contractor under the clauses contained within the contract. With ten (10) working-days' notice, at the request of the government, the contractor must fully cooperate and assist in a government-sponsored security controls assessment at each location wherein VA information is processed or stored, or information systems are developed, operated, maintained, or used on behalf of VA, including those initiated by the Office of Inspector General. The government may conduct a security control assessment on shorter notice (to include unannounced assessments) as determined by VA in the event of a security incident or at any other time.

#### 6.6.6. CONTRACTOR SECURITY INVESTIGATION REQUIREMENTS

- 6.6.6.1. All contractor employees who require access to VA's computer systems shall be the subject of a background investigation and must receive a favorable adjudication from the VA Security Investigations Center prior to contract performance. This requirement is applicable to all subcontractor personnel requiring the same access. If the investigation is not completed prior to the start date of the contract, the contractor will be responsible for the actions of those individuals they provide to perform work for the VA.
- 6.6.6.2. **Position Sensitivity** – The position sensitivity has been designated as: **LOW RISK**.
- 6.6.6.3. **Background Investigation** – The level of background investigation commensurate with the required level of access is National Agency Check with written inquiries.

#### 6.7. Contractor Responsibilities



- 6.7.1. The contractor shall pre-screen all personnel requiring access to the computer systems to ensure they maintain a U.S. citizenship (or are fully authorized to work in the United States per current federal law) and are able to read, write, speak, and understand the English language.
- 6.7.2. The contractor shall submit or have their employees submit the following required forms to the VA Security Investigations Center within 30 days of receipt:

1. Standard Form 85, Questionnaire for Non-Sensitive Positions  
[http://www.opm.gov/forms/pdf\\_fill/sf85.pdf](http://www.opm.gov/forms/pdf_fill/sf85.pdf)
2. FD 258, U.S. Department of Justice Fingerprint Applicant Chart  
<http://www.fbi.gov/about-us/cjis/criminal-history-summary-checks/standard-fingerprint-form-fd-258>
3. Optional Form 306, Declaration for Federal Employment Instructions and forms may be accessed online: [http://www.opm.gov/forms/pdf\\_fill/of0306.pdf](http://www.opm.gov/forms/pdf_fill/of0306.pdf)

- 6.7.2.1. The Contractor shall inform the contract employee that when filling out Standard Form 85, that there should be **no gaps** in employment history. **Any gaps** in employment history on Standard Form 85 may result in OPM rejecting the documentation for investigation.

- 6.7.2.1.1. The Contractor, when notified of an unfavorable determination by the government, shall withdraw the employee from consideration from working under the contract

- 6.7.2.1.2. Failure to comply with the Contractor personnel security requirements may result in termination of the contract for default.

#### 6.8. Government Responsibilities

- 6.8.1. The VA Security Investigations Center will provide the necessary forms to the contractor or to the Contractor's employees after receiving the required information.
- 6.8.2. Upon receipt, the VA Security Investigations Center will review the completed forms for accuracy and forward the forms to OPM to conduct the background investigation.
- 6.8.3. The VA facility will pay for investigations conducted by the Office of Personnel Management (OPM) in advance. In these instances, the Contractor will reimburse the VA facility within 30 days.
- 6.8.4. The VA Security Investigations Center will notify the Contracting Officer and Contractor after adjudicating the results of the background investigations received from OPM.
- 6.8.5. The Contracting Officer will ensure that the Contractor provides evidence that investigations have been completed or are in the process of being requested.
- 6.8.6. After contract award and prior to contract performance: The Contracting Officer shall obtain from the Contractor and submit to the Security and Investigations Center (SIC)/Contracting, 2200 Fort Roots Dr., Bldg. 104, North Little, AR 72114, the following information:
  - a. List of names of Contractor Personnel (Full legal name)
  - b. Social Security Number of Contractor Personnel
  - c. Date of Birth
  - d. Home address of Contractor Personnel or the Contractor's address
  - e. Place of Birth
  - f. Billing information for the program office

