

SF 1449, Continuation of Block 18

Contract Administration Data

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

a. CONTRACTOR:

Point of Contact _____

Telephone Number _____

Fax Number _____

b. GOVERNMENT:

Contracting Officer (688/90C)
Department of Veterans Affairs
Capitol Network Acquisition Center
50 Irving Street, N.W.
Washington, DC 20422
(202) 745-8542

2. CONTRACTOR REMITTANCE ADDRESS - All payments by the Government to the contractor should be mailed to the following address:

3. INVOICES: Invoices shall be submitted monthly in arrears and mailed to the following address:

Chief, Fiscal Service (04)
Veterans Affairs Medical Center
50 Irving Street, N.W.
Washington, DC 20422
(202) 745-8701

SUPPLIES OR SERVICES AND PRICES/COSTS

(Continuation of SF 1449, blocks 19 – 24)

HOME INFUSION THERAPY SERVICES

Furnish all necessary labor, equipment, medications, materials, etc. to perform the Home Infusion Therapy Services in support of the VA Medical Center at 50 Irving Street, NW, Washington DC for the period of November 1, 2000 through October 31, 2001.

Bid Item	Description	Estimated Quantity	Unit Price	Amount
GROUP I – Washington DC Area				
1.	Chemotherapy	2 Patients	\$_____	\$_____
2.	Antibiotic	6 Patients	\$_____	\$_____
3.	Added Nurse Visits	_ Each	\$_____	\$_____
4.	Solumedrol		\$_____	
5.	Hydration		\$_____	
6.	Total Parental Nutrition (TPN)		\$_____	
7.	Antimicrobials		\$_____	
8.	Antivirals		\$_____	
9.	Antifungals		\$_____	
10.	Steroids		\$_____	
11.	Pain Management		\$_____	
	Total Group I			\$_____

GROUP II – Virginia Area

12.	Chemotherapy	2 Patients	\$_____	\$_____
13.	Solumedrol	18 Patient	\$_____	\$_____
14.	Antibiotic	4 Patients	\$_____	\$_____
15.	Added Nurse Visits	___ Each	\$_____	\$_____
16.	Hydration		\$_____	
17.	Total Parental Nutrition (TPN)		\$_____	

18.	Antimicrobials		\$_____	
19.	Antivirals		\$_____	
20.	Antifungals		\$_____	
21.	Steroids		\$_____	
22.	Pain Management		\$_____	
	Total Group II			\$_____

GROUP III – Maryland Area

23.	Chemotherapy	7 Patients	\$_____	\$_____
24.	Solumedrol	9 Patient	\$_____	\$_____
25.	Antibiotic	9 Patients	\$_____	\$_____
26.	Hydration	1 Patient	\$_____	\$_____
27.	Added Nurse Visits	___ Each	\$_____	\$_____
28.	Total Parental Nutrition (TPN)		\$_____	
29.	Antimicrobials		\$_____	
30.	Antivirals		\$_____	
31.	Antifungals		\$_____	
32.	Steroids		\$_____	
33.	Pain Management		\$_____	
	Total Group III			\$_____

Evaluation and award will be based on current patient workload. Multiple awards for each geographic summary group will be made. Delivery orders will be issued on a rotation basis.

B. SCOPE OF WORK

Home Infusion Therapies:

1. Total parental nutrition (TPN)
2. Antimicrobials
3. Antivirals
4. Antifungals
5. Steroids
6. Chemotherapy
7. Pain management
8. Hydration

DESCRIPTION /SPECIFICATIONS/WORK STATEMENT:

Agency Services to be Provided:

- ◆ Medications and IV solutions, including pharmacy compounding using aseptic techniques under a laminar flow hood or equal device in a temperature controlled room
- ◆ Equipment (infusion pumps, etc)
- ◆ Medical supplies (syringes, dressings, tubing, flushes, etc.)
- ◆ Delivery/pickup of medication and supplies
- ◆ Clinical pharmacy consultative and monitoring service available 24 hours a day
- ◆ Clinical nursing consultative and monitoring service available 24 hours a day
- ◆ Maintenance of all equipment under a preventive maintenance plan which includes electrical safety
- ◆ Chemotherapy spill kit for the home
- ◆ Chemotherapy disposal container in the home
- ◆ Safe and immediate disposal of drug and supply wastes that meet appropriate standards of OSHA
- ◆ Nursing services related to all aspects of the home infusion process:
 - Initial patient admission, assessment and reassessment as determined by patient needs performed by a trained qualified home infusion Registered Nurse (RN). Notify Program Coordinator, Home and Community Services at the VA if any problems arise.
 - Inventory of necessary medications and supplies delivered to the home and arrangements for ongoing delivery during the course of treatment
 - Monitoring, according to the patient's needs for proper storage including space, cleanliness, temperature, etc and disposal of medication and supplies
 - Instruction given to the patient/caregiver that will include at a minimum:
 - Safe and appropriate use of the medical equipment and/or supplies, administration of intravenous medications including cleaning, handling, and storage of equipment
 - Documentation of basic home safety instruction
 - Documentation of review of patient rights and responsibilities
 - Patient instruction with respect to who, how, and when to contact the home infusion agency for problems, equipment maintenance and repair, and replenishment of supplies
 - Standard precautions
 - IV catheter care; flushes and dressing change

- Agency will provide a toll-free 800 number available 24 hours per day for patient to report signs and symptoms of reactions to infusion therapy
- Agency will educate the patient about agency emergency numbers for contact at VA afterhours
- Documentation of patient education provided to the patient/caregiver
- Agency infusion nurse will be familiar with the referral package provided by the VA that includes history, IV orders, medication profile, and recent laboratory results before initiating first home visit
- Care planning process and documentation according to JCAHO standards
- Scheduling of all visits with patient/caregiver as authorized by VA. Additional RN visits must be approved by VA in advance.
- Blood and urine samples ordered by physician are to be transported to VA outpatient laboratory or by a pre-approved laboratory. Results are to be faxed to the Program Coordinator, Home and Community Services within 72 hours.
- A discharge planning process will be utilized between the agency, VA physician and the Community Health Nurse Coordinator.
- A copy of the agency discharge summary note will be provided to VA within two weeks of completion of services.

Qualifications of bidders under the terms of this contract:

- ◆ The Contractor shall be accredited by the Joint Commission for Accreditation of Health Care Organizations (JCAHO), and the Food and Drug Administration and remain in compliance throughout the duration of the contract. Copies of accreditation certificates must be submitted to the VA prior to award. Any conditions of noncompliance and recommendations will be provided to the VA within seven (7) days of their notification. If at any time the agency loses their accreditation, they will notify the VA immediately.
- ◆ Assure licensure and competency of all employees according to Joint Commission on Accreditation of Healthcare Organizations (JCAHO) standards and provide, as requested, documentation to the VA on each employee working under the contract. These should include an annual update of the following:
 - Job/position description
 - Orientation description
 - Initial assessment of competence in providing IV therapy, PICC, central line, and port-a-cath care, and training with IV pumps
 - Orientation and competency in the administration of chemotherapy
 - Documentation of initial and annual training/in-service to include specific training in treating geriatric patients.
 - Randomly select RNs from agency assigned to a patient and get a copy of RN license, orientation and competency checklists
- ◆ RNs subcontracted from another home care agency must meet the same requirements for licensure and competency as the parent agency.
- ◆ Provide coordination, supervision, and evaluation of staff and services according to JCAHO standards.

- ◆ Have an on-going quality improvement program designed to objectively and systematically monitor and evaluate the quality and appropriateness of patient care, resolve identified problems, and pursue opportunities to improve patient care. Documentation of such will be provided to VA on a quarterly basis.
- ◆ Have patient satisfaction indicators in place and reported quarterly to the VA. The home infusion agency will maintain a record of patient complaints, to include problem/resolution in a retrievable file.
- ◆ Have an emergency preparedness plan designed to provide continuing care and support, appropriate to the care provided, in the event of an emergency that would result in interruption of patient services. The written plan will be provided to the VA for review on an annual basis.
- ◆ Provide the referring physician via Program Coordinator of Home and Community Services, with information following a patient visit, including documentation about patients progress and lab results in a timely manner.
- ◆ Comply with standard precautions as required in the preparation, delivery, and storage process. The home infusion agency is responsible for having a mechanism for evaluating, reporting, and maintaining records of infection among patients and staff. Documentation of same shall be provided upon request.
- ◆ Comply with all Department of Transportation and Federal Drug Administration regulations.
- ◆ Document and immediately fax a report to the Program Coordinator of Home and Community Services any known incidents of death, accident, injury, or infection related to furnished medications, supplies, or medical equipment and any life-threatening equipment malfunctions or equipment recalls. The home infusion agency will maintain a recall plan.
- ◆ The VA will conduct on-site inspections to the home infusion agency's local operating office and patient homes at its discretion.
- ◆ Provide an anaphylactic kit whenever the first dose of a medication is given at home to guard against an allergic reaction.

