

**SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS  
OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30**

1. REQUISITION NO. PAGE 1 OF 69

2. CONTRACT NO.	3. AWARD/EFFECTIVE DATE	4. ORDER NO.	5. SOLICITATION NUMBER VA263-17-R-1093	6. SOLICITATION ISSUE DATE
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7. FOR SOLICITATION INFORMATION CALL:	a. NAME Rosemary Malchow	b. TELEPHONE NO. (No Collect Calls) 651-293-3030	8. OFFER DUE DATE/LOCAL TIME 05-31-2019
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9. ISSUED BY Department of Veterans Affairs Network Contracting Office 23 Attn: Arlene Jorgensen Hillestad, CO 316 North Robert Street, Suite 506 St. Paul MN 55101	CODE	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: 623110 <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> EDWOSB SIZE STANDARD: \$27.5 Million <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> 8(A)
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11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input checked="" type="checkbox"/> SEE SCHEDULE	12. DISCOUNT TERMS	<input type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)	13b. RATING N/A	14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input checked="" type="checkbox"/> RFP
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15. DELIVER TO Department of Veterans Affairs Network Contracting Office 23 316 North Robert Street, Suite 506 Attn: Rosemary Malchow, CS St. Paul MN 55101	CODE	16. ADMINISTERED BY Department of Veterans Affairs Network Contracting Office 23 Attn: Rosemary Malchow, CS 316 North Robert Street, Suite 506 St. Paul MN 55101	CODE
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17a. CONTRACTOR/OFFEROR TELEPHONE NO. _____ DUNS: _____ DUNS+4: _____	CODE	FACILITY CODE	18a. PAYMENT WILL BE MADE BY Department of Veterans Affairs Financial Services Center PO Box 149971 Austin TX 78714-9971 PHONE: _____ FAX: _____	CODE	Y
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<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER	<input type="checkbox"/> SEE ADDENDUM
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19. ITEM NO.	20. See CONTINUATION Page SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	<p>This is a MEDICARE solicitation for VISN 23 nursing home indefinite delivery indefinite quantity (IDIQ) contracts.</p> <p>As a result of this Request for Proposal (RFP), the government anticipates awarding single or multiple IDIQ contracts.</p> <p>USC 37.17-20 Authority for nursing home services(MEDICARE).</p> <p>The list of requirements by State and County are in Section E.1 Instructions to Offerors.</p> <p>(Use Reverse and/or Attach Additional Sheets as Necessary)</p>				

25. ACCOUNTING AND APPROPRIATION DATA See CONTINUATION Page 1358 and medical services funds at time of awards.	26. TOTAL AWARD AMOUNT (For Govt. Use Only) \$0.00
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<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:
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30a. SIGNATURE OF OFFEROR/CONTRACTOR	31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)	31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) Arlene Jorgensen Hillestad Contracting Officer
30c. DATE SIGNED	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:

a. CONTRACTOR:

b. GOVERNMENT: Contracting Officer 36C618  
Department of Veterans Affairs  
Network Contracting Office 23  
Attn: Arlene Jorgensen Hillestad, CO  
316 North Robert Street, Suite 506  
St. Paul MN 55101

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 arrears

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  
PO Box 149971  
Austin TX 78714-9971

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

AMENDMENT NO	DATE

## **B.2 NURSING HOME PERFORMANCE WORK STATEMENT (PWS) – MEDICARE**

### **A. Overview**

**1. Federal Acquisition Regulation (FAR) – Indefinite Delivery Indefinite Quantity Contract (IDIQ).** In accordance with FAR 16.504, Indefinite-Quantity Contracts, this is a IDIQ with five (5) yearly ordering periods starting with the date of award with a 6-month option to extend at the sole discretion of the Government.

**2. Services Rendered at VA Per Diem Rates.** Upon acceptance of a VA patient by the CNH, if and when requested by the VA Contracting Officer or authorized representative, the Contractor shall furnish all supplies and services herein described, at the per diem rates at the “Levels of Care” specified in the Schedule of Items of this IDIQ. The VA “Levels of Care” are defined in an attachment in Section D.1 of the solicitation and the IDIQ. VA is obligated only to the extent authorized placement of patients is made in accordance with this IDIQ.

**3. Ordering.** Orders will be issued by Ordering Officers to place Veterans in Nursing Homes, often on a sole source basis using an Exception to Fair Opportunity and utilizing the CPRS system and Standard Form 10-7078 at VA hospital sites (Reference [FAR 16.505 \(b\)\(2\)\(i\)\(B\)](#)). Ordering Officer Contact information is as follows:

<b>Ordering Officer Name:</b>	
<b>Address</b>	
<b>Telephone number</b>	
<b>E-mail address</b>	
<b>Facsimile number</b>	

Agency task and delivery order ombudsman is included below (see 16.505(b)(8)) since multiple awards are being made. None of the orders will be placed utilizing the fair opportunity process, because it has been determined that all orders will be subject to the relevant exceptions to the fair opportunity process. 16.504(a)(4)(v).

The VA Ombudsman for task/delivery orders is the Associate Deputy Assistant Secretary (ADAS) for Procurement Policy, Systems, and Oversight (PPSO). The address and e-mail address for the Ombudsman follows:

Department of Veterans Affairs  
 ADAS for Procurement Policy, Systems, and Oversight  
 Risk Management and Compliance Service  
 810 Vermont Avenue, NW  
 Washington, DC 20420

e-mail: [VARiskManagement@va.gov](mailto:VARiskManagement@va.gov)

**Note:** Ordering officers will be authorized to place orders against this contract. The Contracting Officer will furnish the Contractor with the names of individuals authorized as ordering officers, by separate memorandum upon issuance of the contract. When ordering officers are added after award, the Contracting Officer will furnish the Contractor with the names of individuals authorized as ordering officers, by memorandum upon ordering officer appointment. Ordering officers are responsible for issuing and administering orders placed under this contract. Ordering officers have no authority to modify any term of this basic contract. Any deviation from the terms of the basic contract must be approved in writing by the Contracting Officer responsible for this contract. The Contractor shall accept

orders against this contract only from the Contracting Officer and/or authorized ordering officers. Fulfilling orders from persons other than the Contracting Officer or ordering officer may result in loss or delay in payment for supplies/services provided under such orders.

**4. Referrals to CNHs and placements.** VA acknowledges that, depending on the availability of resources at specific IDIQ holder facilities at specific times, acceptance of a referral may be commercially impracticable for the IDIQ holder. In that event, the IDIQ holder may decline to accept an authorization. If the IDIQ holder has determined that space is not available and will not accept the Veteran, the CNH program personnel will seek another IDIQ contract and an authorization will be issued when a match is found.

Designated CNH program personnel will issue written authorizations for Veterans to the IDIQ holder. In accordance with FAR 16.505(b)(2)(i)(A) or FAR 16.505(b)(2)(i)(B), VA has determined it is in the best interest of the Veteran to place the individual order without further competition because the need for these services is sometimes urgent, and providing the opportunity to all IDIQ holders or other vendors would result in unacceptable delays in fulfilling that need. Location primarily will be selected based on the Veteran's needs and proximity to the Veteran's home.

## **B. Background**

**1. Introduction.** The Community Nursing Home (CNH) program is a key component of the Veterans Health Administration (VHA) continuum of care. The Contractor agrees to provide in accordance with the terms and conditions stated herein to the U.S. Department of Veterans Affairs [Site] Health Care System, in [City, State] at the prices specified in the section titled Schedule of Items of this IDIQ. Nursing home facilities in the CNH program shall cooperate with VA staff in referral of appropriate Veterans for care and accept Veterans of which they have the capability/capacity to care. The term, "facilities," shall include but not be limited to rooms, wards, sections, eating areas, drinking fountains, entrances, and other like areas. VA shall have the right to inspect the CNH and all appurtenances by authorized VA representative(s) to ensure that acceptable standards are maintained and that the necessary care to maintain the well-being of the Veteran is rendered.

