

Attachment 1

HIPAA REQUIREMENTS

BY SIGNING THIS CONTRACT THE CONTRACTOR AGREES TO THE FOLLOWING:

CONTRACTOR/VENDOR DISCLOSURE AGREEMENT

The Armed Forces Retirement Home (AFRH) has a legal and ethical responsibility to safeguard the privacy of all patients and to protect the confidentiality of their health information. In the course of its business relationship with the AFRH the Contractor and/or its employees and/or agents may come into possession of confidential patient information, even though it may not be directly involved in providing patient services.

In consideration of, and as a condition to, its business relationship with the AFRH and its employees and/or agents will hold the following information in strictest confidence:

1. Any information supplied by AFRH or its affiliates;
2. Any information which is the direct or indirect result of services provided for the AFRH under this contract;
3. Any information about AFRH or its affiliates' business operations, products, services, or residents.

OR

BUSINESS ASSOCIATE AGREEMENT

Whereas, the Contractor will provide a service to the AFRH and, in connection with provision of these services, the AFRH may disclose to the Contractor Protected Health Information (PHI) that is subject to protection under the regulations issued by the Department of Health and Human Services, as mandated by the Health Insurance Portability and Accountability Act of 1996 (HIPAA); 45 CFR Parts 160 and 164, Subpart A and H, the Standards for Privacy of Individually Identifiable Health Information ("Privacy Rule"); and 45 CFR Parts 160 and 164, Subpart A and C, the Security Standard ("Security Rule"); and

Whereas, the AFRH is a "Covered Entity" as that term is defined in the HIPAA implementing regulations, 45CFR 160.103, and

Whereas I, the contractor, as a recipient of PHI from "Covered Entity", is a "Business Associate" of the "Covered Entity" as the term "Business Associate" is defined in the HIPAA implementing regulations, 45 CFR160.103; and

Whereas, pursuant to the Privacy and Security Rules, all Business Associates of Covered Entities must agree in writing to certain mandatory provisions regarding the use and disclosure of PHI and

Whereas, the purpose of this Agreement is to comply with the requirements of the Privacy and Security rules, including, but not limited to the Business Associate contract requirements at 45 CFR "164.308(b), 164.314(a), 164.502(e) and 154.504(c) and as may be amended.

1. Definitions. Unless otherwise provided in this Agreement, capitalized terms have the same meanings as set forth in the Privacy and Security Rules. The term “Protected Health Information” or the abbreviation “PHI” shall include the term “Electronic Protected Health Information” and the abbreviation “EPHI” in this agreement.
2. Ownership of PHI. PHI provided to the contractor or created, gathered or received by the contractor, its agents and subcontractors under this agreement is the property of AFRH.
3. Scope of Use and Disclosure by Business Associate of Protected Health Information and Electronic Protected Health Information.
 - a. Business Associate shall be permitted to make Use and Disclosure of PHI that is disclosed to it by Covered Entity, or created, gathered or received by Business Associate on behalf of Covered Entity, as necessary to perform its obligation under this Agreement provided the AFRH may make such Use or Disclosure under the Privacy and Security Rules, and the Use or Disclosure complies with the Covered Entity’s minimum necessary policies and procedures.
 - b. Unless otherwise limited herein, in addition to any other Uses and/or Disclosures permitted or authorized by this Agreement or required by law a Business Associate may:
 - (1) use the PHI in its possession for its proper management and administration and to fulfill any legal responsibilities of Business Associate;
 - (2) make a Disclosure of the PHI in its possession to a third party for the purpose of Business Associate’s proper management and administration or to fulfill any legal responsibilities of Business Associate; provided, however, that the disclosures are Required By Law or permitted by Federal law and AFRH policy and Business Associate has received from the third party written assurances that (a) the information will be held confidentially and Use or further Disclosure made only as Required by Law or for the purposes for which it was disclosed to the third part; and (b) the third party will notify the Business Associate of any instances of which it becomes aware in which the confidentiality of the information has been breached;
 - (3) engage in Data Aggregation activities, consistent with the Privacy Rule; and
 - (4) de-identify any and all PHI created or received by Business Associate under this Agreement; provided, that the de-identification conforms to the requirements of the Privacy Rule.
4. Obligations of Business Associate: In connection with its Use and Disclosure of PHI received from Covered Entity or created, gathered or received on behalf of Covered Entity, Business Associate agrees that it will:
 - a. Use or make further Disclosure of PHI only as permitted or required by this Agreement or as Required By Law;
 - b. Use reasonable and appropriate safeguards to prevent Use or Disclosure of PHI other than as provided for by this Agreement;

- c. To the extent practicable, mitigate any harmful effect that is known to Business Associate of a Use or Disclosure of PHI by Business Associate in violation of this Agreement;
- d. Promptly report to Covered Entity any Security Incident, or Use or Disclosure of PHI not provided for by this Agreement, of which Business Associate becomes aware;
- e. Require contractor, subcontractors or agents to whom Business Associate provides PHI to agree to the same restrictions and conditions that apply to Business Associate pursuant to this Agreement, including implementation of reasonable and appropriate safeguards to protect PHI;
- f. Make available to the Secretary of Health and Human Services Business Associate's internal practices, books and records, including policies and procedures, relating to the Use or Disclosure of PHI for purposes of determining Covered Entity's compliance with the Privacy and Security Rules, subject to any applicable legal privileges;
- g. If the Business Associate maintains PHI in a Designated Record Set, maintain the information necessary to document this disclosure of PHI sufficient to make an accounting of those disclosures as required under the Privacy Rule and the Privacy Act, 5 USC 552a, and within 15 days of receiving a request from Covered Entity, make available the information necessary for Covered Entity to make an accounting of Disclosures of PHI about an individual in the Designated Record Set or Covered Entity's Privacy Act System of Records;
- h. If the Business Associate maintains PHI in a Designated Record Set or Privacy Act System of Records, within 10 days of receiving a written request from Covered Entity, make available PHI in the Designated Record Set or System of Records necessary for Covered Entity to respond to individuals; requests for access to PHI about them that is not in the possession of Covered Entity.