Responsibility of VA to home infusion agency:

- ◆ Provide a complete written referral to home infusion agency that includes:
 - Authorization for treatment
 - Name and telephone numbers for attending physician and Community Health Nurse Coordinator
 - Demographic and medical history information
 - Home IV physician orders that are signed by attending physician
 - Supplemental orders if applicable
 - Medication profile
 - Most recent laboratory results if applicable
 - Discharge summary from last hospitalization if applicable
- ◆ Community Health Nurse Coordinator will contact the home infusion intake nurse 24 hours or more before home infusion therapy is required
- ◆ Assign a Community Health Nurse to liaison with the agency for duration of home infusion therapy. Has responsibility to coordinate revision in IV orders and laboratory test results between the agency pharmacist, case manager nurse and VA attending physician.

- ◆ Return to home infusion agency interim orders and/or Plan of Treatment/Certification documentation signed by attending physician within 30 days.
- ◆ Provide agency with telephone numbers for the VA paging system, attending physician, Acute Emergency Care Department, and Home and Community Office.
- ◆ Provide directions of who to contact for emergency/problem after regular business hours.
- ◆ Use PICC line, central venous access line, or port-a-catheter whenever possible for intravenous access.
- ◆ VA pharmacy will replace to the agency pharmacy any medication used for therapy within two weeks of notification by contractor.

SERVICE AREA:

Designated PRIMARY and CLINIC of jurisdiction areas located in:

District of Columbia
 Adjoining counties in the states of Maryland and Virginia.

INVOICES:

- ◆ The home infusion agency shall submit a separate invoice for each veteran receiving services approved under the contract.
- ◆ The invoice shall include the date of invoice, federal ID number of agency, invoice number, dates of services, per diem cost, skilled RN visit cost, number of days of care, description of services, quantities, total prices, unit prices, extended totals, and the patient's name and social security number.
- ◆ Invoices must be submitted monthly in arrears.
- ◆ Invoices are to be mailed to:
 VA Medical Center
 Fee Basis Office (120)
 50 Irving Street NW
 Washington, DC 20422
- ◆ The agency shall receive payment for only those services previously approved.
- ◆ Questions concerning invoice may be referred to the Fee Basis Office at telephone 202-745-8338 or Fax 202-745-8629.

GENERAL DESCRIPTION: Services will be provided under a Medication Replacement Program. Replacement Medication will be mailed to contractor pharmacy within two weeks of notification to the VA Medical Center.

NORMAL WORK HOURS: Work required in the performance of this contract shall be performed during regular working hours 8:00 a.m. to 4:30 p.m., Monday through Friday, except government holidays (New Year's Day, Martin Luther King Birthday, President's Day, Memorial Day, 4th of July, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day and Christmas Day).

SCHEDULING AND REFERRAL PROCESS: Authorizations for services will be on a completed/signed VA Form 10-7079, Request for Outpatient Services and Standard Form 513, Consultation Sheet (See Attachment 1 and Attachment 2).

REPORTS/FOLLOW-UP/COMMUNICATION RESULTS: The contractor will provide a written report of each _____ to the VA Medical Center within 14 days of each visit.

RECORDS: All medical records concerning the veteran's care will be readily accessible to the VA. Upon discharge or death of the patient, the contractor will retain medical records for a period of at least ten (10) years. Patient records will be maintained in conformance with the Privacy Act of 1974 (5 U.S.C. 552a).

RELEASE OF INFORMATION: Release of any medical records shall be subject to authorization of the patient. Release to private physicians will be in accordance with the policy of the Contractor.

