

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30				1. REQUISITION NO.		PAGE 1 OF 136	
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NO.		5. SOLICITATION NUMBER 36C10X18R0133	
						6. SOLICITATION ISSUE DATE 05-25-2018	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME Khurram Shaikh, Contract Specialist				b. TELEPHONE NO. (No Collect Calls) 240-215-1722	
						8. OFFER DUE DATE/LOCAL TIME 06-28-2018 12:00 PM ET	
9. ISSUED BY Strategic Acquisition Center - Frederick Department of Veterans Affairs 321 Ballenger Center Drive, Suite 125 Frederick MD 21703				10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE: _____ % FOR: <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM NAICS: 621111 <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> EDWOSB <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> 8(A) Y SIZE STANDARD: \$11 Million			
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS TBD		13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) <input type="checkbox"/>		13b. RATING N/A	
						14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input checked="" type="checkbox"/> RFP	
15. DELIVER TO See Section B.2 (Performance Work Stmt) for details.				16. ADMINISTERED BY Strategic Acquisition Center - Frederick Department of Veterans Affairs 321 Ballenger Center Drive, Suite 125 Frederick MD 21703			
17a. CONTRACTOR/OFFEROR		CODE		FACILITY CODE		18a. PAYMENT WILL BE MADE BY	
						CODE 36C10X	
						See Section B.1 (Contract Admin Data) for details.	
TELEPHONE NO.		DUNS:		DUNS+4:		PHONE: FAX:	
17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER <input type="checkbox"/>				18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input checked="" type="checkbox"/> SEE ADDENDUM			
19. ITEM NO.		20. See CONTINUATION Page SCHEDULE OF SUPPLIES/SERVICES		21. QUANTITY		22. UNIT	
		VBA Medical Disability Examinations as Authorized under Public Law 104-275 See Section B.3 (Schedule of Prices) for Contract Line Item Numbers (CLINs). TIN: _____ DUNS: _____ CAGE: _____				23. UNIT PRICE	
		(Use Reverse and/or Attach Additional Sheets as Necessary)				24. AMOUNT	
25. ACCOUNTING AND APPROPRIATION DATA See CONTINUATION Page				26. TOTAL AWARD AMOUNT (For Govt. Use Only)			
<input checked="" type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA				<input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.			
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA				<input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED			
<input 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) Stephen Nickles Contracting Officer		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: TBD
 - b. GOVERNMENT: Contracting Officer 0010X
Strategic Acquisition Center - Frederick
Department of Veterans Affairs
321 Ballenger Center Drive, Suite 125
Frederick MD 21703
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, in accordance with the following invoicing instructions.
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.

OB10/IPPS ELECTRONIC INVOICE SUBMISSION
FSC e-INVOICE PROGRAM THRU AUSTIN PORTAL
FSC MANDATORY ELECTRONIC INVOICE SUBMISSION FOR AUSTIN PAYMENTS

Contractor POC: TBD

Contracting POC: Stephen Nickles, Contracting Officer
(240) 215-1667
Stephen.Nickles@va.gov

Khurram Shaikh, Contract Specialist
(240) 215-1722
Khurram.Shaikh@va.gov

COR (Contracting Officers Representative):
TBD

CONTRACT/TASK ORDER NUMBER: TBD

PURCHASE ORDER NUMBER: To be provided in future task order(s)

VENDOR ELECTRONIC INVOICE SUBMISSION METHODS:

Fax, email and scanned documents are not acceptable forms of submission for payment requests. Electronic form means an automated system transmitting information electronically according to the accepted data transmissions below.

- VA's Electronic invoice presentment and payment system-The FSC uses a third party Contractor, OB10, to transition vendors from paper to electronic invoice submission. Please see OB10 contact information below to begin submitting electronic invoices, free of charge.
- A system that conforms to the X12 electronic data interchange (EDI) formats established by the Accredited Standards Center (ASC) chartered by the American National Standards Institute (ANSI).
- The X12 EDI Web site (<http://www.x12.org>).

VENDOR E-INVOICE SET-UP INFORMATION:

Please contact OB10 at the phone number or email address listed below to begin submitting your electronic invoices to the VA Financial Services Center in Austin, TX for payment processing. If you have questions about the e-invoicing program or OB10, please contact the FSC at the phone number or email address listed below.

- OB10 e-Invoice setup information: 1-877-489-6135
- OB10 e-Invoice email: VA.Registration@ob10.com
- FSC e-Invoice contact information: 1-877-353-9791
- FSC e-Invoice email: vafscshd@va.gov
- <http://www.fsc.va.gov/einvoice.asp>

COMMUNICATIONS:

- <https://www.federalregister.gov/articles/2012/11/27/2012-28612/va-acquisition-regulation-electronic-submission-of-payment-requests>
- <http://fcw.com/articles/2012/11/27/va-epayments.aspx?s=fcwdaily>
- VAFSCFiscalSection101@va.gov
- or you can call 512-460-5401

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

AMENDMENT NO	DATE

LIMITATIONS ON SUBCONTRACTING-- MONITORING AND COMPLIANCE (JUN 2011)

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

(End of Clause)

SUBCONTRACTING COMMITMENTS--MONITORING AND COMPLIANCE (JUN 2011)

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

(End of Clause)

SUBCONTRACTING PLAN--MONITORING AND COMPLIANCE (JUN 2011)

This solicitation includes FAR 52.219-9, Small Business Subcontracting Plan, and VAAR 852.219-9, VA Small Business Subcontracting Plan Minimum Requirement. Accordingly, any contract resulting from this solicitation will include these clauses. The contractor is advised in performing contract administration functions, the CO

may use the services of a support contractor(s) to assist in assessing the contractor's compliance with the plan, including reviewing the contractor's accomplishments in achieving the subcontracting goals in the plan. To that end, the support contractor(s) may require access to the contractor's business records or other proprietary data to review such business records regarding the contractor's compliance with this requirement. All support contractors conducting this review on behalf of VA will be required to sign an "Information Protection and Non-Disclosure and Disclosure of Conflicts of Interest Agreement" to ensure the contractor's business records or other proprietary data reviewed or obtained in the course of assisting the CO in assessing the contractor for compliance are protected to ensure information or data is not improperly disclosed or other impropriety occurs. Furthermore, if VA determines any services the support contractor(s) will perform in assessing compliance are advisory and assistance services as defined in FAR 2.101, Definitions, the support contractor(s) must also enter into an agreement with the contractor to protect proprietary information as required by FAR 9.505-4, obtaining access to proprietary information, paragraph (b). The contractor is required to cooperate fully and make available any records as may be required to enable the CO to assess the contractor compliance with the subcontracting plan.

(End of Clause)

B.2 PERFORMANCE WORK STATEMENT (PWS)

1.0 INTRODUCTION

- 1.1 **Title of Project:** Medical Disability Examinations (MDEs) under Section 504 of the Veterans' Benefits Improvements Act of 1996 (Public Law 104–275; 38 U.S.C. 5101)
- 1.2 **Background:** The Department of Veterans Affairs (VA) through the Veterans Benefits Administration (VBA) administers the Compensation & Pension (C&P) Program for benefits to Veterans, their dependents, and their survivors. Entitlement determinations for disability compensation and pension claims are made by VBA Rating Veterans Service Representatives (RVSRs) and Decision Review Officers (DROs) working in VA Regional Offices (VAROs) across the country. VA Central Office (VACO) assists the VAROs. An MDE is a critical piece of evidence for determining the extent of permanent impairment, and thus the percent of disability that defines the dollar benefit a Veteran is awarded. Because it is so critical, the examination report must be of high quality, providing essential information to support each diagnosed disability. It is not enough to simply state a diagnosis. The examination report must provide detailed findings sufficient for RVSRs and DROs to arrive at a determination that is able to withstand the scrutiny of appellate review. Veterans may appeal disability ratings. MDE's must be sufficiently accurate, thorough, and detailed to answer these challenges. The Contractor therefore shall follow the requirements of the worksheets to ensure that sufficient criteria are met. For the purpose of this PWS, the term "worksheet" represents a Disability Benefit Questionnaire (DBQ) or Compensation and Pension (i.e., Aid & Attendance; Bones) worksheet in situations where specific DBQs do not exist. VA reserves the right to substitute worksheets or any other system VA may deploy in the future.

On October 9, 1996, Congress enacted Public Law 104-275, which authorized VA to contract for medical examinations from non-VA medical sources. The report stated a desire to see the contract medical examination authority expanded and made permanent. A subsequent contract was awarded under the same public law authority. The current contracts provided over 724,000 examination referrals during fiscal year 2017, and each referral, on average, results in 2-3 unique examination types, plus additional ancillary diagnostic services and Veteran travel benefits. This contract is anticipated to execute approximately of 7.7 million examination requests over the life of the 10-year contract.

VA has a critical requirement for one or more prime contractors with deep and relevant institutional/corporate experience and knowledge to provide the above referenced disability examination services for Veterans through hiring and/or subcontracting with, training, and overseeing a skilled network of licensed examiners. Additionally, the prime contractor(s) shall possess deep and relevant institutional/corporate experience and knowledge in the development and maintenance of an IT network capable of interfacing with various VA systems in order to process incoming examination requests and to transmit examination results and other data back into the VA's systems.

2.0 TYPE OF CONTRACT

- 2.1 This contract is a Firm Fixed-Price, Indefinite Delivery, Indefinite Quantity (IDIQ) contract, under FAR 16.202.

3.0 CONTRACT MINIMUM AND MAXIMUM DOLLAR VALUE

- 3.1 In accordance with FAR 16.504(a)(4)(ii), the guaranteed minimum dollar value for each contract awarded under this solicitation is **\$3,500,000**. The Government anticipates it will order the following maximum quantities of examination requests over the 10-year life of the contracts that result from this solicitation:

- Region 1 (Northeast): 1.1 Million Exam Requests
- Region 2 (Southeast): 2.7 Million Exam Requests
- Region 3 (Midwest): 1.9 Million Exam Requests
- Region 4 (Pacific): 2.0 Million Exam Requests

4.0 PERIOD OF PERFORMANCE

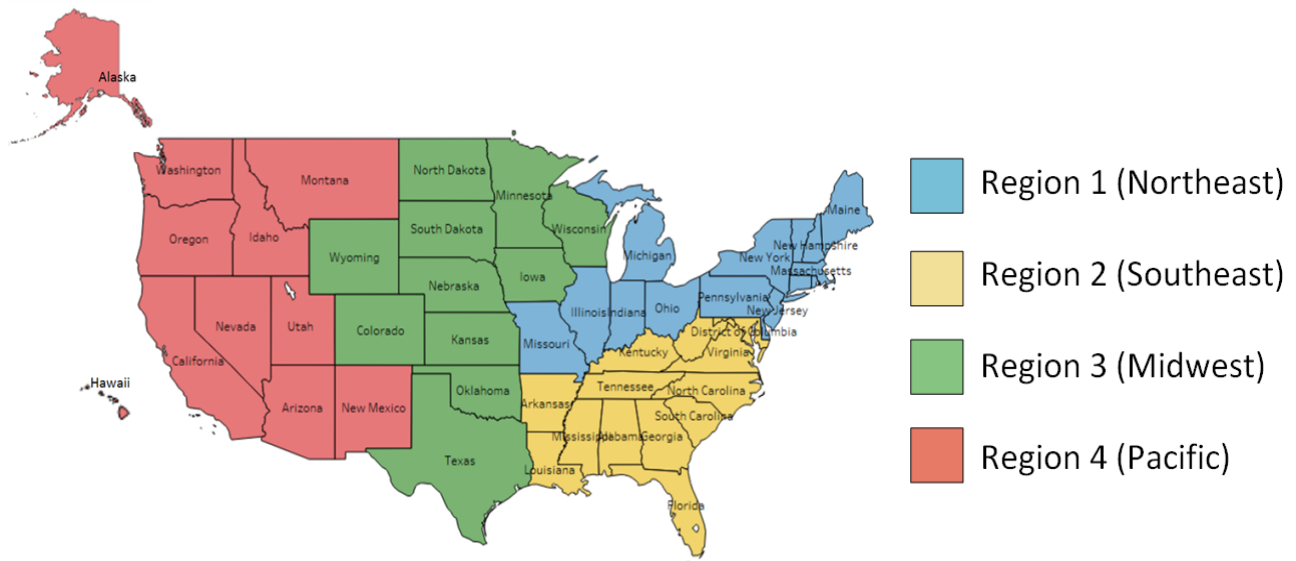
- 4.1 The period of performance is a base period of 12 months from the date of award, with nine subsequent 12-month option periods, subject to the availability of funds. Exercise of options will be made at the sole discretion of the Government. If VA chooses not to exercise an option, that shall not be deemed a termination of the contract.

5.0 PLACE OF PERFORMANCE

- 5.1 Performance shall take place at the Contractor's place of business and at the examination provider's place of business.

6.0 SCOPE OF WORK

- 6.1 This acquisition will acquire private-sector MDEs on behalf of VA. The Contractor shall provide all resources necessary to accomplish the deliverables described in the PWS, except as may otherwise be specified. The Contractor is to locate, subcontract, and train medical professionals in performing MDEs for Veterans in one or more of four geographic Regions. The Contractor shall document examination findings as provided in this PWS. The geographic areas (or VBA Regions) to be serviced by the contract(s) include Regions 1-4. Following are details for each of the VBA Regions:



MDE REGIONS 1-4

- 6.2 **Region 1 (Northeast):** To include Veterans that reside anywhere within the states of Connecticut, Delaware, Illinois, Indiana, Maine, Massachusetts, Michigan, Missouri, New Hampshire, New Jersey, New York, Ohio, Pennsylvania, Rhode Island, and Vermont. The total anticipated volume of examination requests for this region is 1.1 million over the 10-year life of the contract.

Disability claims for this region are, primarily, serviced out of the following VA Region Offices, although other VA Region Offices may administer the claim according to VA's National Work Queue program:

- Hartford, CT
- Chicago, IL
- Wilmington, DE
- Boston, MA
- Indianapolis, IN
- Togus, ME
- Detroit, MI
- Manchester, NH
- Newark, NJ
- Buffalo, NY
- New York, NY
- Philadelphia, PA
- Pittsburgh, PA
- Providence, RI
- Cleveland, OH
- White River Junction, VT
- St. Louis, MO

6.3 **Region 2 (Southeast):** To include Veterans that reside anywhere within the states of Alabama, Arkansas, District of Columbia, Florida, Georgia, Kentucky, Louisiana, Maryland, Mississippi, North Carolina, South Carolina, Tennessee, Virginia, and West Virginia. The total anticipated volume of examination requests for this region is 2.7 million over the 10-year life of the contract.

Disability claims for this region are, primarily, serviced out of the following VA Region Offices, although other VA Region Offices may administer the claim according to VA's National Work Queue program:

- Washington, DC
- Montgomery, AL
- Little Rock, AR
- St. Petersburg, FL
- Atlanta, GA
- Louisville, KY
- New Orleans, LA
- Baltimore, MD
- Jackson, MS
- Winston-Salem, NC
- Columbia, SC
- Nashville, TN
- Roanoke, VA
- Huntington, WV

6.4 **Region 3 (Midwest):** To include Veterans that reside anywhere within the states of Colorado, Iowa, Kansas, Minnesota, Nebraska, North Dakota, Oklahoma, South Dakota, Texas, Wisconsin, and Wyoming. The total anticipated volume of examination requests for this region is 1.9 million over the 10-year life of the contract.

Disability claims for this region are, primarily, serviced out of the following VA Region Offices, although other VA Region Offices may administer the claim according to VA's National Work Queue program:

- Denver, CO
- Wichita, KS
- Des Moines, IA
- St. Paul, MN
- Lincoln, NE
- Muskogee, OK
- Fargo, ND
- Sioux Falls, SD
- Waco, TX
- Houston, TX
- Milwaukee, WI
- Cheyenne, WY
- Albuquerque, NM
- Portland, OR
- Ft. Harrison, MT

6.5 **Region 4 (Pacific):** To include Veterans that reside anywhere within the states of Arizona, California, Idaho, Montana, Nevada, New Mexico, Oregon, Utah, Washington, Alaska, and Hawaii. The total

anticipated volume of examination requests for this region is 2.0 million over the 10-year life of the contract.

Disability claims for this region are, primarily, serviced out of the following VA Region Offices, although other VA Region Offices may administer the claim according to VA's National Work Queue program:

- Oakland, CA
- Los Angeles, CA
- Phoenix, AZ
- Seattle, WA
- Boise, ID
- Reno, NV
- San Diego, CA
- Honolulu, HI
- Anchorage, AK
- Salt Lake City, UT
- Albuquerque, NM

7.0 GENERAL REQUIREMENTS

- 7.1 The Contractor shall provide MDEs for VBA according to VBA standards, forms, and practices.
- 7.2 The Contractor shall be required to provide these services for Veterans residing (permanently or temporarily) within the geographical jurisdiction of the listed VAROs. In instances where support in new or different sites is required, the Contractor will be provided 180 days ramp-up time, unless negotiated, to hire and train additional personnel. Ramp-up performance consists of all the preparation activities, including but not limited to the following:
- a. Making capital expenditures;
 - b. Ensuring a qualified workforce is in place;
 - c. Conducting background investigations;
 - d. Establishing security clearances where applicable;
 - e. Providing appropriate training; and
 - f. Implementing the information technology support and security necessary to fully perform the requirements contained in the PWS.
- 7.3 The Contractor shall furnish all required services, facilities, and equipment required to perform the contract in accordance with the terms, conditions, and specifications contained herein at the established fixed price rates, with any incentive or disincentive to be determined in accordance with Section 12.0 of this PWS.
- 7.4 At no time, from the date of contract award through expiration or termination of the contract, shall two or more Contractors supporting the same Region maintain and affiliation or enter into an affiliation. Contractors shall be deemed “affiliates” if any of the circumstances below exists at any time during from the date of contract award through contract expiration:
- They are in a direct parent/subsidiary relationship;
 - They are participating in any joint venture;
 - They are organized under a common owner or parent entity; and/or
 - They have one or more major shareholders or owners in common. (A “major shareholder or owner” for this purpose is one who owns more than a 5% share or interest in the company).
- 7.5 The purpose of this requirement is to enable VA’s goal of maintaining two or more distinct and separately operated MDE contractors within the same geographic region, which will ensure redundancy of MDE support should one of the contractors within a given geographic region struggle or fail to meet minimum contract requirements. Additionally, this requirement will maximize the benefit of the exam request methodology and incentive structures (see Section 12.0) so that continuous improvement beyond the minimum performance standards may be realized; and will promote continued bona fide competition for the Government’s MDE requirements. Accordingly, the contractor shall provide advance notification to, and obtain the Government’s advance approval for, any proposed affiliations with other MDE contractors within the same geographical regions. In the context of this clause, “affiliations” shall be deemed to exist in any of the circumstances indicated in FAR 52.212-1 supplement and Attachment Y; as well as in the case where there is either (1) “significant overlap” of subcontractor provider exam networks with another MDE contractor within the same region; or (2) when a contractor uses in performance of its contract the same IT network as another

contractor also providing services under this contract in the same geographical region. A finding of affiliation between MDE contractors performing within the same geographical region, under any of these criteria, shall be considered a breach of contract; and shall represent grounds for default termination or other appropriate administrative action by the Government. For purposes of this provision, "Significant overlap" of subcontracted exam provider networks shall be deemed to exist when greater than 35% of a Contractor's subcontracted exam provider network mirrors that of another contractor's subcontracted network of exam providers within the same geographic region.

8.0 TASKS AND DELIVERABLES

- 8.1 Task One:** The Contractor shall provide a detailed Program Management Plan (PMP) presented in a briefing to the project team to present the Contractor's plan for completing the requirement. The Contractor's plan shall be responsive to this PWS and describe, in further detail, the approach to be used for the requirement to include all IT requirements. The PMP shall also address the Contractor's proposed Quality Assurance Plan (QAP) and how it will be applied throughout execution of the contract. The Contractor shall modify the PMP and QAP, as needed, to correlate to any contract or task order modifications made throughout the period of performance, providing an updated copy to the Contracting Officer's Representative (COR). The Contractor shall not commence performance on the tasks in this PWS until the Contracting Officer (CO) has conducted a kick-off meeting or has advised the Contractor that a kick-off meeting is waived. The kick-off meeting will be held in Washington, DC. Contractor travel will not be reimbursed for attending the kick-off meeting.

Deliverables (Task One):

8.1.1 Detailed PMP and QAP, including Briefing and Minutes

8.1.2 Kick-off Meeting, including Minutes

- 8.2 Task Two:** The Contractor shall provide a detailed Training Plan (TP) presented in a briefing to the project team to present the Contractor's plan for completing the requirement. The Contractor's plan shall be responsive to this PWS and describe, in further detail, the approach to be used for the requirement. The TP shall also address how it will be applied throughout execution of the contract. The Contractor shall modify the TP, as needed, to correlate to any contract or task order modifications made throughout the period of performance, providing an updated copy to the Contracting Officer's Representative (COR). The Contractor shall train all examiners, staff support and SubContractors who have routine contact with Veterans. Either hard or electronic copies of the documents are acceptable. The Contractor shall, in consultation with VA, prepare and implement a training program to provide:

- a. Basic overview of VA programs and available sources of Veteran assistance (can be found at <http://www.benefits.va.gov/benefits/>);
- b. DBQ/C&P Examination Worksheets;
- c. Office of Disability and Medical Assessment (DMA) Certification:
 - i. Certification training can be found at <https://www.vha.train.org>
 - A. VHA TRAIN is supported by the Veterans Health Administration Employee education System, an internal education and training program office in the Department of Veterans Affairs.
 - B. VHA TRAIN is an affiliate of the Public Health Foundation's national training platform for public health providers.

- ii. All DBQ/C&P providers must obtain the DMA General Certification through specific courses and materials provided via VHA TRAIN.
 - iii. Examiners who perform Initial Mental Disorders examinations shall take the DMA Initial Mental Disorders Examination;
 - iv. Examiners who perform Initial Post Traumatic Stress Disorders (PTSD) examinations shall take the DMA Initial Post Traumatic Stress Disorder (PTSD) Examination;
 - v. Examiners who perform Review Post Traumatic Stress Disorder (PTSD) examinations shall take the DMA Post Traumatic Stress Disorder (PTSD) Review Examination or DMA Initial Post Traumatic Stress Disorder (PTSD) Examination;
 - vi. Examiners who perform Review Mental Disorders exams shall take either the DMA Mental Disorders Review Examination OR DMA Initial Mental Disorders Examination;
 - vii. Examiners who perform Musculoskeletal examinations (Joints, Feet, or Spine) shall take the DMA Musculoskeletal Examination; and
 - viii. Examiners who perform Traumatic Brain Injury (TBI) examinations shall complete the DMA TBI training module.
 - ix. All examiners shall complete military sexual trauma (MST) protocol training, DMA Military Sexual Trauma and the Disability Examination Process, in VHA Train.
 - x. All medical examiners will complete the mandatory Gulf War Examination (GWE) training course in VHA Train.
 - xi. All medical examiners shall complete aggravation opinions training course in VHA Train.
 - xii. All medical examiners shall complete medical opinions training course in VHA Train.
- d. The Contractor can utilize Talent Management System (TMS) to obtain training for:
- i. VA Information Security and Privacy Awareness training, including annual refresher training (contract examiners are not required to complete this course);
 - ii. General Privacy training (contract examiners are not required to complete this course); and
 - iii. Any additional VA cybersecurity or privacy training as required in addition to DMA certification for examiners.
- e. All personnel who have access to VA systems and/or regular interactions with Veterans being served by the Contractor must submit to all training as outlined in Section 8.2(c)(i);
 - f. The Contractor shall submit to the COR the required security paperwork for each employee and/or SubContractor.
 - g. While security paperwork is being processed for contract personnel, the Contractor and SubContractor personnel may access the <https://www.vha.train.org> site to complete the DMA certification, and the VA TMS (<https://www.tms.va.gov/learning/user/login.jsp>) site to complete Privacy and HIPAA Training the VA Privacy and Information Security Awareness and Rules of Behavior course, and training on the core claims adjudication process. Contractors must follow policies and procedures outlined in VA Directive 6500,

Information Security Program; and VA Handbook 6500.6 (See Section 19.0 (Security) for further details).

- h. The Contractor shall maintain and track all training and certifications for its personnel and SubContractor(s). Any SubContractor personnel can use TMS and VHA TRAIN for training purposes. The Government may request information regarding training and certification at any time during the period of performance.
- i. The Contractor shall prepare a detailed Training Plan to provide the required education. Training should reinforce an understanding of relevant VA requirements, regulations, and the necessity for Quality Assurance. The training plan shall include the Contractor's approach to ensuring all project-related employees and SubContractors are adequately trained. Reference Section 14.0 (Training) for additional training information. The Contractor shall maintain a current training plan throughout the period of performance. Updates to the training plan are required as new or revised worksheets are developed by VA.

Deliverable (Task Two):

8.2.1 Training Plan

8.3 Task Three: The Contractor shall locate and subcontract with qualified examiners to conduct MDEs in response to examination requests received from VA. Reference Section 10.0 (Examination Requirements), of this PWS, for additional requirements pertaining to examination requests.

- a. The Contractor shall follow the requirements outlined in the DBQ/C&P examination worksheets including any requirements for examinations to be performed by specialists. Examination worksheets are subject to change and the Government will notify the Contractor of any changes to the worksheets via email. All examinations and associated reports must be completed and returned to the requesting VARO in accordance with the performance standards detailed in Section 12.0 (Performance Requirements Summary).
- b. If the Examination Worksheet or DBQ, as applicable, requires an examiner to conduct an examination of a Veteran to determine suitability for a particular diagnostic test, then the Contractor shall not schedule such diagnostic test prior to the Veteran's examination unless preauthorized by the requesting facility. The list of rules for ordering diagnostic tests is identified in Attachment O, Rules for Triggering Diagnostic Tests and Additional Examinations and Attachment P, Examinations with Accompanying Ancillary diagnostic Tests. The Contractor shall get approval from the COR via email for any additional testing or examination that is not preauthorized or addressed during the triage process.
- c. The Contractor shall post all completed examination reports to the Contractor's secure website daily. Once VBMS Integration is fully implemented, completed examination reports (i.e. DBQs, non-DBQ worksheets and associated diagnostic and test results) shall be posted as they are finalized per contention and not held until all examination reports for the request are completed. Upon contract award, the Contractor shall provide VA Office of Information Technology (OIT) with information to access the Contractor's secure website (see Sections 27.0, 28.0, and 29.0) for daily download. In addition, the Contractor shall send the completed examination worksheet (including diagnostics) and other examination data and results (e.g., laboratory tests and X-ray reports) to the IT systems identified by VA with the date and time the examination was completed. The Disability Benefit Questionnaires

(DBQ) exam results, non-DBQ worksheets and diagnostics will be transmitted to VA using the Data Access System (DAS) as described in Section 29.0, DAS File Transfer.

- d. The Contractor shall provide daily status updates on the status of scheduling requested examinations. Specifically, the Contractor shall make available to VA a method by which VA may obtain a real-time status for any or all examination requests that are in any stage of completion with the Contractor. VA requires that this be a component of the Contractor's secure management information system. This is not a separately priced deliverable, but shall be a feature of the Contractor's secure management information system.

Deliverable (Task Three):

- 8.3.1 Completed Examination Worksheet (including diagnostics) and other examination data and results (e.g., laboratory tests and X-ray reports)
- 8.3.2 Daily Status Update (available in Contractor's secure management information system)

8.4 Task Four: The Contractor shall provide the following status reports:

- a. The Contractor shall provide a consolidated monthly status report of examination requests sorted by site. These monthly status reports shall include overall and site-specific data for the month and cumulative amounts year-to-date for the following:
 - i. Listing of Examination Worksheets to fulfill the exam requests by VA (showing distribution by site and by the type of worksheet);
 - ii. Number of Examination Worksheets completed by Contractor (showing distribution by site and by the type of worksheet);
 - iii. Number of examinees (i.e., Veterans requested to be seen for examination (showing distribution by site);
 - iv. Number of examinees (i.e., Veterans for whom examinations were completed (showing distribution by site);
 - v. Number of examination reports pending with a list of the pending examination requests (to include claim number, name, and date of request);
 - vi. Average time from receipt of examination request to delivery of completed request (CAATS) or DBQ worksheet (VBMS);
 - vii. Listing of rescheduled examinations, examinations cancelled for failure to report, and refusal to report (including the related Centralized Administration Accounting System (CAATS) Document ID examination # for requests submitted through CAATS and including the related Universally Unique Identifiers (UUIDs) for requests submitted from the Veterans Benefits Management System (VBMS)); (Failure to report is a No Show, Refusal to Report is a cancellation and shall be coordinated with the servicing Regional Office);
 - viii. Up-to-date status of all examiners with a statement verifying that individual licenses and/or credentials have not been revoked and that disciplinary proceedings involving professional conduct are not pending (Please see Attachment B;
 - ix. List any problems that arose and a statement explaining how the problem(s) was resolved or explanation of why it has not been resolved (including the related CAATS

Document ID examination # for requests submitted through CAATS and including the related UUIDs for requests submitted from VBMS);

x. Cancellation Rate/Reason:

A. Provide cancellation rate (percentage) for each site, including a categorized reason for cancellation and a percentage for each category (Cancellation reasons to be provided at the request level, the contention level or the appointment level as appropriate):

- I. Cancelled at Veteran's request;
- II. Cancelled at request of Site/VA;
- III. Veteran relocated;
- IV. Veteran unavailable;
- V. Unable to contact Veteran;
- VI. Examination restricted by contract;
- VII. Veteran deployed;
- VIII. Medical record not received;
- IX. Duplicate request;
- X. Veteran is deceased;
- XI. Outside contracted Site jurisdiction;
- XII. No Show; and
- XIII. Other: Free text for any reason not listed

B. Provide cancellation rate (percentage) for the Region, including a categorized reason for cancellation and a percentage for each category (Cancellation reasons to be provided at the request level, the contention level or the appointment level as appropriate):

- I. Cancelled at Veteran's request;
- II. Cancelled at request of Site/VA;
- III. Veteran relocated;
- IV. Veteran unavailable;
- V. Unable to contact Veteran;
- VI. Examination restricted by contract;
- VII. Veteran deployed;
- VIII. Medical record not received;
- IX. Duplicate request;
- X. Veteran is deceased;
- XI. Outside contracted Site jurisdiction;
- XII. No Show; and
- XIII. Other: Free text for any reason not list.

xi. Average Days pending Work in Progress (WIP) for each Regional Office.

b. The Contractor shall also maintain individual and aggregate examination request status information (including the related CAATS Document ID examination # for requests submitted through CAATS and including the related UUIDs for requests submitted from VBMS) accessible online by the VAROs and VACO. In addition to

information about work completed during the preceding month, each report will present the work to be accomplished during the subsequent month.