5. Obligation of Covered Entity: Covered Entity agrees that it:

- a. Has obtained, and will obtain, from Individuals any consents, authorizations and other permissions necessary or required by laws applicable to Covered Entity for Business Associate and Covered Entity to fulfill their obligations under this Agreement.
- b. Will promptly notify Business Associate in writing of any restriction on the Use and Disclosure of PHI about individuals that Covered Entity has agreed to that may affect Business Associate's ability to perform its obligations under this Agreement;
- c. Will promptly notify Business Associate in writing of any changes in, or revocation of, permission by an individual to use or disclose PHI, in such changes or revocation may affect Business Associate's ability to perform its obligation under this Agreement.

6. Termination.

a. **Termination for Cause.** Upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity shall either:

- (1) provide an opportunity for Business Associate to cure the breach or end the violation and terminate this Agreement if Business Associate does not cure the breach or end the violation within the time specified by Covered Entity;
- (2) immediately terminate this Agreement if Business Associate has breached a material term of this Agreement and cure is not possible;
- (3) if neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary of Health and Human Services.

b. **Automatic Termination.** This Agreement will automatically terminate upon completion of the Business Associate's duties under the underlying agreement, or termination of that agreement by either party.

c. **Effect of Termination.**

- (1) Termination of this Agreement will result in cessation of activities by the Business Associate and any agents or subcontractors of its involving PHI under this Agreement.
- (2) Upon termination of this Agreement, Business Associate will return or destroy all PHI received from Covered Entity or created, gathered or received by Business Associate and its agents and subcontractors on behalf of Covered Entity under this Agreement. The Business Associate shall certify that all PHI has been returned to Covered Entity or destroyed. If immediate return or destruction of all PHI is not possible, the contractor further certifies that any data retained will be safeguarded to prevent unauthorized Uses or Disclosures.

7. Amendment. Business Associate and Covered Entity agree to take such action as is necessary to amend this Agreement for Covered Entity to comply with the Requirements of the Privacy and Security Rules or other applicable laws.

8. Survival. The obligations of Business Associate under Section 6.C(2) of this Agreement shall survive any termination of this Agreement.

9. No Third Party Beneficiaries. Nothing express or implied in this Agreement is intended to confer, nor shall anything herein confer, upon any person other than the parties and their respective successors or assigns, any rights, remedies, obligations or liabilities whatsoever.

10. Other Applicable Law. This Agreement does not, and is not intended to, abrogate any responsibilities of the parties under any other applicable law.

11. In the event terms and conditions differ, the terms and conditions of the contract shall take precedence.

Effective Date. This Agreement shall be effective on the date of contract award.

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30				1. REQUISITION NUMBER AFRW-7380-05-0002		PAGE 1 OF 1 of 28							
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NO.		5. SOLICITATION NUMBER BPD-05-CI-0028		6. SOLICITATION ISSUE DATE 1/19/05					
7. FOR SOLICITATION INFORMATION CALL:			a. NAME ▶ Lisa Wells, Contract Specialist			b. TELEPHONE NUMBER (No collect calls) 304-480-7026		8. OFFER DUE DATE/LOCAL TIME 3/7/05					
9. ISSUED BY Department of Treasury Bureau of the Public Debt Division of Procurement – UNB 4 th Floor Parkersburg, WV 26101				CODE		10. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED <input checked="" type="checkbox"/> SET ASIDE: 100 % FOR <input checked="" type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> 8(A) NAICS: 621340 SIZE STANDARD: \$6 Million		11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS			
15. DELIVER TO				CODE		16. ADMINISTERED BY				CODE			
17a. CONTRACTOR/ OFFEROR		CODE		FACILITY CODE		18a. PAYMENT WILL BE MADE BY						CODE	
TELEPHONE NO.				DUNS #:				Department of the Treasury Bureau of the Public Debt Accounting Operations Branch P.O. Box 1328, UNB 6 th Floor Parkersburg, WV 26101-1328					
<input type="checkbox"/> 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 <input type="checkbox"/> SEE ADDENDUM							
19. ITEM NO.		20. SCHEDULE OF SUPPLIES/SERVICES				21. QUANTITY		22. UNIT		23. UNIT PRICE		24. AMOUNT	
		The Armed Forces Retirement Home, Washington, DC intends to acquire Physical Therapy and Speech Pathology Services in accordance with the requirements of the attached Performance Work Statement. <i>(Use Reverse and /or Attach Additional Sheets as Necessary)</i>											
25. ACCOUNTING AND APPROPRIATION DATA								26. TOTAL AWARD AMOUNT <i>(For Govt. Use Only)</i>					
<input checked="" type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA <input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.													
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.													
<input type="checkbox"/> 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 HEREIN.						<input type="checkbox"/> 29. AWARD OF CONTRACT: REF. _____ OFFER DATED _____ YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:							
30a. SIGNATURE OF OFFEROR/CONTRACTOR						31a. UNITED STATES OF AMERICA <i>(SIGNATURE OF CONTRACTING OFFICER)</i>							
30b. NAME AND TITLE OF SIGNER <i>(Type of Print)</i>				30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER <i>(Type of Print)</i> Linda J. Pryor				31c. DATE SIGNED			

AUTHORIZED FOR LOCAL REPRODUCTION
STANDARD FORM 1449 (REV 4/2002)

Prescribed by GSA-FAR (48 CFR) 53.21

Item #	Description of Service	Quantity	Unit	Unit Price	Amount
001	Physical Therapy services billed to Insurance Provider – Base Period				No Charge
002	Physical Therapy services for residents where no insurance is available or insurance does not cover deductible. (Approximately 10% of residents) Reimbursement shall be in accordance with Tricare rates. – Base Period	12	Month		NTE \$ _____
003	Speech Pathology services billed to Insurance Provider – Base Period				No Charge
004	Speech Pathology services for residents where no insurance is available or insurance does not cover deductible. (Approximately 10% of residents) Reimbursement shall be in accordance with Tricare rates. – Base Period	12	Month		NTE \$ _____
	Total Price for Base Period				NTE \$ _____
Option Period One					
005	Physical Therapy services billed to Insurance Provider – Option Period 1				No Charge
006	Physical Therapy services for residents where no insurance is available or insurance does not cover deductible. (Approximately 10% of residents) Reimbursement shall be in accordance with Tricare rates. – Option Period 1	12	Month		NTE \$ _____
007	Speech Pathology services billed to Insurance Provider – Option Period 1				No Charge
008	Speech Pathology services for residents where no insurance is available or insurance does not cover deductible. (Approximately 10% of residents) Reimbursement shall be in accordance with Tricare rates. – Option Period 1	12	Month		NTE \$ _____
	Total Price for Option Period One				NTE \$ _____

