# SECTION A

PAGE 1 OF

1. REQUISITION NO.

2. CONTRACT NO.

3. AWARD/EFFECTIVE DATE

4. ORDER NO.

5. SOLICITATION NUMBER

6. SOLICITATION ISSUE DATE

a. NAME

b. TELEPHONE NO. (No Collect Calls)

8. OFFER DUE DATE/LOCAL

TIME

9. ISSUED BY

CODE

10. THIS ACQUISITION IS

UNRESTRICTED OR

SET ASIDE:

% FOR:

SMALL BUSINESS

HUBZONE SMALL

BUSINESS

SERVICE-DISABLED

VETERAN-OWNED

SMALL BUSINESS

WOMEN-OWNED SMALL BUSINESS

(WOSB) ELIGIBLE UNDER THE WOMEN-OWNED

SMALL BUSINESS PROGRAM

EDWOSB

8(A)

NAICS:

SIZE STANDARD:

11. DELIVERY FOR FOB DESTINA-

TION UNLESS BLOCK IS

MARKED

SEE SCHEDULE

12. DISCOUNT TERMS

13a. THIS CONTRACT IS A

RATED ORDER UNDER

DPAS (15 CFR 700)

13b. RATING

14. METHOD OF SOLICITATION

RFQ

IFB

RFP

15. DELIVER TO

CODE

16. ADMINISTERED BY

CODE

17a. CONTRACTOR/OFFEROR

CODE

FACILITY CODE

18a. PAYMENT WILL BE MADE BY

CODE

TELEPHONE NO.

DUNS:

DUNS+4:

PHONE:

FAX:

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

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

SEE ADDENDUM

19.

20.

21.

22.

23.

24.

ITEM NO.

SCHEDULE OF SUPPLIES/SERVICES

QUANTITY

UNIT

UNIT PRICE

AMOUNT

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

25. ACCOUNTING AND APPROPRIATION DATA

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

27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA

ARE

ARE NOT ATTACHED.

27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA

ARE

ARE NOT ATTACHED

28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

29. AWARD OF CONTRACT: REF. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ OFFER

COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND

DATED \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. YOUR OFFER ON SOLICITATION

DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY

(BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE

ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED

SET FORTH HEREIN IS ACCEPTED AS TO ITEMS:

30a. SIGNATURE OF OFFEROR/CONTRACTOR

31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)

30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)

30c. DATE SIGNED

31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT)

31c. DATE SIGNED

AUTHORIZED FOR LOCAL REPRODUCTION

(REV. 2/2012)

PREVIOUS EDITION IS NOT USABLE

Prescribed by GSA - FAR (48 CFR) 53.212

7. FOR SOLICITATION

INFORMATION CALL:

STANDARD FORM 1449

OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS 88

VA119A-13-R-0210

01-29-2014

Julie Partridge

240-772-3433

02-28-2014

12:00 PM EST

Strategic Acquisition Center - Frederick

Department of Veterans Affairs

321 Ballenger Center Drive, Suite 125

Frederick MD 21703

541990

$14 Million

X

N/A

X

Strategic Acquisition Center - Frederick

Department of Veterans Affairs

321 Ballenger Center Drive, Suite 125

Frederick MD 21703

Strategic Acquisition Center - Frederick

Department of Veterans Affairs

321 Ballenger Center Drive, Suite 125

Frederick MD 21703

Strategic Acquisition Center - Frederick

Department of Veterans Affairs

321 Ballenger Center Drive, Suite 125

Frederick MD 21703

See CONTINUATION Page

Agile Delivery of VA Imminent Strategic and Operational

Requirements (ADVISOR)

Submit proposal intentions to Julie.Partridge@va.gov by

February 10, 2014 at 12 noon EST.

Questions shall be submitted to Julie.Partridge@va.gov by

February 7, 2014 at 12 noon EST.

