

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

1. REQUISITION NO.  
668-12-4-070-0264

PAGE 1 OF 23

2. CONTRACT NO.      3. AWARD/EFFECTIVE DATE      4. ORDER NO.      5. SOLICITATION NUMBER  
VA260-13-Q-0126

6. SOLICITATION ISSUE DATE  
11-13-2012

7. FOR SOLICITATION INFORMATION CALL:      a. NAME  
Paul Richardson

b. TELEPHONE NO. (No Collect Calls)  
208-429-2016

8. OFFER DUE DATE/LOCAL TIME  
11-20-2012 15:00

9. ISSUED BY      CODE 531

Department of Veterans Affairs  
Network Contracting Office 20

960 Broadway Ave, Suite 460  
Boise ID 83706

10. THIS ACQUISITION IS  UNRESTRICTED OR  SET ASIDE: \_\_\_\_\_ % FOR:

SMALL BUSINESS       WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM      NAICS: 624190

HUBZONE SMALL BUSINESS       EDWOSB

SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS       8(A)      SIZE STANDARD: \$10 Million

11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED  
 SEE SCHEDULE

12. DISCOUNT TERMS

13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)     

13b. RATING  
N/A

14. METHOD OF SOLICITATION  
 RFQ       IFB       RFP

15. DELIVER TO      CODE

See Statement Of Work

16. ADMINISTERED BY      CODE 531

Department of Veterans Affairs  
Network Contracting Office 20

960 Broadway Ave, Suite 460  
Boise ID 83706

17a. CONTRACTOR/OFFEROR      CODE      FACILITY CODE

18a. PAYMENT WILL BE MADE BY      CODE

Department of Veterans Affairs  
FMS-VA-2(101)  
Financial Services Center  
PO Box 149971  
Austin TX 78714-9971

TELEPHONE NO.      DUNS:

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

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

| 19. ITEM NO. | 20. SCHEDULE OF SUPPLIES/SERVICES  | 21. QUANTITY | 22. UNIT | 23. UNIT PRICE | 24. AMOUNT |
|--------------|--|--------------|----------|----------------|------------|
|              | <p align="center">See CONTINUATION Page</p> <p>and Community Based Out-Patient Clinics in Wenatchee, Washington, and Coeur d' Alene, Idaho</p> <p>POC for this RFQ is Paul Richardson at 208-429-2016</p> <p align="center">(Use Reverse and/or Attach Additional Sheets as Necessary)</p> |              |          |                |            |

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)  
John Kopp  
Contract Officer      31c. DATE SIGNED

## Table of Contents

|   |           |
|---|-----------|
| <b>SECTION A</b> .....  | <b>1</b>  |
| A.1 SF 1449 SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS.....   | 1         |
| <b>SECTION B - CONTINUATION OF SF 1449 BLOCKS</b> .....   | <b>3</b>  |
| B.1 CONTRACT ADMINISTRATION DATA.....   | 3         |
| B.2 Price/Cost Schedule .....   | 4         |
| Item Information .....  | 4         |
| Statement of Work.....  | 5         |
| B.3 Delivery Schedule.....  | 9         |
| <b>SECTION C - CONTRACT CLAUSES</b> .....   | <b>12</b> |
| C.1 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE<br>ORDERS--COMMERCIAL ITEMS (AUG 2012) ..... | 12        |
| C.2 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999) .....   | 17        |
| C.3 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000) .....   | 17        |
| C.4 52.224-2 PRIVACY ACT (APR 1984) .....   | 18        |
| C.5 52.232-19 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR (APR 1984) .....   | 19        |
| C.6 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998) .....   | 19        |
| C.7 VAAR 852.237-7 INDEMNIFICATION AND MEDICAL LIABILITY INSURANCE (JAN 2008).....  | 19        |
| C.8 VAAR 852.203-70 COMMERCIAL ADVERTISING (JAN 2008) .....   | 20        |
| C.9 VAAR 852.237-70 CONTRACTOR RESPONSIBILITIES (APR 1984) .....  | 20        |
| C.10 VAAR 852.273-76 ELECTRONIC INVOICE SUBMISSION (Interim - October 2008) .....   | 20        |
| <b>SECTION D - CONTRACT DOCUMENTS, EXHIBITS, OR ATTACHMENTS</b> .....   | <b>22</b> |
| <b>SECTION E - SOLICITATION PROVISIONS</b> .....  | <b>23</b> |
| E.1 52.212-2 EVALUATION--COMMERCIAL ITEMS (JAN 1999).....   | 23        |
| E.2 VAAR 852.270-1 REPRESENTATIVES OF CONTRACTING OFFICERS (JAN 2008).....  | 23        |

