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| **AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT** | | | | | | | | | | | 1. CONTRACT ID CODE | | | PAGES OF PAGES | | | |
| 1 | | 9 | |
| 2. AMENDMENT/MODIFICATION NO.  **Mass Modification 0019** | | | | 3. EFFECTIVE DATE | | | | 4. REQUISITION/PURCHASE REQ. NO. | | | | 5. PROJECT NO. *(If applicable)* | | | | | |
| 6. ISSUED BY: CODE: | | | | | 003B6B | | | 7. ADMINISTERED BY *(If other than Item 6)* CODE: | | | | | | |  | | |
| Department of Veterans Affairs  National Acquisition Center  P.O. Box 76, Bldg. 37  Hines, IL 60141 | | | | | | |  | | | | | | | | | |
| 8. NAME AND ADDRESS OF CONTRACTOR *(No., street, county, State and ZIP Code)* | | | | | | | | | (X) | 9A. AMENDMENT OF SOLICITATION NUMBER | | | | | | | |
|
| 9B. DATED *(SEE ITEM 11)* | | | | | | | |
|
| X | 10A. MODIFICATION OF CONTRACT/ORDER NUMBER | | | | | | | |
| 10B. DATED *(SEE ITEM 13)* | | | | | | | |
| CODE | | FACILITY CODE | | | | | | |
| 11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS | | | | | | | | | | | | | | | | | |
| The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended  is not extended.  Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:  (a) By completing Items 8 and 15, and returning     copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted;  or (c) By separate letter or electronic communication which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by letter or electronic communication, provided each letter or electronic communication makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified. | | | | | | | | | | | | | | | | | |
| 12. ACCOUNTING AND APPROPRIATION DATA *(If required)* | | | | | | | | | | | | | | | | | |
| **13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS.**  **IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.** | | | | | | | | | | | | | | | | | |
| (x) | A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: *(Specify authority)* THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A. | | | | | | | | | | | | | | | | |
|  | B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES *(such as changes in paying office,* *appropriation date, etc.)* SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b). | | | | | | | | | | | | | | | | |
| X | C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:  52.212-4(c) Contract Terms and Conditions - Commercial Items (Changes) | | | | | | | | | | | | | | | | |
|  | D. OTHER *(Specify type of modification and authority)* | | | | | | | | | | | | | | | | |
| E. **IMPORTANT**: Contractor  is not,  is required to sign this document and return  1 copies to the issuing office. | | | | | | | | | | | | | | | | | |
| 14. DESCRIPTION OF AMENDMENT/MODIFICATION (*Organized by UCF section headings, including solicitation/contract subject matter where feasible.)*  **621 I Schedule Updates: Order Level Pricing Flexibilities under I-FSS-969**  This modification is issued to incorporate the below revisions into the above-referenced contract pursuant to the issuance of Amendment 0004 under 621 I solicitation number RFP-797-FSS-00-0115-R4.  **1)**  I-FSS-969Economic Price Adjustment -FSS Multiple Award Schedule (Oct 2014), note added at (c) (page 2)  **2)** Scope of Solicitation/Schedule (Jan 2024): Hourly Ceiling/Not-to-Exceed (NTE) Rates (page 4-5) and Task Order Level (page 8) | | | | | | | | | | | | | | | | | |
| Except as provided herein, all terms and conditions of the document referenced in item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect. | | | | | | | | | | | | | | | | | |
| 15A. NAME AND TITLE OF SIGNER *(Type or print)* | | | | | | 16A. NAME AND TITLE OF CONTRACTING OFFICER *(Type or print)* | | | | | | | | | | | |
| 15B. CONTRACTOR/OFFEROR  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  *(Signature of person authorized to sign)* | | | 15C. DATE SIGNED | | | 16B. UNITED STATES OF AMERICA  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  *(Signature of Contracting Officer)* | | | | | | | 16C. DATE SIGNED | | | | |
| EXCEPTION TO SF 30 STANDARD FORM 30 (REV. 11/2016)  APPROVED BY OIRM 11-84 Prescribed by GSA FAR (48 CFR) 53.243 | | | | | | | | | | | | | | | | | |