## **C. Requirements**

**1. General.** Nursing home facilities in the CNH program shall ensure that care meets the health needs and promotes the maximum well-being of Veterans. Nursing home care will be furnished to ensure the total medical, nursing, and psychosocial needs of VA beneficiaries. All nursing home facilities in VA's CNH program must have current Center for Medicare and Medicaid Services (CMS) certification (Medicare and/or Medicaid) and a State nursing home license. VA developed quality of care standards utilizing CMS inspection criteria that are followed by VA in its selection of nursing homes and annual and ongoing quality reviews. See VHA Handbook 1143.2, "VHA Community Nursing Home Oversight Procedures (June 4, 2004) a copy of which is available at: <http://www.va.gov/vhapublications/publications.cfm?pub=2>. VA often has a particular need for specialty care services in the CNH program. The VA requires CNHs to have bed capacity to ensure their ability to take referrals when requested. The CNH also must be able to accept VA referrals in a timely fashion (The CNH also must be able to accept VA referrals within 24 hours of request). Primary care/provider (medical doctor, nurse practitioner, and/or physician assistant) visits will be available at the Medicare frequency requirements. Laboratory, x-ray, and other special services will be available to Veterans as needed. In addition, the care provided will include room, meals, nursing care, and other services or supplies commensurate with the VA-authorized level of care, without extra charge. Authorized VA representatives will provide quality oversight visits to Veterans to assure satisfaction, quality, and continuity of care and may assist in the Veterans' transition back into the community. These visits do not substitute nor relieve the CNH in any way of the responsibility for the daily care and medical treatment of the Veteran. The per diem rate(s) established in this IDIQ will include the cost of nursing care, room and

board, meals, primary medical care which includes provider visits, drugs and routine supplies, laboratory, x-ray, and other special services authorized by VA, unless otherwise specifically excepted (see Schedule of Items in this IDIQ for details regarding per diem rates and coverage). Full attention shall be given to motivating and educating Veterans to achieve and maintain independence in the activities of daily living. Each Veteran must receive and the facility must provide the necessary care and services to attain or maintain the highest practicable physical, mental and psychosocial well-being, in accordance with the comprehensive assessment and plan of care.

**2. Termination of Services.** VA reserves the right to remove any or all Veterans from the CNH at any time when it is determined to be in the best interest of VA or the Veterans without additional costs to the Government.

**3. VA Authorizations.** Authorization for nursing home care will be submitted on VA Form 10-7078, "Authorization and Invoice for Medical and Hospital Services." Each authorization validity period will be noted on the VA Form 10-7078 with a beginning and end date. Any extension to the original authorization validity period, regardless of the number of days, requires a new VA Form 10-7078.

**4. Medicare-Based Rates.** The Resource Utilization Grouping (RUG) rate(s) will include the cost of medical care, medications, laboratory, x-ray, therapy (ies), and other special services authorized by VA, unless otherwise specifically exempted (Refer to Table A in the schedule of items). VA will contract for appropriate Medicare categories of care using Resource Utilization Groups (RUGs-IV) as a reference. A description of the RUGs-IV systems can be found in 42 CFR Parts 409, et al.

**5. Medicare Rate Determination.** The per diem rate is determined by the Medicare based approved rates including the cost of supplies, services, and equipment that is provided under Medicare. Rates established after the Effective Date of this IDIQ will require a modification to the IDIQ. The RUGS IV rates include room, board, and routine nursing care, rehabilitation therapy (including physical, speech and occupational therapy), respiratory therapy, oxygen therapy, medical and nursing supplies (including items such as urological and colostomy supplies), most oral medications, most items of durable medical equipment (excluding ventilators), x-rays, and routine laboratory tests (see Schedule of Items in this IDIQ for details on rates). Any additional requests for payment to the all-inclusive per diem rates must be pre-approved.

**6. The CNH's Minimum Data Set (MDS) Assessment for Medicare:** The CNH's Minimum Data Set (MDS) assessment will be completed on the same schedule as the current Medicare MDS-Scheduled assessments, including start of therapy (SOT) and end of therapy (EOT) assessments. Classification changes will be approved by VA, adhering to the most current MDS frequency guidelines from Medicare. The applicable per diem rate will continue until the next assessment. The RUG scores should be submitted on the MDS software that generates the RUG (usually section Z) or on a Level of Care Authorization Form provided to the CNH.

**7. Primary Medical Coverage.** The assigned CNH provider is the primary medical provider during the nursing home stay and is responsible for writing or approving admission and all other orders as soon as the Veteran arrives at the CNH. The CNH provider is responsible for general medical care, urgent evaluation and intervention. Provider visits will be according to the Center for Medicare and Medicaid Services (CMS) guidelines. The assigned nursing home provider will provide timely care following the most current CMS guidelines; arranging 24/7 access for Veteran care; arranging easy access to staff for consultation; providing timely response to calls and arranging for timely provider back-up according to OBRA guidelines (42 CFR 483.40, OBRA Guidelines).

**8. Rehabilitation Criteria.** All therapy provided will be individual therapy, rather than group therapy, unless otherwise ordered by the authorizing VA facility. Therapy evaluation must be completed and sent to the VA CNH office for approval of services. Medical Restorative criteria will be used for

physical therapy, occupational therapy, and speech therapy. Therapy must be skilled, relate to safety and be restorative according to Medicare criteria.

- a. **Description of Rehabilitative Therapy.** The concept of rehabilitative therapy includes recovery or improvement in function and, when possible, restoration to a previous level of health and well-being. Therefore, evaluation, re-evaluation and assessment documented in the Progress Report should describe objective measurements which, when compared, show improvements in function, or decrease in severity, or justification for an optimistic outlook to justify continued treatment. Covered therapy services shall be rehabilitative therapy services unless they meet the criteria for maintenance therapy requiring the skills of a therapist.
- b. **Evaluations/re-evaluations should consider the following:** Establishment of treatment goals specific to the Veteran's disability or dysfunction and designed to specifically address each problem identified in the evaluation; design of a plan of care addressing the Veteran's disorder, including establishment of procedures to obtain goals, determining the frequency and intensity of treatment; continued assessment and analysis during implementation of the services at regular intervals; instruction leading to establishment of compensatory skills; selection of devices to replace or augment a function (e.g., for use as an alternative communication system and short-term training on use of the device or system); and Veteran and family training to augment rehabilitative treatment or establish a maintenance program. Education of staff and family should be ongoing.

**9. Emergency Care; Financial Responsibility; Advanced Directives.** In emergencies, nursing home staff will utilize the 911 local emergency systems as for any resident. Advance directives or living wills shall be adhered to according to CNH physician's orders. Service connected Veterans may qualify for VA coverage of emergency care provided the VA Health Care System (VAHCS) is contacted by the private hospital provider within 72 hours of admission on the first business day following a weekend or holiday. This includes the cost of necessary transportation for such care.

**10. HIPAA Compliance.** HIPAA compliance is required. The Contractor must adhere to the provisions of Public Law 104-191, Health Insurance Portability and Accountability Act (HIPAA) of 1996 and the National Standards to Protect the Privacy and Security of Protected Health Information (PHI). As required by HIPAA, the Department of Health and Human Services (HHS) has promulgated rules governing the security and use and disclosure of protected health information by covered entities, including the Department of Veterans Affairs (VA). In accordance with HIPAA, the Contractor may be required to enter into a Business Associate Agreement (BAA) with VA, but VACO has recognized CNH Facilities as an entity that does not require a BAA as long as they are conducting health care on VA's behalf. The CNH care program qualifies as a medical service, so no BAA is required.

**11. State Licensure; Access to CNH Quality of Care Reports (QASP Indicator #1).** The CNH must maintain a current and unrestricted state license to operate as a skilled nursing facility. Changes in the status of the licensure will be immediately reported to the **MPLS VA HCS Home and Community Care Department at 612-467-3824**. VA will monitor the professional care and administrative management of services provided to VA beneficiaries, through one or any combination of the following methods: reviews of State agencies reports; on-site inspection of the CNH by VA staff; and/or on-site monitoring of Veterans. The CNH shall provide VA with copies of all State agency reports when requested, and cooperate fully with VA's quality improvement or quality assurance program functions, including VA's on-site inspection and monitoring. The VA Contracting Officer shall make all final

determinations as to the Contractor's reasonable cooperation with VA and compliance with these requirements.

**12. Corrective Action Plan (QASP Indicator #2):** The CNH will cooperate with timely development of Corrective Action Plans (CAPs) related to identified deficiencies and related to State, Federal or VA surveys. The CNH will develop in the time period specified by VA timely and appropriate CAPs for VA surveys or investigation of complaints related to quality of care or sentinel events. The CNH will also supply related documents or data as specified by VA. The CAPs will include but are not limited to the following criteria and shall:

- a. Contain elements detailing how the CNH will correct the deficiency as it relates to the individual;
- b. Indicate how the CNH will act to protect residents in similar situations;
- c. Include the measures the CNH will take or systems that will be altered to ensure that the problem will not recur. The CNH must look at the system and determine if a change to the existing system will work, if a new system is necessary, or if a system does not exist and must be developed;
- d. Indicate how the CNH plans to monitor performance to make sure that solutions are permanent. The CNH must develop a quality assurance tool for ensuring that correction is achieved and sustained. This tool must be implemented. Failure to implement a quality assurance tool to sustain compliance will reflect that the CNH has an ineffective quality assurance system; and
- e. Provide dates when corrective action will be completed.

