

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30				1. REQUISITION NO. 703-18-3-1171-0031	PAGE 1 OF 60	
2. CONTRACT NO.	3. AWARD/EFFECTIVE DATE	4. ORDER NO.	5. SOLICITATION NUMBER 36C24118Q0304	6. SOLICITATION ISSUE DATE 04-20-2018		
7. FOR SOLICITATION INFORMATION CALL:	a. NAME Mark A. Gelsinger		b. TELEPHONE NO. (No Collect Calls) 207-623-8411 x2222	8. OFFER DUE DATE/LOCAL TIME 04-27-2018 10:00 A.M. EDT		
9. ISSUED BY Department of Veterans Affairs VAMC Togus 1 VA Center Augusta ME 04330		CODE	10. THIS ACQUISITION IS <input checked="" type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE: _____ % FOR: <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM NAICS: 624190 <input type="checkbox"/> EDWOSB <input type="checkbox"/> 8(A) 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	
15. DELIVER TO Department of Veterans Affairs VAMC Togus 1 VA Center Augusta ME 04330		CODE	16. ADMINISTERED BY Department of Veterans Affairs Network Contracting Office 1 (Code 90C) 1 VA Center Augusta ME 04330			
17a. CONTRACTOR/OFFEROR	CODE	FACILITY CODE	18a. PAYMENT WILL BE MADE BY Department of Veterans Affairs Financial Services Center P.O. Box 149971 Austin TX 78714-9971 PHONE: FAX:			
TELEPHONE NO. DUNS: DUNS+4:		18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM				
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER						
19. ITEM NO.	20. See CONTINUATION Page SCHEDULE OF SUPPLIES/SERVICES		21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	Contractor shall provide Readjustment Counseling Services to the Togus VA Medical Center near the Farmington, ME area in accordance with the Statement of Work. Period of Performance: Base Year: 01 June 2018 - 31 May 2019 Option 1: 01 June 2019 - 31 May 2020 Option 2: 01 June 2020 - 31 May 2021 Option 3: 01 June 2021 - 31 May 2022 Option 4: 01 June 2022 - 31 May 2023 (Use Reverse and/or Attach Additional Sheets as Necessary)					
25. ACCOUNTING AND APPROPRIATION DATA See CONTINUATION Page 703-3680160-1171-824700-2581 SPV0C17A1			26. TOTAL AWARD AMOUNT (For Govt. Use Only)			
<input checked="" type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA			<input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.			
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA			<input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED			
<input checked="" type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>1</u> COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED			<input type="checkbox"/> 29. AWARD OF CONTRACT: REF. _____ OFFER DATED _____ YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN IS ACCEPTED AS TO ITEMS:			
30a. SIGNATURE OF OFFEROR/CONTRACTOR			31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)			
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30c. DATE SIGNED	31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT)		31c. DATE SIGNED	

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SECTION B - CONTINUATION OF SF 1449 BLOCKS

B.1 CONTRACT ADMINISTRATION DATA

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

- a. CONTRACTOR: To Be Determined
- b. GOVERNMENT: Contracting Officer 36C241
Department of Veterans Affairs
VAMC Togus
1 VA Center
Augusta ME 04330

2. 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
- 52.232-36, Payment by Third Party

3. INVOICES: Invoices shall be submitted in arrears:

- a. Quarterly
- b. Semi-Annually
- c. Other Monthly

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

Department of Veterans Affairs
Financial Services Center
P.O. Box 149971
Austin TX 78714-9971

B.2 PRICE/COST SCHEDULE**ITEM INFORMATION**

ITEM NUMBE R	DESCRIPTION OF SUPPLIES/SERVICE S	QUANTIT Y	UNI T	UNIT PRICE	AMOUNT
0001	Individual/Couples/Family Counseling - Readjustment Counseling Services in accordance with Title 38 U.S.C. 1712A, to provide outreach and counseling to assist WWII, Korea, Vietnam Era (if seen prior to 01/01/04) and Post Vietnam War Zone Veterans (and now Veterans of the Persian Gulf War and the conflicts in Lebanon, Grenada, Panama, Somalia and the War against Terrorism (OEF and OIF) referred by the Togus VA Medical Center in Augusta, Maine or its Veterans Outreach Centers located in Maine in accordance with all terms, conditions and specifications. Togus VA Medical Center is soliciting for these services on behalf of the Lewiston Veterans Center, 35 Westminster Street, Lewiston, ME 04240. Contract Period: Base POP Begin: 06-01-2018 POP End: 05-31-2019	295.00	HR	_____	_____
0002	Group Counseling Session - Readjustment Counseling Services in accordance with Title 38 U.S.C. 1712A, to provide outreach and counseling to assist	110.00	HR	_____	_____

WWII, Korea, Vietnam Era (if seen prior to 01/01/04) and Post Vietnam War Zone Veterans (and now Veterans of the Persian Gulf War and the conflicts in Lebanon, Grenada, Panama, Somalia and the War against Terrorism (OEF and OIF) referred by the Togus VA Medical Center in Augusta, Maine or its Veterans Outreach Centers located in Maine in accordance with all terms, conditions and specifications. Togus VA Medical Center is soliciting for these services on behalf of the Lewiston Veterans Center, 35 Westminster Street, Lewiston, ME 04240.
 Contract Period: Base
 POP Begin: 06-01-2018
 POP End: 05-31-2019

1001	Individual/Couples/Family Counseling - Readjustment Counseling Services in accordance with Title 38 U.S.C. 1712A, to provide outreach and counseling to assist WWII, Korea, Vietnam Era (if seen prior to 01/01/04) and Post Vietnam War Zone Veterans (and now Veterans of the Persian Gulf War and the conflicts in Lebanon, Grenada, Panama, Somalia and the War against Terrorism (OEF and OIF) referred by the Togus VA Medical Center in Augusta,	295.00	HR	_____	_____
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Maine or its Veterans Outreach Centers located in Maine in accordance with all terms, conditions and specifications. Togus VA Medical Center is soliciting for these services on behalf of the Lewiston Veterans Center, 35 Westminster Street, Lewiston, ME 04240.
 Contract Period: Option 1
 POP Begin: 06-01-2019
 POP End: 05-31-2020

1002	<p>Group Counseling Session - Readjustment Counseling Services in accordance with Title 38 U.S.C. 1712A, to provide outreach and counseling to assist WWII, Korea, Vietnam Era (if seen prior to 01/01/04) and Post Vietnam War Zone Veterans (and now Veterans of the Persian Gulf War and the conflicts in Lebanon, Grenada, Panama, Somalia and the War against Terrorism (OEF and OIF) referred by the Togus VA Medical Center in Augusta, Maine or its Veterans Outreach Centers located in Maine in accordance with all terms, conditions and specifications. Togus VA Medical Center is soliciting for these services on behalf of the Lewiston Veterans Center, 35 Westminster Street, Lewiston, ME 04240. Contract Period: Option</p>	110.00 HR	_____	_____
			—	—

