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SECTION B - CONTINUATION OF SF 1449 BLOCKS

B.1 CONTRACT ADMINISTRATION DATA

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

a. CONTRACTOR:

b. GOVERNMENT: Contracting Officer 36C244

Department of Veterans Affairs

Network Contracting Office 4

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

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

52.232-36, Payment by Third Party

3. INVOICES: Invoices shall be submitted in arrears:

a. Quarterly

b. Semi-Annually

c. Other monthly

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

Austin Payment Center

Department of Veterans Affairs

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

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

Performance Work Statement

1. GENERAL:

1.1. Services Provided: The Contractor shall provide the Wilkes-Barre Veterans Affairs Medical Center (WBVAMC) (Wilkes-Barre) and its satellite facilities with nursing and nursing support services of appropriately qualified candidates to perform the requirements of this CONTRACT.

1.2. Place of Performance - Contractor shall furnish services at the WBVAMC Wilkes-Barre, PA and its satellite offices located throughout the catchment area.

1.3. Policy/Handbooks- the contractor shall be subject to the following policies, including any subsequent updates during the period of performance:

1.3.1. VHA Directive 2006-041 "Veterans' Health Care Service Standards" (expired but still in effect pending revision)

https://www1.va.gov/vhapublications/ViewPublication.asp?pub_ID=1443

1.3.2. - VHA Handbook 1100.18 Reporting And Responding To State Licensing Boards -

http://www1.va.gov/vhapublications/ViewPublication.asp?pub_ID=1364

1.3.3. - VHA Handbook 1100.19 Credentialing and Privileging -

http://www.va.gov/vhapublications/ViewPublication.asp?pub_ID=2910

1.3.4. VHA Handbook 1907.01 Health Information Management and Health

Records: http://www1.va.gov/vhapublications/ViewPublication.asp?pub_ID=2791

1.3.5. - Privacy Act of 1974 (5 U.S.C. 552a) as amended

http://www.justice.gov/oip/foia_updates/Vol_XVII_4/page2.htm

1.4. Definitions/Acronyms- Terms used in this BPA shall be interpreted as follows unless the context expressly requires a different construction and/or interpretation. In case of a conflict in language between the Definitions and other sections of this contract, the language in this section shall govern.

1.4.1. ABU: American Board of Urology

1.4.2. ACGME: Accreditation Council for Graduate Medical Education

1.4.3. ACLS: Advanced Cardiac Life Support

1.4.4. AOD: Admitting Officer of the Day

1.4.5. BLS: Basic Life Support

1.4.6. BBA: Balanced Budget Act of 1977

1.4.7. BPA: Blanket Purchase Agreement

1.4.8. CCNE: Commission on Collegiate Nursing Education: www.aacn.nche.edu/accreditation

1.4.9. CDC: Centers for Disease Control and Prevention

1.4.10. CDR: Contract Discrepancy Report

1.4.11. CEU: Certified Education Unit

1.4.12. CIO: Chief Information Officer

1.4.13. CME: Continuing Medical Education

- 1.4.14. WBVAMC: Wilkes-Barre Veterans Affairs Medical Center: Unless identified with the name of a different VA medical Center, for purposes of this contract,, this term shall mean the Wilkes-Barre Medical Center.
- 1.4.15. CMP: Civil Monetary Penalty
- 1.4.16. CMS: Centers for Medicare and Medicaid Services
- 1.4.17. Contracting Officer (CO) – The person executing this contract, on behalf of the Government with the authority to enter into and administer contracts and make related determinations and findings.
- 1.4.18. Contracting Officer’s Representative (COR) – A person appointed by the CO to take necessary action to ensure the Contractor performs in accordance with and adheres to the specifications contained in the contract, and to protect the interest of the Government. The COR shall report to the CO promptly any indication of non-compliance in order that appropriate action can be taken.
- 1.4.19. Contractor: A supplier or contractor awarded a contract, to provide specific supplies or services to the government. The term used in this contract refers to the prime Contractor.
- 1.4.20. COS: Chief of Staff
- 1.4.21. CPARS: Contractor Performance Assessment Reporting System
- 1.4.22. CPR: Cardiopulmonary Resuscitation
- 1.4.23. CPRS: Computerized Patient Recordkeeping System- electronic health record system used by the VA.
- 1.4.24. Credentialing: Credentialing is the systematic process of screening and evaluating qualification and other credentials, including licensure, required education, relevant training and experience and current competence and health status.
- 1.4.25. DEA: Drug Enforcement Agency
- 1.4.26. DNR List: Do Not Return List – Individuals placed on this list may not provide services at the WBVAMC without prior authorization of the CO.
- 1.4.27. ED: Emergency Department
- 1.4.28. FAR: Federal Acquisition Regulation
- 1.4.29. FTEE: Full Time Employee Equivalent
- 1.4.30. HIPB: Health Integrity and Protection Board
- 1.4.31. FSMB: Federation of State Medical Boards
- 1.4.32. HHS: United States Department of Health and Human Services
- 1.4.33. HIPAA: Health Insurance Portability and Accountability Act
- 1.4.34. HR: Human Resources
- 1.4.35. ISO: Information Security Officer
- 1.4.36. Key Personnel: Contractor personnel that are evaluated in a source selection process and that may be required to be used in the performance of a contract by the Key Personnel listed in the PWS. When key personnel are used as an evaluation factor in best value procurement, an offer can be rejected if it does not have a firm commitment from the persons that are listed in the proposal.
- 1.4.37. Medical Emergency - a sudden onset of a medical condition manifesting itself by acute symptoms of sufficient severity that the absence of immediate medical attention could reasonably result in: Permanently placing a patient's health in jeopardy, causing other serious medical consequences, Causing impairments to body functions, or Causing serious or permanent dysfunction of any body-organ or part.
- 1.4.38. MOD: Medical Officer of the Day

- 1.4.39. National Provider Identifier (NPI): NPI is a standard, unique 10-digit numeric identifier required by HIPAA. The Veterans Health Administration must use NPIs in all HIPAA-standard electronic transactions for individual (health care practitioners) and organizational entities (medical centers).
- 1.4.40. NCQA: National Council of Quality Assurance
- 1.4.41. NLNAC: National League for Nursing Accrediting Commission. www.nlnac.org
- 1.4.42. Non-Contract Provider - any person, organization, agency, or entity that is not directly or indirectly employed by the Contractor or any of its subcontractors
- 1.4.43. NP: Nurse Practitioner
- 1.4.44. NPDB: National Practitioner Data Bank
- 1.4.45. NPPES: National Plan and Provider Enumeration System
- 1.4.46. OIG: Office of the Inspector General (this could refer to the OIG of different agencies and/or departments)
- 1.4.47. PA: Physician Assistant
- 1.4.48. PALS: Pediatric Advanced Life Support
- 1.4.49. POP: Period of Performance
- 1.4.50. PPD: Purified Protein Derivative – a medical test to determine if an individual suffers from tuberculosis (TB)
- 1.4.51. PWS: Performance Work Statement.
- 1.4.52. QA/QI: Quality Assurance/Quality Improvement
- 1.4.53. QM/PI: Quality Management/Performance Improvement
- 1.4.54. QASP: Quality Assurance Surveillance Plan
- 1.4.55. ROC: Report of Contact
- 1.4.56. Subcontractor: One that enters into Contract with a prime Contractor. The Government does not have privity of contract, with the subcontractor.
- 1.4.57. TB: Tuberculosis
- 1.4.58. TJC: The Joint Commission
- 1.4.59. TMS: Talent Management System
- 1.4.60. VA: United States Department of Veterans Affairs
- 1.4.61. VAAR: Department of Veterans Affairs Acquisition Regulation
- 1.4.62. Veterans Health Administration (VHA): The central office for administration of the VA medical centers through throughout the United States. The VHA is located in Washington, D.C.
- 1.4.63. Veterans Integrated Services Network (VISN) : The regional oversight for the VA medical centers.
- 1.4.64. VISTA (Veterans Integrated Systems Technology Architecture) : A PC based system that will capture and store clinical imagery, scanned documents and other non-textual data files and integrates them into patient’s medical record and with the hospital information system.
- 1.4.65. VetPro: a federal web-based credentialing program for healthcare providers.

2. QUALIFICATIONS:

2.1. Staff

2.1.1. License –Personnel assigned by the Contractor to perform the services covered by this contract, shall be currently certified or licensed, as appropriate, in a State, Territory, or Commonwealth of the United States or the District of Columbia. All certifications and licenses held by the personnel working on this contract, shall be fully valid and without restriction. The qualifications of such personnel shall also be subject to review by the VA Chief of Staff and approval by the VA Facility Director. The government specifically reserves the right to reject any of the Contractor’s personnel and refuse them permission to provide services under this contract,.

2.1.2. Credentialing and Privileging – Credentialing is to be done in accordance with the provisions of VHA Handbook 1100.19 referenced above. The Contractor is responsible to ensure that proposed staff possesses the requisite skills and/or experience necessary to provide services under the contract,. No services shall be provided by any contractor’s staff prior to obtaining approval.

2.1.2.1. If a contractor’s staff is not credentialed or has credentials suspended or revoked, the Contractor shall furnish an acceptable substitute without any additional cost to the government.

2.1.2.2. Contractor shall ensure Contractor personnel will provide appropriate, effective interventions to individual patients needs according to established facility policies, safety standards and procedures as described at the orientations and trainings conducted by WBVAMC Nurse Education.

2.1.3. Technical Proficiency - Contractor’s staff shall be technically proficient in the skills necessary to fulfill the government’s requirements, including the ability to speak, understand, read and write English fluently. Contractor shall provide documents upon request of the CO/COR to verify current and ongoing competency, skills, certification and/or licensure related to the provision of care, treatment and/or services performed. Contractor shall provide verifiable evidence of all educational and training experiences including any gaps in educational history for all contractor’s staff and contractor’s staff shall be responsible for abiding by the Facility's Medical Staff By-Laws, rules, and regulations (referenced herein) that govern medical staff behavior.

2.1.4. Training (ACLS, BLS, CPRS and VA MANDATORY): Contractor shall meet all VA educational requirements and mandatory course requirements; all training must be completed by the contractor’s staff as required by the VA.

2.1.4.1. Contractor staff will complete orientation as describes here in.

2.1.4.2. All contractor employees and subcontractor employees requiring access to VA information and VA information systems shall complete the following before being granted access to VA information and its systems:

2.1.4.2.1. Sign and acknowledge (either manually or electronically) understanding of and responsibilities for compliance with the Contractor Rules of Behavior, relating to access to VA information and information systems;

2.1.4.2.2. Successfully complete the VA Cyber Security Awareness and Rules of Behavior training and annually complete required security training;

2.1.4.2.3. Successfully complete the appropriate VA privacy training and annually complete required privacy training; and

2.1.4.2.4. Successfully complete any additional cyber security or privacy training, as required for VA personnel with equivalent information system access

2.1.4.2.5. The Contractor shall provide to the CO and/or the COR a copy of the training certificates and certification of signing the Contractor Rules of Behavior for each applicable employee within 1 week of the initiation of the contract, and annually thereafter, as required.

2.1.4.2.6. Failure to complete the mandatory annual training and sign the Rules of Behavior annually, within the timeframe required, is grounds for suspension or termination of all physical or electronic access privileges and removal from work on the contract, until such time as the training and documents are complete.

2.1.4.3. From time to time, the WBVAMC will require training for Contractor employees. The nature of the training varies. WBVAMC will pay for required training either based on the hours worked and submitted via the electronic time keeping system or via submission of TMS certificates indicating completion of required courses. TMS certificates will be reimbursed based on the hours listed as "Learning Hours" within each course regardless of actual time expended completing the course. Copies of all completed training will be provided to the COR as they occur.

2.1.4.4. Contractor Staff who have not worked at least one shift within the last 90 days will have to be cleared by the COR or designee prior to returning to shift work. Clearance may require attendance at an orientation and/or competency class. The contractor may have to complete a full profile, PIV request and UAR request as determined by the COR.

2.1.4.5. Contractor employees who do not maintain their training currency via the VA TMS will be placed into a Do Not Return (DNR) status.

2.1.4.6. Contractor will maintain current resumes or work histories of all employees.

2.1.5. Standard Personnel Testing (PPD, etc.): Contractor shall provide proof of the following tests for staff within five (5) calendar days after contract, award and prior to the first duty shift to the COR and CO. Tests shall be current within the past year.

2.1.6 TUBERCULOSIS TESTING: Contractor shall provide proof of a negative reaction to PPD testing for all contractor staff. A negative chest radiographic report for active tuberculosis shall be provided in cases of positive PPD results. The PPD test shall be repeated annually.