## SECTION B - CONTINUATION OF SF 1449 BLOCKS

### B.1 CONTRACT ADMINISTRATION DATA

(continuation from Standard Form 1449, block 18A.)

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

a. CONTRACTOR:

b. GOVERNMENT: Contracting Officer 00260  
Department of Veterans Affairs  
Network Contracting Office 20

960 Broadway Ave, Suite 460  
Boise ID 83706

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

- 52.232-34, Payment by Electronic Funds Transfer -  
Other than Central Contractor Registration, 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 mailed to the following address:

Department of Veterans Affairs  
FMS-VA-2(101)  
Financial Services Center  
PO Box 149971  
Austin TX 78714-9971

## B.2 Price/Cost Schedule

### Item Information

| ITEM NUMBER | DESCRIPTION OF SUPPLIES/SERVICES  | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|-------------|---|----------|------|------------|--------|
| <b>1001</b> | Contract Period: Base<br>POP Begin: 12-01-2012<br>POP End: 11-30-2013<br>To Provide Employee Assistance Program Services for all Department of Veterans Affairs in the Spokane, Washington Area<br>Reference Statement of Work for further details<br>Period of Performance (Dec 1, 2012 - Sept 30, 2013)     | 50.00    | JB   |            |        |
| <b>2001</b> | Contract Period: Option 1<br>POP Begin: 10-01-2013<br>POP End: 11-30-2014<br>To Provide Employee Assistance Program Services for all Department of Veterans Affairs in the Spokane, Washington Area<br>Reference Statement of Work for further details<br>Period of Performance (Oct 1, 2013 - Sept 30, 2014) | 50.00    | JB   |            |        |
| <b>3001</b> | Contract Period: Option 2<br>POP Begin: 10-01-2014<br>POP End: 11-30-2015<br>To Provide Employee Assistance Program Services for all Department of Veterans Affairs in the Spokane, Washington Area<br>Reference Statement of Work for further details<br>Period of Performance (Oct 1, 2014 - Sept 30, 2015) | 50.00    | JB   |            |        |
| <b>4001</b> | Contract Period: Option 3<br>POP Begin: 10-01-2015  | 50.00    | JB   |            |        |

POP End: 11-30-2016  
 To Provide Employee  
 Assistance Program  
 Services for all  
 Department of Veterans  
 Affairs in the Spokane,  
 Washington Area  
 Reference Statement of  
 Work for further details  
 Period of Performance  
 (Oct 1, 2015 - Sept 30,  
 2016)

|             |   |       |    |  |  |
|-------------|---|-------|----|--|--|
| <b>5001</b> | Contract Period: Option 4<br>POP Begin: 10-01-2016<br>POP End: 11-30-2017<br>To Provide Employee<br>Assistance Program<br>Services for all<br>Department of Veterans<br>Affairs in the Spokane,<br>Washington Area<br>Reference Statement of<br>Work for further details<br>Period of Performance<br>(Oct 1, 2016 - Sept 30,<br>2017) | 50.00 | JB |  |  |
|-------------|---|-------|----|--|--|

**GRAND TOTAL** \_\_\_\_\_

**STATEMENT OF WORK (SOW)**

as of 08/21/2012

**EMPLOYEE ASSISTANCE PROGRAM**

|   |                   |
|---|-------------------|
| <b>Contract Number:</b>                             |                   |
| <b>Task Order Number:</b>                           |                   |
| <b>IFCAP Tracking Number:</b>                       | 668-12-4-070-0264 |
| <b>Follow-on to Contract and Task Order Number:</b> | NA                |

**1. Contracting Officer's Technical Representative (COTR).**

|                 |   |
|-----------------|---|
| Name:           | Denise J. Tolliver                                |
| Section:        | 00 CQI  |
| Address:        | 4815 N. Assembly Street; 00 CQI; Spokane WA 99205 |
| Phone Number:   | (509) 434-7310                                    |
| Fax Number:     | (509) 434-7104                                    |
| E-Mail Address: | Denise.tolliver@va.gov                            |

**2. Contract Title.** Provide Employee Assistance Program services

**3. Background.**

To meet the requirements of Employee Health mandates.