	1 POP Begin: 06-01-2019 POP End: 05-31-2020				
2001	Individual/Couples/Family Counseling - Readjustment Counseling Services in accordance with Title 38 U.S.C. 1712A, to provide outreach and counseling to assist WWII, Korea, Vietnam Era (if seen prior to 01/01/04) and Post Vietnam War Zone Veterans (and now Veterans of the Persian Gulf War and the conflicts in Lebanon, Grenada, Panama, Somalia and the War against Terrorism (OEF and OIF) referred by the Togus VA Medical Center in Augusta, Maine or its Veterans Outreach Centers located in Maine in accordance with all terms, conditions and specifications. Togus VA Medical Center is soliciting for these services on behalf of the Lewiston Veterans Center, 35 Westminster Street, Lewiston, ME 04240. Contract Period: Option 2 POP Begin: 06-01-2020 POP End: 05-31-2021	295.00	HR	_____	_____
2002	Group Counseling Session - Readjustment Counseling Services in accordance with Title 38 U.S.C. 1712A, to provide outreach and counseling to assist WWII, Korea, Vietnam Era (if seen prior to	110.00	HR	_____	_____

01/01/04) and Post Vietnam War Zone Veterans (and now Veterans of the Persian Gulf War and the conflicts in Lebanon, Grenada, Panama, Somalia and the War against Terrorism (OEF and OIF) referred by the Togus VA Medical Center in Augusta, Maine or its Veterans Outreach Centers located in Maine in accordance with all terms, conditions and specifications. Togus VA Medical Center is soliciting for these services on behalf of the Lewiston Veterans Center, 35 Westminster Street, Lewiston, ME 04240.
 Contract Period: Option 2
 POP Begin: 06-01-2020
 POP End: 05-31-2021

3001	Individual/Couples/Family Counseling - Readjustment Counseling Services in accordance with Title 38 U.S.C. 1712A, to provide outreach and counseling to assist WWII, Korea, Vietnam Era (if seen prior to 01/01/04) and Post Vietnam War Zone Veterans (and now Veterans of the Persian Gulf War and the conflicts in Lebanon, Grenada, Panama, Somalia and the War against Terrorism (OEF and OIF) referred by the Togus VA Medical Center in Augusta, Maine or its Veterans	295.00	HR	_____	_____
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Outreach Centers located in Maine in accordance with all terms, conditions and specifications. Togus VA Medical Center is soliciting for these services on behalf of the Lewiston Veterans Center, 35 Westminster Street, Lewiston, ME 04240.
 Contract Period: Option 3
 POP Begin: 06-01-2021
 POP End: 05-31-2022

3002	<p>Group Counseling Session - Readjustment Counseling Services in accordance with Title 38 U.S.C. 1712A, to provide outreach and counseling to assist WWII, Korea, Vietnam Era (if seen prior to 01/01/04) and Post Vietnam War Zone Veterans (and now Veterans of the Persian Gulf War and the conflicts in Lebanon, Grenada, Panama, Somalia and the War against Terrorism (OEF and OIF) referred by the Togus VA Medical Center in Augusta, Maine or its Veterans Outreach Centers located in Maine in accordance with all terms, conditions and specifications. Togus VA Medical Center is soliciting for these services on behalf of the Lewiston Veterans Center, 35 Westminster Street, Lewiston, ME 04240. Contract Period: Option 3</p>	110.00 HR	_____	_____
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	POP Begin: 06-01-2021 POP End: 05-31-2022				
4001	Individual/Couples/Family Counseling - Readjustment Counseling Services in accordance with Title 38 U.S.C. 1712A, to provide outreach and counseling to assist WWII, Korea, Vietnam Era (if seen prior to 01/01/04) and Post Vietnam War Zone Veterans (and now Veterans of the Persian Gulf War and the conflicts in Lebanon, Grenada, Panama, Somalia and the War against Terrorism (OEF and OIF) referred by the Togus VA Medical Center in Augusta, Maine or its Veterans Outreach Centers located in Maine in accordance with all terms, conditions and specifications. Togus VA Medical Center is soliciting for these services on behalf of the Lewiston Veterans Center, 35 Westminster Street, Lewiston, ME 04240. Contract Period: Option 3 POP Begin: 06-01-2022 POP End: 05-31-2023	295.00	HR	_____	_____
4002	Group Counseling Session - Readjustment Counseling Services in accordance with Title 38 U.S.C. 1712A, to provide outreach and counseling to assist WWII, Korea, Vietnam Era (if seen prior to 01/01/04) and Post	110.00	HR	_____	_____

Vietnam War Zone Veterans (and now Veterans of the Persian Gulf War and the conflicts in Lebanon, Grenada, Panama, Somalia and the War against Terrorism (OEF and OIF) referred by the Togus VA Medical Center in Augusta, Maine or its Veterans Outreach Centers located in Maine in accordance with all terms, conditions and specifications. Togus VA Medical Center is soliciting for these services on behalf of the Lewiston Veterans Center, 35 Westminster Street, Lewiston, ME 04240.
 Contract Period: Option 3
 POP Begin: 06-01-2022
 POP End: 05-31-2023

GRAND TOTAL _____

B.3 STATEMENT OF WORK

C-1 INTRODUCTION AND LEGISLATIVE BACKGROUND

A. On the basis of extensive congressional testimony and Department of Veterans Affairs (VA) consultation with experts on war-related readjustment difficulties, the character of “readjustment counseling” was established during a 10-year legislative history between 1969 and 1979. In 1979, the Congress passed, and the President signed, Public Law 96-22, which added to 38 U.S.C., Section 1712A, providing readjustment counseling to any eligible Vietnam Era veteran. As implemented by the VA in 1979, readjustment counseling is provided through a nation-wide system of community-based Vet Centers. In 1982, the VA initiated a new organizational element, RCS (Readjustment Counseling Service), to administer the Vet Centers and the provision of readjustment counseling.

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

C. A counseling session or initial assessment shall last a minimum of 60 minutes and shall be deemed a single visit. (Longer visits shall be deemed a single visit, regardless of length.)

D. Group sessions will be reimbursed at the rate of 37.5% of the basic per-session reimbursement rate, per veteran. All group sessions shall last a minimum of 90 minutes per session. See Section C and attachments for additional information.

E. Many Veterans have full-time employment and are unable to attend Readjustment Counseling sessions during the workday. Contractors quoting on this solicitation must offer flexible hours to meet the Veterans needs in the Farmington, ME area.

F. Policy and Authority

In April 1991, Congress amended 38 U.S.C. 1712A to authorize VA to furnish readjustment counseling to veterans of the Persian Gulf War and the conflicts in Lebanon, Grenada and Panama. The Law further authorized VA to furnish, by contract with approved private sector providers, readjustment counseling to eligible veterans where VA cannot provide such services. Contract program operations are the responsibility of a coordinated effort by Vet Center staff and VA Medical Center officials.

In October 1997, Congress amended 38 U.S.C. 1712A to expand eligibility for readjustment counseling at Vet Centers to any veteran who served in the active military, in a theater of combat operations during a period of war, or in any other area during a period in which hostilities occurred in such area. The law specified that the term "hostilities" means any armed conflict in which the members of the Armed Forces are subjected to danger comparable to a period of war, as determined by the Secretary in consultation with the Secretary of Defense. Under the amended law, veterans who served during the Vietnam Era, but not in a theater of combat operations, will continue to be eligible for readjustment counseling if they seek or are furnished such counseling before January 1, 2000.

C-2 ELIGIBILITY FOR COUNSELING SERVICES

A. Eligibility

1. Public Laws 104-262, 104-275 that extends definition of era for war zone veterans; and the Veterans Health Care Eligibility Reform Act of 1997, require VA to provide readjustment counseling services for:

1.1. War Zone Veterans – all eras, including:

1.1.1 World War II Three eligible categories:

a. The European-African-Middle Eastern during the period December 7, 1941 through November 8, 1945.

b. The Asian-Pacific Campaign during the period December 7, 1941 through March 2, 1946.

c. The American Campaign Medal –during the period of December 7, 1941 through March 2, 1946.

