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

1. REQUISITION NO.	PAGE 1 OF
612-19-1-112-0004	37

2. CONTRACT NO.	3. AWARD/EFFECTIVE DATE	4. ORDER NO.	5. SOLICITATION NUMBER	6. SOLICITATION ISSUE DATE
			36C26119Q0086	10-24-2018

7. FOR SOLICITATION INFORMATION CALL:	a. NAME	b. TELEPHONE NO. (No Collect Calls)	8. OFFER DUE DATE/LOCAL TIME
	Shannon Archer	702-791-9000 x18932	10-30-2018 1400

9. ISSUED BY CODE 00261

Department of Veterans Affairs
Network Contracting Office 21
VA Southern Nevada Healthcare System
6900 N. Pecos Road, Building 6
North Las Vegas NV 89086

10. THIS ACQUISITION IS

- ☐ UNRESTRICTED OR ☐ SET ASIDE: _____ % FOR:
- ☐ SMALL BUSINESS
- ☐ HUBZONE SMALL BUSINESS
- ☐ SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS
- ☐ WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM
- ☐ EDWOSB
- ☐ 8(A)

NAICS: 621991

SIZE STANDARD: $32.5 Million

11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED	12. DISCOUNT TERMS	13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)	13b. RATING	14. METHOD OF SOLICITATION
☐ SEE SCHEDULE	Net 30 Days	☐	N/A	☒ RFQ ☐ IFB ☐ RFP

15. DELIVER TO CODE

See Delivery Schedule

16. ADMINISTERED BY CODE 00261

Department of Veterans Affairs
Network Contracting Office 21
Southern Nevada Healthcare System
6900 N. Pecos Road, Building 6
North Las Vegas NV 89086

17a. CONTRACTOR/OFFEROR CODE _____ FACILITY CODE _____

TELEPHONE NO. DUNS: DUNS+4:

☐ 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER

18a. PAYMENT WILL BE MADE BY CODE _____

Department of Veterans Affairs
Financial Services Center

PHONE: FAX:

☐ 18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED
☐ SEE ADDENDUM

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES (See CONTINUATION Page)	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	Request for Quote for Blood & Blood By-Products Base & 4 Option Years				

(Use Reverse and/or Attach Additional Sheets as Necessary)

25. ACCOUNTING AND APPROPRIATION DATA See CONTINUATION Page

26. TOTAL AWARD AMOUNT (For Govt. Use Only)

☒ 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA ☒ ARE ☐ ARE NOT ATTACHED.

☐ 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA ☐ ARE ☐ ARE NOT ATTACHED

☐ 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN _____ COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED

☐ 29. AWARD OF CONTRACT: REF. _____ OFFER DATED _____. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN IS ACCEPTED AS TO ITEMS:

30a. SIGNATURE OF OFFEROR/CONTRACTOR	31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)

30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)	30c. DATE SIGNED	31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT)	31c. DATE SIGNED

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SECTION B - CONTINUATION OF SF 1449 BLOCKS

B.1 CONTRACT ADMINISTRATION DATA

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

a. CONTRACTOR:

b. GOVERNMENT: Contracting Officer 36C261

Department of Veterans Affairs

Network Contracting Office 21

VA Southern Nevada Healthcare System

6900 N. Pecos Road, Building 6

North Las Vegas NV 89086

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

[X] 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 [] After Government Acceptance

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

Department of Veterans Affairs
Financial Services Center

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

AMENDMENT NO	DATE

STATEMENT OF WORK (SOW)
Blood & Blood Byproducts

1. BACKGROUND

The Department of Veterans Affairs (VA) Veterans Health Administration (VHA) has a requirement for human blood products and related services. The Contractor shall be a blood bank, and shall provide supplies and services that conform to the contract.

2. QUALIFICATIONS

2.1 The Contractor shall ensure that all blood products shall be collected, processed, labeled, tested, packaged, and shipped in accordance with all regulations of the FDA, Center for Biological Evaluation and Review (CBER), as described in the Code of Federal Regulations (CFR) Title 21, Parts 600, 601, 606, 607, 610, 640, and 660, the Clinical Laboratory Improvement Amendments (CLIA), and the California Department of Public Health (CDPH).

2.2 The Contractor shall adhere to 29 CFR Part 1910.1030 Occupational Safety and Health Administration (OSHA) standards for the *Occupational Exposure to Blood Borne Pathogens Needlestick and Other Sharps Injuries*, and shall be accredited by the Joint Commission (JC) and American Association of Blood Banks (AABB), and licensed with the United States (US) Food and Drug Administration (FDA). The Contractor must have a current US registration or license which is issued by the FDA Director of the Bureau of Biologics under Section 351 of the Public Health Service Act as amended, 42 United States Code (USC) Section 262, as a source of supply for leukoreduced red blood cells. Should there be any interstate shipment of blood product(s), then approval must be authorized under Section 251 of the Public Health Service Act, as amended, 42 Section 262.

2.3 The Contractor shall provide current documentation of above qualifications, certifications, registrations, licensure, and accreditations to the CO upon any expiration or organizational change. The Contractor shall notify the CO within fifteen (15) minutes of learning about any threatened or actual revocation, suspension, or termination, or material modification of an accreditation, certification, licensure, or permit of the Contractor's blood bank. Donor testing laboratories utilized by the Contractor must be registered or licensed with the FDA, be CLIA certified, and shall have a current clinical laboratory license or permit from a state's department of public health that is applicable to the location of the Contractor's blood bank and VA facility. The Contractor shall include the business name, a POC, the address, and telephone number of donor testing laboratories utilized by the Contractor whenever there is a change in a donor testing laboratory utilized.

3. SPECIFICATIONS REQUIRED

1 - All cellular blood products (platelets and RBCs) shall be leukoreduced.

2 - Pre-storage leuko reduced RBC units must be provided.

3 - All blood components needed for transfusion(s) must be provided as listed in the price cost schedule of supplies and services.

