

**Solicitation Number: VA257-17-Q-1244**

**Notice Type: Combined Synopsis/Solicitation**

(i) **SYNOPSIS:** This is a combined synopsis/solicitation for commercial items prepared in accordance with the format in Subpart 12.6, as supplemented with additional information included in this notice. This announcement constitutes the only solicitation; proposals are being requested and a written solicitation will not be issued. The Government anticipates awarding a firm-fixed price contract. Award will be made to the lowest priced technically acceptable offer.

(ii) The solicitation number is VA257-17-Q-1244 and is issued as a Request for Quote (RFQ). Quotes are due to be in receipt by this office **NLT 6:00 AM MT on August 31, 2017**. Quotes shall be submitted via e-mail to Hassan Wilson, Contract Specialist at [hassan.wilson@va.gov](mailto:hassan.wilson@va.gov). Offerors will be able to submit questions regarding this combined synopsis/solicitation until **6:00 AM, MT on August 29, 2017**.

(iii) The provisions and clauses incorporated into this solicitation document are those in effect through Federal Acquisition Circular (FAC 2005-94 & 2005-95 (Effective 01/20/17). Provisions and clauses incorporated by reference have the same force and effect as if they were published in full text. The full text of the federal Acquisition Regulations (FAR) and Veterans Affairs Acquisition Regulations Supplement (VAAR) can be accessed on the internet at <http://www.acquisition.gov/far/index.html> (FAR) and <http://www.va.gov/oal/library/vaar/index.asp> (VAAR).

(iv) This solicitation is issued as a **100% set-aside to VOSB**. The North American Industry Classification System (NAICS) code is 621111 – Offices of Physicians (Except Mental Health Specialists), and the small business size standard is \$11.0 Million. All responding vendors must be registered in SAM at <http://www.sam.gov/> under NAICS code 621111 in order to receive an award. Vendors must be registered within VIP (Vendor Information Pages, <http://www.vip.vetbiz.gov>) and SAM (System for Award Management, <https://www.sam.gov>) under NAICS code 621111 at the time of proposal and award.

**001AL-11-15-A LIMITATIONS ON SUBCONTRACTING – MONITORING AND COMPLIANCE (JUN 2011)**

This solicitation includes VAAR 852.219-11 VA Notice of Veteran-Owned Small Business Set-Aside (DEC 2009). Accordingly, any contract resulting from this solicitation will include this clause. The contractor is advised in performing contract administration functions, the CO may use the services of a support contractor(s) retained by VA to assist in assessing the contractor's compliance with the limitations on subcontracting or percentage of work performance requirements specified in the clause. To that end, the support contractor(s) may require access to contractor's offices where the contractor's business records or other proprietary data are retained and to review such business records regarding the contractor's compliance with this requirement. All support contractors conducting this review on behalf of VA will be required to sign an "Information Protection and Non-Disclosure and Disclosure of Conflicts of Interest Agreement" to ensure the contractor's business records or other proprietary data reviewed or obtained in the course of assisting the CO in assessing the contractor for compliance are protected to ensure information or data is not improperly disclosed or other impropriety occurs. Furthermore, if VA determines any services the support contractor(s) will perform in assessing compliance are advisory and assistance services as defined in FAR 2.101, Definitions, the support contractor(s) must also enter into an agreement with the contractor to protect proprietary information as required by FAR 9.505-4, obtaining access to

proprietary information, paragraph (b). The contractor is required to cooperate fully and make available any records as may be required to enable the CO to assess the contractor's compliance with the limitations on subcontracting or percentage of work performance requirement.

(v) A list of contract line item number(s) and items, quantities and units of measure.

The awarded contract will be a fixed (unit) price, indefinite delivery indefinite quantity (IDIQ) contract. The VA attempts to be as accurate as possible when providing estimated quantities; however, actual quantities may vary from quantities listed in the Price/Cost Schedule. The estimated number of hours shown in this Price/Cost Schedule reflects the total number of hours the Government expects to be contracted during the period of performance. The Government will only pay for the actual number of hours performed. The contract will have a guaranteed minimum of **40 hours** for the life of the contract. Whenever an order is requested, the Contracting Officer will execute a bilateral task order.