2.1.7 RUBELLA TESTING: Contractor shall provide proof of immunization for all contract, staff for measles, mumps, rubella or a rubella titer of 1.8 or greater. If the titer is less than 1.8, a rubella immunization shall be administered with follow-up documentation to the COR.

2.1.8 OSHA REGULATION CONCERNING OCCUPATIONAL EXPOSURE TO BLOODBORNE PATHOGENS: Contractor shall provide generic self-study training for all contractor staff; provide their own Hepatitis B vaccination series at no cost to the VA if they elect to receive it; maintain an exposure determination and control plan; maintain required records; and ensure that proper follow-up evaluation is provided following an exposure incident. The VAMC shall notify the Contractor of any significant communicable disease exposures as appropriate. Contractor shall adhere to current CDC/HICPAC Guideline for Infection Control in health care personnel (as published in American Journal for Infection. Control- AJIC 1998; 26:289-354

<http://www.cdc.gov/hicpac/pdf/InfectControl98.pdf>) for disease control. Contractor shall provide follow up documentation of clearance to return to the workplace prior to their return.

2.1.9 Conflict of Interest: The Contractor and all contractor's staff are responsible for identifying and communicating to the CO and COR conflicts of interest at the time of proposal and during the entirety of CONTRACT performance. At the time of proposal, the Contractor shall provide a statement which describes, in a concise manner, all relevant facts concerning any past, present, or currently planned interest (financial, contractual, organizational, or otherwise) or actual or potential organizational conflicts of interest relating to the services to be provided. The Contractor shall also provide statements containing the same information for any identified consultants or subcontractors who shall provide services. The Contractor must also provide relevant facts that show how it's

organizational and/or management system or other actions would avoid or mitigate any actual or potential organizational conflicts of interest. These statements shall be in response to the VAAR provision 852.209-70 Organizational Conflicts of Interest (Jan 2008).

2.1.10 Citizenship related Requirements:

2.1.10.1 The Contractor certifies that the Contractor shall comply with any and all legal provisions contained in the Immigration and Nationality Act of 1952, As Amended; its related laws and regulations that are enforced by Homeland Security, Immigration and Customs Enforcement and the U.S Department of Labor as these may relate to non-immigrant foreign nationals working under contract, or subcontract for the Contractor while providing services to Department of Veterans Affairs patient referrals;

2.1.10.2 While performing services for the Department of Veterans Affairs, the Contractor shall not knowingly employ, contract, or subcontract with an illegal alien; foreign national non-immigrant who is in violation their status, as a result of their failure to maintain or comply with the terms and conditions of their admission into the United States. Additionally, the Contractor is required to comply with all "E-Verify" requirements consistent with "Executive Order 12989" and any related pertinent Amendments, as well as applicable Federal Acquisition Regulations.

2.1.10.3 If the Contractor fails to comply with any requirements outlined in the preceding paragraphs or its Agency regulations, the Department of Veterans Affairs may, at its discretion, require that the foreign national who failed to maintain their legal status in the United States or otherwise failed to comply with the requirements of the laws administered by Homeland Security, Immigration and Customs Enforcement and the U.S Department of Labor, shall be prohibited from working at the Contractor's place of business that services Department of Veterans Affairs patient referrals; or other place where the Contractor provides services to veterans who have been referred by the Department of Veterans Affairs; and shall form the basis for termination of this contract, for breach.

2.1.10.4 This certification concerns a matter within the jurisdiction of an agency of the United States and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under 18 U.S.C. 1001.

2.1.10.5 The Contractor agrees to obtain a similar certification from its subcontractors.

2.1.11 Annual Office of Inspector General (OIG) Statement: In accordance with HIPAA and the Balanced Budget Act (BBA) of 1977, the Department of Health and Human Services (HHS) OIG has established a list of parties and entities excluded from Federal health care programs. Specifically, the listed parties and entities may not receive Federal Health Care program payments due to fraud and/or abuse of the Medicare and Medicaid programs.

2.1.11.1 Therefore, Contractor shall review the HHS OIG List of Excluded Individuals/Entities on the HHS OIG web site at <http://oig.hhs.gov/exclusions/index.asp> to ensure that the proposed contractor's staff are not listed. Contractor should note that any excluded individual or entity that submits a claim for reimbursement to a Federal health care program, or causes such a claim to be submitted, may be subject to a Civil Monetary Penalty (CMP) for each item or service furnished during a period that the person was excluded and may also be subject to treble damages for the amount claimed for each item or service. CMP's may also be imposed against the Contractor that employ or enter into contracts with excluded individuals to provide items or services to Federal program beneficiaries.

2.1.11.2 By submitting their proposal, the Contractor certifies that the HHS OIG List of Excluded Individuals/Entities has been reviewed and that the Contractors are and/or firm is not listed as of the date the offer/bid was signed.

2.1.12 In addition to the immunizations mentioned in section 2.1.2, the contractor will also include, at their expense, in the orientation file for each employee, the following information:

- A physical dated within 90 days of submission of employee for CONTRACT performance.
- Current BLS/ACLS cards with an expiration date beyond the last day of orientation (though it is noted that Contractor personnel will be required to maintain appropriate certification to perform on the CONTRACT, the initial/orientation requirement is the production of the appropriate card(s) with an expiration date beyond the end of orientation).
- Current Resume for RNs, LPNs, Certified Nursing Assistant and Healthcare Technicians
- Influenza immunization records.
- Current Resume or current employment history for all others.

2.2. Non Personal Healthcare Services: The parties agree that the Contractor and all contractor's staff shall not be considered VA employees for any purpose.

2.3. Technical Direction: The services to be performed by the Contractor will be monitored by the COR.

2.4. Indemnification: The Contractor shall be liable for, and shall indemnify and hold harmless the Government against, all actions or claims for loss of or damage to property or the injury or death of persons, arising out of or resulting from the fault, negligence, or act or omission of the Contractor, its agents, or employees.

2.5. Inherent Government Functions: Contractor and Contractor's staff shall not perform inherently governmental functions. This includes, but is not limited to, determination of agency policy, determination of Federal program priorities for budget requests, direction and control of government employees (outside a clinical context), selection or non-selection of individuals for Federal Government employment including the interviewing of individuals for employment, approval of position descriptions and performance standards for Federal employees, approving any contractual documents, approval of Federal licensing actions and inspections, and/or determination of budget policy, guidance, and strategy.

2.6. No Employee status: The Contractor shall be responsible for protecting Contractor's staff furnishing services. To carry out this responsibility, the Contractor shall provide or certify that the following is provided for all their staff providing services under the resultant

CONTRACT:

2.6.1. Workers' compensation

2.6.2. Professional liability insurance

- 2.6.3. Health examinations
- 2.6.4. Income tax withholding, and
- 2.6.5. Social security payments.

2.7 Tort Liability: The Federal Tort Claims Act does not cover Contractor or contractor's staff . When a Contractor or contractor's staff has been identified as a provider in a tort claim, the Contractor shall be responsible for notifying their legal counsel and/or insurance carrier. Any settlement or judgment arising from a Contractor's (or contractor's staff) action or non-action shall be the responsibility of the Contractor and/or insurance carrier.

2.80. Key Personnel: Key Personnel are those Contractor personnel whom are essential to performance of the CONTRACT requirements and/or were considered or included by the Contractor in development of solicitation response, including individuals in key management, staffing, and related positions.

2.80.1. Except as provided below, during the first ninety (90) days of performance, the Contractor shall make NO substitutions of key personnel unless the substitution is necessitated by illness, death, or termination of employment. The Contractor shall notify the CO, in writing, within fifteen (15) calendar days after the occurrence of any of these events and provide the information required by paragraph (c) below. After the initial 90-day period of the contract,, the Contractor shall submit the information required by paragraph (c) to the CO at least fifteen (15) days prior to making any permanent substitutions.

2.80.2. The Contractor shall provide a detailed explanation of the circumstances necessitating the proposed substitution and complete Curriculum Vitae for the proposed substitute. Proposed substitute shall have comparable qualifications to those of the person being replaced. The CO shall notify the Contractor within fifteen (15) calendar days after receipt of all required information of the decision on the proposed substitution. When changes in key personnel are approved, the contract, prices may be adjusted accordingly to reflect the salary and benefits of the personnel actually providing the services.

2.80.3. For temporary substitutions where the key person will not be reporting to work for three (3) consecutive work days or more, the Contractor will provide a qualified replacement for the key person. This substitute shall have comparable qualifications to the key person. Any period exceeding two (2) weeks will require the procedure as stated in paragraph c. above.

2.81. HOURS OF OPERATION:

2.81.1. Business Hours: Monday through Friday 7:00 am-4:30 pm.

2.81.2. Work Schedule: Monday through Friday-8 hour shift between the hours of 7:00 am-4:30 pm, 40 hours a week.

2.81.2.1. Work hours: Personnel shall typically perform services during 8 hour shifts, five days a week, excluding Federal Holidays with actual work schedules to be mutually agreed upon by Contractor and VA based on patient care needs between the hours of 7:00 am and 4:30 pm.

2.81.2.2. Unless a state of emergency has been declared or clinics are otherwise cancelled by the VAMC, the Contractor shall be responsible for providing services.

2.81.3. Federal Holidays: The following holidays are observed by the Department of Veterans Affairs:

- New Year's Day
- President's Day
- Martin Luther King's Birthday
- Memorial Day
- Independence Day

- Labor Day
- Columbus Day
- Veterans Day
- Thanksgiving
- Christmas
- Any day specifically declared by the President of the United States to be a national holiday.

3. CONTRACTOR RESPONSIBILITIES

3.1. SERVICES REQUIRED:

3.1.1. Registered Nurse (RN): Contractor will ensure that Contractor RN's are a professional nursing practice that delivers a broad range of nursing care in the context of disease or injury prevention, health promotion and restoration and health maintenance. The Contract Registered Nurse delivers/demonstrates fundamental, knowledge based care, while developing and increasing technical competencies to provide and plan nursing care for patients with simple or complex needs.

3.1.1.1 Medical/Surgical Nurse (SIN 621-025) Medical-Surgical Nurse is a professional nurse who provides holistic approach to the care of the patients requiring acute medical or surgical interventions. The Nurse functions both dependently and independently with guidance and direction from the Nurse Manager/designee. Nurses must have active, current registration as a professional nurse in a State, District of Columbia, the Commonwealth of Puerto Rico, or a territory of the United States.

- Contractor nurses will be assigned based on patient care needs and contractor's experience.
- All registered nurses shall have at least two (2) years current experience in an acute care, medical/surgical unit in an urban, academic Medical Center setting exclusive of agency assignments.

3.1.1.1.1. Education requirements: required Bachelor's Degree in Nursing or in related field or a Master's Degree in Nursing or in related field is highly preferred.

3.1.1.1.2. Agency nurses assigned to WBVAMC Medical/Surgical units can expect to work 8 hour shifts, with alternating weekend shifts preferred.

3.1.1.1.3. The minimum requirement for all registered nurses assigned to a Medical-Surgical unit shall include a current unrestricted registered nurse license from any State, District of Columbia, the Commonwealth of Puerto Rico, or a territory of the United States and a current CPR/ BLS certificate accredited by the American Heart Association.

3.1.1.1.4. Medical-Surgical nurses with telemetry experience and certification are required on one unit. These nurses must, in addition to the credentials above, provide a current ACLS certificate accredited by the American Heart Association, a completion certificate from an accredited telemetry program, and at least two years' experience in telemetry or intensive care setting.

3.1.1.1.5. Additional requirements for all registered nurses assigned to the Medical-Surgical Floor include current ACLS certificate accredited by the American Heart Association, and the Moderate Sedation Certification or equivalent.

3.1.1.2 Operating Room Nurse (SIN 621-025): Operating Room Nurse is a professional nurse who provides holistic approach to the care of the patients requiring surgical interventions by

working closely with surgeons and anesthesia care providers. The Nurse functions both dependently and independently with guidance and direction from the Nurse Manager/designee. Nurses must have active, current registration as a professional nurse in a State, District of Columbia, the Commonwealth of Puerto Rico, or a territory of the United States.

3.1.1.6. Contractor nurses may be utilized in the Operating Room (OR), Short Procedure Unit (SPU), and Post Anesthesia Care Unit (PACU) Unit. Duty hours are normally 0700 AM – 3:30 PM, and there are times when the Nurses are required to work after normal duty hours based on the severity of procedures, OR delays, or needs of the staff. Agency Nurses are expected to take “on-call” duty when requested, and shall return to the medical center within thirty (30) minutes of notification.