4 - Allogeneic blood products must be typed for ABO and Rho(D) in accordance with licensed methodologies, and must be tested for all transfusion transmitted disease markers currently required by both the FDA and AABB.

5 - All blood products must be screened and processed utilizing the most current methods and in accordance with all federal, state, and local laws, rules, regulations, and guidelines; including but not limited to, the AABB, FDA, and the US Department of Health and Human Services' (HHS') current Good Manufacturing Practices.

6 - All blood shall be collected by closed system under aseptic conditions and shall be stored in currently approved, appropriate solutions and the container shall be correctly labeled. The label shall also bear the expiration date of the contents which shall not exceed forty-two (42) days from date of collection of source blood when collected and stored with anti-coagulant citrate phosphate, dextrose adenine solution (AS) or thirty-five (35) days from the dated of collection of source blood when collected and stored with anticoagulant citrate phosphate dextrose adenine solution.

7 - All blood supplied must be grossly free of visible hemolysis, excessive chyle, and clots.

8 - Autologous blood products must be typed for ABO and Rho(D) in accordance with licensed methodologies, and must be tested for all transfusion transmitted disease markers currently required by the FDA.

9 - All blood must be tested as required by the FDA, AABB, HHS *CGMP*, and State of California's laws, rules, and regulations.

10 - In the event of a recall, the Contractor shall immediately send copies of the recall request to the COR, transfusion service, and transfusion service medical director at the VA.

Unless otherwise specified, all references to "days" are calendar and not business days.

11 - Autologous blood donors that have units drawn at the Contractor's collection site(s) shall not be required to pay any charges. Contractor shall bill the VA facility for the blood and apply a handling fee for an overall charge.

12 - Autologous donors that have units of blood drawn at facilities other than the Contractor's collection site(s) may have their blood delivered to the Contractor for shipment to the VA facility.

13 - The Contractor may charge a processing and handling fee in accordance with the price cost schedule of supplies and services in the contract.

14 - The Contractor shall provide blood products and related services as available when ordered.

15 - The Contractor shall provide the most current version of the *Circular of Information for the Use of Human Blood and Blood Components* to the laboratory at the Martinez VA Medical Center.

16 - FFP products and/or Cryo products shall be direct sale products.

4. DONOR REQUIREMENTS

4.1 One-hundred (100) percent of blood supplied by the Contractor shall be donor blood as defined in CFR Title 21, Chapter I, Subchapter F, Part 606, Subpart G, Section §606.121(c)(8)(v)(B) where a volunteer donor is a person who does not receive monetary payment for blood donation. Benefits, such as time off work, membership in blood assurance programs and non-replacement fees that are not readily converted to cash, do not constitute any monetary payment. All blood must be collected from donors in accordance with the requirements of the AABB and FDA.

5. DONOR SELECTION CRITERIA

5.1 The Contractor shall maintain a blood donor list with unique identifier numbers. The list shall indicate the date the blood of a particular donor was furnished to the VA.

5.2 All donor selections shall be in accordance with criteria established by the AABB and FDA.

5.3 Blood samples that test positive during unit screening shall not be used for transfusion if the results are outside the established limits set by the FDA and AABB. When the FDA or AABB requires a new transfusion transmitted disease marker, it shall be performed by the Contractor.

6. REFERENCE LAB SERVICES

6.1 Reference laboratory services must be available twenty-four (24) hours per day, seven (7) days per week, and three-hundred and sixty-five (365) days per year.

6.2 Preliminary results of lab services must be provided within four (4) hours for STAT and as soon as possible (ASAP) orders, and within twenty-four (24) hours for routine orders.

6.3 Preliminary results must be provided within four (4) hours for urgent care situations, and within twenty-four (24) hours in non-urgent care situations, when red cell antibody identification reference lab services are ordered.

6.4 Screening for negative blood per antigen includes testing donor units for RBC antigens and select units negative for a given antigen.

6.5 Cross-matched, or HLA-matched platelet pheresis, shall include a compatibility test between recipient serum and donor platelets. Crossmatched or HLA matched platelet donor recruitment shall include a donor known from previous testing to be compatible with the recipient.

6.6 The Contractor shall provide educational programs at no charge to the VA that are consistent with the programs offered at no charge to other non-VA contracted customers.

7.0 COLLECTION, PROCESSING, AND TYPING OF BLOOD

7.1 Blood shall be typed for ABO and Rh antigens and labeled in accordance with the methods recommended in the current *Standard for Blood Banks and Transfusion Services and Technical Methods and Procedures* that is published by the AABB.

7.2 If there is an error by the Contractor in the blood typing, the Contractor shall pick up the errant blood immediately and a credit for the errant blood shall be given to the VA.

7.3 All blood shall be collected by a closed system under aseptic conditions and shall be processed in appropriate solutions and the container labeled. The label shall bear the expiration date of the contents which shall not exceed the following:

7.3.1 Twenty-one (21) days from the date of collection of source blood, or thirty-five (35) days from the date of collection of source blood, if when collected, it is stored with anticoagulant citrate phosphate dextrose adenine solution.

7.3.2 Forty-two (42) days from date of collection for blood collected in Adsol.

7.4 Irradiated units includes treating units with gamma irradiation to prevent lymphocyte proliferation and transfusion-associated graft vs. host disease.

7.5 Pathogen-reduced products that have been approved by the FDA are acceptable in place of irradiated units only when approved by the FDA.

7.6 CMV negative blood products shall be screened by the Contractor to ensure the absence of antibodies to CMV.

8. SHELF LIFE

8.1 All blood products must be labeled, stored, and shipped in accordance with the current regulations of both the FDA and the AABB. In the event that these regulations change during the course of the contract, the Contractor shall implement the necessary changes as directed/recommended by the regulatory and accrediting agencies.

8.2 For routine orders, allogeneic blood products must be supplied with appropriate remaining shelf life, as detailed below.