- c. Site visit information as specified in Section 13.0.
- d. Monthly data on all examinations scheduled further than the 50 miles for non-specialist and 100 miles for specialist examinations
- e. The Contractor shall provide a monthly market saturation report, to include an active provider list quarterly, using the standard format as provided in Attachment J.
- f. The Contractor shall provide a monthly report of any case that is older than 20 days, along with mitigation plan to resolve, using standard format in Attachment W
- g. The Contractor shall provide reconciliation reports between vendor system and VA systems.
- h. The Contractor shall provide ad-hoc reporting at no additional charge as required by PMO (for example, when natural disasters occur, when requests for information are submitted by outside entities, when special situations involve investigating alleged issues with examinations).
- i. The program office is requesting that a new data column be added to the CAATS daily feed being report to PA&I. We are asking that you provide a new column that identifies the date in which an inadequate/insufficient quality assessment was received for a completed exam. Please use the following format and add this new column at the end of the record. (The format to be used for the date field is "MM/DD/YYYY HH:MM:SS AM". We would ask this format to be used for all the date fields included within the Vendor files) The initial transmission with this new column should include all historical inadequate/insufficient transactions going back to January 1, 2016, to the current date.
- j. VBMS daily error reporting.

Deliverable (Task Four):

8.4.1 Monthly Status Reports

8.4.2 Daily reporting

- 8.5 **Task Five:** The Contractor shall inspect all facilities where MDEs are conducted to ensure compliance with the Americans with Disabilities Act (ADA) and Occupational Safety and Health Administration (OSHA) guidelines. The Contractor shall provide an annual certified statement of verification of ADA and OSHA compliance. The Contractor shall also provide a Quarterly Report certifying the ADA and OSHA compliance of any new facilities added during that preceding quarter. This requirement applies to exams conducted within the United States, including its territories, possessions, and the Commonwealth of Puerto Rico, and does not apply to exams conducted outside of these locations. Also, see Section 17.2 regarding licensed facilities.

Deliverable (Task Five):

8.5.1 Annual Facility ADA/OSHA Certification Statement

8.5.2 Quarterly New Facility ADA/OSHA Certification Report

- 8.6 **Task Six:** The Contractor shall develop a process for disseminating training and credentialing information for vendor subcontracted clinicians to all Veterans attending a contract examination or

receiving a medical opinion or Acceptable Clinical Evidence (ACE) exam. This information shall be documented in the examination notification letter sent to the Veteran prior to their appointment. For examinations not requiring an examination notification letter, vendors shall send a notification to the Veteran informing them that VA has requested a medical opinion or ACE exam for their claimed condition. In the event that the examiner changes after the original letter goes out, the Contractor shall send an updated letter to the Veteran with the required information for the new examiner. They shall provide training and credentialing information for the examiner in that letter. Information to be included is as follows: Provider Name, Specialty/Field, Provider Type (MD, PA, etc.), License Number, State of Licensure, Board Certifications, Education, years of medical experience, years of VBA compensation related experience, and all compensation and pension related training received. These letters shall be transmitted to VBMS as an Attachment to the DBQ and will become part of the Veterans record.

Deliverable (Task Six):

8.6.1 Training and Credentialing Information via Exam Notification Letter or Medical Opinion/ACE Notification Letter.

8.7 Schedule of Deliverables:

Deliverable	Due Date
Detailed PMP and QAP, including Briefing and Minutes <i>Task One/Deliverable 8.1.1</i>	5 business days after contract award
Kick-off Meeting, including Minutes <i>Task One/Deliverable 8.1.2</i>	Kick-off Meeting to be held 5 business days after contract award; Minutes to be delivered within 5 business days after the Kick-off Meeting
Training Plan <i>Task Two/Deliverable 8.2.1</i>	5 business days after contract award
Completed Examination Data and Worksheet Results (including diagnostics) <i>Task Three/Deliverable 8.3.1</i>	20 calendar days after receipt of examination request (for DBQ/C&P examinations) 30 calendar days after receipt of examination request (for Incarcerated Veterans)
Daily Status Update <i>Task Three/Deliverable 8.3.2</i>	Each Business Day
Monthly Status Reports <i>Task Four/Deliverable 8.4.1</i>	10th calendar day of each month
Monthly Invoice Report <i>Deliverable 9.19</i>	10th calendar day of each month

Annual Facility ADA/OSHA Certification Statement <i>Task Five/Deliverable 8.5.1</i>	15 calendar days from contract award; 15 calendar days from the beginning of all exercised option periods
Quarterly New Facility ADA/OSHA Certification Report <i>Task Five/Deliverable 8.5.2</i>	15 calendar days from the end of each quarter
Training and Credentialing Information via Exam Notification Letter or Medical Opinion/ACE Notification Letter <i>Task Six/ Deliverable 8.6.1</i>	See section 8.6 This is due with each notification letter, medical opinion, or ACE examination.

9.0 SPECIFIC REQUIREMENTS

- 9.1 **Ordering:** Individual Examination requests are entered into a VA information system and sent to Contractors through a secure file transfer process. Initially, requests will be entered in the Centralized Administration Accounting System (CAATS). When VBMS replaces CAATS, individual examination requests are entered in VBMS and sent to the Contractor through the Data Access Service (DAS). The transition from CAATS to VBMS may be staged and require requests from both CAATS and VBMS to be supported at the same time. This transition will be coordinated with the Contractor (refer to Section 29). Contractors shall invoice monthly based on the actual examinations completed. The COR will verify invoices to ensure services were completed and billed in accordance with the contract and task order. The COR will also monitor the task order funding and request an order modification if additional funding will be required. Communications regarding issues with the transmission or transmission time of CAATS requests be sent to the [Mandatory Contract Examination Inquiries mailbox](#) with a copy sent to your COR. Do not contact the CAATS team directly.
- 9.2 **Veteran Travel Expenses:** VA provides mileage reimbursement/rate information in VA Health Care Fact Sheet 16-2, and all mileage reimbursement must follow that guidance. The Contractor shall make payments for travel expenses incurred by Veterans traveling to an authorized health care facility for a scheduled compensation and pension examination. Veteran and Active Duty status will be determined by the Release from Active Duty (RAD) date entered into the CAATS or VBMS examination request. Examination appointments completed after the RAD date will be eligible for travel reimbursement. Such payments shall be made in accordance with 38 U.S.C. § 111 and governing regulations. VA will ensure appropriate oversight of these payments by requiring submission of all required travel documentation and periodic audits of the transactions involving these expenses. VA will reimburse the Contractor monthly based on and equal to the amounts paid to Veterans under this provision. Mileage shall be calculated using directional mapping tools, such as Google Maps (<https://www.google.com/maps>), MapQuest (<http://mapquest.com>), or Bing Maps (<https://www.bing.com/maps>). Air travel for Veterans in remote geographical areas in Alaska and Hawaii (Island of Molokai), overnight stays, or travel by special modes of transportation for examinations may be authorized upon written request with supporting rationale from the Contractor to be approved by the COR. Special mode of transportation is defined as an ambulance, ambulette, air ambulance, wheelchair van, or other mode of transportation specially designed to transport disabled persons (this does not include a mode of transportation not specifically designed to transport disabled

persons, such as a bus, subway, taxi, train, or airplane). A modified privately-owned vehicle, with special adaptive equipment and/or capable of transporting disabled persons is not a special mode of transportation.

9.3 Additional travel instructions to Contractor for remote Alaska Veterans who need travel arrangements through the VAMC:

- a. Contractor will provide Veteran with Travel Office phone number (907-257-4738) and inform them that the Anchorage VAMC's Travel Office will be assisting them with travel arrangements
- b. Contractor will send the following information to the COR and their designee:
 - i. Veteran name
 - ii. Veteran last 4 digits of SSN or Claim number
 - iii. Veteran date of birth
 - iv. Veteran address
 - v. Veteran phone number
 - vi. Exam date
 - vii. Exam location (with address)
- c. If any update to the Veteran's appointment is made (reschedule, cancel, etc.), Contractor will notify the COR and their designee immediately
- d. Changes to this procedure will be provided to the Contractor in writing by the COR.

9.4 **No Show Service Charges:** Service charges for partial no shows or complete no shows (see B.3 Schedule of Prices for definition), and test and procedures adjustment percentage must be listed under the Schedule of Prices. The Contractor may not charge fees for any cancellation of an examination due to Declared State of Emergency, either State or Federally declared or severe weather condition.

9.5 **Unit Pricing:** The "unit prices" for tests, laboratory work, procedures, and x-rays are the agreed upon percentage outlined in the line items found in Section B.3 Schedule of Prices. At the time of invoice the agreed upon percentage will be applied to the current National Medicare baseline using the applicable Current Procedural Terminology (CPT) code to determine the "unit price" at the time of service performance. The current National Medicare baseline is defined as the National Medicare baseline at the time the test, lab, procedure or x-ray was performed. The National Medicare baseline is the nationally uniform relative value of the service for physician work.

9.6 The formula used to determine the billable amount is as follows:

$$\text{Reimbursement Rate} = (\text{Work RVU} + \text{Practice RVU}) * \text{Conversion Factor}$$

$$\text{Billable Amount} = \text{Reimbursement rate} \times \text{proposed percentage in Schedule of Prices}$$

9.7 In cases where a CPT code lacks a "Work RVU", the formula used to compute the CPT price should have the Mal-Practice RVU component removed prior to following through with the adjusted formula to determine the new "reimbursement." This "reimbursement" is then multiplied by the percentage found in the Schedule of Prices to determine the billable amount.

9.8 The current National Medicare baseline is published annually on the following web site: <http://www.cms.gov/>. A comprehensive list of CPT codes can be found at <http://www.ama-assn.org/>. For laboratory unit prices, the Contractor shall utilize the Clinical Laboratory Fee Schedule, from the Centers for Medicare and Medicaid Services (CMS). The national limit applies for purposes of identifying unit cost. The CPT Manual defines a procedure as being performed by a provider and tests

as being performed by a technician. For VA purposes, neuropsychiatric testing shall be performed by a psychologist or psychiatrist.

- 9.9 **Specialty Examinations:** The Contractor shall use the DBQ/C&P worksheets provided by VA as the standard for all evaluations. These worksheets may be found at the following website: <http://vbacodmoint1.vba.va.gov/bl/21/dbq/default.asp>. The Contractor shall provide, based on specific VA request, the full range of medical disability examinations for the following areas:

- a. Musculoskeletal;
- b. Organs of sense;
- c. Infectious, immune, and nutritional deficiencies;
- d. Respiratory;
- e. Cardiovascular;
- f. Digestive;
- g. Genitourinary;
- h. Gynecological and breast; hemic and lymphatic;
- i. Skin;
- j. Endocrine;
- k. Neurologic;
- l. Mental disorders; and
- m. Dental and oral examinations.

- 9.10 Based on specific VA request, special purpose examinations shall be provided including: cold injury protocol, traumatic brain injury (TBI), and aid and attendance or housebound status examinations. Audiology, dental, eye, and mental examinations must be conducted by specialists in those fields. Specialists able to perform initial TBI examinations (TBI examinations where a previous diagnosis of Traumatic Brain Injury does not exist) are Psychiatry, Neurology, Neurosurgery, and Physiatry and who have training and experience with Traumatic Brain Injury. Additionally, specialists in audiology are needed to evaluate any issue related to tinnitus due or hearing loss that may be a residual of a TBI, and an ophthalmologist or optometrist would be required to evaluate residuals of a TBI that affected the eyes. Examinations for the residual effects of TBI, where a traumatic brain injury has been diagnosed by a Neurologist, Neurosurgeon, Physiatrist or Psychiatrist may be conducted by a generalist, who is C&P certified and has taken and passed the TBI DMA course. A 'generalist clinician' refers to a physician, physician's (PA) assistant, or nurse practitioner (NP) who, while licensed to practice, does not specialize in one discrete area of medicine. A generalist does not include a psychologist who may only perform mental health examinations. General Medical Examinations may be completed by NPs and PAs under the supervision of a physician where applicable. All other body systems claimed conditions examinations do not need to be conducted by specialists unless specifically requested on an individual case basis by VA. Scheduling at a central or SubContractor's facilities is at the Contractor's discretion.

- 9.11 The Traumatic Brain Injury DBQ/C&P examination worksheet allows for evaluation of any and all potential residuals of traumatic brain injury. The evaluation includes a comprehensive examination to document all physical or mental effects. Specialist examinations may be needed as indicated for evaluation of residuals involving the eye, audiology, and mental/cognitive and/or psychological issues. TBI Cognitive and /or any neuropsychologic assessment must be performed by a psychologist and/or psychiatrist. Subsequent specific neuropsychologic testing generated from the initial cognitive/neuropsychologic assessment will be performed by a psychiatrist and/or psychologist.

9.12 **Non-Specialty Examinations:** Non-specialty examinations are grouped into the following categories:

- a. Comprehensive General Medical Examinations (CLIN 0001A): Represents complete base-line examinations covering all parts of the body. Cold injury protocol examinations and aid and attendance or housebound status examinations when requested are also included in the Comprehensive General Medical Examination category. All costs for Ancillary Diagnostic Tests (procedures, tests, laboratory work, and X-rays) are to be invoiced under CLIN 0017. Diagnostic testing will vary depending on the individual being examined. Approved diagnostic testing includes but is not limited to:

- i. Audio Screening;
- ii. Snellen's Visual Acuity Screening;
- iii. Hem Occult;
- iv. PSA;
- v. EKG;
- vi. Chest X-Ray;
- vii. Lipid panel: CBC;
- viii. Lipid panel: CMP;
- ix. Hepatitis C Screening;
- x. Urinalysis;
- xi. PAP Smear;
- xii. HIV Screening;
- xiii. Fasting Glucose; and
- xiv. Rapid Plasma Regain (RPR).

9.13 **Other Examination Conditions:** Examinations for the following categories will be required on an infrequent basis, and will be agreed upon in advance by the COR and the Contractor:

- a. Examinations requiring hospitalization or surgical evaluation, such as colonoscopy or endometriosis needing laparoscopy;
- b. Protocol examinations for former Prisoners of War;
- c. Veterans residing in VA domiciles/nursing homes;
- d. Veteran is an employee of the contract examination vendor scheduled to conduct the examination;
- e. Exposure to environmental hazards (note examinations for current disability levels for presumptive conditions related to Agent Orange, CLCW, etc., with no medical opinion required will still be submitted).
- f. Pregnant Veterans;
- g. Veteran is a VA Central Office employee;

9.14 The examinations listed at Section 9.6 are considered General Medical Examinations and do not include the Specialty Examinations listed at Section 9.5, of this PWS. The Contractor shall invoice under the appropriate General Medical Examination CLIN for the examinations listed at Section 9.8. For examinations performed for incarcerated Veterans, the Contractor may invoice against CLIN 0022A for reasonable travel expenses in accordance with Section 13.0 (Travel). The Contractor may also invoice for reasonable travel time under CLIN 0022B. Travel time includes the time of the examination provider in traveling directly from his or her primary place of work or residence to the prison facility, completing any entrance process to meet with the Veteran, and return travel directly to the examination provider's primary place of work or place of residence. Travel time does not include the time spent

performing the examination. Travel time does not include any unrelated diversion during the travel for purposes other than attending the examination. Examples of a diversion that shall not be included in travel time are stopping for coffee while en-route, stopping to re-fuel the vehicle, or receiving a speeding ticket while en-route. When invoicing for travel time under CLIN 0022B, the Contractor shall include documentation sufficient to support the cost. Pricing for CLIN 0022B is a fixed price labor hour rate multiplied by the time spent in travel, as described in this PWS.

- 9.15 To assist Veterans and Service members with receiving timely decisions on disability claims, the Department of Veterans Affairs has identified the following claims that require priority processing. If the claim is receiving priority processing the information will be annotated in the Veterans Benefits Management System (VBMS) under the "Veteran Flashes" and the examination request that was submitted by the Regional Office (RO). These flashes will be identified within the comments section of a CAATS examination request.
- 9.16 The types of claims that require priority processing:
- a. A participant in the Decision Ready Claim (DRC) Program (Examination requests for DRC are submitted prior to a Veteran submitting a claim to VA. DRC is an expedited claim process for VA)
 - b. a participant in the Fully Developed Claim Program
 - c. homeless or experiencing extreme financial hardship
 - d. terminally ill
 - e. more than 85 years old
 - f. a former Prisoner of War (FPOW)
 - g. claims that have been pending for more than one year
 - h. Integrated Disability Evaluation System claims, and
 - i. Dependency and Indemnity Compensation claims.
- 9.17 Additionally, claims are expedited from any current or former member of the Armed Forces who:
- a. Became very seriously ill or injured/seriously ill or injured (VSI/SI) during service and is not already receiving VA disability benefits,
 - b. Is diagnosed with Amyotrophic Lateral Sclerosis (ALS) or Lou Gehrig's Disease,
 - c. Is FPOW, or
 - d. Received the Medal of Honor.
- 9.18 Contractor shall ensure priority is placed on requests identified by the COR or on the examination request for priority processing.
- 9.19 **Proximity:** The Contractor shall schedule examinations as close to the Veteran's home of record as feasible, but no further than 50 miles for non-specialist examination and 100 miles for specialist examinations. Authorization may be granted for additional mileage when the Veteran expressly indicates their willingness to exceed the above limits. The Veteran's express consent must be a part of the record when the mileage limitation is exceeded. VBA will not allow for mileage exceptions for any other reason. Vendors' proposals should reflect the level of effort necessary to meet this requirement. For Regions 1-4, the Contractor shall reimburse the Veteran for mileage traveled in accordance with Section 9.2, of this PWS. The Veteran's proximity to the examination site and travel time requirements are of higher priority than reimbursement costs. In lieu of scheduling an in-person examination, vendor examiners will have the option to complete a DBQ based on a review of existing paper and/or electronic medical evidence provided by VA and/or available in VBMS. They may also conduct a

telephone interview with the claimant. Examinations based upon the medical records and history without an in-person clinical examination or testing are known as Acceptable Clinical Evidence (ACE) examinations or the ACE process. The ACE process is only to be used when VBA has not specified in the exam request that an in-person examination be conducted and when the examiner/clinician determines that sufficient medical evidence exists to complete the evaluation.

- 9.20 **Advance Notice:** The Contractor shall schedule all examinations. The Contractor shall contact the Veteran via telephone within three business days of receipt of the order to schedule appointments. The volume of requests per month may vary. At a minimum service level, the Contractor shall notify the Veteran of the exam via telephone, electronically secure method, or a mailed postage-prepaid letter.
- a. Once scheduled, the Contractor shall confirm the appointment with the Veteran by letter dispatched by a method to ensure receipt by the Veteran at least five business days prior to the scheduled appointment.
 - b. When a Veteran verbally agrees via telephone to attend an expedited examination, verbal confirmation of attendance to the appointment is acceptable in lieu of the five business days' notice. The Contractor must still provide written notice of the appointment by an electronic method (email or text message), or a mailed postage-prepaid letter.
 - c. For examinations scheduled when the Contractor was unable to verbally confirm the appointment with the Veteran, the appointment information must be sent by letter dispatched by a method to ensure receipt by the Veteran at least five business days prior to the scheduled appointment.

The Contractor shall post to the Contractor's website proof of confirmation, (an email read receipt, certified letter receipt signature, cellular text message, or verbal confirmation) that the Veteran received the appointment notification. The Contractor must also provide the Veteran with a follow-up notice of the appointment(s) by 24 to 48 hours before the scheduled appointment via telephone or electronically secure methods. The Contractor shall document all attempts to reach the Veteran. If the Contractor is unable to reach the Veteran, via telephone within three business days, the Contractor shall schedule the examination within a reasonable time, taking into account the Veteran's interest and the examination report delivery requirements noted above. Notification letters shall comply with the requirement in Section 8.6 Task Six. The Contractor shall upload a copy of the exam notification letters into VBMS.

The Contractor shall upload a copy of the requested DBQ to VBMS with "No Show or Failure to Report" listed in the DBQ, if applicable. The required file format for posting the notice to the Contractor's site is .pdf and the posting must be § 508 compliant. Once the Exam Management functionality has been fully deployed, the Contractor shall submit a request to cancel a contention based on failure to report within VBMS and VBMS automatically places a pdf document in the eFolder recording the cancellation of the contention due to failure to report. For ACE evaluations, the vendor will provide a one-time unique provider identification number on the examination notification letter. The vendor/provider will confirm the unique PIN with the Veteran prior to the telephone evaluation.

- 9.21 **Services:** The Contractor shall provide examining physicians, examination facilities, available lab testing, and necessary support staff. See Section 17.0 (Licensing and Accreditation) for qualifications required by examining physicians. The Contractor shall also provide general medical administrative services to include: scheduling examinations; providing notification to the individual to be examined; and electronic transmission of examination reports. Upon request by the Government, the Contractor

shall provide a copy of the examination notice letter documenting the mailing address used for any examination cancelled for failure of an individual to report for examination (or certification of telephone notification).

- 9.22 **Veteran Files:** The Contractor shall scan the entire claims folder from VBMS, disregarding the documents noted below. The entire claims folder shall be made available to the medical professional conducting the examination in a secure, electronic manner. The examiner's review is not limited to the evidence identified by VBA or the Contractor's triage team (i.e. tabbed evidence). For VBMS requests, the VA will have the medical records available in VBMS the same day of the exam request. If the electronic claims folders are not available through VBMS the same day as the exam request, the Contractor may submit an examination clarification request. Note if the examination request was submitted via CAATS, the examination request may be cancelled if the electronic claims folder is not available. Hard paper claims folders are very rare and will be sent to the Contractor on a very limited basis.

The following list of documents may be disregarded from a downloaded Veteran's electronic VBMS record:

- i. Education;
- ii. Transmittal Cover Sheets;
- iii. Fax Coversheets;
- iv. Blank Envelopes;
- v. VA Memos;
- vi. Computer Screen Error Messages;
- vii. Returned Mail;
- viii. Vetsnet Award Print;
- ix. Birth Certificates;
- x. Bank and Investment Account Statements;
- xi. Divorce Certificates and proceeding Documentation;
- xii. Driver's License;
- xiii. Social Security Cards;
- xiv. Social Security Statements;
- xv. Income Tax Returns, Tax related documents;
- xvi. Vendor Invoices, all invoices;
- xvii. VA 21-686c Declaration of Status of Dependents;
- xviii. Financial Actions (waiver, requests, check replacement requests, check reissued, finance letters);
- xix. SHARE Print Screens;
- xx. Report of School Attendance, Request for Approval of School Attendance;
- xxi. Marriage Certificates;
- xxii. Bureau of Prisons/Fugitive Felon Information;
- xxiii. VA 4-1837 Decision of Waiver on Indebtedness;
- xxiv. FOIA Privacy Act Request;
- xxv. VA 21-4142 Authorization for Release of Information;
- xxvi. VA 21-8947 Compensation and Pension Award; and
- xxvii. Prison Convict Information.

If recent test results are submitted to VA by the Veteran, the results will be forwarded to the Contractor and should be reviewed by the provider, at no additional cost to the VA. Diagnostic tests should not be repeated unless there is indication of recent changes in the condition examined. As outlined in Section 10.4, if a test is required for diagnosis and is not documented in the record, the test should be conducted. A nondiagnostic test should not be repeated unless required by the examining clinician to determine the severity of a condition. See Attachments N & O for tests that should accompany an exam. A copy of test results pertinent to the conditions evaluated by the physician shall be submitted to VA along with completed exam reports.

- 9.23 **Telephone Access:** The Contractor must provide toll-free telephone access to its administrative office from 7:00 a.m. to 7:00 p.m. Monday-Friday, excluding Federal Holidays.
- 9.24 **Electronic data access:** The Contractor shall provide VA access to its secure Management Information System for real-time status information such as Veteran examination requests. The Contractor shall provide information technology capability to receive on-line examination requests, messages from VACO, maintain status information accessible by VAROs and VACO, maintain completed examination reports accessible in a database for a period of not less than 18 months, and return completed examination reports electronically to VA. The Contractor shall post sensitive examinations (i.e., for sensitive-level claimants identified by VA) such that they are accessible only to VACO and designated VARO employees. Contractor shall comply with requisite VA data/privacy security policy having the required security controls to safeguard Veterans' sensitive personal information (SPI).
- 9.25 **Encryption Capability:** The Contractor shall have the capability to send and receive encrypted e-mail in accordance with VA standards. The Contractor shall provide relevant e-mail addresses to the VAROs and VACO. See Section 19.0 (Security) for relevant standards.
- 9.26 **Workload File:** Within 60 – 90 days after contract award, the Contractor will receive an encrypted text file electronically (format predetermined by VA) containing the initial examination requests, and must process the initial and all subsequent examination requests on a daily basis. Daily workload will fluctuate based on current VA workload trends that are always subject to change.
- 9.27 **Billing Error Resolution:** The Contractor shall resolve bills sent by mistake to Veterans or to a Veteran's insurance company, related to examinations within 10 business days of identification of the error.
- 9.28 **Examination Request Process:** An examination request is defined as the formal request by the Government for the Contractor to schedule and perform a medical disability examination with a Veteran. This section describes the procedures by which an examination request is made. The Contractor shall accept all examination requests immediately after upload. Acceptance of the examination request begins the examination timeliness point described below and at Section 12.0. (See Attachment L for a sample examination request.) For Contract Medical Disability Examination requests that require further clarification, the Contractor shall contact the requesting VARO Examination Coordinator. The VARO must respond to requests for clarification within 2 business days or the Contractor may cancel the examination request. If response by VARO Examination Coordinator is unsatisfactory and will unnecessarily delay/prevent/interfere with completion of request obligation(s), the Contractor will then notify the CO and COR.

Initially, requests will be entered in CAATS (reference Attachment N). VBMS will replace CAATS and then individual examination requests are entered in VBMS and sent to the Contractor through the Data Access Service (DAS). The transition from CAATS to VBMS may be staged and require requests from

both CAATS and VBMS to be supported at the same time. This transition will be coordinated with the Contractor (refer to Section 29).

9.28.1 CAATS Request Submission Process

Requests submitted using CAATS will use the following validation and triage process:

- a. The Contractor shall accept each request as it is uploaded. All examination requests that are accepted and ultimately completed will have timeliness measured from the time the request is uploaded into the Contractor's environment.
- b. The validation process is performed by the Contractor upon receipt and acceptance of the request file in the Secure File Transfer Protocol (SFTP) folder. Electronic checks are performed to ensure that the request file is able to be processed. If the request passes the systematic validation, the date the file was uploaded to the Contractor's environment is the time at which the timeliness calculation is triggered. If, after initial acceptance of the request, it is determined that the request is a duplicate request or a request with an invalid format and/or missing data, the vendor may reject and return the request to CAATS. Valid requests continue to the triage process.
- c. The CAATS system will update the status of exam requests to Submitted to Contractor after the exam requests within the file are successfully FTP to the vendor's system.
- d. The triage process follows initial acceptance of the file and consists of a Contractor review of the request and results in one of the following actions: Reject or Cancel. The Contractor shall have 48 hours to perform its triage and reject the request. The Contractor may cancel the request at any time in accordance with Section 9.18(g). If, after initial acceptance of the request, the exam request is rejected or cancelled as a result of the triage process, then the rejected or cancelled file will not be factored into the Contractor's timeliness standard calculation.
- e. Accept: The Contractor shall use the current date as the date of request for all accept / reject / cancel information returned back to the VA through a CAATS file transfer.
 - i. When a request is accepted, the date of request is set to the current date.
 - ii. If the triage process also identified updates to the requested worksheets, a Worksheet Addendum is created and sent through a CAATS file transfer.
- f. Reject: Triage results in rejection of the request and Reject status along with rationale for the action is returned through a CAATS file transfer. A rejected request shall not be treated as a new examination request. VA will resubmit a request using the same CAATS Document ID # that was associated with the rejected file. In cases of Rejects, the timeliness clock is re-set and restarted at the time VA resubmits the request.