3.1.1.7. All registered nurses shall have at least two (2) years prior experience in an operating room setting exclusive of agency assigned tours of duty, and shall be able to scrub and circulate.

3.1.1.8 Agency nurses assigned to the OR, SPU or PACU units can expect to work eight hour shifts Monday through Friday exclusive of holidays. On occasion, contract nurses shall provide on-call duties provided it is cost effective to the VA to do so. Contractors shall include any on-call rates exclusive to the OR service contracts. Nurses selected for on-call duty shall report to the OR suite within thirty minutes of notification.

3.1.1.9. Education requirements: required Bachelor’s Degree in Nursing or in related field or a Master’s Degree in Nursing or in related field is highly preferred.

3.1.1.10. The minimum requirement for all registered nurses assigned to an OR/PACU shall include a current unrestricted registered nurse license from any State, District of Columbia, the Commonwealth of Puerto Rico, or a territory of the United States and a current CPR/ BLS certificate accredited by the American Heart Association.

3.1.1.11. Additional requirements for all registered nurses assigned to the OR/PACU include current ACLS certificate accredited by the American Heart Association, and the Moderate Sedation Certification or equivalent.

3.1.1.12. Agency nurses are preferred to have a current Certified Nurse Operating Room (CNOR) certificate accredited by the Competency & Credentialing Institute (CCI).

3.1.1.13. Prevents infection by utilization of universal precautions, correct hand washing techniques between procedures and/or patients, maintains aseptic techniques, and maintains isolation techniques. Maintains good body mechanics to prevent injury to self, patients, and staff. Uses safety protective devices for self and patient. Checks all emergency supplies and equipment per unit routine.

3.1.1.14. Demonstrates positive effective interpersonal skills.

3.1.1.15. Mechanical equipment in the operating room: Electro-Surgical unit, Operating Room equipment, fracture table, suction (wall outlet portable), nerve Stimulator, dermatoses (brown). Equipment not limited to this list.

3.1.1.16. Circulating Nurse’s specific duties. All nurses in the operating room must be certified to perform the following routine scrub nurse duties and procedures on all patients:

- Demonstrates proper aseptic technique
- Operates mechanics of or table
- Operates mechanics of or lights
- Assists anesthesiologist
- Positions patients properly
- Opening room
- Conducts sponge, needle, instrument and all related counts to prevent retained objects
- Completes work sheet
- Calls ICU for beds
- Calls ward report on local cases

3.1.1.17. Scrub Nurse specific duties. All nurses in the operating room must also be certified to perform the following routine scrub nurse duties and procedures on all patients:

- Demonstrates proper aseptic technique
- Minor surgery
- Rectal surgery
- Abdominal surgery
- GU surgery
- Eye surgery
- Orthopedic surgery
- ENT surgery
- Bronchoscopic procedure
- Vascular surgery
- Neurosurgery
- Chest surgery
- Bariatric Surgery
- PACU-Recovery of Patients

3.1.1.18. Short Procedure Unit nurse does preoperative assessment, OR patient preparation and recovery of patients.

3.1.1.3 Emergency Department Nurse (SIN 621-025) Emergency Department Nurses will provide prescribed medical treatment and personal care services to ill and injured veterans. Duties include documenting observations, assessments, and changes in patient's condition; collaborating with health team members to facilitate positive patient care outcomes; providing a full range of nursing care to patients with a variety of physical and/or behavioral problems; and accountable for meeting and maintaining the qualification standards. The Nurse functions both dependently and independently with guidance and direction from the Nurse Manager/designee. Nurses must have active, current registration as a professional nurse in a State, District of Columbia, the Commonwealth of Puerto Rico, or a territory of the United States.

- Contractor nurses may be utilized as needed in specialty units including the Emergency Department.
- All registered nurses shall have at least three (3) years recent prior experience in an emergency department or major trauma center emergency room.
- Education requirements: required Bachelor's Degree in Nursing or in related field or a Master's Degree in Nursing or in related field is highly preferred.
- Agency nurses assigned to the Emergency Department can expect to work twelve (12) hours shifts including no less than rotating weekends and holidays.

- The minimum requirement for all registered nurses assigned to the Emergency Department shall include a current unrestricted registered nurse license from any State, District of Columbia, the Commonwealth of Puerto Rico, or a territory of the United States, a current CPR/ BLS certificate accredited by the American Heart Association and a current ACLS certificate accredited by the American Heart Association.
- Agency nurses are preferred to have the Certification of Emergency Nursing (CEN) through the Board of Certifications for Emergency Nurses (BCEN). Nurses with Acute/Critical Care Nursing (CCRN) certifications through the American Association of Critical Care Nurses Certification Corporation (AACN) with ED experience will also be considered.

3.1.1.4

- Intensive Care Unit Nurse (SIN 621-025): Intensive Care Unit Nurses will be accountable clinically for ensuring that nursing care complies with accepted standards of care and clinical practice. Nurses will use judgment in assessing, planning, implementing, documenting and evaluating patient care in an Intensive Care Unit (ICU) setting where life-threatening disease or injury requires close monitoring and at times, quick intervention. Coordinates and implements patient care specific to the age of the patient population served on the ICU (adult and geriatric). The Nurse functions both dependently and independently with guidance and direction from the Nurse Manager/designee. Nurses must have active, current registration as a professional nurse in a State, District of Columbia, the Commonwealth of Puerto Rico, or a territory of the United States.
- Contractor nurses may be utilized as needed in specialty the Medical Intensive Care Unit (MICU), Surgical Intensive Care Unit (SICU), Medical Telemetry, or the Emergency Room.
 - All nurses considered for assignment to an ICU shall have completed an accredited course in Intensive Care Nursing as well certification in Moderate Sedation or equivalent. In lieu of ICU certification, candidates shall possess at least five years clinical experience in an Intensive Care Unit or other critical care environment.
 - All registered nurses shall have at least three (3) years prior experience in an intensive care setting to include Critical Care experience. Nurse Managers reserve the right to determine if ICU experience is conducive to their needs.
 - Education requirements: required Bachelor's Degree in Nursing or in related field or a Master's Degree in Nursing or in related field is highly preferred.
 - Agency nurses assigned to the MICU/SICU can expect to work twelve (12) hours shifts including no less than rotating weekends and holidays.
 - The minimum requirement for all registered nurses assigned to any of the ICU shall include a current unrestricted registered nurse license from any State, District of Columbia, the

Commonwealth of Puerto Rico, or a territory of the United States, a current CPR/ BLS certificate accredited by the American Heart Association, a current ACLS certificate accredited by the American Heart Association and the Moderate Sedation Certification or equivalent.

- Agency nurses are preferred to have the Nurses with Acute/Critical Care Nursing (CCRN) certifications through the American Association of Critical Care Nurses Certification Corporation (AACN) CCRN certificate.
- All nurses in the ICU are certified to perform the following routine procedures on all patients but not limited to:
 - Insertion of peripheral lines.
 - Collection of blood samples by venipuncture and central lines and swan ganz catheter.
 - Drawing of arterial blood from existing lines.
 - Hemodynamic Monitoring
 - Under the physician's direction, the nurses in ICU may remove peripheral intravenous lines, central venous catheters and percutaneous arterial lines.
 - In the event that the patient experiences chest pain or signs and symptoms of cardiac abnormalities, the nurse will perform a 12 lead EKG immediately.
 - In the event that the patient develops asystole, ACLS protocol will be followed.
 - In the event that a patient requires placement of an external pacemaker, the nurse will attach the patient to a pacing wire and pacing generator.
 - Records pertinent information in CPRS and/or PICIS flow sheet throughout the shift.

3.1.1.5 Psychiatric Nurse (SIN 621-025): The behavioral health unit serves veteran with varying degrees of mental illness and co-morbidities requiring medical and psychiatric interventions. Nurses will be accountable clinically for ensuring that nursing care complies with accepted standards of care and clinical practice. Nurses will use judgment in assessing, planning, implementing, documenting and evaluating patient care of Veterans within an inpatient setting where mental and behavioral health diseases requires close monitoring and at times, quick intervention. Coordinates and implements patient care specific to the age of the patient population served on the unit. The Nurse functions both dependently and independently with guidance and direction from the Nurse Manager/designee. Nurses must have active, current registration as a professional nurse in a State, District of Columbia, the Commonwealth of Puerto Rico, or a territory of the United States.

- Experienced and qualified psychiatric registered nurses and licensed practical nurses are required to provide additional staffing for the inpatient psychiatric unit at the WBVAMC and the Residential Rehabilitation Treatment Program located at Broad Street and Snyder Avenue in Wilkes-Barre.
- All registered nurses will be psychiatric registered nurses and Licensed Practical Nurses shall have at least two years recent experience in inpatient behavioral health, and be familiar with the Recovery Model.
- Education requirements: required Bachelor's Degree in Nursing or in related field or a Master's Degree in Nursing or in related field is highly preferred.

- The minimum requirement for all registered nurses assigned to the Behavioral Health Department shall include a current unrestricted registered nurse license from any State, District of Columbia, the Commonwealth of Puerto Rico, or a territory of the United States, and a current CPR/ BLS certificate accredited by the American Heart Association.
- Agency nurses are preferred to have a certification in psychiatric/mental health in nursing accredited through the American Nurses Credentialing Center (ANCC).

3.1.1.6 Dialysis Nurse (SIN 621-025): Under the supervision of the nurse manager, the dialysis staff nurse maintains accountability for the coordination and delivery of care to patients with end stage renal disease. The responsibilities of the dialysis staff nurse include:

- For the Acute Dialysis Setting, Registered Nurses require: a current ACLS certificate accredited by the American Heart Association, minimum three (3) years' experience performing hemodialysis on patients who are hospitalized in an acute setting, and experience with dialysis of patients in intensive care unit setting.
- Agency Nurses are preferred to have completed the ECG Course.
- Oversees the preparation of the delivery system, dialysate bath, and dialyzer and confirms that all mandatory alarm tests on the dialyzer and equipment are performed.
- Reviews physician orders for dialysis patients, collects pre-treatment dialysis data, and reviews patient records prior to dialysis.
- Conducts pre-dialysis patient assessment including obtaining patient vital signs and assessing the patient's vascular access, laboratory findings, and the patient's general health.
- Verifies that patients are taking all prescribed medications and performs medication reconciliation.
- Documents findings of patient assessments and interventions and advises providers of any significant change in the patient's condition and other pertinent information.
- Discusses patient concerns and answers questions relevant to care.
- Oversees dialysis technicians in the performance of dialysis from start to finish, monitors patient reaction to treatment and performance of the dialysis machines, and demonstrates an in- depth understanding of the mechanics of dialysis.
- Assesses, prepares, and cannulates a patient's vascular access (including needle insertion in arterioveinous fistula or grafts for aseptic connection with dialysis equipment).
- Utilizes sterile techniques to assess the dialysis catheter exit site and to apply dressing on the patient's vascular access (dialysis catheter, arterioveinous access) per protocols.
- Maintains skills necessary to perform surveillance on dialysis access (catheter, fistula, graft) for early signs of failure or infection; this includes (if needed and after receiving the appropriate training) the ability to perform arterioveinous access monitoring using Transonic machine per protocol.
- Reviews patient's electronic/paper records for orders as appropriate and administers dialysis- related intra-venous and/or oral medications as prescribed and/or per protocol.
- Conducts post dialysis assessment and patient discharge by evaluating treatment, documenting medication administration utilizing the appropriate protocols, assessing

condition of vascular access, discharging the patient when vital signs are stable, and documenting and recording patient treatment data.

- Provides patient education/teaching applicable to the patient's medical condition.
- Refers patient to other disciplines or services as needed (nutrition, social work, etc).
- Performs other treatments and diagnostic tests such as blood sugar testing and other tests required as part of patient treatment.
- Oversees disassembly and disinfection of dialysis equipment.
- Maintains skills necessary to do regional heparinization, separate and store blood samples, set up oxygen, administer saline, and maintain dialysis equipment.
- Performs surveillance and testing of dialysis water treatment equipment and dialysis water (such as chlorine, hardness, conductivity, water cultures) to ensure that these machines are operating within the parameters set in the facility's written protocols.
- Demonstrates a working knowledge of dialysis laboratory tests and dialysis medications.
- Demonstrates an in-depth understanding of infection control and prevention of transmission of blood borne pathogens.
- Demonstrates a working knowledge of the national guidelines and the facility's protocols for immunization of the dialysis patients (such as influenza, pneumococcal, and hepatitis-B vaccination).
- Counsels patient on and administers vaccines per protocols.
- Participates in quality improvement activities to include collection of data for the dialysis unit Quality Assurance Performance Improvement (QAPI) plan.
 - Responds appropriately and provides assistance in emergency situations.
 - Provides leadership in improving patient care, maintaining standards of care, directing and teaching personnel in a variety of settings, and providing charge nurse responsibilities as needed.
 - Works closely with others on the dialysis team and participates in interdisciplinary team meetings.
 - Maintains responsibility for providing coverage to the dialysis center.
 - Education requirements: required Bachelor's Degree in Nursing or in related field or a Master's Degree in Nursing or in related field is highly preferred.
 - The minimum requirement for all registered nurses assigned to the Hemodialysis Department shall include a current unrestricted registered nurse license from any State, District of Columbia, the Commonwealth of Puerto Rico, or a territory of the United States, and a current CPR/BLS certificate accredited by the American Heart Association.