Allogeneic Blood/Blood Components	Appropriate Remaining Shelf Life
RBCs	Shelf life of more than twenty-one (21) days, regardless of anti-coagulant

FFP	Shelf life of more than one hundred eighty (180) days
Plateletpheresis	Shelf life of more than forty-eight (48) hours, if not ordered/collected for a specific patient
Cryoprecipitate	Shelf life of more than one hundred eighty (180) days

8.3 For STAT orders, the Contractor shall provide units with the appropriate remaining shelf life whenever possible, however, the VA understands that the urgency of the situation and the availability of the blood product(s) may preclude this possibility.

8.4 The VA has in place the suitable temperature-monitored freezer, refrigerator, and platelet incubator/agitator for appropriate storage of blood products.

9.0 NOTIFICATIONS

9.1 With respect to Contractor supplied blood, if a blood donor originally tests negative at the time of donation, but then during a later donation, tests repeatedly reactive for the human immunodeficiency virus (HIV) antibody and/or other diseases as required by the FDA and/or AABB, then the Contractor shall provide the VA with the results of follow-up testing required or recommended by the FDA. The Contractor shall complete the follow-up testing within thirty (30) days after the donor's repeatedly reactive screening test. Under no circumstances shall the Contractor ever reveal the identity of the blood donor.

9.2 The Contractor shall promptly notify the VA when additional information indicates that blood provided may adversely affect a transfusion recipient, provided that the Contractor shall not reveal the identity of the blood donor.

9.3 Upon discovery, the VA shall report to the Contractor any blood lost or missing due to shipping error, and/or possible infectious disease or other serious complication associated with transfusion which may resulted from the blood, including without limitation, suspected post transfusion hepatitis, transfusion associated HIV or human T-cell lymphotropic virus (HTLV) infection, and/or any other transfusion related infections such as malaria, babesiosis, bacterial contamination or infection, and death due to adverse event (AE). VA shall cooperate with Contractor's investigation of any AE and provide de-identified information regarding the recipient of the blood upon forms provided by the Contractor, to the extent permissible under the applicable regulations of patient confidentiality.

9.4 VA will make available to the Contractor information concerning transfusions to include product names, lot identifications and quantities, any therapeutic AE, complaints, or other pertinent information relating to blood products.

9.5 VA shall keep complete and accurate records of patients supplied with blood, including product name, lot identifications and quantities, any therapeutic AEs, complaints, and any pertinent information relating to the blood.

9.6 All notices given or required in the contract shall be provided to each of the parties in writing and delivered by certified or registered US first class mail, return receipt requested, or by commercial overnight courier service which provides proof of delivery to the name(s) and address(es) set forth in the signature block.

9.7 The VA transfusion service shall report by telephone within twenty-four (24) hours to the Contractor any life-threatening AEs, and if appropriate, make arrangements to have a specimen of patient's blood, and the remaining portion of the blood component in question, sent to the Contractor for testing at no additional charge to the Government.

10. BUSINESS ASSOCIATE AGREEMENT (BAA) REQUIREMENT

10.1 Contractors that are not covered entities under the Health Insurance Portability and Accountability Act (HIPAA) shall be required to sign a BAA before the VA places any orders for apheresis or reference lab services, and before the VA provides any VA patient's protected health information (PHI) to the Contractor in any case where PHI is requested

10.2 "Business Associate" shall have the same meaning as described at 45 C.F.R. § 160.103. "Covered Entity" shall have the same meaning as the term is defined at 45 C.F.R. § 160.103. "Protected Health Information" or "PHI" shall have the same meaning as described at 45 C.F.R. § 160.103.

11. PACKAGING AND MARKING

11.1 Each shipment shall be properly packaged, labeled, and accompanied by an itemized shipping list in accordance with the contract. An authorized individual will sign for receipt of blood products.

11.2 Blood products shall be labeled in accordance with all FDA requirements, including kind of component, blood group and type (ABO/Rh), expiration date, unique donor unit identification, and storage and handling.

11.3 All blood products must be labeled according to the most current International Standard for Blood and Transplant (ISBT 128) standard. The ISBT 128 standard shall be used for all deliverables.

11.4 All blood shall be packaged to maintain FDA required temperature ranges during shipping. Red cell components shall be maintained at 1° to 10 ° Celsius (° C), frozen plasma components shall be maintained at below – 18 ° C, and platelet components shall be maintained at 20° to 24 ° C.

11.5 Packaging shall be of a protective quality to ensure that the product is undamaged during handling.

12. DELIVERIES, RETURNS, AND SPECIMEN PICK-UP

12.1 The Contractor shall make every effort to deliver routine orders during the time of day suitable to, and as requested by, the VA. The Contractor shall have sole responsibility for the proper care and handling of all blood products until delivery and acceptance has taken place at the designated room at the applicable VA. All deliveries shall be delivered to the VA's transfusion service(s) at the following address(es):

VA Martinez Outpatient Clinic, Transfusion Service, 150 Muir Rd, Martinez, CA 94453

12.2 All shipments under the contract shall be accompanied by delivery tickets or sales slips that shall contain the following minimum information: name of supplier/Contractor, contract number, date of purchase, purchase order number, itemized list of supplies or services furnished, quantity, unit price, extended price of each item, less applicable discounts, and the date of delivery or shipment. Orders will be categorized into three (3) types: routine, stock, and STAT orders. These categories are as follows:

12.3 Routine orders – Shipments of blood products that are ordered on an "as needed" basis. The Contractor shall make every effort to make routine deliveries during the time of day suitable to, and as requested by, the VA transfusion service.

12.4 Stock orders – Shipments of blood products to maintain minimum inventory levels or blood products ordered to fulfill a standing request. One (1) scheduled delivery shall be made on Mondays, Wednesdays, and Fridays. Stock deliveries will not be made on holidays, and alternate delivery days and times will be coordinated between the Contractor and VA transfusion service to make up for any missed deliveries due to a holiday. All stock orders shall be delivered before 1 p.m. PST.

12.5 STAT orders – An emergent, unscheduled need for blood products so acute that a patient's life could be jeopardized if the request for blood products is unfulfilled. STAT orders must be delivered within one (1) hour. The VA shall make reasonable efforts to minimize the frequency of STAT orders.