- i. VA can rework the request and resubmit it through the CAATS file transfer. It is treated as a new request and undergoes the validation and triage process.
- g. **Cancel:** Cancellation of the request may occur at any time following triage of the file or as a result of scheduling issues such as failure or refusal to report, or other cancellation reason authorized elsewhere in the PWS. In order to cancel the request it is first accepted and then later cancelled. In order to cancel the request it is first accepted and then later cancelled. If a Veteran is unable to attend an examination within 15 days from the date of the examination scheduling request, the Contractor will cancel the request using the reason, Veteran Unavailable and a comment shall be entered notifying the VA when Veteran is available for examination. These actions are sent separately through a CAATS file transfer. Once VBMS Integration is fully implemented, request cancellations will be performed per PWS Section 9.27 and the Contractor will submit a request to cancel the request and VA will accept and return a cancel exam request. Cancelled requests will not be factored into a Contractor's overall timeliness measurement.

9.28.2 **VBMS Request Submission Process**

VA enters requests into VBMS which uses DAS to establish bi-directional package transfers with the Contractor's Exam Management System (EMS) for requests, request clarification, and other actions (Refer to PWS Section 9.27) in accordance with PWS Section 29.

Requests submitted from VBMS will use the following validation and triage process:

- a. The Contractor shall be responsible for checking for VBMS Exam Request Packages that are available for pickup through DAS. The VBMS Exam Request Package contains data on the Veteran and the contention(s) to be examined.
 - i. If the exam request is not accessible or is not in a valid format the Contractor will notify the COR on a daily basis with a list of inaccessible/invalid VBMS Exam Request Package(s) including the associated URL. VA will take the appropriate action to resolve the situation and Contractor discontinues triage process for this Package(s). If the DAS system is completely unavailable/inaccessible, Contractor will notify the COR immediately and this notification will not identify individual packages which may be pending as they are unknown to the Contractor.
- b. The Contractor shall receive and validate the VBMS Exam Request Package against the schema and data attributes identified Attachment T, Exam Management Information Exchange Package Documentation (IEPD), and Attachment U, DBQ IEPD 1.1.2. Possible results of validation process are:
 - i. **Successful validation**
 - A. Contractor sends Exam Request Acknowledgement Package
 - B. Accepted by Contractor EMS and date is start of timeliness determination

- C. If the request is a duplicate based on the exam scheduling request identifier, it will be marked as a duplicate and no further action will be taken

- ii. **Fails validation**

- A. Contractor EMS sends a response to DAS with an error code
 - B. Contractor to confirm compliance with validation process between DAS and EMS
 - C. Contractor will notify the COR on a daily basis with a list of VBMS Exam Request Package(s), including the associated URL, which fail validation. VA will take the appropriate action to resolve the situation and Contractor discontinues triage process for this Package(s).
- c. The triage process follows the acknowledgement of the validated VBMS Exam Request Package and consists of a Contractor review of the request and results in one of the following actions:
 - i. **No clarification required**
 - A. Proceed to appointment scheduling
 - ii. **Clarification is required**
 - A. Contractor sends a Clarification Request Package
 - B. VA responds and returns a Clarification Response Package
 - C. Response provides requested clarification (else repeat clarification steps a and b) and proceed to appointment(s) scheduling
 - D. In cases of clarifications that take place during triage the timeliness clock is re-set to zero and restarted at the time Contractor receives the Clarification Response from the VA. Time pending for clarification response will not count against the Contractor's timeliness.
 - iii. Contractor cancels request, for example the Veteran is deceased or if a Veteran is unable to attend an examination within 15 days from the date of the examination scheduling request, the Vendor will request a cancellation of the request using the reason, Veteran Unavailable and a comment shall be entered notifying the VA when Veteran is available for examination. Request cancellations will be performed per PWS Section 9.27 and the Contractor will submit a request to cancel the request and VA will accept and return a cancel exam request.

9.29 **Electronic Invoice File:** The Contractor shall provide VA with an electronic version of their monthly invoices to VA project manager for payment processing containing the following information: a list of services performed (an invoice, segregated by CLIN), including examination category or categories, tests completed with related Current Procedural Terminology (CPT) codes, descriptive titles and associated fees. A separate report will be electronically transferred, and also be sent to the VA COR, in a delimited text file (if over 5MB) or optionally an Excel spreadsheet (if under 5MB) that has the following information: Vendor, VA DistrictID; Contract ID; Claimant Name; ClaimantName;

DocumentID; ClaimID; SPC; CLIN; CPT Code; Description; BillingAmount; RequestDate; ApptDate; CompletionDate; RegionalOffice; ApptLocationCity; ApptLocationState; AppointLocationZIP; ExaminerStateLicense; NPI; AccountNumber; PurchaseOrder; Home of Record City; HomeofRecordState; HomeofRecordZIP; Total Miles Traveled; ContractOptionY. An Excel spreadsheet will be provided as an example to the vendor (see attachment V). Additional information may be requested at the discretion of the CO and the COR, allowing 30 days for the vendor to adjust the report. The method for transfer of the file will be approved by the VA Information Security Office (ISO). Two separate invoices will be submitted: one for requests sent from CAATS and one for requests sent from VBMS.

For the CAATS invoice, the CAATS Examination ID # shall also be included for each examination billed under the invoice so that VA can tie each examination for which it is billed to the specific CAATS Examination ID # to which it is related.

For invoices for scheduling requests sent from VBMS once VBMS Integration is fully implemented, the following UUIDs shall also be included: request UUID, contention UUID(s), appointment UUID(s). With the electronic monthly invoice file for VBMS exam scheduling requests, the Contractor shall also provide a summary roll of numbers and information as identified in items a through d of Task Four.

- 9.30 **Contractor Point of Contact:** The Contractors shall provide the name and contact information of a primary POC for each VARO. POCs can serve as the primarily liaison with multiple VAROs as long as there is sufficient coverage in this regard for each Region supported as a result of the contract.
- 9.31 **Appointment Wait Time:** Examiners shall meet with Veterans within 30 minutes of scheduled appointment time. The Contractor shall investigate tardiness and habitual delays with physicians and take corrective action to eliminate or minimize future delays.
- 9.32 **Worksheet Instructions:** The Contractor shall follow the instructions on the DBQ/worksheets. If the DBQ/worksheet requires an examiner to conduct an examination of a Veteran to determine suitability for a particular diagnostic test, then the Contractor shall not schedule such diagnostic test prior to the Veteran's examination.
- 9.33 **Requests for Information:** The Contractor must be prepared to comply with requests for information, including those originating from Congress, using company letterhead, complete sentences, and professional English. This is to include but not limited to requests for additional reporting from the PMO.
- 9.34 **Government Audits:** The Contractor shall comply with the requests of Government and independent auditors during audits of this contract and all associated contract documentation, including but not limited to invoices and medical disability examinations.
- 9.35 **Emergency Plan:** The Contractor shall prepare an emergency action plan for inclement weather or natural disasters for all scheduled examinations in the Region affected.
- 9.36 **Appointment Rescheduling Limitations:** The Contractor shall limit requests for rescheduling of any appointment(s) to one (1). Veterans will have only one opportunity to request any or all appointment(s) to be rescheduled, unless otherwise requested and approved by VACO. If the Veteran fails to show for the rescheduled appointment(s), the Contractor shall notify the VARO. If the Veteran is not available for reschedule until 7 days or more following the original appointment date, the examination request will be cancelled and resubmitted when the Veteran is available to attend the required examination. The examination request will be considered "cancelled." The Contractor will

invoice as a complete or partial no-show as applicable for that appointment(s). The Veteran must file a new request through the VARO. Federal and/or State Declared Emergencies, Force Majeure, or Acts of God that are the primary cause of a rescheduled appointment will not be counted as a rescheduled appointment for purposes of the limitations referenced in this paragraph. Examinations impacted by Federal and/or State Declared Emergencies, Force Majeure, or Acts of God shall not be cancelled unless specifically requested by the Veteran, Regional Office, or Program Office. The Contractor shall provide a weekly update of all impacted examinations. Timeliness calculation will be adjusted based on guidance from the Program Office and the Contracting Officer. Reporting on above incidents should start as soon as possible in conjunction with the COR.

9.37 VBMS Request Status Updates

- a. Modification requests from the Contractor to include cancellation requests at both the contention level and the scheduling request level can be received using the technical requirements as outlined in the IEPDs when VBMS Integration is fully implemented. Cancellation of the request may occur at any time following triage of the file or as a result of scheduling issues such as failure or refusal to report, or other cancellation reason authorized elsewhere in the PWS. In order to cancel the request it is first accepted and then later cancelled. If a Veteran is unable to attend an examination, the Vendor will cancel the request using the reason Veteran Unavailable and a comment shall be entered notifying the VA when Veteran is available for examination. Cancelled requests due to Veteran unavailability will not be factored into a Contractor's overall timeliness measurement.
- b. For VBMS exam scheduling requests, VBMS will send an exam rework request as described in the attached IEPDs, which will contain UUIDs identifying the previous exam scheduling request the exam rework request is associated with when VBMS Integration is fully implemented.
- c. The following is a list of defined packages from VBMS:
 - i. Clarification response: A user's response to a request for clarification; as part of a response, users may cancel a contention or cancel the exam scheduling request. This status will pause the timeliness calculations while awaiting response from VA. In cases of clarifications that take place during triage before any appointments have been scheduled the timeliness clock is re-set to zero and restarted at the time Contractor receives the Clarification Response from the VA. Time pending for clarification response will not count against the Contractor's timeliness.
 - ii. Change Veteran address once VBMS Integration is fully implemented:
 - A. If Veteran's address changes after an appointment has been scheduled and they are within 50 miles for a regular exam or 100 miles for a specialty exam, timeliness shall not be paused and the exam shall continue as previously scheduled. If the Veteran is outside of the 50/100 mile radius' as described, the exam request shall be cancelled and VA will resubmit.
 - B. If the Veteran changes their address after an appointment is scheduled and the Contractor is notified more than 24 hours prior to the scheduled exam, the Contractor shall cancel the request and categorize the reason as "Veteran relocated."

- C. Cancellation of future appointment(s) will be treated as partial or complete no show situation based on notification timeline and invoice accordingly.
 - D. Appointment(s) that have been completed at receipt of request will be finalized, submitted, and invoiced. Medical reports (e.g. DBQs, non-DBQ worksheets) will not be considered insufficient due to cancellation from change in address.
- iii. Cancel contention once VBMS Integration is fully implemented
 - A. Cancellation of future appointment(s) will be treated as partial or complete no show situation based on notification timeline and invoice accordingly.
 - B. Appointment(s) that have been completed at receipt of request will be finalized, submitted, and invoiced. Medical reports (e.g. DBQs, non-DBQ worksheets) will not be considered insufficient due to cancellation of contention.
- iv. Reschedule appointment once VBMS Integration is fully implemented
 - A. Current appointment is cancelled and treated as partial or complete no show situation based on notification timeline and invoice accordingly.
 - B. Timeliness calculation will exclude the duration from the date of the reschedule request to the date of the new appointment.
- v. Request to cancel appointment once VBMS Integration is fully implemented
 - A. Cancellation of appointment will be treated as partial or complete no show situation based on notification timeline and invoice accordingly.
 - B. If the results from the cancelled appointment are required to complete the DBQ(s) for a contention, the medical reports (e.g. DBQs, non-DBQ worksheets) will not be considered insufficient due to cancellation of contention.
- vi. Cancel exam request once VBMS Integration is fully implemented
 - A. If appointment(s) have been completed, Contractor will finalize report(s), submit, and invoice.
 - B. If the results from the future cancelled appointment(s) are required to complete the DBQ(s) for a contention, the medical reports (e.g. DBQs, non-DBQ worksheets) will not be considered insufficient due to cancellation of contention.
- vii. Rework exam request once VBMS Integration is fully implemented: a request for a new exam after a previous exam request produces unclear or inconsistent results. A rework exam request includes clarifications to previously conducted exams and insufficient exams that do not meet the exam requirements to rate the claim. Timeliness will not be paused while in this status.

viii. Modify request for special information need

A. If special information need requires delay in scheduling appointment(s) the timeliness calculation will exclude the duration from the date of the request to the date of the appointment(s).

d. List of defined packages expected from Contractor's EMS once VBMS Integration is fully implemented:

- i. Appointment status
- ii. Clarification request: A request sent from EMS to answer questions or provide more detailed information about an exam scheduling request, rework request, or about a contention associated with an exam request. This status will pause the timeliness calculations while awaiting response from VA.
- iii. Cancel exam scheduling request: Can only be sent if no appointments have been held.
- iv. Cancel contention: Can only be sent if no appointments have been held.
- v. Contention results package available

10.0 EXAMINATION REQUIREMENTS

- 10.1 All examinations shall be conducted in accordance with VA-issued examination worksheets or DBQs specified in the examination request. The examination worksheets or DBQs provide detailed examination requirements based upon legislative and court mandated criteria for VA disability entitlement determinations. Changes may be made periodically to the examination worksheets to reflect changing regulatory or medical requirements. The COR will notify the Contractor's Program Manager in writing when changes occur. Within a target of 30 days, of notification and provision of required information for file transfers, the Contractor shall accommodate all technical changes without revision of the Schedule of Prices unless the change results in the provision of a new service for which pricing had not already been established. Revisions to the DAS file transfer (See Section 29.0) requirements for changes to examination request, status updates, existing worksheets or DBQs and for the release of new worksheets or DBQs will be reviewed upon receipt and the Contractor will notify VA if Schedule of Prices updates are required.
- 10.2 Comprehensive General Medical Examinations must document a complete review of each system.
- 10.3 **Required Tests:** All test and procedures required by the examination worksheets shall be conducted unless not medically advisable or declined by the individual examined. The examination report must detail and document any reason for not performing a requested test or study. Waivers for declined tests must be attached to the examinations upon submission to VA. VA will not provide a specific waiver form. Tests listed in the examination worksheets represent the standard required tests necessary for the examined condition. No invasive procedure (e.g., endoscopy, colonoscopy, spinal tap) shall be performed without the prior approval of all of the following entities: the individual to be examined and VBACO (COR & a quality medical officer. Please note the test is not being ordered by the medical officer).
- 10.4 **Recent Tests:** If test results are documented in the record and available to the examining physician for review, those tests need not be repeated unless specifically requested by the VARO or there is indication of recent changes in the condition examined. If a test is required for diagnosis and is not documented in the record, the test should be conducted. A non-diagnostic test should not be repeated

unless required by the examining clinician to determine the severity of a condition. See Attachments N & O for tests that should accompany an exam.

- 10.5 **Complete Examinations:** All claimed conditions identified on the examination request MUST be examined. All questions included in the examination worksheet must be answered. If the answer is neither yes nor no, a clear statement must be included explaining why a definitive answer could not be provided; the probability of a positive response; and a statement of the evidentiary basis for that assumption. A diagnosis must be provided or a statement included that the claimed condition was not found for each condition specified in the examination request. If a diagnosis cannot either be established or ruled out, the findings must be documented with a clear statement of why a diagnosis could not be established with a supporting rationale.

C&P examinations are designed to identify functional status employing physical examinations and established diagnoses of record. Performing repeat testing to confirm an established diagnosis or condition is unnecessary. If there are no tests of record to establish a diagnosis or condition, the test required by the worksheet will be performed. An examination report returned with a statement that a claimed condition could not be established because the worksheet tests were not performed is deemed unacceptable. The only exceptions are that the required worksheet tests were either: (1) not medically advisable, or (2) declined by the individual examined.

If a diagnosis is established which is different than an existing diagnosis for the same condition, the two diagnoses must be reconciled with a statement documenting the basis for change of diagnosis and whether the new diagnosis represents a progression of an earlier diagnosis, correction of a prior incorrect diagnosis, or a new independent entity.

10.6 **Correction of Inadequate Examination Reports in CAATS and VBMS:**

- 10.6.1 **CAATS Inadequate and Insufficient:** An Inadequate exam is defined as a medical examination worksheet and/or DBQ submitted with incomplete and/or missing information from the required fields or contains inaccurate medical information, even if the VARO does not require clarification to reach a disability rating decision. An Insufficient exam is defined as a medical examination worksheet and/or DBQ which despite being complete with all fields being addressed and containing accurate medical information, requires clarification for the VARO purpose of reaching a disability rating decision. The Contractor shall return corrected inadequate examination reports and requests for clarification on insufficient examination reports to VA within 8 calendar days without additional charge to VA. The only exception will be for charges incurred due to additional tests authorized by VA. Inadequate or Insufficient examination reports returned for clarification, correction, or completion will be amended and returned without additional charge. Inadequate examinations will have 50% of the billing deducted.
- 10.6.2 For requests submitted through CAATS, VA will send a CAATS file transfer to the Contractor indicating that the examination report is either insufficient or inadequate and include the specifics on the reason for return.
- 10.6.3 For requests submitted through VBMS, VA will send a DAS file transfer to the Contractor for an exam clarification request. In the narrative section there will be parsed narrative text for each contention, as needed, including indication of insufficient or inadequate status and the reason for return.

- 10.6.4 Rework requests to include Correction of Insufficient Examination Reports and Requests for Clarification in VBMS: Rework requests are completed exam results that VA has determined are unclear or inconsistent and need additional information. Rework requests can be insufficient examination reports or requests for clarification. Insufficient examination reports are those missing requested information needed to rate the claim. A clarification request is limited to examination reports containing all information necessary to rate a claim, but where information contained therein is conflicting in interpretation. Clarification requests do not result in the Veteran returning for an additional examination. The Contractor shall return corrected rework requests for insufficient examination reports to VA within 8 calendar days without additional charge to VA. The Contractor shall return corrected rework requests for clarification to VA within 8 calendar days without additional charge to VA. The only exception will be for charges incurred due to additional tests authorized by VA.
- 10.6.5 VA will send an Exam Rework Request package through DAS file transfer to the Contractor for an exam rework request. It will be in the same file format as an Exam Scheduling Request except it will contain both the data and narrative from the previous Exam Scheduling request and the narrative concerning whether it is an exam rework for clarification or insufficiency and why for each contention data package.
- 10.7 **Minimum Observations:** Evaluation of musculo-skeletal conditions for functional loss of movement requires a minimum observation of three repetitions at the joint being examined.
- 10.8 **Soundproof Booth:** Audiology examinations will take place in a soundproof booth, as set forth in OSHA Standard 1910.95 App D.
- 10.9 **Others Present:** At the Veteran's request, family members, caregivers, service animals, and significant others are permitted to accompany the Veteran during an examination but may not participate in and/or interfere with the examination. If the presence of third parties would interfere with tests, examinations, or present any risk either to the patient or examiner, this may be modified accordingly.
- 10.10 **Appointment Scheduling:** The Contractor shall schedule appointments for no less than the time length specified below for each type of Examination:
- a. Comprehensive General Medical Examination: 60 minutes;
 - b. Initial Post-Traumatic Stress Disorder (PTSD) examinations: 60 minutes;
 - c. Audiology: 30 minutes;
 - d. Dental: 20 minutes;
 - e. Ophthalmology: 30 minutes;
 - f. Ear/Nose/Throat: 30 minutes;
 - g. Psychiatry: 60 minutes;
 - h. Musculoskeletal: 30 minutes;
 - i. Infectious/Immune/Nutritional Diseases: 30 minutes;
 - j. Respiratory: 30 minutes;
 - k. Cardiovascular: 30 minutes;
 - l. Digestive: 30 minutes;
 - m. Genitourinary: 30 minutes;
 - n. Gynecological/Breast: 30 minutes;
 - o. Hemic and Lymphatic: 30 minutes;
 - p. Skin: 20 minutes;

- q. Endocrine: 30 minutes; and
- r. Neurologic: 45 minutes.

The described schedule includes face-to-face time between the examination provider and Veteran and not the time spent reviewing the file. The number of disabilities to be examined determines the time frame needed as well as the criteria of the DBQ/C&P examination worksheets. The timeframes provided represent minimum amounts of time anticipated to evaluate the disabilities appropriately. Longer examinations will not result in additional reimbursement. There is no required scheduling timeframe for review PTSD examinations. Psychiatric testing shall be performed as necessary per the requirement stated on each Mental Health DBQ.

TBI will include a “comprehensive medical evaluation” which would be 60 minutes, and the psychiatric/ cognitive or mental evaluation part of the TBI examination would be expected to be a separate 60 minutes, if an initial PTSD examination is needed.

- 10.11 **Examiner Credentials and Signature:** Completed examination reports shall include the examiner’s credentials (e.g. MD, NP, PA, etc.), specialty (internal medicine, family practice, neurologist, etc.) and signature in accordance with requirements of examination. The examiner’s credentials shall be included in the signature block. The person signing the examination shall be the person who conducted the examination. The examiner shall include on the DBQ both their state license number and their National Provider Identifier (NPI) to be included in either the signature or remarks section of the DBQ. Contractors shall adhere to the VA Technical Reference Model (TRM) (<http://www.va.gov/trm/>) for approved digital signature standards and software technologies. VA TRM (<http://www.va.gov/TRM/StandardPage.asp?tid=5291>) shows that the Digital Signature Standard (DSS) Federal Information Processing Standards (FIPS) 186-4 Industry Standard is the VA approved standard for digital signatures to ensure authenticity. VA TRM approved American Society for Testing and Materials (ASTM) E1762: Standard Guide for Electronic Authentication of Health Care Information (<http://www.va.gov/TRM/StandardPage.asp?tid=5312>). ASTM E1762 enhances VA’s security posture by serving as the consensus standard on the design, implementation, and use of electronic signatures.
- 10.12 **Complete Reports:** The Contractor shall ensure that examination reports are adequate and in compliance with the examination request DBQs/worksheets with review of test results by examiners documented, and any discrepancies resolved. The Contractor shall ensure that DBQ PDFs are not locked in adobe and are available for review.
- 10.13 **Unauthorized Recording:** The Contractor shall not record examinations in any media to include video tape, photographs or audio unless specifically requested and authorized in advance by the regional office. If the Veteran requests to record the examination, the answer shall be no. If the Veteran persists on recording the examination the Contractor will inform the Veteran that the examination cannot proceed, and direct the Veteran back to VBA.
- 10.14 **Assistant Attendance:** The Contractor shall document in the examination report that all gynecological, rectal/anal, and breast examinations are performed by an examiner in the presence of an assistant. Contractor shall ask for the Veterans preference prior to scheduling the examination and shall honor the Veteran’s request for an examiner and assistant of a specific gender for the above examination types. If the vendor is not able to schedule the gender specific examiner and assistant, the vendor shall notify the VARO Examination Coordinator.

- 10.15 **Delivery of Completed Reports:** The Contractor shall forward to VA completed examination reports in accordance with the due dates outlined in Section 8.7 (Schedule of Deliverables). X-rays shall be delivered within 24 hours of the report delivery date.
- 10.16 **Examination Quality:** The Government will measure the quality of the vendor's performance in completing examination requests. The Government will evaluate the quality of performance by reviewing a statistically valid sample at the 95 percent confidence level with a 5 percent margin of error. The evaluation of quality will be completed on a quarterly basis. The worksheet or DBQ evaluation will include a review of the following:
- a. All questions listed on the worksheet(s) shall be addressed and answered as indicated per the worksheet instructions;
 - b. The correct worksheet(s) were utilized in completing the examination;
 - c. The appropriate tests, procedures, laboratory work, and x-rays, as indicated on the worksheet(s), were utilized in completing the examination;
 - d. The DBQ is medically appropriate and with the diagnosis consistent with clinical findings/medical history; and
 - e. All examination reports satisfy the credential and signature requirements found in Section 10.12 (Examiner Credentials and Signature).
- 10.17 **Special Focused Reviews:** At the discretion of the PMO, VBA may initiate reviews of providers, processes, clinics or other groups/systems as it deems appropriate. The Vendor and its quality staff may be tasked with performing a portion of the review. The Vendor will perform the review tasks as requested and return its findings in a mutually agreed upon timeframe (generally 30 days or less). After the review is complete, VA may task the Vendor's Quality Officer with subsequent monitoring or corrective actions. The outcome of these required activities will be reported to VA within a specified mutually agreed upon period of time (generally 30 days or less). Failure to comply by the requested date may result in a 1% negative incentive of one month of the current invoice at the discretion of the VA. Contractor may be required to return to VA the amount billed for any of the exams identified as being incorrect at the discretion of the VA.
- 10.18 **Abnormal Findings / Protecting Vulnerable Veterans:** The Contractor shall alert the Veteran of any abnormal finding during the examination which the Veteran should follow-up with their primary physician.

If other life-threatening conditions such as cancer or heart disease are identified during the examination, the examination provider shall advise the Veteran of the existence of the condition and provide confirmation in the remarks section of the worksheet or DBQ that the Veteran was advised of the condition. Critical results shall be communicated by personal contact within 24 hours with a follow up letter. Abnormal but not critical results shall be communicated within 48 hours.

- a. **DBQ Addition:** Vendor shall add the following in the remarks section of each DBQ:
 - i. Is there a need for the Veteran to follow up with his/her primary care provider regarding any life threatening or abnormal findings in this examination (not limited to claimed condition(s))? YES/NO
 - ii. If YES: Was the Veteran notified to follow up with his/her primary care provider? YES/NO
 - iii. Was a copy of the test result identifying the life threatening or abnormal findings provided to the Veteran or Veteran's primary care provider? YES/NO

- b. **Protecting Vulnerable Veterans:** All examiners must be trained on the following process.
- i. **Suicidal/Homicidal Ideation:** If a Veteran expresses suicidal or homicidal ideation or obvious mental distress during an examination, the examination provider will inform the Veteran that such feelings are taken very seriously by the agency. If the examining clinician, based on their own professional judgement, determines that the Veteran poses a suicidal and/or homicidal risk then the clinician may activate the appropriate medical protocol which will meet the Veterans needs in real time.
 - ii. The examination provider will ask the Veteran to confirm or deny ideation. If the Veteran confirms ideation, ask the Veteran/Claimant if they would be willing to speak with a professional regarding their mental health symptoms. If the Veteran agrees, the examination provider shall contact the Veteran Crisis Line at 1-800-273-8255, introduce the Veteran to the Crisis counselor, and allow the Crisis Counselor to speak with the Veteran. Alternately, the Veteran may contact the VA Crisis line via online chat at www.VeteransCrisisLine.net, or send a text message to 838255 to receive free, confidential support, 24 hours a day, 7 days a week, 365 days a year, even if they are not registered with VA or enrolled in VA health care. Exam provider will provide this information to the Veteran, and make every effort to put the Veteran in touch with the Crisis Line as soon as possible. The Contractor shall submit an incident report to the COR within 24 hours of learning of the incident. Contractor will contact exam liaison at nearest Regional Office to distressed Veteran's address of record, and ask exam liaison to coordinate with nearest VAMC for medical follow up with Veteran. If Veteran is evacuated for treatment, include evacuation location in incident report to the VA Contract Exam email address (ContractExam.VBAVACO@va.gov) and the COR. Document referral to Crisis Line, and any other related action in worksheet or DBQ notes. If the Veteran indicated ideation and or intent, but later denied ideation and or intent, and the clinician concurs based on their professional judgement that the Veteran does not pose serious imminent risk to self or others, then the clinician will note this in the remarks section of worksheet or DBQ. If the clinician does not concur they shall follow the protocol above in section i and ii.
 - iii. If Veteran demonstrates violent or threatening behavior, follow local clinic procedures, and contact local law enforcement if necessary. The Contractor shall submit an incident report to the VA Contract Exam email address (ContractExam.VBAVACO@va.gov) and the COR within 24 hours of incident.
- c. **Special Emphasis (ex. Homeless)**
- i. If a Veteran identifies as homeless, exam provider will note this in exam worksheet or DBQ notes in the remarks section. If the Veteran identifies as homeless, and has not previously been identified as homeless, the examiner shall provide them with the VA help for homeless Veterans hotline number, 1-877-424-3838.
- d. **Physical Distress**
- i. At the moment Veteran is indicating physical distress, exam provider should assess the Veteran's condition. If medical assessment proves emergent escalation of care is needed, follow clinic procedures for evacuating patients in need of emergent care.
 - ii. The Contractor shall submit an incident report to the COR within 24 hours of incident.
- e. **Natural Disaster**

- i. In the event of a natural disaster, shelter in place, unless advised to evacuate.
- ii. If evacuation becomes necessary, follow clinic evacuation procedures.
- iii. The Contractor shall submit an incident report to the COR within 24 hours of incident.

10.19 Medical Opinions and Record Reviews: The Medical Opinion is a routine part of an examination and is considered one worksheet, which will add to the total number of worksheets for the examination provided. (Please see as a reference the literature below). Under the provisions of the 38 U.S.C. § 5103A(d), Medical examinations for compensations claim:

- a. In the case of a claim for disability compensation, the assistance provided by the Secretary under 38 U.S.C. § 5103A(a) shall include providing a medical examination or obtaining a medical opinion when such an examination or opinion is necessary to make a decision on the claim.

The Secretary shall treat an examination or opinion as being necessary to make a decision on a claim for purposes of paragraph (1) if the evidence of record before the Secretary, taking into consideration all information and lay or medical evidence does not contain sufficient medical evidence for the Secretary to make a decision on the claim.