Price/Cost Schedule. Note: Pricing for Option 2 shall remain the same if the CO exercises an extension using FAR 52.217-8

ITEM NUMBER	DESCRIPTION OF SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
CLIN 0001	Orthopedic Surgeon  Base Period  9/27/2017 – 3/26/2018	1038	HR	_____	_____
CLIN 0002	Orthopedic Surgeon/ On-Call, Base Period  9/27/2017 – 3/26/2018	1254	HR	_____	_____
CLIN 1001	Orthopedic Surgeon, Option# 1  3/27/2018 – 9/26/2018	1038	HR	_____	_____
CLIN 1002	Orthopedic Surgeon/ On-Call, Option# 1	1254	HR	_____	_____

3/27/2018 – 9/26/2018				
<b>CLIN</b> <b>2001</b>	Orthopedic Surgeon, Option# 2  9/27/2018 – 3/26/2019	1038	HR	_____
<b>CLIN</b> <b>2002</b>	Orthopedic Surgeon/ On- Call, Option# 2  9/27/2018 – 3/26/2019	1254	HR	_____
				<b>GRAND TOTAL</b> _____

**(vi) Description of requirements for the services to be acquired:** Contractor shall provide One (1) Orthopedics Surgeon (Locum Tenens) for direct patient care in support of the VA North Texas Healthcare System, 4500 South Lancaster Road, Dallas, Texas 75216. The contractor base period is for Six (6) months with Two (2) Six (6) month option period if the requirement continues to exist.

**(See attachment ( I ) for Performance Work Statement)**

**(vii) Period of Performance:**

- Base Period: **9.27.17** through **3.26.18**
- Option Period # 1: **3.27.18** through **9.26.18**
- Option Period# 2: **9.27.18** through **3.26.19**

**Place of Performance**

Department of Veterans Affairs  
North Texas Healthcare System  
4500 South Lancaster Road  
Dallas, Texas 75216

**(viii) Provision at 52.212-1, Instructions to Offerors—Commercial Items applies to this acquisition:**  
52.212-1 Instructions to Offerors – Commercial items (APR 2014)

**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:

\*\*\*All questions shall be in writing & emailed to [hassan.wilson@va.gov](mailto:hassan.wilson@va.gov). All questions shall be received NLT **August 29, 2017 at 6:00 AM MT**. The Government reserves the right to refrain from answering questions not meeting this timeline, if doing so, would result in an amendment requiring an extension of the solicitation and to extend would not be in the best interest of the government. Files #1, File #2 and File #3 must be submitted via email to the following address: [Hassan.wilson@va.gov](mailto:Hassan.wilson@va.gov)

## SUBMITTAL INSTRUCTIONS:

### **1. File #1: Schedule.doc**

- a. Cover letter titled "Schedule **RFQ VA258-17-Q-1244**
- b. Signed SF 1449 (complete blocks 12, 17, 30a, 30b and 30c) **(N/A – Combined Synopsis)**
- c. Complete Contract Administration Data on **Page 3**.
- d. Complete Price/Cost Schedule **(Included within Combined Synopsis)**
- e. If any Amendment(s) result (s) from this solicitation, contractor must ensure that each amendment(s) is/are signed by an authorized signer of contractor's company.

### **2. File #2: Technical Response.doc**

- a. Cover letter titled "Technical Proposal, **RFQ: VA258-17-Q-1244**
- b. The Technical Response document should follow the sequential order identified in "FAR 52.212-2 EVALUATION – COMMERCIAL ITEMS (OCT 2014)"
- c. Each item in the Technical Proposal document must be clearly identified by its corresponding number and description.
- d. NO PRICE INFORMATION SHALL BE INCLUDED IN THE TECHNICAL PROPOSAL (File #2).
- e. Complete/ Submit - Attachment C – Organizational Conflict of Interest Statement
- f. Complete/ Submit - Attachment D – Contractor Employee Legal Status
- g. Complete Submit - Attachment E – FSC Vendor File Request Form – VA Form 10091
- h. Complete/ Submit - Attachment F – Statement of Commitment