INVOICES: Invoices shall be submitted promptly to the authorizing facility monthly and in arrears of services rendered. All invoices must include the full name and address of the facility and shall reflect the patient's name, social security number; test performed, and dates of test. Direct invoices to VA Medical Center, Social Work Service, Fee Basis Section (122), 50 Irving Street, NW, Washington, DC 20422.

PAYMENTS: Payments made by VA, under this contract constitute the total cost to administer the requested test. No additional charges will be billed to Medicare Part B, the beneficiary or his/her family, either by the contractor or any third part furnishing services or supplies required for such care, unless and until specific prior authorization in writing is obtained from the VA facility authorizing treatment. The contractor will not solicit contributions, donations, or gifts from patients or family members.

SF 1449, Continuation of Block 27

OFFERORS MUST COMPLETE AND RETURN ALL INFORMATION DESIGNATED IN 52.212-1, INSTRUCTIONS TO OFFERORS - COMMERCIAL ITEMS, PARAGRAPH b, PRIOR TO THE TIME SPECIFIED IN BLOCK 8 OF SF 1449 IN ORDER TO BE CONSIDERED FOR AWARD

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

AMENDMENT NO	DATE
_____	_____
_____	_____
_____	_____

Sealed offers for furnishing the supplies or services in the Schedule will be received at the address specified in Block 9 of SF 1449, or if hand-carried, **the Contracting Office at the Veterans Affairs Medical Center, Acquisition & Materiel Management Service, 50 Irving Street, N.W., Washington, DC 20422, ROOM 1B-112** until the date and time specified in Block 8. CAUTION - LATE Submissions, Modifications, and Withdrawals: See provision 52.212-1. All offers are subject to all terms and conditions of this solicitation.

52.212-4 Contract Terms and Conditions - Commercial Items. (APR 1998)

(a) Inspection/Acceptance. The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. The Government must exercise its post-acceptance rights -

(1) Within a reasonable time after the defect was discovered or should have been discovered; and

(2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(b) Assignment. The Contractor or its assignee's rights to be paid amounts due as a result of performance of this contract, may be assigned to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727).

(c) Changes. Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) Disputes. This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) Definitions. The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.

(f) Excusable delays. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) Invoice. The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized,) to the address designated in the contract to receive invoices. An invoice must include -

(1) Name and address of the Contractor;

(2) Invoice date;

(3) Contract number, contract line item number and, if applicable, the order number;

- (4) Description, quantity, unit of measure, unit price and extended price of the items delivered;
- (5) Shipping number and date of shipment including the bill of lading number and weight of shipment if shipped on Government bill of lading;
- (6) Terms of any prompt payment discount offered;
- (7) Name and address of official to whom payment is to be sent; and
- (8) Name, title, and phone number of person to be notified in event of defective invoice.

Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) Circular A-125, Prompt Payment. Contractors are encouraged to assign an identification number to each invoice.

(h) Patent indemnity. The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) Payment. Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) Circular A-125, Prompt Payment. Unless otherwise provided by an addendum to this contract, the Government shall make payment in accordance with the clause at FAR 52.232-33, Mandatory Information for Electronic Funds Transfer Payment, which is incorporated herein by reference. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(j) Risk of loss. Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

- (1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or
- (2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) Taxes. The contract price includes all applicable Federal, State, and local taxes and duties.

(l) Termination for the Government's convenience. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) Termination for cause. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for

any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) Title. Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) Warranty. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) Limitation of liability. Except as otherwise provided by an express or implied warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) Other compliances. The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) Compliance with laws unique to Government contracts. The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. 327, et seq., Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-58, Anti-Kickback Act of 1986; 41 U.S.C. 265 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. 423 relating to procurement integrity.

(s) Order of precedence. Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:

(1) The schedule of supplies/services.

(2) The Assignments, Disputes, Payments, Invoice, Other Compliances, and Compliance with Laws Unique to Government Contracts paragraphs of this clause.

(3) The clause at 52.212-5.

(4) Addenda to this solicitation or contract, including any license agreements for computer software.

(5) Solicitation provisions if this is a solicitation.

(6) Other paragraphs of this clause.

(7) The Standard Form 1449.

(8) Other documents, exhibits, and attachments.

(9) The specification.