	Option Period Two				
010	Physical Therapy services for residents where no insurance is available or insurance does not cover deductible. (Approximately 10% of residents) Reimbursement shall be in accordance with Tricare rates. – Option Period 2	12	Month		NTE \$ _____
011	Speech Pathology services billed to Insurance Provider – Option Period 2				No Charge
012	Speech Pathology services for residents where no insurance is available or insurance does not cover deductible. (Approximately 10% of residents) Reimbursement shall be in accordance with Tricare rates. – Option Period 2	12	Month		NTE \$ _____
	Total Price for Option Period Two				NTE \$ _____
Option Period Three					
013	Physical Therapy services billed to Insurance Provider – Option Period 3				No Charge
014	Physical Therapy services for residents where no insurance is available or insurance does not cover deductible. (Approximately 10% of residents) Reimbursement shall be in accordance with Tricare rates. – Option Period 3	12	Month		NTE \$ _____
015	Speech Pathology services billed to Insurance Provider – Option Period 3				No Charge
016	Speech Pathology services for residents where no insurance is available or insurance does not cover deductible. (Approximately 10% of residents) Reimbursement shall be in accordance with Tricare rates. – Option Period 3	12	Month		NTE \$ _____
	Total Price for Option Period Three				NTE \$ _____
Option Period Four					
017	Physical Therapy services billed to Insurance Provider – Option Period 4				No Charge
018	Physical Therapy services for residents where no insurance is available or insurance does not cover deductible. (Approximately 10% of residents) Reimbursement shall be in accordance with Tricare rates. – Option Period 4	12	Month		NTE \$ _____

019	Speech Pathology services billed to Insurance Provider – Option Period 4				No Charge
020	Speech Pathology services for residents where no insurance is available or insurance does not cover deductible. (Approximately 10% of residents) Reimbursement shall be in accordance with Tricare rates. – Option Period 4	12	Month		NTE \$ _____
	Total Price for Option Period Four				NTE \$ _____
	Base Year Total				NTE \$ _____
	Option Period 1 – Total				NTE \$ _____
	Option Period 2 – Total				NTE \$ _____
	Option Period 3 – Total				NTE \$ _____
	Option Period 4 - Total				NTE \$ _____
	Total – Base & Option Periods				NTE \$ _____

(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 re-performance 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 may assign its rights to receive payment due as a result of performance of this contract 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). However, when a third party makes payment (e.g., use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(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.* Invoices shall be submitted electronically. Protected Microsoft Excel files are the preferred format; however, Adobe Acrobat Portable Document Format (PDF) and Microsoft Word are also acceptable. The e-mail address will be provided at contract award. An invoice must include--

- (i) Name and address of the Contractor;
- (ii) Invoice date and number;
- (iii) Contract number, contract line item number and, if applicable, the order number;
- (iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;
- (v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;
- (vi) Terms of any discount for prompt payment offered;
- (vii) Name and address of official to whom payment is to be sent;
- (viii) Name, title, and phone number of person to be notified in event of defective invoice; and
- (ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN only if required elsewhere in this contract.

(x) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration, or 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(2) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR 1315.

(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.* (1) *Items accepted.* Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract.

(2) *Prompt payment.* The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt pay regulations at 5 CFR 1315.

(3) *Electronic Funds Transfer (EFT).* If the Government makes payment by EFT, see 52.212-5(b) for the appropriate EFT clause.

(4) *Discount.* 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.

(5) *Overpayments.* If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall immediately notify the Contracting Officer and request instructions for disposition of the overpayment.

(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 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 related to whistleblower protections; 49 U.S.C 40118, Fly American; and 41 U.S.C. 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; and (9) the specification.

(t) *Central Contractor Registration (CCR)*. (1) Unless exempted by an addendum to this contract, the Contractor is responsible during performance and through final payment of any contract for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(2)(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in FAR Subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the CCR database; (B) comply with the requirements of Subpart 42.12; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (t)(2)(i) of this clause, or fails to perform the agreement at paragraph (t)(2)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(3) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(4) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov> or by calling 1-888-227-2423 or 269-961-5757.

ADDENDUM TO 52.212-4, CONTRACT TERMS AND CONDITIONS -- COMMERCIAL ITEMS (OCT 2003)

CONTRACT TERM

This contract consists of a base period and four (4) option periods, as shown below:

Base Period:	Date of Award through Month 12
Option Period I:	Month 13 through Month 24
Option Period II:	Month 25 through Month 36
Option Period III:	Month 37 through Month 48
Option Period IV:	Month 49 through Month 60

The term of the contract shall not exceed 60 months from date of award.

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 redesign, development, or operation of a system of records on individuals that is subject to the Act; and

(3) Include this clause, including this paragraph (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 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.

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.

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 the final 30 days of each contract period; provided, that the Government shall give the Contractor a preliminary written notice of its intent to extend at least 60 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.

PAST PERFORMANCE EVALUATION

This contract is subject to a performance evaluation. Following the end of each contract period and at contract completion, a completed Government evaluation shall be forwarded to the Contractor. The

Contractor may submit written comments, if any, within the time period specified in the evaluation transmittal. The Contractor's comments shall be considered in the issuance of the final evaluation document. Any disagreement between the parties regarding the evaluation shall be forwarded to the Bureau Chief Procurement Officer (BCPO). The final evaluation of the Contractor's performance is the decision of the BCPO. A copy of the final performance evaluation report will be sent to the Contractor and to the Government's past performance database at www.ppirs.gov.

1052.201-70 Contracting Officer's Technical Representative (COTR) Appointment and Authority.

CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR)
APPOINTMENT AND AUTHORITY (APR 2004)

- (a) The contracting officer's technical representative is (To be determined at time of award.)
- (b) Performance of work under this contract must be subject to the technical direction of the COTR identified above, or a representative designated in writing. The term "technical direction" includes, without limitation, direction to the contractor that directs or redirects the labor effort, shifts the work between work areas or locations, fills in details and otherwise serves to ensure that tasks outlined in the work statement are accomplished satisfactorily.
- (c) Technical direction must be within the scope of the specification(s)/work statement. The COTR does not have authority to issue technical direction that
- (1) constitutes a change of assignment or additional work outside the specification(s)/work statement;
 - (2) constitutes a change as defined in the clause entitled "Changes";
 - (3) in any manner causes an increase or decrease in the contract price, or the time required for contract performance;
 - (4) changes any of the terms, conditions, or specification(s)/work statement of the contract;
 - (5) interferes with the contractor's right to perform under the terms and conditions of the contract; or
 - (6) directs, supervises or otherwise controls the actions of the contractor's employees.
- (d) Technical direction may be oral or in writing. The COTR shall confirm oral direction in writing within five work days, with a copy to the contracting officer.
- (e) The contractor shall proceed promptly with performance resulting from the technical direction issued by the COTR. If, in the opinion of the contractor, any direction of the COTR, or his/her designee, falls within the limitations in (c), above, the contractor shall immediately notify the contracting officer no later than the beginning of the next Government work day.
- (f) Failure of the contractor and the contracting officer to agree that technical direction is within the scope of the contract shall be subject to the terms of the clause entitled "Disputes."

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS -- COMMERCIAL ITEMS (JUNE 2004)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clause, which is incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items: 52.233-3, Protest After Award (AUG 1996)(31 U.S.C. 3553).

(b) The Contractor shall 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:

____ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (JUL 1995), with Alternate I (OCT 1995)(41 U.S.C. 253g and 10 U.S.C. 2402).

____ (2) 52.219-3, Notice of Total HUBZone Small Business Set-Aside (JAN 1999)(15 U.S.C. 657a).

____ (3) 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)(15 U.S.C. 657a).

____ (4)(i) 52.219-5, Very Small Business Set-Aside (JUNE 2003)(Pub. L. 103-403, section 304, Small Business Reauthorization and Amendments Act of 1994).

____ (ii) Alternate I (MAR 1999) of 52.219-5.

____ (iii) Alternate II (JUNE 2003) of 52.219-5.

(5)(i) 52.219-6, Notice of Total Small Business Set-Aside (JUNE 2003)(15 U.S.C. 644).

____ (ii) Alternate I (OCT 1995) of 52.219-6.

____ (iii) Alternate II (MAR 2004) of 52.219-6.

____ (6)(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.

(7) 52.219-8, Utilization of Small Business Concerns (MAY 2004)(15 U.S.C. 637(d)(2) and (3));

____ (8)(i) 52.219-9, Small Business Subcontracting Plan (JAN 2002)(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.

(9) 52.219-14, Limitations on Subcontracting (DEC 1996)(15 U.S.C. 637(a)(14)).

____ (10)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (JUNE 2003)(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).

____ (ii) Alternate I (JUNE 2003) of 52.219-23.

____ (11) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (OCT 1999)(Pub. L. 103-355, section 7102, and 10 U.S.C. 2323)

____ (12) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (OCT 2000)(Pub.L. 103-355, section 7102, and 10 U.S.C. 2323)

____ (13) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (MAY 2004).

____ (14) 52.222-3, Convict Labor (JUNE 2003)(E.O. 11755)

(15) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (JUNE 2004)(E.O. 13126)

(16) 52.222-21, Prohibition of Segregated Facilities (FEB 1999)

(17) 52.222-26, Equal Opportunity (APR 2002)(E.O. 11246).

(18) 52.222-35, Affirmative Action for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001)(38 U.S.C. 4212).

(19) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998)(29 U.S.C. 793).

(20) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001)(38 U.S.C. 4212).

____ (21) (i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products(AUG 2000)(42 U.S.C. 6962(c)(3)(A)(ii)).

____ (ii) Alternate I (AUG 2000) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).

____ (22) 52.225-1, Buy American Act—Supplies (JUNE 2003)(41 U.S.C. 10a – 10d).

____ (23)(i) 52.225-3, Buy American Act—North American Free Trade Agreement—Israeli Trade

Act (JUNE 2003)(41 U.S.C. 10a – 10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note).

____ (ii) Alternate I (MAY 2002) of 52.225-3.

____ (iii) Alternate II (MAY 2002) of 52.225-3.

____ (24) 52.225-5, Trade Agreements (JUNE 2004)(19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).

X (25) 52.225-13, Restriction on Certain Foreign Purchases (OCT 2003) (E.O.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

____ (26) 52.225-15, Sanctioned European Union Country End Products (FEB 2000)(E.O. 12849).

____ (27) 52.225-16, Sanctioned European Union Country Services (FEB 2000)(E.O. 12849).

____ (28) 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)).

____ (29) 52.232-30, Installment Payments for Commercial Items (OCT 1995)(41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

X (30) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (OCT 2003)(31 U.S.C. 3332).

____ (31) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (MAY 1999)(31 U.S.C. 3332).

____ (32) 52.232-36, Payment by Third Party (MAY 1999)(31 U.S.C. 3332).

____ (33) 52.239-1, Privacy or Security Safeguards (AUG 1996)(5 U.S.C. 552a).

____ (34)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (APR 2003)(46 U.S.C. 1241).

____ (ii) Alternate I (APR 1984) of 52.247-64.

(c) The Contractor shall 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:

____ (1) 52.222-41, Service Contract Act of 1965, as Amended (MAY 1989)(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.*).

X (3) 52.222-43, Fair Labor Standards Act and Service Contract Act--Price Adjustment (Multiple Year and Option Contracts) (MAY 1989)(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 (FEB 2002)(29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).