## SECTION C - CONTRACT CLAUSES

### C.1 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:

**C.2 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)

<b><u>FAR Number</u></b>	<b><u>Title</u></b>	<b><u>Date</u></b>
52.203-16	PREVENTING PERSONAL CONFLICTS OF INTEREST	DEC 2011
52.203-17	CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS	APR 2014
52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER	MAY 2011
52.224-1	PRIVACY ACT NOTIFICATION	APR 1984
52.224-2	PRIVACY ACT	APR 1984
52.228-5	INSURANCE—WORK ON A GOVERNMENT INSTALLATION	JAN 1997
52.232-35	DESIGNATION OF OFFICE FOR GOVERNMENT RECEIPT OF ELECTRONIC FUNDS TRANSFER INFORMATION	JUL 2013
52.232-40	PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS	DEC 2013
52.237-2	PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION	APR 1984

**C.3 52.203-99 PROHIBITION ON CONTRACTING WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS (DEVIATION) (FEB 2015)**

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

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

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

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

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

(End of Clause)

**C.4 52.204-9 PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2011)**

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

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

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

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

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

(End of clause)

#### **C.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 April 1, 2017 through March 31, 2022.

(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 \$2,500.00, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

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

- (1) Any order for a single item in excess of \$1,000,000.00;
- (2) Any order for a combination of items in excess of \$1,000,000.00; or
- (3) A series of orders from the same ordering office within five (5) 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 five (5) 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 March 31, 2022.

(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 specified rates under this clause will be those rates in effect under the contract each time an option is exercised under this clause. 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 SUPPLEMENTAL INSURANCE REQUIREMENTS**

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

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

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

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

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

(End of Clause)

#### **C.11 52.232-19 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR (APR 1984)**

Funds are not presently available for performance under this contract beyond March 31, 2018. 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 March 31, 2018, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

(End of Clause)

**C.12 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.13 VAAR 852.203-71 DISPLAY OF DEPARTMENT OF VETERAN AFFAIRS HOTLINE POSTER (DEC 1992)**

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

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

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

(End of Clause)

**C.14 852.219-10 VA NOTICE OF TOTAL SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS SET-ASIDE (JUL 2016) (DEVIATION)**

(a) *Definition.* For the Department of Veterans Affairs, "Service-disabled veteran-owned small business concern or SDVSOB":

(1) Means a small business concern:

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans or eligible surviving spouses (see VAAR 802.201 Surviving Spouse definition);

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

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

(iv) The business has been verified for ownership and control pursuant to 38 CFR 74 and is so listed in the Vendor Information Pages database, (<https://www.vip.vetbiz.gov>); and

(v) The business will comply with subcontracting limitations in 13 CFR 125.6, as applicable

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

(b) *General.*

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

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

(c) *Agreement.* A service-disabled veteran-owned small business concern agrees that in the performance of the contract, the concern will comply with the limitation on subcontracting requirements in 13 CFR §125.6.

(d) A joint venture may be considered a service-disabled veteran owned small business concern if the joint venture complies with the requirements in 13 CFR 125.15, provided that any reference therein to SDVO SBC is to be construed to apply to a VA verified SDVOSB as appropriate.

(e) Any service-disabled veteran-owned small business concern (non-manufacturer) must meet the requirements in FAR 19.102(f) of the Federal Acquisition Regulation to receive a benefit under this program.

(End of clause)

#### **C.15 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.16 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 per Occurrence \$3,000,000.00

(End of Clause)

#### **C.17 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 Texas (TX). Further, it is agreed that any negligence of the Government, its officers, agents, servants and employees, shall not be the responsibility of the contractor hereunder with the regard to any claims, loss, damage, injury, and liability resulting there from.