12.6 The Contractor shall make every effort to ensure that delivery of autologous blood components are made prior to the applicable scheduled surgeries. Deglycerolized cells shall be delivered to the VA within four (4) hours of preparation to assure adequate dating.

12.7 The Contractor shall provide deliveries of blood products twenty-four (24) hours per day, seven (7) days per week, three-hundred and sixty-five (365) days per year.

12.8 Within ten (10) days after any delivery order award, the Contractor shall submit a proposal that includes the route (including VA facility room number) and time(s) of delivery it proposes

in order to facilitate coordination of deliveries with the VA. Agreed upon schedules may be adjusted periodically.

12.9 Once units are accepted by the VA, those units become the property of the VA, and payment will be made appropriately, based on contract terms and proper invoicing. Deliverables are not to be treated as though they are on consignment. However, for inventory control purposes, efforts will be made by the VA transfusion service to assist the Contractor and other facilities in meeting patient transfusion needs.

12.10 The Contractor shall own, control, and solely be responsible for any loss, destruction, or damage to the blood product(s) until delivered or received and accepted. After such delivery or receipt and acceptance, the VA shall own the blood. The VA also agrees and acknowledges that no blood product(s) supplied by the Contractor, including part and or derivatives thereof, shall be sold, bartered, traded, or exchanged by the VA without prior authorization from the Contractor. Upon delivery of the blood product(s), the VA transfusion service shall inspect the blood. Upon acceptance of the blood product(s), the VA shall maintain proper refrigeration or other proper storage facilities for the blood product(s) in compliance with all regulations, as well as, the standards of the AABB, as applicable.

13. RETURNS

13.1 When the VA returns units prior to expiration in accordance with the Contractor's return policy, the Contractor shall credit the VA for units which are returned. The Contractor shall be responsible for the packaging of blood products for shipment for return(s) or redistribution(s).

13.2 The VA will comply with all requirements and regulations associated with the recall and withdrawal of blood products from its inventory. Credit for returned, unacceptable, transferred, recalled, withdrawn, or rotated blood products shall be included on the billing statements/invoices, along with, the date of return, within thirty (30) days of the return, unaccepted item(s), transfer, recall, withdrawal, or rotation of blood product(s). Full credit shall be given by the Contractor, if for a technical reason, the blood component cannot be used, regardless of the expiration date, provided the Government notifies the Contractor within twenty-four (24) hours of discovery and the VA transfusion service completes the appropriate documentation. Full credit shall be given by the Contractor for any blood product(s) returned or exchanged before the expiration date.

13.3 The Contractor shall assist with, and facilitate the transfer of all blood components, when a transfer is conducted to ensure its use. This includes irradiated and other transferrable blood components.

13.4 The Contractor shall remove rejected blood products within forty-eight (48) hours of notice of rejection.

14. SPECIMEN PICK-UP

14.1 The Contractor shall pick-up specimens for testing from the VA's transfusion service at the following address:

VA Martinez Outpatient Clinic, Transfusion Service, 150 Muir Rd, Martinez, CA 94453

14.2 Specimens for reference lab testing will be picked-up within the time specified as follows:

14.2.1 STAT orders: Specimens will be picked-up within one (1) hour of order.

14.2.2 ASAP orders: Specimens will be picked-up within two (2) hours of order.

14.2.3 Routine orders: Specimens will be picked-up within twenty-four (24) hours of order

15. CONTRACT ADMINISTRATION DATA

15.1 AUTHORIZED REPRESENTATIVES

The primary CO/CS for this contract is:

Shannon Archer, Contract Specialist
Department of Veterans Affairs
Network Contracting Office 21
Southern Nevada Healthcare System
6900 N. Pecos Road, Admin Building #6, Rm #2H210G
North Las Vegas, NV 89086

15.2 Each VA facility may have its own COR. The primary COR(s) for projects under this contract is/are:

TBD

15.3 Each VA facility may have its own secondary/alternate COR(s) The secondary/alternate COR(s) for projects under this contract is: TBD

15.4 Each of the VA facility's primary and/or secondary/alternate COR(s) will be responsible for technical monitoring of the Contractor's performance and deliveries. The CO and the COR and/or secondary/alternate COR shall work together to ensure that all contractual requirements are being met.

15.5 The COR(s) will interpret specifications or technical portions of the work. The COR(s) is/are not authorized to perform, formally or informally, any of the following actions:

15.5.1 Promise, award, agree to award, or execute any contract, contract modification, or notice of intent that changes or may change the contract;

15.5.2 Waive or agree to modification of the schedule;

15.5.3 Make any final decision on any contract matter subject to the disputes clause;

15.5.4 Terminate, for any reason, the Contractor's right to proceed;

15.5.5 Obligate in any way, the payment of money by the Government. Only a warranted CO is authorized to obligate funds on this or any other contract action.

15.5.6 The Contractor shall immediately notify the CO in writing if the COR(s) or secondary/alternate COR(s) has/have taken an action (or fails to take action) or issues directions (written or oral) that the Contractor considers exceeding the above limitations.

15.5.7 The Contractor shall provide the CO information copies of all correspondence provided to the COR(s).

16. ORDERS

16.1 The Contractor shall use reasonable efforts to supply the blood product(s) and related service(s) when the blood product(s) and/or related service(s) is/are ordered. In the event that the Contractor is unable to fill an order, the Contractor shall notify the VA transfusion service immediately upon determination that is not be able to fill an order, in which event, the VA shall complete the order elsewhere. Ordering shall be conducted in accordance with applicable laws and the contract.

16.2 Orders may be placed via email, facsimile, electronic data interchange (EDI), telephone, in hard copy format, or in any other manner consistent with accepted commercial business practices.

16.3 The CO may designate representatives and alternate representatives to place orders against the contract. Authority limitations for COR(s) and Alternate COR(s) shall be established through individual appointment letters signed by the CO. **The CO/CS, COR(s), and Alternate COR(s) are the only individuals authorized to place orders against the contract**.