**I-FSS-969** **ECONOMIC PRICE ADJUSTMENT – FSS MULTIPLE AWARD SCHEDULE (OCT 2014)**

Price adjustments include price increases and price decreases.  Adjustments will be considered as follows:

(a) Contractors shall submit price decreases anytime during the contract period in which they occur.  Price decreases will be handled in accordance with the provisions of the Price Reduction Clause.

(b) There are two types of economic price adjustments (EPAs) possible under the Multiple Award Schedules (MAS) program for contracts not based on commercial catalogs or price lists as described below.  Price adjustments may be effective on or after the first 12 months of the contract period on the following basis:

(1) Adjustments based on escalation rates negotiated prior to contract award. Normally, when escalation rates are negotiated, they result in a fixed price for the term of the contract. No separate contract modification will be provided when increases are based on negotiated escalation rates.  Price increases will be effective on the 12-month anniversary date of the contract effective date, subject to paragraph (f), below.

(2) Adjustments based on an agreed-upon market indicator prior to award.  The market indicator, as used in this clause, means the originally released public index, public survey or other public, based market indicator.   ***Note:  VA FSS’ preference is to use the following market indicator:  The originally released Consumer Price Index – All Urban Consumers (CPI-U), not seasonally adjusted, U.S. City average, published by the Bureau of Labor Statistics, U.S. Department of Labor for Series ID CUUS0000SEMC, Medical Care Services, Professional Services, published by the US Bureau of Labor Statistics, and made available at*** [***www.bls.gov***](https://gcc02.safelinks.protection.outlook.com/?url=http%3A%2F%2Fwww.bls.gov%2F&data=05%7C01%7C%7Cdab404439f094265eb0708dbc5158f22%7Ce95f1b23abaf45ee821db7ab251ab3bf%7C0%7C0%7C638320468619154357%7CUnknown%7CTWFpbGZsb3d8eyJWIjoiMC4wLjAwMDAiLCJQIjoiV2luMzIiLCJBTiI6Ik1haWwiLCJXVCI6Mn0%3D%7C3000%7C%7C%7C&sdata=aJU777gu5rFKu7%2BvB1sdSXEq9LNJUdiEbgVBzZflqo0%3D&reserved=0)***.*** The market indicator shall be the originally released index, survey or market indicator, not seasonally adjusted, published by the [to be negotiated], and made available at [to be identified]. Any price adjustment shall be based on the percentage change in the designated (i.e. indicator identification and date) market indicator from the initial award to the latest available as of the anniversary date of the contract effective date, subject to paragraph (e), below. If the market indicator is discontinued or deemed no longer available or reliable by the Government, the Government and the Contractor will mutually agree to a substitute. The contract modification reflecting the price adjustment will be effective upon approval by the Contracting Officer, subject to paragraph (g), below. The adjusted prices shall apply to orders issued to the Contractor on or after the effective date of the contract modification.

(c) Nothwithstanding the two economic price adjustments discussed above, the Government recognizes the potential impact of unforeseeable major changes in market conditions.  For those cases where such changes do occur, the contracting officer will review requests to make adjustments, subject to the Government’s examination of industry-wide market conditions and the conditions in paragraph (d) and (e), below.  If adjustments are accepted, the contract will be modified accordingly.  The determination of whether or not extra-ordinary circumstances exist rests with the contracting officer. The determination of an appropriate mechanism of adjustment will be subject to negotiations.  ***Note:  Unless otherwise rescinded by amendment/modification, the authority to grant the adjustments described in (c) above are hereby extended to the order level.  The order level CO must properly document the file with justification for any such adjustment in excess of the not-to-exceed (ceiling) price awarded at the base FSS contract level.***

(d) Conditions of Price change requests under paragraphs b(2) and c above.:

(1) No more than three increases will be considered during each succeeding 12-month period of the contract.  (For succeeding contract periods of less than 12 months, up to three increases will be considered subject to the other conditions of subparagraph (b)).