3.2. STANDARDS OF CARE: The contractor's staff care shall cover meet or exceed care as would be provided in a state-of-the-art civilian medical treatment facility and the standard of care shall be of a quality, meeting or exceeding currently recognized national standards as established by:

3.2.1. VA Standards: VHA Directive 2006-041 "Veterans' Health Care Service Standards" (expired but still in effect pending revision)

https://www1.va.gov/vhapublications/ViewPublication.asp?pub_ID=1443

3.2.2. The professional standards of the The Joint Commission (TJC)

http://www.jointcommission.org/standards_information/standards.aspx

3.2.3. The standards of the American Hospital Association (AHA) <http://www.hpoe.org/resources?show=100&type=8>

and;

3.2.4. The requirements contained in this PWS

3.3. MEDICAL RECORDS

3.3.1. Authorities: Contractor's staff providing healthcare services to VA patients shall be considered as part of the Department Healthcare Activity and shall comply with the U.S.C.551a (Privacy Act), 38

U.S.C. 5701 (Confidentiality of claimants records), 5 U.S.C. 552 (FOIA), 38 U.S.C. 5705 (Confidentiality of Medical Quality Assurance Records) 38 U.S.C. 7332 (Confidentiality of certain medical records), Title 5 U.S.C. § 522a (Records Maintained on Individuals) as well as 45 C.F.R. Parts 160, 162, and 164 (HIPAA).

3.3.2. HIPAA: This CONTRACT and its requirements meet exception in 45 CFR 164.502(e), and do not require a BAA in order for Covered Entity to disclose Protected Health Information to: a health care provider for treatment. Based on this exception, a BAA is not required for this CONTRACT. Treatment and administrative patient records generated by this CONTRACT or provided to the Contractors by the VA are covered by the VA system of records entitled 'Patient Medical Records-VA' (24VA19). Contractor generated VA Patient records are the property of the VA and shall not be accessed, released, transferred, or destroyed except in accordance with applicable laws and regulations. Contractor shall ensure that all records pertaining to medical care and services are available for immediate transmission when requested by the VA. Records identified for review, audit, or evaluation by VA representatives and authorized federal and state officials, shall be accessed on-site during normal business hours or mailed by the Contractor at his expense. Contractor shall deliver all final patient records, correspondence, and notes to the VA within twenty-one

(21) calendar days after the contract, expiration date.

3.3.3. Disclosure: Contractor's staff may have access to patient medical records: however, Contractor shall obtain permission from the VA before disclosing any patient information. Subject to applicable federal confidentiality or privacy laws, the Contractor, or their designated representatives, and designated representatives of federal regulatory agencies having jurisdiction over Contractor, may have access to VA 's records, at VA's place of business on request during normal business hours, to inspect and review and make copies of such records. The VA will provide the Contractor with a copy of VHA Handbook 1907.1, Health Information management and Health Records and VHA Handbook 1605.1, Privacy and Release of Information. The penalties and liabilities for the unauthorized disclosure of VA patient information mandated by the statutes and regulations mentioned above, apply to the Contractor.

3.3.4. Professional Standards for Documenting Care: Care shall be appropriately documented in medical records in accordance with standard commercial practice and guidelines established by VHA

Handbook 1907.01 *Health Information Management and Health Records*:

http://www1.va.gov/vhapublications/ViewPublication.asp?pub_ID=2791 and all guidelines provided by the VAMC.

3.3.5. Release of Information: The VA shall maintain control of releasing any patient medical information and will follow policies and standards as defined, but not limited to Privacy Act requirements. In the case of the VA authorizing the Contractor to release patient information, the Contractor in compliance with VA regulations, and at his/her own expense, shall use [VA Form 3288, Request for and Consent to Release of Information from Individual's Records](#), to process "Release of Information Requests." In addition, the Contractor shall be responsible for locating and forwarding records not kept at their facility. The VA's Release of Information Section shall provide the Contractor with assistance in completing forms. Additionally, the Contractor shall use [VA Form 10-5345, Request for and Authorization to Release Medical Records or Health Information](#), when releasing records protected by 38 U.S.C. 7332. Treatment and release records shall include the patient's consent form.

Completed Release of Information requests will be forwarded to the VA Privacy Officer.

3.4. Direct Patient Care: 95% of the time involved in direct patient care. This is only an estimate and can change based on the needs of the Government.

3.5. Administrative: 5% of time not involved in direct patient care. This is only an estimate and can change based on the needs of the Government.

3.5.1 TASK 1: Computerized Patient Record System: The Contractor is responsible for utilizing the CPRS in VISTA at the WBVAMC. Access and training will be provided for the Contractor as needed. Contractor Nursing and Nursing Support Services personnel will be expected to fully use the system since CPRS will be the sole means of patient record keeping. Record keeping should ensure compliance with applicable TJC and VHA requirements to include data entry into CPRS by appropriate Contractor employees for documentation of medical records.

3.5.2 TASK 2: Orientation: The Contractor will provide and document a general orientation for all Contractor Nursing and Nursing Support Services personnel who provide work on this contract, before commencement of work. VA will provide the content of the orientation to the Contractor at the time of contract, award. Documentation of the orientation will be provided to the CO. This orientation will include the following topics:

- Fire and safety policy and procedure
- Infection control policy and procedure
- Emergency Preparedness/Disaster policy and procedure

Contractor Nursing and Nursing Support Services personnel will attend an area/program/unit-specific orientation meeting before the commencement of work. The VA will schedule, conduct and document this meeting which will include discussion of the following area-specific topics:

- Fire and safety policy and procedure
- Infection control policy and procedure
- Emergency preparedness/disaster policy and procedure
- Initial competence assessment
- Area/program/unit specific orientation

If a Contractor employee is new to WBVAMC, he or she must also attend an Orientation session conducted by Nursing Education. This orientation takes one to three days and is scheduled monthly through the Contractor. The COR will notify the contractor of upcoming orientations.

The VA will monitor the Contractor Nursing and Nursing Support Services personnel work to ensure contract compliance.

Notwithstanding other contract requirements, upon request of the CO, the Contractor will remove from the work site, any Contractor Nursing and Nursing Support Services personnel who does not comply with orientation requirements or meet competency requirements for the work being performed.

3.5.3 Patient Safety Compliance and Reporting: Contractor's staff shall follow all established patient safety and infection control standards of care. Contractor's staff shall make every effort to prevent medication errors, falls, and patient injury caused by acts of commission or omission in the delivery of care. All events related to patient injury, medication errors, and other breeches of patient safety shall be reported to the COR and VA Safety Office. As soon as practicable (but within 24 hours) Contractors shall notify COR of incident and submit to the COR the Patient Safety Report, following up with COR as required or requested.

3.6 Scheduling: Contractor will schedule their employees for coverage based on requirements given by WBVAMC. The Government will not schedule individuals. The Government will provide the contractor with the schedule needs. These requirements will normally be given 1 – 2 weeks in advance but could be same day or a matter of hours. For notifications less than 24 hours, the fill or non-fill will not be counted as a performance metric.

WBVAMC will provide at least 2 hours of notice for cancellations. If the WBVAMC does not provide the two hour minimum, the WBVAMC will pay for 4 hours at the normal pay rate for Time and Trouble.

If a Contractor employee chooses to return home rather than accept a re-assignment during a shift, the WBVAMC will only pay for the hours worked even if they are less than 4 hours.

3.7 PERFORMANCE STANDARDS, QUALITY ASSURANCE (QA) AND QUALITY IMPROVEMENT(QI)

3.7.1 Quality Management/Quality Assurance Surveillance: Contractor personnel shall be subject to Quality Management measures, such as patient satisfaction surveys, timely completion of medical records, and Peer Reviews. Methods of Surveillance: Focused Provider Practice Evaluation (FPPE) and Ongoing Provider Practice Evaluation (OPPE). Contractor performance will be monitored by the government using the standards as outlined in this Performance Work Statement (PWS) and methods of surveillance detailed in the Quality Assurance Surveillance Plan (QASP). The QASP shall be attached to the resultant contract and shall define the methods and frequency of surveillance conducted.

3.7.2 Patient Complaints: The CO will resolve complaints concerning Contractor relations with the Government employees or patients. The CO is final authority on validating complaints. In the event that The Contractor is involved and named in a validated patient complaint, the Government reserves

the right to refuse acceptance of the services of such personnel. This does not preclude refusal in the event of incidents involving physical or verbal abuse.

3.7.3 The Government reserves the right to refuse acceptance of any Contractor personnel at any time after performance begins, if personal or professional conduct jeopardizes patient care or interferes with the regular and ordinary operation of the facility. Breaches of conduct include intoxication or debilitation resulting from drug use, theft, patient abuse, dereliction or negligence in performing directed tasks, or other conduct resulting in formal complaints by patient or other staff members to designated Government representatives. Standards for conduct shall mirror those prescribed by current federal personnel regulations. The CO and COR shall deal with issues raised concerning Contractor's conduct. The final arbiter on questions of acceptability is the CO.

3.7.4 Contractor employees may also be placed on the DNR list because of failure to properly perform their duties, repeated tardiness or lateness, or insubordination. These will be substantiated through the VA Report of Contact (ROC) process.

Official notification of the DNR status will come from the CO or COR. The Contractor will accept an e-mail notification from a Patient Care Coordinator or a Nurse Manager as a temporary request to remove a Contractor employee from the work schedule pending further discussions with the CO or COR.

3.8. Vendor must notify, in writing, the Contract Specialist when 85% of the labor hours are extended under this transaction.

4 GOVERNMENT RESPONSIBILITIES

4.5 VA Support Personnel, Services or Equipment: Other necessary personnel for the operation of the services Contracted for at the VA will be provided by the VA at levels mutually agreed upon which are compatible with the safety of the patient and personnel and with quality medical care programming.

4.6 Contract Administration/Performance Monitoring: After award of contract, all inquiries and correspondence relative to the administration of the contract shall be addressed to the Delegated COR.:

4.6.1 CO RESPONSIBILITIES:

4.6.1.1 The CO is the only person authorized to approve changes or modify any of the requirements of this contract. The Contractor shall communicate with the CO on all matters pertaining to contract administration. Only the CO is authorized to make commitments or issue any modification to include (but not limited to) terms affecting price, quantity or quality of performance of this contract.

4.6.1.2 The CO shall resolve complaints concerning Contractor relations with the Government employees or patients. The CO is final authority on validating complaints. In the event the Contractor effects any such change at the direction of any person other than the CO without authority, no adjustment shall be made in the contract price to cover an increase in costs incurred as a result thereof.

4.6.1.3 In the event that contracted services do not meet quality and/or safety expectations, the best remedy will be implemented, to include but not limited to a targeted and time limited performance improvement plan; increased monitoring of the contracted services; consultation or

training for Contractor personnel to be provided by the VA; replacement of the contract personnel and/or renegotiation of the contract terms or termination of the contract.

4.6.1.4 Notwithstanding other contract requirements, upon request of the CO, the Contractor will remove from the work site, any Contractor personnel who does not comply with orientation requirements or meet competency requirements for the work being performed.

4.6.2 COR Responsibilities:

4.6.2.1 The COR shall be the VA official responsible for verifying contract compliance. After contract award, any incidents of Contractor noncompliance as evidenced by the monitoring procedures shall be forwarded immediately to the CO.

4.6.2.2 The COR will be responsible for monitoring the Contractor's performance to ensure all specifications and requirements are fulfilled. Quality Improvement data that will be collected for ongoing monitoring .

4.6.2.3 The COR will maintain a record-keeping system of services. The COR will review this data monthly when invoices are received and certify all invoices for payment by comparing the hours documented on the VA record-keeping system and those on the invoices. Any evidence of the Contractor's non-compliance as evidenced by the monitoring procedures shall be forwarded immediately to the CO.