1.1.2 Korean War –during the period June 27, 1950 through July 27, 1954.

(eligible for the Korean Service Medal)

1.1.3 Vietnam War (February 28, 1961 through May 7, 1975).

- 1.1.4 Vietnam Era Veterans not in the War Zone (August 5, 1964 through May 7, 1975).(eligible until January 1, 2004, however, veterans who were Vet Center clients prior to January 1, 2004, remain eligible)
- 1.1.5 American Merchant Marines – In oceangoing service during the period of armed conflict, December 7, 1941 to August 15 1945
- 1.1.6 Panama – December 20 1989 to January 31, 1990
- 1.1.7 Persian Gulf – August 2, 1990 to –
- 1.1.8 Somalia – September 17, 1992 to –
- 1.1.9 Operation Joint Endeavor, Operation Joint Guard & Operation Joint Forge – Vet Center. Eligibility has been extended to Veterans who participated in one or more of the three successive operations in the former Yugoslavia (Bosnia-Herzegovina & Croatia)aboard U. S. Naval vessels operating Adriatic Sea, or air spaces above those areas)
- 1.1.10 Global War on Terror Veterans who serve or have served expeditions to combat terrorism September 11, 2001 and before date yet to be established.
- 1.1.11 Bereavement Counsel Bereavement counseling is assistance to people with emotional and psychological stress after the death of a loved one. Bereavement includes a broad range of transition counseling services, outreach, counseling, and referral services including to family members.
- 1.1.12 Lebanon – August 25 1982 to February 26, 1984
- 1.1.13 Grenada October 23 1983 to November 21, 1983

2. Eligible veterans must also have been discharged under Honorable Conditions or with a character of service for which basic eligibility to receive VA benefits has been established through adjudicative decision by VA (e.g. in the case of veterans possessing Undesirable Discharges, Bad Conduct Discharges, or General Discharges Under Other than Honorable Conditions).

3. Veterans possessing a Dishonorable Discharge are NOT eligible for services provided under this program.

4. Eligibility will be verified by the VA through submission of information sufficient to identify the veteran to VA Outreach for verification of basic eligibility in order to expedite referrals for counseling services under this program.

5. In those situations where eligibility cannot be verified prior to authorization, the VA employee making the referral may authorize the referral to the Contractor on the basis of presumptive eligibility, if it is clinically determined that an emergency exists requiring provision of immediate readjustment counseling services. In such cases, the VA referrer will inform the veteran that if eligibility is not substantiated, the veteran will be billed for all counseling services received.

C-3 REFERRALS AND AUTHORIZATION FOR COUNSELING SERVICES

A. Referrals to readjustment counseling contract providers may be made by:

- 1. Qualified Vet Center staff.

2. VHA (Veterans Health Administration) qualified mental health professionals (Psychiatrist, psychologist, social worker, or a psychiatric nurse clinical specialist) at VA Health Care facilities. All referrals made by VHA mental health professionals who are not Vet Center staff, will be closely coordinated with the Vet Center Team Leader/COR (Contracting Officer's Representative), as the latter will assume responsibility for monitoring the case once the referral is made.
- B. Contract readjustment counseling includes the same mix of social and psychological services as provided at Vet Centers, with the exception of community outreach. The purpose of the contract program, as intended by Congress and implemented by the VA, is for the provision of readjustment counseling and not for general mental health services. Contract readjustment counseling may include social services and/or psychotherapy, but the services provided must address readjustment difficulties deriving from military duties and/or homecoming experiences. The provision of services for problems not having a clear and distinct relationship to military duty and readjustment to civilian life from military duty is not authorized.
- C. Specifically, the difficulties which comprise war-related readjustment difficulties referable to a contract provider are the following:
1. Psychosocial problems related to exposure to war trauma.
 2. Psychosocial problems related to other stressful experiences of military duty in a war-zone.
 3. Psychosocial problems related to post-war adjustment to civilian family and work roles.
 4. Psychosocial problems related to type of military discharge.
 5. Psychosocial problems related to substance abuse clinically associated with military duty or post-military readjustment.
 6. Psychosocial problems related to post-war homecoming experiences.
 7. Psychosocial concern over possible exposure to chemical and/or biological agents in the war-zone.
 8. Generalized alienation from society related to interruption in the normal post-war readjustment process.
- D. Prior to making a referral, the veteran must be interviewed by the VA referrer.
1. Although this may be either in person or by telephone, the referrer is responsible for ensuring that eligibility definition and clinical assessment requirements are met. The clinical evidence should establish that the veteran's problems are clearly related to the military experience, be reflected in the reason for referral, and be documented in the veteran's record.
 2. Self-referrals and referrals of veterans who were or are in the private contract provider's caseload cannot be authorized, unless the assessment described above is carried out. In no event may the VA be billed or required to pay for services delivered prior to the authorization for care.
 3. After eligibility has been verified and the need for readjustment counseling clinically established, the Vet Center Team Leader/COR or other VA referrer will complete and sign VA Form 10-5565B, *Vietnam Veterans Outreach Program Contract Service Authorization*, which officially effects a referral to the contract service provider. The

completion and disposition of VA Form 10-5565B is to be implemented according to the instructions on the form.

- E. Referrals and ongoing assessment of counseling cases will be managed so as to ensure the availability of services to the largest number of eligible veterans within the limits of available resources.

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

2. Group counseling will be encouraged whenever clinically or logistically feasible as this method is both clinically indicated and cost effective for veterans with readjustment difficulties. The composition of such groups must include at least 50 percent eligible war-zone veterans for a contract provider to be reimbursed for the group counseling session. The VA referrer may grant exceptions to this when clinically indicated.

3. In accordance with the terms and conditions of this contract, the Professional Services Letter IL-11-82-26, and the VA Form 10-5565B, the contract provider (Contractor) shall be required to perform as follows:

- a. All initial referrals to a contract provider will be for up to 3 visits for clinical assessment and brief counseling. The VA referrer will specify on VA Form 10-5565B; one, two or three visits and the type of counseling to be provided (individual, group, etc.).
- b. The contract provider shall schedule the initial veteran counseling session (visit) within 5 working days from the date the veteran was first referred under the contract. A visit will last a minimum of 60 minutes. A group-counseling visit will last a minimum of 90 minutes.
- c. If additional visits are required upon completion of the 3 initial visits, the VA referrer will obtain from the contract provider a counseling plan documenting the need for continuing readjustment counseling.

4. After reviewing the plan, the VA referrer may authorize the veteran for up to a block of 15 additional visits. In similar fashion, subsequent re-authorizations are established for a finite period (up to 15 visits) and case counseling plans are subject to evaluation prior to further authorization. Effective management of case progress and available funding requires that VA referrers specify on the VA Form 10-5565B, a time period within which a block of authorized visits must be delivered. For example, a veteran may be authorized a block of 15 weekly sessions to be used within a two-quarter period. If the veteran does not use all 15 sessions during the specified time, he may be reviewed and re-authorized for additional visits at the beginning of the next quarter.

5. The counseling plan may be presented to the referrer orally, not later than the completion of the third initial visit, but shall be followed with a written copy and this plan shall be documented in the veteran's record by the referrer. The VA reserves the right to modify the treatment plan submitted by the Contractor. Coordination of the counseling plans to the VA referrer must occur in a timely manner so there will be no disruption in the continuation of readjustment counseling.