- b. Medical opinions requested under the 38 U.S.C. 5103A(d) are to be provided by VA and contract clinicians, and are part of the normal claims process.
- c. An examiner's statement that he or she cannot offer an opinion without resorting to speculation, it is only acceptable after determining it is not based on the absence of procurable information or on a particular examiner's shortcomings or general aversion to offering an opinion on issues not directly observed. It must be clear that (1) the examiner considered all procurable and assembled data before stating that an opinion cannot be reached and (2) the examiner must explain the basis for his or her conclusion that a non-speculative opinion cannot be offered. The statement that an opinion cannot be provided without resort to speculation must be based on a lack of knowledge among the "medical community at large" and not the insufficient knowledge of the specific examiner.
- d. A record review is required in order to provide a medical opinion. Medical opinions may be requested with or without an accompanying examination.
 - i. When a request for a medical opinion is received along with a request for an examination, the Contractor shall bill under CLIN 0019AA, 0019BB, or 0019CC (see Section B.3. Schedule of Prices).
 - ii. When a request for a medical opinion is received without a request for an examination of the same body system, the Contractor shall bill under CLIN 0019AA, 0019BB, or 0019CC (see Section B.3. Schedule of Prices).
 - iii. When a request for a record review (but not for an accompanying medical opinion) is received along with a request for an examination, the Contractor shall bill under CLIN 0019A, 0019B, or 0019C (see Section B.3. Schedule of Prices).

These CLINS may be billed only once per provider, and both may not be billed by the same provider for a Veteran's request. Evidence required to be reviewed includes, but is not limited to, the DD214/separation documents; all Service Treatment Records (STRs); outpatient and inpatient treatment records, and overall, the full-claims' folder or "C-file." The size and volume of the claims folder is unique to each Veteran's claims history within the Veterans Benefits Administration (VBA). Some records may be only a few pages, while others may include multiple pages. There are no "partial

claim folders.” Either the complete record will be made available in VBMS/VVA or a complete record will be shipped to the Contractor. Two DBQs have opinions built in, Initial PTSD and Audio. It would be appropriate to use CLIN 0019 AA/BB/CC for Initial PTSD DBQs, but it would only be appropriate to use it for Audio claims that are original or new. An Audio examination for a claim for increase would not include CLIN 0019 AA/BB/CC.

Personal records brought in by Veterans at the time of examination shall be reviewed by the examiner contingent upon:

- a. The records are from examinations or events that occurred after the claim was filed; and
- b. It is made clear to the Veteran that:
 - i. The Veteran is responsible for adding the evidence to their VA record because the examiner cannot do this, and
 - ii. Unless the record is added to the Veteran’s record in a timely manner, then the submitted records will not be reviewed by VBA as a part of the evidence associated with their claim.

10.20 Telehealth Examinations: The following conditions can potentially be evaluated via telehealth.

- i. Mental;
- ii. Hypertension – Hypertension DBQ;
- iii. Heart Conditions – Heart DBQ;
- iv. Ear (including Vestibular and Infectious);
- v. Loss of Sense of Smell and/or Taste;
- vi. Sinusitis, Rhinitis, and other Conditions of the Nose, Throat, Larynx, and Pharynx;
- vii. Endocrine Diseases (Other than Thyroid, Parathyroid, or Diabetes);
- viii. Esophageal Conditions;
- ix. Kidney Conditions;
- x. Prostate Cancer;
- xi. Urinary Tract;
- xii. Sleep Apnea;
- xiii. Hairy Cell and Other B-Cell Leukemias;
- xiv. Tuberculosis;
- xv. Narcolepsy; and
- xvi. Respiratory Conditions (Other than TB).

10.21 Telehealth examinations shall adhere to the following requirements:

- a. Use of clinical video conferencing, also referred to as telehealth technologies, should adhere to industry standards in performing medical examinations through the use of telehealth. At a minimum:
 - i. The telecommunication link must be a minimum of 384 kilobits/second resolution;
 - ii. The video conferencing camera should be equipped with pan/tilt/zoom capability or a two camera capability for simultaneous focused and wide-view. The dual camera approach is preferred as it provides dual video streams to allow the examiner to view output from both cameras simultaneously and maintain focus on the Veteran versus adjusting the camera; and

- iii. The telecommunication link must employ encryption, adhering to Federal standards of FIPS encryption.
- b. The Contractor will inform the ordering VARO via email or phone log memo of the intent to employ clinical video-conferencing for the referred examination;
- c. The use of these technologies is restricted to the list provided above.
- d. The conference shall not be conducted solely by telephone; the examiner must have “face to face” interaction with the Veteran . The conference shall take place in real time and not be “store and forward” case review;
- e. To comply with the contract’s requirement that the examiner is licensed in the state in which the examination takes place (See Section 17.0), the examiner shall hold a current license in the state from which the Veteran participates in the examination, with the exceptions of physicians as noted under the portability act;
- f. The Contractor shall provide these services at one of the following specified locations which meets the requirements of the contract in terms of ADA and OSHA compliance in a clinical setting.
 - i. The office of a physician or practitioner;
 - ii. a hospital;
 - iii. a critical access hospital;
 - iv. a rural health clinic; and
 - v. a federally qualified health center;
 - vi. a mobile clinic
- g. The Contractor shall only employ practitioners trained to perform telehealth examinations, including a standardized training manual for clinicians that the Contractor shall develop;
- h. Veteran location guidance includes:
 - i. Attendant at the location to orient the Veteran ;
 - ii. The room must be adequately soundproof to protect patient privacy; and
 - iii. The lighting and color of the room should ensure the optimum conditions for a video assessment to take place.
- i. The Contractor shall outline a procedure to positively identify Veterans at the start of each telehealth examination;
- j. Prior to conducting these examinations, the Contractor shall provide the COR with an emergency response plan for telehealth encounters;
- k. Veteran must be willing to participate in DBQ/C&P telehealth examination;
- l. Veteran must acknowledge and accept limits of clinical video-conferencing for their compensation and pension examination;
- m. The Contractor shall provide any and all needed equipment for the session. The Contractor shall not require the Veteran to purchase any equipment for the examination;
- n. In order to determine exclusionary factors and confirm participation in a telehealth evaluation, the Contractor shall contact the Veteran by phone. If during this telephone interview any of the exclusionary factors listed below become obvious, the Veteran shall not be scheduled for a telehealth session. During the phone contact there is to be an explanation addressing concerns of privacy, dignity, and confidentiality, and assurance that the session is not recorded;

- o. The Veteran must possess mental capacity and adequate sensory abilities to participate (as determined by the exclusionary factors listed below):
 - i. Inability to effectively communicate due to:
 - A. Hearing impairment;
 - B. Language barrier;
 - C. Speech impediment; or
 - D. Memory deficit.
 - ii. Inability to effectively verbalize/express information.
- p. The following factors apply during a telehealth session and the Contractor shall terminate the session:
 - i. Veterans who are/or become acutely violent or unstable with poor impulse control;
 - ii. Veterans who show signs of cognitive disturbance and/or become uncomfortable with the telehealth process;
 - iii. Veterans unwilling or unable to participate in a meaningful way;
 - iv. Veterans actively psychotic and unable to participate secondary to the nature of their illness; or
 - v. Veterans with psychotic disorders that may be exacerbated through use of the technology (e.g., ideas of reference regarding television).
- q. Following an explanation of the technology and obtaining consent of the Veteran to use telehealth, the Contractor shall contact the ordering VARO that referred the health disability examination request. The Contractor shall provide the ordering VARO justification for using remote examination for this particular claimant and outline his/her ability to participate, considering the exclusionary factors;
- r. Contractors will identify telehealth examinations by:
 - i. Invoicing against CLINs; and
 - ii. Reporting on monthly data reports the number and locations of telehealth examinations.

10.22 Other Examination Requirements:

- a. Multiple examinations for different conditions by different specialty doctors in the same practice that occur on the same day are reimbursable by VA. Same day appointments are allowed to expedite the claims process and prevent unnecessary travel by claimants.
- b. The number of x-rays performed in one day can be more than allowed by Medicare to expedite the claims process. VA encourages multiple same day appointments to expedite the claims process and improve timeliness of the claims. The scheduling of these appointments on the same day is expected to take into account the location of different appointments and accessibility of the claimants to attend all appointments in a timely manner.
- c. For the convenience of the claimants and to expedite the claims process, VA is in favor of audiologists/ENT physicians who note earwax impaction at time of the DBQ/C&P examination, removing the cerumen and proceeding with the audiology/ear examination if possible. This practice expedites the claims process rather than sending claimant to a different doctor or back to their own treating physician/audiologist to remove the wax prior to the audiology examination. Vendors shall obtain consent from the Veteran prior to

removing earwax. Removal of earwax is required in all cases of cerumen impaction, unless Veteran refuses. Under these circumstances, Earwax removal - CPT 69210, would be allowed and reimbursed with CPT 92557, Comprehensive audiology testing and CLIN 0004, Impairment of Auditory Acuity/Ear and Other Sense Organs.

The C&P Audiology worksheet (see Attachment M) shall be used for all Audiology examinations. According to the C&P Audiology worksheet, the Air Conduction and Speech testing is required. Bone Conduction is also required if Air Conduction threshold is greater than 15dB. The Contractor shall use CPT Code 92557 to invoice all Audiological testing regardless of whether Bone Conduction threshold is required to be performed.

- d. Incorporate Medicare Approved National Correct Coding Initiative (NCCI) edits in the invoicing of CPT codes. The NCCI edits are used in accordance with a Medicare Fee Schedule, which is published annually, and revised on a regular basis. Contracted providers shall update the NCCI within 60 days of contract award and published updates.

10.23 ACE Evaluations:

- a. Examples of the types of conditions for which the ACE process may be used include but are not limited to:
 - i. Prostate and other genitourinary conditions, which have already been assessed;
 - ii. Some oncology cases, whether the cancer is active and/or primary site identification, if metastasized;
 - iii. Ischemic Heart Disease, for which a functional assessment may be done by a telephone interview;
 - iv. Tinnitus can sometimes be assessed in a telephone interview when a current audiometric examination suitable for VA benefits is of record;
 - v. Hypertension can be addressed by the ACE process if the record contains current blood pressure readings; and
 - vi. Pulmonary conditions.
- b. The ACE process is not available in the following categories of examinations:
 - i. Exams by vendor examiners when necessary electronic medical records are not available for review;
 - ii. Exams required by BVA & CAVC remands;
 - iii. General medical examinations & SHA;
 - iv. Female sexual arousal disorder (FSAD) exams;
 - v. Mental disorder examinations, including medical opinions for claimed conditions secondary to a service connected (SC) medical disorder. This specifically applies to physical secondary conditions related to SC mental disorders, such as bruxism;
 - vi. Initial or residual traumatic brain injury (TBI) DBQs; and
 - vii. When VBA specifically requests an in-person examination,
- c. The ACE process is to be used at the discretion of the examiner with the exceptions noted above that are not ACE eligible.
- d. For any evaluations done using the ACE process, the examiner will:
 - i. Review the existing records provided by VA and/or available in VBMS; and
 - ii. Document the use of the ACE process on the DBQ, to include the source of the clinical evidence relied on to complete the DBQ or render the opinion.

- e. If a telephone interview is required, the examiner will identify themselves to include providing their unique identification number referenced in Section 9.9 state the purpose of the call, and shall authenticate a Veteran's identity using the following questions:
 - i. Full legal name, including middle name;
 - ii. Last four of the Veteran's social security number or claim number;
 - iii. Birth Date, including year;
 - iv. Branch of service and service dates; and
 - v. Home address.
- f. If the Veteran does not remember their exact service dates but answers all the other questions correctly this is acceptable.
- g. If a Veteran refuses to answer the questions, an ACE process cannot be completed and the Veteran will need to report for an in-person examination.
- h. The Veteran must possess mental capacity and adequate sensory abilities to participate in a telephone interview (as determined by the exclusionary factors listed below):
 - i. Inability to effectively communicate due to:
 - A. Hearing impairment;
 - B. Language barrier;
 - C. Speech impediment; or
 - D. Memory deficit.
 - ii. Inability to effectively verbalize/express information.
- i. The following factors apply during a telephone interview session and the Contractor shall terminate the session:
 - i. Veterans who show signs of cognitive disturbance and/or become uncomfortable with the telephone interview process;
 - ii. Veterans unwilling or unable to participate in a meaningful way.
- j. Due to the reduction in face-to-face examiner time for ACE Evaluations, the Contractor shall discount DBQ CLINS which are designated by the Program Office as eligible for ACE Evaluations (and are in fact done via the ACE process) based on a negotiated discount rate of 15%. If a medical record review is required, the Contractor shall charge previously negotiated rates under CLIN 0019 – Medical Record Review & Medical Opinions, CLIN 0019A/B/C Record Review Medical File or under CLIN 0019AA/BB/CC Record Review Medical File with Medical Opinion (if required). For example, the Program Office requests a Skin Disease DBQ under CLIN 0012A, and indicated this is an ACE eligible evaluations. The Contractor performs the evaluation utilizing the ACE process. The Contractor shall charge a discounted rate of \$136.97 (base year rate reduced by 15%) + the cost of a medical record review of \$40.29 (base year rate) for a medical review of under 250 pages with no medical opinion required. The total cost the Contractor can bill for this particular ACE Exam example is \$177.26.
- k. VHA provided data regarding total number of ACE evaluations done as a percentage and minimum.

10.24 Incarcerated Veteran Protocol

10.24.1 Complying With Examination Requests for Incarcerated Veterans

- a. Upon receipt of a medical disability examination request, vendor must make appropriate arrangements with the correctional facility to comply with VBA's request. The arrangements can include:
 - i. Determine if prison has exam location suitable for the type of examination
 - ii. Sending a provider to the institution, or

- iii. Coordinating approved telehealth exam with a qualified provider.
- b. Vendor must document all efforts to materially comply with the examination request, to include:
 - i. Record of all attempts to obtain approval from the correctional facility for a contract provider to examine the Veteran at the correctional facility, and
 - ii. Record of all communications relating to attempts to comply with the examination request.
- c. Vendor must provide all documentation of unsuccessful attempts to comply with an examination request to the requesting VBA RO and VBMS. This information shall be submitted as an Attachment to the requested Disability Benefits Questionnaire.
- d. An examination request should not be cancelled and returned to the RO solely on the basis that the Veteran is incarcerated.

10.24.2 Once Examination Scheduling Solution has been Determined

- a. Notify the Contracting Officer's Representative (COR) of scheduling solution and get approval for associated costs.
- b. Schedule exam for incarcerated Veteran after approval.
- c. Bill VBA with appropriate CLIN code.

10.24.3 Resolving Problems Relating to Conducting Examinations for Incarcerated Veterans

- a. The vendor and RO Exam Liaison should discuss any difficulty in conducting the examination of an incarcerated Veteran. Examinations should not be cancelled as a no-show or failure to report without prior discussion with the RO Exam Liaison.
- b. A follow up telephone call to confirm the scheduled examination should be made a day before the examination and prior to the examiner leaving for the prison facility.
- c. The contract examiner may have a clerk or medical assistant accompany him/her to the correctional facility. Associated costs must be approved in advance by the COR.
- d. Should the vendor have a problem scheduling an examination, the Veterans Health Administration (VHA) Health Care for Reentry Veterans Program maintains points of contact (POC) in every state that can assist with scheduling issues. These POCs have existing relationships with state and federal correctional facilities and can help facilitate discussions on examination scheduling. The VHA POCs should be contacted by email prior to reaching out to the RO Exam Liaison with scheduling concerns. Current lists of these POCs are at: <https://www.va.gov/homeless/reentry.asp>. When the VHA POC is contacted, the COR should be copied in the correspondence.

10.24.4 Conducting Examinations for Incarcerated Veterans

- a. Contract examiner must comply with prison security requirements when examining incarcerated Veterans in prison facilities.
- b. Contract examiner may end the examination at any time during the examination for safety reasons to include the incarcerated Veteran's inability to follow prison security rules. Vendor will provide documentation to include reason(s) for the cancellation.
- c. Contract vendor may facilitate the delivery of medical equipment to the correctional facility with the warden or correctional facility POC. Associated costs must be approved by the COR in advance.

- d. If the necessary medical equipment cannot be delivered to the correctional facility, contract vendor should make every attempt to utilize prison medical equipment to conduct the necessary ancillary diagnostic tests and procedures.

11.0 QUALITY ASSURANCE

The Contractor shall demonstrate a quality assurance program to ensure that the examination reports comply with VA requirements before submission to VA.

- a. **Correction of Deficiencies:** The Contractor shall take corrective action when examination deficiencies are identified in accordance with Section 10.6 and return any corrective/additional information to the COR within 8 calendar days of identification of the deficiency.
- b. **VA Oversight:** VA shall have ultimate oversight, review, and rejection/acceptance for all deliverables, tasks, and sub-tasks related to this program/acquisition.
- c. **Customer Service Survey:** VA will implement a customer survey program intended to provide VA with feedback from Veterans who receive examination services under this contract. VA, or a third-party contracted with VA, will provide survey cards and/or a web-based survey against which Veterans may provide feedback regarding the quality of customer service provided by the Contractor and its examination providers.
- d. **Claims File Review:** Claims file review is required for the following examination types:
 - i. Cold Injury Residuals;
 - ii. FPOW Protocol;
 - iii. Gulf War General Medical (To Include SC Under 38 Cfr 3.317);
 - iv. Medical Opinions, Including Etiology Opinions In Hearing Loss And Tinnitus Claims;
 - v. Mental Health Exams;
 - vi. Traumatic Brain Injury;
 - vii. BVA & CAVC Remands;
 - viii. 1151 Claims;
 - ix. ACE;
 - x. Environmental Hazards In Iraq, Afghanistan, and Other Military Installations; and
 - xi. When specifically requested in the examination request, examination request will indicate the specific contention for which a medical record review is being requested;
 - A. Note the end user clinician may also decide that a record review is necessary in order to provide complete examination results
- e. **Visual Fields Testing:** For VA purposes, examiners must perform visual field testing using either Goldmann kinetic perimetry or automated perimetry using Humphrey Model 750, Octopus Model 101, or later versions of these perimetric devices with simulated kinetic Goldmann testing capability. The results must be recorded on a standard Goldmann chart providing at least 16 meridians 22½-degrees apart for each eye.

The Eye Conditions Disability Benefits Questionnaire (DBQ) contains a requirement that the examiner indicate whether or not the Veteran has a visual field defect. If the examiner indicates that there is a visual field defect, the appropriate visual field testing must be undertaken. No visual

field testing is required if the examiner indicates that the Veteran does not have a visual field defect, irrespective of the eye disability that is the subject of the examination.

f. **Tests and Procedures:**

- i. All test and procedures required by the examination DBQs/worksheets shall be conducted unless not medically advisable or declined by the individual examined. If a test is required for diagnosis and is not documented in the record as determined by a medical record review, the test should be conducted (refer to PWS Section 9.11 and 10.4). The examination report must detail and document any reason for not performing a requested test or study. Waivers for declined tests must be attached to the examinations upon submission to VA. VA will not provide a specific waiver form. Tests listed in the examination DBQs/worksheets represent the standard required tests necessary for the examined condition. No invasive procedure (i.e., a procedure requiring anesthesia) shall be performed without the consent of the individual to be examined. Before scheduling any invasive procedure, pre-authorization must be submitted and obtained from the COR and a VBA Medical Officer. Ultimate responsibility for ordering, interpreting and reporting the results lies with the ordering clinician.
- ii. **Gastritis Procedures:** The diagnosis of gastritis requires endoscopic or radiological confirmation. If an endoscopy or radiological confirmation is already of record, then another endoscopy will not be approved, however a claim for increase could trigger the need for a radiograph/upper GI as appropriate.
- iii. No invasive procedure (i.e., a procedure requiring anesthesia) shall be performed without the consent of the individual to be examined. Before scheduling any invasive procedure, pre-authorization must be submitted and obtained from the COR and a VBA Medical Officer. Ultimate responsibility for ordering, interpreting and reporting the results lies with the ordering clinician. The pre-authorization requests shall be submitted to the COR and authorization or denial will be communicated within 2 business days of request. If authorization is not received, a second attempt will be made to receive authorization, if authorization is not received within 1 business day after the second attempt, the condition for which the testing was requested will be cancelled.
- iv. **Specific to musculoskeletal:** There are two basic types of range of motion testing of a joint: Active and Passive. Active range of motion testing (AROM) is when the patient moves their joint with no assistance from the examiner. Passive range of motion testing (PROM) is where the examiner moves the joint through its range of motion with no help from the patient. It should be noted that Correia allows the examiner to not perform a PROM if the examiner feels it is medically inappropriate. Examiners would be wise to defer this test if it appears that utilizing it will cause the Veteran severe pain or increase the risk of further injury. They should document their rationale for PROM deferral. In any circumstance where the examiner chooses to utilize PROM, the test should always be performed gently. Clinical judgement is meant to be used in determining the need for PROM as part of a disability examination. In the event a clinician feels that PROM is appropriate, they should clearly explain to the Veteran the “hands on” process and how the Veteran should communicate discomfort during the examination. PROM should cease at the point the Veteran indicates

- discomfort. In the Medical History section of the musculoskeletal DBQs, examiners must list the Veteran's complaints, even if the complaints remain unchanged from a previous examination report or other evidence of record.
- v. The Contractor will be notified by the COR of its timeliness and quality ratings by way of a Quarterly Performance Evaluation Report. The Quarterly Performance Evaluation Report will be provided to the Contractor within 60 days following the end of the previous quarter.

12.0 PERFORMANCE REQUIREMENT SUMMARY (PRS)

Areas	Unsatisfactory Performance	Expected Standard of Performance	Exceptional Performance
Timeliness			
<p>The Government will measure the timeliness of completion of the examination reports.</p> <p>Total Inventory as measured by: Total pending inventory of Veterans requests for the calendar month</p> <p>Total completed inventory of Veterans request for the calendar month. Note that examinations cancelled due to a vendor's inability to complete the examination in a timely fashion will be counted against timeliness, with date cancelled = date completed.</p> <p><u>Examples:</u></p> <p>i. If total pending inventory for vendor is 10,000 exam requests, then 8,100-8,500 would need to be pending within 7 days to be considered within the expected standard of performance.</p> <p>ii. If total completed inventory for vendor is 10,000 exams requests, then 8,100-8,500 would need to have been completed within 7 days to be considered within the expected standard of performance.</p> <p>Both metrics must be obtained to be considered within the expected standard of performance</p> <p><u>For requests submitted through CAATS:</u></p> <p>Timeliness is defined as the number of days from (1) the date the examination request is accepted and file transfer is submitted by the Contractor to CAATS, to (2) the date the examination report(s) is successfully transmitted to VA by the Contractor.</p>	<p><80% of total inventory for the month Greater than 7 calendar days for CLCW DBQ/C&P Examinations</p> <p><80% of total inventory for the month Greater than 20 calendar days for DBQ/C&P Examinations, other than for Incarcerated Veterans</p> <p>Greater than 30 calendar days (for Incarcerated Veterans)</p>	<p>81-85% of total inventory for the calendar month within 7 calendar days for CLCW</p> <p>81-85% of total inventory within 20 calendar days for DBQ/C&P Examinations, other than for Incarcerated Veterans</p> <p>30 calendar days (for Incarcerated Veterans)</p>	<p>>85% of total inventory less than 7 days for CLCW</p> <p>>85% of total inventory Less than 20 calendar days for DBQ/C&P Examinations, other than for Incarcerated Veterans</p> <p>Less than 30 calendar days (for Incarcerated Veterans)</p>

Areas	Unsatisfactory Performance	Expected Standard of Performance	Exceptional Performance
<p><u>For requests submitted through VBMS:</u></p> <p>Timeliness is defined as the number of days from (1) the date the examination scheduling request for the contention is accepted by the Contractor (system acknowledged receipt of package prior to the triage process), to (2) the date the contention results package for the last contention is successfully transmitted to VBMS through DAS by the Contractor.</p> <p>The Government will evaluate timeliness by calculating the average timeliness of all examinations on a quarterly basis over each year of performance. The data used for calculating the average timeliness will be obtained from CAATS and VBMS. Timeliness Calculation includes accommodation for exclusion of time in defined status/situations.</p> <p>The evaluation of timeliness will be completed on a quarterly basis and will be evaluated independently for each Region. There may be occasions where there are surge in exam request volumes are required. A surge is an influx of significantly higher than normal exam request volume due to a VA initiative or change in VA work requirements mandated by VA leadership or Congress. A surge may also result from one vendor's inability to perform requested work and another vendor assuming the workload.</p> <p>Where appropriate, a temporary waiver of the timeliness standard may be authorized in cases of a surge or circumstances agreed upon in advance by both the Contracting Officer and Program Office. All temporary waivers of the timeliness standard must be signed by the Contracting Officer in order to be effective.</p>			

Areas	Unsatisfactory Performance	Expected Standard of Performance	Exceptional Performance
Quality			
<ul style="list-style-type: none"> Insufficient Exams Inadequate Exams Cancellation Rate <p>Note: The percentages are based on rounding up to a whole number based on two decimal points. Example 81.50% would be = to 82% however 81.49% would be = to 81% would not meet the expected standard of performance.</p> <p>The Government will measure the quality of the vendor's performance in completing examination requests. The Government will evaluate the quality of performance by reviewing a statistically valid sample at the 95 percent confidence level with a 5 percent margin of error. The evaluation of quality will be completed on a quarterly basis. The worksheet or DBQ evaluation will include a review of the following:</p> <ol style="list-style-type: none"> All questions listed on the worksheet(s) shall be addressed and answered as indicated per the worksheet instructions; The correct worksheet(s) were utilized in completing the examination; The appropriate tests, procedures, laboratory work, and x-rays, as indicated on the worksheet(s), were utilized in completing the examination; The DBQ is medically appropriate, with the diagnosis consistent with clinical findings/medical history; and All examination reports satisfy the credential and signature requirements found in Section 10.12 (Examiner Credentials and Signature). 	<p><91%</p> <p><91%</p> <p>>3%</p> <p>For the first 3 months following ramp-up period less than 82%For the second 3 months less than 87% After 6 months less than 92%</p>	<p>91-95% within 8 calendar days</p> <p>91-95% within 8 calendar days</p> <p>NTE 2% of total requests</p> <p>For the first 3 months following the ramp-up period 82%For the second 3 months 87%After 6 months 92%</p>	<p>>95%</p> <p>>95%</p> <p><1%</p> <p>For the first three months following the ramp up period 84% or greaterFor the second 3 months 89%After 6 months 94% or greater</p>

Areas	Unsatisfactory Performance	Expected Standard of Performance	Exceptional Performance
Veteran Satisfaction Survey			
<p>Veteran Satisfaction Survey may be coordinated by a 3rd party Contractor, or in-house by VA's Veterans Experience Office</p> <p>Based on Veteran Responses to Question: "Overall Satisfaction Of Experience" to Include the "Very Satisfied" Or "Somewhat Satisfied";</p>	<=89%	90-94%	>=95%

- 12.1 All of the above areas will be evaluated quarterly, with a monthly teleconference for feedback and informational purposes.
- 12.2 Cancellation reasons that will not impact vendor performance metrics include:
- i. Veteran Fails to Report to Scheduled Exam
 - ii. Veteran Refuses Scheduling
 - iii. Natural Disaster
 - iv. Veteran Unavailable Within Prescribed Contractual Exam Timeframe
 - v. Cancellation Requested by the RO or VACO Program Office
 - vi. Veteran Death/Hospitalization
 - vii. Excluded Exam Request
 - viii. Unable to contact Veteran
 - ix. Veteran relocated or deployed
 - x. Medically unable
 - xi. Medical records not available in VBMS
 - xii. Lack of response from the VA for clarification
- 12.3 See Attachment X which provides a detailed list of the quality review criteria. Any changes to the quality review criteria will be communicated to the vendor from the COR, and the vendor will have 60 days to meet any new changes.
- 12.4 **Monetary Incentive:** A monetary incentive is included with this contract. The intent of the incentive is to encourage continuous improvement, over the life of the contract, beyond the minimum Expected Standard of Performance listed in the PRS. Eligibility to receive the monetary incentive is based on the Contractor's performance in accordance with the criteria listed within the PRS. Performance will be measured on a quarterly basis throughout the life of the contract and the Contractor(s) are eligible, quarterly, to receive the monetary incentive based performance during the previous quarter.
- 12.5 A Contractor may qualify for the monetary incentive if, in a single measured quarter for each Region serviced by the Contractor, the Contractor (1) meets or exceeds the Exceptional Performance Standard for Timeliness, (2) meets or exceeds the Expected Standard of Performance for Quality and (3) meets or exceeds the Expected Standard of Performance for Customer Satisfaction Survey. The incentive earned is a percentage of the measured quarter's total invoiced amount for the particular Region. Following is a table that represents the level of Monetary Incentive to be earned based on the Contractor's ability to exceed the Expected

12.6 Standard of Performance:

Quality Criteria	Incentive/Disincentive
94% or greater	2% Incentive plus any additional incentives *
Less than 92%	2% disincentive plus any additional disincentives

Timeliness Criteria	Incentive/Disincentive
Timeliness (5%) - >85% within 5 calendar days for ACE/CLCW and >85% within 15 calendar days for all other exam types	Incentive 5% plus any additional incentives *
Timeliness (4%) - >85% within 5 calendar days for ACE/CLCW and >85% within 16 calendar days for all other exam types	Incentive 4% plus any additional incentives *
Timeliness (3.5%) - >85% within 5 calendar days for ACE/CLCW and >85% within 17 calendar days for all other exam types	Incentive 3.5% plus any additional incentives *
Timeliness (3%) - >85% within 7 calendar days for ACE/CLCW and >85% within 18 calendar days for all other exam types	Incentive 3% plus any additional incentives *
Timeliness (2.5%) - >85% within 7 calendar days for ACE/CLCW and >85% within 19 calendar days for all other exam types	Incentive 2.5% plus any additional incentives *
Timeliness (2%) - >85% within 7 calendar days for ACE/CLCW and >85% within 20 calendar days for all other exam types	Incentive 2% plus any additional incentives *
Timeliness (3%) - <80% within 10 calendar days for ACE/CLCW and <80 % within 22 calendar days for all other exam types	disincentive 3% plus any additional other disincentives
Timeliness (4%) - <80% within 10 calendar days for ACE/CLCW and <80 % within 24 calendar days for all other exam types	disincentive 4% plus any additional other disincentives
Timeliness (5%) - <80% within 10 calendar days for ACE/CLCW and <80 % within 26 calendar days for all other exam types	disincentive 5% plus any additional other disincentives

Veteran Satisfaction Criteria	Incentive/Disincentive
95% or greater	1% Incentive plus any additional incentives *
Less than 90%	1% disincentive plus any additional disincentives

12.7 The Contractor will be notified by the COR of its timeliness and quality ratings by way of a Quarterly Performance Evaluation Report. The Contractor may invoice for the monetary incentive once the

Contractor receives a quarterly performance evaluation report that indicates it has met the requirement for the monetary incentive (see CLIN 0022C). The Quarterly Performance Evaluation Report will be provided to the Contractor within 2 months following the end of the previous quarter.

