

<b>SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, &amp; 30</b>				1. REQUISITION NO.	PAGE 1 OF 35
2. CONTRACT NO.	3. AWARD/EFFECTIVE DATE	4. ORDER NO.	5. SOLICITATION NUMBER 36C26218R0733	6. SOLICITATION ISSUE DATE	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME TIEN NGUYEN	b. TELEPHONE NO. (No Collect Calls)	8. OFFER DUE DATE/LOCAL TIME 09-4-2018 10:00 AM PST	
9. ISSUED BY Department of Veterans Affairs Network Contracting Office 22 4811 Airport Plaza Drive Suite 600 Long Beach CA 90815		CODE 00262	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: 621511 <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> EDWOSB SIZE STANDARD: \$32.5 Million <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> 8(A)		
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input checked="" type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS	13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) <input type="checkbox"/>		13b. RATING N/A
15. DELIVER TO Department of Veterans Affairs 4811 Airport Plaza Drive Suite 600 Long Beach CA 90815		CODE	16. ADMINISTERED BY Department of Veterans Affairs Network Contracting Office 22 4811 Airport Plaza Drive Suite 600 Long Beach CA 90815		
17a. CONTRACTOR/OFFEROR TELEPHONE NO. _____ DUNS: _____ DUNS+4: _____		CODE _____ FACILITY CODE _____	18a. PAYMENT WILL BE MADE BY Department of Veterans Affairs Financial Services Center P.O. Box 149971 Austin TX 78714-9971 PHONE: _____ FAX: _____		
<input type="checkbox"/> 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 type="checkbox"/> SEE ADDENDUM			
19. ITEM NO.	20. See CONTINUATION Page SCHEDULE OF SUPPLIES/SERVICES		21. QUANTITY	22. UNIT	23. UNIT PRICE
			24. AMOUNT		

**Submission deadline: September 4, 2018 10:00 AM PST**

An electronic copy and three (3) hard copies are **mandatory**. BOTH must arrive by submission deadline.

Electronic copy shall be submitted on CD in MS Word, Excel and PDF format only (no Zip files). See *Instructions to Offeror* for details.

**NOTE:**

- It is the Offeror's responsibility to ensure that documents are complete and submission is viewable/ readable and arrives to the CO/CS by the date and time required. Offeror should take into consideration the delivery response time of the mail carrier utilized.
- Hand delivery may be made between Monday – Friday 7:30 am – 3:00 pm and requires a signature with time and date stamp from an authorized person designated by the CO/CS. It is the Offerors responsibility to plan with the CO/ CS to ensure there will be an authorized person to accept the delivery.
- Any questions are required to be submitted via email within 7 calendar days of release of the solicitation by 10:00 AM PST to: [Tien.Nguyen@va.gov](mailto:Tien.Nguyen@va.gov)

If any required documents are omitted with submission, the offer may be precluded from further consideration.

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 type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.		
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA			<input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED		
<input type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN _____ COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED			<input type="checkbox"/> 29. AWARD OF CONTRACT: REF. _____ OFFER DATED _____ YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN IS ACCEPTED AS TO ITEMS:		
30a. SIGNATURE OF OFFEROR/CONTRACTOR			31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)		
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)	30c. DATE SIGNED	31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT)		31c. DATE SIGNED	

## Table of Contents

<b>SECTION A</b> .....	<b>1</b>
A.1 SF 1449 SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS.....	1
<b>SECTION B – CONTINUATION OF 1449 BLOCKS</b> .....	<b>4</b>
B.1 Contract Administration Data .....	4
B.4 Statement of Work .....	5
B.5 Objective .....	5
B.6 Scope of Work.....	5
B.7 Participating Healthcare Systems.....	5
B.8 Description of Services .....	6
B.9 Patient Test Report .....	7
B.10 Administrative Reports - Monthly .....	8
B.11 Business Review Report: .....	8
B.12 Requirement for Courier Services .....	9
B.13 Specifications .....	10
B.14 Technical Data Requirements .....	11
B.15 Security .....	13
B.16 General Information .....	14
B.17 Price Schedule.....	15
B.18 Delivery Schedule .....	15
<b>SECTION C - CONTRACT CLAUSES</b> .....	<b>16</b>
C.1 52.216-18 ORDERING (OCT 1995) .....	16
C.2 52.216-19 ORDER LIMITATIONS (OCT 1995).....	16
C.3 52.216-22 INDEFINITE QUANTITY (OCT 1995) .....	17
C.4 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999).....	17
C.5 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000).....	17
C.6 52.232-19 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR (APR 1984)	18
C.7 VAAR 852.203-70 COMMERCIAL ADVERTISING (MAY 2018) .....	18
C.8 VAAR 852.232-72 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS (NOV 2012) .....	18
C.9 VAAR 852.237-70 CONTRACTOR RESPONSIBILITIES (APR 1984).....	19
C.10 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998).....	19
C.11 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS—COMMERCIAL ITEMS (JAN 2018) .....	20
C.12 52.204-4 PRINTED OR COPIED DOUBLE-SIDED ON POST CONSUMER FIBER CONTENT PAPER (MAY 2011) .....	26
<b>SECTION D - CONTRACT DOCUMENTS, EXHIBITS, OR ATTACHMENTS</b> .....	<b>28</b>
<b>SECTION E - SOLICITATION PROVISIONS</b> .....	<b>29</b>
E.1 52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS (JUL 2013) ....	29
E.2 52.216-1 TYPE OF CONTRACT (APR 1984).....	30
E.3 52.233-2 SERVICE OF PROTEST (SEP 2006) .....	30
E.4 VAAR 852.233-70 PROTEST CONTENT/ALTERNATIVE DISPUTE RESOLUTION (JAN 2008) .....	30

E.5 VAAR 852.252-70 SOLICITATION PROVISIONS OR CLAUSES INCORPORATED BY REFERENCE (JAN 2008).....	31
E.6 ADDENDUM TO FAR 52.212-1 – INSTRUCTIONS TO OFFERORS – COMMERCIAL ITEMS .....	31
E.7 52.212-2 EVALUATION—COMMERCIAL ITEMS (OCT 2014) .....	34

**SECTION B – CONTINUATION OF 1449 BLOCKS**

**B.1 CONTRACT ADMINISTRATION DATA**

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

a. CONTRACTOR:

b. GOVERNMENT: Contracting Officer 36C262  
 Department of Veterans Affairs  
 Network Contracting Office 22  
 4811 Airport Plaza Drive Suite 600  
 Long Beach CA 90815

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

- 52.232-33, Payment by Electronic Funds Transfer—System For Award Management, or
- 52.232-36, Payment by Third Party

3. INVOICES: Invoices shall be submitted in arrears:

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

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

Department of Veterans Affairs  
 Financial Services Center via Tungsten Network  
<http://www.tungsten-network.com/customer-campaigns/veterans-affairs/>

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

AMENDMENT NO	DATE

## B.4 STATEMENT OF WORK

### B.5 OBJECTIVE

The specific objective of this contract is to award a single IDIQ contract to provide reference laboratory testing for all facilities within VISN22 West and East.