(End of Clause)

(End of Addendum to 52.212-4)

#### **C.18 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 2015) (Pub. L. 109-282) (31 U.S.C. 6101 note).
- ☐ (5) [Reserved]
- ☐ (6) 52.204-14, Service Contract Reporting Requirements (JAN 2014) (Pub. L. 111-117, section 743 of Div. C).
- ☒ (7) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (JAN 2014) (Pub. L. 111-117, section 743 of Div. C).
- ☒ (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 (NOV 2016) (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 (FEB 2016) (E.O. 13126).
- ☒ (27) 52.222-21, Prohibition of Segregated Facilities (APR 2015).
- ☒ (28) 52.222-26, Equal Opportunity (APR 2015) (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).

- [X] (31) 52.222-37, Employment Reports on Veterans (FEB 2016) (38 U.S.C. 4212).
- [X] (32) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496).
- [X] (33)(i) 52.222-50, Combating Trafficking in Persons (MAR 2015) (22 U.S.C. chapter 78 and E.O. 13627).
- [ ] (ii) Alternate I (MAR 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).
- [X] (34) 52.222-54, Employment Eligibility Verification (OCT 2015). (E. O. 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)
- [ ] (35) 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, GSA, DoD and NASA will publish a document in the Federal Register advising the public of the termination of the injunction.
- [X] (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) 52.225-1, Buy American—Supplies (MAY 2014) (41 U.S.C. chapter 83).
- [ ] (48)(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.
- [ ] (49) 52.225-5, Trade Agreements (FEB 2016) (19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).
- [X] (50) 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).
- [ ] (51) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).
- [ ] (52) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).
- [ ] (53) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

☐ (54) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

☐ (55) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

☐ (56) 52.232-33, Payment by Electronic Funds Transfer—System for Award Management (Jul 2013) (31 U.S.C. 3332).

☒ (57) 52.232-34, Payment by Electronic Funds Transfer—Other than System for Award Management (Jul 2013) (31 U.S.C. 3332).

☐ (58) 52.232-36, Payment by Third Party (MAY 2014) (31 U.S.C. 3332).

☒ (59) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

☐ (60)(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).

☐ (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 (APR 2015) (E.O. 11246).

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

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

(viii) 52.222-37, Employment Reports on Veterans (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, GSA, DoD 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) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

(xx) 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.

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

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

(End of Clause)

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

D.1 Quality Assurance Surveillance Plan

D.2 Organizational Conflicts of Interest

D.3 Contractor Employees Legal Status

D.4 FSC Vendor File Request Form - VA Form 10091



## SECTION E - SOLICITATION PROVISIONS

### E.1 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 90 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](http://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](http://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)

#### 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:

##### A. GENERAL

This will be an indefinite delivery indefinite quantity (IDIQ) contract, and will be awarded using the Best Value Lowest Price Technically Acceptable method, under the authority of Federal Acquisition Regulation (FAR) Part 12 – Acquisition of Commercial Items, FAR Part 13 – Simplified Acquisition Procedures (SAP) and Department of Veterans Affairs Acquisition Regulation (VAAR) 873 Simplified Acquisition Procedures for Health-Care Resources.

The following instructions are provided to ensure the submission of information necessary to properly evaluate each Offeror's proposal. Submit complete proposals as detailed in this section and FAR 52.212-2, Evaluation—Commercial Items (OCT 2014). Include only information relevant to this solicitation. If the solicitation is amended, the Offeror is responsible to acknowledge receipt of the amendment prior to the hour and date specified in the amendment. Failure to acknowledge receipt of the amendment may result in rejection of your proposal. Instructions on how to acknowledge receipt of the amendment are contained in the amendment. Failure to properly provide all information required by this solicitation may result in an invalid proposal. 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. **Read entire solicitation and follow instructions accordingly because lack of required information and/or documents could result in a determination that the proposal is non-responsive.**

Only VA verified SDVOSBs in the Vendor Information Pages (VIP) database (<http://www.vip.vetbiz.gov>) at the time of submission of offer will be considered for award and non-VIP verified firms will be considered non-responsive and ineligible for award. The North American Industry Classification System (NAICS) Code 621111 applies to this acquisition. Offerors shall be registered as a Small Business for NAICS 621111 and shall be represented as such within its System for Award Management (SAM) registration. To be considered for award an SDVOSB Offeror shall be verified in VIP as an SDVOSB and shall be registered as a small business for NAICS 62111 in SAM.