16.4 The representative(s) of the VA transfusion service may place orders against a valid contract on an as needed basis within the terms of the contract. Each individual order shall describe the tasks, services, and/or deliverables required.

16.5 The Contractor shall notify the VA transfusion service if any order(s) are modified. Modified orders for product(s) or service(s) shall be approved by the applicable VA transfusion service either verbally, by email, or by facsimile, prior to the shipment of any such products. The applicable VA transfusion service reserves the right to refuse any modified product(s) offered by the Contractor.

16.6 The Contractor shall have the ability to receive orders via email and fax transmission, and shall provide the applicable email address and fax number below. The Contractor shall also provide a telephone number and name and title as a POC for orders.

17. INDIVIDUALS AUTHORIZED TO PLACE ORDERS

17.1 VA authorizes the following entities to place orders: CO/CS, COR, and Alternate COR

18. INVOICES

18.1 An itemized invoice shall be submitted monthly or upon expiration of this contract, whichever occurs first, for all deliveries made during a billing period and for which payment has not been received.

18.2 Fees that are included on an invoice shall be itemized as processing services or blood services.

19. MANAGEMENT CONTROL

19.1 The contract holder shall provide to the CO a list of all teaming partners or sub-contractors within thirty (30) calendar days after order award. As sub-contractors and/or teaming partners are added, and/or deleted, an updated listing shall be provided to the CO within thirty (30) calendar days of such change. All contract holder personnel shall display identification badges at all times while charging hours to an order or while at a Government or Government Contractor location. Authorized Government personnel shall accompany all visits to VA program offices, unless other specific arrangements have been made.

20. POST AWARD PERFORMANCE CONFERENCE

20.1 A post award conference shall be scheduled with the Contractor if deemed necessary for contract orientation purposes.

21. REPORTS

21.1 Reference laboratory reports shall be provided by telephone and facsimile to the VA transfusion service as soon as testing is completed. A written report shall be issued within seven (7) business days following the telephone report.

21.2 Complicated reference cases may take longer to report and shall be handled on a case by case basis. Mutually agreeable reporting requirements shall be determined between the VA transfusion service and Contractor for more complicated reference cases.

22. PRICING DATA

22.1 In the event that there is an expansion of blood testing requirements mandated by the FDA during the contract period, specific price adjustments may be requested by the Contractor to address the cost of the additional testing. In the event that this should occur, a letter detailing the rationale for the price increase must be submitted to the CO at least thirty (30) days before the intended implementation date. The letter may be mailed or emailed to the CO, and a contract modification may be written. Informal

price and cost data shall be included with any request for a price adjustment. The determination as to the sufficiency of the informal price and cost data shall be made by the CO. Cost and price data must be sufficient to be able to determine if a price increase is fair and reasonable.

21.2 Any order already placed shall not be affected by any change to contract pricing.

23. SMOKING POLICY

23.1 Smoking is not permitted within or around VA facility grounds, except in designated areas.

24. PARKING

24.1 It is the responsibility of the Contractor's personnel or other delivery personnel to park in the appropriate designated parking areas. Parking information is available from the applicable VA police and security service(s). VA facility(ies) will not provide reimbursement for or invalidate parking violations of the Contractor's personnel or any other delivery personnel under any circumstance(s).

25. Records Management Language for Contracts Required

25.1 The following standard items relate to records generated in executing the contract and should be included in a typical Electronic Information Systems (EIS) procurement contract:

1. 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.
2. 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.
3. 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.
4. 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.
5. Contractor shall not create or maintain any records containing any Government Agency records that are not specifically tied to or authorized by the contract.
6. The Government Agency owns the rights to all data/records produced as part of this contract.

7. 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.

8. 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.].

9. 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.

10. 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.

B.2 PRICE/COST SCHEDULE

ITEM INFORMATION

ITEM NUMBER	DESCRIPTION OF SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	Base Year: 11/01/2018 - 10/31/2019 Deliver Blood and Blood By-Products in Accordance with Attached Schedule and Statement of Work.	1.00	YR	_____	_____
0002	Option Year 1: 11/01/2019 - 10/31/2020 Deliver Blood and Blood By-Products in Accordance with Attached Schedule and Statement of Work.	1.00	YR	_____	_____
0003	Option Year 2: 11/01/2020 - 10/31/2021 Deliver Blood and Blood By-Products in Accordance with Attached Schedule and Statement of Work.	1.00	YR	_____	_____
0004	Option Year 3: 11/01/2021 - 10/31/2022 Deliver Blood and Blood By-Products in Accordance with Attached Schedule and Statement of Work.	1.00	YR	_____	_____
0005	Option Year 4: 11/01/2022 - 10/310/2023 Deliver Blood and Blood By-Products in Accordance with Attached Schedule and Statement of Work.	1.00	YR	_____	_____
				GRAND TOTAL	_____

B.3 DELIVERY SCHEDULE

ITEM NUMBER	QUANTITY	DELIVERY DATE
0001	Base Year	30 Days ARO

SECTION C - CONTRACT CLAUSES

C.1 SUPPLEMENTAL INSURANCE REQUIREMENTS

In accordance with FAR 28.307-2 and FAR 52.228-5, the following minimum coverage shall apply to this contract:

(a) Workers' compensation and employers liability: Contractors are required to comply with applicable Federal and State workers' compensation and occupational disease statutes. If occupational diseases are not compensable under those statutes, they shall be covered under the employer's liability section of the insurance policy, except when contract operations are so commingled with a Contractor's commercial operations that it would not be practical to require this coverage. Employer's liability coverage of at least $100,000 is required, except in States with exclusive or monopolistic funds that do not permit workers' compensation to be written by private carriers.

(b) General Liability: $500,000.00 per occurrences.

(c) Automobile liability: $200,000.00 per person; $500,000.00 per occurrence and $20,000.00 property damage.