(2) Increases are requested before the last 60 days of the contract period, including options.

(3) At least 30 days elapse between requested increases.

(4) In any contract period during which price increases will be considered, the aggregate of the increases during any 12-month period shall not exceed five percent (5%) of the contract unit price in effect at the end of the preceding 12-month period. The Government reserves the right to raise the ceiling when market conditions during the contract period support such a change.

(e)  The following material shall be submitted with request for a price increase under paragraphs b(2) and c above:

(1)  A copy of the index, survey or pricing indicator showing the price increase and the effective date.

(2)  Commercial Sales Practice format, per contract clause 52.215-21 Alternate IV, demonstrating the relationship of the Contractor's commercial pricing practice to the adjusted pricing proposed or a certification that no change has occurred in the data since completion of the initial negotiation or a subsequent submission.

(3)  Any other documentation requested by the Contracting Officer to support the reasonableness of the price increase.

(f)  The Government reserves the right to exercise one of the following options:

(1)  Accept the Contractor's price increases as requested when all conditions of (b), (c), (d), and (e) of this clause are satisfied;

(2)  Negotiate more favorable prices when the total increase requested is not supported; or,

(3)  Decline the price increase when the request is not supported. The Contractor may remove the item(s) from contract involved pursuant to the Cancellation Clause of this contract.

(g)  Effective Date of Increases: No price increase shall be effective until the Government receives the electronic file updates pursuant to GSAR 552.238-82 Modifications (Federal Supply Schedule).

(h)  All MAS contracts remain subject to contract clauses GSAR 552.238-81, “Price Reductions”; and 552.215-72, “Price Adjustment -- Failure to Provide Accurate Information.”  In the event the application of an economic price adjustment results in a price less favorable to the Government than the price relationship established during negotiation between the MAS price and the price to the designated customer, the Government will maintain the price relationship to the designated customer.

**SCOPE OF** **SOLICITATION (JAN 2024)**

The Federal Supply Schedule (FSS) program, known as the Multiple Award Schedule (MAS) Program, is directed and managed by GSA. It provides Federal agencies with a simplified process for obtaining commercial supplies and services at prices associated with volume buying. Indefinite-delivery, indefinite quantity contracts are awarded to provide supplies and services at stated prices for given periods of time. GSA has delegated authority to the VA to manage the Schedules for medical supplies and services under the VA FSS program.

This solicitation is for the offering of allied and professional healthcare services for the purpose of providing temporary personnel to fulfill staffing needs in the performance of patient care, healthcare treatment and advice in healthcare settings. Services performed under this contract will be performed at government locations, e.g. Medical Treatment Facilities (MTF), VA Medical Centers (VAMC), clinics and/or other government healthcare access points. Any placements made in non-government facilities or private residences shall be deemed outside of the scope of the solicitation/contract. Specific services, tasks to be performed, and performance standards will be specified by the ordering activity.

**Commercial Items:** Per GSA Regulation 538.271(a), MAS awards are for commercial items as defined in FAR 2.101.

**Geographic Coverage:** This solicitation is issued to establish contracts for the domestic delivery of temporary healthcare staffing services. Domestic delivery is defined within this document in clause 552.238-113 Scope of Contract (Eligible Ordering Activities) as “delivery within the 48 contiguous states, Alaska, Hawaii, Puerto Rico, Washington, DC, and U.S. territories”. Offerors may limit the proposed geographic service area to a minimum of one entire state in which they are capable of performance for each SIN. Therefore, pricing may be proposed for nationwide (i.e. domestic delivery, as set forth above and in clause 552.238-113) and/or limited geographic service coverage (i.e. by region or by individual states). It is within the Government’s discretion to determine the contractor’s capability and to limit SINs or geographic coverage. Offerors who cannot provide services for at least one labor category and in at least one entire state will not be considered for award.