6. "Significant Others" (that is, members of the veteran's immediate family, legal guardian, or individual with whom the veteran lives or certifies an intention to live), may be seen conjointly with a veteran in couple or family counseling by the contract service provider.

- a. This will be limited to counseling for problems that have a distinct relationship to the veteran's readjustment from military duty.
- b. For couple or family counseling, billing and reimbursement will be at the established per session rate as specified in the contract.
- c. Significant others may be seen without the veteran present only when clinically required as an integral part of couple or family counseling. Such visits by significant others without the veteran present however, are limited to one visit per ten couple or family sessions. Exceptions may be granted to the limitation on significant other visits only when clinically approved by the VA referrer.

7. As stipulated in the contract, there is a provision that limits eligibility for readjustment counseling through a contract provider to 1 year from the time of the veteran's first visit.

- a. This provision is based upon existing knowledge regarding the etiology and longitudinal course of war-related readjustment difficulties to include post-traumatic stress disorder (PTSD) and upon program experience that indicates that most veterans referred complete services within 1 year.
- b. This provision should not be implemented in an arbitrary manner nor should it be applied in isolation from other indicators for clinical case progress.
- c. If longer term extension of authorization is necessary, the following procedures will be followed:

- The Vet Center Team Leader/COR will interview the veteran (in person or by telephone) to conduct an updated, comprehensive psychosocial assessment to ensure continuing clinical need for readjustment counseling.
- If there is clinical indication for continuing readjustment counseling beyond 1 year, the Vet Center Team Leader/COR must consult with the Assistant Regional Manager for Contract Services prior to authorizing continuing visits.

All requests for readjustment counseling beyond 1 year, for more than brief transitioning purposes, must be reviewed and approved by the RCS regional manager or designee, and documented in the veteran's clinical record.

8. If a veteran currently receiving readjustment counseling from a previous contract provider resides in a closer proximity to a newly selected contract provider; the veteran may be transferred to the new contract provider in order to continue uninterrupted counseling from the most convenient service provider.

9. There is no obligation under this contract for the VA to provide any specific number of referrals to any contractor.

F. The VA referrer will define the exact counseling record information to be included by the contract provider upon each veteran's counseling session(s).

1. Verification Form: At the completion of each counseling session or group therapy, the Contractor shall document on the VA Form 10-5565B, the name of the veteran or client, as well as length, date, and specific modality of the counseling session. The form will then be forwarded to the COR for processing (see sample form at Attachment A).

- a. A separate verification form is to be completed for each veteran for Each month, and attached to the monthly bill. The Contractor shall secure a signed acknowledgment of services from each client and for each visit for which they are invoicing the VA.
 - b. Provide only those services identified on the VA referral form.
 - c. Client numbers and records for significant others will be maintained in the name of the veteran; however, counseling case notes/progress notes on visits by significant others should be maintained as discrete and separate from the veteran's notes for continuity of notation, and so they can be easily extracted if a request for the veteran's counseling record is made.
2. Contractor shall maintain accurate and complete counseling records, which comply with the confidentiality requirements of Public Law 93-282 and the Privacy Act of 1974, Public Law 93-579. Contractor shall ensure the physical security of records and the prevention of disclosure of the records, reports, or other private information of clients except with the client's informed, written consent.

Note: Counseling records are considered the property of the VA. One year following expiration of the contract, the contractor shall turn the client folder over to the authorizing Vet Center, or contact the Regional Manager of the Vet Center to determine to which Vet Center the folder should be sent. The same procedures will apply when the contract between the VA and the Contractor terminates.

Note: The VA will provide all required forms.

C-4 INSPECTION AND ACCEPTANCE

A. CONTRACT MONITORING AND OVERSIGHT MANAGEMENT

1. Quality control and administrative oversight of the overall contract agreement and basic processes of contract operations are the primary responsibilities of the Vet Center Team Leader/COR. Prospective Quoters should refer to Paragraph D.1, Quality Assurance Surveillance Plan.
2. Site visits will be conducted on an annual basis to the facilities of all contract providers by the COR and/or other Government employees designated by the Contracting Officer and will include, but shall not be limited to, evaluation and verification of the following:
 - a. Actual performance versus scheduled and reported performance regarding the number and type of visits provided and the amount billed.
 - b. Changes in technical performance that may affect financial status, personnel assigned to the contract, over extension of resources, etc.
 - c. The numbers of employees charged to the contract are actually performing work under the contract.
3. The COR will advise the Contracting Officer at the completion of the contract, in writing, of the following:
 - a. Acceptance. All articles and services required to be furnished and/or performed under the contract have been technically accepted.
 - b. Compliance. Contractor is in compliance with patent rights and royalty clauses of the contract.
 - c. Disposition. The recommended disposition of any government-owned or furnished property (i.e., client records) in possession of the contractor is stated.

d. Site Visits. Visits will be conducted in accordance with program standards and in compliance with monitoring guideline developed and approved by VA Central office.

C-5 DELIVERIES OR PERFORMANCE

A. TERM OF CONTRACT

1. The term of the contract is from the 1 June 2018 through 31 May 2019. This contract may be extended for four (4) one year periods at the option of the Government in accordance with 52.217-9 (see clause), and thus the ultimate completion date of the contract if the options are exercised is 31 May 2023. Notice of an extension must be served in writing by the Government During the term of the contract there shall be no increase in cost over what is stated in the initial contract. There is no allowance for renegotiating rates nor for allowing a contractor to withdraw from the contract at the end of the initial term.

2. In renewing existing contracts, the Contracting Officer will request a current list of those employees working for the contractor under the contract. This listing will be compared with the existing contract. Any changes in personnel or employees proposed by the contractor will be brought to the attention of the Vet Center Team Leader/COR. The Team Leader/COR will review the information on the new personnel to ensure that the level and quality of service is consistent with the initial proposal and the terms of the original contract (Refer to the clause about Key Personnel in Section C-7, paragraph D).

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

4. The VA will reimburse the Contractor for completion of cases started during the contract but duly authorized to extend beyond the legal termination date of the contract. All payment for work under this contract beyond September 30, 2009, will be contingent upon the availability of funds. Therefore, no work shall take place after that date unless specifically authorized in writing by the Contracting Officer.

5. An Annual self appraisal of the staffs needs to be completed and turned into the Vet Center by the end of each fiscal year. The self appraisal should contain a summary describing services provided to veterans during the year and any feedback received from veterans that could improve or expand the services being provided.

B. GEOGRAPHICAL LOCATION OF CONTRACTORS/SERVICE PROVIDER

Contractor and service providers must be physically located within the geographical boundaries (county or counties) for which the contract award is made. The boundaries described herein are determined by the RCS and local VAMC officials, based upon "geographical areas of need" (e.g., a given city, county, or locality where a Vet Center is present but, because of a large veteran population, cannot adequately provide services).