**13. Life Safety Code.** The CNH's building shall conform to the most recent standards of the Life Safety Code (National Fire Protection Association Standard) in effect on the date of the IDIQ award and compliance with all applicable Federal, State and local regulations. The administrator of the CNH is required to notify the VA Contracting Officer in writing at least thirty (30) calendar days prior to any planned facility changes that could impact the Life Safety Code and other safety features of the facility which were in existence at the time this IDIQ became effective. The VA Contracting Officer will notify the VA Safety Manager responsible for the Life Safety Code inspection of the CNH and he/she will review (inspect the facility if required) the proposed changes and provide necessary approval or disapproval of the CNH to house veterans during and/or after the proposed changes. These changes may include but are not limited to:

- a. **Interior changes requiring VA notification.** Some examples of facility changes that require the VA Contracting Officer notification are as follows: interior finish, corridor partitions/walls, patient room doors, linen or trash chutes, exits, emergency lighting, fire alarm systems, automatic sprinklers, smoke barrier walls or doors, oxygen systems, compressed gas storage, HVAC, electrical and fuel gas systems;
- b. **Automatic sprinkler system.** All VA contracted CNH facilities are to be fully-equipped with a fully-automatic sprinkler system installed in accordance with the National Fire Protection Association's (NFPA) standards and be 100% sprinkled; (notably the NFPA standard may change so sprinkler system could require updating).
- c. **Natural disasters.** In the event of a natural disaster (flood, tornado, etc.), the CNH shall communicate all action plans to VA. The action plans will at a minimum identify temporary transfers of location, dates, and names of Veterans transferred; and



**d. Major construction; additions; and renovations.** SHALL MEET latest NFPA Life/Safety Code requirements as well as any additional VA CNH construction standards in place at time of renovation or alteration.

**14. Acceptable Safety and Sanitation Practices.** Acceptable safety and sanitation practices shall be observed throughout the facility. The CNH will address employee and Veteran safety practices through staff orientation, training and adherence to related policy or procedures to provide a safe and clean environment.

**15. Re-admission to the VA Hospital and Emergency Care; Notification of Death of Veterans; CNH Responsibility to Veteran's Belongings or Personal Effects.** VA beneficiaries who begin to require more than the level of care authorized by VA will be readmitted to an appropriate VA Health Care System (VAHCS), as determined and authorized by VA.

- a. When such an admission is not feasible because of the nature of the emergency, hospitalization in a non-Federal facility may be accomplished provided VA authorization is obtained. VA authorization must be obtained within 72 hours of admission of the Veteran to a non-Federal facility. If hospitalization of a non-emergency nature is required, readmission to a VA Health Care System may be accomplished as soon as the Veteran's condition is sufficiently stabilized to permit admission to a VAHCS.
- b. In the event of a death of a VA beneficiary, while receiving nursing home care, the CNH will promptly notify the VA facility which authorized admission and immediately assemble, inventory, and safeguard the Veteran's personal effects. The funds, deposits, and effects left by the VA Veterans upon the premises of the CNH shall be delivered by the CNH to the person(s) entitled thereto under the laws currently governing the CNH for making disposition of funds and effects left by Veterans, unless the beneficiary died without leaving a will, heirs or next of kin capable of inheriting.
- c. Should a deceased Veteran leave no will, heirs, or next of kin, his/her personal property and funds wherever located vests in and becomes the property of the United States in trust. In these cases, the CNH will forward an itemized inventory with annotation as to the disposition of the funds and effects of any such property and funds in its possession to the VA facility of jurisdiction and will hold them (except articles of clothing necessary for proper burial) under safeguard until instructions are received from VA concerning disposition. CMS regulations require retention of nursing home records for five (5) years when there is no requirement in State law.

**16. Bed-Hold Policy for hospitalizations and approved therapeutic passes.**

Hospitalizations do not require a pre-authorization, but VAHCS must be notified as soon as possible (no later than one business day after hospitalization). Therapeutic passes are to be limited and pre-authorized by the VAHCS.

**a. HOSPITALIZATIONS**

*The VAHCS will select one of the following options:*

1. Two days per hospitalization reimbursed at the current per diem rate.
2. The first two days of hospitalization reimbursed at 70% of current per diem rate.

3. According to the prevailing State Medicaid guidelines at the bed hold rate determined by the State.

**b. THERAPEUTIC PASSES** (pre-authorized only)

The VAHCS will select one of the following options:

1. Two days per month, reimbursed at the current per diem rate. More than 2 days per month must be pre-approved by VAHCS.
2. Two days per month, reimbursed at 70% of the current per diem rate.

Bed-hold begins the date the Veteran departs the CNH and the current per diem rate resumes the date of readmission. Absences of fifteen (15) consecutive days requires the VAHCS to discharge the Veteran from the current CNH authorization. A new authorization is required upon readmission to a CNH. The CNH is responsible to notify the Veteran / family of any financial responsibility for bed hold days not paid by the VA, arrangements may then be made between the Veteran / family and the CNH beyond the VAHSC authorized (two) days.

**17. Reportable Events (QASP Indicator #3).** VA requires CNHs to report to the CNH Coordinator at VA any of the following events within 24 hours or immediately the first business day after a weekend or holiday: 1) sentinel events; 2) substantiated allegations of mistreatment, neglect, abuse or misappropriation of CNH Veterans or property; 3) elopements of CNH Veterans pursuant to state regulations; 4) infectious outbreaks; 5) resident to resident or resident to staff altercations involving a CNH Veteran resulting in any injury that is other than minor; 6) copies of annual surveys or substantiated complaint investigations conducted by a State oversight agency; and 7) adverse events. Reporting shall include date of occurrence and Veteran disposition and outcome. Other Reportable Events that should be reported timely, but not necessarily immediately are: 1) when there is a change of nursing home administrator or Director of Nursing/Director of Nursing Service; or 2) when there is a pending change of ownership of the CNH.

A sentinel event may include, but is not limited to the following: 1) a fall resulting in death or injury; 2) elopement resulting in a missing resident; 3) resident abuse confirmed or under suspicion; 4) a medication error resulting in resident illness or injury; 5) death or resident injury related to restraint (including side rails) use; or 6) death related to an unconfirmed or suspicious cause. When an adverse event occurs involving a CNH Veteran which is not determined to be a Sentinel Event (but that the State requires that the occurrence be reported to the State), such event is also to be reported to VA's CNH program office. Some adverse events, such as minor medication errors without catastrophic outcomes, are managed by the CNH in the context of their quality improvement programs. It is not necessary for nursing homes to report such incidents to the CNH program office.

**18. VA Actions Regarding Serious Quality of Care Deficiencies.** In cases of serious deficiencies affecting the health or safety of Veterans or in cases of continued uncorrected deficiencies, VA will take one or more of the following actions:

- a. Increase VA staffing monitoring until the State survey agency clears the deficiency;
- b. Suspend placement of Veterans in the CNH;
- c. Remove or transfer Veterans under the IDIQ from the subject CNH;
- d. Not renew the IDIQ; and/or
- e. Terminate the IDIQ.

**19. VA Staff Access to CNH Records (QASP Indicator #4).** All medical records concerning the Veteran's care in the CNH will be readily accessible to VA. Upon discharge or the death of a Veteran, medical records will be retained by the CNH for a period of at least five (5) years following termination of care. Veteran records will be maintained in conformance with the Privacy Act of 1974 (5 U.S.C. § 552a). A medical record shall be maintained for each Veteran, which includes at least the following:

**a. VAHCS Referral Package to the CNH:**

1. Copy of Physician Orders for Nursing Home Care; CPRS Notes; Discharge Summary Including History & Physical information with Medication List; Rehabilitation Progress Notes; and Veteran Demographic Record which includes next of kin information.
2. Copy of Authorization Agreement (VAF 10-7078).

**b. Nursing Home Clinical Record:** The CNH must maintain clinical records on each Veteran in accordance with accepted professional standards and practice. The clinical record must be: complete, accurately documented, readily accessible, systematically organized, and legible. Clinical records must contain at a minimum:

1. Sufficient information to identify the resident;
2. A record of the Veteran's assessments, including those assessments performed by services under the IDIQ with the CNH;
3. The plan of care and services including medication administration, provided by CNH staff and services provided under the IDIQ with the CNH;
4. Interdisciplinary progress notes to include effect of care provided, Veterans' response to treatment, change in condition, and changes in treatment;
5. Medical practitioner orders which are signed and dated;
6. Allergies;
7. Person to contact in an emergency situation;
8. Name of attending medical practitioner; and
9. Advanced directives if available.

**c. Clinical Record Safeguards:** The CNH must safeguard clinical record information against loss, destruction, or unauthorized use. If the CNH maintains a Veteran's record by computer, electronic signatures are acceptable. If attestation is done on computer records, safeguards to prevent unauthorized access and to provide for reconstruction of information must be in place.

**20. Specialty Services.** The CNH will assume responsibility for arranging specialty care for Veterans (e.g., dental care or ophthalmology).

**[THE FOLLOWING PARAGRAPH SHOULD BE TAILORED AT TIME OF AWARD TO SUIT EACH SITE:]**

**21. VA Health Care System Consultation/Resources.**

*(a) Telephone Care Communications Systems (TCCS): For urgent same-day outpatient specialty care or for non-urgent scheduled clinic appointments/consultations, phone (Phone#) between 9 a.m. and 3 p.m. Monday through Friday, excluding holidays. If a same-day appointment is anticipated; please call as early as possible.*

(b) Admissions Conference Call Systems phone number Phone #:

For non-emergency consultation or /evaluation for admission to the [FACILITY NAME]VA Health Care System (after initial evaluation or intervention by the nursing home physician).