The Contractor shall provide the following services to each healthcare system:

- A. **Sample Processing:** Provide specimen collection materials, appropriate transportation, and storage of specimens to ensure specimen integrity for all test orders. Safety Data Sheets will be provided to sites as appropriate for supplies containing hazardous chemicals.
- B. **Courier:** Provide courier transportation with established pick-up times for all facilities
- C. **Interface:** Satisfy all VA Enterprise Cyber Security Infrastructure Project (ECSIP) requirements to establish an interconnection/interface with the VA
- D. **Monthly Reports and Business Review:** Provide a statistical analysis of the VISN22 facilities' workload test volumes and assist in the monitoring of ordering trends and utilization patterns.

### B.6 SCOPE OF WORK

The Contractors shall provide in accordance with the specifications outlined below a full range of reference laboratory services for VISN 22.

VISN 22 is comprised of VA Medical Centers, VA Outpatient Clinics (OPC), and VA Community-Based Outpatient Clinics (CBOC). Services provided to VISN 22 under the resultant IDIQ contract shall include the transportation of clinical laboratory specimens to the Contractor's laboratory(s), the performance of analytical testing as defined by the Contractor's reference test manual, the reporting of analytical test results and business review services VISN 22 laboratory operation.

All requirements and provisions defined in the specifications of this solicitation apply to any laboratory (i.e. branch, division, sub-contractor, etc.) performing reference testing on behalf of the Contractor.

It is possible that during the life of this contract that VISN 22 might add additional facilities within the California, Arizona, or New Mexico geographic areas that will require the services specified in the Statement of Work. The Government shall have the right to unilaterally modify this IDIQ contract to add any new facilities in those geographic areas during the IDIQ's period of performance and the Contractor shall provide the services described in the Statement of Work to those facilities. The prices charged for services provided to any new facilities shall adhere to the prices shown in the Price Schedule in Section B.17. When additions occur, a modification to the IDIQ will be executed notifying the Contractor of the new facility to be serviced.

### B.7 PARTICIPATING HEALTHCARE SYSTEMS

#### **VISN 22 WEST HEALTHCARE SYSTEM**

<b>VA LONG BEACH HEALTHCARE SYSTEM</b> 5901 E. Seventh St Long Beach, CA 90822
<b>VA LOMA LINDA HEALTHCARE SYSTEM</b> 11201 Benton Street Loma Linda, CA 92357
<b>VA SAN DIEGO HEALTHCARE SYSTEM</b> 3350 La Jolla Village Drive San Diego, CA 92161
<b>VA GREATER LOS ANGELES HEALTHCARE SYSTEM</b> 11301 Wilshire Blvd. Los Angeles, CA 90073

<b>LOS ANGELES AMBULATORY CARE CENTER</b> 351 E Temple St. Los Angeles, CA 90012
<b>SEPULVEDA AMBULATORY CARE CENTER</b> 16111 Plummer St. North Hills, CA 91343
<b>SANTA MARIA COMMUNITY BASED OUTPATIENT CLINIC</b> 1550 E Main St, Santa Maria, CA 93454
<b>BAKERSFIELD COMMUNITY BASED OUTPATIENT CLINIC</b> 1801 Westwind Dr, Bakersfield, CA 93301

**VISN 22 EAST HEALTHCARE SYSTEM**

<b>VA ALBUQUERQUE HEALTHCARE SYSTEM</b> 1501 San Pedro Dr. SE Albuquerque, NM 87108
<b>VA NORTH ARIZONA HEALTHCARE SYSTEM</b> 500 AZ-89 Prescott, AZ 86301
<b>VA PHOENIX HEALTHCARE SYSTEM</b> 650 E Indian School Rd. Phoenix, AZ 85012
<b>VA SOUTHERN ARIZONA HEALTHCARE SYSTEM</b> 3601 S 6th Ave. Tucson, AZ 85723

**B.8 DESCRIPTION OF SERVICES**

- A. **SAMPLE PROCESSING:** Each facility will provide properly prepared laboratory specimens, identified and labeled for testing. The Contractor shall provide an adequate supply of specimen collection materials for such testing, including all materials required for specialized handling as dictated by the Contractor's reference laboratory's specimen collection requirements, (e.g. dry ice, stabilizing tablets, ice packets, etc). The Contractor shall transport and store specimens in such a manner as to insure the integrity of the specimen. The Contractor shall provide additives required for collection of specimens in unit packages to facilitate collection at Community Based Outpatient Clinic's (CBOC) and Outpatient Clinics (OPC). Material Safety Data Sheets will be provided by the Contractor to sites as appropriate for supplies containing hazardous chemicals (e.g. boric acid tablets, acids).
- B. **SPECIMEN TESTING:** The Contractor shall provide testing of patient specimens as requested by VISN 22 facilities.
- C. **SPECIMEN STORAGE:** The Contractor shall store the specimens a minimum of seven (7) days after the test is reported to allow for subsequent action (e.g. problem solving and/or repeat testing).
- D. **FAR 52.212-4(c) CHANGES: SOW:** Services determined by the Contracting Officer to be within the general scope of the contract or **PRODUCT ADD-ON:** The VA may have a need for additional testing over the life of the contract that are not currently on the Price Schedule or **FACILITY:** The VA may add any new location incorporated into VISN 22. Any of these changes shall be made in accordance with FAR 52.212-4(c) *Changes*, shall not necessitate new solicitation proceedings.