- 12.8 **Examination Requests:** For any Region in which two or more Contractors provide MDEs, 100% of the total examination request volume will be split equally among each of the Contractors throughout the period of performance. For example, if two Contractors support a given Region, each of the two Contractors will receive, as a minimum quantity (see FAR 16.504(a) (2)), 50% of the total examination volume for that Region if they are both meeting the expected standards of performance as noted above (timeliness, quality, Veteran satisfaction survey).
- a. VA reserves the right to redistribute the total examination request volume among the vendors if any vendor does not meet the expected standards of performance.
 - i. For example, if Contractor A is not meeting its timeliness expected standard of performance, VBA may redistribute a percentage of examination requests for Contractor A's workload until such time as Contractor A is once again meeting expected standard of performance. This would include both examinations that are pending with a Contractor A that do not have an examination scheduled or are not scheduled to be completed within a reasonable timeframe and new examinations that have not been submitted to a Contractor.
 - ii. MCEPO will identify and review any cases which have already been assigned to a Contractor that are past the expected standard of performance for timeliness and redistribute work at its discretion using the Exam Management System (EMS) in VBMS. New examination request workload will also be adjusted in VBMS EMS.
 - iii. The percentage of examination request volume as determined by the Government shall be binding on each Contractor, and the Contractor is required to perform the requested number of examinations in accordance with all terms of this contract.
 - iv. The Contractor shall notify the CO and COR of any concern with the allocation of examination request volume, in writing, within 48 hours of becoming aware of the issue.
 - v. Detailed information regarding Contractor timeliness, quality, and Veteran satisfaction survey will be continuously available to the Government and summarized for each Contractor in the Quarterly Performance Evaluation Report. Contractor capacity to handle the additional volume of work for a particular Region or VA Regional Office will be considered through consultation between the COR, Region and/or VA Regional Office personnel, and the Contractors.
 - vi. VBA reserves the right to be reimbursed from a Contractor for reasonable costs associated with the redistribution of work based on a vendor's failure to meet the expected standards of performance. The costs will include but are not limited to the additional labor costs that VBA incurs and any price differential due to workload reassignment.
 - vii. If a Contractor fails over an extended period of time to meet the expected performance standards the CO reserves the right to not

exercise option years and use an alternative method to ensure continuity of operations for examinations.

- b. The Contractor will be notified of its timeliness, quality, and Veteran survey rating by way of a Quarterly Performance Evaluation Report. The Quarterly Performance Evaluation Reports will be provided to the Contractor within two calendar months following the end of the previous quarter. The performance information in the Quality Performance Evaluation Report provides each Contractor with an indication of how well it is performing.

13.0 TRAVEL

The Contractor may visit the Regional Offices; however, site visits must be approved by VA Regional Office (VARO) leadership in advance with two weeks notification provided to VBACO. No drop in visits shall be allowed. Conversations shall be limited to local issues impacting Veterans or specific Veteran's claims. Any issues regarding the contract shall not be discussed without participation by the Mandatory Contracted Examination Program Office (MCEPO). No vendor shall make arrangements with local VA leadership to cancel examinations. There shall be no discussion regarding the distribution of work. VAROs are required to utilize Exam Request Routing Assistance (ERRA) tool (until full VBMS integration) when routing examination to vendors. MCEPO maintains ERRA, so any requests for modifications to ERRA will be coordinated through MCEPO. Contractor must notify COR of any planned visits two weeks in advance. No vendor will request modifications to current VBA policies or procedures through VARO leadership. Should the need to modify policy or procedures arise, this will be coordinated through the MCEPO (i.e. special ordering instructions for certain types of examinations). MCEPO can, and will, coordinate procedural changes on an as needed basis. No vendor will provide VARO leadership with any training materials, or coordinate any such training. Any such materials or requests must be submitted to MCEPO for review and possible dissemination and/or inclusion in national material. Elements of the site visit, such as the date, time, and RO POC must be provided. Further, Contractor will include information in its monthly report, noting dates, locations and synopsis of site visits conducted in current month. Travel costs will be at the Contractor's expense and not reimbursed by VA.

The Government will not compensate or reimburse the Contractor or its SubContractors for any travel in relation to performance of any requirement under this contract, except for examinations for incarcerated or Housebound Veterans.

The MCEPO will conduct site visits on a random and complaint basis. Sites to be visited include corporate headquarters, established clinics, subcontracted clinics locations, and complaint based sites. Two weeks advance notice will be given for site visits to corporate headquarters, 24 hour notice will be given prior to any complaint based visit, and 48 hours for any random based visit to established clinics or subcontracted clinic locations. These advance notice timelines are put in place to minimizing any potential disruptions due to site visits. Contractors shall ensure that a member of their program management office is on site for any random or complaint based site visit. MCEPO staff members who may conduct site visits include leadership team, members of the acquisitions, quality and operations staffs, and medical officers. The standard of review for a site visit will be based on Americans with Disabilities Act (ADA), Joint Commission on Accreditation of Healthcare Organizations (JCAHO), OSHA, and any applicable state or local standards. Upon notice of a complaint based site visit, complaint documentation will be provided to the Contractors leadership staff.

In accordance with Section 9.7 and 10.24, examination providers may occasionally be required to perform an examination on a Veteran who is housebound or incarcerated in a State or Federal Prison facility. Some examinations are not viable to be performed in these setting due to the required medical equipment. Travel to the Veteran's home address or such facilities may be required and will be subject to prior approval by the COR. The Contractor shall make no travel arrangement without prior approval by the COR. Travel expenses shall not exceed the NTE amount in the travel CLIN 0022A found in Section B.3 (Schedule of Prices). Contractor travel will be made in accordance with FAR part 31.205-46, Travel costs. Mileage shall be calculated using directional mapping tools, such as Google Maps (<https://www.google.com/maps>), MapQuest (<http://www.mapquest.com>), or Bing Maps (<https://www.bing.com/maps>). Each Contractor invoice must include copies of all receipts that support the travel costs claimed in the invoice. Anticipated travel expenses may include, but are not limited to, roundtrip travel from the examination provider's place of business or residence to the prison facility. See FAR part 31.205-46 and Federal Travel Regulations (FTR) for specific guidelines covering the Contractor incurred travel costs. The Contractor shall invoice for travel under CLIN 0022A and/or CLIN 0022B. If the Contractor travels to the Veteran, VBA will reimburse the vendor at the same mileage rate at which a Veteran is reimbursed.

14.0 TRAINING

The Contractor shall comply with the requirements in Section 8.2 of the PWS, in addition to the following training requirements.

- 14.1 **Examiner Training:** The Contractor shall provide an orientation and instruction to the examiners for conducting examinations for VA purposes based on the requirements provided in the DBQ/C&P examination worksheets. In addition, the Contractor shall provide training to the examiners to:
- a. Explain the differences between a VA disability examination protocol versus the examination protocol for treatment purposes;
 - b. Ensure an appropriate attitude towards Veterans and their unique circumstances;
 - c. Ensure that examiners understand VA's use of the term "at least as likely as not" in the formation of any requested medical opinions;
 - d. Explain the concept of presumptive diagnoses in view of unique circumstances of military service;
 - e. Ensure that examiners understand how to assess and document pain in accordance with VA regulations;
 - f. Follow state law protocol where medical or psychiatric emergencies arise;
 - g. Provide appropriate notification to follow-up on abnormal findings;
 - h. Obtain DMA certification (available from VA) as appropriate; and
 - i. Maintain and assure privacy protection under federal and state law, including, but not limited to the Privacy Act.
- 14.2 **DMA Certification:** All providers MUST take the DMA General Certification Course prior to performing examinations. Sub-Contractors who perform one or more of the five specialty examinations listed below are required to take the additional course(s) listed in order to obtain DMA Certification (all courses are available through <https://www.vha.train.org>): Currently vendors ingest the training information into their own systems and disseminate it to their clinicians. However this may change with future enhancements to training delivery systems. Providers must be recertified every three years. Furthermore providers must be recertified if they have not performed a C&P examination within the past twelve months. (*Note 213/218/VHA needs to develop refresher course.)

- a. Examiners who perform Initial Mental Disorders examinations shall take the DMA Initial Mental Disorders Examination;
- b. Examiners who perform Initial Post Traumatic Stress Disorders (PTSD) examinations shall take the DMA Initial Post Traumatic Stress Disorder (PTSD) Examination;
- c. Examiners who perform Review Post Traumatic Stress Disorder (PTSD) examinations shall take the DMA Post Traumatic Stress Disorder (PTSD) Review Examination or DMA Initial Post Traumatic Stress Disorder (PTSD) Examination;
- d. Examiners who perform Review Mental Disorders exams shall take either the DMA Mental Disorders Review Examination OR DMA Initial Mental Disorders Examination;
- e. Examiners who perform Musculoskeletal examinations (Joints, Feet, or Spine) shall take the DMA Musculoskeletal Examination; and
- f. Examiners who perform Traumatic Brain Injury (TBI) examinations shall complete the DMA TBI training module.
- g. All examiners shall complete military sexual trauma (MST) protocol training, DMA Military Sexual Trauma and the Disability Examination Process, in VHA Train.
- h. All examiners shall complete the mandatory Gulf War Examination (GWE) training course in VHA Train.
- i. All examiners shall complete the DMA aggravation opinions in VHA Train.
- j. All examiners shall complete the DMA medical opinions in VHA Train.

14.3 **Training Materials:** The Contactor shall provide the training materials and the worksheets to each examiner either in paper or in electronic format.

14.4 **Training Records:** VA policy requires all new examiners be certified prior to performing examinations. The Contractor shall be responsible for tracking and maintaining each examiner's certification. The Contractor shall provide documentation and maintain records that the physicians performing the disability examinations have received the training noted above.

14.5 **Physician Assistant (PA) Requirements:** The Contractor shall ensure that all PAs meet the following requirements:

- a. The PA holds a full, active, current, and unrestricted PA license from a state in which the services are performed;
- b. A physician (M.D./D.O.) licensed to practice in the state in which the PA is licensed is designated as the PA's supervising physician;
- c. A Scope of Practice or Practice Plan, and any other requirements by the state of licensure for PA clinical practice, are submitted and approved by the appropriate licensing boards; and
- d. The PA is certified by the National Commission on Certification of Physician Assistants and remains certified during their period of employment by the vendor.

14.6 **Nurse Practitioner (NP) Requirements:** The Contractor shall ensure that all NPs meet the following requirements:

- a. Possess a current, full, active and unrestricted nursing license;
- b. Be a graduate from an accredited school of nursing, either by the appropriate State agency, or the National League for Nursing Accrediting Commission (NLNAC) or the Commission on Collegiate Nursing Education (CCNE) at the time the program was completed; and must have a minimum of an Master of Science in Nursing (MSN), with a major in the clinical nursing specialty to which the nurse is to be assigned;

- c. Have a full and current NP (e.g. NP, Clinical Nurse Specialist (CNS)) board certification from a certifying nursing body, which must be in the specialty to which the individual is being appointed or selected. Certification needs to be relative to the needs of the Veteran population receiving MDE services;
- d. If the NP is in an independent state, where they practice independently, they will continue to practice independently;
- e. If the NP is in a state that requires a collaborating agreement, then the NP will have a collaborative physician, assigned in writing, who agrees to their scope of practice, available for audit by the COR. This physician is to provide consultation, collaboration, and/or referral, and should be available by telephone or by other communication device when not physically available on the premises. There will also be a second physician designee available as backup for consultation, collaboration, and/or referral purposes when the primary collaborating physician is not available.

15.0 CONTRACTOR PERSONNEL

- 15.1 The Contractor shall ensure that its employees and SubContractors maintain current and valid State Medical Board certifications, licenses and VA required certifications before performing work under this contract.
- 15.2 **Privacy Act Information:** The Contractor's staff will have access to sensitive information contained in Veterans' records. The Contractor shall prevent the unauthorized release of information obtained by employees in the performance of work required by this contract. The Contractor shall ensure that employees are aware of and receive training, as necessary, on all regulations and laws such as the Privacy Act that restrict the release of information. Veterans' claims files, all examination reports, and all testing results are the property of VA, and the information contained therein is protected under the Privacy Act. All Veteran claims folders forwarded for copying/scanning must be maintained in locked files while under the care of the Contractor.
- 15.3 **License/Credential Documentation:** The Contractor shall maintain documentation of its examination providers' licensing/credentialing review on file and make that information available to VA for review on request. VA will not provide a specific form. The Contractor shall provide the status of the examiners on a monthly basis to ensure that licensing is current and has not been revoked or disciplinary proceedings involving professional conduct are pending. The Contractor shall send a report to the COR certifying completion of this review and notify them of any discrepancies and resolutions. The Contractor shall also provide an up to date, complete list of its SubContractors quarterly. The list shall contain the SubContractor's:
 - a. First and last name;
 - b. State of licensure;
 - c. License number;
 - d. Specialty; and
 - e. Accreditation.

In the event the vendor discovers that examinations have been conducted by a provider that is not properly, licensed and trained (Inadequate Provider), the vendor shall cease to use the provider immediately and notify the COR within the same business day. The vendor shall provide the COR with a list of all examinations conducted by the inadequate provider during the time their license or training was not in accordance with the terms of the contract. At the request of VBA, the vendor shall re-examine Veterans at no cost to VBA. The vendor shall also return any amounts paid for the examination to VBA. Due to the amount of rework required and the inconvenience to both the Veteran

and VBA, VBA may consider assessing a negative incentive up to \$1,000/per examination by an Inadequate Provider and at the discretion of the Contracting Officer.

- 15.4 **Conflict of Interest:** The Contractor shall not employ any person who is an employee of the U.S. Government if employing that person would create a conflict of interest. The Contractor shall not employ any person who is an employee of the Federal Government, either military or civilian, unless such person seeks and receives approval in accordance with the Joint Ethics Regulation (JER). This policy is available to the Contractor upon request. The Contractor shall also comply with all relevant requirements under Section 19.0 (Security), including privacy and security provisions from VA Handbook 6500.6 and the liquidated damages provisions found in 38 U.S.C. § 5725.

16.0 CONTRACTOR EXPERIENCE REQUIREMENTS – KEY PERSONNEL

- 16.1 Skilled experienced professional and/or technical personnel are essential for successful Contractor accomplishment of the work to be performed under this contract and subsequent task orders and option. These are defined as key personnel and are those persons whose résumés shall be submitted. The CO & COR shall be notified of any changes to key personnel. Key personnel replacements require pre-approval by the CO & COR.
- 16.2 **Key Personnel:** The following positions are designated as Contractor Key Personnel:
- a. **Program Manager:** A Program Manager, for purposes of this contract, is defined as a person with a bachelor's or more advanced degree in a relevant field of study and 5 years' experience relevant to the contract requirements, successfully managing a large-scale program, encompassing multiple projects, with a total lifecycle budget and complexity comparable to the task order at hand. Such experience shall include planning, initiating, managing, executing, and closing out programs in support of an agency's mission;
 - b. **Medical Director:** A Medical Director, for purposes of this contract, is defined as a physician with a Doctor of Medicine (M.D.) or Doctor of Osteopathy (D.O.) degree, licensed in good standing by a State Medical Board, plus 10 years of experience relevant to the contract requirements who provides guidance, leadership, oversight and quality assurance for the practice of performing medical disability examinations. The medical director is generally responsible for providing leadership to the group of physicians who assist with the provision of medical disability examinations;
 - c. **Subcontracting Plan Manager** (in accordance with FAR 52.219-9(d)(7)): A Subcontracting Plan Manager, for purposes of this contract, is defined as person with a bachelor's or more advanced degree plus 5 years of experience relevant to the contract requirements, responsible for negotiating subcontracts and finding and coordinating with medical disability examination providers and other suppliers. The Subcontracting Plan Manager negotiates and administers agreements between the prime Contractor and SubContractors that perform the required services under this contract;
 - d. **Quality Assurance Specialist:** A Quality Assurance Specialist, for purposes of this contract, is defined as a person with a bachelor's or more advanced degree plus 3 years of experience relevant to the contract requirements who conducts quality assurance audits of medical disability examination providers and related examination reports assuring that contract standards are maintained and the integrity of examination reports is preserved. Consults with the Medical Director and examination providers to resolve quality, process, and efficiency problems; and

- e. **Training Director:** A Training Director, for purposes of this contract, is defined as a person with a bachelor's or more advanced degree plus 5 years of experience relevant to the contract requirements who directs the design, planning, and implementation of training programs, policies, and procedures in support of all contract requirements. The Training Director approves new training techniques and suggests enhancements to existing training programs. The Training Director oversees relationships with the prime Contractor and all SubContractors to ensure all training requirements are completed and maintained.
- f. **Information Security Officer (ISO):** An Information Security Manager, for purposes of this contract, is defined as a person with a bachelor's or advanced degree plus 8-10 years of experience in managing and achieving information security and information technology regulatory compliance. This individual is responsible for the security associated with the vendor's system and the interface(s) with the VA, to include protection of the Veteran's personal, health, & benefits related information. This role works with the vendor's internal information technology team and with the VA's information technology, security and privacy teams to address the requirements needed to achieve and maintain a VA Authority to Operate (ATO). This individual will:
 - i. Coordinates BI/PIV for security personnel and access to the security-related tools used by the VA
 - ii. Ensures all information security evidence is accurate, complete, and is less than one year old,
 - iii. Responds to VA data calls pertaining to information security and privacy,
 - iv. Reviews security questionnaires on a periodic basis to ensure it reflects the current status,
 - v. Reviews GRC when changes to the system are implemented to determine impact and implement plan to update ATO,
 - vi. Coordinates required scans with VA NSOC,
 - vii. Supports Security Controls Assessments (SCAs) conducted by the VA, and
 - viii. Assists with management of information security incidents related to VA data or systems.
 - ix. See Section 18 & 19.8 for additional details regarding ISO responsibilities, to include vendor database integrity and compliance with this PWS.

16.3 **Substitution:** Any personnel the Contractor offers as substitutes shall have the ability and qualifications equal to or better than the requirements specified by the contract. Requests to substitute personnel shall be submitted to the COR and approved by the CO & COR. All requests for approval of substitutions in personnel shall be submitted to the CO & COR not later than 30 calendar days prior to making any change in key personnel. The request shall be written and provide a detailed explanation of the circumstances necessitating the proposed substitution. The Contractor shall submit a complete résumé for the proposed substitute, any changes to the rate specified in the order (as applicable) and any other information requested by the CO & COR needed to approve or disapprove the proposed substitution. The CO & COR will evaluate such requests and promptly notify the Contractor of approval or disapproval thereof in writing.

17.0 EXAMINER CREDENTIALING

17.1 The Contractor shall ensure all examiners have all licenses, permits, accreditation, and certificates required by the State Medical Board in the state where examinations are performed, with the exception of physicians operating under the License Portability Act (Public Law 114-315 – HR6416 Section 109). Documentation of such licensure shall be provided electronically and securely to the COR upon request by VA. VA will not provide a specific form. The documents may be emailed or faxed, and sent as formatted on the National Provider Identifier (NPI) website for the state in which the provider is licensed. The Contractor shall ensure that only licensed graduates of an accredited school conduct the examinations. All licenses held by personnel working on this contract shall be full and unrestricted licenses. A resident physician who conducts examinations must have a personal license and not a limited (umbrella) license from a hospital. The Contractor shall ensure all examiners have all licenses, permits, accreditation, and certificates required by law. Documentation of such licensure shall be provided electronically and securely to the CO upon request by VA. VA will not provide a specific form. The documents may be emailed or faxed, and sent as formatted on the National Provider Identifier (NPI) website for the state in which the provider is licensed. The Contractor shall ensure that only licensed graduates of an accredited school conduct the examinations. A physician may conduct an examination pursuant to this PWS at any location in any State, the District of Columbia, or a Commonwealth, territory, or possession of the United States, so long as the examination is within the scope of this PWS.

- a. Who is either prohibited from participating in, excluded, suspended, or otherwise barred from participation in the Medicare or Medicaid programs or any other Federal or Federally-assisted program;
- b. Whose license to provide health care services is currently revoked or suspended by a State licensing authority pursuant to adequate due process procedures for reasons bearing on professional competence, professional conduct, or financial integrity, or for such other reasons as may be valid in the licensing jurisdiction; or
- c. Who, until a final determination is made, has surrendered such a license while formal professional disciplinary proceedings are pending.

17.2 **Licensed Facilities:** The Contractor shall provide examiners who are licensed in the state where the examinations will occur to provide examinations or in accordance with Public Law 114-315 – HR6416 Section 109 and appropriately licensed facilities to conduct required laboratory testing, for the following areas, including, but not limited to:

- a. Musculoskeletal;
- b. Organs of sense, infectious, immune, and nutritional deficiencies;
- c. Respiratory;
- d. Cardiovascular;
- e. Digestive;
- f. Genitourinary;
- g. Gynecological and breast;
- h. Hemic and lymphatic;
- i. Skin;
- j. Endocrine;
- k. Traumatic brain injury (TBI);
- l. Neurologic;

- m. Mental disorders; and
- n. Dental and oral examinations.

- 17.3 **Licensed Psychologists:** For all mental examinations including those for initial and review cases of Post-Traumatic Stress disorder, the Contractor shall ensure that all psychologists have a doctoral degree in psychology, i.e., PhD or PsyD, from a graduate program in psychology accredited by the American Psychological Association (APA). The specialty area of the degree must be consistent with the assignment for which the applicant is to be employed (for example, a child psychologist cannot examine adults). All psychologists shall hold a full, current, and unrestricted license to practice psychology at the doctoral level in the State, Territory, Commonwealth of the United States (e.g., Puerto Rico), or the District of Columbia where the examination takes place.
- 17.4 **Licensed Audiologists:** All audiologists shall hold a full, current, and unrestricted license in audiology from a State, Territory, Commonwealth of the United States (e.g., Puerto Rico), or the District of Columbia (38 CFR § 4.85). As a licensed independent practitioner, audiologists shall hold an earned masters or doctorate degree from a college or university accredited by either the Accreditation Commission for Audiology Education (ACAE) or the Council on Academic Accreditation in Audiology and Speech-Language Pathology (CAA) of the American Speech-Language-Hearing Association (ASHA). Audiologists must provide a comprehensive battery of tests with measures of test/retest reliability. Audiologists must provide a comprehensive battery of tests with measures of test/retest reliability. The Contractor shall ensure the Maryland CNC test is used for speech discrimination. Audiologists who perform C&P examinations must hold a full, current, and unrestricted license in audiology from a State, Territory, Commonwealth of the United States (e.g., Puerto Rico), or the District of Columbia (38 CFR § 4.85).
- 17.5 **Licensed Ophthalmologists:** The Contractor shall ensure that Ophthalmologists or licensed optometrists are used for eye examinations.

18.0 APPLICABLE VA INFORMATION SYSTEMS

The Contractor shall have the capability to interface securely with VA Information Systems according to federal security requirements, including NIST SP800-47, covering:

- 18.1 **DAS:** The DAS serves as a proxy between consumers and producers of data. Consumers initiate all data transactions. In responding to consumers, the DAS aggregates data from multiple producers. The DAS interacts with Identity Management and Veteran Authorization and Policy (VAP) to ensure that all such data transactions maintain the integrity of personal data associated with individuals. DAS allows bilateral system to system tracking of examination scheduling requests and VA to ingest C&P examination data from producers, stores the data in a common repository and make the data available to others. C&P examination data includes requests for examination, status updates for examination requests, and examination results.
- 18.2 **Veterans Benefits Management System (VBMS):** VBMS is a web-based, electronic claims processing solution complemented by improved business processes. VBMS is part of the Department of Veterans Affairs' (VA) larger organizational transformation effort. Implementation of VBMS is helping VA meet increasing demand while providing more timely and responsive customer service to Veterans and their families. VBMS is currently assisting in eliminating the existing claims backlog and, once fully developed and deployed, will serve as the enabling technology for quicker, more accurate, and integrated claims processing.

- 18.3 VBMS is implemented using Agile methodology, delivering a major release every 12-14 weeks. Each software release includes new functionality and prioritized defect fixes. The incremental delivery approach allows the software development team to continuously and quickly respond to user needs and feedback as the software product is built.
- 18.4 Contractor may also use an Agile methodology where appropriate to implement their interactions with VBMS and DAS in an incremental fashion when agreed upon by both parties. Partial implementation of VBMS requirements is allowed and desirable to the extent agreed upon, but does not absolve the Contractor from completing all specified requirements and milestones as set forth in the agreed upon timeline.
- 18.5 **Centralized Administration Accounting System (CAATS):** CAATS is an automated web-based system application developed in C#.NET that is maintained by the Administrative and Loan Accounting Center (ALAC) in Austin, TX. CAATS allows for electronic input and approval of transactions; provides an electronic audit trail; streamlines document and transaction processing; and produces transaction activity reports. CAATS is accessed from VAROs where authorized users have the capability to input and process examination requests to the Contractor. CAATS users include VA Contractors and VA employees.

CAATS is hosted on web servers at ALAC which has a complete and modern hosting facility. The CAATS external system interfaces with the CAATS internal system. Additionally, CAATS contain a Microsoft SQL Server database to record external and internal information, such as users, configuration, access logs, as well as data to record all of the events and usage of the CAATS system. The database provides for comprehensive web-based reporting using Microsoft's integrated SQL Reporting Service. The CAATS – Contractor Access Form must be completed and submitted prior to accessing the external website. Once VA enters the Individual Examination request in CAATS, the request is secured and automatically sent via internet to the Contractor. The use of Secure File Transfer Protocol (SFTP) is used to exchange encrypted, zipped files between VA and the Contractor multiple times during the business day. A Dynamic Link Library (DLL), which contains an embedded key to decrypt/encrypt files sent by CAATS, supplies the encryption mechanism. The encrypted files are sent in a zip format via Secure Socket Layer (SSL) using a RSA 2048Bit/SHA1 certificate provided by Verisign to encrypt the SSL session.

The CAATS file transfer function has primary availability Monday through Sunday from 7:00 am Central Time to 9:00 pm Central Time. Non-critical availability will be provided at all other times and whenever possible, maintenance and updates will be performed outside of primary availability timeframes. Best efforts will be made to keep the system operational outside of primary availability timeframes.

19.0 SECURITY

- 19.1 VA Information and Information System Security/Privacy Requirements General
- 19.2 All Contractors and Contractor personnel shall be subject to the same Federal security and privacy laws, regulations, standards and VA policies as VA, including the Privacy Act, 5 U.S.C. § 552a, and VA personnel, regarding information and information system security. Contractors must follow policies and procedures outlined in VA Directive 6500, Information Security Program; and VA Handbook 6500.6, Contract Security which are available at: <http://www1.va.gov/vapubs> and its handbooks to ensure appropriate security controls are in place.
- 19.3 Access to VA Information and VA Information Systems

VA will supply the Contractor with the minimum logical (technical) and/or physical access to VA information and VA information systems for employees, SubContractors: (1) to perform the services specified in the contract; (2) to perform necessary maintenance functions for electronic storage or transmission media necessary for performance of the contract; and (3) for individuals who first satisfy the same conditions, requirements, and restrictions that comparable VA employees must meet to have access to the same type of VA information.

All Contractors and SubContractors working with VA Sensitive Information are subject to the same investigative requirements as those of regular VA appointees or employees who have access to the same types of information. The level of background security investigation will be in accordance with VA Directive 0710, Handbook 0710, which are available at: <http://www1.va.gov/vapubs>, and VHA Directive 0710 and Implementation Handbook 0710.01, which are available at: <http://www1.va.gov/vhapublications/index.cfm>.

Contractor is responsible for screening its employees. The following are VA's approved policy exceptions for meeting VA background screenings/investigative requirements for certain types of Contractor personnel:

- a. Contractor personnel not accessing VA information resources, such as personnel hired to maintain the medical facility grounds, construction contracts, utility system Contractors, etc.;
- b. Contractor personnel with limited and intermittent access to equipment connected to networks on which no VA sensitive information resides;
- c. Contractor personnel with limited and intermittent access to equipment connected to networks on which limited VA sensitive information resides and with limited and intermittent access to facilities at which they are escorted.