4.6.2.4 The COR will review and certify monthly invoices for payment. If in the event the Contractor fails to provide the services in this CONTRACT, payments will be adjusted to compensate the Government for the difference.

4.6.2.5 All CONTRACT administration functions will be retained by the VA.

5 SPECIAL CONTRACT REQUIREMENTS

5.1 The Contractor agrees to provide Nursing and Nursing Support Services personnel and services in accordance with the terms and conditions stated herein, to furnish to and at the WBVAMC, the services and prices specified in the Section entitled Schedule of Services and Prices/Costs of this contract.

5.2 The services specified in the Sections entitled Schedule of Services and Prices/Costs and Special contract Requirements may be changed by written modification to this CONTRACT. The modification will be prepared by the VA CO. Other necessary personnel for the operation of the services Contracted for at the VA will be provided by the VA at levels mutually agreed upon which are compatible with the safety of the patient and personnel and with quality medical care programming.

5.3 Record-Keeping Monitoring System: A monitoring system is established for verification of actual hours worked by Contractor employees. The delegated COR is the VA official responsible for verifying contract compliance. He will tabulate hours worked utilizing sign-in/sign-out log book, clinic productivity reports, medical center committee meeting attendance rosters, and other methods of documentation deemed appropriate for this purpose. Failure of Contractor employees to utilize the sign-in sign-out log book to properly document attendance may result in nonpayment for on-site hours which cannot be verified.

5.4 Reports/Deliverables: The Contractor shall be responsible for complying with all reporting requirements established by the contract. Contractor shall be responsible for assuring the accuracy and completeness of all reports and other documents as well as the timely submission

of each. Contractor shall comply with contract requirements regarding the appropriate reporting formats, instructions, submission timetables, and technical assistance as required.

5.4.1 The following are brief descriptions of required documents that must be submitted by Contractor: upon award; weekly; monthly; quarterly; annually, etc. identified throughout the PWS and is provided here as a guide for Contractor convenience. If an item is within the PWS and not listed here, the Contractor remains responsible for the delivery of the item.

What	Submit as noted	Submit To
Quality Control Plan: Description and reporting reflecting the contractor’s plan for meeting of contract requirements and performance standards	Within 60 days of contract award and exercise of subsequent options.	CO/COR
Copies of any and all licenses	Upon renewal of licenses and upon renewal of option periods or change of key personnel.	submitted to VETPRO system.
Certification that staff list have been compared to OIG list	Upon new hires.	CO/COR
Proof of Indemnification and Medical Liability Insurance	Upon exercise of options.	CO/COR
Certificates of Completion for Cyber Security and Patient Privacy Training Courses	Before receiving an account on VA Network and annual training and new hires.	CO/COR
ACLS/BLS Certification	Upon award and every two years after award.	COR
Contingency plan for replacing key personnel to maintain services as required under the terms of the CONTRACT	Within 60 days of contract award and exercise of subsequent options.	COR

5.5 Billing: Invoice requirements and supporting documentation: Supporting documentation and invoice must be submitted no later than the 10th workday of the month. Hours billed for, but not sufficiently documented will not be reimbursed. The Contractor will be paid actual hours worked. Subsequent changes or corrections shall be submitted by separate invoice. In addition to

information required for submission of a “proper” invoice in accordance with FAR 52.212-4 (g), all invoices must include:

5.5.1.1 Name and Address of Contractor

5.5.1.2 Invoice Date and Invoice Number

5.5.1.3 Contract Number and Purchase/Task Order Number

5.5.1.4 Date of Service

5.5.1.5 Names of Nursing and Nursing Support Service personnel

5.5.1.6 Hourly Rate

5.5.1.7 Quantity of hours worked

5.5.1.8 Total price

5.6 Vendor Electronic Invoice Submission Methods

Facsimile, e-mail, and scanned documents are not acceptable forms of submission for payment requests. Electronic form means an automated system transmitting information electronically according to the accepted electronic data transmission methods below:

5.6.1 VA’s Electronic Invoice Presentment and Payment System – The FSC uses a third-party contractor, OB10, to transition vendors from paper to electronic invoice submission. Please go to this website: <http://ob10.com/us/en/veterans-affairs-us/> to begin submitting electronic invoices, free of charge.

5.6.2 A system that conforms to the X12 electronic data interchange (EDI) formats established by the Accredited Standards Center (ASC) chartered by the American National Standards Institute (ANSI).

The X12 EDI Web site (<http://www.x12.org>).

5.6.3 The Contractor may contact FSC at the phone number or email address listed below with any questions about the e-invoicing program or OB10:

5.6.3.1 OB10 e-Invoice Setup Information: 1-877-489-6135

5.6.3.2 OB10 e-Invoice email: VA.Registration@ob10.com

5.6.3.3 FSC e-Invoice Contact Information: 1-877-353-9791

5.6.3.4 FSC e-invoice email: vafscshd@va.gov

B.3 PRICE/COST SCHEDULE

ITEM INFORMATION

ITEM NUMBER	DESCRIPTION OF SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	Registered Nurse, OR Specialty Contract Period: Base POP Begin: 09-25-2018 POP End: 03-25-2019 Not to exceed 3,120 hours	3,120.00	HR		
1001	Registered Nurse, OR Specialty Contract Period: Option 1 POP Begin: 03-26-2019 POP End: 09-25-2019 Not to exceed 3,120 hours	3,120.00	HR		
2001	Registered Nurse, OR Specialty Contract Period: Option 2 POP Begin: 09-26-2019 POP End: 03-25-2020 Not to exceed 3,120 hours	3,120.00	HR		
3001	Registered Nurse, OR Specialty Contract Period: Option 3 POP Begin: 03-26-2020 POP End: 09-25-2020 Not to exceed 3,120 hours	3,120.00	HR		
4001	Registered Nurse, OR Specialty Contract Period: Option 4 POP Begin: 09-26-2020 POP End: 03-25-2021 Not to exceed 3,120 hours	3,120.00	HR		
				GRAND TOTAL	

B.4 DELIVERY SCHEDULE

ITEM NUMBER	QUANTITY	DELIVERY DATE
0001	3,120.00	
1001	3,120.00	
2001	3,120.00	
3001	3,120.00	
4001	3,120.00	

SECTION C - CONTRACT CLAUSES

C.1 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

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

(End of Clause)

C.2 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 days prior to the end of the Period of Performance; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 30 days before the contract expires. The preliminary notice does not commit the Government to an extension.

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

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed thirty (30) months.

(End of Clause)

C.3 52.219-27 NOTICE OF SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS SET-ASIDE (NOV 2011)

(a) *Definition.* "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).

(b) *Applicability.* This clause applies only to—

(1) Contracts that have been set aside or reserved for service-disabled veteran-owned small business concerns;

(2) Part or parts of a multiple-award contract that have been set aside for service-disabled veteran-owned small business concerns; and

(3) Orders set aside for service-disabled veteran-owned small business concerns under multiple-award contracts as described in 8.405-5 and 16.505(b)(2)(i)(F).

(c) General.

(1) Offers are solicited only from service-disabled veteran-owned small business concerns. Offers received from concerns that are not service-disabled veteran-owned small business concerns shall not be considered.

(2) Any award resulting from this solicitation will be made to a service-disabled veteran-owned small business concern.

(d) *Agreement.* A service-disabled veteran-owned small business concern agrees that in the performance of the contract, in the case of a contract for—

(1) Services (except construction), at least 50 percent of the cost of personnel for contract performance will be spent for employees of the concern or employees of other service-disabled veteran-owned small business concerns;

(2) Supplies (other than acquisition from a nonmanufacturer of the supplies), at least 50 percent of the cost of manufacturing, excluding the cost of materials, will be performed by the concern or other service-disabled veteran-owned small business concerns;

(3) General construction, at least 15 percent of the cost of the contract performance incurred for personnel will be spent on the concern's employees or the employees of other service-disabled veteran-owned small business concerns; or

(4) Construction by special trade contractors, at least 25 percent of the cost of the contract performance incurred for personnel will be spent on the concern's employees or the employees of other service-disabled veteran-owned small business concerns.

(e) A joint venture may be considered a service-disabled veteran owned small business concern if—

(1) At least one member of the joint venture is a service-disabled veteran-owned small business concern, and makes the following representations: That it is a service-disabled veteran-owned small business concern, and that it is a small business concern under the North American Industry Classification Systems (NAICS) code assigned to the procurement;

(2) Each other concern is small under the size standard corresponding to the NAICS code assigned to the procurement; and

(3) The joint venture meets the requirements of paragraph 7 of the explanation of Affiliates in 19.101 of the Federal Acquisition Regulation.

(4) The joint venture meets the requirements of 13 CFR 125.15(b)

(f) Any service-disabled veteran-owned small business concern (nonmanufacturer) must meet the requirements in 19.102(f) of the Federal Acquisition Regulation to receive a benefit under this program.

(End of Clause)

C.4 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS—COMMERCIAL ITEMS (JAN 2018)

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

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

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

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

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

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

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

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

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

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

(5) [Reserved]

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

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

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

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

(10) [Reserved]

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

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

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

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

(13) [Reserved]

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

(ii) Alternate I (NOV 2011).

(iii) Alternate II (NOV 2011).

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

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

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

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

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

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

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

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

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

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

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

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

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

- (22) 52.219-28, Post Award Small Business Program Rerepresentation (Jul 2013) (15 U.S.C 632(a)(2)).
- (23) 52.219-29, Notice of Set-Aside for, or Sole Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (DEC 2015) (15 U.S.C. 637(m)).
- (24) 52.219-30, Notice of Set-Aside for, or Sole Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (DEC 2015) (15 U.S.C. 637(m)).
- (25) 52.222-3, Convict Labor (June 2003) (E.O. 11755).
- (26) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (JAN 2018) (E.O. 13126).
- (27) 52.222-21, Prohibition of Segregated Facilities (APR 2015).
- (28) 52.222-26, Equal Opportunity (SEP 2016) (E.O. 11246).
- (29) 52.222-35, Equal Opportunity for Veterans (OCT 2015) (38 U.S.C. 4212).
- (30) 52.222-36, Equal Opportunity for Workers with Disabilities (JUL 2014) (29 U.S.C. 793).
- (31) 52.222-37, Employment Reports on Veterans (FEB 2016) (38 U.S.C. 4212).
- (32) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496).
- (33)(i) 52.222-50, Combating Trafficking in Persons (MAR 2015) (22 U.S.C. chapter 78 and E.O. 13627).
- (ii) Alternate I (MAR 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).
- (34) 52.222-54, Employment Eligibility Verification (OCT 2015). (E. O. 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)
- (35)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (May 2008) (42 U.S.C.6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- (ii) Alternate I (MAY 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- (36) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (JUN 2016) (E.O. 13693).
- (37) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (JUN 2016) (E.O. 13693).
- (38)(i) 52.223-13, Acquisition of EPEAT®-Registered Imaging Equipment (JUN 2014) (E.O.s 13423 and 13514).

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Employee Class Monetary Wage-Fringe Benefits

(4) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards—Price Adjustment (Multiple Year and Option Contracts) (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

(5) 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards—Price Adjustment (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

(6) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements (MAY 2014) (41 U.S.C. chapter 67).

(7) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services—Requirements (MAY 2014) (41 U.S.C. chapter 67).

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- (vi) 52.222–26, Equal Opportunity (SEP 2016) (E.O. 11246).
 - (vii) 52.222-35, Equal Opportunity for Veterans (OCT 2015) (38 U.S.C. 4212).
 - (viii) 52.222-36, Equal Opportunity for Workers with Disabilities (JUL 2014) (29 U.S.C. 793).
 - (ix) 52.222-37, Employment Reports on Veterans (FEB 2016) (38 U.S.C. 4212).
 - (x) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.
 - (xi) 52.222-41, Service Contract Labor Standards (MAY 2014) (41 U.S.C. chapter 67).
 - (xii)(A) 52.222-50, Combating Trafficking in Persons (MAR 2015) (22 U.S.C. chapter 78 and E.O. 13627).
 - (B) Alternate I (MAR 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).
 - (xiii) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements (MAY 2014) (41 U.S.C. chapter 67).
 - (xiv) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services—Requirements (MAY 2014) (41 U.S.C. chapter 67).
 - (xv) 52.222-54, Employment Eligibility Verification (OCT 2015) (E. O. 12989).
 - (xvi) 52.222-55, Minimum Wages Under Executive Order 13658 (DEC 2015).
 - (xvii) 52.222-62 Paid Sick Leave Under Executive Order 13706 (JAN 2017) (E.O. 13706).
 - (xviii)(A) 52.224-3, Privacy Training (JAN 2017) (5 U.S.C. 552a).
 - (B) Alternate I (JAN 2017) of 52.224-3.
 - (xix) 52.225–26, Contractors Performing Private Security Functions Outside the United States (OCT 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).
 - (xx) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (MAY 2014) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.
 - (xxi) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.
- (2) While not required, the Contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of Clause)

C.5 52.232-40 PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS (DEC 2013)

(a) Upon receipt of accelerated payments from the Government, the Contractor shall make accelerated payments to its small business subcontractors under this contract, to the maximum extent practicable and prior to when such payment is otherwise required under the applicable contract or subcontract, after receipt of a proper invoice and all other required documentation from the small business subcontractor.