**4. Scope.**

The Contractor shall provide an Employee Assistance Program (EAP) for employees of the Spokane VA Medical Center and associated Community Based Outpatient Clinics (CBOC) located in Wenatchee, Washington and Coeur d' Alene, Idaho, for up to 900 employees. Services must be provided within a 35 mile radius from each facility.

**5. Specific Tasks.**

**5.1 Task 1 -** Program Marketing and communication to all employees at all sites, including but not limited to:

5.1.1 Subtask 1 – Pamphlets

5.1.2. Subtask 2 – Posters

5.1.3. Subtask 3 – Business Cards

5.1.4. Subtask 4 – Website

5.1.5. Subtask 5 - Annual Employee Training; live, video or web based

5.1.6. Subtask 6 - Quarterly Managerial Staff Training; live, video or web based

5.1.7. Subtask 7 – One annual benefits fair

**5.2. Task 2** – Principal services include, Initial clinical assessment and up to two (2) additional clinical treatment visits, not to exceed three (3) visits per episode of care. Services are to be provided five (5) days per week, from 7am. To 7pm., including available holidays. Initial Assessment Treatment Services, to include:

Individual/Psychological Counseling

5.2.1. Relationship Counseling

5.2.2. Marital and Family Counseling

5.2.3. Alcohol and Substance issue counseling

5.2.4. Stress, Job, or personal counseling

5.2.5. Referral as indicated.

**5.3. Task 3** - Quarterly reporting - patients will not be identified by name or patient identifiable information:

5.3.1. Aggregate number of employees participating in EAP

5.3.2. Average number of visits per episode

5.3.3. Duty location: Spokane; Wenatchee; Coeur d' Alene

5.3.4. Type of clinical care service provided

5.3.5. Subject to periodic random audits

**6. Performance Monitoring**

Contractor Responsibilities:

6.1.1. The contractor will maintain patient records

6.1.2. The contractor will monitor authorized visits limitation

6.1.3. The contractor will provide billing invoices for verification of payment

6.1.4. The contractor will provide documentation of training and program marketing

COR Responsibilities:

- 6.2.1. The COR will authorize employee visits
- 6.2.2. The COR will authorize payment of invoices
- 6.2.3. The COR will monitor and/or coordinate training and program marketing provided by contractor

**7. Security Requirements**

Privacy clauses will be included in the solicitation.

**8. Government-Furnished Equipment (GFE)/Government-Furnished Information (GFI).**

Not Applicable.

**9. Other Pertinent Information or Special Considerations.**

**Licensing/Experience/Liability Requirements:**

- 9.1.1. Licensed PhD or Master's level credentials

**Previous experience:**

- 9.1.2 subject to verification by the submission of three to five references

**Insurance:**

9.1.3. The contractor to provide proof of liability insurance in the amount of \$1,000,000.00 per episode, and \$3,000,000.00 per annual aggregate total. Cancellation of, or any material change in, the policies which adversely affect the interests of the Government in such insurance shall not be effective unless a 30-day advance written notice of cancellation of change is furnished the contracting officer. In lieu of insurance coverage required, the contractor may furnish evidence of financial responsibility in the form of a qualified self-insurance program, an irrevocable letter of credit, or a letter in which the contractor agrees to accept the financial responsibility and further states that he/she is financially able to meet all claims up the amount specified. The furnishing of such evidence of insurance coverage of financial responsibility MAY NOT be waived.

**Inspection and Acceptance Criteria.**

9.1.4The COR is responsible for certifying that the work done under the contract is performed. The contractor shall invoice monthly in arrears to the address indicated in Block 18A of the Standard Form 1449. Invoices must include the number of patient's appointments that were used during the month.