## B. FORMAT

1. To assure the timely and equitable evaluation of proposals, the Offeror must follow the instructions contained herein. The proposal must be complete and respond directly to the requirements of the solicitation. The response shall consist of a total of one (1) proposal copy.

### a. Part I:

- i. SF 1449 and Amendments, if any
- ii. Contract Administration Data
- iii. Schedule of Services
- iv. Attachment A – Quality Assurance Surveillance Plan
- v. Attachment B – Organizational Conflicts of Interest
- vi. Attachment C – Contractor Employees Legal Status
- vii. Attachment D – FSC Vendor File Request Form – VA Form 10091
- viii. Provisions

### b. Part II:

- i. Technical Capability
- ii. Past Performance

2. Proposals shall be typed in Calibri, 11 Font. Pages shall not exceed 8-1/2 by 11 inches and all margins shall be .5 inch (narrow). Diagrams, charts and tables shall conform to the paper size. All text shall be single-spaced. PROPOSALS SHALL BE PDF FORMAT.

## C. PROVISION INFORMATION

1. Offerors shall complete and submit the following provisions.

- i. FAR 52.209-5 Representation by Corporations Regarding an Unpaid Tax Liability or a Felony Conviction Under any Federal Law (Deviation) (MAR 2012)
- ii. FAR 52.209-7 Information Regarding Responsibility Matters (JUL 2013)
- iii. FAR 52.212-3 Offeror Representations and Certifications – Commercial Items (OCT 2016), only paragraph (b) of that provision must be returned if the Offeror has completed the annual representations (reps) and certifications (certs) electronically at <http://www.sam.gov>. If the Offeror has not completed the annual online reps and certs, then the Offeror shall complete paragraphs (c) through (m) of this provision. The Offeror shall provide either the information in paragraph (b) or the information contained in paragraphs (c) through (m) with its proposal.

## D. SPECIFIC INSTRUCTIONS

1. PRICE PROPOSAL – In accordance with the SF 1449, insert proposed pricing for the firm-fixed priced CLINs 0001 through 4001. In addition, perform the following:

- a. Complete blocks 12, 17a, 30a, 30b and 30c of the SF1449. In doing so, the Offeror accedes to the contract terms and conditions as written in the SOLICITATION with attachments. The SOLICITATION constitutes the model contract.
- b. The Offeror shall submit proposed pricing for all CLINs identified in the Schedule of Services. The extended amount must equal the dollar unit price multiplied by the number of units.

- c. The Offeror shall complete the Schedule of Services with an all-inclusive unit price per hour (including all labor, incidental costs and insurance premium payments for applicable insurance coverage) for the base and all option periods. Cost not incorporated into the Contractor's price will not be reimbursed by the Government.

## 2. TECHNICAL PROPOSAL

The Offeror's technical proposal shall address all the factors below as detailed in FAR 52.212-2.

## 3. PAST PERFORMANCE

The Government will conduct a performance evaluation based upon the past performance of the offerors performing major or critical aspects of the requirement as it relates to the probability of successfully performing the solicitation requirements.

## E. SUBMISSION INSTRUCTIONS

All documents shall be submitted via email to [carlos.jaquez@va.gov](mailto:carlos.jaquez@va.gov) before the closing date and time of the solicitation. No other submission formats will be accepted.