(b) The acceleration of payments under this clause does not provide any new rights under the Prompt Payment Act.

(c) Include the substance of this clause, including this paragraph (c), in all subcontracts with small business concerns, including subcontracts with small business concerns for the acquisition of commercial items.

(End of Clause)

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

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

(End of Clause)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(End of Clause)

C.9 VAAR 852.237-7 INDEMNIFICATION AND MEDICAL LIABILITY INSURANCE (JAN 2008)

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

* _____ . However, if the Contractor is an entity or a subdivision of a State that either provides for self-insurance or limits the liability or the amount of insurance purchased by State entities, then the insurance requirement of this contract shall be fulfilled by incorporating the provisions of the applicable State law.

* Amounts are listed below:

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

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

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

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

* Amounts from paragraph (a) above:

\$1 million per occurrence, \$3 million in aggregate or types and amounts as required within the applicable jurisdiction, whichever is higher.

(End of Clause)

C.10 VAAR 852.237-70 CONTRACTOR RESPONSIBILITIES (APR 1984)

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

(End of Clause)

C.11 52.204-9 PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2011)

(a) The Contractor shall comply with agency personal identity verification procedures identified in the contract that implement Homeland Security Presidential Directive-12 (HSPD-12), Office of Management and Budget (OMB) guidance M-05-24, and Federal Information Processing Standards Publication (FIPS PUB) Number 201.

(b) The Contractor shall account for all forms of Government-provided identification issued to the Contractor employees in connection with performance under this contract. The Contractor shall return such identification to the issuing agency at the earliest of any of the following, unless otherwise determined by the Government:

- (1) When no longer needed for contract performance.
- (2) Upon completion of the Contractor employee's employment.
- (3) Upon contract completion or termination.

(c) The Contracting Officer may delay final payment under a contract if the Contractor fails to comply with these requirements.

(d) The Contractor shall insert the substance of this clause, including this paragraph (d), in all subcontracts when the subcontractor's employees are required to have routine physical access to a Federally-controlled facility and/or routine access to a Federally-controlled information system. It shall be the responsibility of the prime Contractor to return such identification to the issuing agency in

accordance with the terms set forth in paragraph (b) of this section, unless otherwise approved in writing by the Contracting Officer.

(End of Clause)

C.12 52.224-1 PRIVACY ACT NOTIFICATION (APR 1984)

The Contractor will be required to design, develop, or operate a system of records on individuals, to accomplish an agency function subject to the Privacy Act of 1974, Public Law 93-579, December 31, 1974 (5 U.S.C. 552a) and applicable agency regulations. Violation of the Act may involve the imposition of criminal penalties.

(End of Clause)

C.14 SUPPLEMENTAL TASK ORDER REQUIREMENTS

C.14.1 PERSONNEL SECURITY REQUIREMENTS

1. All contracted personnel who require access to the Department of Veterans Affairs' shall be the subject of a Security Screening. All contracted personnel who require access to the Department of Veterans Affairs' computer systems shall be the subject of a background investigation (BGI), unless specifically exempted IAW VA Handbook 0710. This requirement is applicable to all subcontractor personnel requiring the same access. In all cases, access (physical and computer) cannot be granted until officially notified by Security Investigations Center (SIC), Little Rock, Arkansas. Access can be granted prior to receiving final adjudication results.
 2. The position sensitivity for each contracted position is determined by the VA utilizing the Position Designation System and Automated Tool (PDAT). Each position will be designated at the high, moderate, or low risk level, depending on the position's potential for adverse impact to the integrity and efficiency of the services (5 CFR 731.106). Risk levels determine what level of investigation is required.
 3. The level of background investigation is commensurate with the required level of access. It may be either a Special Agreement Check (SAC), National Agency Check with Written Inquiries (NACI) (low risk), Moderate Background Investigation (MBI) (moderate risk), or Background Investigation (high risk). Non-citizen contracted personnel appointed to low risk positions will be subject to a National Agency Check with Law Enforcement and Credit Check (NACL). The Department of Veterans Affairs has determined this task order requires the following level of investigations:
 - SAC
 - NACI = \$279.00
 - NACL
 - MBI
 - BI
- a. The Contractor shall bear the expense of the background investigation, regardless of the final adjudication determination. If the investigation is conducted by the Office of Personnel Management (OPM) through the VA, the contractor shall reimburse the VA within 30 days. When notified of an unfavorable determination by the Government, the contractor shall withdraw its employee from task order performance.
 - b. Failure to comply with security requirements shall result in termination of the task order for default.

- c. The Department of Veterans Affairs (VA) PIV Program Office has implemented the Personal Identity Verification (PIV) program across the enterprise to more than 200 VA sites. The Contractor PIV Card at a minimum requires contracted personnel to be fingerprinted and have a favorable adjudication completed prior to its issue.
- d. Identification badges shall be worn on the front of outer garments at all times while on duty at the VAMC.
- e. Upon receiving the award and throughout the term of the task order, the contractor and Government will adhere to VA background investigation procedures. The following steps outline the background investigation process in accordance with VA SOP 300-010-01:

STEP ONE: Complete Background Investigation Request Worksheet: Within five business days of receiving the award letter, the contractor shall submit a completed Background Investigation Request Worksheet that lists all contractor employees who will be working on the task order to the Contracting Officer or COR via password protected or encrypted e-mail or fax. Note: due to the personal information contained in the Background Investigation Request Worksheet, the information must be sent in a secure manner. Documents containing social security numbers should not be emailed unless the e-mail is encrypted.

Within five business days of receiving the Background Investigation Request Worksheet, the VSC Personnel Security Office will enter a background investigation request into the VA Security Investigation Center (SIC) Contractor Request Database (CRD) for each contractor employee. When the request is entered, an automated "initial" e-mail is sent to the contractor point of contact listed on the Background Investigation Request Worksheet. The automated e-mail identifies the background investigation level requested and provides a website link with further instructions.

If a contractor employee has a background investigation from another federal agency, it may be reciprocated as long as the background investigation meets the appropriate level designated in the current statement of work and has occurred within the last five years with a favorable adjudication and no break in service. Please be aware that any public trust case that is older than two years and does not have a favorable adjudication cannot be reciprocated unless it was a no issue case.

VSC Personnel Security Office staff will coordinate with the VA Security and Investigations Center (SIC) staff to verify reciprocity. If the contractor employee receives the automated email from the VA SIC CRD and believes he/she may be eligible for reciprocity, please contact the VA SIC using the contact information in the e-mail. Reciprocity is NOT automatic. If a background investigation can be reciprocated, the VA SIC will send an email notification to the contractor.

Note: As contract personnel are added to the task order, the Background Investigation Request Worksheet must be updated and submitted to the VSC Personnel Security Office so that a background investigation can be initiated. The additional contract employee cannot start work until all security requirements listed in this letter are completed.

STEP TWO: Complete Special Agreement Check (SAC) (Fingerprinting): All contractor employees are required to be fingerprinted within 14 calendar days of the award notice, except for those who received an e-mail from the VA SIC confirming reciprocity. Courtesy electronic fingerprints can be obtained at

some VA facilities. Contact the Contracting Officer or COR to schedule a fingerprinting appointment at a VA facility as soon as possible. Each contractor employee shall take a copy of the VHA Special Agreement Check (SAC) Memorandum to the fingerprinting appointment and complete it. Completed forms shall be faxed to the VSC Personnel Security Office at (216) 447-8020 the same day the contractor employee is fingerprinted.

OPM sends the results of the SAC to the VSC Personnel Security Office within 5 days. The VSC Personnel Security Office reviews the results and makes an adjudication recommendation to the CO within 10 days, who will inform the Contractor POC of the outcome.

STEP THREE: Complete and Submit Background Investigation Documents: Upon receipt of the automated e-mail from the VA SIC CRD (see Step One), each contractor employee who did not receive a reciprocation notice, must complete and submit the required documents to the VA SIC within five business days. The submission address will be provided in the automated e-mail. Do not send completed documents to the VA SIC before being fingerprinted or before receiving the initial automated e-mail – THE DOCUMENTS WILL BE RETURNED.

The VA SIC reviews the documents within seven business days for completion and accuracy. If the documents do not contain any errors, the VA SIC forwards them to the Office of Personnel Management (OPM) to conduct the background investigation. If the documents contain errors, the VA SIC will return them to the contractor with corrective instructions. The corrections must be made immediately and sent back to the VA SIC. Once the documents are completed correctly and VA SIC forwards them to OPM, an automated e-mail is sent to the contractor point of contact stating that the background investigation has been “initiated.”

STEP FOUR: Obtain Personal Identity Verification (PIV) Card (Security Badge): In order to be eligible to receive a PIV Card, the contractor employee must have both a favorable SAC completion and an initiated background investigation (or reciprocation). Within five business days of reciprocation or receiving notice of initiated background investigation and favorable SAC adjudication, the contractor employee must complete the VHA Service Center Contractor PIV Sponsorship Form and submit it to the Contracting Officer or COR.

STEP FIVE: Complete Required Training and Sign Contractor Rules of Behavior: All contractor employees shall complete the training indicated in the solicitation. The contractor shall provide copies of training certificates for each employee within five business days of reciprocation or receiving notice of initiated background investigation and favorable SAC adjudication contractor and annually thereafter to the Contracting Officer or COR.

C.14.2 VA INFORMATION AND INFORMATION SYSTEM SECURITY/PRIVACY (VA HANDBOOK 6500.6, APPENDIX C (MARCH 12, 2010))

1. GENERAL

Contractors, contractor personnel, subcontractors, and subcontractor personnel shall be subject to the same Federal laws, regulations, standards, and VA Directives and Handbooks as VA and VA personnel regarding information and information system security.

2. ACCESS TO VA INFORMATION AND VA INFORMATION SYSTEMS

a. A contractor/subcontractor shall request logical (technical) or physical access to VA information and VA information systems for their employees, subcontractors, and affiliates only to the extent necessary to perform the services specified in the contract, agreement, or task order.

b. All contractors, subcontractors, and third-party servicers and associates working with VA information are subject to the same investigative requirements as those of VA appointees or employees who have access to the same types of information. The level and process of background security investigations for contractors must be in accordance with VA Directive and Handbook 0710, *Personnel Suitability and Security Program*. The Office for Operations, Security, and Preparedness is responsible for these policies and procedures.

c. Not applicable per ISO determination IAW VA Handbook 6500.6 Appendix A.

d. Not applicable per ISO determination IAW VA Handbook 6500.6 Appendix A.

e. The contractor or subcontractor must notify the Contracting Officer immediately when an employee working on a VA system or with access to VA information is reassigned or leaves the contractor or subcontractor's employ. The Contracting Officer must also be notified immediately by the contractor or subcontractor prior to an unfriendly termination.