C-6 CONTRACT ADMINISTRATION

A. CONTRACTING OFFICER (CO)

The Contracting Officer (CO) named below is responsible for the overall Administration of the contract:

Mark A. Gelsinger, Contracting Officer
Department of Veterans Affairs
Network Contracting Office 1 (NCO1)
1 VA Center
Augusta, ME 04330
Telephone: 1 (207)623-8411 X2222
E-mail: mark.gelsinger@va.gov

2. Contractors are advised that only the Contracting Officer, acting within the scope of the contract and his/her duties and responsibilities and, after advice and consultation from the COR, has the authority to make changes which affect:

Contract prices

Quality

Quantity

Delivery terms and conditions

B. CONTRACTING OFFICER'S REPRESENTATIVE (COR): After award, a VA Medical Center employee will be designated as the COR, for the purpose of administering the technical aspects of this procurement. The person identified below will fulfill the duties of the COR in the monitoring of the program as follows:

Scott Hutcherson, LCPC, ACS, COR
Lewiston Veterans Center
35 Westminster Street
Lewiston, ME 04240
Phone: (207) 783-0068
Email: erik.noll@va.gov

1. Monitoring the contractor's performance to assure compliance with the technical requirements of the contract.
2. Reviewing and approving clinical records, technical reports, appropriateness of billing and payment procedures, and legibility and authorization for service, which require government approval.
3. Notifying the Contracting Officer immediately if performance is not proceeding satisfactorily.
4. Ensuring that changes in work under the contract are not initiated before written authorization of a contract modification is issued by the Contracting Officer.
5. Providing the Contracting Officer a written request and justification for contract changes.
6. Furnishing interpretations relative to the meaning of technical specifications and technical advice relative to the approval of sub-contracts by the Contracting Officer.
7. Visiting the contractor's facilities to check performance, as required, or authorized by the contract's inspection clause. In accordance with RCS quality assurance guidelines, contract providers are visited by the COR on an annual basis for full administrative and clinical review. (See Section E.)

C-7. INVOICE PROCEDURES

1. Reimbursement will only be for in-person counseling sessions. Reimbursement is not authorized, for example, for telephone calls with the veteran or significant others, or for consultation between the Contractor and other individuals.

2. Reimbursement for veteran's travel in connection with contract readjustment counseling is not authorized.

3. A visit, for reimbursement purpose, will last a minimum for 60 minutes and will be deemed a single visit regardless of length beyond 60 minutes. A group counseling visit, for reimbursement purposes, will be 90 minutes in length. Participation in group counseling sessions constitutes one visit, regardless of length beyond 90 minutes.

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

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

b. Invoices may be faxed or mailed to the address(s) as shown below:

c. The Lewiston Vet Center representative will match the names on the invoice against the individual authorizations, the services and number of visits authorized, and the fee charges against the established contract pricing. After verification and possible adjustments, the representative will certify the invoice for payment and forward it to the Togus VA Medical Center, Fiscal Service for further processing.

5. All invoices shall include the information listed below, and shall be accompanied by the receipt of services (VA Form 10-5565B) specifying the information in shown in subparagraphs (j) through (m) below:

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

Vet Center or Station Number of Referring Unit (see Sections H and I of VA referral form);

Client number;

Number of both individual visits and group visits;

Total number of individual visits;

Total number of group visits;

Basic contract rate (per type of counseling provided and per type of counselor), in accordance with bid schedule pricing in Section B of the contract;

Total dollar amount billed;

Month in which counseling services were provided;

Copies of acknowledgement of receipt of services (Veteran's original signature on the VA Form 10-5565B) certifying receipt of services for each session provided, along with the Vet Center copy of the Form.

Counselor's name, professional degree (or name, if applicable); and type of therapy provided for all sessions. Clinician who provided service must be identified. Reimbursement will be based on costs for that clinician; veteran's name and social security number.

All invoices must be received by the 5th of the month following services rendered.

NOTE: Failure to include all the above documentation (which constitutes a proper invoice) will result in delay of payment. Invoices will not be processed if there are any omissions.

Dept of Veteran Affairs Medical Center
Attn: FMS
P.O. BOX 149971
Austin, TX 78714

ADDRESS FOR MAIL / PACKAGES:

Lewiston Vet Center
Attn: Erik Noll, Office Manager
35 Westminster Street
Lewiston, ME 04240

LISTING FOR FAXED CORRESPONDENCE:

Lewiston Vet Center
Phone: 207-783-0068
FAX: 207-783-3505

C-8 SPECIAL CONTRACT REQUIREMENTS

LICENSURE: Contractor and all staff members providing counseling services under this program shall be licensed in accordance with all Federal, State, and/or local requirements and certification(s) applicable to the performance of this type of counseling service. Contractor will provide official verification or credentials from the educational institute awarding the contractors professional degree, to the Contracting Officer at the time of contract award. (See also the VA clause #VAAR 852.237-70)

B. VA OBLIGATIONS: This contract will be used only upon a determination by the VA that existing VA or Government facilities are not capable of furnishing needed readjustments counseling services, or cannot do so economically because of geographical inaccessibility.

POST-AWARD ORIENTATION: A post-award orientation shall be conducted prior to the referral of any veteran to new contract service providers. The orientation shall include the Contracting Officer, Contracting Officer's Representative (COR) and/or alternate, at least one RCS staff member (if COR/alternate are not RCS staff members), a representative from VA Outreach and the VA mental health professionals who will be making referrals to the Contractor. All contract administrative, clinical and program duties and responsibilities shall be discussed.

KEY PERSONNEL: The personnel specified in the offeror's proposal (and incorporated as an attachment or by reference herein) are considered to be essential to the work being performed hereunder. Prior to diverting any of the specified individuals to other programs, the Contractor shall notify the Contracting Officer reasonably in advance and shall submit justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on the program. No diversion shall be made by the Contractor without the written consent of the Contracting Officer: Provided: That the Contracting Officer may ratify in writing such diversion and such ratification shall constitute the consent of the Contracting Officer required by this clause. The listing of key personnel may be amended from time to time during the course of the contract to either add or delete personnel, as appropriate. If the continued commitment of any key personnel is beyond the control of the Contractor, the Contractor shall notify the Contracting Officer immediately and shall make recommendations for the substitution of another person.

E. CORRESPONDENCE: All correspondence relative to this contract shall bear the VA contract number, purchase order number (if applicable), title and name of the medical facility.

F. CAPABILITY TO PROVIDE MEDICATION AND PHYSICAL EXAMINATIONS:

While the provision of medications and physical examinations are not considered a component of the readjustment counseling services required by this contract, and will not be provided, offerors must have the capability to provide such services directly or to arrange physical assessments, medical treatment and therapy through referral.

SECTION C - CONTRACT CLAUSES

<u>FAR Number</u>	<u>Title</u>	<u>Date</u>
52.212-4	CONTRACT TERMS AND CONDITIONS—COMMERCIAL ITEMS	JAN 2017

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.1 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)

<u>FAR Number</u>	<u>Title</u>	<u>Date</u>
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
52.204-9	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL	JAN 2011
52.204-18	COMMERCIAL AND GOVERNMENT ENTITY CODE MAINTENANCE	JUL 2016

C.2 52.217-5 EVALUATION OF OPTIONS (JUL 1990)

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

(End of Provision)

C.3 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.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:

Hand-Carried Address:

Department of Veterans Affairs

VAMC Togus
1 VA Center
Augusta ME 04330
Mailing Address:

Department of Veterans Affairs

VAMC Togus
1 VA Center
Augusta ME 04330

(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)

C.5 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.6 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.7 VAAR 852.215-71 EVALUATION FACTOR COMMITMENTS (DEC 2009)

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

(End of Clause)

C.8 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.9 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 per occurrence

\$3,000,000 Aggregate

(End of Clause)

C.10 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 Maine. Further, it is agreed that any negligence of the Government, its officers, agents, servants and employees, shall not be the responsibility of the contractor hereunder with the regard to any claims, loss, damage, injury, and liability resulting there from.

(End of Clause)

C.11 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS—COMMERCIAL ITEMS (JAN 2018)

(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) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (JAN 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(2) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (NOV 2015).