ADDENDUM TO FAR 52.212-4

METRIC PRODUCTS: Products manufactured to metric dimensions will be considered on an equal basis with those manufactured using inch-pound units, providing they fall within the tolerances specified using conversion tables contained in the latest revision of Federal Standard No. 376, and all other requirements of this document are met.

If a product is manufactured to metric dimensions and those dimensions exceed the tolerances specified in the inch-pound units, a request should be made to the Contracting Officer to determine if the product is

acceptable. The Contracting Officer, in concert with the COTR will accept or reject the product.

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.arnet.gov/far/> (for FAR clauses 52....)

<http://www.gov/oa&mm/vaar/> (for VAAR clauses 852....)

52.216-27	Single or Multiple Awards	OCT 1995
52.216-21	Requirements	OCT 1995
52.222-21	Certification of Nonsegregated Facilities	FEB 1999
52.222-46	Evaluation of Compensation for Professional Employees	FEB 1993
52.224-2	Privacy	APR 1984
52.232-33	Mandatory Information for Electronic Funds Transfer Payment	AUG 1996
52.237-1	Site Visit	APR 1984
52.237-3	Continuity of Services	JAN 1991
852.203-71	Display of VA Hotline Poster	DEC 1992
852.216-70	Estimated Quantities for Requirements Contract	APR 1984
852.270-1	Representatives of Contracting Officers	APR 1984
852.270-4	Commercial Advertising	NOV 1984
852.271-70	Nondiscrimination in Services Provided Beneficiaries	APR 1984

52.232-19 Availability of Funds for the Next Fiscal Year. (APR 1984)

Funds are not presently available for performance under this contract beyond September 30th of the current year. 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 September 30th of the current year, 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.

52.212-5 Contract Terms and Conditions Required To Implement Statutes or Executive Orders - Commercial Items. (JAN 1999)

(a) The Contractor agrees to comply with the following 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) 52.222-3, Convict Labor (E.O. 11755); and
- (2) 52.233-3, Protest after Award (31 U.S.C 3553).

(b) The Contractor agrees to comply with the FAR clauses in this paragraph (b) which 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 or components:

X (1) 52.203-6, Restrictions on Subcontractor Sales to the Government, with Alternate I (41 U.S.C. 253g and 10 U.S.C. 2402).

X (2) Reserved

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

N/A (4) 52.219-9, Small Business Subcontracting Plan (15 U.S.C. 637 (d)(4)).

N/A (5) 52.219-14, Limitation on Subcontracting (15 U.S.C. 637(a)(14)).

X (6)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).

10% total SDB percent participation of total value of offer.
 total dollar value of SDB participation.

N/A (ii) Alternate I of 52.219-23.

N/A (7) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

N/A (8) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

N/A (9) 52.219-3, Notice of HUBZone Small Business Set-Aside (Jan 1999).

N/A (10) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 1999) (if the offeror elects to waive the preference, it shall so indicate in its offer).

X (11) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).

X (12) 52.222-26, Equal Opportunity (E.O. 11246).

X (13) 52.222-35, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212).

X (14) 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793).

X (15) 52.222-37, Employment Reports on Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212).

N/A (16) 52.225-3, Buy American Act - Supplies (41 U.S.C. 10).

N/A (17) 52.225-9, Buy American Act - Trade Agreements Act - Balance of Payments Program (41 U.S.C. 10, 19 U.S.C. 2501-2582).

N/A (18) (Reserved)

N/A (19) 52.225-18, European Union Sanction for End Products (E.O. 12849).

N/A (20) 52.225-19, European Union Sanction for Services (E.O. 12849).

N/A (21)(i) 52.225-21, Buy American Act - North American Free Trade Agreement Implementation Act - Balance of Payments Program (41 U.S.C 10, Pub. L. 103-187).

N/A (ii) Alternate I of 52.225-21.

N/A (22) 52.239-1, Privacy or Security Safeguards (5 U.S.C. 552a).

N/A (23) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (46 U.S.C. 1241).

(c) The Contractor agrees to comply with the FAR clauses in this paragraph (c), applicable to commercial services, which 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 or components:

N/A (1) 52.222-41, Service Contract Act of 1965, As Amended (41 U.S.C. 351, et seq.).