3. VA INFORMATION CUSTODIAL LANGUAGE

a. Information made available to the contractor or subcontractor by VA for the performance or administration of this contract or information developed by the contractor/subcontractor in performance or administration of the task order shall be used only for those purposes and shall not be used in any other way without the prior written agreement of the VA. This clause expressly limits the contractor/subcontractor's rights to use data as described in Rights in Data - General, FAR 52.227-14(d) (1).

b. Not applicable per ISO determination IAW VA Handbook 6500.6 Appendix A.

c. Prior to termination or completion of this task order, contractor/subcontractor must not destroy information received from VA, or gathered/created by the contractor in the course of performing this task order without prior written approval by the VA. Any data destruction done on behalf of VA by a contractor/subcontractor must be done in accordance with National Archives and

Records Administration (NARA) requirements as outlined in VA Directive 6300, *Records and Information Management* and its Handbook 6300.1 *Records Management Procedures*, applicable VA Records Control Schedules, and VA Handbook 6500.1, *Electronic Media Sanitization*. Self-certification by the contractor that the data destruction requirements above have been met must be sent to the VA Contracting Officer within 30 days of termination of the task order.

d. The contractor/subcontractor must receive, gather, store, back up, maintain, use, disclose and dispose of VA information only in compliance with the terms of the task order and applicable Federal and VA information confidentiality and security laws, regulations and policies. If Federal or VA information confidentiality and security laws, regulations and policies become applicable to the VA information or information systems after execution of the task order, or if NIST issues or updates applicable FIPS or Special Publications (SP) after execution of this task order, the parties agree to negotiate in good faith to implement the information confidentiality and security laws, regulations and policies in this task order.

e. The contractor/subcontractor shall not make copies of VA information except as authorized and necessary to perform the terms of the agreement or to preserve electronic information stored on contractor/subcontractor electronic storage media for restoration in case any electronic equipment or data used by the contractor/subcontractor needs to be restored to an operating state. If copies are made for restoration purposes, after the restoration is complete, the copies must be appropriately destroyed.

f. If VA determines that the contractor has violated any of the information confidentiality, privacy, and security provisions of the task order, it shall be sufficient grounds for VA to withhold payment to the contractor or third party or terminate the task order for default or terminate for cause under Federal Acquisition Regulation (FAR) part 12.

g. Not applicable per ISO determination IAW VA Handbook 6500.6 Appendix A.

h. Not applicable per ISO determination IAW VA Handbook 6500.6 Appendix A.

i. Not applicable per ISO determination IAW VA Handbook 6500.6 Appendix A.

j. Except for uses and disclosures of VA information authorized by this task order for performance of the task order, the contractor/subcontractor may use and disclose VA information only in two other situations: (i) in response to a qualifying order of a court of competent jurisdiction, or (ii) with VA's prior written approval. The contractor/subcontractor must refer all requests for, demands for production of, or inquiries about, VA information and information systems to the VA contracting officer for response.

k. Notwithstanding the provision above, the contractor/subcontractor shall not release VA records protected by Title 38 U.S.C. 5705, confidentiality of medical quality assurance records and/or Title 38 U.S.C. 7332, confidentiality of certain health records pertaining to drug addiction, sickle cell anemia, alcoholism or alcohol abuse, or infection with human immunodeficiency virus. If the contractor/subcontractor is in receipt of a court order or other requests for the above mentioned information, that contractor/subcontractor shall immediately refer such court orders or other requests to the VA contracting officer for response. For service that involves the storage, generating,

transmitting, or exchanging of VA sensitive information but does not require C&A or an MOU-ISA for system interconnection, the contractor/subcontractor must complete a Contractor Security Control Assessment (CSCA) on a yearly basis and provide it to the COR.

4. INFORMATION SYSTEM DESIGN AND DEVELOPMENT

Not applicable per ISO determination IAW VA Handbook 6500.6 Appendix A.

5. INFORMATION SYSTEM HOSTING, OPERATION, MAINTENANCE, OR USE

Not applicable per ISO determination IAW VA Handbook 6500.6 Appendix A.

6. SECURITY INCIDENT INVESTIGATION

a. The term “security incident” means an event that has, or could have, resulted in unauthorized access to, loss or damage to VA assets, or sensitive information, or an action that breaches VA security procedures. The contractor/subcontractor shall immediately notify the COR and simultaneously, the designated ISO and Privacy Officer for the contract of any known or suspected security/privacy incidents, or any unauthorized disclosure of sensitive information, including that contained in system(s) to which the contractor/subcontractor has access.

b. To the extent known by the contractor/subcontractor, the contractor/subcontractor’s notice to VA shall identify the information involved, the circumstances surrounding the incident (including to whom, how, when, and where the VA information or assets were placed at risk or compromised), and any other information that the contractor/subcontractor considers relevant.

c. Not applicable per ISO determination IAW VA Handbook 6500.6 Appendix A.

d. Not applicable per ISO determination IAW VA Handbook 6500.6 Appendix A.

7. LIQUIDATED DAMAGES FOR DATA BREACH

a. Consistent with the requirements of 38 U.S.C. §5725, a task order may require access to sensitive personal information. If so, the contractor is liable to VA for liquidated damages in the event of a data breach or privacy incident involving any SPI the contractor/subcontractor processes or maintains under this task order.

b. The contractor/subcontractor shall provide notice to VA of a “security incident” as set forth in the Security Incident Investigation section above. Upon such notification, VA must secure from a non-Department entity or the VA Office of Inspector General an independent risk analysis of the data breach to determine the level of risk associated with the data breach for the potential misuse of any sensitive personal information involved in the data breach. The term 'data breach' means the loss, theft, or other unauthorized access, or any access other than that incidental to the scope of employment, to data containing sensitive personal information, in electronic or printed form, that

results in the potential compromise of the confidentiality or integrity of the data. Contractor shall fully cooperate with the entity performing the risk analysis. Failure to cooperate may be deemed a material breach and grounds for contract termination.

c. Each risk analysis shall address all relevant information concerning the data breach, including the following:

- i. Nature of the event (loss, theft, unauthorized access);
- ii. Description of the event, including:
 1. date of occurrence;
 2. data elements involved, including any PII, such as full name, social security number, date of birth, home address, account number, disability code;
- iii. Number of individuals affected or potentially affected;
- iv. Names of individuals or groups affected or potentially affected;
- v. Ease of logical data access to the lost, stolen or improperly accessed data in light of the degree of protection for the data, e.g., unencrypted, plain text;
- vi. Amount of time the data has been out of VA control;
- vii. The likelihood that the sensitive personal information will or has been compromised (made accessible to and usable by unauthorized persons);
- viii. Known misuses of data containing sensitive personal information, if any;
- ix. Assessment of the potential harm to the affected individuals;
- x. Data breach analysis as outlined in 6500.2 Handbook, *Management of Security and Privacy Incidents*, as appropriate; and
- xi. Whether credit protection services may assist record subjects in avoiding or mitigating the results of identity theft based on the sensitive personal information that may have been compromised.

d. Based on the determinations of the independent risk analysis, the contractor shall be responsible for paying to the VA liquidated damages in the amount of \$ 37.50 per affected individual to cover the cost of providing credit protection services to affected individuals consisting of the following:

- i. Notification;
- ii. One year of credit monitoring services consisting of automatic daily monitoring of at least 3 relevant credit bureau reports;
- iii. Data breach analysis;

- iv. Fraud resolution services, including writing dispute letters, initiating fraud alerts and credit freezes, to assist affected individuals to bring matters to resolution;
- v. One year of identity theft insurance with \$20,000.00 coverage at \$0 deductible; and
- vi. Necessary legal expenses the subjects may incur to repair falsified or damaged credit records, histories, or financial affairs.

8. SECURITY CONTROLS COMPLIANCE TESTING

Not applicable per ISO determination IAW VA Handbook 6500.6 Appendix A.

9. TRAINING

a. All contracted personnel requiring access to VA information and VA information systems shall complete the following before being granted access to VA information and its systems:

- i. Successfully complete the *VA Privacy and Information Security Awareness and Rules of Behavior* training course in TMS (initially and annually thereafter);
- ii. Successfully complete the *Privacy and HIPAA* training course in TMS (initially and annually thereafter); and
- iii. Successfully complete any additional cyber security or privacy training, as required for VA personnel with equivalent information system access *[to be defined by the VA program official and provided to the contracting officer for inclusion in the solicitation document – e.g., any role-based information security training required in accordance with NIST Special Publication 800-16, Information Technology Security Training Requirements.]* None required at this time.

b. The Contractor shall provide to the contracting officer and/or the COR a copy of all training certificates and each applicable employee within 1 week of the initiation of the task order and annually thereafter, as required.

c. Failure to complete the mandatory annual training, within the timeframe required, is grounds for suspension or termination of all physical or electronic access privileges and removal from work on the task order until such time as the training and documents are complete.

10. Appendix D, Contractor Rules of Behavior

a. Contractor shall acknowledge by signing VA Handbook 6500.6 Appendix D, Contractor Rules of Behavior dated March 12, 2010.

11. Records Management Requirements

- a. Citations to pertinent laws, codes and regulations such as 44 U.S.C chapters 21, 29, 31 and 33; Freedom of Information Act (5 U.S.C. 552); Privacy Act (5 U.S.C. 552a); 36 CFR Part 1222 and Part 1228.

- b. Contractor shall treat all deliverables under the contract as the property of the U.S. Government for which the Government Agency shall have unlimited rights to use, dispose of, or disclose such data contained therein as it determines to be in the public interest.
- c. Contractor shall not create or maintain any records that are not specifically tied to or authorized by the contract using Government IT equipment and/or Government records.
- d. Contractor shall not retain, use, sell, or disseminate copies of any deliverable that contains information covered by the Privacy Act of 1974 or that which is generally protected by the Freedom of Information Act.
- e. Contractor shall not create or maintain any records containing any Government Agency records that are not specifically tied to or authorized by the contract.
- f. The Government Agency owns the rights to all data/records produced as part of this contract.
- g. The Government Agency owns the rights to all electronic information (electronic data, electronic information systems, electronic databases, etc.) and all supporting documentation created as part of this contract. Contractor must deliver sufficient technical documentation with all data deliverables to permit the agency to use the data.
- h. Contractor agrees to comply with Federal and Agency records management policies, including those policies associated with the safeguarding of records covered by the Privacy Act of 1974. These policies include the preservation of all records created or received regardless of format [paper, electronic, etc.] or mode of transmission [e-mail, fax, etc.] or state of completion [draft, final, etc.].
- i. No disposition of documents will be allowed without the prior written consent of the Contracting Officer. The Agency and its contractors are responsible for preventing the alienation or unauthorized destruction of records, including all forms of mutilation. Willful and unlawful destruction, damage or alienation of Federal records is subject to the fines and penalties imposed by 18 U.S.C. 2701. Records may not be removed from the legal custody of the Agency or destroyed without regard to the provisions of the agency records schedules.
- j. Contractor is required to obtain the Contracting Officer's approval prior to engaging in any contractual relationship (sub-contractor) in support of this contract requiring the disclosure of information, documentary material and/or records generated under, or relating to, this contract. The Contractor (and any sub-contractor) is required to abide by Government and Agency guidance for protecting sensitive and proprietary information.

SECTION D - CONTRACT DOCUMENTS, EXHIBITS, OR ATTACHMENTS

The contractor will be evaluated in accordance with the following:

1. PURPOSE

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

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

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

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

2. GOVERNMENT ROLES AND RESPONSIBILITIES

The following personnel shall oversee and coordinate surveillance activities.

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

Assigned CO:

Organization or Agency:

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:

Organization or Agency:

3. CONTRACTOR REPRESENTATIVES

The following employee(s) of the contractor serve as the contractor's program manager(s) for this contract.

PRIMARY:

ALTERNATE:

4. PERFORMANCE STANDARDS

The contractor is responsible for performance of ALL terms and conditions of the contract. CORs will provide contract progress reports quarterly to the CO reflecting performance on this plan and all other aspects of the resultant contract. The performance standards outlined in this QASP shall be used to determine the level of contractor performance in the elements defined. Performance standards define desired services. The Government performs surveillance to determine the level of Contractor performance to these standards.

The Performance Requirements are listed below in Section 6. The Government shall use these standards to determine contractor performance and shall compare contractor performance to the standard and assign a rating. At the end of the performance period, these ratings will be used, in part, to establish the past performance of the contractor on the contract.

5. INCENTIVES/DEDUCTS

The Government shall use past performance as incentives. Incentives shall be based on ratings received on the performance standards

6. METHODS OF QA SURVEILLANCE

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

- a. **DIRECT OBSERVATION.** 100% surveillance: (See below for complete information)
- b. **PERIODIC INSPECTION.** Inspections scheduled and reported quarterly per COR delegation or as needed. Agency staff shall be inspected concurrently with VA staff during the conduct of tracer activities. Deficiencies noted by agency staff shall be reported to the agency for corrective action to assure non-reoccurrence.
- c. **VALIDATED USER/CUSTOMER COMPLAINTS.** Manager/charge nurse complaints of performance or conduct will be reported to agency leadership for corrective action. Reoccurrence will result in termination from the contract.
- d. **RANDOM SAMPLING.** The tracer reports conducted by Quality Management qualify as a random sampling of contract compliance with directives and protocols. Non-compliance issues will be addressed with agency leadership for corrective action or removal from the contract.
- e. **Verification and/or documentation provided by Contractor.** The contractor shall provide invoices with hours perform per unit/clinic and detailed list of agency staff who worked in each unit and the shift where services were performed. Contractor shall insure that all timecards are signed, and that hours are legible including the unit of assigned work. Hours per unit and total hours shall be totaled for each week where services were performed.