(c) After hours, weekends and holidays: For urgent referrals or consultation contact the Admission Conference Call System number [PHONE #].

(d) Transportation: Necessary transportation to and from the VA hospital for clinics, evaluation or hospitalization will be arranged and paid by the VA hospital for CNH patients when requested. For clinic appointments, call [PHONE #].

**22. Charitable Contributions.** The CNH will not solicit contributions, donations, or gifts from Veterans or family members. Note: Established charitable fundraising activities of a CNH fall outside the scope of this language.

**23. CNH Billing.** Invoices for board, care and ancillary services shall be submitted promptly to the authorizing facility after generation of Medicare RAI/MDS RUG Scores and not later than 30 days following the end of the month in which services were rendered. The CNH will promptly notify the VA CNH program regarding any change in Veteran status: discharge, transfer, against medical advice (AMA), hospitalization, death and/or any changes in payer source and any ability to complete timely billing. All invoices must include the full name and address of the CNH and shall reflect the Veteran's name, social security number, number of days billed, RUG category(ies), and agreed upon RUG rate (s). Failure to include this information may result in delayed payment.

- a. **Pre-approved services billed by CMS procedures or CPT codes:** All services which are pre-approved by VA as additional to the all-inclusive per diem rate must be billed according to CMS procedures or CPT codes. The CNH will be reimbursed based on local guidelines and VA pricing schedules.
- b. **High cost drugs:** All requests for additional reimbursement for high cost drugs and corresponding billing are due as soon as possible, but no later than 90 calendar days after use of products.
- c. **Invoices:** Corrected invoices must be submitted whenever it is found that the original invoice was not correct. All corrected invoices must include all items that are affected by the change.

**24. Minimum Quantities; VA Payment.** It is impossible to determine the exact or estimated amount, which will be expended under this IDIQ. No obligation will be incurred by VA under this IDIQ, until authorizations are issued for nursing home care of specific beneficiaries. VA agrees to make payment on a timely basis for services rendered in accordance with such authorizations upon receipt of proper invoices submitted by the CNH as outlined in this IDIQ. VA will make payment for the day a Veteran enters the CNH but not the day the Veteran leaves a CNH unless entrance and departure are on the same day, then payment will be made for one (1) day.

**25. VA Payments.** Payments made by VA under any contract pursuant to this IDIQ, constitute the total cost of nursing home care. No additional charges will be billed to Medicare (with the exception of hospice), Medicaid, or private insurance, the beneficiary or his/her family, either by the CNH or any third party furnishing services or supplies required for such care, unless and until specific prior authorization is obtained from the VA facility authorizing placement. The Veteran, family and any other entitlement programs (e.g., Medicare, Medicaid, etc.) will not be billed for uncovered services or costs during the VA contract period. This constitutes double-billing and Federal fraud. Should Veteran / family

choose to have a service not authorized by VA, i.e. private room when double room available or therapy when VA has reviewed and deemed not medically indicated, the CNH will first contact VA to insure the service is not covered by VA, then make arrangements with Veteran / family for private pay.

- a) Vendors who bill electronically using the HIPAA-compliant claims transactions must submit claims through the VA clearinghouse, Emdeon, using payer ID number 12115 for medical claims.
- b) Vendors who are not able to use the HIPAA-compliant transactions are not required to do so. Supporting information for monthly invoices will be mailed to:

*Non-VA Payment (routing# 17A-2)*  
*MPLS VA Health Care System*  
*1 Veterans Dr.*  
*Mpls, MN 55417*

The contractor, their personnel, and their subcontractors shall be subject to the Federal laws, regulations, standards, and VA Directives and Handbooks regarding information and information system security as delineated in this contract.

**END PERFORMANCE WORK STATEMENT**

### **B.3 SCHEDULE OF ITEMS - MEDICARE**

1. **Rate Determination:** The VA is seeking preferred rates, based on patient care need. VA rates are an all inclusive per diem rate. Items generally included or excluded in the per diem rate are listed in Table A, although some variances may apply in coverage. The per diem rate(s) will apply throughout the term of this Indefinite Quantity Contract (IDIQ). While the VA uses Medicare or State Medicaid rates as a reference, VA rates are independent of those payment systems and governed by the terms of this IDIQ. The per diem rate utilizes the **Medicare** RAI/MDS assessment and RUGS score as the reference for rates. Assessment schedules identical to **Medicare** will be used; in addition, the VA reserves the right to request a resident re-assessment at any time during the coverage period.

2. **Rate Adjustments:** Rate adjustments are made in accordance with the proper State agency regulatory standard and in accordance with the IDIQ as mutually agreed upon by both parties. Rate adjustments are not effective until the IDIQ modification is signed by both the Contractor and the VA Contracting Officer. The effective date of the rate adjustment will be the actual "Effective Date" as indicated on the IDIQ or the modification.

**Table A**

SERVICE	COVERED BY PER-DIEM	NOT COVERED BY PER DIEM	NOTES
Room and Board	X		
Routine nursing care	X		
Physical Therapy	X		Pre-approval required (Paragraph 3) of this Schedule of Items
Occupational Therapy	X		Pre-approval required (Paragraph 3) of this Schedule of Items
Speech Therapy	X		Pre-approval required (Paragraph 3) of this Schedule of Items
Respiratory Therapy	X		
Oxygen Therapy	X		
Provider visits (MD/NP)	1 per month		Pre-approval required for additional visits
Routine Podiatry Care	X		
Nursing supplies	X		

Medications	X		Paragraph 4 of this Schedule of Items
Durable medical Equipment		X	Can be obtained through VA
Radiology Studies	X		
Lab Tests	X		
Specialized beds		X	Pre-approval and special authorization required of this Schedule of Items
Hospice Care		X	Veterans may be eligible for additional hospice program services, but must be separately authorized by VA.
Dialysis		X	Pre-approval and special authorization required of this Schedule of Items
Transportation		X	Pre-approval and special authorization required of this Schedule of Items
UC/ER visits		X	Refer to Performance Work Statement (PWS) sections 9 and 16(a)
Hospitalizations		X	Refer to Performance Work Statement (PWS) section 16(a)
Psychology Services		X	Pre-approval and special authorization required of this Schedule of Items
Social Services	X		
Therapeutic Recreational services	X		
Pastoral Care	X		
Laundry/Linen service	X		
TPN/IV Therapy		X	Pre-approval and special authorization required of this Schedule of Items
Dental Care		X	Pre-approval and special authorization required of this Schedule of Items
Audiology Care		X	Pre-approval and special authorization required of this Schedule of Items
Eye Care		X	Pre-approval and special authorization required of this Schedule of Items

Custom Prosthetics		X	Pre-approval and special authorization required of this Schedule of Items
Specialized Wound Care		X	Pre-approval and special authorization required of this Schedule of Items
Private Room	X		See Paragraph 5 of this Schedule of Items
Ventilator Care	X		See Paragraph 6 of this Schedule of Items

3. **Rehabilitation Therapy:** Any type of rehabilitation therapy (physical therapy, occupational therapy, speech therapy, etc) requires the pre-approval of the VA before the initiation of therapy.

4. **Medications:** All Medications administered to VA-contracted Veterans residing in a CNH will be charged according to Average Warehouse Price (AWP) or the State Medicaid rate or Pharmacy bill, whichever is less. Medication costs up to 8.5% of billed care are included in the RUG rate pricing. Medication costs which exceed 8.5% of the monthly per diem will be billed as a separate line item in addition to the applicable RUG rate(s). All calculations will be made on a monthly basis. When a patient's medication costs are determined to be in excess of the 8.5%, the VA must be promptly alerted to establish an appropriate course of action. This course of action may include the VA providing medication(s) to the CNH for the contracted Veteran or requiring an acceptable alternative medication be substituted. If for any reason the VA provides patient medications, the rate of reimbursement will be decreased by an agreed upon amount. The VA also reserves the right to deny payment for medication, which at its sole discretion, is determined by the VA to be of no clinical benefit to the veteran.

5. **Private Rooms:** A private room rate for clinical concerns such as communicable diseases or infections (e.g., MRSA, VRE), or other pertinent clinical needs may be charged above the negotiated RUG rate for that facility with prior approval by the VA CNH Coordinator or designated VA staff. However, no additional private room charge will be allowed in the following circumstances: where the CNH only maintains private rooms; no double-occupancy rooms are available; and for ventilator-dependent patients with prior-negotiated rates.

6. **Ventilator Care:** Veterans requiring the use of a ventilator will only be placed in a CNH-trained and equipped for those types of specialty patients. The CNH must be inspected and approved by the VA prior to any placements in the ventilator-designated room. Rates for ventilator care will be detailed in the rate table and will be an all-inclusive per diem rate (including ventilator and supplies).

7. **Specialized Prosthetics Equipment (e.g., special bed and/or bariatric equipment):** Veterans may be eligible for specialized equipment when clinically indicated. Pre-approval required by VA.