### **3. File #3: Past Performance Response.doc**

- a. Cover letter titled "Past Performance Proposal **RFQ VA257-17-Q-1244**
- b. Past Performance will be reviewed to assure that the offeror has relevant and successful experience. The Past Performance Response document should include **a minimum of two (2)** references for relevant contracts of similar scope within the last 3 years.
- c. Each past performance reference shall list the Contract No., Contract Date, Name of Organization that awarded contract, and, the Name, Email Address and Telephone Number of Contracting Officer and/or Contract Specialist.
- d. The Government shall also review Past Performance data in the Past Performance Retrieval System (PPIRS).

All documents must be submitted through GSA eBuy before the closing date and time of the solicitation. No other submission formats will be accepted. **Do not include Social Security Numbers** on any documentation presented in the RFQ unless contacted and requested telephonically by the Contract Specialist.

\*Contractor shall provide one copy of the Technical\_Response.doc for each Locum Tenens to be considered for award.

**Note 1:** It is a violation of the Federal Acquisition Regulation for vendors 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:** Offerors are advised that any communication with employees of the affected VA Medical Health Care System regarding this competitive solicitation may result in a determination by the Contracting Officer that they are no longer eligible to be considered for award.

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

<b><u>FAR NUMBER</u></b>	<b><u>TITLE</u></b>	<b><u>DATE</u></b>
52.232-38	Submission of Electronic Funds Transfer Information with Offer	(JUL 2013)
	(End of Provision)	

**E.2 52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS (JUL 2013).....**

**E.3 52.216-1 TYPE OF CONTRACT (APR 1984) .....**

The Government contemplates award of a Firm-Fixed-Price, Indefinite Delivery Indefinite Quantity (IDIQ) award from this solicitation.

(End of Provision)

**E.4 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 (Branch Chief)**

**Hassan Wilson, Contract Specialist**

**Hand-Carried Address:**

Department of Veterans Affairs  
  
SAO West NCO 17  
Hassan Wilson, Contract Specialist  
11495 Turner Road  
El Paso TX 79936-1372

**Mailing Address:** Same as Hand-Carried Address

(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)

<u>E.5 VAAR 852.209-70 ORGANIZATIONAL CONFLICTS OF INTEREST (JAN 2008)</u> .....	
<u>E.6 VAAR 852.233-70 PROTEST CONTENT/ALTERNATIVE DISPUTE RESOLUTION (JAN 2008)</u> .....	
<u>E.7 VAAR 852.233-71 ALTERNATE PROTEST PROCEDURE (JAN 1998)</u> .....	
 E.8 VAAR 852.252-70 SOLICITATION PROVISIONS OR CLAUSES INCORPORATED BY REFERENCE (JAN 2008).....	
 E.9 VAAR 852.270-1 REPRESENTATIVES OF CONTRACTING OFFICERS (JAN 2008).....	
 <u>E.10 VAAR 852.271-70 NONDISCRIMINATION IN SERVICES PROVIDED TO BENEFICIARIES (JAN 2008)</u> .....	
<u>E.11 VAAR 852.273-74 AWARD WITHOUT EXCHANGES (JAN 2003)</u> .....	

(End of Addendum to 52.212-1)

**(ix) 52.212-2 – Evaluation – Commercial Items (OCT 2014) applies to this solicitation.**

(a) All proposals shall be subject to evaluation by a team of Government personnel. The Government intends to award without discussions upon the initial evaluation of proposals.

All Offerors are advised that, in the interest of efficiency, the Government reserves the right to conduct the evaluation in the most effective manner. Specifically, the Government may first evaluate the total proposed price of all Offerors. Thereafter, the Government will evaluate the proposal of the lowest priced Offeror only. If the lowest priced Offeror's proposal is determined to be acceptable, the Government may make award to that Offeror without further evaluation of the remaining Offerors' proposals. If the lowest priced Offeror's proposal is determined to be unacceptable, then the Government may evaluate the next lowest priced proposal, and so forth and so on, until the Government reaches the lowest priced proposal that is determined to be Acceptable. However, the Government reserves the right to evaluate all Offerors' proposals should it desire to conduct discussions, or otherwise determine it to be in the Government's best interest. The Government reserves the right to cancel the solicitation at any time.