N/A (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

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

N/A (4) 52.222-44, Fair Labor Standards Act and Service Contract Act - Price Adjustment (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

N/A (5) 52.222-47, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor Collective Bargaining Agreement (CBA) (41 U.S.C. 351, et seq.).

(d) Comptroller General Examination of Record. The Contractor agrees to 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) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) or (d) of this clause, the Contractor is not required to include any FAR clause, other than those listed below (and as may be required by an addenda to this paragraph to establish the reasonableness of prices under Part 15), in a subcontract for commercial items or commercial components -

(1) 52.222-26, Equal Opportunity (E.O. 11246);

(2) 52.222-35, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212);

(3) 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793); and

(4) 52.247-64, Preference for Privately-Owned U.S.- Flagged Commercial Vessels (46 U.S.C. 1241) (flow down not required for subcontracts awarded beginning May 1, 1996).

ADDENDUM TO FAR 52.212-1:

Multiple Awards: The award of multiple contracts is anticipated. No more than three (3) awards will be made. Task orders shall be issued to the awarded contractors on a rotating basis. If three awards are made, you can anticipate receiving a 1/3 of the total estimated quantities listed in the Schedule of Prices; however, there is no guarantee tot he number of awards made or task orders issued.

52.212-3 Offeror Representations and Certifications - Commercial Items. (JAN 1999) -- Alternate II (OCT 1998)

(a) Definitions. As used in this provision:

"Emerging small business" means a small business concern whose size is no greater than 50 percent of the numerical size standard for the standard industrial classification code designated.

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

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

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

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

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

(b) Taxpayer identification number (TIN) (26 U.S.C. 6050M).

(1) Taxpayer Identification Number (TIN).

TIN: _____

___ TIN has been applied for.

___ TIN is not required because:

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

___ Offeror is an agency or instrumentality of a foreign government;

___ Offeror is an agency or instrumentality of a Federal, state, or local government;

___ Other. [State basis]

(2) Corporate status.

___ Corporation providing medical and health care services, or engaged in the billing and collecting of payments for such services;

___ Other corporate entity;

___ Not a corporate entity:

___ Sole proprietorship

___ Partnership

___ Hospital or extended care facility described in 26 CFR 501(c)(3) that is exempt from taxation under 26 CFR 501(a).

(3) Common parent.

___ Offeror is not owned or controlled by a common parent:

___ Name and TIN of common parent:

Name _____

TIN _____

(c) Offerors must complete the following representations when the resulting contract is to be performed inside the United States, its territories or possessions, Puerto Rico, the Trust Territory of the Pacific Islands, or the District of Columbia. Check all that apply.

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

(2) Small disadvantaged business concern. The offeror represents, for general statistical purposes, that it ___ is, ___ is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) Women-owned small business concern. The offeror represents that it ___ is, ___ is not a women-owned small business concern.

Note: Complete paragraphs (c)(4) and (c)(5) only if this solicitation is expected to exceed the simplified acquisition threshold.

(4) Women-owned business concern. The offeror represents that it ___ is, ___ is not, a women-owned business concern.

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

(6) Small Business Size for the Small Business Competitiveness Demonstration Program and for the Targeted Industry Categories under the Small Business Competitiveness Demonstration Program.

(Complete only if the offeror has represented itself to be a small business concern under the size standards for this solicitation.)

(i) (Complete only for solicitations indicated in an addendum as being set-aside for emerging small businesses in one of the four designated industry groups (DIGs).) The offeror represents as part of its offer that it ___ is, ___ is not an emerging small business.

(ii) (Complete only for solicitations indicated in an addendum as being for one of the targeted industry categories (TICs) or four designated industry groups (DIGs).) Offeror represents as follows:

(A) Offerors number of employees for the past 12 months (check the Employees column if size standard stated in the solicitation is expressed in terms of number of employees); or

(B) Offerors average annual gross revenue for the last 3 fiscal years (check the Average Annual Gross Number of Revenues column if size standard stated in the solicitation is expressed in terms of annual receipts).