**Special Item Numbers (SINs):** FSS solicitations set forth broad categories of accepted products/services, referred to as Special Item Numbers (SINs), listed in the Continuation of SF1449 (located within this document). SINs listed in this solicitation in the Continuation of SF1449 are labor categories that may be offered. Offerors are free to choose which labor categories they will offer as long as those categories fall within one of the solicitation’s pre-defined SIN categories or are a subcategory of a pre-defined SIN. Labor categories that do not fall within one of the predefined SINs are considered to be out of scope of the solicitation and cannot be awarded. Offerors shall clearly identify in their proposal each labor category, including subcategory and level, as applicable (e.g. SIN 621-025 Registered Nurse - ER Nurse Level I, ER Nurse Level III, etc.). Additionally, offered labor categories must be classified as specialties or subspecialties of healthcare service as defined under the Standard Occupational Classification (<https://www.bls.gov/soc/2018/major_groups.htm>). A labor category’s acceptability under the schedule may be further restricted by a determination of fair and reasonable pricing.

**Pricing/Hourly Rate & Associated Costs**

* **Hourly Ceiling/Not-to-Exceed (NTE) Rates:** Pricing proposed under this solicitation and awarded under resultant contracts shall reflect the highest hourly rate for each labor category based on the awarded geographic coverage. The awarded price is also known as the “ceiling” price or the Not-to-Exceed (NTE) rate.  Task orders and BPAs issued/executed against a contract awarded under this solicitation shall not award any hourly rate in excess of the ceiling price unless approved by the order level CO in response to market conditions, as provided for in the note to GSA FAS clause I-FSS-969(c). The order level CO must properly document the file with justification for exceeding the not-to-exceed (ceiling) price awarded at the base FSS contract level. Ordering Activities must evaluate task order pricing based on the location in which the service will be provided, which could be significantly less than the awarded ceiling/NTE rate.
* **Fully Loaded Pricing/Rates:** Proposed pricing shall include direct labor, fringe benefits, overhead, general and administrative expenses, profit or fee, payroll taxes, and applicable required insurance. The awarded price will also include the industrial funding fee. Note that costs related to security clearances, contractor held medical malpractice insurance, and contractor certifications/licenses/accreditations shall be factored into the offered price. Proposed pricing shall not include travel and per diem costs.
* **Non-Reimbursable Costs:** Costs that shall be borne by the contractor at no additional expense to the Government include, but are not limited to, the following:
  + **Security Clearances:** All costs associated with obtaining/possessing required security clearances should be factored into the offered price.
  + **Travel/Lodging/Per Diem:** Travel in performance of a task order will only be reimbursable to the extent authorized by the ordering agency. The Industrial Funding Fee does NOT apply to these charges. Local travel is not reimbursable unless otherwise determined by the ordering activity’s Contracting Officer.
  + **Certifications, Licenses and Accreditations:** All costs associated with obtaining required certifications, licenses and accreditations should be factored into the offered price.
  + **Insurance:** All costs associated with obtaining/possessing required insurance should be factored into the offered price.
  + **Healthcare Screenings/Tests/Procedures** for personnel providing services under this contract are not reimbursable. This includes an annual Purified Protein Derivative (PPD) reading or evaluation if known PPD reactor.
* **Reimbursable Costs -** **Travel/Lodging/Per Diem:** The Contractor may be required to travel in performance of orders issued under this contract. These costs may be directly reimbursed by the ordering activity to the extent authorized by the ordering agency, as specified in the task order. The Industrial Funding Fee does NOT apply to travel and per diem charges. Allowable travel and per diem charges are governed by Pub.L. 99-234 and FAR Part 31 and are reimbursable by the ordering agency or can be priced as a fixed price item on orders placed under the Multiple Award Schedule. More information on Federal Travel Regulations can be found at: [www.gsa.gov/federaltravelregulation](http://www.gsa.gov/federaltravelregulation). Note that airfare shall be based upon the lowest available cost - coach or economy airfare. The use of any airfare other than coach or economy must be approved in writing, in advance, by the ordering activity’s Contracting Officer. Contractors are not entitled to the government contract air fares that are awarded under the airline passenger transportation services (city-pair program) contract without the express consent of the airline. This applies even when a government activity and/or Contracting Officer authorize air travel.