(d) The successful bidder must present to the Contracting Officer, prior to award, evidence of general liability insurance without any exclusionary clauses for asbestos that would void the general liability coverage.

(End of Clause)

C.2 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS—COMMERCIAL ITEMS (JAN 2018)

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

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

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

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

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

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

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

[] (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.)

[X] (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).

[X] (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.

[X] (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.

[X] (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).

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

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

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

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

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

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

[X] (28) 52.222–26, Equal Opportunity (SEP 2016) (E.O. 11246).

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

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

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

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

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

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

[] (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.

[X] (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.

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

[X] (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)).

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(End of Clause)

C.3 52.216-18 ORDERING (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from date of award through 10/31/2019 or as extended by exercised options..

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

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

(End of Clause)

C.4 52.216-19 ORDER LIMITATIONS (OCT 1995)

(a) *Minimum order.* When the Government requires supplies or services covered by this contract in an amount of less than $1000.00, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

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

(1) Any order for a single item in excess of $750,000.00;

(2) Any order for a combination of items in excess of $750,000.00; or

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

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

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 1 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of Clause)

C.5 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 15 days of contract expiration; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 15 days of contract expiration days before the contract expires. The preliminary notice does not commit the Government to an extension.

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

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

(End of Clause)

C.6 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

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

(End of Clause)

FAR Number	Title	Date
52.217-7	OPTION FOR INCREASED QUANTITY—SEPARATELY PRICED LINE ITEM	MAR 1989
52.228-5	INSURANCE—WORK ON A GOVERNMENT INSTALLATION	JAN 1997
52.232-40	PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS	DEC 2013
52.224-1	PRIVACY ACT NOTIFICATION	APR 1984
852.233-71	ALTERNATE PROTEST PROCEDURE (MAY 2010) NOTE	MAY 2010
852.203-70	COMMERCIAL ADVERTISING	MAY 2018
852.232-72	ELECTRONIC SUBMISSION OF PAYMENT REQUESTS	NOV 2012
852.246-71	INSPECTION	JAN 2008

SECTION D - CONTRACT DOCUMENTS, EXHIBITS, OR ATTACHMENTS

BUSINESS ASSOCIATE AGREEMENT BETWEEN THE DEPARTMENT OF VETERANS AFFAIRS VETERANS HEALTH ADMINISTRATION, , AND

Purpose. The purpose of this Business Associate Agreement (Agreement) is to establish requirements for the Department of Veterans Affairs (VA) Veterans Health Administration (VHA) and in accordance with the Health Insurance Portability and Accountability Act (HIPAA), the Health Information Technology for Economic and Clinical Health Act (HITECH) Act, and the HIPAA Privacy, Security, Breach Notification, and Enforcement Rules ("HIPAA Rules"), 45 C.F.R. Parts 160 and 164, for the Use and Disclosure of Protected Health Information (PHI) under the terms and conditions specified below.

Scope. Under this Agreement and other applicable contracts or agreements, will provide services to, for, or on behalf of .

In order for to provide such services, will disclose PHI to and will use or disclose PHI in accordance with this Agreement.

Definitions. Unless otherwise provided, the following terms used in this Agreement have the same meaning as defined by the HIPAA Rules: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information (PHI), Required by Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use.

"Business Associate" shall have the same meaning as described at 45 C.F.R. § 160.103. For the purposes of this Agreement, Business Associate shall refer to , including its employees, officers, or any other agents that create, receive, maintain, or transmit PHI as described below.

"Covered Entity" shall have the same meaning as the term is defined at 45 C.F.R. § 160.103. For the purposes of this Agreement, Covered Entity shall refer to .

"Protected Health Information" or "PHI" shall have the same meaning as described at 45 C.F.R. § 160.103. "Protected Health Information" and "PHI" as used in this Agreement include "Electronic Protected Health Information" and "EPHI." For the purposes of this Agreement and unless otherwise provided, the term shall also refer to PHI that Business Associate creates, receives, maintains, or transmits on behalf of Covered Entity or receives from Covered Entity or another Business Associate.

"Subcontractor" shall have the same meaning as the term is defined at 45 C.F.R. § 160.103. For the purposes of this Agreement, Subcontractor shall refer to a contractor of any person or entity, other than Covered Entity, that creates, receives, maintains, or transmits PHI under the terms of this Agreement.

Terms and Conditions. Covered Entity and Business Associate agree as follows:

1. Ownership of PHI. PHI is and remains the property of Covered Entity as long as Business Associate creates, receives, maintains, or transmits PHI, regardless of whether a compliant Business Associate agreement is in place.

2. Use and Disclosure of PHI by Business Associate. Unless otherwise provided, Business Associate:

A. May not use or disclose PHI other than as permitted or required by this Agreement, or in a manner that would violate the HIPAA Privacy Rule if done by Covered Entity, except that it may use or disclose PHI:

(1) As required by law or to carry out its legal responsibilities;

(2) For the proper management and administration of Business Associate; or

(3) To provide Data Aggregation services relating to the health care operations of Covered Entity.

B. Must use or disclose PHI in a manner that complies with Covered Entity's minimum necessary policies and procedures.

C. May de-identify PHI created or received by Business Associate under this Agreement at the request of the Covered Entity, provided that the de-identification conforms to the requirements of the HIPAA Privacy Rule.

3. Obligations of Business Associate. In connection with any Use or Disclosure of PHI, Business Associate must:

A. Consult with Covered Entity before using or disclosing PHI whenever Business Associate is uncertain whether the Use or Disclosure is authorized under this Agreement.

B. Implement appropriate administrative, physical, and technical safeguards and controls to protect PHI and document applicable policies and procedures to prevent any Use or Disclosure of PHI other than as provided by this Agreement.

C. Provide satisfactory assurances that PHI created or received by Business Associate under this Agreement is protected to the greatest extent feasible.

D. Notify Covered Entity within twenty-four (24) hours of Business Associate's discovery of any potential access, acquisition, use, disclosure, modification, or destruction of either secured or unsecured PHI in violation of this Agreement, including any Breach of PHI.