## B.9 PATIENT TEST REPORT

A patient test report is defined as a printed final copy of laboratory testing results or host-to-host VPN electronic transmission of test results. This report will be received by VPN computer interfaced to the VistA Laboratory Package. Contractor shall make all results retrievable via Secure Web Portal; in addition to providing the Web Portal, Contractor may send also send results via fax to a secure facsimile. Specifications outlining the requirements of the computer interface to the VistA Laboratory Package, including computer hardware, maintenance and supply requirements are defined in Section B.14 *Technical Data Requirements – B. Interface Telecommunication Requirements*.

A. PATIENT TEST REPORT: At a minimum, the Contractor shall provide the following information on each laboratory test report/result:

1. Patient's name and/or identification number
2. VA accession number
3. Physician's name
4. VA medical record number
5. The submitting facility name
6. Patient's location, if provided to include clinic/ward
7. Test ordered
8. Date/time of specimen collection
9. Date/time test completed
10. Test result
11. Reference intervals
12. If applicable, toxic and therapeutic ranges
13. Flagged abnormal,
14. Critical Value
15. Reference laboratory specimen number
16. Name and address of testing laboratory
17. Any other information that may indicate a questionable validity of test results
18. Unsatisfactory specimen shall be reported with documentation supporting its unsuitability for testing

The Contractor shall provide test results, either by hard copy or electronic report transmission, within 24 hours following specimen pick-up. Any test that will require a longer turnaround time (TAT) than the 24 hours, the Contractor shall provide test results no later than 20 minutes after the verification of the test.

The Contractor shall immediately provide notification of a test result that has been identified in the Contractor's laboratory as a critical value by telephone and fax to the submitting VISN 22 laboratory upon verification of the critical test result. Critical values are test results that indicate a dire/serious situation with a patient where intervention is required imminently. The hard copy result must follow any critical value notification and it will be documented to show who provided the notification, who received the notification and the time and date of the notification.

The Contractor shall report STAT test results within 4 hours or less of specimen pick-up (unless a longer test TAT is specifically allowed on a case-by case basis).

PICK UP shall be between 2:00 pm – 5:00 pm local time at each facility. If there will be delays, the Contractor shall notify the COR and/ or Designee as soon as possible.

Contractor shall provide by 12:00 P.M., daily, a report listing all incomplete tests and their processing status.

CLIENT SERVICES: Contractor shall provide Client Services 24 hours per day, 7 days per week to address inquires such as test availability, specimen collection, storage, transport requirements, addition or cancellation of testing, and the ordering of supplies. During normal business hours, the Contractor shall

provide access to medical experts to address laboratory test interpretation, testing recommendations, and education regarding new testing options.

#### B.10 ADMINISTRATIVE REPORTS - MONTHLY

MONTHLY REPORTS: The Contractor shall provide the reports listed below in a downloadable Excel format. Each healthcare system shall receive a facility specific report and VISN22 Leadership shall receive a single cumulative document to include all VISN22 healthcare system.

- A. TEST UTILIZATION REPORT: Contractor shall provide a statistical analysis of the VISN 22 facilities workload testing volumes to assist in the monitoring of ordering trends and utilization patterns. The analysis shall include:
  - 1. Tests performed
  - 2. Test Order Code
  - 3. Test volumes
  - 4. Associated cost per test
  - 5. Associated cost per reflex test
  
- B. TEST CODE CHANGES REPORT: Contractor shall provide a listing of test code changes which occurred during the previous month to include the reason for the change and test cost
  - 1. Current test code number
  - 2. Current test name
  - 3. Current test cost
  - 4. New test code number
  - 5. New test name including panel test names, and when applicable reflex testing information
  - 6. Effective date of change
  
- C. NON-FEE SCHEDULE TEST REPORT: The Contractor shall provide a report itemizing the tests ordered that were not on the original price schedule as well as and the cost associated with this test.
  - 1. Test name
  - 2. Test code
  - 3. Test cost
  
- D. NEW TEST REPORT: The Contractor shall provide a report indicating new tests that have been added to the Contractor's test menu.
  - 1. Test name
  - 2. Test code
  - 3. Test cost
  - 4. Specimen collection, storage, and stability
  - 5. Transportation requirements
  - 6. Reflexed test information, if applicable
  - 7. Cost of reflex testing, if applicable

#### B.11 BUSINESS REVIEW REPORT:

- A. BUSINESS REVIEW: The Contractor shall provide a bi-annual business review in downloadable MS Excel format. Each healthcare system shall receive a facility specific report and VISN22 Leadership shall receive a single cumulative document to include all VISN22 healthcare system.

In the Business Review Report, the Contractor shall provide actionable recommendations for improvement along with the following information:

- 1. Test ordering trends
- 2. TAT overview and test that exceeds the TAT
- 3. Exception overview

4. Number of support calls
5. Per facility, a test utilization comparison from the previous Business Review Report
6. List of test code changes
7. Per site, list of tests ordered not listed on test menu and cost associated with those tests
8. Per site, listing of reflex testing and cost associated
9. Test cancellation due to specimen integrity

## B.12 REQUIREMENT FOR COURIER SERVICES

### A. GENERAL

The Contractor shall provide courier services for all VISN 22 facilities for which Contractor provides laboratory services.

1. The Contractor shall provide specimen pickup and transport services with clearly defined special handling procedures.
2. All requirements and provisions defined in the specifications of this solicitation shall apply to any entity, i.e. branch, division, sub-contractor, etc. performing courier services on behalf of the Contractor.
3. Courier transportation time is inclusive to the required TAT of test result.
4. All report data the Contractor exports and submits to the facility shall be Health Information Portability and Accountability Act (HIPAA) compliant.

### B. DESCRIPTION OF SERVICES

1. Transported items shall be primarily biological substances (patient specimens). These items are classified as Hazard Materials Class 6, Division 6.2 and are defined in 49 CFR Part 173.134 as those materials that contain or could contain etiologic agents. The Contractor shall transport microbiology cultures, stocks and regulated medical waste that are also in Division 6.2. Other incidental items (not included in Division 6.2) that may be transported include laboratory testing reagents (of limited size and quantity), patient reports or other paper work.
2. VISN 22 facilities shall be responsible for the processing of biological substances in preparation for transportation. Each VISN 22 facility will provide a shipping manifest minimally detailing the dates and times of receipt and delivery of specimen and the number of specimens transported by temperature category.
3. Contractor shall provide point to point specimen tracking and specimen reconciliation for each individual specimen, such as, barcoding or any other pre-approve method.