**Non-Personal Services**

This solicitation is for non-personal services. A nonpersonal services contract is defined in FAR 37.101 as “a contract under which the personnel rendering the services are not subject, either by the contract’s terms or by the manner of its administration, to the supervision and control usually prevailing in relationships between the Government and its employee~~s~~.” Contractor personnel who furnish services for a nonpersonal services order under this contract shall not be considered employees of the Government for any purposes. The contractor will perform independently and not as an agent of the Government. The ordering activity may evaluate the quality of professional and administrative services provided but retains no control over professional aspects of the services rendered.

**Personal Services**

Per FAR 37.104, agencies shall not award personal services contracts unless specifically authorized by statute to do so. A personal services contract is characterized by the employer-employee relationship it creates between the Government and the contractor’s personnel. The Government is normally required to obtain its employees by direct hire under competitive appointment or other procedures required by the civil service laws. Obtaining personal services by contract, rather than by direct hire, circumvents those laws unless Congress has specifically authorized acquisition of the services by contract. An employer-employee relationship under a service contract occurs when, as a result of (i) the contract’s terms or (ii) the manner of its administration during performance, contractor personnel are subject to the relatively continuous supervision and control of a Government officer or employee. However, giving an order for a specific article or service, with the right to reject the finished product or result, is not the type of supervision or control that converts an individual who is an independent contractor (such as a contractor employee) into a Government employee.

Note that Department of Defense (DoD) ordering activities are authorized to award personal services contracts under section 1091 of Title 10, United States Code. Other Government Agencies may award personal services contracts only if specifically authorized by statue.

**Inherently Government Services**

Per FAR 37.102, and as described in FAR 7.5, agencies shall not award a contract for the performance of an inherently governmental function.

**Trade Agreements Act**

The Trade Agreements Act is applicable to all Schedules. In exercising its authority under [FAR Part 25](https://www.acquisition.gov/far/part-25#FAR_Subpart_25_4), Foreign Acquisition, purchases by Ordering Activities are restricted to either U.S.-made or designated country end products as defined in clause FAR 52.225-5, included in Solicitation Document 01. For the purposes of this services schedule, origin is determined by the country in which the firm providing the service is established, not the location at which the services are performed.

**Service Contract Labor Standards (SCLS), Health and Welfare, & Wage Determinations**

The Service Contract Labor Standards (SCLS), formerly known as the Service Contract Act (SCA) applies to all nonprofessional services to be provided under this Schedule. Proposed base rates and Health and Welfare Fringe Benefit Rates must meet or exceed the wage determination rates and fringe benefits for the areas awarded under the contract. The SCLS index of applicable wage determinations can be viewed at <https://beta.sam.gov/>; however, the SCLS wage determinations applicable to this solicitation and resultant contracts are located on GSA’s website at <https://www.gsa.gov/buying-selling/purchasing-programs/gsa-schedule/selling-through-schedule/roadmap-for-new-schedule-offerors/1-get-ready/available-offerings-and-requirements>, under the “Incorporated by Reference - Offers Containing Services” section**.**