(Check one of the following):

NUMBER OF EMPLOYEES	AVERAGE ANNUAL GROSS REVENUES
<input type="checkbox"/> 50 or fewer	<input type="checkbox"/> \$1 million or less
<input type="checkbox"/> 51-100	<input type="checkbox"/> \$1,000,001-\$2 million
<input type="checkbox"/> 101-250	<input type="checkbox"/> \$2,000,001-\$3.5 million
<input type="checkbox"/> 251-500	<input type="checkbox"/> \$3,500,001-\$5 million
<input type="checkbox"/> 501-750	<input type="checkbox"/> \$5,000,001-\$10 million
<input type="checkbox"/> 751-1,000	<input type="checkbox"/> \$10,000,001-\$17 million
<input type="checkbox"/> Over 1,000	<input type="checkbox"/> Over \$17 million

(7) (Complete only if the solicitation contains the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns, or FAR 52.219-25, Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting, and the offeror desires a benefit based on its disadvantaged status.)

(i) General. The offeror represents that either:

(A) It ___ is, ___ is not certified by the Small Business Administration as a small disadvantaged business concern and is listed, on the date of this representation, on the register of small disadvantaged business concerns maintained by the Small Business Administration, and that no material change in disadvantaged ownership and control has occurred since its certification, and where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or

(B) It ___ has, ___ has not submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(ii) Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(7)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. (The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture _____).

(iii) Address. The offeror represents that its address ___ is, ___ is not in a region for which a small disadvantaged business procurement mechanism is authorized and its address has not changed since its certification as a small disadvantaged business concern or submission of its application for certification. The list of authorized small disadvantaged business procurement mechanisms and regions is posted at <http://www.arnet.gov/References/sdbadjustments.htm>. The offeror shall use the list in effect on the date of this solicitation. "Address," as used in this provision, means the address of the offeror as listed on the Small Business Administration's register of small disadvantaged business concerns or the address on the completed application that the concern has submitted to the Small Business Administration or a Private Certifier in accordance with 13 CFR part 124, subpart B. For joint ventures, "address" refers to the address of the small disadvantaged business concern that is participating in the joint venture.

(d) Certifications and representations required to implement provisions of Executive Order 11246:

(1) Certification of non-segregated facilities. (Applies only if the contract amount is expected to exceed \$10,000) - By submission of this offer, the offeror certifies that it does not and will not maintain or provide for its employees, any facilities that are segregated on the basis of race, color, religion, or national origin because of habit, local custom, or otherwise and that it does not and will not permit its employees to perform their services at any location where segregated facilities are maintained. The offeror agrees that a breach of this certification is a violation of the Equal Opportunity clause in the contract.

(2) Previous contracts and compliance. The offeror represents that -

(i) It ___ has, ___ has not, participated in a previous contract or subcontract subject either to the Equal Opportunity clause of this solicitation, the clause originally contained in Section 310 of Executive Order 10925, or the clause contained in Section 201 of Executive Order 11114; and

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

(3) Affirmative Action Compliance. The offeror represents that -

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

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

(e) Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$100,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract.

(f) Buy American Act - Trade Agreements - Balance of Payments Program Certificate. (Applies only if FAR clause 52.225-9, Buy American Act - Trade Agreement - Balance of Payments Program, is included in this solicitation.)

(1) The offeror hereby certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product (as defined in the clause entitled "Buy American Act - Trade Agreements - Balance of Payments Program") and that components of unknown origin have been considered to have been mined, produced, or manufactured outside the United States, a designated country, a North American Free Trade Agreement (NAFTA) country, or a Caribbean Basin country, as defined in section 25.401 of the Federal Acquisition Regulation.

(2) Excluded End Products:

LINE ITEM NO.	COUNTRY OF ORIGIN
_____	_____
_____	_____
_____	_____

(List as necessary)

(3) Offers will be evaluated by giving certain preferences to domestic end products, designated country end products, NAFTA country end products, and Caribbean Basin country end products over other end products. In order to obtain these preferences in the evaluation of each excluded end product listed in paragraph (f)(2) of this provision, offerors must identify and certify below those excluded end products that are designated or NAFTA country end products, or Caribbean Basin country end products. Products that are not identified and certified below will not be deemed designated country end products, NAFTA country end products, or Caribbean Basin country end products. Offerors must certify by inserting the applicable line item numbers in the following:

(i) The offeror certifies that the following supplies qualify as "designated or NAFTA country end products" as those terms are defined in the clause entitled "Buy American Act - Trade Agreements - Balance of Payments Program":

(Insert line item numbers)

(ii) The offeror certifies that the following supplies qualify as "Caribbean Basin country end products" as that term is defined in the clause entitled "Buy American Act - Trade Agreements - Balance of Payments Program":

(Insert line item numbers)

(4) Offers will be evaluated in accordance with FAR Part 25.