**10. Risk Control**

No information shall be provided to any person/persons, agency/agencies, in or out of the Federal Government which might identify an employee or a member of his/her family without a voluntarily signed release of information by the employee or his/her family member (or legal guardian, if a minor) specifying to whom, and for what reason, the information is to be released. The contractor shall establish a confidential record-keeping system which is in compliance with Federal standards, and with requirements relating to the confidential nature of patients' records in accordance with Section 333, Public Law 91-616 (as amended by Public Law 92-282), Section 406 of Public Law 92-255, and Federal regulations of the Special Action Office for Drug Abuse Prevention (21 CFR 1401).

**11. Place of Performance.**

The Contractor shall provide an Employee Assistance Program (EAP) for employees of the Spokane VA Medical Center and associated Community Based Outpatient Clinics (CBOC) located in Wenatchee, Washington and Coeur d’ Alene, Idaho, for up to 900 employees. Services must be provided within a 35 mile radius from each facility. Distances will be measured using MapQuest. The Spokane VA Medical Center is located at 4815 N. Assembly, St. Spokane, Washington; the Wenatchee (CBOC) is located at 2530 Chester-Kim Road, Wenatchee, Washington; and Coeur d’ Alene CBOC located at 2177 N. Ironwood Center, Coeur d’ Alene, Idaho.

**12. Period of Performance.**

Intention is to award a Base contract starting on October 1, 2012 to September 30, 2013 with four option years.

**B.3 Delivery Schedule**

**BASE YEAR:**

**Period of Performance: December 1, 2012 to September 30, 2013**

| Item No. | Description  | Cost Per Employee | Total Monthly Cost |    |
|----------|--|-------------------|--------------------|----|
| 1        | <p><b>Contractor to provide Employee Assistance Program Services for all Department of Veterans Affairs (VA) employees within a 35 mile radius of the following at the following VA locations: Department of Veterans Affairs Medical Center Spokane, Washington; Wenatchee, Washington (CBOC), and Coeur ‘d Alene, Idaho (CBOC). Services to include the following but are not limited to Program Marketing and communication to all employees at all sites; Clinical Care Services; and Reporting Requirements as delineated in the contract statement of work.</b></p> <p><b>Contract pricing will be calculated at cost per visit and an estimated total of 50 visits per year</b></p> |                   |                    |    |
|          |  | \$                | \$                 |    |
|          | <b>Base Year - Total Annual Cost:</b>  |                   |                    | \$ |

**OPTION YEAR #1:**

**Period of Performance: October 1, 2013 to September 30, 2014**

| Item No. | Description  | Cost Per Employee | Total Monthly Cost |    |
|----------|--|-------------------|--------------------|----|
| 1        | <p><b>Contractor to provide Employee Assistance Program Services for all Department of Veterans Affairs (VA) employees within a 35 mile radius of the following at the following VA locations: Department of Veterans Affairs Medical Center Spokane, Washington; Wenatchee, Washington (CBOC), and Coeur ‘d Alene, Idaho (CBOC). Services to include the following but are not limited to Program Marketing and communication to all employees at all sites; Clinical Care Services; and Reporting Requirements as delineated in the contract statement of work.</b></p> <p><b>Contract pricing will be calculated at cost per visit and an estimated total of 50 visits per year</b></p> |                   |                    |    |
|          |  | \$                | \$                 |    |
|          | <b>Option Year #1 - Total Annual Cost:</b>   |                   |                    | \$ |

**OPTION YEAR #2:**

**Period of Performance: October 1, 2014 to September 30, 2015**

| Item No. | Description  | Cost Per Employee | Total Monthly Cost |    |
|----------|--|-------------------|--------------------|----|
| 1        | <p><b>Contractor to provide Employee Assistance Program Services for all Department of Veterans Affairs (VA) employees within a 35 mile radius of the following at the following VA locations: Department of Veterans Affairs Medical Center Spokane, Washington; Wenatchee, Washington (CBOC), and Coeur ‘d Alene, Idaho (CBOC). Services to include the following but are not limited to Program Marketing and communication to all employees at all sites; Clinical Care Services; and Reporting Requirements as delineated in the contract statement of work.</b></p> <p><b>Contract pricing will be calculated at cost per visit and an estimated total of 50 visits per year</b></p> |                   |                    |    |
|          |  | \$                | \$                 |    |
|          | <b>Option Year #2 - Total Annual Cost:</b>   |                   |                    | \$ |