### C. REQUIREMENTS

1. The Contractor shall provide safe transport of all biological substances. This shall include the proper receipt, distribution, storage and security of patient specimens in accordance with all federal regulations governing the safe transport of these materials including the following, which are incorporated herein by reference:
  - a. Department of Transportation 49 CFR Parts 171-180 – Hazardous Materials: Infectious Substances; Harmonization with the United Nations Recommendations, Final Rule.
  - b. Department of Health and Human Services 42 CFR Parts 72 and 73 – Interstate Shipment of Etiologic Agents and Select Agents and Toxins
  - c. Department of Labor/OSHA 29 CFR, Section 1910.1030-Bloodborne Pathogens
  - d. HIPAA Privacy Rule 45 CFR Parts 160 and 164.
2. Contractor shall comply with all state and local regulations that are applicable to the services it provides.
3. The Contractor shall implement procedures that ensure the accountability and integrity of all biological substances from the point of possession to the point of delivery.

4. The Contractor shall ensure that all transport personnel are properly trained and that their competency is regularly assessed in the appropriate safety, packaging and environmental control procedures suitable to specimen type and distances transported.
5. The Contractor shall implement a training program for Contractor personnel that adheres to the regulations for the transport of hazardous materials as cited in 49 CFR 172 Subpart H, which are incorporated herein by reference, and shall minimally include:
  - a. Education on the types of biological materials transported including definitions of an infectious substance and a biological product.
  - b. Education on appropriate hazardous material packaging and labeling to recognize non-compliance.
  - c. Requirements for the appropriate receipt of the packages including the availability of shipping manifest.
  - d. The use of appropriate containers to transport specimens between the point of origin to the transport motor vehicle and, likewise, from the transport motor vehicle to the destination point.
  - e. Appropriate installation, use and security of environmental temperature control devices that maintain ambient, refrigerated, frozen or incubated conditions that insure the integrity of the specimens and avoid loss or breakage of the containers.
  - f. Identification of specimens requiring environmental temperature control storage.
  - g. Certified education (hazmat training) on appropriate decontamination and notification procedures in case of accident or spills. This includes the identification and appropriate use of personal protective equipment and the use of mitigation and disinfection products.
  - h. Education on procedures for hazardous spill communication, i.e. contact telephone numbers.
  - i. Education on the protection of the privacy and confidentiality of the personally-identifiable information
6. The Contractor shall provide an adequate supply of materials necessary for the efficient, organized and coordinated receipt, transport, and delivery of specimens (e.g. bags, temperature condition stickers, transportation receipt forms, rigid-sided containers, dry ice, coolers, incubators, etc.). Upon request, the Contractor shall provide temperature integrity tracking data.

### B.13 SPECIFICATIONS

- A. LICENSURES: Contractor shall perform specimen testing only in fully licensed/accredited laboratories actively engaged in providing the specific services and laboratory testing described in this IDIQ contract. The reference laboratory must be licensed/accredited by the College of American Pathologists (CAP), the Nuclear Regulatory Commission, and Center for Disease Control, Medicare, as well as any other state regulatory agencies as mandated by federal and state law. In addition, the Laboratory must be certified as meeting the requirements of the Clinical Laboratory Improvement Act (CLIA) of 1988 and comply with the National Standards to Protect the Privacy of Personal Health Information in accordance with Health Insurance Portability and Accountability Account of 1996 (HIPAA) and VA Directives 1106, 1106.01 and 1106.2

For each laboratory used, Contractor shall provide copies of all relevant permits/licenses and certification inclusive of any sanctions current or pending throughout the United States of America.

As these documents are reissued or reworded, the Contractor shall supply a copy to the Contracting Officer and each VISN 22 facilities. The above documents must also be supplied for each reference laboratory that is a subcontractor of the Contractor.

B. GENERAL TEST INFORMATION: The general test information shall be present on all test.

1. Requisition form requirements
2. Alphabetized test name list
3. Reference lab test number
4. Specimen collection requirements
5. Test method used
6. Test reference intervals
7. Test critical values, if any
8. Policy for critical value notification
9. CPT coding
10. LOINC Codes
11. Test TAT (minimum and maximum times indicated); where the TAT is defined as the time between pick-up of specimen by the Contractor and receipt of results by a VISN 22 facility.
12. Frequency of test performance (specific days of week indicated)
13. All associated reflex tests as applicable to the ordered test

#### B.14 TECHNICAL DATA REQUIREMENTS

##### A. COMMUNICATION AND INFORMATION SERVICES

The Contractor shall meet all VA Enterprise Cyber Security Infrastructure Project (ECSIP) requirements to establish and maintain an interconnection/interface with the VA. The Contractor shall transfer the laboratory test results directly into the site VA computer system via the Laboratory Electronic Data Interchange (LEDI) protocol utilizing an approved Client-to-Site VPN method to the site VistA Laboratory Package Client-to-Site VPNs. The Contractor shall comply with VA cyber security and privacy training, background investigations and participate in 2-factor authentication for access to VA networks.

Any equipment provided by the Contractor to VA which contains a storage device such that when the device is powered down, VA sensitive data remains on it, shall become the property of the Federal Government and shall remain on Federal property, or must be destroyed by VA and in accordance with Department of Veterans Affairs regulations at the time of removal (device decommissioning). The Contractor shall safeguard data required by the Health Insurance Portability and Accountability Account of 1996 (HIPAA) to remain on equipment located on Contractor's property in accordance with HIPAA and the Contractor shall destroy this information in accordance with VA requirements when it is no longer required to be held by the Contractor per HIPAA regulations. The reference laboratory must meet HIPAA requirements and must be able to interface with the current version of the VistA System.

##### B. INTERFACE TELECOMMUNICATION REQUIREMENTS

The Contractor shall assume all costs associated with meeting and testing interface requirements with VA systems to ensure that laboratory test results are reported to the Laboratory Information System (LIS) (VistA).