SAMPLE PERFORMANCE MEASURES

Measures	PWS Reference	Performance Requirement	Standard	Acceptable Quality Level	Surveillance Method	Incentive	Disincentive/Deduct
1 - Qualifications of Key Personnel	2.7; 4.5.3.1.	Contractor's staff shall have current certifications in accordance with PWS requirements.	All (100%) Contractor's staff are certified in accordance with the PWS..	90%	Random Inspection of qualification documents	Favorable contactor performance evaluation.	Unfavorable contractor performance evaluation.
2 - Scope of Practice/Privileging	4.5.3.2.	Contractor's staff perform within their individual scopes of practice.	All (100%) Contractor's staff perform within their scope of practice 100% of the time.	90%	Random Inspection of records.	Favorable contactor performance evaluation.	Unfavorable contractor performance evaluation.
3- Patient Access	3.1; 3.2; 4.4.6.2; 4.5.3.3.	Contractor's staff shall be available and in location as needed to properly perform tasks as specified.	All (100%) Contractor's staff are on time and available to perform services.	90% Contractor's staff perform within their scope of practice	Periodic Sampling of Time and Attendance Sheets	Favorable contactor performance evaluation.	Unfavorable contractor performance evaluation
4 - Patient Safety	4.4.7.4.; 4.5.3.4.	Patient safety incidents shall to be reported using Patient Safety Report. All incidents reported immediately (within 24 hours.)	All (100%) of patient safety incidents are reported using Patient Safety Report within 24 hours of incident.	Contractor's staff are on-time and available to perform services 90% of the time as previously scheduled	Direct Observation	Favorable contactor performance evaluation.	Unfavorable contractor performance evaluation
5 - Maintains licensing, registration, and certification	2.2.1; 4.5.3.5.	Updated Licensing, registration and certification shall be provided as they are renewed. Licensing and registration	All (100%) licensing, registration(s) and certification(s) for Contractor's staff (s) shall be provided	100% of patient safety incidents are reported using Patient Safety Report within 24 hours of incident..	Periodic Sampling and Random Sampling	Favorable contactor performance evaluation.	Unfavorable contractor performance evaluation.

		information kept current.	as they are renewed. Licensing and registration information kept current.				
6 - Mandatory Training	6.3; 4.5.3.6.	Contractor shall complete all required training per VAMC policy	All (100%) of required training is complete on time by Contractor's staff.	100% licensing, registration(s) and certification(s) for Contractor's staff shall be provided as they are renewed. Licensing and registration information kept current. No acceptable deviation.	Periodic Sampling	Favorable contractor performance evaluation.	Unfavorable contractor performance evaluation
7 - Privacy, Confidentiality and HIPAA	4.4.2; 4.5.3.7.	Contractor is aware of all laws, regulations, policies and procedures relating to Privacy, Confidentiality and HIPAA and complies with all standards Zero breaches of privacy or confidentiality	All (100%) Contractor's staff comply with all laws, regulations, policies and procedures relating to Privacy, Confidentiality and HIPAA	100% completions,	Contractor shall provide evidence of annual training required by VAMC, reports violations per VA Directive 6500.6.	Favorable contractor performance evaluation.	Unfavorable contractor performance evaluation

7. DOCUMENTING PERFORMANCE

- a. The Government shall document positive and/or negative performance. Any report may become a part of the supporting documentation for any contractual action and preparing annual past performance using CONTRACTOR PERFORMANCE ASSESSMENT REPORT (CPAR).
- b. If contractor performance does not meet the Acceptable Quality level, the CO shall inform the contractor. This will normally be in writing unless circumstances necessitate verbal communication. In any case the CO shall document the discussion and place it in the contract file. When the COR and the CO determines formal written communication is required, the COR shall prepare a Contract Discrepancy Report (CDR), and present it to CO. The CO will in turn review and will present to the contractor's program manager for corrective action.

The contractor shall acknowledge receipt of the CDR in writing. The CDR will specify if the contractor is required to prepare a corrective action plan to document how the contractor shall correct the unacceptable performance and avoid a recurrence. The CDR will also state how long after receipt the contractor has to present this corrective action plan to the CO. The Government shall review the contractor's corrective action plan to determine acceptability. The CO shall also assure that the contractor receives impartial, fair, and equitable treatment. The CO is ultimately responsible for the final determination of the adequacy of the contractor's performance and the acceptability of the Contractor's corrective action plan.

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

CONTRACT DISCREPANCY REPORT

1. CONTRACT NUMBER		2. REPORT NUMBER FOR THIS DISCREPANCY	
3. TO: <i>(Contracting Officer)</i>		4. FROM: <i>(Name of COR)</i>	
5. DATES			
a. CDR PREPARED	b. RETURNED BY CONTRACTOR:	c. ACTION COMPLETE	
6. DISCREPANCY OR PROBLEM <i>(Describe in detail. Include reference to PWS Directive; attach continuation sheet if necessary.)</i>			
7. SIGNATURE OF COR		Date:	
8. SIGNATURE OF CONTRACTING OFFICER		Date:	
9a. TO <i>(Contracting Officer)</i>		9a. FROM <i>(Contractor)</i>	
10. CONTRACTOR RESPONSE AS TO CAUSE, CORRECTIVE ACTION AND ACTIONS TO PREVENT RECURRENCE. <i>(Cite applicable quality control program procedures or new procedures. Attach continuation sheet(s) if necessary.)</i>			
11. SIGNATURE OF CONTRACTOR REPRESENTATIVE		Date:	

12. GOVERNMENT EVALUATION. *(Acceptance, partial acceptance, reflection. Attach continuation sheet(s) if necessary.)*

13. GOVERNMENT ACTIONS *(Acceptance, partial acceptance, reflection. Attach continuation sheet(s) if necessary.)*

14. CLOSE OUT

	NAME	TITLE	SIGNATURE	DATE
CONTRACTOR NOTIFIED				
COR				
CONTRACTING OFFICER				

9. FREQUENCY OF MEASUREMENT

a. Frequency of Measurement. The frequency of measurement is defined in the contract or otherwise in this document. The government (COR or CO) will periodically analyze whether the frequency of surveillance is appropriate for the work being performed.

b. Frequency of Performance Reporting. The COR shall communicate with the Contractor and will provide written reports to the Contracting Officer quarterly (or as outlined in the contract or COR delegation) to review Contractor performance.

10. COR AND CONTRACTOR ACKNOWLEDGEMENT OF QASP

SIGNED:

COR NAME/TITLE

DATE

SIGNED:

CONTRACTOR NAME/TITLE

DATE

See attached document: 1660.03 Conflict of Interest.

SECTION E - SOLICITATION PROVISIONS

E.1 52.209-5 CERTIFICATION REGARDING RESPONSIBILITY MATTERS (OCT 2015)

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

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

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

(B) Have have not , within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) contract or subcontract; violation of Federal or State antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property (if offeror checks "have," the offeror shall also see 52.209-7, if included in this solicitation);

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

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

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

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

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

(2) *Examples.*

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

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

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

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

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

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

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

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

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

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

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

(End of Provision)

E.2 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:

Technical
Past Performance
Price
Socio-Economic Status

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

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

(End of Provision)

E.3 SUPPLEMENTAL INSTRUCTIONS TO OFFERORS

When submitting your offer, be sure to:

1. Complete Box 12, 17, 30a of the SF 1449;
2. Complete in Section B Table of Prices—submit firm-fixed prices for the labor CLINs
3. Complete contractor representatives, Primary and Alternate in QASP document;
4. Submit copies or evidence of the Nurses:
 - a. Education, training, licensure (active and inactive) and certification documents (e.g., Board certification/or representation if Board eligible), ACLS and BLS certification);
 - b. Previous malpractice claims and decisions;
 - c. Written references/evaluations from at least three of the candidates previous employers, managers, or supervisors. The references provided shall indicate objective statements regarding the candidates technical and professional skills and capabilities within the past 2 years. Contact information for each reference should include: name, title, phone number, email address, and duration of association with the candidate (e.g., length of time the reference worked with, supervised, or mentored the candidate);
 - d. Relevant VA experience (e.g., background investigation results, Talent Management System (TMS) training certificates, etc.);
 - e. Printout showing the Candidates are not listed on OIG's List of Excluded Individuals/Entities;

- f. English proficiency: an attestation from the Offeror or the Nurse indicating that the Nurse is proficient in the English language will suffice;
- g. and, upon the Government's request, Medical documentation confirming that the candidates have, within the past 12 months, had screenings, titers, immune status profile, etc. for:
 - i. MMR-V titers (measles, mumps, rubella, varicella either separately or combined in a profile);
 - ii. Tetanus/Diphtheria/Pertussis (Tetanus with or without the Diphtheria/Pertussis);
 - iii. Hepatitis A titer or documentation of shot series;
 - iv. Hepatitis B titer or documentation of shot series;
 - v. Tuberculosis screening as Mantoux, Quantiferon gold or Chest X-ray if positive PPD
 - vi. Other vaccinations if indicated
 - vii. Immune status

5. Provide the Nurse's primary residences address (city and state).

Please note: if any of the information requested in items 1 – 5 above are not provided in the offeror's original quote, then the offeror's quote may be rejected.

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

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

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

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

Forced or indentured child labor means all work or service—

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

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

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

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

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

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

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

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

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

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

(1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;

(2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;

(3) Consist of providing goods or services to marginalized populations of Sudan;

(4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;

(5) Consist of providing goods or services that are used only to promote health or education; or

(6) Have been voluntarily suspended.

“Sensitive technology”—

(1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically—

(i) To restrict the free flow of unbiased information in Iran; or

(ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and

(2) Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit pursuant to section 203(b)(3) of the International Emergency Economic Powers Act (50 U.S.C. 1702(b)(3)).

Service-disabled veteran-owned small business concern—

(1) Means a small business concern—

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

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

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

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

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

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

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

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

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

(1) Directly by a parent corporation; or

(2) Through another subsidiary of a parent corporation.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(ii) It is, is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(6)(i) of this provision is accurate for each WOSB concern eligible under the WOSB Program participating in the joint venture. [The offeror shall enter the name or names of the

WOSB concern eligible under the WOSB Program and other small businesses that are participating in the joint venture: _____.] Each WOSB concern eligible under the WOSB Program participating in the joint venture shall submit a separate signed copy of the WOSB representation.

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

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

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

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

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

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

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

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

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

venture: _____.] Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

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

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

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

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

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

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

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

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

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

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

(2) Foreign End Products:

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

[List as necessary]

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

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

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

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

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

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

[List as necessary]

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

product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of “domestic end product.”

Other Foreign End Products:

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

[List as necessary]

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

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

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

Canadian End Products:

Line Item No.

[List as necessary]

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

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

Canadian or Israeli End Products:

Line Item No.	Country of Origin
_____	_____

_____	_____
_____	_____

[List as necessary]

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

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

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

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

[List as necessary]

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

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

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

Other End Products:

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

[List as necessary]

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

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

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

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

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

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

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

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

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

(ii) *Examples.*

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

(B) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. Sec. 6320 entitling the taxpayer to request a hearing with

the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

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

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

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

(1) *Listed end products.*

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

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

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

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

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

(2) Outside the United States.

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

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

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

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

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

TIN: _____.

TIN has been applied for.

TIN is not required because:

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

Offeror is an agency or instrumentality of a foreign government;

Offeror is an agency or instrumentality of the Federal Government.

(4) *Type of organization*.

Sole proprietorship;

Partnership;

Corporate entity (not tax-exempt);

Corporate entity (tax-exempt);

Government entity (Federal, State, or local);

Foreign government;

International organization per 26 CFR 1.6049-4;

Other _____.

(5) *Common parent*.

Offeror is not owned or controlled by a common parent;

[] Name and TIN of common parent:

Name _____.

TIN _____.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Immediate owner CAGE code: ____.

Immediate owner legal name: ____.

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

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

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

Highest-level owner CAGE code: ____.

Highest-level owner legal name: ____.

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

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

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

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

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

(2) The Offeror represents that—

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

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

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

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

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

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

Predecessor legal name: ____.

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

(s) [Reserved]

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

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

(2) Representation. [Offeror to check applicable block(s) in paragraph (t)(2)(i) and (ii)]. (i) The Offeror (itself or through its immediate owner or highest-level owner) does, does not publicly disclose greenhouse gas emissions, i.e., makes available on a publicly accessible Web site the results of a greenhouse gas inventory, performed in accordance with an accounting standard with publicly available and consistently applied criteria, such as the Greenhouse Gas Protocol Corporate Standard.

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

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

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

(u)(1) In accordance with section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions), Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with an entity that requires employees or subcontractors of such entity seeking to report waste, fraud, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

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

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

(End of Provision)

See attached document: P07- WAGE DETERMINATION - WILKES BARRE - VA244-17-R-0890 Updated.

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