Contract Type: Multiple Award, IDIQ

Set Aside: 100% VOSB

See CONTINUATION Page

X

Terrie Nestor

## A.1 SF 1449 SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS

Table of Contents

[SECTION A 1](file:///C:\Users\vacopartrj\Desktop\RFP.docx#_Toc378697390)

[A.1 SF 1449 SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS 1](file:///C:\Users\vacopartrj\Desktop\RFP.docx#_Toc378697391)

[SECTION B – CONTRACT ADMINISTRATION 4](file:///C:\Users\vacopartrj\Desktop\RFP.docx#_Toc378697392)

[B.1 CONTRACT ADMINISTRATION DATA 4](file:///C:\Users\vacopartrj\Desktop\RFP.docx#_Toc378697393)

[B.2 PERFORMANCE WORK STATEMENT 8](file:///C:\Users\vacopartrj\Desktop\RFP.docx#_Toc378697394)

[ATTACHMENT A. LABOR CATEGORIES 14](file:///C:\Users\vacopartrj\Desktop\RFP.docx#_Toc378697415)

[ATTACHMENT B. CONTRACT DISCREPANCY REPORT 31](file:///C:\Users\vacopartrj\Desktop\RFP.docx#_Toc378697416)

[ATTACHMENT C. VA INFORMATION AND INFORMATION SYSTEM SECURITY/PRIVACY REQUIREMENT 32](file:///C:\Users\vacopartrj\Desktop\RFP.docx#_Toc378697417)

[ATTACHMENT D. VA CONTRACTOR BACKGROUND INVESTIGATION REQUEST WORKSHEET 40](file:///C:\Users\vacopartrj\Desktop\RFP.docx#_Toc378697418)

[ATTACHMENT E. NON-DISCLOSURE AGREEMENT 41](file:///C:\Users\vacopartrj\Desktop\RFP.docx#_Toc378697422)

[SECTION C - CONTRACT CLAUSES 44](file:///C:\Users\vacopartrj\Desktop\RFP.docx#_Toc378697423)

[C.1 NOTICE OF HYBRID CONTRACT 44](file:///C:\Users\vacopartrj\Desktop\RFP.docx#_Toc378697424)

[C.2 FAR 52.212-4 CONTRACT TERMS AND CONDITIONS—COMMERCIAL ITEMS (SEP 2013) ALTERNATE I (AUG 2012) 44](file:///C:\Users\vacopartrj\Desktop\RFP.docx#_Toc378697425)

[C.3 FAR 52.216-18 ORDERING (OCT 1995) 54](file:///C:\Users\vacopartrj\Desktop\RFP.docx#_Toc378697426)

[C.4 FAR 52.216-19 ORDER LIMITATIONS (OCT 1995) 54](file:///C:\Users\vacopartrj\Desktop\RFP.docx#_Toc378697427)

[C.5 FAR 52.216-22 INDEFINITE QUANTITY (OCT 1995) 54](file:///C:\Users\vacopartrj\Desktop\RFP.docx#_Toc378697428)

[C.6 FAR 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999) 55](file:///C:\Users\vacopartrj\Desktop\RFP.docx#_Toc378697429)

[C.7 FAR 52.228-5 INSURANCE - WORK ON A GOVERNMENT INSTALLATION (JAN 1997) 55](file:///C:\Users\vacopartrj\Desktop\RFP.docx#_Toc378697430)

[C.8 FAR SUPPLEMENTAL INSURANCE REQUIREMENTS 55](file:///C:\Users\vacopartrj\Desktop\RFP.docx#_Toc378697431)

[C.9 FAR 52.232-99 PROVIDING ACCELERATED PAYMENT TO SMALL BUSINESS SUBCONTRACTORS (DEVIATION) (AUG 2012) 56](file:///C:\Users\vacopartrj\Desktop\RFP.docx#_Toc378697432)

[C.10 VAAR 852.203-70 COMMERCIAL ADVERTISING (JAN 2008) 56](file:///C:\Users\vacopartrj\Desktop\RFP.docx#_Toc378697433)