19.4 **VA Information Custodial Requirements**

VA information provided to the Contractor for either the performance or administration of this contract shall only be used for those purposes. No other use is permitted without the CO's express written authorization. This clause expressly limits the Contractor's rights to use data as described in Rights in Data - General, FAR 52.227-14(d)(1). The Government shall retain the rights to all data and records produced in the execution or administration of this contract.

Prior to termination or completion of this contract, Contractor will not destroy information received from VA or gathered or created by the Contractor in the course of performing this contract without prior written approval by the CO. A Contractor destroying data on VA's behalf must do so accordance with National Archives and Records Administration (NARA) requirements as outlined in VA Directive 6300, Records and Information Management and its Handbook 6300.1 Records Management Procedures, and applicable VA Records Control Schedules. All data and reports shall be transferred to VBA upon contract completion.

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

The Contractor shall not use technologies banned in VA in meeting the requirements of the contract (e.g., Bluetooth-enabled devices).

19.4.1 Physical Security

If the contract requires taking VA data to a Contractor site and the data contains Personally Identifiable Information, the Contractor will provide an independent physical security assessment of their facility to the COR prior to commencing work. General guidelines for physical security can be found in VA Directive 0730, Section 6 (Physical Security) and VA Memorandum (subject: IT Oversight & Compliance Information Physical Security Assessments), dated October 24, 2007.

19.4.2 Training

All Contractor and SubContractor personnel requiring access to VA information and VA information systems shall complete the following before being granted access to VA information and networks:

- i. Sign and acknowledge understanding of and responsibilities for compliance with the National Rules of Behavior related to access to VA information and information systems;
- ii. Successfully complete VA Information Security Awareness training and annual refresher training as required;
- iii. Successfully complete VA Privacy Awareness training and annual refresher training as required; and
- iv. Successfully complete any additional Information Security or Privacy training as required for VA personnel with equivalent information system access.

The Contractor shall provide to the COR a copy of the training certificates for each applicable employee within one week of the initiation of the contract and annually thereafter, as required. These online courses are located at www.tms.va.gov. To self-enroll, click the "Create New User" button on the red bar and complete the assigned training. The COR will provide the Contractor with the appropriate information to complete self-enrollment. Technical issues with TMS should be directed to the TMS help desk at vatmshelp@va.gov or 1.866.496.0463.

Failure to complete this mandatory training within the timeframe required will be grounds for suspension or termination of all physical and/or electronic access privileges and removal from work on the contract until such time as the training is completed.

19.5 Contractor Responsibilities

19.5.1 Contractor Personnel Security

All contract employees who require access to VA site(s) and/or access to VA local area network (LAN) systems shall be the subject of a background investigation and must receive a favorable adjudication from the VA Security and Investigations Center (SIC). These requirements are applicable to all SubContractor personnel requiring the same NACI Background Investigation. The level of background security investigation will be in accordance with VA Directive 0710 dated September 10, 2004 and is available at http://www1.va.gov/vapubs/viewPublication.asp?Pub_ID=85&Ftype=2.

19.5.2 Background Investigation

All contract employees shall have a NACI-level background investigation

The Contractor shall bear the expense of obtaining background investigations or reciprocals of previous investigations held that meet or exceed the required investigation level. The cost of background investigations is based on the current Office of Personnel Management (OPM) rate at the time the application is processed at OPM. Fiscal Year 2015 rates are as follows: Low Risk (NACI) \$333, Moderate Risk (MBI) \$1,080, High Risk (BI) \$3,425 or Reciprocals are \$75. VA will pay for investigations or reciprocals processed through the VA SIC and conducted by OPM in advance; however the Contractor shall reimburse the full cost of background investigations/reciprocals to VA within 30 days of Bill of Collections received from VA. Immediately after BPA award, the COR will provide the Contractor with the following background investigation documents to be completed by the Contractor and returned to the COR to begin the background investigation process for all contract employees working on the contract who will have access to VA facilities, VA systems, or privacy data:

- a. Background Investigation Request Worksheet (See Attachment A);
- b. Optional Form 306 – Declaration of Federal Employment; and
- c. Fingerprint Request Form.

Upon receipt of the above-stated documents from the COR, VBA Acquisition Staff will submit the background investigation package to the VSC Security Specialist for processing through the SIC. Upon notification of favorable fingerprint results, the Contractor may begin work while the background investigation is ongoing. Thereafter, the Contractor will receive an email notification from the SIC identifying the website link that includes detailed instructions regarding completion of the background clearance application process in the Electronic Questionnaires for Investigations Processing (e-QIP) system. E-QIP is an online, Internet accessible system where the Contractor employee shall complete the security questionnaire required for OPM to process the background investigation.

Contractors who have a current favorable background investigation previously conducted by OPM or Defense Security Service (DSS) may be accepted through reciprocation. When a previous clearance is currently held, it does not preclude the vendor from submitting a complete Background Investigation Package as stated above to the COR immediately after contract or task order award for all contract employees who will be working on the contract. The Contractor shall prescreen all personnel who require access to VA site(s) and/or access to VA LAN systems to ensure they maintain a U.S. citizenship or Alien Registration that authorizes them to work in the U.S. and are able to read, write, speak and understand the English language.

19.5.3 Contract performance shall not commence before:

- a. The VSC has confirmed favorable fingerprint results; or
- b. SIC confirms that it has received the Contractor's investigative documents, the documents are complete, and that the investigation information has been released to OPM for scheduling of the background investigation; or
- c. VSC or the SIC has confirmed that the verified investigation will be reciprocated. The Contractor, if notified of an unfavorable adjudication by the Government, shall withdraw the employee from consideration from working under the

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

- 19.5.4 The Contractor shall be responsible for the actions of those contract and subcontract employees they provide to perform work for VA. In the event damages arise from work performed by Contractor personnel, under the auspices of the contract, the Contractor shall be responsible for resources necessary to remedy the incident.
- 19.5.5 Should the Contractor use a vendor other than OPM or DSS to conduct investigations, the investigative company must be certified by OPM/DSS to conduct Contractor investigations. The Vendor Cage Code number must be provided to the VA SIC, which will verify the information and conclude whether access to the Government's site(s) and/or VA LAN systems can be granted.

The investigative history for Contractor personnel working under this contract must be maintained in the databases of either OPM or the Defense Industrial Security Clearance Organization (DISCO).

19.6 Government Responsibilities

- 19.6.1 After the SIC has adjudicated the background investigation package from the Contractor, the SIC will send an e-mail notification to the Contractor and their POC identifying the e- QIP website link that includes detailed instructions regarding completion of the background clearance application process and the level of background that was requested.
- 19.6.2 Upon receipt of required investigative documents, SIC will review the investigative documents for completion and initiate the background investigation by forwarding the investigative documents to OPM to conduct the background investigation. If the investigative documents are not complete, the SIC will notify the vendor of deficiencies and include corrective instructions.
- 19.6.3 VA will pay for investigations and reciprocals processed through the VA SIC and conducted by OPM in advance, however, the Contractor shall reimburse the full cost of background investigations/reciprocals to VA within 30 days of Bill of Collections from VA. VA shall send up to three plus one final delinquent notice to the Contractor. If the Contractor does not adhere to the Bill of Collections, future invoices may be subject to be offset by VA to recoup background investigation costs and may be considered grounds for default.
- 19.6.4 The COR will notify and forward the Contractor a copy of the Certificate of Investigation when the background investigation has been favorably adjudicated or a Certificate of Eligibility (Form 4236) if the investigation has been reciprocated. The COR will also notify the Contractor of an unfavorable adjudication by the Government.
- 19.6.5 Security Incident Investigation: The term "security incident" means an event that has, or could have, resulted in unauthorized access to, loss or damage to VA assets, or sensitive information, or an action the breaches VA security procedures. The Contractor/SubContractor shall immediately notify the COR and simultaneously, the designated ISO and Privacy Officer for the contract of any known or suspected security/privacy incidents, or any unauthorized disclosure of sensitive information,

including that contained in system(s) to which the Contractor/SubContractor has access.

19.7 Liquidated Damages

This PWS is further subject to the statutory requirement to assess liquidated damages against Contractors and/or SubContractors under 38 U.S.C. § 5725 in the event of a breach of Sensitive Personal Information (SPI)/Personally Identifiable Information (PII). Said liquidated damages shall be assessed at \$37.50 per affected Veteran or beneficiary. A breach in this context includes the unauthorized acquisition, access, use, or disclosure of VA SPI which compromises not only the information's security or privacy but that of the Veteran or beneficiary as well as the potential exposure or wrongful disclosure of such information as a result of a failure to follow proper data security controls and protocols.

19.8 Reserved

19.9 Information System Hosting, Operation, Maintenance, or Use

- 19.9.1 For information systems that are hosted, operated, maintained, or used on behalf of VA at non-VA facilities, Contractors/SubContractors are fully responsible and accountable for ensuring compliance with all Privacy Act, FISMA, NIST, FIPS, OMB, and VA security and privacy directives and handbooks. This includes conducting compliant risk assessments, routine vulnerability scanning, continuous monitoring, system patching and change management procedures, and the completion of an acceptable contingency plan for each system. The Contractor's security control procedures must be equivalent, to those procedures used to secure VA systems. A Privacy Threshold Assessment (PTA) and Privacy Impact Assessment (PIA) must also be provided to the COR and approved by VA Privacy Service prior to operational approval. All external Internet connections to VA's network involving VA information must be reviewed and approved by VA prior to implementation. For vendor systems hosted in a cloud environment, the system shall comply with VA cloud guidance as required by the VA Information Security Officer.
- 19.9.2 Adequate security controls for collecting, processing, transmitting, and storing of Personally Identifiable Information (PII), as determined by the VA Information Security Officer (ISO) and VA Privacy Service, must be in place, tested, and approved by VA prior to hosting, operation, maintenance, or use of the information system, or systems by or on behalf of VA. These security controls are to be managed in the VA's Governance, Risk and Compliance (GRC) tool. Security controls are to be assessed by the vendor, and if these controls are determined not to be in place, or inadequate, a Plan of Action and Milestones (POA&M) must be submitted as a finding in GRC and approved prior to the collection of PII.
- 19.9.3 Outsourcing (Contractor facility, Contractor equipment or Contractor staff) of systems or network operations, telecommunications services, or other managed services requires VA assessment and authorization (A&A) of the Contractor's systems in accordance with VA Handbook 6500.3, Assessment, Authorization, and Continuous Monitoring of VA Information Systems and/or the VA OCS Certification Program Office. Government-owned (Government facility or Government equipment) Contractor-operated systems, third party or business partner networks require memorandums of

understanding and interconnection agreements (MOU-ISA) which detail what data types are shared, who has access, and the appropriate level of security controls for all systems connected to VA networks. 19.8.4 The Contractor/SubContractor's system must adhere to all FISMA, FIPS, OMB, and NIST standards related to the FISMA security controls assessment in accordance with the security categorization (e.g., Moderate Impact) for the system. Any deficiencies noted during this assessment must be provided to the VA CO and the ISO for entry into VA's POA&M management process. The Contractor/SubContractor must use VA's POA&M process in GRC to document planned remedial actions to address any deficiencies in information security policies, procedures, and practices, and the completion of those activities. Security deficiencies must be corrected within the timeframes approved by the Government.

- 19.9.4 Contractor/SubContractor procedures are subject to periodic, unannounced assessments by VA officials, including the VA Office of Inspector General. The physical security aspects associated with Contractor/SubContractor activities are also be subject to such assessments.
- 19.9.5 If major changes to the system occur that may affect the privacy or security of the data or the system, the A&A of the system may need to be reviewed, retested and re-authorized per VA Handbook 6500.3. This may require reviewing and updating all (or a subset) of the A&A documentation (Privacy Impact Assessment (PIA), Privacy Threshold Analysis (PTA), System Security Plan, Risk Assessment, Contingency Plan and Report, Disaster Recovery Plan and Report, Configuration Management Plan, and Incident Response Plan and Report). The Certification Program Office can provide guidance on whether a new A&A would be necessary.
- 19.9.6 The Contractor/SubContractor must ensure all system security documentation is completed and uploaded to GRC - Ensure the RA and SSP within GRC are adequately completed through the GRC tool, the SSP addresses how the security controls are implemented, and the new NIST 800-53 Rev 4 review and updates are in progress within GRC. If controls are not fully implemented, vendors need to work toward closing the respective findings in GRC. Also, ensure that all findings and risks have a current response provided for them within GRC. Ensure security documents (i.e., SA, PTA, ISA/MOU) are uploaded to associated finding as well as the associated security control(s) and Documents tab. The DRP and ISCP needs to be two separate documents, and follow the Office of Business Continuity (OBC) templates. Also, the vendor needs to ensure all system security documentation is approved by the appropriate parties (i.e., IRP, ISCP, DRP – Office of Business Continuity; PIA/PTA – Privacy Office), and uploaded to the Documents tab in GRC.
- 19.9.7 The Contractor/SubContractor must conduct an annual self-assessment on all systems and outsourced services as required. Both hard copy and electronic copies of the assessment must be provided to the COR. The Government reserves the right to conduct such an assessment using Government personnel or another Contractor/SubContractor. The Contractor/SubContractor must take appropriate and timely action (this can be specified in the Contractor/SubContractor contract) to correct or mitigate any weaknesses discovered during such testing, generally at no additional cost.

- 19.9.8 The Contractor/SubContractor shall certify to the COR that applications are fully functional and operate correctly as intended on systems using the United States Government Configuration Baseline (USGCB), and the common security configuration guidelines provided by NIST or the VA. VA prohibits the installation and use of personally-owned or Contractor/SubContractor owned equipment or software on VA's network. If non-VA owned equipment must be used to fulfill the requirements of a contract, it must be stated in the service agreement, SOW or contract. All of the security controls required for Government furnished equipment (GFE) must be utilized in approved other equipment (OE) and must be funded by the owner of the equipment. All remote systems must be equipped with, and use, a VA-approved antivirus (AV) software and a personal (host-based or enclave based) firewall that is configured with a VA approved configuration. Software must be kept current, including all critical updates and patches. Owners of approved OE are responsible for providing and maintaining the anti-viral software and the firewall on the non-VA owned OE.
- 19.9.9 When the Security Fixes improve installing the third party patches (such as Microsoft OS patches or Adobe Acrobat), the vendor will provide written notice to VA that the patch has been validated as not affecting the Systems within 10 working days. When the vendor is responsible for operations or maintenance of the Systems, it shall apply the Security Fixes within the timeframe defined in its Configuration Management Plan based upon the Security Fix critically.
- 19.9.10 All other vulnerabilities shall be remediated in a timely manner based on risk, but within 60 days of discovery or disclosure, exceptions to this paragraph (e.g. for the convenience of VA) shall only be granted with approval of the CO and the VA Assistant Secretary for Office of Information and Technology.
- 19.9.11 All electronic storage media used on non-VA leased or non-VA owned IT equipment that is used to store, process, or access VA information must be handled in adherence with VA Handbook 6500.1, Electronic Media Sanitization upon: (i) completion or termination of the contract or (ii) disposal or return of the IT equipment by the Contractor/SubContractor or any person acting on behalf of the Contractor/SubContractor, whichever is earlier. Media (hard drives, optical disks, CDs, back-up tapes, etc.) used by the Contractors/SubContractors that contain VA information must be returned to VA for sanitization or destruction or the Contractor/SubContractor must self-certify that the media has been disposed of per 6500.1 requirements. This must be completed within 30 days of termination of the contract.
- i. Bio-Medical devices and other equipment or systems containing media (hard drives, optical disks, etc.) with VA sensitive information must not be returned to the vendor at the end of lease, for trade-in, or other purposes. The options are:
 - ii. Vendor must accept the system without the drive;
 - iii. VA's initial medical device purchase includes a spare drive, which must be installed in place of the original drive at time of turn-in;
 - iv. VA must reimburse the company for media at a reasonable open market replacement cost at time of purchase; or

- v. Due to the highly specialized and sometimes proprietary hardware and software associated with medical equipment/systems, if it is not possible for VA to retain the hard drive, then;
 - d. The equipment vendor must have an existing BAA if the device being traded in has sensitive information stored on it and hard drive(s) from the system are being returned physically intact; and
 - e. Any fixed hard drive on the device must be non-destructively sanitized to the greatest extent possible without negatively impacting system operation. Selective clearing down to patient data folder level is recommended using VA approved and validated overwriting technologies/methods/tools. Applicable media sanitization specifications need to be preapproved and described in the purchase order or contract.
 - f. A statement needs to be signed by the Director (System Owner) that states that the drive could not be removed and that (a) and (b) controls above are in place and completed. The ISO needs to maintain the documentation.

19.10 Security Controls Compliance, Scans and Assessments

- 19.10.1 Vendors are required to utilize the VA's tools in support of their A&A activities. Vendors are required to maintain a minimum of 2 security resources (primary and back-up) that have completed their background investigations and have received their PIV for access to the tools. All tools (i.e., GRC, Scan Portals, Associated SharePoint sites, etc.) will be maintained by the Vendors with VA guidance and support.
- 19.10.2 On a periodic basis, VA, including the Office of Inspector General, reserves the right to evaluate any or all of the security controls and privacy practices implemented by the Contractor under the clauses contained within the contract. With 10 working-days' notice, at the request of the Government, the Contractor must fully cooperate and assist in a Government-sponsored security controls assessment (Assessment & Authorization [A&A], formerly Certification and Accreditation [C&A]) at each location wherein VA information is processed or stored, or information systems are developed, operated, maintained, or used on behalf of VA, including those initiated by the Office of Inspector General. The Government may conduct a security control assessment on shorter notice (to include unannounced assessments) as determined by VA in the event of a security incident or at any other time.
- 19.10.3 In order to obtain an Authority to Operate (ATO) from VA, the system requires a full credentialed or authenticated vulnerability scan must be coordinated with VA-NSOC. All Critical and High findings resulting from the vulnerability scans should be mitigated and/or have a documented mitigation strategy with an expected mitigation date uploaded to GRC within the Documents tab. Refer to the Accreditation Requirements SOP located in the OIS Office of Cyber Security Portal for detailed instructions on meeting this requirement.
- 19.10.4 Vulnerability Scans and Penetration Tests – Vulnerability scans and Penetration Tests must be coordinated with VA-NSOC. Initial scans/assessments are requested via the OIS Portal for the Office of Cyber Security. Once the results are received, upload them

to the documents tab within GRC and to the appropriate controls. The required schedule for vendors to remediate findings is as follows:

Finding Category	Remediation Requirements
Critical	30 Days
High	60 Days
Moderate	90 Days
Low	At the discretion of the VA System Owner
Informational	At the discretion of the VA System Owner

19.10.5 Findings should be mitigated and/or have a documented mitigation strategy with an expected mitigation date uploaded to GRC.

20.0 MEDICAL RECORDS AND INFORMATION

The Contractor shall not release any medical information obtained during the course of this contract to anyone outside VA, unless specifically authorized by the CO.

Physicians and facilities shall not maintain any VA patient records upon delivery of services and payment. All versions of patient records available on the Contractor's website shall be destroyed not less than 24 months after final delivery to VA. However, paper records other than medical records must be maintained in accordance with FAR 52.212-5(d)(2). The Contractor is to also receive the written approval from the CO.

21.0 MALPRACTICE

Malpractice liability insurance shall be provided by an authorized commercial insurance company in the business of providing the required insurance coverage in the jurisdiction(s) where the provider practices and the costs shall be borne by the Contractor. The malpractice liability insurance coverage shall be limited to MDEs provided in performance with this contract and shall not include coverage for any line of business performed by an exam provider outside of the scope of this contract. The Contractor shall provide a copy of the Medical Malpractice Insurance Certificate before award of the contract. The Contractor is not required to provide certificates for SubContractor or individual provider practices to VA.

The Contractor shall notify the CO in writing of any malpractice investigation or licensure or certification suspension which concerns the Contractor or any employees (including SubContractors), within 24 hours of notification of an investigation or suspension.

22.0 SAFETY

The Contractor shall ensure that all its facilities and SubContractor facilities are compliant with OSHA standards and the Americans with Disabilities Act (ADA).

23.0 CHANGES TO PERFORMANCE WORK STATEMENT

Any changes to the PWS that affect cardinal, material terms of the contract must be done in writing through a bilateral agreement between the CO and the Contractor's representative according to FAR § 52.212-4(c). The Contractor shall maintain a copy of each change in a project folder along with all other products of the project. If the Contractor undertakes or performs any task not specifically authorized by this Contract or in writing from the CO, the Contractor will be liable for all related economic/financial charges or costs. Costs incurred by the Contractor through the actions or orders of parties other than the CO shall be borne by the Contractor.

24.0 ADDITIONAL VA RESPONSIBILITIES

- 24.1 VA will deliver examination requests through its Centralized Administration Accounting System (CAATS) and from VBMS which are sent to the Contractor through the Data Access Services (DAS). VBMS will replace CAATS and this transition will be coordinated with the Contractor (refer to Section 29.0).
- 24.2 VA will provide Contractor a comprehensive list of names and contact info (Phone/Email) for examination coordinators and their alternates in each VARO/Site. VA will provide quarterly updates to this information as needed.
- 24.3 The CO or COR will provide Contractor with written notification of any changes to the DBQ/C&P Examination Worksheets and/or DBQs, as they might arise (e.g. as a result of legislation). Notification includes the revisions to the Extensible Markup Language (XML) mapping and XML Schema Definition (XSD) along with a sample XML file with mock data and a data dictionary with description of each tag change for the changes to support the electronic transmission to DAS per Section 29.0. For the initial release of a worksheet or DBQ, the XML mapping and XSD will be provided with the new worksheet or DBQ by VA.
- 24.4 The CO or COR will coordinate quarterly meetings or conference calls between the Contractor, regional examination coordinators, and VACO. All parties will be responsible for their own cost of participation.
- 24.5 VA will identify high sensitivity cases (i.e., sensitive-level claimants) for the Contractor on an as-needed basis to ensure protocol for handling sensitive information is followed. See Section 9.0 (Specific Requirements) of this document for more information about those protocol requirements.
- 24.6 VA will provide Contractor with the XML mapping and associated XSD along with a sample XML file with mock data and a data dictionary with description of each tag for all worksheets or DBQs to be used for electronic transmission to DAS per Section 29.0.
- 24.7 The CO or COR will provide Contractor with written notification of any changes to the CAATS interface (i.e., Extensible Markup Language (XML) schema, encryption requirements). VA and Contractor will mutually determine the timeline and key milestones for the implementation of the changes.
- 24.8 If a Personal Identification Verification (PIV) card becomes necessary for the Contractor to access VA systems (such as VA Virtual Desktop), the Government will coordinate with the appropriate Contractor personnel to provide the resource.
- 24.9 The CO or COR will provide Contractor with written notification of any changes to the VBMS to DAS to EMS interface (e.g., IEPDs). VA and the Contractor shall mutually determine the timeline key milestones for the implementation of the changes. No changes shall proceed unless the Contractor has agreed the changes can be made at no cost to the Government, or until pricing has been agreed upon by written modification signed by the CO.

25.0 REPORTING REQUIREMENTS

The Contractor shall comply with the monthly status report requirements found in Section 8.0, Task 8.4.

26.0 CONFIDENTIALITY AND NONDISCLOSURE

It is agreed that:

- 26.1 The preliminary and final deliverables and all associated working papers and other material deemed relevant by VA which have been generated by the Contractor in the performance of this task order are the exclusive property of the U.S. Government and shall be submitted to the COR at the conclusion of the task order. The Government wants to contain costs and wants the relevant code to access generated data as it requires without additional fees or costs once the contract is either in operation or may be terminated (either “naturally” or for cause). Because the source code is usually held in one or more text files, sometimes stored in databases as stored procedures and may also appear as code snippets printed in books or other media, source code is referred here as an extra level of protection to ensure the confidentiality and nondisclosure of VA data and sensitive information. The Government wants to contain costs and wants the relevant code to access generated data as it requires without additional fees or costs once the contract is either in operation or may be terminated (either “naturally” or for cause). Because the source code is usually held in one or more text files, sometimes stored in databases as stored procedures and may also appear as code snippets printed in books or other media, source code is referred here as an extra level of protection to ensure the confidentiality and nondisclosure of VA data and sensitive information.
- 26.2 VA shall retain sole rights in all deliverables, reports, correspondence, or other documents in any media produced as a result of this contract. The CO will be the sole authorized official to release verbally or in writing, any data, the draft deliverables, the final deliverables, or any other written or printed materials pertaining to this task order. No information shall be released by the Contractor. Any request for information relating to this task order presented to the Contractor shall be submitted to the CO for response. No disclosures outside of those permitted under the Privacy Act, 5 U.S.C. § 552a, or HIPAA Privacy Rules may be done in any other means, medium, or intent.
- 26.3 Press releases, marketing material or any other printed or electronic documentation related to this project, shall not be publicized without the written approval of the CO.

27.0 FILE TRANSFER

- 27.1 The interface to Virtual VA will not be required and will cease once the integration of VBM, DAS, and EMS is implemented.

28.0 SECTION 508 – ELECTRONIC AND INFORMATION TECHNOLOGY (EIT) STANDARDS:

- 28.1 Notice of the Federal Accessibility Law Affecting All Electronic and Information Technology Procurements (Section 508): On August 7, 1998, Section 508 of the Rehabilitation Act of 1973 was amended to require that when Federal departments or agencies develop, procure, maintain, or use Electronic and Information Technology, that they shall ensure it allows Federal employees with disabilities to have access to and use of information and data that is comparable to the access to and use of information and data by other Federal employees. Section 508 required the Architectural and Transportation Barriers Compliance Board (Access Board) to publish standards setting forth a definition of electronic and information technology and the technical and functional criteria for such technology to comply with Section 508. These standards have been developed were published with an effective

date of December 21, 2000. Federal departments and agencies shall develop all Electronic and Information Technology requirements to comply with the standards found in 36 CFR 1194.

- 28.2 The Section 508 standards established by the Architectural and Transportation Barriers Compliance Board (Access Board) are incorporated into, and made part of all VA orders, solicitations and purchase orders developed to procure Electronic and Information Technology (EIT). These standards are found in their entirety at: <http://www.section508.gov> and <http://www.access-board.gov/sec508/standards.htm>. A printed copy of the standards will be supplied upon request. The Contractor shall comply with the technical standards as marked:

- ☒ § 1194.21 Software applications and operating systems.
- ☒ § 1194.22 Web-based intranet and internet information and applications.
- ☒ § 1194.23 Telecommunications products.
- ☒ § 1194.24 Video and multimedia products.
- ☒ § 1194.25 Self-contained, closed products.
- ☒ § 1194.26 Desktop and portable computers.

- 28.3 The standards do not require the installation of specific accessibility-related software or the attachment of an assistive technology device, but merely require that the EIT be compatible with such software and devices so that it can be made accessible if so required by the agency in the future.
- 28.4 If the CO determines that any furnished product or service is not in compliance with the contract/order, the CO will promptly inform the Contractor in writing. The Contractor shall, without charge to the Government, repair or replace the noncompliant products or services within the period of time to be specified by the Government in writing. If such repair or replacement is not completed within the time specified, the Government shall have the following recourses:
- 28.5 Cancellation of the contract, delivery or task order or purchase of line item without termination liabilities; or
- 28.6 In the case of custom EIT being developed for the Government, the Government shall have the right to have any necessary changes made or repairs performed by the Government or by another firm and the Contractor shall reimburse the Government for any expenses incurred thereby.
- 28.7 The Contractor represents that the products and services proposed in response to the solicitation resulting in this contract comply with the EIT Accessibility Standards at 36 CFR 1194, unless specifically stated otherwise within its submission.

29.0 DATA ACCESS SYSTEM (DAS) FILE TRANSFER

- 29.1 The VBMS and Exam Management System (EMS) file transfers will replace CAATS for submission of exam requests to the Contractor. VBMS will utilize Data Access Services (DAS) to establish bi-directional package transfers for Scheduling requests, Exam Rework Scheduling Requests, Clarification Requests, Modification requests, status and exam scheduling information and results packages based on schemas provided in the attached technical documentation. Integration will require the ability to connect in 2 test environments and production environment with DAS and provide testing support prior to production live exam management processing. VBMS Integration will be implemented through a mutually agreed upon schedule between the Contractor and VA
- 29.2 The DAS file transfers support the bi-directional transmissions between VBMS and the Contractor's EMS. DAS is the broker to exchange the defined IEPDs. The bi-directional transmissions to DAS will be in accordance with:

- a. DAS LENS Outbound ICD, (Attachment D);
- b. DAS eCRUD Service Interface Control Document, (Attachment E);
- c. VBMS PDF Specification Document, (Attachment F);
- d. VBMS Exam Management Integration Architecture (Attachment R); and
- e. Exam Management Information Exchange Package Documentation (IEPD) (Attachment T).
- f. The most current versions of attachments will be in the vendor's assigned VA SharePoint sites.

The Government (COR) will review and approve the Contractor's data transmission format prior to file transfers. Government (COR) approval is provided through a functionality test performed by VA and by review of integration test results.