## F. FORMAL COMMUNICATIONS

Formal communications such as requests for clarification and information concerning this solicitation shall be submitted in writing. All communications shall be conducted via email. Telephone, fax and oral questions will not be accepted. All questions regarding this solicitation must be submitted via email to Carlos Jaquez, Contract Specialist at [carlos.jaquez@va.gov](mailto:carlos.jaquez@va.gov) by 5:00 PM ET March 22, 2017. The Government reserves the right to refrain from answering questions not meeting this timeline. Questions and answers will be compiled and posted through an amendment through Federal Business Opportunities (FBO).

## G. ORGANIZATIONAL CONFLICT OF INTEREST

All Offerors that have information regarding an Organizational Conflict of Interest (OCI) are instructed to notify the Contracting Officer (CO) immediately when the information is discovered. Additionally, Offerors that believe they may have an Organizational Conflict of Interest (OCI) are directed to include a proposed mitigation plan with their proposal. This supplement will only be evaluated if the subject Offeror is chosen for award. Offerors are also advised that if the Contracting Officer does not find the mitigation plan to be sufficient, even after exchanges, the CO may elect to disqualify the Offeror in question.

**Note 1:** It is a violation of the Federal Acquisition Regulation for Contractors and Government employees to discuss the solicitation prior to award. All communications are required to take place between interested offerors and the Contract Specialist as listed in block 7a of the SF 1449.

**Note 2:** Offeror's are advised that any communication with employees of the Dallas VA Medical Center regarding this competitive solicitation may result in a determination by the Contracting Officer that the Offeror is no longer eligible to be considered for award.

**Note 3:** Award will be made on an "all or none" line item basis, and as such only one responsive and responsible SDVOSB vendor will be selected for this procurement.

(End of ADDENDUM)

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

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

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

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

(End of Provision)

<b><u>FAR Number</u></b>	<b><u>Title</u></b>	<b><u>Date</u></b>
52.204-16	COMMERCIAL AND GOVERNMENT ENTITY CODE REPORTING	JUL 2016
52.232-38	SUBMISSION OF ELECTRONIC FUNDS TRANSFER INFORMATION WITH OFFER	JUL 2013

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

(a) In accordance with section 743 of Division E, Title VII, of the Consolidated and Further Continuing Resolution Appropriations Act, 2015 (Pub. L. 113-235), Government agencies are not permitted to use funds appropriated (or otherwise made available) under that or any other Act for contracts with an entity that requires employees or subcontractors of such entity seeking to report fraud, waste, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or 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.4 52.209-5 REPRESENTATION BY CORPORATIONS REGARDING AN UNPAID TAX LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW (DEVIATION) (MAR 2012)**

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

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

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

(b) The Offeror represents that—

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

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

(End of Provision)

### **E.5 52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS (JUL 2013)**

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

"Administrative proceeding" means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative Proceedings, Civilian Board of Contract Appeals Proceedings, and Armed Services Board of Contract Appeals Proceedings). This includes



administrative proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include agency actions such as contract audits, site visits, corrective plans, or inspection of deliverables.

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

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

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

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

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

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

- (i) In a criminal proceeding, a conviction.
- (ii) In a civil proceeding, a finding of fault and liability that results in the payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more.
- (iii) In an administrative proceeding, a finding of fault and liability that results in—
  - (A) The payment of a monetary fine or penalty of \$5,000 or more; or
  - (B) The payment of a reimbursement, restitution, or damages in excess of \$100,000.
- (iv) In a criminal, civil, or administrative proceeding, a disposition of the matter by consent or compromise with an acknowledgment of fault by the Contractor if the proceeding could have led to any of the outcomes specified in paragraphs (c)(1)(i), (c)(1)(ii), or (c)(1)(iii) of this provision.