**Contractor Qualifications and Responsibilities**

* **Minimum Experience:** Contractors are required to have at least two years of corporate experience in providing services relative to this solicitation in order to qualify for an award. Qualifying experience must have been performed as a prime contractor, not as a subcontractor. Additionally, home health care services, teaching assignments, and placements at public or private universities, community social events, etc. are not considered relative to this solicitation and cannot be considered as qualifying experience.
* **Permits, Licenses, Professional Certifications, etc.:** The contractor shall be responsible for obtaining all necessary permits and licenses and for complying with all applicable Federal, State, and Municipal laws, and the proposed/awarded prices must reflect all costs associated with this requirement. The contractor shall ensure that its staff maintains any generally required professional certification, accreditation, and proficiency relative to their area of expertise. Any person providing services pursuant to a task order issued against this contract shall possess a full and unrestricted professional license or certification.Any person providing services pursuant to a task order by any other agency or entity authorized to use this FSS schedule must have the qualifications, including licenses, prescribed by such agency or entity or, if no such requirement are prescribed, shall comply with the licensing requirement applicable in the location where such services are to be performed.
* **Professional Conduct/Ethics:** All Contractor personnel providing services under a task order pursuant to this solicitation must conduct themselves so that their dealings and actions in performance of the task order are above reproach in every respect. Accordingly, Contractor personnel must not allow themselves to be put in a situation where a conflict of interest may arise or justifiably might be suspected by reason of accepting entertainment, gifts, or favors of any kind or by any other action that would result in financial profit to themselves or which could influence or be interpreted as influencing the strict impartiality that must prevail in all business relationships where the public interest is involved.
* **Conflicts of Interest:** Organizational conflicts of interest may arise at the task order level, and Ordering Agency contracting officers may impose organizational conflict of interest disclosure requirements, provisions and/or clauses at the task order level as they determine appropriate. Where there may be an organizational conflict of interest as determined by the ordering agency, the Contractor’s participation in such order may be restricted in accordance with FAR Part 9.5. The Contractor shall notify the Contracting Officer of the Ordering Agency of any potential conflict of interest, stating the nature of the potential conflict. Upon investigation of the potential conflict of interest, the Contracting Officer may impose some restraint, appropriate to the nature of the conflict, upon the contractor’s eligibility for future contracts or subcontracts and the nature of the proposed restraint upon any future contractor activity. Failure to report a possible or actual conflict of interest situation to the Contracting Officer of the Ordering Agency may be a cause for the termination of a task order, cancellation of schedule contract, and possible debarment from doing business with the Federal Government.
* **Personnel Requirements:** Personnel providing services under this contract shall have the required level of training, education and experience for the corresponding labor category/subcategory awarded under this contract. Additionally, they shall possess the required qualification/elements to be privileged and/or credentialed in accordance with the ordering activity’s guidelines and procedures. Contractor’s credentials/qualifications are subject to review and approval by the Head or designee of the ordering activity. These qualifications at a minimum will be based on Joint Commission on Accreditation of Healthcare Organization (JCAHO) quality standards for training, education, and competency. Please consult element C.3. under the Contractor Qualifications section of this document for a list of minimum general requirements that apply to all individuals performing services under the terms of the contract.
* **Subcontractors:** Subcontractors may only be utilized for task order fulfillment and cannot be used to support the award of states or labor categories under this contract. Contractors are responsible for maintaining the integrity of this contract in relationships with subcontractors, including independent subcontractor personnel as well as other temporary staffing services companies. The FSS contract holder is ultimately responsible for all actions of any subcontractor, including any medical malpractice claim arising from work performed by a subcontractor as well as their compliance with all terms and conditions of the FSS contract. Subcontractor personnel performing services under a task order must also meet the minimum general requirements set forth in element C.4. under the Contractor Qualifications section of this document.

**Task Order Level**

Blanket Purchase Agreements (BPA's) can reduce costs and save time because individual orders and invoices are not required for each procurement but can instead be documented on a consolidated basis.  The Contractor may enter into BPA's with ordering activities provided that:

1. The period of time covered by such agreements shall not exceed the period of the contract including option year period(s);
2. Orders placed under such agreements shall be issued in accordance with all applicable regulations and the terms and conditions of the contract; and
3. BPAs may be established to obtain the maximum discount (lowest net price) available in those schedule contracts containing volume or quantity discount arrangements.