(1) Any incident as described above will be treated as discovered as of the first day on which such event is known to Business Associate or, by exercising reasonable diligence, would have been known to Business Associate.

(2) Notification shall be sent to and and to the VHA Health Information Access Office, Business Associate Program Manager by email at VHABAAIssues@va.gov.

(3) Business Associate shall not notify individuals or the Department of Health and Human Services directly unless Business Associate is not acting as an agent of Covered Entity but in its capacity as a Covered Entity itself.

E. Provide a written report to Covered Entity of any potential access, acquisition, use, disclosure, modification, or destruction of either secured or unsecured PHI in violation of this Agreement, including any Breach of PHI, within ten (10) business days of the initial notification.

(1) The written report of an incident as described above will document the following:

(a) The identity of each Individual whose PHI has been, or is reasonably believed by Business Associate to have been, accessed, acquired, used, disclosed, modified, or destroyed;

(b) A description of what occurred, including the date of the incident and the date of the discovery of the incident (if known);

(c) A description of the types of secured or unsecured PHI that was involved;

(d) A description of what is being done to investigate the incident, to mitigate further harm to Individuals, and to protect against future incidents; and

(e) Any other information as required by 45 C.F.R. §§ 164.404(c) and 164.410.

(2) The written report shall be addressed to:

and submitted by email to and to the VHA Health Information Access Office, Business Associate Program Manager at VHABAAIssues@va.gov

F. To the greatest extent feasible, mitigate any harm due to a Use or Disclosure of PHI by Business Associate in violation of this Agreement that is known or, by exercising reasonable diligence, should have been known to Business Associate.

G. Use only contractors and Subcontractors that are physically located within a jurisdiction subject to the laws of the United States, and ensure that no contractor or Subcontractor maintains, processes, uses, or discloses PHI in any way that will remove the information from such jurisdiction. Any modification to this provision must be approved by Covered Entity in advance and in writing.

H. Enter into Business Associate Agreements with contractors and Subcontractors as appropriate under the HIPAA Rules and this Agreement. Business Associate:

(1) Must ensure that the terms of any Agreement between Business Associate and a contractor or Subcontractor are at least as restrictive as Business Associate Agreement between Business Associate and Covered Entity.

(2) Must ensure that contractors and Subcontractors agree to the same restrictions and conditions that apply to Business Associate and obtain satisfactory written assurances from them that they agree to those restrictions and conditions.

(3) May not amend any terms of such Agreement without Covered Entity's prior written approval.

I. Within five (5) business days of a written request from Covered Entity:

(1) Make available information for Covered Entity to respond to an Individual's request for access to PHI about him/her.

(2) Make available information for Covered Entity to respond to an Individual's request for amendment of PHI about him/her and, as determined by and under the direction of Covered Entity, incorporate any amendment to the PHI.

(3) Make available PHI for Covered Entity to respond to an Individual's request for an accounting of Disclosures of PHI about him/her.

J. Business Associate may not take any action concerning an individual's request for access, amendment, or accounting other than as instructed by Covered Entity.

K. To the extent Business Associate is required to carry out Covered Entity's obligations under Subpart E of 45 CFR Part 164, comply with the provisions that apply to Covered Entity in the performance of such obligations.

L. Provide to the Secretary of Health and Human Services and to Covered Entity records related to Use or Disclosure of PHI, including its policies, procedures, and practices, for the purpose of determining Covered Entity's, Business Associate's, or a Subcontractor's compliance with the HIPAA Rules.

M. Upon completion or termination of the applicable contract(s) or agreement(s), return or destroy, as determined by and under the direction of Covered Entity, all PHI and other VA data created or received by Business Associate during the performance of the contract(s) or agreement(s). No such information will be retained by Business Associate unless retention is required by law or specifically permitted by Covered Entity. If return or destruction is not feasible, Business Associate shall continue to protect the PHI in accordance with the Agreement and use or disclose the information only for the purpose of making the return or destruction feasible, or as required by law or specifically permitted by Covered Entity. Business Associate shall provide written assurance that either all PHI has been returned or destroyed, or any information retained will be safeguarded and used and disclosed only as permitted under this paragraph.

N. Be liable to Covered Entity for civil or criminal penalties imposed on Covered Entity, in accordance with 45 C.F.R. §§ 164.402 and 164.410, and with the HITECH Act, 42 U.S.C. §§ 17931(b), 17934(c), for any violation of the HIPAA Rules or this Agreement by Business Associate.

4. Obligations of Covered Entity. Covered Entity agrees that it:

A. Will not request Business Associate to make any Use or Disclosure of PHI in a manner that would not be permissible under Subpart E of 45 C.F.R. Part 164 if made by Covered Entity, except as permitted under Section 2 of this Agreement.

B. Will promptly notify Business Associate in writing of any restrictions on Covered Entity's authority to use or disclose PHI that may limit Business Associate's Use or Disclosure of PHI or otherwise affect its ability to fulfill its obligations under this Agreement.

C. Has obtained or will obtain from Individuals any authorization necessary for Business Associate to fulfill its obligations under this Agreement.

D. Will promptly notify Business Associate in writing of any change in Covered Entity's Notice of Privacy Practices, or any modification or revocation of an Individual's authorization to use or disclose PHI, if such change or revocation may limit Business Associate's Use and Disclosure of PHI or otherwise affect its ability to perform its obligations under this Agreement.

5. Amendment. Business Associate and Covered Entity will take such action as is necessary to amend this Agreement for Covered Entity to comply with the requirements of the HIPAA Rules or other applicable law.

6. Termination.

A. Automatic Termination. This Agreement will automatically terminate upon completion of Business Associate's duties under all underlying Agreements or by termination of such underlying Agreements.

B. Termination Upon Review. This Agreement may be terminated by Covered Entity, at its discretion, upon review as provided by Section 9 of this Agreement.