VA will facilitate the functionality testing to include coordination with Contractor personnel during the testing period. Testing includes sample DBQ data transmissions from the Contractor to VA for each file format. VA will test and confirm the expected results in the VBMS system. Any known problems with the mappings will be identified by VA and be acknowledged and resolved. The Contractor shall support this testing with technical support and the ability to provide XML messages from the test. Any errors identified with the verification from the Contractor submissions will be reported to the Contractor for fixing and tracked to closure/resolution. Defects found during test will be prioritized and mutually agreed upon with the COR to be remediated and validated prior to Government acceptance of the file transfer implementation. During the testing phase, the Contractor shall provide fixes to any mapping errors caused by Contractor error at no cost to the Government.

For file transfer and DBQ mapping support, the Contractor shall coordinate completion of the connectivity to DAS, exchange security certificates required for the silver, gold, and production environments, DBQ mapping development, testing, and Government acceptance with the COR in accordance with the agreed upon implementation schedule and acceptance criteria. The implementation schedule shall provide approximately 15 calendar days in which Contractor may transmit the initial sample batch of DBQ data. Within approximately three business days of receipt of the sample file transfers with DBQ data, the Government shall notify the Contractor of any Contractor-caused mapping errors identified within the sample data. Upon notification of any Contractor-caused errors, the Contractor shall complete a fix of the errors and resubmit the sample file transfers with DBQ data within approximately 10 calendar days of notification of the error. Specific due dates will be included in the agreed upon implementation schedules referenced above.

30.0 APPLICABLE DOCUMENTS

In the performance of the tasks associated with this PWS, the Contractor shall comply with the following documents:

- 30.1 VA Health Care Fact Sheet 16-2 (June 2010), Beneficiary Travel Benefits;
- 30.2 Privacy Act, 5 United States Code (U.S.C.) §552a;
- 30.3 VA Directive 6500 (particularly the sections referenced in Section 19.0 (Security) of this PWS), which is available at: http://www1.va.gov/vapubs/viewPublication.asp?Pub_ID=373&FTYPE=2;
- 30.4 VA Handbook 6500 (particularly the sections referenced in Section 19.0 (Security) of this PWS), which is available at: http://www.va.gov/vapubs/viewPublication.asp?Pub_ID=56;
- 30.5 Veterans Health Administration (VHA) Directive 0710 (and the Implementation Handbook 0710.01), which are available at: http://www.va.gov/vhapublications/ViewPublication.asp?pub_ID=1568 and

http://www.va.gov/vhapublications/ViewPublication.asp?pub_ID=1569;

- 30.6 Federal Information Security Management Act (FISMA), Appendix III of Office of Management and Budget (OMB) Circular A-130;
- 30.7 Rights in Data - General, Federal Acquisition Regulation (FAR) 52.227-14(d)(1);
- 30.8 VA Directive 6300, Records and Information Management (VA Handbook 6300.1 Records Management Procedure, and all applicable VA Records Control Schedules);
- 30.9 VA Information and Information System Security/Privacy Requirements for Information Technology (IT) Contracts (available at: http://www.ois.oit.va.gov/docs/Appendix_C.pdf)
- 30.10 VA Directive 0730, Section 6 (Physical Security);
- 30.11 VA Memorandum: IT Oversight & Compliance Information Physical Security Assessments, October 24, 2007;
- 30.12 VA Directive 0710, September 10, 2004, which is available at:
http://www.va.gov/vapubs/viewPublication.asp?Pub_ID=86&FTYPE;
- 30.13 Rights in Data and Copyrights, FAR 27.401 Definitions;
- 30.14 Indefinite-quantities contracts, FAR 16.504(a)(4)(ii);
- 30.15 Health Insurance Portability and Accountability Act (HIPAA); 45 Code of Federal Regulations (CFR) Part 160, 162, and 164; Health Insurance Reform: Security Standards; Final Rule dated February 20, 2003;
- 30.16 An Introductory Resource Guide for Implementing the HIPAA Security Rule, March 2005;
- 30.17 Sections 504 and 508 of the Rehabilitation Act (29 U.S.C. § 794d), as amended by the Workforce Investment Act of 1998 P.L. 105-220), August 7, 1998;
- 30.18 Title IV - Health Information Technology for Economic and Clinical Health (HITECH) Act, January 16, 2009;
- 30.19 Contracts for Data Processing or Maintenance (38 U.S.C. § 5725), February 1, 2010;
- 30.20 Occupational Safety and Health Administration (OSHA) Standards 29 CFR Appendix D 1910.95, Occupational Noise Exposure, January 3, 1984; and
- 30.21 Copies of all DBQs can be found at the following website:
<http://vbacodmoint1.vba.va.gov/bl/21/dbq/default.asp>

B.2 PRICE/COST SCHEDULE

- See Excel Spreadsheet 1, "Price Schedule" tab, which will be inserted at time of award.

SECTION C - CONTRACT CLAUSES**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 52.212-4 CONTRACT TERMS AND CONDITIONS—COMMERCIAL ITEMS (JAN 2017)

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

- (1) Within a reasonable time after the defect was discovered or should have been discovered; and
- (2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

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

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

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

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

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

(g) *Invoice.*

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

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

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

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

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

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

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

(i) *Payment.*—

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

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

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

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

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

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

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

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

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

(D) Contractor point of contact.

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

(6) *Interest.*

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

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

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

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

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

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

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

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

(A) The date fixed under this contract.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(1) The schedule of supplies/services.

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

(3) The clause at 52.212-5.

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

(5) Solicitation provisions if this is a solicitation.

(6) Other paragraphs of this clause.

(7) The Standard Form 1449.

(8) Other documents, exhibits, and attachments

(9) The specification.

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

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

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

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

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

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

(u) *Unauthorized Obligations.*

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

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

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

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

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

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

(End of Clause)

C.2 52.216-18 ORDERING (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from date of contract award through date of contract expiration.

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

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

(End of Clause)

C.3 52.216-19 ORDER LIMITATIONS (OCT 1995)

(a) *Minimum order.* When the Government requires supplies or services covered by this contract in an amount of less than \$250,000.00, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

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

(1) Any order for a single item in excess of \$200,000,000.00;

(2) Any order for a combination of items in excess of \$200,000,000.00; or

(3) A series of orders from the same ordering office within 15 days that together call for quantities exceeding the limitation in paragraph (b)(1) or (2) of this section.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 3 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of Clause)

C.4 52.216-22 INDEFINITE QUANTITY (OCT 1995)

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

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

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

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; *provided*, that the Contractor shall not be required to make any deliveries under this contract after 120 days past the contract expiration date.

(End of Clause)

C.5 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 7 calendar days.

(End of Clause)

C.6 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 7 calendar days; provided that the Government gives the Contractor a preliminary written notice of its intent to

extend at least 21 calendar 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 ten years.

(End of Clause)

C.7 52.228-5 INSURANCE—WORK ON A GOVERNMENT INSTALLATION (JAN 1997)

(a) The Contractor shall, at its own expense, provide and maintain during the entire performance of this contract, at least the kinds and minimum amounts of insurance required in the Schedule or elsewhere in the contract.

(b) Before commencing work under this contract, the Contractor shall notify the Contracting Officer in writing that the required insurance has been obtained. The policies evidencing required insurance shall contain an endorsement to the effect that any cancellation or any material change adversely affecting the Government's interest shall not be effective—

(1) For such period as the laws of the State in which this contract is to be performed prescribe; or

(2) Until 30 days after the insurer or the Contractor gives written notice to the Contracting Officer, whichever period is longer.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in subcontracts under this contract that require work on a Government installation and shall require subcontractors to provide and maintain the insurance required in the Schedule or elsewhere in the contract. The Contractor shall maintain a copy of all subcontractors' proofs of required insurance, and shall make copies available to the Contracting Officer upon request.

(End of Clause)

C.8 52.232-19 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR (APR 1984)

Funds are not presently available for performance under this contract beyond September 30, 2018. The Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond September 30, 2018, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

(End of Clause)

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

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

(End of Clause)

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

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

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

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

(End of Clause)

C.11 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.12 VAAR 852.219-9 VA SMALL BUSINESS SUBCONTRACTING PLAN MINIMUM REQUIREMENTS (DEC 2009)

(a) This clause does not apply to small business concerns.

(b) If the Offeror is required to submit an individual subcontracting plan, the minimum goals for award of subcontracts to service-disabled Veteran-owned small business concerns and Veteran-owned small business concerns shall be at least commensurate with the Department's annual service-disabled Veteran-owned small business and Veteran-owned small business prime contracting goals for the total dollars planned to be subcontracted.

(c) For a commercial plan, the minimum goals for award of subcontracts to service-disabled Veteran-owned small business concerns and Veteran-owned small businesses shall be at least commensurate with the Department's annual service-disabled Veteran-owned small business and Veteran-owned small business prime contracting goals for the total value of projected subcontracts to support the sales for the commercial plan.

(d) To be credited toward goal achievements, businesses must be verified as eligible in the Vendor Information Pages database. The contractor shall annually submit a listing of service-disabled Veteran-owned small businesses and Veteran-owned small businesses for which credit toward goal achievement is to be applied for the review of personnel in the Office of Small and Disadvantaged Business Utilization.

(e) The contractor may appeal any businesses determined not eligible for crediting toward goal achievements by following the procedures contained in 819.407.

(End of Clause)

C.13 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.14 VAAR 852.237-7 INDEMNIFICATION AND MEDICAL LIABILITY INSURANCE (JAN 2008)

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

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

* Amounts are listed below:

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

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

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

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

* Amounts from paragraph (a) above:

(End of Clause)

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

The contractor shall obtain all necessary licenses and/or permits required to perform this work. He/she shall take all reasonable precautions necessary to protect persons and property from injury or damage during the performance of this contract. He/she shall be responsible for any injury to himself/herself, his/her employees, as well as for any damage to personal or public property that occurs during the performance of this contract that is caused by his/her employees fault or negligence, and shall maintain personal liability and property damage insurance having coverage for a limit as required by the laws of the State of wherever contract performance takes place. Further, it is agreed that any negligence of the Government, its officers, agents, servants and employees, shall not be the responsibility of the contractor hereunder with the regard to any claims, loss, damage, injury, and liability resulting there from.

(End of Clause)

C.16 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</u> <u>Number</u>	<u>Title</u>	<u>Date</u>
52.203-17	CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS	APR 2014
52.204-9	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL	JAN 2011
52.204-18	COMMERCIAL AND GOVERNMENT ENTITY CODE MAINTENANCE	JUL 2016
52.232-40	PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS	DEC 2013

(End of Addendum to 52.212-4)

C.17 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:

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

[X] (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)).

- [X] (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).
- [X] (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)).
- [X] (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).
- [X] (27) 52.222-21, Prohibition of Segregated Facilities (APR 2015).
- [X] (28) 52.222–26, Equal Opportunity (SEP 2016) (E.O. 11246).
- [X] (29) 52.222-35, Equal Opportunity for Veterans (OCT 2015) (38 U.S.C. 4212).
- [X] (30) 52.222-36, Equal Opportunity for Workers with Disabilities (JUL 2014) (29 U.S.C. 793).
- [X] (31) 52.222-37, Employment Reports on Veterans (FEB 2016) (38 U.S.C. 4212).
- [X] (32) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496).
- [X] (33)(i) 52.222-50, Combating Trafficking in Persons (MAR 2015) (22 U.S.C. chapter 78 and E.O. 13627).
- [] (ii) Alternate I (MAR 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).
- [X] (34) 52.222-54, Employment Eligibility Verification (OCT 2015). (E. O. 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)
- [] (35)(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:

[X] (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).

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

Employee Class

Monetary Wage-Fringe Benefits

[] (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).

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

[X] (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 (I) 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)

C.18 MANDATORY WRITTEN DISCLOSURES

Mandatory written disclosures required by FAR clause 52.203-13 to the Department of Veterans Affairs, Office of Inspector General (OIG) must be made electronically through the VA OIG Hotline at <http://www.va.gov/oig/contacts/hotline.asp> and clicking on "FAR clause 52.203-13 Reporting." If you experience difficulty accessing the website, call the Hotline at 1-800-488-8244 for further instructions.

SECTION D - CONTRACT DOCUMENTS, EXHIBITS, OR ATTACHMENTS

The following documents are included with the solicitation as separate attachments in MS Word, MS Excel, or .PDF format.

ATTACHMENT A:	VBA Contractor Background Investigation Worksheet
ATTACHMENT B:	Monthly Provider Format
ATTACHMENT C:	Document Type Listing
ATTACHMENT D:	DAS LENS Outbound ICD
ATTACHMENT E:	DAS eCRUD Service ICD
ATTACHMENT F:	VBMS SPEC 00021 PDF Specification Document
ATTACHMENT G:	Reserved
ATTACHMENT H:	VA Evidence Intake Centers
ATTACHMENT I:	Incident Report (Sample)
ATTACHMENT J:	Market Saturation Report Format
ATTACHMENT K:	Reserved
ATTACHMENT L:	Sample Examination Request
ATTACHMENT M:	Audiological Evaluation Form 10-2364
ATTACHMENT N:	Centralized Administrative Accounting Transaction System
ATTACHMENT O:	Rules for Triggering Diagnostic Tests and Additional Exams
ATTACHMENT P:	Exams with accompanying Ancillary Diagnostic Tests
ATTACHMENT Q:	Camp Lejeune Contaminated Water SME Opinions
ATTACHMENT R:	Rules for Sleep Apnea and Related Tests
ATTACHMENT S:	Reserved
ATTACHMENT T:	Exam Management IEPD 2.0rc6
ATTACHMENT U:	DBQ IEPD 1.1.2
ATTACHMENT V:	Detail Invoice Report format
ATTACHMENT W:	Over 20 day report template
ATTACHMENT X:	List of Quality Review Criteria
ATTACHMENT Y:	Self-Certification regarding Affiliated Companies
ATTACHMENT Z:	Roster of Existing Exam Providers
ATTACHMENT AA:	Price Proposal Spreadsheet 1
ATTACHMENT AB:	Price Proposal Spreadsheet 2
ATTACHMENT AC:	Past Performance Questionnaire

SECTION E - SOLICITATION PROVISIONS

E.1 52.212-1 INSTRUCTIONS TO OFFERORS—COMMERCIAL ITEMS (JAN 2017)

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

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

- (1) The solicitation number;
- (2) The time specified in the solicitation for receipt of offers;
- (3) The name, address, and telephone number of the Offeror;
- (4) A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary;
- (5) Terms of any express warranty;
- (6) Price and any discount terms;
- (7) "Remit to" address, if different than mailing address;
- (8) A completed copy of the representations and certifications at FAR 52.212-3 (see FAR 52.212-3(b) for those representations and certifications that the Offeror shall complete electronically);
- (9) Acknowledgment of Solicitation Amendments;
- (10) Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items and other references (including contract numbers, points of contact with telephone numbers and other relevant information); and
- (11) If the offer is not submitted on the SF 1449, include a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. Offers that fail to furnish required representations or information, or reject the terms and conditions of the solicitation may be excluded from consideration.

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

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

(e) *Multiple offers.* Offerors are encouraged to submit multiple offers presenting alternative terms and conditions, including alternative line items (provided that the alternative line items are consistent with subpart 4.10 of the Federal Acquisition Regulation), or alternative commercial items for satisfying the requirements of this solicitation. Each offer submitted will be evaluated separately.

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

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

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

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

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

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

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

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

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

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

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

(h) *Multiple awards*. The Government may accept any item or group of items of an offer, unless the Offeror qualifies the offer by specific limitations. Unless otherwise provided in the Schedule, offers may not be

submitted for quantities less than those specified. The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit prices offered, unless the Offeror specifies otherwise in the offer.

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

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

GSA Federal Supply Service Specifications Section
Suite 8100 470 East L'Enfant Plaza, SW
Washington, DC 20407
Telephone (202) 619-8925
Facsimile (202) 619-8978.

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

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

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

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

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

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

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

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

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

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

(j) *Unique entity identifier.* (Applies to all offers exceeding \$10,000, and offers of \$10,000 or less if the solicitation requires the Contractor to be registered in the System for Award Management (SAM) database.) The Offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation “Unique Entity Identifier” followed by the unique entity identifier that identifies the Offeror’s name and address. The Offeror also shall enter its Electronic Funds Transfer (EFT) indicator, if applicable. The EFT indicator is a four-character suffix to the unique entity identifier. The suffix is assigned at the discretion of the Offeror to establish additional SAM records for identifying alternative EFT accounts (see subpart 32.11) for the same entity. If the Offeror does not have a unique entity identifier, it should contact the entity designated at www.sam.gov for unique entity identifier establishment directly to obtain one. The Offeror should indicate that it is an Offeror for a Government contract when contacting the entity designated at www.sam.gov for establishing the unique entity identifier.

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

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

- (1) The agency's evaluation of the significant weak or deficient factors in the debriefed Offeror's offer.
- (2) The overall evaluated cost or price and technical rating of the successful and the debriefed Offeror and past performance information on the debriefed Offeror.
- (3) The overall ranking of all Offerors, when any ranking was developed by the agency during source selection.
- (4) A summary of the rationale for award;
- (5) For acquisitions of commercial items, the make and model of the item to be delivered by the successful Offeror.
- (6) Reasonable responses to relevant questions posed by the debriefed Offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

(End of Provision)

ADDENDUM to FAR 52.212-1 INSTRUCTIONS TO OFFERORS—COMMERCIAL ITEMS

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

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

A. BASIS FOR AWARD

The requirement will be awarded competitively as a full and open, unrestricted requirement using the commercial practices in Federal Acquisition Regulation (FAR) Part 12, the Contracting by Negotiation procedures in FAR Part 15, and the VA Acquisition Regulation (VAAR).

A pre-proposal conference will be held at 2:00 PM (ET) on **June 8, 2018**. The location of the pre-proposal conference will be VA's Strategic Acquisition Center - Frederick (SAC-F), 321 Ballenger Center Drive, Suite 125, Frederick, MD 21703. The purpose of the conference is to allow the Contracting Officer to present aspects of the RFP to the interested parties with the goal of improving the understanding of the parties and the quality of proposals submitted in response to the RFP. Interested parties may ask questions following the Contracting Officer's presentation, however, all questions shall also be submitted in written form by emailing Khurram.Shaikh@va.gov and Stephen.Nickles@va.gov **no later than 2:00 PM (ET) on June 1, 2018**. Some but not all questions may be answered during the conference; however, written responses to the questions will be provided within a reasonable number of days following the conference in the form of an amendment to the RFP. Formal Government responses to vendor questions will be provided through an amendment to the

RFP. Interested parties who wish to attend the conference shall **RSVP no later than 2:00 PM (ET) on June 1, 2018** by emailing Khurram.Shaikh@va.gov and Stephen.Nickles@va.gov. The email shall include the name of the interested party, as well as the names of all persons that will attend on behalf of the interested party. Each interested party is limited to two attendees due to space and security requirements. ***No teleconference or dial-in will be provided during the conference.*** Failure to RSVP in accordance with these instructions precludes any interested party from attending the pre-proposal conference due to limited space and security requirements. Attendees shall arrive 30 minutes prior to the beginning of the conference and shall check-in with VA's security desk in order to proceed to the conference room. VA's security desk is located on the first floor of the building. Only those persons who provided an RSVP by the required due date/time will be permitted into the conference room. Late arrivals (i.e. those arriving to the conference room after 2:00 PM (ET) on the day of the conference) will not be permitted entry into the conference.

Offerors may submit proposals for any or all of the five Regions listed in Section 6.0 (Scope of Work). Each of the Regions will be the subject of a separate evaluation and award decision by the Government. It is the Government's intention to award two contracts in each Region; however, the Government reserves the right to make more than two awards, or to make a single award, in any Region if determined to be in the Government's interest. It is the Government's intention to make all awards based on initial proposals, without opening discussions. However, the Government reserves the right to establish a competitive range and open discussions with Offerors if the Contracting Officer determines that is in the Government's interest.

Proposal(s) otherwise eligible for award will be selected for award in each Region based on a best-value tradeoff analysis considering four factors, listed in descending order of importance: Technical Approach, Past Performance, Socioeconomic Considerations, and Evaluated Price. Price will not normally be the deciding factor; however, the closer proposals are rated in non-price factors, the more importance price will assume. The non-price factors when combined are significantly more important than the Price Factor. This is not a lowest-cost, technically acceptable competition.

Each proposal will be evaluated against the four best value evaluation factors strictly in accordance with its written content, with the sole exception that the Government may, in evaluating the Past Performance factor, consider information provided from Government databases and third party references. A proposal which merely restates the requirement or states that the requirement will be met, without providing any supporting rationale or approaches, will not be deemed sufficient.

In addition, Offerors are advised that proposals may be disqualified from consideration for award for any of the following reasons:

- 1) The Government will not award contracts within the same Region to two or more Offerors who are "affiliates" of each other based on the definitions below. Should affiliated Offerors submit competing proposals within the same Region, and one of the affiliated Offerors is selected for award in that Region after being determined to represent the "best value" to the Government, proposals of other affiliates in that same Region will be automatically disqualified from further consideration for award. For purposes of this factor, two or more Offerors shall be deemed "affiliates" if any of the circumstances below has existed at any time during the one year prior to the closing date of this solicitation, up to the date of contract award:
 - The entities are in a direct parent/subsidiary relationship, meaning that one of the entities is a "major shareholder or owner" of the other, or of a parent entity of the other;
 - The entities participated or are participating in any joint venture;
 - The entities are organized under a common owner or parent entity; and/or

- The entities have one or more major shareholders or owners in common.

For purposes of the bulleted categories identified above, a “major shareholder or owner” for this purpose is one who owns more than a 5% share or interest in an entity.

Signed self-certifications of affiliation from Offerors, complying with the format at Attachment Y herein, will be accepted as determinative of each Offeror’s affiliation status, although the Government reserves the right to make its own review on affiliation issues in cases where it has reason to question the information provided in the certification.

- 2) Proposals will be disqualified for consideration for award if evaluation does not adequately confirm the Offeror’s responsibility, and the realism, reasonableness and balance of the Offeror’s proposed pricing.
- 3) Proposals will be disqualified from consideration for award if they fail to confirm the Offeror’s intent to comply with the small business subcontracting goals stated in this solicitation, throughout the contract’s period of performance.
- 4) A solicitation is or shortly will be currently released to perform MDE audit and review services as to all contracts to be awarded under this solicitation. Due to the need to maintain strict independence of the two functions, proposals submitted by Offerors who receive award of MDE audit contracts (for themselves, their affiliates or their subcontractors performing more than 10% of this effort by value) will be disqualified from consideration for award under this solicitation.

FACTORS TO BE EVALUATED: Proposals otherwise eligible for consideration for award as outlined above will be evaluated based on the following four factors, identified in order of relative importance:

- 1) Technical Approach;
- 2) Past Performance;
- 3) Socioeconomic Considerations; and
- 4) Price.

B. PROPOSAL SUBMISSION INSTRUCTIONS

1. INTRODUCTION

The Offeror’s proposal(s) shall be submitted via e-mail to the CO at Stephen.Nickles@va.gov and Contracting Specialist (CS) at Khurram.Shaikh@va.gov no later than the date and time listed in Box 8 of the SF1449. The Offeror’s proposal shall consist of the following five (5) volumes:

- 1) Volume I: Technical Approach
- 2) Volume II: Past Performance
- 3) Volume III: Socioeconomic Considerations
- 4) Volume IV: Price
- 5) Volume V: Administrative Information

Please note that Strategic Acquisition Center - Frederick (SAC-F) can accept e-mails no larger than 5 MB. Offerors are encouraged to submit zip files or submit volumes in multiple e-mails so as to not exceed this limitation. Caution: The choice of Proposal delivery method is up to the Offeror. The Offeror bears the risks of chosen delivery method. Proposals must be in VA’s hands no later than the final date/time prescribed in complete form. Any Proposal that is not completely transmitted or delivered to VA in a timely manner will be deemed unresponsive and excluded from the competitive range. Please see FAR 15.208(b)(1) for specifics.

If an Offeror intends to submit pricing for multiple Regions, the Offeror shall submit separate Technical, Past Performance, Socioeconomic Considerations, and Price Volumes for each Region for which it intends to compete. Regardless of the number of Regions for which an Offeror competes, Offerors shall submit only one Administrative Information Volume which shall be applicable to all Regions for which the Offeror proposed.

The use of hyperlinks in proposals is prohibited.

2. PROPOSAL FILES

- 1) Format: The submission shall be clearly indexed and logically assembled. Each volume shall be clearly identified and shall begin at the top of a page. All pages of each volume shall be appropriately numbered and identified by the complete company name, date, and solicitation number in the header and/or footer. Proposal page limitations are applicable to this procurement. The table below indicates the applicable maximum page count for each volume of the Offeror's proposal.
 - a) Unless stated otherwise in the table, below, all files shall be submitted as either Microsoft (MS) Excel (.xls) file, Acrobat Portable Document Format (.pdf) file, MS Word (.doc), or as compatible as indicated in the table. Page size shall be no greater than 8 1/2" x 11". The top, bottom, left, and right margins shall be a minimum of one (1) inch each. Font size shall be no smaller than 12-point. Arial or Times New Roman fonts are required. Characters shall be set at no less than normal spacing and 100% scale.
 - b) Tables and illustrations may use a reduced font size no smaller than eight (8)-point and may be landscape. Line spacing shall be set at no less than single space. Each paragraph shall be separated by at least one blank line. Page numbers, company logos, and headers and footers may be within the page margins only and are not bound by the 12-point font requirement. Footnotes to text shall not be added.
 - c) If the Offeror submits annexes, documentation, attachments or the like, not specifically required by this solicitation, such will count against the Offeror's page limitations unless otherwise indicated in the specific volume instructions below.
 - d) Pages in violation of these instructions, either by exceeding the margin, font, or spacing restrictions or by exceeding the total page limit for a particular volume, will not be evaluated. Pages not evaluated due to violation of the margin, font, or spacing restrictions will not count against the page limitations. The page count will be determined by counting the pages in the order they appear in the print layout view.
- 2) File Packaging: All of the proposal files may be compressed (zipped) into one (1) file entitled "proposal.zip" using WinZip version 6.2 or later, or the proposal files may be submitted individually.
- 3) Content Requirements: All information shall be confined to the appropriate file. The Offeror shall confine submissions to essential matters, sufficient to define the proposal, and provide an adequate basis for evaluation. Offerors are responsible for including sufficient details, in a concise manner, to permit a complete and accurate evaluation of each proposal. The titles and page limit requirements for each file are shown in the table below:

VOLUME	FACTOR	FILE NAME	PAGE LIMITATIONS
Volume I	Technical Approach	VendorName_Tech_Region_1.doc/pdf VendorName_Tech_Region_2.doc/pdf VendorName_Tech_Region_3.doc/pdf VendorName_Tech_Region_4.doc/pdf VendorName_Tech_Region_5.doc/pdf	30 (per Region), including the proposed QAP. The page count excludes résumés of proposed key personnel and roster of existing medical exam providers. Any cover-page, table of contents, or glossary of abbreviations, Roster of Exam Providers or acronyms are not included in the page count for this volume.
Volume II	Past Performance	VendorName_Past_Perf_Region_1.doc/pdf VendorName_Past_Perf_Region_2.doc/pdf VendorName_Past_Perf_Region_3.doc/pdf VendorName_Past_Perf_Region_4.doc/pdf	3 pages, including Sections 1-4, plus a maximum of 3 past performance questionnaires, (references will use and provide the Past Performance Questionnaire provided at Attachment AC). Any cover-page, table of contents, and glossary of abbreviations or acronyms are not included in the page count for this volume.
Volume III	Socioeconomic Considerations	Soc.doc/pdf	None

Volume IV	Price	Price.xls/pdf/doc	3 Pages for Professional Employee Compensation Plan Supplemental Information plus 2 Excel spreadsheets (Attachment AA [Excel Spreadsheet 1] and Attachment AB [Excel Spreadsheet 2]) per Region proposed. Any cover-page, table of contents, and glossary of abbreviations or acronyms are not included in the page count for this volume. Information submitted within Excel Spreadsheets 1 and 2 shall be submitted in Excel format.
Volume V	Administration Information	Admin.doc/pdf	Shall not exceed 3 Pages, excluding submission of following which have no page limits: FAR clause 52.212-3 or other required Representation and Certification clauses, signed copy of SF 1449, signed copy(ies) of any amendments, Subcontracting Plan, cover-page, table of contents, and glossary of abbreviations or acronyms.

- 4) Proposals shall identify in detail all the Offeror's affiliations as discussed in this section and provide all data relevant to assess the nature of affiliation relationships that may possibly exist. The burden is on each Offeror to demonstrate in its proposal the lack of any affiliations that may render its proposal ineligible for award of a contract.

VOLUME I - TECHNICAL APPROACH FACTOR SUBMISSION INSTRUCTIONS

Offerors shall submit a proposed technical approach volume for each geographic Region for which it intends to propose. If the proposed technical approach is identical to that for any other Region proposed, in all respects

other than location of the Region to be serviced, the Offeror shall clearly note this information within the first two pages of the volume. If the proposed technical approach for a given geographic region is unique compared to other proposed Regions, the Offeror shall clearly make this evident within its proposal and mark the specific areas of difference unique to the specific region being proposed. The purpose of this is so that the Government's Technical Evaluation Team is clearly put on notice that the approach varies by proposed Region, and to allow the evaluation team to more readily recognize the difference of technical approach for a given Region.