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

**Factor # 1:** Technical Responsibility. Candidate must meet all technical specifications identified within this solicitation. Particular attention must be given to the Performance Work Statement, Section 2 – Qualifications. This will be rated on a "Pass or Fail" basis.

**Copies of the following shall be submitted with the proposal:**

- 1) DEA Controlled Substance Registration Certificate
- 2) 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. **No restrictions allowed.**

- 3) Prior work experience with Electronic Medical Records. (If applicable)
- 4) Provide all malpractice related history (If applicable)
- 5) Board Certification - Contractor's physician (s) shall be Board Certified /Board Eligible (Orthopedic) by the American Board of Internal Medicine (ABIM) in Internal Medicine and Orthopedic Physician services.
- 6) Basic Life Support (BLS) Advanced Cardiac Life Support (ACLS) or equivalency.
- 7) Excellent interpersonal, writing, typing and verbal skills.
- 8) Complete training history.
- 9) CVs shall provide evidence of qualifications that meet or exceed the Performance Work Statement. 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.
- 10) Updated Vet-Pro registration. (yes or no)
- 11) Current background investigation: National Agency Check & Inquiry (NACI).(if applicable & date)
- 12) Brief contingency plan detailing how firm (vendor) will ensure that a replacement physician is provided to cover absences of physicians so as to not interrupt patient care, and provide timely patient access.
13. Submit the company's quality control approach to ensure quality of care is achieved.
- 14) Signed/ Dated Attachments: B – Organizational Conflict Statement, C – Contractor Employees Legal Status , D – FSC Vendor File Request Form , E – Statement of Commitment and Understanding

**Factor # 2:** Past Performance: Past Performance will be reviewed to assure that the offeror has relevant and successful experience. The Past Performance Response document should include **a minimum of two (2)** references for relevant contracts of similar scope within the last 3 years. If past performance for three years is not present, vendor will receive a "Neutral" score within this area, which will not be a discriminator during the evaluation process. Performance will be rated as a "Pass, Fail or Neutral" score.

**Factor # 3:** Price: This solicitation will be evaluated as a "Lowest Price Technically Acceptable" (LPTA) procurement. Therefore, price shall serve as the highest weighted factor during the evaluation process.

Award will be made using the Lowest Price Technically Acceptable source selection process, on the basis of the lowest evaluated price of proposals meeting or exceeding the acceptability standards for the non-cost factors. Past performance shall be evaluated in accordance with FAR 15.305. However, the comparative assessment in FAR 15.305 (a) (2) (i) does not apply. Proposals will be evaluated for acceptability but not ranked using the non-cost/price factors.

(a) *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).

(b) 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)

(x) 52.212-3, Offeror Representations and Certifications—Commercial Items is included in this solicitation, and the offeror must include a completed copy of this provision with its proposal or be currently registered within <http://www.sam.gov>. A copy of the provision may be attained from <http://www.acquisition.gov/far/index.html> (FAR); if not provided, the offer may not be considered for award.

(xi) C.1 52.212-4, Contract Terms and Conditions—Commercial Items (DEC 201), apply to this acquisition with the following addenda:

Addendum to FAR 52.212-4 ----

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

<u>FAR Number</u>	<u>Title</u>	<u>Date</u>
52.203-17	CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS	APR 2014
52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER	MAY 2011
52.204-9	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL	JAN 2011
52.224-1	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



C.3 CL-120 SUPPLEMENTAL INSURANCE REQUIREMENTS.....

C.4 52.216-18 ORDERING (OCT 1995).....

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from **September 27, 2017** through **March 26, 2018**.

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

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

(End of Clause)

C.5 52.216-19 ORDER LIMITATIONS (OCT 1995).....