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

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

(End of Provision)

#### **E.6 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.7 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:

Valeria Gutierrez, Contracting Officer  
Carlos Jaquez, Contract Specialist

Hand-Carried and Mailing Address:  
Department of Veterans Affairs  
SAO West NCO 17  
Carlos Jaquez, Contract Specialist

11495 Turner Road - Room 116  
El Paso TX 79936-1372

(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.8 VAAR 852.209-70 ORGANIZATIONAL CONFLICTS OF INTEREST (JAN 2008)**

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

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

(c) Based on this information and any other information solicited or obtained by the contracting officer, the contracting officer may determine that an organizational conflict of interest exists which would warrant disqualifying the contractor for award of the contract unless the organizational conflict of interest can be mitigated to the contracting officer's satisfaction by negotiating terms and conditions of the contract to that effect. If the conflict of interest cannot be mitigated and if the contracting officer finds that it is in the best interest of the United States to award the contract, the contracting officer shall request a waiver in accordance with FAR 9.503 and 48 CFR 809.503.

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

(End of Provision)

#### **E.9 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.10 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)

**E.11 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)

**E.12 VAAR 852.271-70 NONDISCRIMINATION IN SERVICES PROVIDED TO BENEFICIARIES (JAN 2008)**

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

(End of Provision)

(End of Addendum to 52.212-1)

**E.13 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 offer:

1. Technical Capability
2. Past Performance
3. Price

**The Lowest Price Technically Acceptable method of selection shall be used by the Government for this procurement.**

(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)

**ADDENDUM 52.212-2 EVALUATION--COMMERCIAL ITEMS (OCT 2014)**

**Award Basis**

The Government will evaluate all quotes in accordance with the factors and criteria established in the Request for Quote (RFQ). The criteria provide the basis upon which each evaluation will be based, are established before receipt of the quotes, and are intended to ensure that the evaluation will be a structured process employing equitable measures. Quotes will be evaluated and a contract awarded under the Best Value Continuum approach, to the lowest price, technically acceptable offer that meets or exceeds the technical acceptability standards established in the factors below.

In order for an Offeror to be considered for award, the quote must receive an “Acceptable” rating in every non-price factor. Any quote receiving a rating of “Unacceptable” in any non-price factor will not be further evaluated.

The Government intends to evaluate quotes and make award without discussions. The Government reserves the right to conduct discussions if the Contracting Officer later determines discussions to be necessary.

Offerors are cautioned that “parroting” of the PWS with a statement of intent to perform does not reflect understanding of the requirement or capability to perform.

## EVALUATION FACTORS

### Technical

The purpose of the technical factor is to assess the offeror’s proposed approach, as detailed in its quote, to satisfy the Government’s minimum requirements. There are many aspects which may affect an offeror’s ability to meet the solicitation requirements to include technical approach, risk, management approach, personnel qualifications, facilities, small business participation and others. The evaluation of risk is related to the technical assessment.

Risk assesses the degree to which the offeror’s proposed technical approach for the requirements of the solicitation may cause disruption of schedule, increased costs, degradation of performance, the need for increased Government oversight, or the likelihood of unsuccessful contract performance. Risk will be assessed as one aspect of the technical factor rating.

### Past Performance

The Past Performance Evaluation results in an assessment of the offeror’s probability of meeting the solicitation requirements, based on past performance information as a prime contractor. This assessment is based on the Offeror’s record of relevant and recent past performance information that pertain to the products and/or services outlined in the solicitation requirements.

Recency refers to the state or quality of being current. The more recent the contract, the greater the likelihood that the offeror has the capacity to perform in a like manner. Information regarding contract performance that is recent and has a logical connection with the matter under consideration indicates relevancy.

### Price

The purpose of the price factor is to determine if the proposed price is fair and reasonable. In no event will the Government make an award against an offer that the Government does not find to be fair and reasonably priced.

## EVALUATION FACTORS:

The Government will award a fixed price Indefinite Delivery Indefinite Quantity (IDIQ) contract using the lowest price technically acceptable method to the responsible Offeror whose offer conforming to the solicitation.