**OPTION YEAR #3**

Period of Performance: October 1, 2015 to September 30, 2016

| Item No. | Description  | Cost Per Employee | Total Monthly Cost |    |
|----------|--|-------------------|--------------------|----|
| 1        | <p><b>Contractor to provide Employee Assistance Program Services for all Department of Veterans Affairs (VA) employees within a 35 mile radius of the following at the following VA locations: Department of Veterans Affairs Medical Center Spokane, Washington; Wenatchee, Washington (CBOC), and Coeur ‘d Alene, Idaho (CBOC). Services to include the following but are not limited to Program Marketing and communication to all employees at all sites; Clinical Care Services; and Reporting Requirements as delineated in the contract statement of work.</b></p> <p><b>Contract pricing will be calculated at cost per visit and an estimated total of 50 visits per year</b></p> |                   |                    |    |
|          |  | \$                | \$                 |    |
|          | <b>Option Year #3 - Total Annual Cost:</b>   |                   |                    | \$ |

**OPTION YEAR #4**

Period of Performance: October 1, 2016 to September 30, 2017

| Item No. | Description  | Cost Per Employee | Total Monthly Cost |    |
|----------|--|-------------------|--------------------|----|
| 1        | <p><b>Contractor to provide Employee Assistance Program Services for all Department of Veterans Affairs (VA) employees within a 35 mile radius of the following at the following VA locations: Department of Veterans Affairs Medical Center Spokane, Washington; Wenatchee, Washington (CBOC), and Coeur ‘d Alene, Idaho (CBOC). Services to include the following but are not limited to Program Marketing and communication to all employees at all sites; Clinical Care Services; and Reporting Requirements as delineated in the contract statement of work.</b></p> <p><b>Contract pricing will be calculated at cost per visit and an estimated total of 50 visits per year</b></p> |                   |                    |    |
|          |  | \$                | \$                 |    |
|          | <b>Option Year #4 - Total Annual Cost:</b>   |                   |                    | \$ |

|  |    |
|--|----|
| <b>Total Contract Cost Base and All Options:</b> | \$ |
|--|----|

## SECTION C - CONTRACT CLAUSES

### C.1 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (AUG 2012)

(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) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).

Alternate I (AUG 2007) of 52.222-50 (22 U.S.C. 7104 (g)).

(2) 52.233-3, Protest After Award (Aug 1996) (31 U.S.C. 3553).

(3) 52.233-4, Applicable Law for Breach of Contract Claim (Oct 2004) (Pub. L. 108-77, 108-78)

(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. 253g and 10 U.S.C. 2402).

(2) 52.203-13, Contractor Code of Business Ethics and Conduct (APR 2010)(Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

(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 (AUG 2012) (Pub. L. 109-282) (31 U.S.C. 6101 note).

(5) 52.204-11, American Recovery and Reinvestment Act-Reporting Requirements (JUL 2010) (Pub. L. 111-5).

(6) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Dec 2010) (31 U.S.C. 6101 note).

(7) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (FEB 2012) (41 U.S.C. 2313).

(8) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (MAY 2012) (section 738 of Division C of Pub. L. 112-74, section 740 of Division C of Pub. L. 111-117, section 743 of Division D of Pub. L. 111-8, and section 745 of Division D of Pub. L. 110-161).

(9) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (NOV 2011) (15 U.S.C. 657a).

(10) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JAN 2011) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

(11) [Reserved]

(12)(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).

(13)(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.

(14) 52.219-8, Utilization of Small Business Concerns (JAN 2011) (15 U.S.C. 637(d)(2) and (3)).

(15)(i) 52.219-9, Small Business Subcontracting Plan (JAN 2011) (15 U.S.C. 637(d)(4)).

(ii) Alternate I (Oct 2001) of 52.219-9.

(iii) Alternate II (Oct 2001) of 52.219-9.