____ (5) 52.222-47, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor Collective Bargaining Agreement (CBA) (MAY 1989)(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 flow down any FAR clause, other than those in paragraphs (i)

through (vi) of this paragraph in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause--

(i) 52.219-8, Utilization of Small Business Concerns (MAY 2004)(15 U.S.C. 637(d)(2) and (3) in all contracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (APR 2002)(E.O. 11246);

(iii) 52.222-35, Affirmative Action for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001)(38 U.S.C. 4012);

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (JUNE 1998)(29 U.S.C. 793);

(v) 52.222-41, Service Contract Act of 1965, As Amended (MAY 1989), flow down required for all contracts subject to the Service Contract Act of 1965 (41 U.S.C. 351, *et seq.*)

(vi) 52.247-64, Preference for Privately-Owned U.S.-Flag Commercial Vessels (APR 2003)(46 U.S.C. Appx 1241 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.

CONTRACT DOCUMENTS, EXHIBITS, AND ATTACHMENTS

Attachment 1 HIPAA Requirements

PERFORMANCE WORK STATEMENT

SECTION 1: GENERAL INFORMATION

1. INTRODUCTION

The Contractor shall provide the residents of the Armed Forces Retirement Home – Washington, DC (AFRH–W) physical therapy and speech language pathology services and is required to abide by the Joint Commission on the Accreditation on Healthcare Organizations (JCAHO) standards and AFRH-W policies and operational instructions.

The Contractor shall serve as a physical therapist and speech language pathologist at the King Health Center (KHC), a 250-bed, long term care facility which services the in-patient and out-patient needs of the AFRH–W, a continuing care retirement community.

2. BACKGROUND

The United States Congress established the Armed Forces Retirement Home (AFRH) as a separate Federal Agency in 1991 when it enacted the Defense Authorization Act, Public Law 101-510. The AFRH is comprised of the Armed Forces Retirement Home – Washington, DC (AFRH-W) and Armed Forces Retirement Home – Gulfport, Mississippi (AFRH-G). Each site offers independent, Long-Term Care/Skilled Care, Assisted Living and Special Care (dementia) options for its residents. Each site is maintained as a separate establishment of the AFRH for administrative purposes. This contract applies only to AFRH-W.

The total number of residents of the AFRH-W will vary from month-to-month, as influenced by admissions, deaths, and separations. The actual number of residents will also be influenced by the number who are on leave or who may be patients at an outside medical facility. AFRH-W currently has 1030 residents, but can support up to 1150.

Previously, the therapy staff consisted of one full time and one part-time Physical Therapist and one full-time Speech Pathologist. The Physical Therapists averaged 70-80 sessions per week. The Speech Pathologist averaged 20-25 sessions per week.

3. SCOPE

The Contractor shall provide physical therapy and speech language pathology services at the King Health Center (KHC) located in AFRH-W. KHC serves the in-patient and out-patient needs of the 1,030 residents.

4. PERSONNEL QUALIFICATIONS

4.1 Physical Therapist

The Contractor shall ensure the services are performed by a physical therapist who has successfully completed a curriculum in physical therapy approved by a recognized professional accrediting organization at the time

the curriculum was completed by the Contractor's employee. The therapist must have successfully completed the clinical affiliation requirements prescribed by the school, as well as the National Board Examination.

In addition to meeting the basic requirements, the physical therapist shall have at least two (2) years of professional physical therapy experience. The physical therapist shall possess a valid current license in the District of Columbia. All applicable documents, including but not limited to the license or certification shall be made available to the Health Care Services Directorate (HSCD) Credentials Committee. Approval/Verification by HSCD Credentials Committee shall be obtained prior to any physical therapist providing services under this contract. These requirements also apply to any new and/or backup physical therapists who the Contractor may seek approval to perform under this contract. The following documents are required for credentialing the physical therapists:

- a. Current License
- b. Certification
- c. Professional School attended (to include diplomas)
- d. Declaration of Health
- e. Relevant Training or Experience
- f. Initial Application for Clinic Privileges
- g. Delineation of Privileges
- h. Statement of Application
- i. Privacy Act Statement
- j. Curriculum Vitae
- k. CPR Certification

Licenses/diplomas and other documentation listed above shall be submitted with the proposal.

4.2 Speech Pathologists

The Contractor shall ensure that the services are performed by speech pathologists that have successfully completed all the requirements for a master's degree, which included 18 semester hours in the field of speech pathology with approval clinical practice. In addition to meeting the basic requirements, the speech pathologist shall have at least two (2) years of professional speech therapy experience.

Approval/Verification by HSCD Credentials Committee shall be obtained prior to any speech pathologist providing services under this contract. These requirements also apply to all new and backup speech pathologists for which the Contractor may seek approval to perform under this contract. The following documents are required for credentialing the speech pathologists:

- a. Certification
- b. Professional School attended (to include diplomas)
- c. Declaration of Health
- d. Relevant Training or Experience

- e. Initial Application for Clinic Privileges
- f. Delineation of Privileges
- g. Statement of Application
- h. Privacy Act Statement
- i. Curriculum Vitae
- j. CPR Certification

Licenses/diplomas and other documentation listed above shall be submitted with the proposal.

4.3 Responsibility for Physical Therapists and Speech Pathologists

The Contractor shall assume all legal and professional responsibilities and liabilities for the professional practices of its employees or subcontractors. The Contractor shall be required to maintain adequate medical malpractice insurance.

5. HEALTH REQUIREMENT

All Contractor personnel performing services at AFRH under this contract shall be free of communicable disease. A PPD or Chest X-Ray will be required. The expenses for all physical examinations/tests required under the provisions of this contract shall be paid by the contractor.

6. LITIGATION PROVISION

If the Contractor's health care provider(s) who is/are providing services under this contract has pending litigation or administrative proceedings that may affect his or her licenses to practice physical therapy/speech pathology or his or her standing as a fellow/member in a professional organization, full disclosure must be provided to the Contracting Officer within five (5) calendar days upon his/her notification by the judicial or administrative form. If it is determined by the medical legal review that the standard of care has not been met, or there is substantial evidence of negligence on the part of the Contractor or Contractor's physical therapist or speech pathologist, regardless of the final judicial decision, this contract may be terminated at the discretion of the AFRH.

7. INFORMATION SHARING

Sharing of resident medical information at AFRH-W shall follow all Health Insurance Portability and Accountability (HIPAA) regulations.