[C.11 VAAR 852.203-71 DISPLAY OF DEPARTMENT OF VETERAN AFFAIRS HOTLINE POSTER (DEC 1992) 56](file:///C:\Users\vacopartrj\Desktop\RFP.docx#_Toc378697434)

[C.12 VAAR 852.232-72 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS (NOV 2012) 57](file:///C:\Users\vacopartrj\Desktop\RFP.docx#_Toc378697435)

[C.13 VAAR 852.237-70 CONTRACTOR RESPONSIBILITIES (APR 1984) 58](file:///C:\Users\vacopartrj\Desktop\RFP.docx#_Toc378697436)

[C.14 FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998) 58](file:///C:\Users\vacopartrj\Desktop\RFP.docx#_Toc378697437)

[C.15 FAR 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS—COMMERCIAL ITEMS (NOV 2013) 58](file:///C:\Users\vacopartrj\Desktop\RFP.docx#_Toc378697438)

[C.16 MANDATORY WRITTEN DISCLOSURES 64](file:///C:\Users\vacopartrj\Desktop\RFP.docx#_Toc378697439)

[SECTION D - CONTRACT DOCUMENTS, EXHIBITS, OR ATTACHMENTS 65](file:///C:\Users\vacopartrj\Desktop\RFP.docx#_Toc378697440)

[SECTION E - SOLICITATION PROVISIONS 66](file:///C:\Users\vacopartrj\Desktop\RFP.docx#_Toc378697441)

[E.1 INSTRUCTIONS TO OFFERORS 66](file:///C:\Users\vacopartrj\Desktop\RFP.docx#_Toc378697442)

[E.2 FAR 52.209-5 REPRESENTATION BY CORPORATIONS REGARDING AN UNPAID TAX LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW (DEVIATION)(MAR 2012) 69](file:///C:\Users\vacopartrj\Desktop\RFP.docx#_Toc378697443)

[E.3 FAR 52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS (JUL 2013) 70](file:///C:\Users\vacopartrj\Desktop\RFP.docx#_Toc378697444)

[E.4 FAR 52.216-1 TYPE OF CONTRACT (APR 1984) 71](file:///C:\Users\vacopartrj\Desktop\RFP.docx#_Toc378697445)

[E.5 FAR 52.227-15 REPRESENTATION OF LIMITED RIGHTS DATA AND RESTRICTED COMPUTER SOFTWARE (DEC 2007) 71](file:///C:\Users\vacopartrj\Desktop\RFP.docx#_Toc378697446)

[E.6 FAR 52.233-2 SERVICE OF PROTEST (SEP 2006) 72](file:///C:\Users\vacopartrj\Desktop\RFP.docx#_Toc378697447)

[E.7 VAAR 852.233-70 PROTEST CONTENT/ALTERNATIVE DISPUTE RESOLUTION (JAN 2008) 72](file:///C:\Users\vacopartrj\Desktop\RFP.docx#_Toc378697448)

[E.8 VAAR 852.233-71 ALTERNATE PROTEST PROCEDURE (JAN 1998) 72](file:///C:\Users\vacopartrj\Desktop\RFP.docx#_Toc378697449)

[E.9 FAR 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998) 73](file:///C:\Users\vacopartrj\Desktop\RFP.docx#_Toc378697450)

[E.10 FAR 52.212-2 EVALUATION—COMMERCIAL ITEMS (JAN 1999) 73](file:///C:\Users\vacopartrj\Desktop\RFP.docx#_Toc378697451)

[E.11 FAR 52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS—COMMERCIAL ITEMS (NOV 2013) 76](file:///C:\Users\vacopartrj\Desktop\RFP.docx#_Toc378697452)

**SECTION B – CONTRACT ADMINISTRATION**

**B.1 CONTRACT ADMINISTRATION DATA**

1. Contract Administration: All contract administration matters will be handled by the following individuals:
2. CONTRACTOR: TBD
3. GOVERNMENT:
4. The Contracting Officer (CO) for ADVISOR is as follows:

Terrie Nestor, Contracting Officer 0010X

Office of Acquisition Operations

Strategic Acquisition Center – Frederick

Department of Veterans Affairs

321 Ballenger Center Drive, Suite 125

Frederick, MD 21703

1. The ADVISOR CO is responsible for providing overall scope oversight, maintaining communication between contractors and VA, ensuring contract compliance, administering base contract and modifications, and ensuring that annual performance evaluations are completed at the base contract level. Each task order (TO) will have an identified CO who will be responsible for ensuring that task orders are within the scope of the IDIQ base contracts, administering all task order awards, overseeing payment or rejection of invoices, and ensuring that annual performance evaluations are completed at the TO level.
2. The CO reserves the right to designate a Contracting Officer’s Representative (COR) at the IDIQ contract or individual task order level. The CO will issue a designation letter to the COR and the contractor to ensure that all parties understand the limited authority of the COR.
3. Task Order Procedures

Contractors under ADVISOR shall provide services as requirements are identified throughout the period of performance. Requirements may span the labor categories and tasks of one or more service group. Each requirement will specify details as they relate to deliverables, performance and other technical items.

1. ADVISOR will follow ordering procedures as outlined in FAR 16.505. In accordance with FAR 16.505(b)(2), the CO will provide all awardees in the applicable service groups a fair opportunity to be considered for all awards under ADVISOR which exceed the micro-purchase threshold, unless one of the following exceptions applies:
   1. The agency need for the supplies or services is so urgent that providing a fair opportunity would result in unacceptable delays;
   2. Only one awardee is capable of providing the supplies or services required at the level of quality required because the supplies or services ordered are unique or highly specialized;
   3. The order must be issued on a sole-source basis in the interest of economy and efficiency because it is a logical follow-on to an order already issued under the contract, provided that all awardees were given a fair opportunity to be considered for the original order; or
   4. It is necessary to plan an order to satisfy a minimum guarantee.

Should one of these exceptions exist, the CO will execute the task order as a sole-source task order, seeking proper justifications in accordance with the FAR and agency procedures.