(iv) Alternate III (JUL 2010) of 52.219-9.

(16) 52.219-13, Notice of Set-Aside of Orders (NOV 2011) (15 U.S.C. 644(r)).

(17) 52.219-14, Limitations on Subcontracting (NOV 2011) (15 U.S.C. 637(a)(14)).

(18) 52.219-16, Liquidated Damages--Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).

(19)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (OCT 2008) (10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer.)

(ii) Alternate I (June 2003) of 52.219-23.

(20) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (DEC 2010) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

(21) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (Oct 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

(22) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (NOV 2011) (15 U.S.C. 657f).

- (23) 52.219-28, Post Award Small Business Program Rerepresentation (APR 2012) (15 U.S.C 632(a)(2)).
- (24) 52.219–29, Notice of Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (APR 2012) (15 U.S.C. 637(m)).
- (25) 52.219–30, Notice of Set-Aside for Women-Owned Small Business (WOSB) Concerns Eligible Under the WOSB Program (APR 2012) (15 U.S.C. 637(m)).
- (26) 52.222-3, Convict Labor (June 2003) (E.O. 11755).
- (27) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (MAR 2012) (E.O. 13126).
- (28) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).
- (29) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).
- (30) 52.222-35, Equal Opportunity for Veterans (SEP 2010) (38 U.S.C. 4212).
- (31) 52.222-36, Affirmative Action for Workers with Disabilities (Oct 2010) (29 U.S.C. 793).
- (32) 52.222-37, Employment Reports on Veterans (SEP 2010) (38 U.S.C. 4212).
- (33) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496).
- (34) 52.222-54, Employment Eligibility Verification (JUL 2012). (Executive Order 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) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007)(42 U.S.C. 8259b).
- (37)(i) 52.223-16, IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (DEC 2007) (E.O. 13423).
- (ii) Alternate I (DEC 2007) of 52.223-16.
- (38) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011)
- (39) 52.225-1, Buy American Act--Supplies (FEB 2009) (41 U.S.C. 10a-10d).
- (40)(i) 52.225-3, Buy American Act--Free Trade Agreements--Israeli Trade Act (MAY 2012) (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, and 112-42).
- (ii) Alternate I (MAR 2012) of 52.225-3.

- (iii) Alternate II (MAR 2012) of 52.225-3.
- (iv) Alternate III (MAR 2012) of 52.225-3.
- (41) 52.225-5, Trade Agreements (MAY 2012) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).
- (42) 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).
- (43) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).
- (44) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).
- (45) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
- (46) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
- (47) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (Oct 2003) (31 U.S.C. 3332).
- (48) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (May 1999) (31 U.S.C. 3332).
- (49) 52.232-36, Payment by Third Party (FEB 2010) (31 U.S.C. 3332).
- (50) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).
- (51)(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) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, et seq.).
- (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

Employee Class

Monetary Wage-Fringe Benefits

[] (3) 52.222-43, Fair Labor Standards Act and Service Contract Act--Price Adjustment (Multiple Year and Option Contracts) (Sep 2009) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

[] (4) 52.222-44, Fair Labor Standards Act and Service Contract Act--Price Adjustment (Sep 2009) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

[] (5) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (Nov 2007) (41 U.S.C. 351, et seq.).

[] (6) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services--Requirements (FEB 2009) (41 U.S.C. 351, et seq.).

[] (7) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (MAR 2009)(Pub. L. 110-247)

[] (8) 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 (APR 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

(ii) 52.219-8, Utilization of Small Business Concerns (DEC 2010) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$650,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iii) [Reserved]

(iv) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).

(v) 52.222-35, Equal Opportunity for Veterans (SEP 2010) (38 U.S.C. 4212).

(vi) 52.222-36, Affirmative Action for Workers with Disabilities (Oct 2010) (29 U.S.C. 793).

(vii) 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.

(viii) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, et seq.).

(ix) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).

Alternate I (AUG 2007) of 52.222-50 (22 U.S.C. 7104(g)).

(x) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements "(Nov 2007)" (41 U.S.C. 351, et seq.).

(xi) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services-Requirements (FEB 2009)(41 U.S.C. 351, et seq.).