VistA supports the Universal Interface (UI) and the Generic Interface Manager (GIM). The GIM is a commercial hardware and software product that provides electronic connection between instruments and the VistA host computer. The Contractor shall provide such an interface system to electronically transmit orders, specimen status and test results between the VA and the Contractor's system. The transmission protocol shall conform to VistA Health Level Seven (HL7) V1.6 and Laboratory's HL7 V1.0 technical specifications.

The Contractor shall provide the VA with all necessary laboratory test parameters to ensure accurate test result transmission between the VA and the Contractor's database. This will occur during post-award meeting(s). Required test parameters include:

1. Ordering code
2. LOINC code
3. CPT code

4. Interface code
5. Test cost
6. Reference ranges
7. Units of measurement
8. Test result interpretation or interpretive remarks, if appropriate
9. Testing site (if not performed at the vendor's main laboratory facility)
10. Test methodology
11. Specimen types
12. Specimen collection and handling requirements
13. Instrument performing test (if more than one instrument)
14. Parameter values for any required calculation or data conversion

*If the test is a panel or profile test, list all the tests included (NOTE: above parameters are required for each test contained in a panel, such as test in panels, reflex tests and any appropriate test comment interpretations)*

The parameters for all laboratory tests in the Contractor's database shall be kept current and be available to the VA sites throughout the life of the contract. The Contractor shall provide updates to the test parameter information to VA sites prior to any testing changes in the following situations: when new tests are developed, and introduced into the Contractor's test menu, testing parameters have changes or when tests are discontinued or replaced by other tests. Contractor shall provide, at a minimum, 2-weeks' notice prior to the implementation of the test change. The Contractor shall provide information to sites as it becomes available. The Contractor will push the information the site by electronic notification with annotations of tests that have been ordered by the site in the past. To maintain accurate and timely test information, the Contractor shall provide telephone access to any of the laboratory test parameter information. The Contractor shall provide a plan for providing, implementing and maintaining test information parameters in the VA LIS (VistA) database.

The Contractor shall provide all required hardware, software and related consumable supplies to support the transmission of electronic data.

VistA Laboratory Electronic Data Interchange (LEDI) will provide technical specification for message format, content and encoding tables and HL7 message protocol conventions. The LEDI specification follows very closely the HL7 V2.3.1 standard. LEDI shall provide encoding tables and HL7 message protocol conventions. The LEDI specification can be negotiated at the technical level only. Health Level 7 (HL7) is a registered trademark of Health Level Seven, Inc, and is a Standards Developing Organization accredited by the American National Standards Institute to author consensus-based standards.

Information regarding HL7 transmission protocols may be accessed through the Health Level Seven, Inc website: [www.HL7.org](http://www.HL7.org).

The Contractor shall be responsible for the preventive maintenance and repair of the furnished hardware, software and associated communication lines. In addition, throughout the life of the contract, the Contractor shall be responsible for the replacement/ upgrade of hardware and software of those items furnished.

1. As needed, Contractor shall provide in-service training for the routine loading and care of printers and other hardware located on-site. The training shall ensure that VA can perform routine servicing of hardware.
2. If used, the Generic Instrument Manager (GIM) shall be in a VA secured area. The Contractor shall have access to the GIM during normal business hours, any other times require prior arrangements with the facility.
3. The Contractor is responsible for installation and, if necessary, removal of all telecommunication equipment and associated hardware.

If a GIM is required, the Contractor shall provide, program and maintain the GIM. The GIM provides the connectivity between the VistA computer host and the Contractor's host computer. VistA provides a single network communication line to the GIM for passing electronic data. The connectivity between the GIM and the contractor's host system is of the Contractor's choosing. The expense of the electronic message connectivity is born by the Contractor and must be approved and assessed per current VA standard defined in VA Handbook 6500 in an approved MOU/ISA.

VistA-side test configuration, conversion and mapping is the responsibility of the VA and individual site Laboratory Information Managers. Contractor may propose VistA-side configuration, conversion, mapping, testing and validation support for consideration. Contractors wishing this consideration must demonstrate VistA Laboratory Information Package competence in the areas of test configuration, coding, conversion, test mapping and data validation. Contractors working in this capacity must have a current Client-to-site connectivity Master Account, which requires a minimum NACI Background Investigation.

The Contractor shall provide the following information for any interface order(s) or downtime:

1. Date and time of downtime
2. Systems involved
3. Expected system restoration
4. Scope of impact
5. Cause or Information around scope of downtime and resolution

Contractor shall provide 24/7 interface and electronic order/resulting support for all equipment and software.

#### C. DATA MANAGEMENT SYSTEM

95% of all laboratory test count shall be provided via VistA interface. All hardware and software needed for the interface shall be provided by the Contractor. The Contractor shall use the manifest and test labels of the collecting laboratory to receive orders and send results via a LEDi HL7 interface with VistA in both single site and multi-divisional facilities. Printed copies of results will also be made available via an in-house printer located at each sending site to confirm interfaced data. Results must also be available electronically via secure web portal.

#### D. IMPLEMENTATION TIMEFRAME

The implementation/ interface of the services/requirements described within the SOW shall be completed no later than 120 days after the award of the contract. The eight (8) Healthcare Systems are on their own database/ platform and a single build out cannot be accomplished. Failure to provide timely implementation may result in termination of this IDIQ contract.

### B.15 SECURITY

#### A. DATA SECURITY REQUIREMENTS

The Contractor shall be responsible for the security and integrity of specimens and for the compliance of all Health Insurance Portability and Accountability Act (HIPAA) provisions. Additionally, the Contractor shall be afforded access to the VISN 22 VistA and shall be responsible for ensuring the proper credentialing of employees interacting with VISN 22 personnel. Contractor shall adhere to all Information Technology Security requirements as set forth in VA Handbook 6500.6, which is incorporated herein by reference; vendor shall adhere to Appendix C and Appendix D and submit proper documentation as required.

#### B. CONTRACTOR PERSONNEL SECURITY REQUIREMENTS

Contractor shall adhere to the security requirements in the approved MOU/ISA established between the Contractor and VA.

## B.16 GENERAL INFORMATION

- A. **CONTRACTOR'S PROGRAM MANAGER:** The Contractor shall provide a Program Manager who shall be responsible for managing the performance of work. The name of this person shall be designated in writing to the Contracting Officer. The Contractor's program manager shall have full authority to act for the Contractor on all matters relating to daily operations of this contract.