(3) 52.233-3, Protest After Award (Aug 1996) (31 U.S.C. 3553).

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

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

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

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

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

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

(5) [Reserved]

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

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

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

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

(10) [Reserved]

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

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

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

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

(13) [Reserved]

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

(ii) Alternate I (NOV 2011).

(iii) Alternate II (NOV 2011).

(15)(i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).

(ii) Alternate I (Oct 1995) of 52.219-7.

(iii) Alternate II (Mar 2004) of 52.219-7.

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

(17)(i) 52.219-9, Small Business Subcontracting Plan (JAN 2017) (15 U.S.C. 637(d)(4)).

(ii) Alternate I (NOV 2016) of 52.219-9.

(iii) Alternate II (NOV 2016) of 52.219-9.

(iv) Alternate III (NOV 2016) of 52.219-9.

(v) Alternate IV (NOV 2016) of 52.219-9.

(18) 52.219-13, Notice of Set-Aside of Orders (NOV 2011) (15 U.S.C. 644(r)).

(19) 52.219-14, Limitations on Subcontracting (JAN 2017) (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 (JAN 2018) (E.O. 13126).
- (27) 52.222-21, Prohibition of Segregated Facilities (APR 2015).
- (28) 52.222-26, Equal Opportunity (SEP 2016) (E.O. 11246).
- (29) 52.222-35, Equal Opportunity for Veterans (OCT 2015) (38 U.S.C. 4212).
- (30) 52.222-36, Equal Opportunity for Workers with Disabilities (JUL 2014) (29 U.S.C. 793).
- (31) 52.222-37, Employment Reports on Veterans (FEB 2016) (38 U.S.C. 4212).
- (32) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496).
- (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).
- (34) 52.222-54, Employment Eligibility Verification (OCT 2015). (E. O. 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)
- (35)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (May 2008) (42 U.S.C.6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- (ii) Alternate I (MAY 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- (36) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (JUN 2016) (E.O. 13693).
- (37) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (JUN 2016) (E.O. 13693).
- (38)(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.
- (39)(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.
- (40) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007)(42 U.S.C. 8259b).

(41)(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.

(42) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011)

(43) 52.223-20, Aerosols (JUN 2016) (E.O. 13693).

(44) 52.223-21, Foams (JUN 2016) (E.O. 13693).

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

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

(46) 52.225-1, Buy American—Supplies (MAY 2014) (41 U.S.C. chapter 83).

(47)(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.

(48) 52.225-5, Trade Agreements (OCT 2016) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

(49) 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).

(50) 52.225-26, Contractors Performing Private Security Functions Outside the United States (OCT 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

(51) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

(52) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

(53) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

(54) 52.232-30, Installment Payments for Commercial Items (JAN 2017) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

(55) 52.232-33, Payment by Electronic Funds Transfer—System for Award Management (Jul 2013) (31 U.S.C. 3332).

(56) 52.232-34, Payment by Electronic Funds Transfer—Other than System for Award Management (Jul 2013) (31 U.S.C. 3332).

(57) 52.232-36, Payment by Third Party (MAY 2014) (31 U.S.C. 3332).

(58) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

(59) 52.242-5, Payments to Small Business Subcontractors (JAN 2017)(15 U.S.C. 637(d)(12)).

(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) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (JAN 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(iii) 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.

(iv) 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.

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

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

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

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

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

(x) 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.

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

(xii)(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).

(xiii) 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).

(xiv) 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).

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

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

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

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

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

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

(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)

(End of Addendum to 52.212-4)

SECTION D - CONTRACT DOCUMENTS, EXHIBITS, OR ATTACHMENTS

D.1 QUALITY ASSURANCE SURVEILLANCE PLAN (QASP)

For: Medical Services - Readjustment Counseling Contract

Contract Number: TBD

Contract Description: Readjustment Counseling Contract through the Vet Center. Clinical services provided to eligible veterans for treatment of PTSD and related readjustment issues.

Contractor's name: TBD

1. PURPOSE

This Quality Assurance Surveillance Plan (QASP) provides a systematic method to evaluate performance for the stated contract. This QASP explains the following:

- What will be monitored?
- How monitoring will take place?
- Who will conduct the monitoring?
- How monitoring efforts and results will be documented?

This QASP does not detail how the contractor accomplishes the work. Rather, the QASP is created with the premise that the contractor is responsible for management and quality control actions to meet the terms of the contract. It is the Government's responsibility to be objective, fair, and consistent in evaluating performance.

This QASP is a "living document" and the Government may review and revise it on a regular basis. However, the Government shall coordinate changes with the contractor. Copies of the original QASP and revisions shall be provided to the contractor and Government officials implementing surveillance activities.

2. GOVERNMENT ROLES AND RESPONSIBILITIES

The following personnel shall oversee and coordinate surveillance activities.

a. Contracting Officer (CO) - The CO shall ensure performance of all necessary actions for effective contracting, ensure compliance with the contract terms, and shall safeguard the interests of the United States in the contractual relationship. The CO shall also assure that the contractor receives impartial, fair, and equitable treatment under this contract. The CO is ultimately responsible for the final determination of the adequacy of the contractor's performance.

Assigned CO: Mark A. Gelsinger, MBA, Contracting Officer, Network Contracting Office 1

Organization or Agency: Department of Veterans Affairs, VAMC Togus, Maine

b. Contracting Officer's Representative (COR) - The COR is responsible for technical administration of the contract and shall assure proper Government surveillance of the contractor's performance. The COR shall keep a quality assurance file. The COR is not empowered to make any contractual commitments or to authorize any contractual changes on the Government's behalf.

Assigned COR: Scott Hutcherson, LCPC, Director/COR
Organization or Agency: Department of Veterans Affairs, Lewiston Vet Center (10RCS-0129)

- c. Other Key Government Personnel – Director/COR, One counselor from the Vet Center, Chief of Psychology, Social Work and/or Psychiatry Services, Officials from Rehab or other services as deemed useful and appropriate by the Contracting Officer.

3. CONTRACTOR REPRESENTATIVES

The following employees of the contractor serve as the contractor's program manager for this contract.

Program Manager – Scott Hutcherson, LCPC, Director; and Erik Noll, Office Manager

4. PERFORMANCE STANDARDS

Performance standards define desired services. The Government performs surveillance to determine if the contractor exceeds, meets or does not meet these standards.

The Performance Requirements Summary Matrix, paragraph 8 in the Performance Work Statement (PWS), includes performance standards. The Government shall use these standards to determine contractor performance and shall compare contractor performance to the Acceptable Quality Level (AQL).

Evaluation of technical compliance with contract, types of services and compliance with Privacy Act will be monitored.

5. INCENTIVES

The Government shall use past performance as incentives. Incentives shall be based on exceeding, meeting, or not meeting performance standards.

6. METHODS OF QA SURVEILLANCE

Various methods exist to monitor performance. The COR shall use the surveillance methods listed below in the administration of this QASP.

- a. PERIODIC INSPECTION. (Evaluates outcomes on a periodic basis. Inspections may be scheduled annually as required.)

Evaluation of technical compliance with contract and types of services will be monitored - ID# 8

- b. VALIDATED USER/CUSTOMER COMPLAINTS. (Relies on the patient to identify deficiencies. Complaints are then investigated and validated.)