(a) *Minimum order.* When the Government requires supplies or services covered by this contract in an amount of less than **40 hours**, 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 any amount of hours that are not specified on associated contracts (task orders) or modifications agreed upon between the Contractor and Contracting Officer.

(1) Any order for a single item in excess of **2,292 hours** ;

(2) Any order for a combination of items in excess of **2,584 hours**;

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

(End of Clause)

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

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

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

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

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after **March 26, 2018**.

C.7 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999) .....

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

(End of Clause)

C.8 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 **18 months**.

(End of Clause)

C.9 52.232-19 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR (APR 1984) .....

Funds are not presently available for performance under this contract beyond September 30, 2017. 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 **September 30, 2017**, 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.10 VAAR 852.203-70 COMMERCIAL ADVERTISING (JAN 2008).....	
C.11 VAAR 852.203-71 DISPLAY OF DEPARTMENT OF VETERAN AFFAIRS HOTLINE POSTER (DEC 1992) .....	
C.12 VAAR 852.219-11 VA NOTICE OF TOTAL VETERAN-OWNED SMALL BUSINESS SET-ASIDE (JUL 2016)(DEVIATION).....	
C.13 VAAR 852.232-72 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS (NOV 2012) .....	
C.14 VAAR 852.237-7 INDEMNIFICATION AND MEDICAL LIABILITY INSURANCE (JAN 2008).....	

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

(End of Clause)

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

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

(xii) 52.212-5, Contract Terms and Conditions Required to Implement Statutes or Executive Orders—Commercial Items applies to this acquisition. In addition, the following clauses identified at paragraph (b) of FAR 52.215-5 are considered checked and are applicable to this acquisition:

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

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

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

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

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

[X] (16) 52.219-8, Utilization of Small Business Concerns (NOV 2016) (15 U.S.C. 637(d)(2) and (3)).

[X] (22) 52.219-28, Post Award Small Business Program Representation (Jul 2013) (15 U.S.C 632(a)(2)).

- [X] (25) 52.222-3, Convict Labor (June 2003) (E.O. 11755).
- [X] (27) 52.222-21, Prohibition of Segregated Facilities (APR 2015).
- [X] (28) 52.222–26, Equal Opportunity (SEP 2016) (E.O. 11246).
- [X] (29) 52.222-35, Equal Opportunity for Veterans (OCT 2015) (38 U.S.C. 4212).
- [X] (30) 52.222-36, Equal Opportunity for Workers with Disabilities (JUL 2014) (29 U.S.C. 793).
- [X] (31) 52.222-37, Employment Reports on Veterans (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).
- [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.)
- [X] (36) 52.222-60, Paycheck Transparency (Executive Order 13673) (OCT 2016).
- [X] (44) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011)
- [X] (47) (i) 52.224-3, Privacy Training (JAN 2017) (5 U.S.C. 552a).
- [X] (51) 52.225-13, Restrictions on Certain Foreign Purchases (JUN 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
- [X] (58) 52.232-34, Payment by Electronic Funds Transfer—Other than System for Award Management (Jul 2013) (31 U.S.C. 3332).

(End of clause)

**(xiii)** Additional contract requirement(s) or terms and conditions determined by the contracting officer to be necessary for this acquisition and consistent with customary commercial practices: N/A

**(xiv)** Defense Priorities and Allocations System (DPAS) Rating: N/A.

**(xv)** Quotes/Offer are due in writing **6:00AM AM MT on August 30, 2017**. Only electronic offers will be accepted.

Submit quotations via email to:  
Hassan Wilson, SAO West NCO 17,  
Contract Specialist  
Email: hassan.wilson@va.gov  
Telephone: 915-217-1241

All offers must include the solicitation number. Quotes/Offer received after the afore-mentioned date and time may not be considered for award.

**(xvi)** Contact Information/ Please address all questions (via email) to the following Contract Specialist:

Attn: Hassan Wilson/ Email: [hassan.wilson@va.gov](mailto:hassan.wilson@va.gov)

Department of Veterans Affairs

SAO West NCO 17

11495 Turner Road

El Paso, TX 79936-1372

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