8. **Minimum and Maximum Amounts for this IDIQ.** An administrative fee of \$50.00 will be obligated at the time of contract award. The maximum amount for this IDIQ shall not exceed \$10 million dollars.

9. **Economic Price Adjustment.** Medicare pricing changes by law annually, and rate modifications are accomplished under the contract by bilateral modification.



## SECTION C - CONTRACT CLAUSES

<u>FAR Number</u>	<u>Title</u>	<u>Date</u>
52.212-4	CONTRACT TERMS AND CONDITIONS—COMMERCIAL ITEMS	JAN 2017
52.203-17	CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS	APR 2014
52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER	MAY 2011

### 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 the effective date of the contract through the end of the effective period.

(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 \$50.00, 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 \$10 million dollars;
- (2) Any order for a combination of items in excess of \$10 million dollars; 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 30 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.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 the end of the contract period.

(End of Clause)

<u>FAR Number</u>	<u>Title</u>	<u>Date</u>
52.216-27	SINGLE OR MULTIPLE AWARDS	OCT 1995

### 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 15 days.

(End of Clause)

<u>FAR Number</u>	<u>Title</u>	<u>Date</u>
52.224-1	PRIVACY ACT NOTIFICATION	APR 1984
52.224-2	PRIVACY ACT	APR 1984
52.232-40	PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS	DEC 2013

## **C.5 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.6 VAAR 852.216-71 ECONOMIC PRICE ADJUSTMENT OF CONTRACT PRICE(S) BASED ON A PRICE INDEX (MAR 2018)**

**(a)** To the extent that contract cost increases are provided for by this economic price adjustment clause, the Contractor warrants that the prices in this 5-year contract do not include any amount to protect against such contingent cost increases.

**(b)** The Base and Adjusting Indexes, for the purpose of price adjustment under this clause, shall be from the Centers for Medicare & Medicaid Services under the Department of Health and Human Services final rule, or any corrections, published in the Federal Register and on the CMS website: <http://www.cms.gov/Medicare/Medicare-Fee-for-Service-Payment/SNFPPS/WageIndex.html> annually for an effective date of October 1<sup>st</sup>.

(1) The Base Index, for the purposes of price adjustment under this clause, shall be the most recent Index published prior to the date for receipt of offers, or the due date for receipt of best and final offers if discussions were held whichever is later.

(2) The Adjusting Index shall be the most recent Index published prior to the date of contract adjustment, as specified in paragraph (d).

**(c)** The percentage difference between the Base Index and the Adjusting Index, rounded to the nearest .01 percent (e.g., 4.57%), will be used in calculating all adjustments to the following line items: See Medicare Resource Utilization Group (RUG) for the Medicare Base Rate for each of the items specified in the RUG pricing schedule. The prices for these line items will be multiplied by the percentage increase or decrease and the resulting amount will be added to or deducted from the original line item price for that contract period (e.g., Base Year) to arrive at the new contract price for those line items from the effective date of the adjustment to the beginning of the next contract adjustment period, rounded to the same number of decimal points as the prices originally bid.

**(d)** The date of contract adjustment shall be the new Fiscal Year beginning October 1<sup>st</sup>. The Contracting Officer shall retain a copy of the Base Index in the contract file and, on each date of adjustment specified in this paragraph (d), shall obtain a copy of the Adjusting Index. The Contracting Officer shall calculate the adjustment due and shall by October 1 issue a modification to the contract adjusting the Medicare RUG rates as specified in paragraph (c). The adjusted Medicare RUG rates shall be effective for all services provided after the date of contract adjustment as specified in this paragraph (d) until the beginning of the next contract adjustment period. If the Contracting Officer fails to act, the Contractor shall request in writing a contract adjustment and any subsequent adjustment shall be retroactive to the applicable date of contract adjustment specified in this paragraph (d). The Contractor's entitlement to Medicare RUG rates increases for a prior contract period is waived unless the Contractor's written request for an adjustment under this clause is received by the Contracting Officer no later than 30 days after the October 1<sup>st</sup> effective date. The Government's right to contract decreases for prior contract periods is waived unless the Contracting Officer processes a contract modification no later than 30 days following the Fiscal Year for changes applicable to that Fiscal Year.

(e) An example of an adjustment calculation is provided herein for informational purposes only.

(1) The original contract price or line item prices for that contract term (e.g., base year) shall be used for all calculations during that particular contract term and new calculations shall be made for each and every contract adjustment period specified in paragraph (d) during that contract term.

(2) For purposes of this example, the contract prices for the line items as specified in paragraph (c) will be adjusted by the percentage calculated as follows:

Adjusting Index for the current period	196.6
Minus the Base Index	-188.0
Equals the Index Point Change	8.6
Index Point Change Divided by the Base Index	.0457*
Result Multiplied by 100 Equals the Percentage Change (The Index Point Change Percentage)	4.57%

\*This figure shall be rounded to the fourth decimal place. When the fifth decimal is 1 to 4, the figure shall be rounded down, 5 to 9, rounded up.

(3) For a line item with an original bid price of \$25.00 and a 4.57 percent Index Point Change increase as of the first contract adjustment period, as shown above, the calculations for a new contract price for the first contract adjustment period would be as follows:  $\$25.00 \times .0457 = \$1.14$ ,  $\$25 + \$1.14 = \$26.14^{**}$ . The new contract price for this line item from the beginning of that first contract adjustment period until the start of the next contract adjustment period would be \$26.14 and the Contracting Officer would issue a contract modification reflecting this price change.

\*\*The unit price adjustment shall be rounded up or down, as in paragraph (e)(1) above, to match the number of decimal places in the original bid.

(4) If the Adjusting Index went down for the second adjustment period, reflecting only a 3 percent Index Point Change increase over the Base Index, the new price for this sample line item would be reduced for the second contract adjustment period from \$26.14 to \$25.75 as follows:  $\$25 \times .03 = \$0.75$ ,  $\$25 + \$0.75 = \$25.75$ . Note that the calculations for the second contract adjustment period are based on the original contract price for that contract term of \$25.00. The contract price for this line item is modified to reflect this new price for the second contract adjustment period.

(5) At the start of the first option year and each subsequent option year period (as well as for each contract adjustment period specified in paragraph (d) during that option year, if different), the Contracting Officer shall recalculate the contract or unit prices for that first option year based on any changes between the Adjusting Index and the Base Index, from the original contract award date to the start of the first option period, and based on the Contractor's new option year prices. Assume the Contractor's bid price for the first option year for the above sample line item was \$25.50 and the calculations shown in paragraph (e)(1) above at the start of the first option period reflected a 6 percent Index Point Change. The new contract price for this sample line item at the start of the first option period would be calculated as follows:  $\$25.50 \times .06 = \$1.53$ ,  $\$25.50 + \$1.53 = \$27.03$ . The Contracting Officer would process a contract modification reflecting a revised contract price of \$27.03 for the first contract adjustment period in the first option year.

(f) Medicare RUG rates adjustments pursuant to this clause, shall be documented by a contract modification issued by the Contracting Officer, to show the Base Index (see paragraph (b)(1)), the Adjusting Index, the adjusted contract Medicare RUG price sheet (see paragraph (c)), which contains the result of the mathematical calculations used to arrive at the adjusted contract prices, and the effective date of the adjustment (see paragraph (d)).

(g) By the start of each Fiscal Year, the Contracting Officer shall process a contract modification adjusting the Medicare RUG rates by the then current Index Point Change percentage from CMS, if any, reflecting the new adjusted Medicare RUG rates for that contract adjustment in that Fiscal Year.

(h) In the event that the Centers for Medicare & Medicaid Services discontinues publishing, or alters substantially, its method of calculating the Medicare RUG rates as cited herein, the parties shall mutually agree upon an appropriate substitute for determining the price adjustment described herein. If the Contracting Officer determines that the Index consistently and substantially fails to reflect market conditions, the Contracting Officer may modify the contract to specify the use of an appropriate substitute index, effective on the date the Index specified herein begins to consistently and substantially fail to reflect market conditions.

(i) Any dispute arising under this clause shall be resolved subject to the “Disputes” clause of the contract.

(End of clause)

<u>FAR</u> <u>Number</u>	<u>Title</u>	<u>Date</u>
52.203-14	DISPLAY OF HOTLINE POSTER(S)	OCT 2015

## **C.7 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:

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/invoice.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.8 VAAR 852.237-7 INDEMNIFICATION AND MEDICAL LIABILITY INSURANCE (JAN 2008)**

(a) It is expressly agreed and understood that this is a non- personal services contract, as defined in Federal Acquisition Regulation (FAR) 37.101, under which the professional services rendered by the Contractor or its health-care providers are rendered in its capacity as an independent contractor. The Government may evaluate the quality of professional and administrative services provided but retains no control over professional aspects of the services rendered, including by example, the Contractor's or its health-care providers' professional medical judgment, diagnosis, or specific medical treatments. The Contractor and its health-care providers shall be liable for their liability-producing acts or omissions. The Contractor shall maintain or require all health-care providers performing under this contract to maintain, during the term of this contract, professional liability insurance issued by a responsible insurance carrier of not less than the following amount(s) per specialty per occurrence: \*\_\_\_\_\_. However, if the Contractor is an entity or a subdivision of a State that either provides for self-insurance or limits the liability or the amount of insurance purchased by State entities, then the insurance requirement of this contract shall be fulfilled by incorporating the provisions of the applicable State law.