SECTION 2:

GOVERNMENT FURNISHED PROPERTY, MATERIALS AND SERVICES

8. PROPERTY, EQUIPMENT, & SUPPLIES

The AFRH-W will provide the existing clinic space, utilities, furniture, exam room equipment, and attached physical assets needed to provide medical care for the resident population.

SECTION 3:

CONTRACTOR-FURNISHED ITEMS

None.

SECTION 4:

REQUIRED SERVICES

8. REQUIRED SERVICES

The Contractor shall provide all management, supervision, and personnel to provide the following:

- 8.1 The Contractor shall provide physical therapy and speech language pathologist services, on a full-time basis, in the KHC. The services are required eight (8) hours per day, a minimum of five (5) days, and as needed, up to seven (7) days a week, except Federal holidays. The Director of Rehabilitation Services will provide a written referral to the therapist to allow them to schedule physical therapy and speech language pathology services.
- 8.2 The Contractor shall complete all work in accordance with this performance work statement and in accordance with all applicable Federal, state, and local laws, regulations, and industry standards. The Contractor shall comply with the standards set forth by the JCAHO, Federal or accreditation regulations, including but not limited to Occupational Safety and Health Administration (OSHA), American Medical Association (AMA), Centers for Disease Control and Prevention (CDC), and/or AFRH-W specific accreditation needs.
- 8.3 The Contractor shall practice reasonable measures in the management of clients to ensure their safety.
- 8.4 The Contractor shall provide the required services and document the services provided in the patient records. The original patient records are kept by AFRH. The Contractor may duplicate the records for use in billing Medicare and/or third party insurance.
- 8.5 The Contractor shall provide the required physical therapy and/or speech language pathology services at AFRH-W in accordance with written referrals accompanying patients. The form shall reflect the reason(s) for the request and provide an area for the therapist's response.
- 8.6 The physical therapist and speech pathologist will schedule patients for treatment after receipt of the written referral, provided by the Director of Rehabilitation Services. Patients are seen from 30-60 minutes depending upon the patient's tolerance and clinical needs.

- 8.7 The Contractor shall provide documentation, new admission screening to KHC, evaluations, treatment plans, certifications and recertifications, and progress notes, in compliance with all JCAHO and AFRH Health Care services policies and standards.
- 8.8 The Contractor shall provide representation at Interdisciplinary Patient Care Meetings, and participate in those deliberations. These meetings are held weekly and last approximately one hour. A list of patients being discussed at the meeting is provided in advance. The Contractor shall provide a brief summary of progress to date for each patient on the list, which shall be submitted to the Contracting Officer's Technical Representative (COTR); or, the Contractor shall attend the meeting to participate in full discussion of the patient's care for those patients who are actively being treated in Physical Therapy and/or Speech Therapy.
- 8.9 The Contractor shall provide a minimum of two in-service education programs tailored to the needs of the Health Care Services nursing staff, and other health care team members, to enhance the delivery of a quality rehabilitation program to the residents of the KHC. The Contractor shall teach a minimum of two in-service training classes per year. The duration of the class will be no less than one hour and no more than two hours. Subjects may include: review of standard procedural techniques, new developing procedures, etc. as determined by the Staff Education Department. A topic selection outline and procedures to be instructed shall be provided to the Chief of Rehabilitation Services five days prior to in-service. The Contractor shall prepare a report that includes the following: subject of class, date of class, names of attendees and scope. The report shall be submitted electronically to the Chief, Rehabilitation Services.
- 8.10 The Contractor shall provide clinical training to physical and speech therapy students. The Contractor shall assign and supervise their patients' caseload. The Contractor shall complete necessary documentation and recommendations of student's clinical performance and provide to the Chief, Rehabilitation Services.
- 8.11 The Contractor shall observe and make recommendations on the technical performance of in-house physical therapy/restorative aides (technicians). These recommendations shall be provided to the Chief, Rehabilitation Services.
- 8.12 The Contractor shall participate in the KHC's Quality Assurance Assessment and Improvement Program to the extent required by KHC. Quality assurance assessment and improvement meetings are held monthly and last approximately one hour.
- 8.13 The Contractor shall participate in the review of a patient's care. The Contractor shall attend meetings as scheduled by the Director of the KHC.

9. INSURANCE AND BILLING

- 9.1 The Contractor shall bill the health insurance program (Medicare) for all patients eligible for benefits under Medicare, Part B. The Contractor shall secure resident health insurance documents to ensure proper billing. If unable to obtain, the COTR shall be notified. The Director of Patient Affairs is responsible for providing the required health insurance documents.
- 9.2 The Contractor shall bill Tricare or other third party supplemental insurance for all patients eligible for benefits under Tricare or other third party insurance.
- 9.3 Each individual patient will assume responsibility for any coinsurance and/or deductibles. The Contractor shall provide an invoice/statement to each patient, which reflects billing to Medicare, Tricare, or third party insurance. The Contractor shall submit invoices to patients ONLY after receiving payments/responses from Medicare, Tricare, and any other third party insurance. The Contractor shall be responsible for the correct mailing addresses for each patient.

The Contractor is responsible for notifying each patient/resident of fees associated with services. This shall be provided by written fee schedule, which informs patients of estimated costs. The proper format for this form shall be coordinated with and approved by the COTR.

- 9.4 The Contractor shall bill the residents' insurance company directly for reimbursement of associated services. Residents and/or their insurance companies will be responsible for payment of all services including co-payments. **The Government is not responsible for payment, and the Contractor shall not bill the Government for these services. The Government will pay the contractor for services at the TRICARE rate of reimbursement for residents without insurance, including co-payments covered under the TRICARE plan.** The COTR will provide an updated list of uninsured AFRH residents to the Contractor.
- 9.5 The Contractor shall not bill Medicare, Tricare, third party insurance, or residents for any services performed by AFRH personnel.
- 9.6 The Contractor shall be responsive if AFRH is audited by Medicare.