Maintain Counseling Records in accordance with the Privacy Act - ID#9

- c. RANDOM SAMPLING. (Designed to evaluate performance by randomly selecting and inspecting a sample of cases. Counseling plans should match assessments, only authorized services are provided, verification of types of employees charged to the contract actually doing the work, and therapeutically effective group services are being utilized, etc. ID# 5 & 6.

- d. Analysis of contractor's progress reports. (Evaluate cost, schedule, etc.)

- e. Corrective actions of any irregularities or deficiencies in a timely manner in accordance with contract compliance

7. RATINGS

Metrics and methods are designed to determine if performance exceeds, meets, or does not meet a given standard and acceptable quality level. A rating scale shall be used to determine a positive, neutral, or negative outcome. The following ratings shall be used:

8. DOCUMENTING PERFORMANCE

- a. ACCEPTABLE PERFORMANCE

The Government shall document positive performance. Any report may become a part of the supporting documentation for any contractual action.

b. UNACCEPTABLE PERFORMANCE

When unacceptable performance occurs, the COR shall inform the contractor. This will normally be in writing unless circumstances necessitate verbal communication. In any case the COR shall document the discussion and place it in the COR file.

When the COR determines formal written communication is required, the COR shall prepare a Contract Discrepancy Report (CDR), and present it to the contractor's program manager.

The contractor shall acknowledge receipt of the CDR in writing. The CDR will specify if the contractor is required to prepare a corrective action plan to document how the contractor shall correct the unacceptable performance and avoid a recurrence. The CDR will also state how long after receipt the contractor has to present this corrective action plan to the COR. The Government shall review the contractor's corrective action plan to determine acceptability.

Any CDRs may become a part of the supporting documentation for any contractual action deemed necessary by the CO.

9. FREQUENCY OF MEASUREMENT

a. Frequency of Measurement.

During contract performance, the COR will periodically analyze whether the negotiated frequency of surveillance is appropriate for the work being performed.

b. Frequency of Performance Assessment Meetings.

c. The COR shall meet with the contractor yearly to assess performance and shall provide a written assessment.

Task	ID	Indicator	Standard	Acceptable Quality Level	Method of Surveillance	Incentive/Disincentives
Solicitation & Award of Contracts	1	Determination of Need, Solicitation of Contract Proposals, Designation of Contracting Official's Representative (COR), Technical Evaluation Board, Award of Contract, Orientation	CORs shall give COs 90 days advance notice for contracts that are expiring or for a new acquisition in lieu of exercising the renewal option.	100%	Observation and random inspection or auditing.	Past performance and/or other incentive.
Eligibility for Counseling Services	2	Service Dates & Character of Discharge, Assessment of Clinical Need for Counseling	The provider will only be reimbursed for services authorized by VA after clinical need & eligibility has been established.	100%	Observation and random inspection or auditing.	Past performance and/or other incentive.
	3	Presenting Problem, History of Presenting Problem, Critical History, Military History, Assessment, Impressions, Plan/Recommendation	Initial authorization of up to three (3) counseling sessions	100%	Observation and random inspection or auditing.	Past performance and/or other incentive.
Referral & Authorization of Counseling Services	4	Process for initial referral to contract provider, brief assessment, authorization of additional readjustment counseling services, extension of authorization beyond one year	COR may authorize an additional 12 counseling sessions upon receipt & approval of the revised counseling plan	100%	Observation and random inspection or auditing.	Past performance and/or other incentive.

Task	ID	Indicator	Standard	Acceptable Quality Level	Method of Surveillance	Incentive/Disincentives
Continue with Referral & Authorization of Counseling Services	5	Intake assessment presenting problem/history of critical issues, present social context, developmental history, military history, pre/post-military history, diagnosis per DSM IV (optional), mental health status evaluation, treatment modality & an explanation of how such will be provided, specific goals & related objective, expected achievements dates, Provider's signature & date	Due by the 5th visit with the client	100%	Observation & random inspection or auditing	Past performance and/or other incentive
	6	Quarterly authorizations summary of treatment to date, new plan/recommendations to include specific action(s) to be taken i.e. type of counseling, consultation, etc., Client name & date, Counselor signature	Authorizations due on a quarterly basis, i.e. October 1st - December 31st is first quarter of the fiscal year	100%	Observation & random inspection or auditing	Past performance and/or other incentive
Responsibility of VA & Contractor Officials	7	Contracting Officer, Contracting Officer's Representative (COR), Medical Administration Service (MAS), Fiscal Service (Fee Basis), Contract Providers	COR will monitor contractor performance, review clinical records, and billing which require government approval.	100%	Observation & random inspection or auditing	Past performance and/or other incentive

Task	ID	Indicator	Standard	Acceptable Quality Level	Method of Surveillance	Incentive/Disincentives
Contract Monitoring & Compliance	8	Evaluation of technical compliance with contract and types of services will be monitored	COR will conduct annual site visit	100%	Observation & random inspection or auditing	Past performance and/or other incentive
	9	Maintain counseling records which comply with the Privacy Act, Licensure Requirements & Procedures	Contractor to complete annual Privacy Act training	100%	Observation & random inspection or auditing	Past performance and/or other incentive
Extension or Termination of Contract	10	Extension of existing contract, notification of intent to terminate contract, continuity of counseling services upon termination, disposition of client records when contract is terminated	Renewal of contract will be for 1 year with two option years only	100%	Observation & random inspection or auditing	Past performance and/or other incentive

SECTION E - SOLICITATION PROVISIONS

E.1 FAR 52.212-1 – INSTRUCTIONS TO OFFERORS – COMMERCIAL ITEMS (APR 2018)

INSTRUCTIONS FOR QUOTE SUBMISSION

Submission of Quotes: Each quoter must submit a quote, including price and submit written information that pertains to its relative capabilities, including technical and past performance. The Government will award a contract resulting from this solicitation to the responsible quoter whose quote conforms to the solicitation, will be most advantageous to the Government, price and other factors considered. The following information or factors shall be used to evaluate quotes: Price, Technical Expertise and Past Performance.

Quotes shall be provided to Mark A. Gelsinger, Contracting Officer, at mark.gelsinger@va.gov by 10:00 A.M. Eastern Daylight Time on Friday, 27 April 2018.

All Pre-Quote Inquiries shall be submitted not later than 1:00 P.M. EST on Tuesday, 24 April 2018, to Mr. Mark Gelsinger, Contracting Officer, at mark.gelsinger@va.gov.

The Price Quote shall be submitted as a single Adobe Acrobat.pdf document and shall be submitted as a separate attachment from the Technical Quote. The Price Quote shall be identified as Volume I – Price Quote.

The Technical Quote, which is comprised of Technical Expertise and Past Performance, shall be submitted as a single Adobe Acrobat.pdf document. The Technical Quote shall be identified as Volume II – Technical Quote – Technical Expertise and Past Performance.

VOLUME 1 – Price Quote – Submission Requirements

The Price Quote shall include the following:

Standard Form 1449, Solicitation/Contract/Order for Commercial Items, with blocks 17, 30a, 30b, and 30c completed by the quoter.

Solicitation Section B, Price/Cost Schedule, with quoter's proposed contract line item prices inserted in appropriate spaces. The Prices for the Individual/Couples/Family Counseling and the Group Counseling for the base year and all 4 option years shall be completed by the quoter.

Solicitation Clauses "Quoter Representation and Certifications –Commercial Items", shall be completed by the quoter.

The Government will evaluate offers for award purposes by adding the total price for all option(s) 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).

The Government will not pay transportation or per diem costs in this contract.