\* Amounts are listed below:

(b) An apparently successful offeror, upon request of the Contracting Officer, shall, prior to contract award, furnish evidence of the insurability of the offeror and/or of all health- care providers who will perform under this contract. The submission shall provide evidence of insurability concerning the medical

liability insurance required by paragraph (a) of this clause or the provisions of State law as to self-insurance, or limitations on liability or insurance.

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

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

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

\* Amounts from paragraph (a) above:

\$1 million dollars per occurrence; \$3 million dollars in the aggregate

(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 various states within VISN 23 to be determined at award. 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)

## **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, Non-displacement 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).

<u>Employee Class</u>	<u>Monetary Wage-Fringe Benefits</u>
07130 Kitchen Helper (Food Service Worker)	<b>\$16.51</b>
Laundry Worker	<b>\$16.30</b>
11122 Maid/Porter (Housekeeping Aid)	<b>\$16.51</b>
12220 Nursing Aide/Orderly (Nursing Assistant)	<b>\$17.00</b>

<b>For Information Only</b>	<b>Not a Wage Determination</b>
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(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 (1) 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.11 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

### D.1 QUALITY ASSURANCE SURVEILLANCE PLAN - MEDICARE

Nursing Home Care Services

#### 1. PURPOSE

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

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

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

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

#### 2. GOVERNMENT ROLES AND RESPONSIBILITIES

The following personnel shall oversee and coordinate surveillance activities.

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

- Assigned Contracting Officer: TBD
- Assigned Contract Specialist: TDB
- Organization or Agency: U.S. Department of Veterans Affairs

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

- Assigned COR(S): TBD

**c. Other Key Government Personnel** - *[As Assigned]*

### 3. CONTRACTOR REPRESENTATIVES

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

- a. Program Manager – As assigned by facility
- b. Other Contractor Personnel - As assigned by facility

### 4. PERFORMANCE STANDARDS

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

No.	Paragraph in PWS	Indicator/Performance Standard	Standard for Quality Level	Method of Surveillance <sup>1</sup>
1	(C)(11)	Nursing Home shall provide VA with copies of all State / Federal licensures, certifications, and investigations reports when requested.	100%	Annual Review
2	(C)(12)	The Contractor shall cooperate in developing plans of corrective action according to outlined criteria in the Performance Work Statement.	100%	Periodic Reviews and spot checks
3	(C)(17)	Notice of all reportable events on VA contract veterans and all facility sentinel events within 24 hours or immediately the first business day after a weekend or holiday.	100%	Periodic reviews

<sup>1</sup> See "Methods of Surveillance," Section 6 of this QASP, for additional methods of monitoring performance.



4	(C)(19)	All medical records concerning the veteran's care in the nursing home a) will be readily accessible to VA, and b) within acceptable standards and practice.	100%	Periodic Reviews and spot checks
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## 5. RATING STANDARDS

Ratings shall be based on exceeding, meeting, or not meeting performance standards.

## 6. METHODS OF QA SURVEILLANCE

Various methods may be used to monitor performance:

- a. DIRECT OBSERVATION
- b. PERIODIC INSPECTION
- c. VA CNH TEAM REVIEW OF STATE/FEDERAL SUMMARY REPORT AND RELATED DOCUMENTS.
- d. VALIDATED USER/CUSTOMER COMPLAINTS
- e. INSPECTION
- f. PERIODIC SAMPLING
- g. RANDOM SAMPLING
- h. PROGRESS OR STATUS MEETINGS
- i. ANALYSIS OF CONTRACTOR'S PROGRESS REPORTS

## 7. RATINGS

Metrics and methods are designed to determine if performance exceeds, meets, or does not meet a given standard and acceptable quality level. A rating scale shall be used to determine a positive, neutral, or negative outcome. Quality Oversight includes monthly monitoring by CNH Staff and Annual CNH Team Quality of Care Review.

*See above Acceptable Quality Level & Method of Surveillance located in QASP*

## 8. DOCUMENTING PERFORMANCE

### a. ACCEPTABLE PERFORMANCE

The Government shall document positive OR NEGATIVE performance using the current version of the "Exclusionary Review Form for VA Community Nursing Home (CNH). Any report may become a part of the supporting documentation for any contractual action.

### b. UNACCEPTABLE PERFORMANCE

When unacceptable performance occurs, the COR shall work with the contractor. This will normally be in writing unless circumstances necessitate verbal communication. In any case, the COR shall document the discussion and place it in the COR file. In order to assure that the contractor receives impartial, fair, and equitable treatment under this contract, the COR will work with the contractor to increase performance to an acceptable level.

## 9. FREQUENCY OF MEASUREMENT

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

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Signature - **Contractor**

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Signature – **Contracting Officer Representative**

**D. 2 WAGE DETERMINATION**

REGISTER OF WAGE DETERMINATIONS UNDER | U.S. DEPARTMENT OF LABOR  
 THE SERVICE CONTRACT ACT | EMPLOYMENT STANDARDS  
 ADMINISTRATION

By direction of the Secretary of Labor

WAGE AND HOUR DIVISION  
 WASHINGTON D.C. 20210

Daniel W. Simms      Division of  
 Director              Wage Determinations

Wage Determination No.: 1973-0126  
 Revision No.: 59  
 Date Of Last Revision: 01/10/2018

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Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.35 for calendar year 2018 applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.35 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2018. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts)

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States: Illinois, Indiana, Iowa, Kansas, Michigan, Minnesota, Missouri, Nebraska, North Dakota, Ohio, South Dakota, Wisconsin

Area: Iowa Statewide

Illinois Statewide

Indiana Statewide

Kansas Statewide

Michigan Statewide

Minnesota Statewide

Missouri Statewide

North Dakota Statewide

Nebraska Statewide

Ohio Statewide

South Dakota Statewide

Wisconsin Statewide

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\*\*Fringe Benefits Required Follow the Occupational Listing\*\*

Employed on contract for Nursing Home services.

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
(not set) - Kitchen Helper		7.25
(not set) - Laundry Worker		7.25
(not set) - Maid/Porter		7.25
(not set) - Nursing Aide/Orderly		7.25

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors, applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is the victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

**ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:**

**HEALTH & WELFARE:** \$4.41 per hour or \$176.40 per week or \$764.40 per month

**HEALTH & WELFARE EO 13706:** \$4.13 per hour, or \$165.20 per week, or \$715.87 per month\*

\*This rate is to be used only when compensating employees for performance on an SCA-covered contract also covered by EO 13706, Establishing Paid Sick Leave for Federal Contractors. A contractor may not receive credit toward its SCA obligations for any paid sick leave provided pursuant to EO 13706.

**VACATION:** 1 week paid vacation after 1 year of service with a contractor or successor; and 2 weeks after 2 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173).

**HOLIDAYS:** A minimum of seven paid holidays per year: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Day after Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

**\*\* UNIFORM ALLOWANCE \*\***

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

## REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE

Standard Form 1444 (SF-1444)

### Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined (See 29 CFR 4.6(b)(2)(i)). Such conforming procedure shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees (See 29 CFR 4.6(b)(2)(ii)). The Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be retroactive to the commencement date of the contract (See 29 CFR 4.6(b)(2)(iv)(C)(vi)). When multiple wage determinations are included in a contract, a separate SF-1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, U.S. Department of Labor, for review (See 29 CFR 4.6(b)(2)(ii)).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.

- 5) The contracting officer transmits the Wage and Hour decision to the contractor.
- 6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF-1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to ensure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination.

Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.

**\*\* OCCUPATIONS NOT INCLUDED IN THE SCA DIRECTORY OF OCCUPATIONS \*\***

**Kitchen Helper**

Performs one or more of the following unskilled kitchen duties: Cleans worktables, meat blocks, refrigerator, and grease trays; sweeps, mops kitchen floors; obtains and distributes supplies and utensils; and watches and stirs cooking foods to prevent burning. Carries dirty utensils to be washed and returns cleaned utensils and polished silver to proper place in kitchen. Cleans pots and kitchen utensils. Washes dishes by hand or machine. Carries out garbage. Delivers food trays to patients on resident floor and collects dirty dishes from trays. Assists in setting up trays. Dishes up food. Cuts, peels, and washes fruits and vegetables. Makes toast and beverages.

**Laundry Worker**

Performs one or a combination of the nonsupervisory duties required to operate the establishment's laundry facilities. Examples of such duties are: Operating washing or dry-cleaning machines; pressing garment or flat-work by hand or machine; operating an extractor to remove moisture from material; and marking and sorting garments of flat-work.