### (A) FACTOR 1: Technical Capability –

- a. Submit Quality Control Plan; reference PWS 6.1.1. chart.
- b. Submit full and unrestricted licenses for all physicians; reference PWS 2.1.1.
- c. Submit proof of physicians being **Board Certified/Board Eligible in Emergency Medicine**; reference PWS 2.1.2.
- d. Submit proof of physician assistants being certified by the **National Commission on Certification of Physician Assistants**; reference PWS 2.1.2.1.
- e. Submit DEA Controlled Substance Registration certificate; reference PWS 2.1.10.

- f. Submit Curricula Vitae (CV) for each physician, CV shall demonstrate at a minimum of one (1) year of experience in emergency medicine as defined by 1,000 hours; reference PWS 2.1.3. and 2.1.3.1. CVs shall list three peer references (**name, title, address, telephone numbers & email address**), including the current or last supervisor/superior rater, that can validate professional personnel performance.
- g. Submit Basic Life Support (BLS) and Advanced Cardiac Life Support (ACLS) or equivalency; reference PWS 2.1.7.1.
- h. Submit certification that all physicians have been compared to OIG list; reference PWS 6.1.1. chart.  
<https://exclusions.oig.hhs.gov/>
- i. Submit Proof of Indemnification and Medical Liability Insurance; reference PWS 6.1.1. chart.
- j. Submit contingency plan for replacing key personnel to maintain services as required under the terms of the contract.

(B) FACTOR 2: Past Performance –

The Government will conduct a performance evaluation based upon the past performance of the offerors performing major or critical aspects of the requirement as it relates to the probability of successfully performing the solicitation requirements.

Describe present and/or past contracts of a similar nature listed in Chronological order of most recent project (within the past three years), including name, address, contact person, current telephone number and email address, a brief description of work performed, and total contract value. The Government may use past performance information obtained from other sources such as the Past Performance Information Retrieval System (PPIRS). Evaluation will consider the Offeror's reputation for conforming to specifications and standards of quality workmanship, adherence to contract schedules, depth, breadth, and relevancy of current work experience in providing similar services for similar customers as indicated by the Offeror and verifiable references. In the case of an Offeror without a record of relevant past performance or for whom information on past performance is not available, the Offeror may not be evaluated favorably or unfavorably on past performance.

(C) FACTOR 3: Price –

The Government anticipates that adequate price competition will establish a fair and reasonable price. However, if the Government does not receive adequate price competition, it will evaluate price quotes to ensure price reasonableness of the services being provided to the Government, considering the specific terms and conditions and relevant commercial practices.

RATING METHODS

**Technical Factor:** One of the following ratings will be assigned.

TECHNICAL RATINGS	
Rating	Definition
Acceptable	To receive this rating, the offeror shall present a quote that clearly and comprehensively addresses the technical acceptability factor. The offeror shall provide sufficient details for the Government to determine that the items offered satisfactorily meet the minimum requirements of the solicitation. The quote shall clearly demonstrate that the offeror fully understands and is capable of performing the requirement for the total proposed price indicated in its quote. <b>NOTE: Once the quotes have been determined to be “technically acceptable,” award will be based on cost only.</b>
Unacceptable	An unacceptable rating will be assessed on any offeror that presents a quote that demonstrates any of the following: (1) Fails to clearly and comprehensively address each of the factors. (2) Fails to provide sufficient detail for the Government to determine whether the quote satisfactorily meets the minimum requirements of this solicitation in addressing the factors. (3) Fails to clearly demonstrate that the offeror fully understands and is technically capable to perform the requirements at its total proposed price.

**Past Performance Factor:** One of the following ratings will be assigned:

The combination of relevancy and recency, and performance documented by the information collected by the Government, will result in one of the following ratings:

<b>PAST PERFORMANCE RATINGS</b>	
<b>Rating</b>	<b>Description</b>
Acceptable	Based on the offeror's performance record, the Government has a reasonable expectation that the offeror will successfully perform the required effort, or the offeror's performance record is unknown (See note below).
Unacceptable	Based on the offeror's performance record, the Government has no reasonable expectation that the offeror will successfully perform the required effort.