Additionally, Offerors shall submit a completed Roster of Existing Exam Providers, found at Attachment Z. The purpose of Attachment Z is to aid the Government's Technical Evaluation Team in identifying each Offeror's current registry of active, licensed, and qualified exam providers that are presently available and capable of performing exams required under this solicitation, as of the date the proposal is submitted. The Government acknowledges that each Offeror will likely further develop its roster of available exam providers pending or after award of a contract; however, submission of this information will allow the Government's Technical Evaluation Team to assess potential risks and the likelihood that an Offeror can meet the required ramp-up activities prior to beginning performance of exams and sustain successful performance over the life of the contract. The Government reserves the right to contact any or all of the listed exam providers to confirm the provider's status in relation to the Offeror. A separate, fully completed Attachment Z shall be submitted for each geographical Region proposed by the Offeror, and by submitting the Attachment, the Offeror certifies that the listed exam providers are presently available and contracted with the Offeror in order to provide examinations for the proposed Region.

Under no circumstances shall any pricing be included in the Technical Approach. Offerors shall clearly identify each Region to which they are proposing services. Offerors shall submit a comprehensive Technical Approach that clearly and adequately details its plan to:

- 1) Effectively manage all aspects of its (and any subcontractor's) performance, including but not limited to implementation of a Quality Control Plan and measures to allocate staffing resources for all Tasks and Deliverables required under Section 8.0 of the PWS;
- 2) Deliver timely and quality exam reports, regardless of whether the Veteran resides in an urban area or in a geographically remote area, in accordance with the performance standards provided in Section 12.0 of the PWS;
- 3) Ensure that Veterans are satisfied with the overall examination process in accordance with the performance standards provided in Section 12.0 of the PWS;
- 4) Ensure depth and relevancy in its institutional/corporate experience and knowledge specifically in providing medical diagnostic examination services specific to Veterans and/or Servicemembers as referenced in Section 1.2 of the PWS;
- 5) Ensure that all proposed Key Personnel are qualified to support their respective roles in terms of currency, depth, and relevancy of experience and education, in accordance with Section 16.0 of the PWS. Résumés of proposed key personnel shall be submitted to support the Offeror's technical approach;

- 6) Successfully be at 100% capacity to accept the full volume of exam requests for the awarded Region(s) in accordance with the performance standards expressed in Section 12.0 of the PWS no later than the end of the allotted ramp-up period prescribed in Section 7.0 of the PWS, and to maintain that capacity over the life of the contract. Offerors shall complete the attached Excel Spreadsheet entitled, “Vol 1 – Tech – Roster of Existing Exam Providers”. The spreadsheet shall detail all exam providers currently employed by or subcontracted to the Offeror within the Region being proposed; and
- 7) Implement and maintain IT System Capabilities in the following areas:
- A) Ability to upload VA examination requests into a secure virtual environment (Federal Information Security Management Act (FISMA)/VA-directed security controls may not be waived, limited, or circumvented by indirect or direct means);
 - B) Offerors shall comply with agency/federal interconnectivity and data assurance requirements under the provisions of FISMA, 44 U.S.C. § 3541 et seq;
 - C) Ability to track status of examination requests;
 - D) Ability to provide reporting data and a final product (i.e., completed examinations);
 - E) Ease of use of the customer service/help feature;
 - F) Compliance with Section 508;
 - G) Ability to provide “back-up” plan for down-time (i.e., upgrades, updates, etc.); and
 - H) The Contractor’s IT system must have the capability to interface securely with the following VA Information Systems:
 - i. Veterans Benefits Management System (VBMS) is a web-based, electronic claims processing solution complemented by improved business processes;
 - ii. Virtual VA is a web-based application that centers on the concept of a Veteran’s electronic claims folder, or what is commonly known as an ‘eFolder’;
 - iii. Centralized Administration Accounting System (CAATS) is an automated web-based system accessed from VBA Regional Offices where authorized users have the capability to input and process requests to the Contractor; and
 - iv. Virtual Lifetime Electronic Record Data Access System (VLER DAS) serves as a proxy between consumers and producers of VLER data.

VOLUME II - PAST PERFORMANCE FACTOR SUBMISSION INSTRUCTIONS

Offerors shall submit a proposed past performance volume for each geographic Region for which it intends to propose. If the proposed past performance volume is identical to that of another Region proposed in all respects other than location of the Region to be serviced, the Offeror shall clearly note this information within the first two pages of the volume. If the proposed past performance efforts cited for a given geographic region is unique compared to other proposals the Offeror is submitting in different Regions, the Offeror shall clearly make this evident within its proposal and clearly mark the areas of difference. This is necessary so the Government’s Past Performance Evaluation Team is clearly put on notice and more readily recognize differences in the Offeror’s past performance experience for a given Region.

Offerors shall submit a list of up to three contracts (prime contracts, task/delivery orders, and/or major subcontracts) in performance within the past three years from the date of issuance of this solicitation, which are relevant (in terms of size, scope, and complexity) to the efforts required by this solicitation. The proposed example contracts shall be representative of past work performed within the same geographical area contained within the region proposed. Areas of relevance include all objectives addressed in the PWS. Also,

each Offeror shall detail its familiarity, if any, with VA and VA data systems relevant to the PWS requirements. Prior experience with VA and VA data systems is not a mandatory requirement, and is only one aspect of the overall past performance assessment; however, VA needs to know if a vendor has that experience and the quality of that experience. Positive past performance in this area may represent less overall risk to the program. If a vendor does not have such experience, it will not be considered as negative past performance information.

This volume shall be organized into the following sections:

1) Section 1 - Contract Descriptions:

- a) Contractor place of performance, Commercial and Government Entity (CAGE) Code and Data Universal Numbering System (DUNS) number. If the work was performed as a Subcontractor, also provide the name of the prime Contractor and point of contact (POC) within the prime Contractor organization (name, current address, e-mail address, and telephone and fax numbers);
- b) Government Contracting/Private Industry activity and current address and Procuring CO's name, e-mail address, and telephone numbers;
- c) Government Contracting/Private Industry Project Manager's current e-mail address and telephone numbers;
- d) Contract number;
- e) Delivery Order Numbers (Indefinite Delivery type contracts, General Services Administration (GSA) contracts, and Blanket Purchase Agreements (BPA));
- f) Contract Type (specific type such as FFP, Cost Reimbursement, Time and Materials (T&M), etc.). In the case of Indefinite Delivery contracts, indicate specific type (Requirements, Definite Quantity, and Indefinite Quantity) and secondary contract type (FFP, Cost Reimbursement, T&M, etc.);
- g) Awarded price/cost;
- h) Final or projected final price/cost;
- i) Original delivery schedule, including dates of start and completion of work, by phase, in accordance with the overall management plan;
- j) Final or projected final delivery schedule, including dates of start and completion of work, by phase, in accordance with the overall management plan;

2) Section 2 – Past Performance:

Offeror shall provide a specific narrative explanation of each contract listed in Section 1, describing the objectives achieved and detailing how the effort is relevant to the requirements of this solicitation. For any contracts/task orders that did not/do not meet original cost, schedule, or technical performance requirements, the Offeror shall provide a brief explanation of the reasons for the shortcomings and any

corrective actions taken to avoid recurrence. The Offeror shall list each time the delivery schedule was revised and provide an explanation of why the revision was necessary. The Offeror shall indicate if any of the contracts listed were terminated and the reasons for the termination.

3) Section 3 – Subcontracts:

If the Offeror was a subcontractor to a prime contractor for any past performance example, the Offeror shall clearly indicate the period of performance and dollar value of the work performed by the Offeror (as subcontractor under the example). The purpose of this information is to make clear the portion of the total contract dollar value that was completed by the Offeror (as a subcontractor) compared to the total contract value attributable to the prime contractor on the example.

4) Section 4 - New Corporate Entities & Affiliates of the Same Entity:

New corporate entities may submit data on prior contracts involving its officers and employees. In addition to the other requirements in this section, the Offeror shall discuss in detail the role performed by such persons in the prior contracts cited. Information should be included in the files described in the sections above.

Email completed Past Performance Questionnaires (PPQs): Offeror may submit a maximum of three PPQs (Attachment AC). The Offeror shall distribute the PPQ found in the solicitation to a POC for each of the past performance references found in the above mentioned narrative. The VA will accept only one (1) completed PPQ per reference and a maximum of three (3) completed PPQs. The Offeror shall instruct the POC at the referenced entity to return a copy of the completed PPQ directly to the CO at Khurram.Shaikh@va.gov and Stephen.Nickles@va.gov NO LATER THAN THE CLOSING DATE OF THE SOLICITATION (inclusive of any closing date extensions granted via amendment).

VA may also consider past performance information obtained through other sources. Past performance information will be utilized to determine the quality of the Offeror's past performance as it relates to the probability of success of the required effort. VA may use information provided by the Offeror in their proposal submission, information in both VA and commercial databases, and other available information that VA determines is reasonably available and relevant. The more closely the previous/current performance of services matches the solicitation requirements in terms of performance, the more relevant the performance will be considered.

If the Offeror has no relevant past performance, it shall affirmatively state that it possesses no relevant past performance.

VOLUME III – SOCIO-ECONOMIC CONSIDERATIONS SUBMISSION INSTRUCTIONS

Offerors shall submit a proposed Socioeconomic Considerations volume for each geographic Region for which it intends to propose. If the proposed Socioeconomic Considerations volume is identical, in all respects other than location of the Region to be serviced, the Offeror shall clearly note this information within the first two pages of the volume. If the proposed Socioeconomic Considerations volume for a given geographic region is unique compared to other proposed Regions regarding any of the example contracts cited, the Offeror shall clearly make this evident within its proposal. The purpose of clearly indicating moderate to significant

differences in approach among proposed Regions is so the Government's Socioeconomic Considerations Evaluation Team is clearly put on notice that the approach varies by proposed Region.

- 1) Substantiating documents such as teaming agreements and the like must be submitted with the offer. To receive credit as an SDVOSB or VOSB, an Offeror must be registered and verified in the VetBiz.gov Vendor Information Pages (VIP) database at www.vetbiz.gov.
- 2) Non-Veteran Owned Offerors must state in their proposals the names of the SDVOSBs and VOSBs with whom they intend to subcontract and provide a brief description of the proposed subcontracts and the approximate dollar values of the proposed subcontracts to detail the percentage of work and dollar value of the SDVOSB contributions. In addition, the proposed Subcontractors must be registered and verified in the VetBiz.gov VIP database at www.vetbiz.gov VA has the sole authority to determine SDVOSB and/or VOSB status. Center of Veterans Enterprise (CVE) creates the database in VetBiz and is responsible for the status.
- 3) To the maximum extent feasible, the Contractor and any Subcontractors shall comply with VA's VOSB, SDVOSB, socioeconomic, and other small business goals, including, but not limited to, 38 U.S.C. § 8127. At a minimum, each offer shall confirm intent to comply with the following small business subcontracting goals during performance of any contract awarded under this solicitation:

50.0 % Small Business, including;

12.0 % VOSB;

5.0 % SDVOSB;

5.0 % Small Disadvantaged Businesses (including Section 8(a));

5.0 % Women-Owned Small Business; and

3.0 % Historically Underutilized Business Zone (HUBZone) Small Businesses.

- 4) The Offeror shall agree, if awarded a contract, to use the SDVOSB or VOSBs proposed as Subcontractors or to substitute one (1) or more SDVOSBs or VOSBs for subcontract work of the same or similar value. The misrepresentation of an SDVOSB/VOSB status or use of a "straw man" SDVOSB (i.e., a Service-Disabled "figurehead") shall be grounds for termination for convenience and for such other and further measures as VA shall deem appropriate in VA's sole discretion.

VOLUME IV – PRICE FACTOR SUBMISSION INSTRUCTIONS

In order to evaluate price, Offerors are required to propose unit prices for all CLINs (other than CLIN 17 and SUBLINs) listed in the pricing worksheets which are highlighted in light blue for the base and all option years. These CLINs correspond to each of the following services: All Examination types, Routine Medical Opinions, Record Reviews, and No-Shows (complete and partial). Additionally, for CLINs 0017A-D, Offerors are required to propose a single percentage for each of the Ancillary Diagnostic Tests: Procedures, Tests, Laboratory Work, and X-rays.. This percentage applies to all Procedures, Tests, Laboratory Work, and X-rays, no matter which type of exam is involved. The Excel Spreadsheet 1 (Attachment L) will permit a percentage to be input for line items 0017A only. The percentage listed for CLIN 0017A will be auto-populated into CLINs 0017B-0017D. The percentage proposed for CLIN 17A will be applied to estimates of National Medicare baseline using the applicable Current Procedural Terminology (CPT) code, which are provided in the Solicitation. The estimated Medicare Baseline pricing figures for CLINs 0017A-0017D does not necessarily correlate to actual National

Medicare Baseline prices that may be in effect at the time the service is performed under the contract. Estimates of workload quantities, and the Medicare baseline estimates for CLINs 0017A-D , included on the pricing worksheets are provided for evaluation purposes only.

Offerors shall complete two spreadsheets, Excel Spreadsheet 1 (Attachment AA) and Excel Spreadsheet 2 (Attachment AB), posted to FedBizOpps as attachments for each Region proposed. The Offeror must propose on all the Line Items for any or all of Regions 1-4 to be considered for an award. Incomplete proposals may not be considered for an award.

For each Region proposed the Offeror shall complete the two Excel spreadsheets provided:

1. **Excel Spreadsheet 1 (Attachment AA):** This spreadsheet contains three separate Excel worksheets (e.g., tabs located at the bottom of the spreadsheet). The first worksheet (titled "Price Schedule") is to be completed for each Region proposed by the Offeror. The remaining two worksheets (titled "Sample Task Order" and "Regions") are locked and cannot be edited by the Offeror.

The Offeror shall complete and submit a separate Excel spreadsheet (workbook) for each Region proposed by the Offeror. The Offeror shall submit proposed unit prices for each Examination Type, Record Review, and No-Show. Also, each Offeror shall select the proposed percentage for Procedures, Tests, Laboratory Work, and X-ray line items (see CLIN 0017) for each Region. A sample task order worksheet shall be submitted (see worksheet titled "Sample Task Order"), which will automatically populate using the unit prices for the base and all option periods of performance. The sample task order contains estimated annual quantities for each line item. The sample task order worksheets will be used for price evaluation purposes only; the quantities and/or pricing indicated therein are deemed representative of the volume of exams that might be expected for any of the Regions and periods of performance but are not guaranteed; and

2. **Excel Spreadsheet 2 (Attachment AB):** Proposed professional compensation plans for various professional employees (i.e., physicians, medical examiners, physician's assistant, nurse practitioner, etc.) providing examinations for each Region proposed.

Each of the cells highlighted in light blue on both spreadsheets must be completed by Offerors. From the drop-down list (at cell number A1 on the "Price Schedule" worksheet), the Offeror shall select which geographic Region (1-5) the proposed pricing is intended. When submitting pricing, the Offeror shall clearly indicate the Region (1-5) being proposed within the file name of each submitted Excel spreadsheet (workbook). All other cells (not highlighted in blue) will be locked and cannot be altered. Offerors are required to propose unit prices for each of the following services: All Examination Types, Photographs, Record Reviews, and No-Shows (complete and partial). Offerors are required to propose a single percentage to be applied to each of the following services: Procedures, Tests, Laboratory Work, and X-ray line items (see CLIN 0017). The percentage proposed will be applied to the current National Medicare Baseline rate for the related ancillary diagnostic service using the applicable Current Procedural Terminology (CPT) code to determine the "unit price" at the time of invoice. The single proposed percentage will be applied to all Procedures, Tests, Laboratory Work, and X-rays for the base and all periods of performance. The Excel Spreadsheet 1 (Attachment L) will permit a percentage to be input for line item 0017A only.

In the Schedule of Prices the Offeror shall insert the unit price for the services proposed and verify that the price template has correctly calculated the total price for each line item and that the total proposed price for

the Region (sum of proposed prices for each examination line item). The Offeror shall also confirm that the line item and total proposed price in the “Sample Task Order” has been correctly calculated.

In addition to the materials referenced above, the proposal shall include a Professional Employee Compensation Plan that identifies each proposed medical professional position, the local area in which the employee will perform contract work, and the proposed compensation rate inclusive of fringe benefits. Additionally, the Offeror shall submit the hourly rate and fringe benefit rate (professional compensation), for each position as applicable and verify that the template has correctly calculated the total hourly rate. The Plan should be based on a working year of 2,080 hours for each full time equivalent position. The plan shall also include all supporting information that underlies its proposed professional compensation rates, (i.e., recognized regional and national salary surveys, etc.), identified to each specific position being proposed. Note that if an employee is an independent Contractor or “IRS Form 1099,” only the base rate is supplied. Additional fringe benefits offered but not included in the fringe benefit rate must also be identified. The Professional Employee Compensation plan shall also include detailed narrative explaining and substantiating the realism of the proposed professional employee compensation rates to support contract performance and employee recruitment and retention, in light of the specific CLIN pricing proposed by the Offeror.

It is the Offeror’s responsibility to include all materials and information in its price proposal to fully substantiate the realism of its proposed pricing, both at the individual CLIN level and in terms of individual professional compensation rates. The Offeror shall include in its price proposal, identified to each specific CLIN and/or professional labor category, all narrative information needed to substantiate the realism of the CLIN prices and professional compensation levels proposed.

VOLUME V – ADMINISTRATIVE INFORMATION SUBMISSION INSTRUCTIONS

Offerors shall submit administrative information, including a cover letter and representations and certifications, to include but not be limited to the affiliation certifications at Attachment Y of this solicitation. This volume shall include a listing of all Regions for which the Offeror intends to propose. For all large businesses submitting a response to the RFP, the administrative information volume shall include the vendor’s proposed Subcontracting Plan, which shall include a listing of the percentage of the total planned subcontracting dollars targeted to small businesses. The plan shall, at a minimum, include the percentage proposed for each small business type (i.e., SDVOSB, VOSB, HUBzone, Small Disadvantaged Business, Women Owned Small Business, and Small Business) in relation to total planned subcontracting dollars. All administrative information submitted shall conform to the formatting outlined above and shall not exceed the page limit outlined above.

The cover letter shall include all the information required by FAR 52.212-1, and be signed by an individual authorized to commit the company to the proposal. The cover letter shall identify the number and description of the proposals being transmitted. The cover letter shall reference the solicitation number and acknowledge that it transmits an offer in response to the solicitation. It shall state:

- Duns Number;
- Taxpayer Identification Number (TIN);
- Proposal bid acceptance date – the number of days proposals remain valid after submission (120 days minimum),

- Names, telephone numbers, and email addresses of persons authorized to conduct negotiations, as well as the name of the official authorized to bind the Offeror's organization shall be clearly identified; and
- Statement that the Offeror represents, by submitting the offer, either (1) that there is no known Organizational Conflict of Interest (OCI) (for the prime or any known team member/Subcontractor) involved in award of the proposed contract to the Offeror; or (2) identifying all known OCIs and proposing a detailed risk mitigation plan for how the Offeror can successfully manage the risks inherent to the Organizational Conflict of Interest. The mitigation plan will be evaluated by the Government in order to determine whether the Offeror may be considered for award under the criteria in FAR/VAAR Subpart 9.5.

Offerors are required to enter their Representations and Certifications within the System for Award Management (SAM) website <http://www.sam.gov> and attest, within the Administrative Volume, that the SAM profile is complete.

C. EVALUATION METHODOLOGY

The proposal will be evaluated strictly in accordance with its written content. A proposal which merely restates the requirement or states that the requirement will be met, without providing any supporting rationale, is not sufficient. Contents of the written proposals will be evaluated to determine the degree and extent to which the requirements set forth in the RFP and PWS are satisfied.

1. TECHNICAL APPROACH FACTOR EVALUATION METHODOLOGY

Proposed technical solutions regarding the seven areas referenced Technical Approach Factor Submission Instructions will be evaluated based on the extent to which the proposal demonstrates:

- 1) **Understanding of the Problem** – The Government will evaluate each proposal to determine the extent to which it demonstrates a clear understanding of all features involved in solving the problems and meeting the requirements presented in the PWS, and the extent to which inherent risks and/or uncertainties are identified and resolutions are proposed;
- 2) **Feasibility of Approach** - The proposal will be evaluated to determine the extent to which the Offeror's methods and approach to meeting each technical approach factor provide VA with a high level of confidence of successful completion within the required schedule; and
- 3) **Risk relative to the proposed Technical Approach** will be evaluated to ascertain the degree of risk of unsuccessful technical performance associated with the Offeror's proposed approach.

2. PAST PERFORMANCE FACTOR EVALUATION METHODOLOGY

The Past Performance Approach will be evaluated based on the Offeror's own narrative description of the work performed, PPQs completed independent of the Offeror by a cognizant POC for each of the past performance references found in the Offeror's narrative description, and other reasonable sources, including but not limited to the Contractor Performance Assessment Rating System (CPARS), for quality, timeliness, and relevance (i.e., experience in providing services similar in size, scope, and complexity as described in the PWS). The VA will make the determination of relevance. If no relevant past performance information is reasonably

available (FAR 15.306(a)(2)(iv)), the Offeror may not be evaluated favorably or unfavorably on past performance.

3. SOCIO-ECONOMIC CONSIDERATIONS FACTOR EVALUATION METHODOLOGY

In accordance with VAAR 852.215-70, SDVOSB, and VOSB Evaluation Factors, the Government will assign full evaluation credit for an Offeror (Prime Contractor) which is a SDVOSB or VOSB. Non-Veteran Owned Offerors proposing to subcontract 5% or more of the contract value to a SDVOSB or 12% or more of the contract value to VOSB will receive partial evaluation credit. Non-Veteran Owned Offerors that propose to subcontract less than 5% of the contract value to a SDVOSB or less than 12% of the contract value to VOSB will receive no credit. For proposals submitted by non-small business prime contractors, the Government will also assure that the proposal contains a statement by the Offeror committing to comply with all small business subcontracting goals identified in this solicitation.

4. PRICE FACTOR EVALUATION METHODOLOGY

In determining the overall total proposed price for each Offeror for purposes of conducting a best-value tradeoff, VA will utilize the completed Sample Task Order worksheet submitted with each proposal. That worksheet will include total extended pricing for each base year CLIN, based on the Offeror's proposed unit price (or percentage of National Medicare Baseline pricing for CLINs 0017A-D), multiplied by the estimated CLIN quantity provided by the Government (or in the case of CLINs 0017A-0017D, estimated National Medicare Baseline prices). The table at the end of this section illustrates the methodology the Government will use in extending proposed CLIN 0017A-0017D pricing. Each Offeror's total evaluated price will be calculated by adding together the extended total pricing for all base year CLINs on the sample task worksheet. Total proposed price will not be evaluated adjectivally, adjusted or assigned a score.

VA will evaluate proposed pricing to confirm that it is fair and reasonable, using one or more price analysis techniques as prescribed in FAR 15.404-1(b). Proposed pricing will also be evaluated in accordance with FAR 15.404-1(g) to ensure balance. Proposals found unreasonably priced or unbalanced will be ineligible for award.

Additionally, the Government will conduct an evaluation to confirm realism of proposed pricing as follows. For all proposals, the Government will conduct the analysis required to substantiate realism of professional employee compensation in accordance with FAR 22.1103 and 52.222-46 to ensure adequate means for recruiting and retention and understanding of the requirement. VA may utilize market research, or other resources such as Salary.com and ERISA.com to evaluate realism of proposed prices and professional employee compensation plans.

Additionally, the Government will evaluate the realism of all separately proposed CLIN/SUBCLIN pricing. For regions in which proposals are received in adequate numbers to assure robust competition, the Government will evaluate proposed individual CLIN/SUBCLIN prices for realism using a standard deviation analysis comparing the pricing of proposals received. For the remaining regions, the realism of CLIN/SUBCLIN pricing will be evaluated in light of its consistency with the professional compensation rates proposed.

In all cases where initial review indicates realism of proposed CLIN/SUBCLIN pricing or compensation rates to be questionable, the Government will review all narrative information provided in the price proposal, which is

identified to the specific CLIN and/or professional labor category at issue, to determine if realism can be verified. The Government will not consider information outside the price proposal in evaluating price realism.

Proposals whose CLIN/SUBCLIN pricing and proposed professional employee compensation rates are not determined to be fully realistic based on the realism evaluation detailed above will be ineligible for award.

The table below is provided as an example as to how pricing for CLINs 0017A-D will be extended for purposes of calculating total evaluated price. For example, if an Offeror proposed to receive 100% of the National Medicare baseline rate for each CPT code, they would enter 100% in line item 0017A as the single percentage for Procedures, Tests, Laboratory Work, and X-rays. This single percentage would then automatically populate for the remaining items and the “Sample Task Order” spreadsheet would look similar to the following, although it will be extrapolated over the base and all option periods to form a Total Proposed Price for the Ancillary Diagnostic Service:

LINE ITEM	DESCRIPTION	UNIT OF ISSUE	EST QTY (PER YEAR)	% OF MEDICARE BASELINE RATE	SAMPLE TO BASE YR PRICE	SAMPLE TO TOTAL PRICE (BASE + ALL OPTION YRS)
0017	Ancillary Diagnostic Tests (The percentage proposed listed shall be applied to the current National Medicare baseline using the applicable Current Procedural Terminology (CPT) code to determine the “unit price” at the time of invoice.)					
0017A	Procedures (@ \$200 Sample Medicare National Baseline Rate)	EA	1,500	100%	\$300,000.00	\$3,000,000.00
0017B	Tests (@ \$200 Sample Medicare National Baseline Rate)	EA	2,000	100%	\$400,000.00	\$4,000,000.00
0017C	Laboratory Work (@ \$50 Sample Medicare National Baseline Rate)	EA	4,500	100%	\$225,000.00	\$2,250,000.00
0017D	X-rays (@ \$50 Sample Medicare National Baseline Rate)	EA	3,500	100%	\$175,000.00	\$1,750,000.00

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

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

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

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

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

(2) ☐ Outside the United States.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

☐ TIN: _____.

☐ TIN has been applied for.

☐ TIN is not required because:

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

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

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

(4) *Type of organization*.

☐ Sole proprietorship;

☐ Partnership;

☐ Corporate entity (not tax-exempt);

☐ Corporate entity (tax-exempt);

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

☐ Foreign government;

☐ International organization per 26 CFR 1.6049-4;

☐ Other _____.

(5) *Common parent*.

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

☐ Name and TIN of common parent:

Name _____.

TIN _____.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Immediate owner CAGE code: ____.

Immediate owner legal name: ____.

(Do not use a "doing business as" name)

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

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

Highest-level owner CAGE code: ____.

Highest-level owner legal name: ____.

(Do not use a "doing business as" name)

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

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

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

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

(2) The Offeror represents that—

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

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

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

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

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

Predecessor CAGE code: ____ (or mark "Unknown").

Predecessor legal name: ____.

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

(s) [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 52.209-5 CERTIFICATION REGARDING RESPONSIBILITY MATTERS (OCT 2015)

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that—

(i) The Offeror and/or any of its Principals—

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

(B) 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 public (Federal, State, or local) 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 (if Offeror checks "have," the Offeror shall also see 52.209-7, if included in this solicitation);

(C) Are ☐ are not ☐ presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision; and

(D) 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.

(1) Federal taxes are considered delinquent if both of the following criteria apply:

(i) *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.

(ii) *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.

(2) *Examples.*

(i) 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.

(ii) 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.

(iii) 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.

(iv) 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).

(ii) The Offeror has [] has not [], within a 3-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

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

THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(End of Provision)

E.4 52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS (JUL 2013)

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

"Administrative proceeding" means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative Proceedings, Civilian Board of Contract Appeals Proceedings, and Armed Services Board of Contract Appeals Proceedings). This includes administrative proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include agency actions such as contract audits, site visits, corrective plans, or inspection of deliverables.

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

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

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

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

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

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

(i) In a criminal proceeding, a conviction.

(ii) In a civil proceeding, a finding of fault and liability that results in the payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more.

(iii) In an administrative proceeding, a finding of fault and liability that results in—

(A) The payment of a monetary fine or penalty of \$5,000 or more; or

(B) The payment of a reimbursement, restitution, or damages in excess of \$100,000.

(iv) In a criminal, civil, or administrative proceeding, a disposition of the matter by consent or compromise with an acknowledgment of fault by the Contractor if the proceeding could have led to any of the outcomes specified in paragraphs (c)(1)(i), (c)(1)(ii), or (c)(1)(iii) of this provision.

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

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

(End of Provision)

E.5 52.216-1 TYPE OF CONTRACT (APR 1984)

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

(End of Provision)

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

Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

Stephen Nickles, Contracting Officer

Hand-Carried Address:

Strategic Acquisition Center - Frederick
Department of Veterans Affairs
321 Ballenger Center Drive, Suite 125
Frederick, MD 21703

Mailing Address:

Department of Veterans Affairs
Acquisition Operations Service (049A3)
810 Vermont Avenue
Washington, DC 20420

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

(End of Provision)

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

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

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

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

(End of Provision)

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

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

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

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

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

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

(End of Provision)

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

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

(End of Provision)

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

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

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

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

E.10 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

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

<http://www.acquisition.gov/far/index.html>
<http://www.va.gov/oal/library/vaar/>

(End of Provision)

<u>FAR</u> <u>Number</u>	<u>Title</u>	<u>Date</u>
52.204-16	COMMERCIAL AND GOVERNMENT ENTITY CODE REPORTING	JUL 2016
52.216-27	SINGLE OR MULTIPLE AWARDS	OCT 1995

(End of Addendum to 52.212-1)