Task orders and BPAs issued/executed against a contract awarded under this solicitation shall not award geographic locations (to include state, regional, or national coverage) and/or labor categories unless such locations or labor categories are specifically authorized under the FSS contract. Awards of geographic locations and/or labor categories not authorized on the FSS contract shall be deemed outside of the scope of the contract and constitute an open market (non-FSS) purchase.  Task orders and BPAs issued/executed against a contract awarded under this solicitation shall not award any hourly rate in excess of the awarded FSS price referred to as the ceiling rate or the Not to Exceed (NTE) rate unless approved by the order level CO in response to market conditions, as provided for in the note to GSA FAS clause I-FSS-969(c). The order level CO must properly document the file with justification for exceeding the not-to-exceed (ceiling) price awarded at the base FSS contract level.

Per FAR 8.402(f), additional costs may be added to FSS orders as open market line items, and must be identified as such, to fulfill local requirements.  Examples include security clearances, criminal background checks, etc.

A Contractor Team Arrangement (CTA) of more than one schedule contractor may be used to fulfill task order level requirements. A CTA is an arrangement in which two or more Schedule contractors team together to provide a total solution to meet a customer's needs. Under Schedule CTAs, contractors complement each other, and it allows teams to compete for orders for which they may not qualify independently. VA encourages the use of CTAs to meet buyer’s requirements. CTAs do not create a separate legal entity but allow Schedule contractors to meet buyer’s requirements by combining the supplies and/or services from each team member’s separate Schedule contract in response to a buyer’s Request for Quote. See clause I-FSS-40 Contractor Team Arrangements (Dec 2019), located in Solicitation Document 01, and visit GSA’s website (<https://www.gsa.gov/buying-selling/purchasing-programs/gsa-schedule/schedule-features/contractor-team-arrangements>) for more information.

Note that upon expiration of the FSS contract, no additional orders can be place against the FSS contract or any associated BPAs. Task orders placed prior to contract expiration may be honored; however, no options or changes to such orders shall take place after the expiration of the underlying base FSS contract.

**Notice of Additional Requirements - Ordering Level**

In addition to the terms and conditions set forth in this solicitation, the contractor may, in the performance of orders issued under this contract, be responsible for further requirements at the ordering level when essential to their requirements. Any cost necessary for the contractor to comply with the terms will be included in the task order proposal, unless otherwise prohibited by law. These tasks/requirements may include, but are not limited to, security clearances, criminal background checks, drug screens, health examinations, vaccinations, automobile insurance, etc.

If the contractor will have access to Protected Health Information (PHI) in the performance of a VA order, then a VA ordering activity may require the FSS contractor to enter into a Business Associate Agreement (BAA) to be in compliance with privacy laws and VA contract security requirements and policies, including those outlined in VA Handbook 6500.6, Contract Security. It is VA’s policy that if the FSS contractor will be providing services at more than one VA facility, the FSS contractor should not be required to enter into multiple agreements; instead a national BAA should be executed. If further guidance is needed, please contact the Business Associate Program Manager at (615) 564-0687 or by e-mail at [VHABAAIssues@va.gov](mailto:VHABAAIssues@va.gov). Additionally, the VA requires providers to submit their credentials in the Department of Veterans Affairs’ VetPro Credentialing System is required of all VHA licensed, registered, and certified health care providers. This system is used nationwide at all VHA healthcare facilities. The website address is <http://fcp.vetpro.org>.

**Please note** that the VA does not promote the use of any company’s specific Schedule contract. Vendors should be aware that obtaining a VA Schedule contract is **not a guarantee of sales**. Vendors awarded a VA Schedule contract will need to [market](http://www.gsa.gov/portal/content/104176) their supplies and services to Government customers as they would to commercial customers. A listing of eligible schedule users can be found at on GSA’s website at <https://www.gsa.gov/buying-selling/purchasing-programs/gsa-schedules/schedule-buyers>.