**Note:** In the case of an offeror without a record of relevant past performance or for whom information on past performance is not available or so sparse that no meaningful past performance rating can be reasonably assigned, the offeror will not be evaluated favorably or unfavorably on past performance. Therefore, the offeror shall be determined to have unknown past performance and in the context of acceptability/unacceptability, "unknown" shall be considered "acceptable."

**Price Factor:** Price quotes will not receive an adjectival rating.

#### **E.14 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) website 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 was initially published in the Federal Register on August 25, 2016, and significant revisions will be published for public comment in the Federal Register. The DOL Guidance and subsequent versions can be obtained from [www.dol.gov/fairpayandsafeworkplaces](http://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—

- (6) 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
- (7) 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](http://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.

“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.

“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.

“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, GSA, DoD 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 accessed 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 \_\_\_\_\_.

[Offeror to identify the applicable paragraphs at (c) through (t) of this provision that the offeror has completed for the purposes of this solicitation only, if any.]

These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted electronically on SAM.]

(c) Offerors must complete the following representations when the resulting contract 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 changes in ownership and control, principal office, or HUBZone employee percentage have occurred since it was certified in accordance with 13 CFR Part 126; and
- (ii) It ☐ is, ☐ is not a HUBZone joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for each HUBZone small business concern participating in the HUBZone joint venture. [The offeror shall enter the names of each of the HUBZone small business concerns participating in the HUBZone joint venture: \_\_\_\_\_.] Each HUBZone small business concern participating in the HUBZone joint venture shall submit a separate signed copy of the HUBZone representation.
- (d) Representations required to implement provisions of Executive Order 11246—
- (1) Previous contracts and compliance. The offeror represents that—
- (i) It ☐ has, ☐ has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; and
- (ii) It ☐ has, ☐ has not filed all required compliance reports.
- (2) Affirmative Action Compliance. The offeror represents that—
- (i) It ☐ has developed and has on file, ☐ has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 cfr parts 60-1 and 60-2), or
- (ii) It ☐ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.
- (e) Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$150,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.
- (f) Buy American Certificate. (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American—Supplies, is included in this solicitation.)
- (1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of “domestic end product.” The terms “commercially available off-the-shelf (COTS) item” “component,” “domestic end product,” “end product,” “foreign end product,” and “United States” are defined in the clause of this solicitation entitled “Buy American—Supplies.”
- (2) Foreign End Products:
- Line Item No.

Country of Origin

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[List as necessary]

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

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

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

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

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

Line Item No.

Country of Origin

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[List as necessary]

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

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[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.

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

[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 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

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

[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

\_\_\_\_\_

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[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. §6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

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

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

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

(i) Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126). [The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at .]

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(3) Taxpayer Identification Number (TIN).

☐ TIN: \_\_\_\_\_.

☐ TIN has been applied for.

☐ TIN is not required because:

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

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

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

(4) Type of organization.

☐ Sole proprietorship;

☐ Partnership;

☐ Corporate entity (not tax-exempt);

☐ Corporate entity (tax-exempt);

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

☐ Foreign government;

☐ International organization per 26 CFR 1.6049-4;

☐ Other \_\_\_\_\_.

(5) Common parent.

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

☐ Name and TIN of common parent:

Name \_\_\_\_\_.

TIN \_\_\_\_\_.

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

(n) Prohibition on Contracting with Inverted Domestic Corporations.

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

(2) Representation. The Offeror represents that—

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

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

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

(1) The offeror shall e-mail 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](http://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 (FAPIIS):

(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 (FAPIIS).

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, GSA, DoD and NASA will publish a document in the Federal Register advising the public of the termination of the injunction.

(End of provision)