(g)(1) Buy American Act - North American Free Trade Agreement Implementation Act - Balance of Payments Program. (Applies only if FAR clause 52.225-21, Buy American Act - North American Free Trade Agreement Implementation Act - Balance of Payments Program, is included in this solicitation.)

(i) The offeror certifies that each end product being offered, except those listed in paragraph (g)(1)(ii) of this provision, is a domestic end product (as defined in the clause entitled "Buy American Act - North American Free Trade Agreement Implementation Act - Balance of Payments Program," and that

components of unknown origin have been considered to have been mined, produced, or manufactured outside the United States.

(ii) Excluded End Products:

LINE ITEM NO.	COUNTRY OF ORIGIN
_____	_____
_____	_____
_____	_____

(List as necessary)

(iii) Offers will be evaluated by giving certain preferences to domestic end products or NAFTA country end products over other end products. In order to obtain these preferences in the evaluation of each excluded end product listed in paragraph (g)(1)(ii) of this provision, offerors must identify and certify below those excluded end products that are NAFTA country end products. Products that are not identified and certified below will not be deemed NAFTA country end products. The offeror certifies that the following supplies qualify as "NAFTA country end products" as that term is defined in the clause entitled "Buy American Act - North American Free Trade Agreement Implementation Act - Balance of Payments Program":

(Insert line item numbers)

(iv) Offers will be evaluated in accordance with Part 25 of the Federal Acquisition Regulation. In addition, if this solicitation is for supplies for use outside the United States, an evaluation factor of 50 percent will be applied to offers of end products that are not domestic or NAFTA country end products.

(2) Alternate I. If Alternate I to the clause at 52.225-21 is included in this solicitation, substitute the following paragraph (g)(1)(iii) for paragraph (g)(1)(iii) of this provision:

(g)(1)(iii) Offers will be evaluated by giving certain preferences to domestic end products or Canadian end products over other end products. In order to obtain these preferences in the evaluation of each excluded end product listed in paragraph (b) of this provision, offerors must identify and certify below those excluded end products that are Canadian end products. Products that are not identified and certified below will not be deemed Canadian end products.

The offeror certifies that the following supplies qualify as "Canadian end products" as that term is defined in the clause entitled "Buy American Act - North American Free Trade Agreement Implementation Act - Balance of Payments Program":

(Insert line item numbers)

(h) Certification Regarding Debarment, Suspension or Ineligibility for Award (Executive Order 12549). The offeror certifies, to the best of its knowledge and belief, that -

(1) The offeror and/or any of its principals ___ are, ___ are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency, and

(2) ___ Have, ___ have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and ___ are, ___ are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

852.219-70 Veteran-Owned Small Business. (DEC 1990)

The offeror represents that the firm submitting this offer ___ is ___ is not, a veteran-owned small business, ___ is ___ is not, a Vietnam era veteran-owned small business, and ___ is ___ is not, a disabled veteran-owned small business. A veteran-owned small business is defined as a small business, at least 51 percent of which is owned by a veteran who also controls and operates the business. Control in this context means exercising the power to make policy decisions. Operate in this context means actively involved in the day-to-day management. For the purpose of this definition, eligible veterans include:

(a) A person who served in the U.S. Armed Forces and who was discharged or released under conditions other than dishonorable.

(b) Vietnam era veterans who served for a period of more than 180 days, any part of which was between August 5, 1964, and May 7, 1975, and were discharged under conditions other than dishonorable.

(c) Disabled veterans with a minimum compensable disability of 30 percent, or a veteran who was discharged for disability.

Failure to execute this representation will be deemed a minor informality and the bidder or offeror shall be permitted to satisfy the requirement prior to award (see FAR 14.405).

852.237-7 INDEMNIFICATION AND MEDICAL LIABILITY INSURANCE (OCT 1996)

(a) It is expressly agreed and understood that this is a nonpersonal 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 of \$1,000,000. 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.

(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.