**Maid/Porter**

Cleans and services establishment premises. Performs one or more of the following duties: Cleans, mops, and waxes floors. Dusts furniture and equipment. Cleans window sills, empties trash baskets, and arranges furniture and equipment in an orderly fashion. Scours and polishes, bathtubs, sinks, mirrors, and similar equipment, replenishing supplies of soap and towels. Polishes brass and cleans and polishes glass panels in doors and partitions. Keeps utility storage rooms in good order by cleaning lockers and equipment, arranging supplies, and sweeping and mopping floors. Performs a variety of related duties.

**Nursing Aide/Orderly**

Performs routine duties in the care of patients (or residents) usually under the supervision of a registered or practical nurse. Duties involve most of the following: Bathing bed patients or assisting them in bathing; caring for patient's hair and nails; feeding or assisting patients in eating and bringing patients between-meal nourishment; assisting patients with bedpans and urinals; keeping records of patients' food intake and output as directed; assisting patients in dressing and undressing; assisting patients in walking and transporting patients by wheelchair and stretcher; and cleaning and sterilizing instruments and equipment. May clean rooms, make occupied or unoccupied beds, and take and record temperature, pulse, and respiration rate.

See attached document: Technical Capability Checklist - Medicare 02.

See attached document: S02 RUGs IV Descriptions.

See attached document: S02 MEDICARE PRICING SCHEDULE - FINAL 02.

## 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](http://www.sam.gov) for unique entity identifier establishment directly to obtain one. The Offeror should indicate that it is an offeror for a Government contract when contacting the entity designated at [www.sam.gov](http://www.sam.gov) for establishing the unique entity identifier.

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

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

(1) The agency's evaluation of the significant weak or deficient factors in the debriefed offeror's offer.

(2) The overall evaluated cost or price and technical rating of the successful and the debriefed offeror and past performance information on the debriefed offeror.

(3) The overall ranking of all offerors, when any ranking was developed by the agency during source selection.

(4) A summary of the rationale for award;

(5) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.

(6) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

(End of Provision)

## Instructions to Offerors – MEDICARE for VISN 23

This is an open and continuous solicitation (request for proposals (RFP)) for nursing homes conducted by VISN 23 of the U.S. Department of Veterans Affairs. VISN 23 consists of eight (8) medical centers: VA Black Hills Health Care System (Fort Meade and Hot Springs), South Dakota; Fargo VA Health Care System, North Dakota; St. Cloud VA Health Care System, Minnesota; Minneapolis VA Health Care System, Minnesota; Iowa City VA Health Care System, Iowa; VA Central Iowa Health Care System, Des Moines, Iowa; Sioux Falls VA Health Care System, South Dakota; and VA Nebraska-Western Iowa Health Care System, Omaha, Nebraska. Their addresses are listed at the bottom of these instructions.

The solicitation shall remain open for a continuous period of approximately one (1) year. Offerors may submit proposals throughout the time period specified on the SF 1449, but are encouraged to e-mail the contract specialist assigned to the specific medical center Community Nursing Home Program (CNH) before applying to ensure that the need still exists in the county in which the nursing home is located. Evaluations of proposals will be conducted periodically as the need arises.

VA seeks to award multiple Indefinite Delivery Indefinite Quantity (IDIQs) contracts for the counties identified in the grid titled “CITY/COUNTY SOLICITATION LIST” below. Interested Community Nursing Homes should review FAR 52.212-2 of this solicitation for instructions on how to initiate a request to participate and submit a proposal.

The solicitation is being issued as an unrestricted RFP by VISN 23 under regulatory and statutory authority FAR 6.101 and 38 U.S.C. §1720. The Government anticipates entering into acquisition negotiations and award of multiple (IDIQs) for the placement of eligible veterans into regional (community) nursing home services in the following locations:

<b>CITY/COUNTY SOLICITATION LIST</b>			
<b>VA Medical Site: MINNEAPOLIS, MN</b>			
<b>City</b>	<b>County</b>	<b>State</b>	<b>No. of Requirements</b>
	Carlton	MN	1
	Chisago	MN	1
	Lake	MN	1
	Dakota	MN	2
	St. Louis (20 miles near Duluth)	MN	2
	Olmstead	MN	2
	Ramsey	MN	2
	Hennepin	MN	3
	Washington	MN	1
	Winona	MN	1
	Goodhue	MN	1

VA Med Site:	OMAHA (NWI)	NE	
City	County	State	No. of Requirements
	Douglas	NE	1
	Sarpy	NE	1
	Cass	NE	1
	Hall	NE	1
	Pottawattamie	IA	1
VA Med Site:	ST. CLOUD	MN	
City	County	State	No. of Requirements
	Mille Lacs	MN	1

VISN 23 anticipates awarding multiple (IDIQs) (which may be at least one IDIQ for each county identified in the grid above) to responsive and responsible offeror(s) whose offer(s) conform(s) to the solicitation and will be most advantageous to the Government per Federal Acquisition Regulation (FAR) Part 15.305 for a potential 5-year period. The Government reserves the right not to award an IDIQ to all qualified offerors based on changing needs.

Individual non-award notifications will not be published. The VA will publish an electronically-consolidated notification via a Federal Business Opportunities Award Notice of all successful IDIQ awards at [www.fbo.gov](http://www.fbo.gov).

*One (1) electronic copy of each document **must** be submitted by e-mail to the appropriate VA contract specialist*

The documents that must be submitted to the contract specialist for the specific medical center follow:

1. Signed and completed SF1449 (this is the cover page form to the solicitation).
2. Completed representations and certifications in section E from in the solicitation or email notice from the System for Award Management (SAM) of completed registration.
3. Signed and completed Technical Capability Checklist (the technical capability proposal).
4. Proposed rates with discount and/or add-on percentage (price proposal) on the appropriate State pricing schedule.
5. Most recent State inspection and any current State Ombudsman reports (past performance proposal).
6. Current nursing home license
7. Current insurance certificate.

**The U.S. mail address is:**

Department of Veterans Affairs  
Network 23 Contracting Office (NCO 23)  
Warren E. Burger Federal Building and U.S. Courthouse  
Attn: [*specific Medical Center*] Contract Specialist  
316 North Robert Street, Suite 506  
St. Paul, MN 55101

Questions: Direct Dial Phone – 651-293-3030, Rosemary Malchow, [rosemary.malchow@va.gov](mailto:rosemary.malchow@va.gov)

Each of the seven (7) documents should be a separate attachment in your e-mail. Offerors are responsible for contacting the contract specialist to acknowledge receipt of proposals.

Offerors are required to meet all solicitation requirements, terms and conditions, representations and certifications and acknowledge receipt of all amendments to the solicitation. Failure to meet a requirement may result in an offer being ineligible for award and being considered non-responsive. All questions of substance regarding this solicitation must be in writing and may be sent by e-mail or mail as above.

You are reminded that representatives from your company **SHALL NOT** contact any VA personnel to discuss this RFP during this solicitation process. **All questions and concerns regarding this solicitation shall be directed to the contract specialist.**

All offerors must be registered and complete all entries in the System for Award Management (SAM) in order to be considered for award. Potential vendors may register at the following web site:

<https://www.sam.gov/portal/public/SAM/>

Proposals must be received on/or before the date and time as shown in Block 8 of the SF 1449 to be considered for award.

Offerors shall remain open for a minimum acceptance period of **180** days from when they submitted a proposal.

Award will be made to the lowest price technically acceptable (LPTA) which is a form of best value decision. The offeror's initial proposal should contain the offeror's best terms from a price and technical standpoint. Offerors are cautioned to submit sufficient information and in the format specified in the proposal instructions.

Communications conducted to resolve minor or clerical errors would not constitute discussions and the Contracting Officer reserves the right to award a contract without the opportunity for proposal revisions.

## VISN 23 VA Medical Centers

1. **VA Black Hills Health Care System:**
  - Fort Meade Campus**  
113 Comanche Road  
Fort Meade, SD 57741
  - Hot Springs Campus**  
500 North 5th Street  
Hot Springs, SD 57747
2. **Fargo VA Health Care System**  
2101 North Elm Street  
Fargo, ND 58102
3. **St. Cloud VA Health Care System**  
4801 Veterans Drive  
St. Cloud, MN 56303
4. **Minneapolis VA Health Care System**  
One Veterans Drive  
Minneapolis, MN 55415
5. **Iowa City VA Health Care System**  
601 Highway 6 West  
Iowa City, IA 52246
6. **VA Central Iowa Health Care System**  
3600 30th Street  
Des Moines, IA 50310
7. **Sioux Falls VA Health Care System**  
2501 W. 22nd Street  
Sioux Falls, SD 57105
8. **VA Nebraska-Western Iowa Health Care System**  
4101 Woolworth Avenue  
Omaha, NE 68105

## **E.2 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.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 Address:**

Department of Veterans Affairs  
NCO 23 - Minneapolis  
Attention: Arlene Jorgensen Hillestad  
708 S. Third St., Suite 200E  
Minneapolis MN 55415

### **Mailing Address:**

Department of Veterans Affairs  
NCO 23 - Minneapolis  
Attention: Arlene Jorgensen Hillestad  
708 S. Third St., Suite 200E  
Minneapolis MN 55415

(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 852.233-71 ALTERNATE PROTEST PROCEDURE (JAN 1998)**

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

(End of Provision)



## **E.5 VAAR 852.270-1 REPRESENTATIVES OF CONTRACTING OFFICERS (JAN 2008)**

The contracting officer reserves the right to designate representatives to act for him/her in furnishing technical guidance and advice or generally monitor the work to be performed under this contract. Such designation will be in writing and will define the scope and limitation of the designee's authority. A copy of the designation shall be furnished to the contractor.