PERFORMANCE REQUIREMENTS SUMMARY

Task #	Required Service	Performance Standard	Monitoring Method	Incentive/ Disincentive
1	Provide Physical Therapy & Speech Language Pathology Services as outlined in the Performance Work Statement (PWS)	Perform services in accordance with Joint Commission on the Accreditation on Healthcare Organizations (JCAHO) and AMA standards	Random Inspection	Past Performance Evaluation. Unacceptable performance may be grounds for removal of the particular Contractor employee or termination of the contract.
2	Provide Third Party Billing Services	Billing will be performed in accordance with the PWS	Periodic Inspection	Past Performance Evaluation
3	Provide In-Service Educational Programs	Educational Programs will be performed in accordance with the PWS	Periodic Inspection	Past Performance Evaluation
4	Provide quality and appropriate documentation regarding the care of residents	Perform services in accordance with the PWS	Periodic Inspection	Past Performance Evaluation
5	Attendance of meetings and conferences as outlined in the PWS	Perform services in accordance with PWS	Periodic Inspection	Past Performance Evaluation

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

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

- (1) The solicitation number;
- (2) The time specified in the solicitation for receipt of offers;
- (3) The name, address, and telephone number of the offeror;
- (4) A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary;
- (5) Terms of any express warranty;
- (6) Price and any discount terms;
- (7) 'Remit to' address, if different than mailing address;
- (8) A completed copy of the representations and certifications at FAR 52.212-3 (see FAR 52.212-3(j)) for those representations and certifications that the offeror shall complete electronically);
- (9) Acknowledgment of Solicitation Amendments;
- (10) Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items and other references (including contract numbers, points of contact with telephone numbers and other relevant information); and
- (11) If the offer is not submitted on the SF 1449, include a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. Offers that fail to furnish required representations or information, or reject the terms and conditions of the solicitation may be excluded from consideration.

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

(d) *Product samples.* When required by the solicitation, product samples shall be submitted at or prior to the time specified for receipt of offers. Unless otherwise specified in this solicitation, these samples shall be submitted at no expense to the Government, and returned at the sender's request and expense, unless they are destroyed during preaward testing.

(e) *Multiple offers.* Offerors are encouraged to submit multiple offers presenting alternative terms and conditions or commercial items for satisfying the requirements of this solicitation. Each offer submitted will be evaluated separately.

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

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

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

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

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

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

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

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

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

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

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

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

(i) *Availability of requirements documents cited in the solicitation*. (1)(i) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, and copies of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained for a fee by submitting a request to---- GSA Federal Supply Service Specifications Section, Suite 8100, 470 East L'Enfant Plaza, SW, Washington, DC 20407, Telephone (202) 619-8925, Facsimile (202) 619-8978.

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

(2) The DOD Index of Specifications and Standards (DODISS) and documents listed in it may be obtained from the Department of Defense Single Stock Point (DoDSSP), Building 4D, 700 Robbins Avenue, Philadelphia, PA 19111-5094, Telephone (215) 697-2667/2179, Facsimile (215) 697-1462.

(i) Automatic distribution may be obtained on a subscription basis.

(ii) Order forms, pricing information, and customer support information may be obtained ----

(A) By telephone at (215) 697-2667/2179; or

(B) Through the DoDSSP Internet site at <http://dodssp.daps.mil>.

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

(j) *Data Universal Numbering System (DUNS) Number*. (Applies to all offers exceeding \$25,000, and offers of \$25,000 or less if the solicitation requires the Contractor to be registered in the Central Contractor Registration (CCR) database. The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS+4" followed by the DUNS or DUNS+4 number that identifies the offeror's name and address. The DUNS+4 is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the offeror to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see FAR Subpart 32.11) for the same parent concern. If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. An offeror within the United States may contact Dun and Bradstreet by calling 1-866-705-5711 or via the internet at <http://www.dnb.com>. An offeror located outside the United States must contact the local Dun and Bradstreet office for a DUNS number.

(k) *Central Contractor Registration*. Unless exempted by an addendum to this solicitation, by submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance and through final payment of any contract resulting from this solicitation. If the Offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror. Offerors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov> or by calling 1-888-227-2423 or 269-961-5757.

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

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

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

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

(4) A summary of the rationale for award;

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

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

ADDENDUM TO 52.212-1, INSTRUCTIONS TO OFFERORS -- COMMERCIAL ITEMS (JAN 2004)

In addition to the items specified in the solicitation provision above, the following information is necessary to enable proper evaluation of offers in response to this solicitation: The Offeror shall provide one (1) original, four (4) copies, and one (1) electronic version of the requested items.

- (a) The offeror shall submit proposed not-to-exceed pricing for the services required in the statement of work.
- (b) The offeror shall submit a technical proposal responding to the requirements of the PWS. The proposal shall include the offeror's technical approach, in accordance with 52.212-1 (4). The Technical Proposal shall include the following:

Resumes of Proposed Contractor Personnel – Offers shall provide resumes of proposed personnel that meet the requirements outlined in Personnel Qualifications in the Performance Work Statement, Section 1, Item 4.

Work Plan - Offerors shall include a work plan addressing the requirements in the PWS.

Third Party Billing Services – Offerors shall describe its ability to bill third parties (insurance) for services rendered.

Quality Control Plan – Offerors shall include a management plan that describes controls over the work and coordination with Government representatives to assure maximum effectiveness.

- (c) The offeror shall submit a minimum of three references in accordance with 52.212-1 (10).

PROPOSAL SUBMISSION

The Offeror assumes the full-responsibility for ensuring that offers are received at the place as delineated herein and by the date and time shown at Block 9 of the SF1449. All offers must be closed and sealed and must be fully identified on the sealed envelope if delivered via third party carrier or hand delivered.

In cases where the solicitation allows submission of electronic materials, the vendor assumes full-responsibility for ensuring such materials and attachments are formatted in accordance with BPD Security Requirements. The following file extensions are not allowable and application materials/data submitted with these extensions cannot be considered:

.bat, .cmd, .com, .exe, .pif, .rar., .scr, .vbs, .hta, .cpl, and .zip files.

Microsoft Office compatible documents are acceptable. If the Offeror determines other formats are necessary, it is the Offeror's responsibility to verify with BPD that formats are acceptable. Proposal materials with unacceptable or unreadable formats may be found non responsive.

When proposals are hand-carried or sent by courier service, the address for offers is the Bureau of the Public Debt, Administrative Resources Center, Division of Procurement; United Bank Building, 4th Floor, 501 Avery Street; Parkersburg, WV 26101.