(xii) 52.222-54, Employee Eligibility Verification (JUL 2012)

(xiii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (MAR 2009)(Pub. L. 110-247). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xiv) 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.2 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.

(End of Clause)

## **C.3 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; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 30 Days 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 60 Months.

(End of Clause)

#### C.4 52.224-2 PRIVACY ACT (APR 1984)

(a) The Contractor agrees to--

(1) Comply with the Privacy Act of 1974 (the Act) and the agency rules and regulations issued under the Act in the design, development, or operation of any system of records on individuals to accomplish an agency function when the contract specifically identifies--

(i) The systems of records; and

(ii) The design, development, or operation work that the contractor is to perform;

(2) Include the Privacy Act notification contained in this contract in every solicitation and resulting subcontract and in every subcontract awarded without a solicitation, when the work statement in the proposed subcontract requires the design, development, or operation of a system of records on individuals that is subject to the Act; and

(3) Include this clause, including this subparagraph (3), in all subcontracts awarded under this contract which requires the design, development, or operation of such a system of records.

(b) In the event of violations of the Act, a civil action may be brought against the agency involved when the violation concerns the design, development, or operation of a system of records on individuals to accomplish an agency function, and criminal penalties may be imposed upon the officers or employees of the agency when the violation concerns the operation of a system of records on individuals to accomplish an agency function. For purposes of the Act, when the contract is for the operation of a system of records on individuals to accomplish an agency function, the Contractor and any employee of the Contractor is considered to be an employee of the agency.

(c) (1) "Operation of a system of records," as used in this clause, means performance of any of the activities associated with maintaining the system of records, including the collection, use, and dissemination of records.

(2) "Record," as used in this clause, means any item, collection, or grouping of information about an individual that is maintained by an agency, including, but not limited to, education, financial transactions, medical history, and criminal or employment history and that contains the person's name, or the identifying number, symbol, or other identifying particular assigned to the individual, such as a fingerprint or voiceprint or a photograph.

(3) "System of records on individuals," as used in this clause, means a group of any records under the control of any agency from which information is retrieved by the name of the individual or by some identifying number, symbol, or other identifying particular assigned to the individual.

(End of Clause)

**C.5 52.232-19 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR (APR 1984)**

Funds are not presently available for performance under this contract beyond Sept 30, 2013. The Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond Sept 30, 2013, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

(End of Clause)

**C.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/oamm/oa/ars/policyreg/vaar/index.cfm>

(End of Clause)

**C.7 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:

1,000,000

(End of Clause)

#### **C.8 VAAR 852.203-70 COMMERCIAL ADVERTISING (JAN 2008)**

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

(End of Clause)

#### **C.9 VAAR 852.237-70 CONTRACTOR RESPONSIBILITIES (APR 1984)**

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

(End of Clause)

#### **C.10 VAAR 852.273-76 ELECTRONIC INVOICE SUBMISSION (Interim - October 2008)**

(a) To improve the timeliness of payments and lower overall administrative costs, VA strongly encourages contractors to submit invoices using its electronic invoicing system. At present, electronic submission is voluntary and any nominal registration fees will be the responsibility of the contractor. VA intends to mandate electronic invoice submission, subject to completion of the federal rulemaking process. At present, VA is using a 3rd party agent to contact contractors

regarding this service. During the voluntary period, contractors interested in registering for the electronic system should contact the VA's Financial Services Center at <http://www.fsc.va.gov/einvoice.asp>.

(End of Clause)

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

## SECTION E - SOLICITATION PROVISIONS

### E.1 52.212-2 EVALUATION--COMMERCIAL ITEMS (JAN 1999)

(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:

#### Business Classification

Priority is as follows (rated highest to lowest)

- Service Disabled Veteran Owned Small Business (SDVOSB) VetBiz CVE Certified
- Veteran Owned Small Business (VOSB) VetBiz CVE Certified
- 8(a)
- HUBZONE
- Small Business
- Woman Owned Small Business
- Other Small Business's

Technical and past performance, when combined, are .

(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.2 VAAR 852.270-1 REPRESENTATIVES OF CONTRACTING OFFICERS (JAN 2008)

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

(End of Provision)