(End of Provision)

## **E.6 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)

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

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

*See evaluation criteria below.*

Technical and past performance, when combined, are more important than price.

(b) *Options.* "The Government will evaluate offers for award purposes by adding the total price for all ordering periods and FAR 52.217-8, Option to Extend Services, which applies to this solicitation. Evaluation of FAR 52.217-8 will be accomplished by using the prices offered for the last ordering period to determine the prices for a 6-month option period."

(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)

## EVALUATION CRITERIA

### A FAR 15.101 BEST VALUE CONTINUUM SOURCE SELECTION METHODOLOGY

This criteria will not be made part of any subsequent award.

This is a competitive Request for Proposals (RFP) for multiple awards that follows combined source selection methodologies using the best value continuum for a best value source selection process which is conducted under FAR Part 12 and Part 15. Offerors will be evaluated as either passing or failing the technical capability and past performance requirements in these evaluation factors. If offerors pass the technical capability and past performance requirements, pursuant to VHA Community Nursing Home

Oversight Procedures Handbook 1143.2, a site inspection will be conducted by VA at the offeror's facility (nursing home). If the offeror passes the inspection, a price negotiation will ensue for *discount* percentages to *Medicare* or *add-on* percentages to *Medicaid*. If *discount/add-on* percentages are determined to be reasonable, a contract will be awarded.

#### A. Technical Capability – Technical capability to meet the Government's requirements:

**1) Regulatory and Compliance.** Nursing home facility will meet all Federal and State regulatory requirements and industry practices, as applicable, and be in compliance with such regulations and standards.

- a. Facility is in compliance with most recent standards of Life Safety Standards – National Fire Protection Association Standard and applicable Federal, State and local regulations.
- b. Facility must be 100% sprinkled and can demonstrate evidence of this fact upon request.
- c. Facility has current Center for Medicare and Medicaid Services (CMS) certification (Medicare and/or Medicaid) and State license.
- d. Facility has Medical Liability Insurance/Professional Liability Insurance at the minimum level as required by the State and VAAR 852.237-7, Indemnification and Medical Liability.
- e. Facility meets **three (3) or less** of the seven (7) "VHA Exclusionary Criteria" related to VA quality of care standards as outlined in the latest VHA GEC Program Guidance as evidenced by the latest CMS survey.

**\*Note:** For the following state averages, see the Nursing Home Compare website:

<http://www.medicare.gov/NHCompare/Include/DataSection/Questions/ProximitySearch.asp?bhcp=1>

**\*\*Note:** For facilities meeting four (4) or more of the exclusionary criteria, VISN 23 has established a waiver review process for facilities in geographic/rural areas with scarce resources or needed specialized services.

Following are the VHA Quality of Care Exclusionary Criteria:

- i. **Deficiencies – Scope & Severity: Program Requirement:** OSCAR Level G – L equals Nursing Home Compare score of 3 or higher; **Standard:** CNH fails this criterion when there are three level “G” or worse deficiencies in the current survey; reference **CMS Nursing Home Compare**.
- ii. **Health Requirement Deficiencies: Standard:** CNH fails this criterion when total number of health requirement deficiencies are greater than twice the State average in current survey, reference **CMS Nursing Home Compare website**.
- iii. **Staff Treatment of Residents & Facility Licensure: Program Requirement Rating E-L or higher: Standard:** CNH fails this criterion when OSCAR Level E – L or Nursing Home Compare score of 2 or higher is found in any following measures: Restraints (Federal Tag, F221 or F222); Abuse – F223; Staff Treatment of Patients (includes background check) – F225 or F226; Dignity – F241; or, Licensure – F491; reference **CMS Nursing Home Compare**.
- iv. **RN Hours Standard:** CNH fails this criterion when RN hours/patient day are below the State average (in general, these calculations are based on total corresponding staff hours / per number of residents / in a 24-hour period); reference **Nursing Home Compare website**.
- v. **Total Nursing Staff: Standard:** CNH fails this criterion when hours/patient day are below the state average (in general, these calculations are based on total corresponding staff hours / per number of residents / in a 24-hour period); reference **Nursing Home Compare website**.
- vi. **Staffing Deficiencies: Standard:** CNH fails this criterion when OSCAR level E – L or Nursing Home Compare score of 2 or higher is found in any of the following measures: Nursing Services – F353; Nursing Aide Training – F494 or F495 or  
F496; Regular In-Service Training – F497; Proficiency of Nursing Aides – F498; or Staff Qualifications – F499; reference **CMS Nursing Home Compare**.
- vii. **Quality Measures: Standard:** CNH fails this criterion when Six (6) or more of the CMS Quality Measures listed in Nursing Home Compare **do not, at least meet the state average**; reference **CMS Nursing Home Compare**.

**2. Quality Control.** Facility must demonstrate its latest plan of correction, if applicable, and it is approved by the state for any deficiencies.

a) Facility can show upon request evidence that its latest plan of correction, if applicable, is approved by the state for any pending deficiencies.

**3. Management Approach.** Nursing home will demonstrate timely access to care and resources.

a) Facility has bed capacity to ensure the ability to take referrals when requested (i.e. Long-Term Care referrals).

b) Facility is able to accept VA referrals in a timely fashion: long term and short term. (The VA standard is to accept referrals within 24 hours of request).

**B. Past Performance Evaluation.** Past performance is one indicator of an offeror's ability to perform the Indefinite Delivery Indefinite Quantity Contract (IDC) successfully. Past performance shall consist of:

a) If incumbent currently is a VA-contracted facility, the previous performance under the VA contract vehicle;

b) Facility's most recent State inspection report including Statement of Deficiencies and Plan of Correction;

c) Any current State Ombudsman report that relates to the facility within the last two (2) years; and

d) VA requires nursing homes with a Medicare Star rating of at least 3 as found on the Nursing Home Compare website. Exceptions may be considered for those facilities located in geographically-isolated/rural areas/difficult to place patients/specialty units or a good reason for a waiver (i.e. lack of applicants). However, a rating of 1 by a facility will not be considered.

**C. Inspection.** If the facility is determined by evaluators to be Technically Capable and Past Performance is also acceptable, VA may then request additional information from the facility for an inspection, which will be a two-tier inspection process. The first-tier screening, which precedes an actual on-site inspection, will include review of staffing stability, specialized programs, staff development, activities/community integration and resident-centered care/cultural transformation programs. The second-tier aspect (which is the VA's on-site inspection) occurs if the first tier is passed. On-site

inspection will generally be conducted by the Lead Social Worker and Nurse Manager of the VA's Community Nursing Home Program. The purpose of the inspection is to ensure quality of care and review any questions that the VA team may have from the first-tier screening. The visit will include a walking tour of the facility to review the environment of care, interview with the Administrator, Director of Nursing and Director of Social Services, review of pertinent facility policies (including but not limited to reporting of abuse and neglect, infection control, falls protocols, medication administration, etc.) and quality improvement meeting minutes, goals, plans and outcomes. The inspection process will determine whether the facility is acceptable or unacceptable to the VA.

**D. Price Evaluation.** VA is requesting the offeror's best pricing proposal. Price proposals will be evaluated by the Contracting Officer. If the offeror has passed the technical capability, past performance review, and site inspection, a price negotiation will ensue for discount percentages to Medicare. If discounts are determined to be reasonable, a contract will be awarded. Notably, the Government may use various price analysis techniques and procedures to make a price reasonableness determination. Offers that are not technically acceptable cannot be selected regardless of price.

## **E.8 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:

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(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.

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[List as necessary]

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

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

Canadian or Israeli End Products:

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

[List as necessary]

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

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

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

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

_____	_____
_____	_____
_____	_____

[List as necessary]

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

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

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

Other End Products:

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

[List as necessary]

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

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

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

(2)  Have,  have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property;

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

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

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

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

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

(ii) *Examples.*

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

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

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

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

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

(1) *Listed end products.*

Listed End Product      Listed Countries of Origin

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

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

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

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

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

(2)  Outside the United States.

(k) *Certificates regarding exemptions from the application of the Service Contract Labor Standards.* (Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services.) [*The contracting officer is to check a box to indicate if paragraph (k)(1) or (k)(2) applies.*]

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

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

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

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

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

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

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

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



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

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

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

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

(1) *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 (1)(3) through (1)(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](mailto: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)