For offers sent via U.S. Mail, FedEx, or similar methods, the address is shown at Block 9 of the SF1449

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:

Technical

Past Performance

Price

Technical and past performance, when combined, are approximately equal to price.

(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.

An offeror shall complete only paragraph (j) of this provision if the offeror has completed the annual representations and certifications electronically at <http://orca.bpn.gov>. If an offeror has not completed the annual representations and certifications electronically at the ORCA website, the offeror shall complete only paragraphs (b) through (i) of this provision.

(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 NAICS code designated.

"Forced or indentured child labor" means all work or service--

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

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

"Service-disabled veteran-owned small business concern"--

(1) Means a small business concern--

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

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

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

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

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

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

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

"Women-owned 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 its stock 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 or its outlying areas. Check all that apply.

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

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

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

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

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

Note: Complete paragraphs (c)(6) and (c)(7) only if this solicitation is expected to exceed the simplified acquisition threshold.

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

(7) *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 price of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:

(8) *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) Offeror's 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) Offeror's 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):

<u>Number of Employees</u>	<u>Average Annual Gross Revenues</u>
<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

(9) *(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

identified, on the date of this representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net), 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)(9)(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:_____.]

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

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

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

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

(1) *Previous Contracts and Compliance.* The offeror represents that--

(i) It [] has, [] has not, participated in a previous contract or subcontract subject 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.

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

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

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

(e) *Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352).* (Applies only if the contract is expected to exceed \$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 Certificate.* (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American Act--Supplies, is included in this solicitation.)

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products. The terms "component," "domestic end product," "end product," "foreign end product," "and "United States" are defined in the clause of this solicitation entitled "Buy American Act--Supplies."

(2) Foreign End Products:

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

(List as necessary)

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

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

(1) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that the offeror has considered components of unknown origin to have been mined,

produced, or manufactured outside the United States. The terms "component," "domestic end product," "end product," "foreign end product," "and "United States" are defined in the clause of this solicitation entitled "Buy American Act—North American Free Trade Agreements—Israeli Trade Act"

(ii) The offeror certifies that the following supplies are end products of Australia, Canada, Chile, Mexico, or Singapore, or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act – Free Trade Agreements – Israeli Trade Act";

End Products of Australia, Canada, Chile, Mexico, or Singapore or Israeli End Products:

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

(List as necessary)

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

Other Foreign End Products:

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

(List as necessary)

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

(2) *Buy American Act--North American Free Trade Agreements --Israeli Trade Act Certificate, Alternate I (May 2002)* If Alternate I of the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision"

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined by the clause of this solicitation entitled "Buy American Act—North American Free Trade Agreements—Israeli Trade Act."

Canadian End Products:

Line Item No.

(List as necessary)

(3) *Buy American Act--North American Free Trade Agreements --Israeli Trade Act Certificate, Alternate II (May 2002)* If Alternate II of the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision"

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

Canadian or Israeli End Products:

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

(List as necessary)

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

(i) The offeror certifies that each end product, except those listed in paragraph (g)(4)(ii) of this provision, is a U.S.-made or designated country end product, as defined in the clause of this solicitation entitled "Trade Agreements."

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

Other End Products:

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

(List as necessary)

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

For line items covered by the WTO GPA, the Government will evaluate offers of U.S. – made or designated country end products without regard to the restrictions of the Buy American Act. The Government will consider for award only offers of U.S. made or designated country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) *Certification Regarding Debarment, Suspension or Ineligibility for Award (Executive Order 12549)*. (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals --

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

(3) Are, are not presently indicted for, or otherwise criminally or civilly charged by a government entity with, commission of any of these offenses.

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

(1) *Listed end products.*

Listed End Product

Listed Countries of Origin

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

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

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

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

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

[Offeror to identify the applicable paragraphs at (b) through (i) of this provision that the offeror has completed for the purposes of this solicitation only, if any.]

These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.]



DEPARTMENT OF THE TREASURY
BUREAU OF THE PUBLIC DEBT
PARKERSBURG, WV 26106-1328

January 19, 2005

Dear Potential Offeror:

Enclosed is the Bureau of the Public Debt's solicitation for Physical Therapy/Speech Pathology Services (BPD-05-CI-0028).

Please note the following items in the solicitation:

1. The performance work statement describes the services to be procured.
2. 52.212-1 INSTRUCTIONS TO OFFERORS - COMMERCIAL ITEMS and its addendum describe the items which you must include in your offer. Please note in paragraph (g) that it is our intent to award this procurement without discussions; it is imperative that you submit a complete package and that you submit your best technical and price offer. You must also include prices for all items necessary to meet the requirements.

Individual items that must be included with your offer are as follows:

- a) **Technical Proposal-** refer to 52.212-1 (b). Please ensure your proposal provides sufficient detail on how you propose to provide the services required in the PWS (specifically section 4) and how you propose to comply with the requirements in sections 1 and 2.
 - b) **Quality Control Plan**
 - c) **Resumes of Proposed Contractor Personnel**
 - d) **Past Performance References**
 - e) **Third Party Billing Services**
3. 52.212-2 EVALUATION - COMMERCIAL ITEMS and its addendum provides information on the proposal evaluation process.
 4. Any questions on the solicitation should be submitted no later than February 2, 2005; we cannot assure an answer to questions submitted after this deadline. Questions should be submitted to ntprocurement@bpd.treas.gov and must reference the above solicitation number in the subject line of your e-mail.

The address for mailing offers is:

Bureau of the Public Debt
ATTN: Lisa Wells, Sol. # BPD-05-CI-0028
Division of Procurement, UNB 4th Floor
200 Third Street
Parkersburg, West Virginia 26101-5312

If your package is hand delivered, you must place it in the bid box located at the United National Bank Building, 501 Avery Street, 4th Floor, Parkersburg, West Virginia. You must identify the solicitation number and closing date and time on the outside of all packages.

Please note that this procurement method is unrestricted. Offers are not solicited from firms debarred, suspended, or proposed for debarment. Ineligible firms shall consider this an informational copy only.

We appreciate your interest in participating in this procurement.

Sincerely,

Linda J. Pryor
Contracting Officer

Enclosure