Name:
Address:
Phone No.:
Fax No.:
Email:

- B. **CONTRACTOR EMPLOYEES:** The Contractor shall not employ any person for work on this contract if such employee is identified to the Contractor as a potential threat to the health, safety, security, and general well-being of the public.
- C. **PARKING:** It is the responsibility of Contractor personnel to park only in designated parking areas. Not every VISN 22 facility to be serviced under this IDIQ will have on-site parking available for contractor personnel. The Contractor shall make alternate arrangements for its personnel to park off-site if motor vehicles are required to access those facilities. Parking information is available from the VA Police & Security Service Office. The VA will not invalidate or make reimbursement for parking violations of the Contractor's personnel under any circumstances. The Contractor assumes full responsibility for any parking violations
- D. **SMOKING:** Contractor personnel may smoke only in designated areas. There shall be no smoking within twenty-five (25) feet of all entrances to buildings. Smoking is allowed in all outside areas that are twenty-five (25) feet away from entrances to buildings unless indicated otherwise. Enclosed patios connected to facility buildings are considered part of the building and as such are non-smoking areas.

### E. INVOICING & PAYMENT

The Contractor shall assign an account number to each VISN 22 facility.

The Contractor shall submit a monthly invoice per account number for services rendered following the close of the month in which the test result was reported. The invoice shall be accurate and shall display chronologically by date of receipt by the Contractor the name of the patient, the date of specimen was picked up by the Contractor from the VISN 22 facility, detailed list of the test performed on each patient, and the unit and total testing costs.

The Contractor shall not charge VISN 22 for repetitive testing performed on a specimen to verify questionable initial results.

The Contractor shall submit in arrears a properly completed itemized invoice in accordance with FAR clauses 52.212-4(g) Contract Terms and Conditions – Commercial Items via Tungsten Network:

<http://www.tungsten-network.com/customer-campaigns/veterans-affairs/>

No advance payments shall be authorized. Payment shall be made monthly for services provided during the billing month in arrears in accordance with FAR 52.212-4, para. (i). Upon submission of a properly prepared invoice for prices stipulated in this contract for services delivered and accepted in accordance with the terms and conditions of the contract, less any deductions stipulated in this contract.



## 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 52.216-18 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 IDIQ contract award date through expiration of contract.

(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.2 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 \$1, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

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

(1) Any order for a single item in excess of \$1.00

(2) Any order for a combination of items in excess of \$50,000,000; or

(3) A series of orders from the same ordering office within 30 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 1 day after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of Clause)

### C.3 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 expiration of contract.

(End of Clause)

### C.4 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 3 days.

(End of Clause)

### C.5 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 1 day; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 3 days before the contract expires. The preliminary notice does not commit the Government to an extension.

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

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

(End of Clause)

#### C.6 52.232-19 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR (APR 1984)

Funds are not presently available for performance under this contract beyond the current fiscal year provided. 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 the issuance of the task order provided, 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.7 VAAR 852.203-70 COMMERCIAL ADVERTISING (MAY 2018)

The Contractor shall not make reference in its commercial advertising to Department of Veterans Affairs contracts in a manner that states or implies the Department of Veterans Affairs approves or endorses the Contractor's products or services or considers the Contractor's products or services superior to other products or services.

(End of Clause)

#### C.8 VAAR 852.232-72 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS (NOV 2012)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(End of Clause)

#### C.9 VAAR 852.237-70 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 which the service is rendered. 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.10 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

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

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

(End of Clause)

<b><u>FAR Number</u></b>	<b><u>Title</u></b>	<b><u>Date</u></b>
52.203-17	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
52.232-18	AVAILABILITY OF FUNDS	APR 1984
52.232-40	PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS	DEC 2013
52.237-3	CONTINUITY OF SERVICES	JAN 1991

(End of Addendum to 52.212-4)

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

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

(1) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (JAN 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

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

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

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

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

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

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

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

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

(5) [Reserved]

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

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

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

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

(10) [Reserved]

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

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

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

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

(13) [Reserved]

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

(ii) Alternate I (NOV 2011).

(iii) Alternate II (NOV 2011).

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

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

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

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

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

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

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

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

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

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

(19) 52.219-14, Limitations on Subcontracting (JAN 2017) (15 U.S.C. 637(a)(14)).

(20) 52.219-16, Liquidated Damages—Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).

(21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (NOV 2011) (15 U.S.C. 657f).

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

(23) 52.219-29, Notice of Set-Aside for, or Sole Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (DEC 2015) (15 U.S.C. 637(m)).

(24) 52.219-30, Notice of Set-Aside for, or Sole Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (DEC 2015) (15 U.S.C. 637(m)).

(25) 52.222-3, Convict Labor (June 2003) (E.O. 11755).

(26) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (JAN 2018) (E.O. 13126).

(27) 52.222-21, Prohibition of Segregated Facilities (APR 2015).

(28) 52.222-26, Equal Opportunity (SEP 2016) (E.O. 11246).

(29) 52.222-35, Equal Opportunity for Veterans (OCT 2015) (38 U.S.C. 4212).

(30) 52.222-36, Equal Opportunity for Workers with Disabilities (JUL 2014) (29 U.S.C. 793).

(31) 52.222-37, Employment Reports on Veterans (FEB 2016) (38 U.S.C. 4212).

(32) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496).

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

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

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

(35)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (May 2008) (42 U.S.C.6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

(ii) Alternate I (MAY 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

(36) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (JUN 2016) (E.O. 13693).

(37) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (JUN 2016) (E.O. 13693).