C. Termination for Cause. In the event of a material breach by Business Associate, Covered Entity:

(1) Will provide an opportunity for Business Associate to cure the breach or end the violation within the time specified by Covered Entity;

(2) May terminate this Agreement and underlying contract(s) if Business Associate does not cure the breach or end the violation within the time specified by Covered Entity.

D. Effect of Termination. Termination of this Agreement will result in cessation of activities by Business Associate involving PHI under this Agreement.

E. Survival. The obligations of Business Associate under this Section shall survive the termination of this Agreement as long as Business Associate creates, receives, maintains, or transmits PHI, regardless of whether a compliant Business Associate Agreement is in place.

7. No Third Party Beneficiaries. Nothing expressed or implied in this Agreement confers any rights, remedies, obligations, or liabilities whatsoever upon any person or entity other than Covered Entity and Business Associate, including their respective successors or assigns.

8. Other Applicable Law. This Agreement does not abrogate any responsibilities of the parties under any other applicable law.

9. Review Date. The provisions of this Agreement will be reviewed by Covered Entity every two years from Effective Date to determine the applicability and accuracy of the Agreement based on the circumstances that exist at the time of review.

10. Effective Date. This Agreement shall be effective on the last signature date below.

Department of Veterans Affairs

Veterans Health Administration

By:	**By:**
Name:	**Name:**
Title:	**Title:**
Date:	**Date:**

SECTION E - SOLICITATION PROVISIONS

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

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

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

(1) The solicitation number;

(2) The time specified in the solicitation for receipt of offers;

(3) The name, address, and telephone number of the offeror;

(4) A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary;

(5) Terms of any express warranty;

(6) Price and any discount terms;

(7) "Remit to" address, if different than mailing address;

(8) A completed copy of the representations and certifications at FAR 52.212-3 (see FAR 52.212-3(b) for those representations and certifications that the offeror shall complete electronically);

(9) Acknowledgment of Solicitation Amendments;

(10) Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items and other references (including contract numbers, points of contact with telephone numbers and other relevant information); and

(11) If the offer is not submitted on the SF 1449, include a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. Offers that fail to furnish required representations or information, or reject the terms and conditions of the solicitation may be excluded from consideration.

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

(d) *Product samples*. When required by the solicitation, product samples shall be submitted at or prior to the time specified for receipt of offers. Unless otherwise specified in this solicitation, these samples shall

be submitted at no expense to the Government, and returned at the sender's request and expense, unless they are destroyed during preaward testing.

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

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

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

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

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

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

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

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

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

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

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

exact time set for receipt of offers, the identity of the person requesting withdrawal is established and the person signs a receipt for the offer.

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

(h) *Multiple awards.* The Government may accept any item or group of items of an offer, unless the offeror qualifies the offer by specific limitations. Unless otherwise provided in the Schedule, offers may not be submitted for quantities less than those specified. The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit prices offered, unless the offeror specifies otherwise in the offer.

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

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

GSA Federal Supply Service Specifications Section

Suite 8100 470 East L'Enfant Plaza, SW

Washington, DC 20407

Telephone (202) 619-8925

Facsimile (202) 619-8978.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(4) A summary of the rationale for award;

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

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

(End of Provision)

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

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

In addition to any requirements of 52.212-1, the offeror shall fulfill the following instructions:

Submission Instructions
1. Electronic submissions: Offerors shall email their proposals to **Shannon.Archer@va.gov** and must have the solicitation number indicated in the Subject line. Files must be readable using Microsoft Office 2007 or more recent: Word, Excel, PowerPoint, or Access. Files in Adobe* PDF Files – when scanning documents, scanner resolution should be set at least 200 dots per inch (dpi). Electronic submission shall be limited to 5MG. Multiple electronic mails are allowable. Proposals are to be submitted solely via email. Facsimile or mail is not permitted and will not be accepted as valid proposals.

2. All questions regarding this solicitation shall be e-mailed to **Shannon.Archer@va.gov** no later than three business days prior to the Request for Quote closing date. Verbal inquiries or questions will not be addressed or accepted.

3. The following documents are required to be fully completed and submitted as part of an offeror's proposal:
I. Standard Form (SF) 1449 shall be submitted fully completed with a wet signature.

II. FAR 52.212-3 Offeror Representation and Certifications listed in this solicitation under Section E Solicitation Provision shall be completed and fully completed with the quote. You may submit a copy printed from SAM.gov if it is the most updated version.

III. The Price Schedule shall be submitted fully completed and error free. Additionally, "Attachment 1 – Price Schedule Estimated Usage" shall be submitted fully completed and error free and correlate with the designated performance period in the Price/Cost Schedule.

IV. Offeror's shall provide a delivery plan generally describing their delivery process for stock routine, STAT/Emergency, and ASAP deliveries IAW "Statement of Work". The Delivery Plan shall not exceed 10 pages.

V. Offerors shall submit proof that he/she holds and unrevoked U.S. License which is issued by the Director, Bureau of Biologist, Food and Drug Administration (FDA) under Section 251 of the Public Health Service Act, as amended, 42 USC 262, as a source of supply for blood. (US License # _____)

VI. If interstate shipment of blood or blood components is involved, the offeror shall submit with his/her offer a statement that such approval has been authorized under Public Health Service Act 251, as amended 42, USC Section 262.

VII. The Business Associate Agreement shall be completed and submitted with quotation if the VA doesn't have a current one on file.

(End of Addendum to 52.212-1)

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:

Price, Technical and Past Performance.

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

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

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

(End of Provision)

FAR Number	Title	Date
52.212-3	OFFEROR REPRESENTATIONS AND CERTIFICATIONS—COMMERCIAL ITEMS	NOV 2017
52.203-17	CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS	APR 2014
52.233-2	SERVICE OF PROTEST	SEP 2006
852.211-72	TECHNICAL INDUSTRY STANDARDS	JAN 2008
852.233-70	PROTEST CONTENT/ALTERNATIVE DISPUTE RESOLUTION	JAN 2008
852.233-71	ALTERNATE PROTEST PROCEDURE	JAN 1998