VOLUME II – Technical Quote – Technical Expertise and Past Performance – Submission Requirements

Technical Expertise:

Quoter shall submit detailed resumes/curriculum vitae (CV) for prospective Psychiatrist(s), Psychologist(s), Psychiatric Nurse Clinical Specialist or Other Counselor(s) who may provide services under this contract. These resumes must meet the requirements of the solicitation. The detailed resume/CV shall include the following information: Certifications, citizenship, professional training, and expertise of candidate in accordance with the requirements defined in the Statement of Work.

PAST PERFORMANCE:

Quoters will be evaluated based on their overall risk rating on their record of Past Performance. Past performance information is one indicator of a quoter's ability to successfully perform the contract. The currency and relevance of the information, source of the information, context of the data, and general trends in contractor s performance shall be considered. The Government may also use the Contractor Performance Assessment Reporting System (CPARS), the Past Performance Information Retrieval System (PPIRS) or the Federal Awardee Performance and Integrity Information System (FAPIIS) to evaluate Past Performance.

The quoter shall provide two relevant and recent contracts. Relevancy is defined as a Readjustment Counseling contracts. Recency is defined as contract completion in the last three (3) years. Quoters shall provide a customer point-of-contact with phone number and email address for the contracts submitted for relevancy.

In the case that an quoter without a record of relevant past performance or for whom information on past performance is not available, the quoter may be evaluated neither favorably nor unfavorably on past performance.

Quoters must have past performance ratings of Satisfactory or better.

BASISFORAWARD

The Government may select a quote other than the lowest priced quote. The award decision will be based on an evaluation of quotes against all evaluation criteria (Price, Technical Expertise and Past Performance) in the solicitation. Again, the Government will award a contract resulting from this solicitation to the responsible quoter whose quote conforms to the solicitation, will be most advantageous to the Government, price and other factors considered.

PERIOD OF ACCEPTANCE: The quoter agrees to hold its prices in its quote firm for 90 calendar days from date specified from receipt of quotes, unless another time period is specified in an addendum to the solicitation.

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:

(End of Addendum to 52.212-1)

**E.2 52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS—
COMMERCIAL ITEMS (NOV 2017)**

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

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

Economically disadvantaged women-owned small business (EDWOSB) concern means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States

and who are economically disadvantaged in accordance with 13 CFR part 127. It automatically qualifies as a women-owned small business eligible under the WOSB Program.

Forced or indentured child labor means all work or service—

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

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

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

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

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

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

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

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

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

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

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

“Sensitive technology”—

- (1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically—
 - (i) To restrict the free flow of unbiased information in Iran; or
 - (ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and
- (2) Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit pursuant to section 203(b)(3) of the International Emergency Economic Powers Act (50 U.S.C. 1702(b)(3)).

Service-disabled veteran-owned small business concern—

- (1) Means a small business concern—
 - (i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and
 - (ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

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

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

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

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

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

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

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

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

(1) Directly by a parent corporation; or

(2) Through another subsidiary of a parent corporation.

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

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

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

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

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

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

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

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

Women-owned small business (WOSB) concern eligible under the WOSB Program (in accordance with 13 CFR part 127), means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of “domestic end product.” The terms “commercially available off-the-shelf (COTS) item,” “component,” “domestic end product,” “end product,” “foreign end product,” and “United States” are defined in the clause of this solicitation entitled “Buy American—Supplies.”

(2) Foreign End Products:

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

[List as necessary]

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

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

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

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

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

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

[List as necessary]

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

Other Foreign End Products:

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

[List as necessary]

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

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

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

Canadian End Products:

Line Item No.

[List as necessary]

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

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

Canadian or Israeli End Products:

Line Item No.	Country of Origin
---------------	-------------------

[List as necessary]

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

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

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

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

[List as necessary]

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

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

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

Other End Products:

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

[List as necessary]

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

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

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

(2) [] Have, [] have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or

subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property;

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

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

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

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

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

(ii) *Examples.*

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

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

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

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

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

(1) *Listed end products.*

Listed End Product Listed Countries of Origin

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

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

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

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

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

(2) Outside the United States.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

TIN: _____.

TIN has been applied for.

TIN is not required because:

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

Offeror is an agency or instrumentality of a foreign government;

Offeror is an agency or instrumentality of the Federal Government.

(4) *Type of organization*.

Sole proprietorship;

- Partnership;
- Corporate entity (not tax-exempt);
- Corporate entity (tax-exempt);
- Government entity (Federal, State, or local);
- Foreign government;
- International organization per 26 CFR 1.6049-4;
- Other _____.

(5) *Common parent.*

- Offeror is not owned or controlled by a common parent;
- Name and TIN of common parent:

Name _____.

TIN _____.

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

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

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

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

- (i) It is, is not an inverted domestic corporation; and
- (ii) It is, is not a subsidiary of an inverted domestic corporation.

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

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

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

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

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

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

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

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

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

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

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

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

Immediate owner CAGE code: ____.

Immediate owner legal name: ____.

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

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

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

Highest-level owner CAGE code: ____.

Highest-level owner legal name: ____.

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

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

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

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

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

(2) The Offeror represents that—

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

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

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

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

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

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

Predecessor legal name: ____.

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

(s) [Reserved]

(t) *Public Disclosure of Greenhouse Gas Emissions and Reduction Goals.* Applies in all solicitations that require offerors to register in SAM (52.212-1(k)).

(1) This representation shall be completed if the Offeror received \$7.5 million or more in contract awards in the prior Federal fiscal year. The representation is optional if the Offeror received less than \$7.5 million in Federal contract awards in the prior Federal fiscal year.

(2) Representation. [Offeror to check applicable block(s) in paragraph (t)(2)(i) and (ii)]. (i) The Offeror (itself or through its immediate owner or highest-level owner) does, does not publicly disclose greenhouse gas emissions, i.e., makes available on a publicly accessible Web site the results of a

greenhouse gas inventory, performed in accordance with an accounting standard with publicly available and consistently applied criteria, such as the Greenhouse Gas Protocol Corporate Standard.

(ii) The Offeror (itself or through its immediate owner or highest-level owner) [] does, [] does not publicly disclose a quantitative greenhouse gas emissions reduction goal, i.e., make available on a publicly accessible Web site a target to reduce absolute emissions or emissions intensity by a specific quantity or percentage.

(iii) A publicly accessible Web site includes the Offeror's own Web site or a recognized, third-party greenhouse gas emissions reporting program.

(3) If the Offeror checked "does" in paragraphs (t)(2)(i) or (t)(2)(ii) of this provision, respectively, the Offeror shall provide the publicly accessible Web site(s) where greenhouse gas emissions and/or reduction goals are reported:_____.

(u)(1) In accordance with section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions), Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with an entity that requires employees or subcontractors of such entity seeking to report waste, fraud, 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.

(2) The prohibition in paragraph (u)(1) of this provision does not contravene requirements applicable to Standard Form 312 (Classified Information Nondisclosure Agreement), Form 4414 (Sensitive Compartmented Information Nondisclosure Agreement), or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

(3) Representation. By submission of its offer, the Offeror represents that it will not require its employees or subcontractors to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting waste, fraud, or abuse related to the performance of a Government contract to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information (e.g., agency Office of the Inspector General).

(End of Provision)

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

The Government contemplates award of a Firm-Fixed-Price contract resulting from this solicitation.

(End of Provision)

E.4 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.5 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.6 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 Clause)

E.7 VAAR 852.273-74 AWARD WITHOUT EXCHANGES (JAN 2003)

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

(End of Provision)