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

- (ii) Alternate I (OCT 2015) of 52.223-13.
- (39)(i) 52.223-14, Acquisition of EPEAT®-Registered Televisions (JUN 2014) (E.O.s 13423 and 13514).
- (ii) Alternate I (JUN 2014) of 52.223-14.
- (40) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007)(42 U.S.C. 8259b).
- (41)(i) 52.223-16, Acquisition of EPEAT®-Registered Personal Computer Products (OCT 2015) (E.O.s 13423 and 13514).
- (ii) Alternate I (JUN 2014) of 52.223-16.
- (42) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011)
- (43) 52.223-20, Aerosols (JUN 2016) (E.O. 13693).
- (44) 52.223-21, Foams (JUN 2016) (E.O. 13693).
- (45) (i) 52.224-3, Privacy Training (JAN 2017) (5 U.S.C. 552a).
- (ii) Alternate I (JAN 2017) of 52.224-3.
- (46) 52.225-1, Buy American—Supplies (MAY 2014) (41 U.S.C. chapter 83).
- (47)(i) 52.225-3, Buy American—Free Trade Agreements—Israeli Trade Act (MAY 2014) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).
- (ii) Alternate I (MAY 2014) of 52.225-3.
- (iii) Alternate II (MAY 2014) of 52.225-3.
- (iv) Alternate III (MAY 2014) of 52.225-3.
- (48) 52.225–5, Trade Agreements (OCT 2016) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).
- (49) 52.225-13, Restrictions on Certain Foreign Purchases (JUN 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
- (50) 52.225–26, Contractors Performing Private Security Functions Outside the United States (OCT 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).
- (51) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).
- (52) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).
- (53) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

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

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

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

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

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

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

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

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

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

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

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

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

#### 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).

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(End of Clause)

**C.12 52.204-4 PRINTED OR COPIED DOUBLE-SIDED ON POST CONSUMER FIBER CONTENT PAPER (MAY 2011)**

(a) Definitions. As used in this clause—

Postconsumer fiber means—

(1) Paper, paperboard, and fibrous materials from retail stores, office buildings, homes, and so forth, after they have passed through their end-usage as a consumer item, including: used

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

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

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

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

(End of Clause)

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

ATTACHMENT A – FEE SCHEDULE

ATTACHMENT B – WAGE DETERMINATION LOS ANGELES COUNTY

ATTACHMENT C - WAGE DETERMINATION SAN DIEGO COUNTY

ATTACHMENT D - WAGE DETERMINATION SAN BERNARDINO COUNTY

ATTACHMENT E - WAGE DETERMINATION BERNALILLO COUNTY

ATTACHMENT F - WAGE DETERMINATION YAVAPAI COUNTY

ATTACHMENT G - WAGE DETERMINATION MARICOPA COUNTY

ATTACHMENT H - WAGE DETERMINATION PIMA COUNTY

Attachments B-H represent the wage determinations for the counties surrounding the eight medical centers. However, under the performance of this contract, the Contractor shall adhere to the Service Contract Act and all rules and regulations pertaining to the Department of Labor’s wage determination. Information on the wage determination can be found at the Department of Labor website: <https://www.wdol.gov/sca.aspx>.

- End of Section D -

## SECTION E - SOLICITATION PROVISIONS

### E.1 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 (FAPIIS) 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 FAPIIS 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.2 52.216-1 TYPE OF CONTRACT (APR 1984)

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

(End of Provision)

#### E.3 52.233-2 SERVICE OF PROTEST (SEP 2006)

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

Hand-Carried and Mailing Address:  
Department of Veterans Affairs  
Network Contracting Office 22  
4811 Airport Plaza Drive Suite 600  
Long Beach CA 90815

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

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

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

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

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

(End of Provision)

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.5 VAAR 852.252-70 SOLICITATION PROVISIONS OR CLAUSES INCORPORATED BY REFERENCE (JAN 2008)

The following provisions or clauses incorporated by reference in this solicitation must be completed by the offeror or prospective contractor and submitted with the quotation or offer. Copies of these provisions or clauses are available on the Internet at the Web sites provided in the provision at FAR 52.252-1, Solicitation Provisions Incorporated by Reference, or the clause at FAR 52.252-2, Clauses Incorporated by Reference. Copies may also be obtained from the contracting officer.

<u>FAR</u> <u>Number</u>	<u>Title</u>	<u>Date</u>
852.270-1	REPRESENTATIVES OF CONTRACTING OFFICERS	JAN 2008
52.204-16	COMMERCIAL AND GOVERNMENT ENTITY CODE REPORTING	JUL 2016

(End of Provision)

#### E.6 ADDENDUM TO FAR 52.212-1 – INSTRUCTIONS TO OFFERORS – COMMERCIAL ITEMS

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

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

- A. General Instructions:** This section provides general guidance for preparing the proposal, as well as specific instructions on the format and content of the proposal. The Offeror's proposal must include all data and information requested and must be submitted in accordance with these instructions. Any Offeror who submits an incomplete package may have its proposal considered to be unacceptable and removed from consideration for contract award. The offer shall be compliant with the requirements as stated in the Request for Proposal (RFP). Non-compliance with the instructions and RFP may result in an unfavorable proposal evaluation and may be grounds to eliminate the proposal from consideration for contract award.

Offeror should thoroughly review the specifications and become familiar with the requirement prior to submitting a proposal. Failure to understand the contract requirements shall not relieve the successful Offeror from performing in accordance within the strict meaning and intent of the specifications.

Submission of Offerors. Offeror must complete and return proposals prior to the time specified in block 8 of SF 1449 to be considered for award.

Please review the following items before submitting your proposal:

- Have you completed the SF 1449 blocks 17a, 30a, 30b and 30c?
- Have you completed Attachment A – Fee Schedule?
- Have you acknowledged any amendment (s), if applicable?
- Have you included the requested information required for responding to the Special Standards of Responsibility?
- Have you provided all the required Technical Evaluation criteria?

- B. Type of Acquisition:** This acquisition is a competitive solicitation. An award will be made to the Lowest Price Offer that is Technically Acceptable, and meets the Special Standards of Responsibility in accordance with the requirements in Section E.7.
- C. Discrepancies and Ambiguities:** If an Offeror believes the requirements in these instructions contain an error, omission, ambiguities, or are otherwise unsound, the Offeror shall immediately notify the CO in writing with supporting rationale no later than 7 calendar days after the RFP release.
- D. Postponement of Proposal Closing Date:** If a determination is made to postpone a proposal closing date, an announcement of the determination shall be posted to the Electronic Posting System (EPS) and, if practicable, before issuance of a formal RFP amendment otherwise communicated to prospective Offerors.
- E. Post-Award/Pre-Performance Conference:** A post-award/pre-performance conference will be scheduled by the Contracting Officer (CO) and held prior to the commencement of any work at each installation under the awarded contract. The Offeror or their duly authorized representative is required to attend each post-award/pre-performance conference.
- F. Points of Contact (POC):** Written requests for clarification may be sent to the CO/CS. Address any questions or concerns to them using the following contact information:

Tien Nguyen  
Contracting Officer  
[Tien.Nguyen@va.gov](mailto:Tien.Nguyen@va.gov)

The proposal package must be completed and returned to the address in Block 15 of the SF 1449 attention Tien Nguyen, prior to the time set for closing of proposals, see Block 8 of the SF 1449.

- G. RFP Submission:** To assure timely and equitable evaluation of proposals, Offerors must follow the instructions contained herein. Proposals must be complete, self-sufficient, and respond directly to the requirements of this solicitation. Alternate proposals will not be accepted.

An electronic copy and three (3) hard copies are *mandatory*. BOTH must arrive by submission deadline.

Electronic copy shall be submitted on CD in MS Word, Excel and PDF format only (no Zip files).

Do not make any changes to the files or the format of the files of the RFP and any attachments of the RFP. Any changes without prior written consent from the CO may be eliminated from further considerations.

The response shall consist of two (2) separate binders with dividers separating each section;  
**Binder I** – Special Standards of Responsibility and Technical Evaluation Factor with dividers to separate each section.

**SPECIAL STANDARDS OF RESPONSIBILITY:**

PERMITS/LICENSES/CERTIFICATIONS:

1. Provide approved and current copy of Offeror's CAP accreditation
2. Provide approved and current copy of Offeror's CLIA certificate

INTERFACE WITH VA IT SYSTEMS:

1. Provide a detailed narrative of the interface implementation and how it will be completed within 120 days from award. Ensure to address all eight (8) Healthcare Systems.
2. Provide a narrative description explaining how the Offeror will implement, provide, and maintain laboratory test information parameters in the VA LIS (VistA) database.

COURIER SERVICES:

1. Provide a detailed narrative of the implementation process of courier services within 15 days after award, implementation shall begin with VA Long Beach Healthcare System, and address how all eight (8) Healthcare Systems will be fully integrated within 120 days after award.

**TECHNICAL FACTOR I:**

REPORTS: Offerors shall submit a sample report of each header listed below that meets the requirements in Section B.10 and B.11 of the solicitation, in Excel format, unprotected and filterable with a hard copy print out.

1. Monthly Test Code Change Report
2. Test Utilization Report
3. New Test Update Report
4. Non-Fee Schedule Test Report
5. Business Review Report

**Binder II** – Completed Attachment A – Fee Schedule - printed on 11 x 17. Offerors must complete Attachment A in its entirety (tab 1-6) and provide a price (tab 4-6) for each line item identified in the spreadsheets found in Attachment A. Offerors may not deviate from the spreadsheets in Attachment A and may not submit vendor-specific price lists as an alternative to Attachment A.

**FAILURE TO COMPLETE ATTACHMENT A IN ITS ENTIRETY MAY RESULT IN A DETERMINATION THAT THE PROPOSAL IS UNACCEPTABLE AND THE PROPOSAL MAY BE EXCLUDED FROM FURTHER CONSIDERATION FOR CONTRACT AWARD.**

Proposals may be sent or hand delivered to:

Department of Veterans Affairs  
Attention: Tien Nguyen  
4811 Airport Plaza Drive Suite 600  
Long Beach CA, 90815

**Submission deadline: September 4, 2018 10:00 AM PST**

**NOTE:**

- It is the Offeror's responsibility to ensure that documents are complete and submission is viewable/readable and arrives to the CO/CS by the date and time required. Offeror should take into consideration the delivery response time of the mail carrier utilized.
- Hand delivery may be made between Monday – Friday 7:30 am – 3:00 pm and requires a signature with time and date stamp from an authorized person designated by the CO/CS. It is the Offeror's responsibility to plan with the CO/ CS to ensure there will be an authorized person to accept the delivery.
- Any questions are required to be submitted via email within 7 calendar days of release of the solicitation by 10:00 AM PST to: [Tien.Nguyen@va.gov](mailto:Tien.Nguyen@va.gov)

If any required documents are omitted with submission, the offer may be precluded from further consideration.

(End of Addendum to 52.212-1)

#### E.7 52.212-2 EVALUATION—COMMERCIAL ITEMS (OCT 2014)

(a) Basis for Award. An award will be made to the responsible offeror whose offer, conforming to the solicitation, offers the lowest price technically acceptable (LPTA) proposal, meeting the Special Standards of Responsibility.

After making selection of the lowest priced Offeror, the Contracting Officer will determine if the selected Offeror is technically acceptable and if the Offeror is considered responsible. The General Standards of Responsibility can be found in FAR 9.104-1 and the Special Standards of Responsibility can be found in FAR 9.104-2. Those Offerors who fail to meet the special and general standards of responsibility will not be eligible to receive contract award. The following Special Standards of Responsibility apply to this procurement are:

1. SPECIAL STANDARDS OF RESPONSIBILITY –
  - a. **Permits/Licenses/Certifications.** Offeror's proposed laboratories shall have the following permits, licenses, and certifications: CAP accreditation and CLIA certification.
  - b. **Interface to VA Information Systems.** Offeror shall have the ability to implement and maintain the interface between Offeror's and VA's information systems for all eight VISN 22 Healthcare Systems within 120 days of contract award.
  - c. **Courier Services.** Offeror shall have the ability to implement courier services within 15 days after award, and complete all eight (8) Healthcare System within 120 days.
2. TECHNICAL FACTOR I –
  - a. **Reports.** Offeror shall have the ability to provide the specialized reports required by the solicitation.
3. PRICE –
  - a. **Price.** Offeror will be evaluated by multiplying the price offered for each laboratory test identified in Attachment A – Fee Schedule by the estimated annual quantity shown in Attachment A for that test. A total price will be computed for the base year and each option year. The lowest-priced offer will be determined by adding the total price offered for the base

year with the total prices offered for each of the option years. In Attachment A, tab 4-6 (*PRICE B-OY; 4 80,000-90,000, ALLERGENS, COMPLEX ANTI BODIES*) will be utilized for the price evaluation.

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

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

(End of Provision)