1. As requirements for ADVISOR are defined, the CO will determine the applicable services group. Contractors for that service group(s) will be given the fair opportunity to compete for the award, assuming one of the exceptions noted above does not exist. The CO will issue a Task Order Proposal Request (TOPR) in accordance with the procedures as outlined below. It should be noted that while ADVISOR contractors are not required to respond to all TOPRs for which they are afforded the opportunity, they are expected to do so. Repeated failure to provide a response will be reflected in past performance evaluations at the IDIQ level and may be taken into consideration when deciding whether or not to exercise options. Contractors unable to perform the requirements as stated in a TOPR must submit a “no-bid” to the CO with a brief, yet specific, explanation.
2. Each TOPR will include, at a minimum:
   1. the due date and instructions for proposal submission,
   2. a Statement of Work (SOW), Statement of Objectives (SOO), or Performance Work Statement (PWS) with a description of the requirements, including deliverables, minimum qualifications, and applicable information,
   3. the place and period of performance, and
   4. any additional information deemed necessary by the CO.
3. Each task order requirement will have a unique evaluation plan that will be developed by the CO and detailed in the TOPR. Factors, with the exception of Price, will be assigned an adjectival rating. In general, TOPRs will be evaluated by analysis of the following factors:
   1. Technical Capability. The contractor will be asked to discuss their plan for accomplishing the work of the requirement. This factor may include subfactors such as a management plan, staffing plan, or key personnel.
   2. Performance Risk. The contractor will be asked to provide examples of relevant experience and to provide past performance questionnaires which confirm a level of quality. The CO may consider relevant performance on task order awards under ADVISOR and any other information available from Government sources.
   3. Price. The Government will evaluate price reasonableness using price analysis techniques as prescribed in FAR 15.404-1(b). The Government reserves the right to evaluate price realism at the task order level. When competing for Labor Hour type TO awards, contractors are permitted to propose labor rates that are equal to or lower than those as listed in their contract. The Government will ensure that rates are not reduced to a level that risks nonperformance by requiring justification for the reduced rate at the time of proposal. Contractors may be requested to identify labor categories, number of hours, and labor rates in their price proposal for performance of each task.
   4. Any other factors as determined appropriate by the CO.
4. The task order proposals will be evaluated in accordance with the evaluation criteria as set forth in each TOPR. The CO is not required to prepare formal evaluation plans, evaluate offers, post notice on the Federal Business Opportunities webpage or hold discussions or negotiations with each offeror. The CO will, however, maintain an internal record of the award decision and supporting information.
5. In accordance with FAR 16.5, the CO has broad discretion in determining which contractor should receive a task order. The CO will issue a task order to the contractor whose proposal is most advantageous to the Government considering the evaluation factors specified in the TOPR. The CO reserves the right to withdraw or cancel the TOPR. In such event, the contractor will be notified, via email, of the CO’s decision. This decision shall be final and conclusive and shall not be subject to the Disputes Clause or the Contract Disputes Act.
6. Upon TO award, the TO will be sent via email to the contractor. The contractor is not authorized at any time to commence TO performance prior to issuance of a signed TO or other written approval provided by a CO. The contractor’s failure to begin performance within the time frame required may result in termination of the task order and reconsideration of the other task order proposals received in response to the TOPR.
7. In accordance with FAR 16.505(b)(6), contractors may request a post-award debriefing for orders exceeding $5 million. The TO CO will conduct post-award debriefings in accordance with FAR 16.505(b)(6)(ii) and FAR 15.506. Issues arising from the placement of orders are not protestable to the Government Accountability Office unless the protest alleges that the order exceeded the value, scope or period of the contract or in the case where a single task order exceeds $10 million.
8. Task orders may only be modified by written modification, executed by a warranted CO. The contractor shall not perform or provide services that are not expressly stated in the contract or TO. A Contracting Officer’s Representative (COR) does not have the authority or means to obligate the Government or change the terms and conditions of the contract or TO.
9. Minimum Guaranteed Amount and Maximum Value
10. The minimum guaranteed amount for this contract is $20,000.00, which will be obligated at the time of IDIQ award. Orders beyond the minimum will be determined by department needs and the results of fair opportunity competitions, other than exceptions as noted in section B.1.B.(1) above. The Government has no obligation to award TOs beyond the minimum guaranteed amount.
11. The maximum aggregate value of all awards and task orders under ADVISOR is $550,000,000.00. This ceiling is neither divided nor multiplied by the number of awardees.
12. Interrelationships of Contractors

The Government has entered into other contractual relationships in order to provide technical services throughout VA. These services are separate from ADVISOR, but may be related to or in close proximity to those provided under ADVISOR. Contractors may be required to coordinate with other contractors in providing their services. All contractors shall sign a non-disclosure agreement (NDA), Attachment E, prior to commencing services under the base contract or a TO award.

1. Future Competitions

In performing services of ADVISOR, contractors may gain access to procurement sensitive information or be asked to provide support services in developing acquisition packages. Contractors are advised that such access or support deems the contractor ineligible for award as a prime contractor, subcontractor or teaming partner on future, non-ADVISOR procurements. Contractor’s failure to recuse itself from future competitions or present a mitigation plan in light of an Organizational Conflict of Interest, where applicable, may be grounds for termination under this contract and non-selection for future contracts in accordance with FAR Part 9.5.

1. Options

In accordance with FAR 17.2, task orders may contemplate the use of options. Inclusion of options at the task order level will be properly documented and approved in accordance with the FAR and agency procedures and will be clearly stated in the TOPR. FAR 52.217-9 will be included in any task orders that include options.

1. Invoicing
2. All payments by the Government to the contractor will be made in accordance with 52.232-33, Payment by Electronic Funds Transfer – System for Award Management.
3. Specific invoicing instructions will be specified at the TO level.
4. On-Ramping/Off-Ramping

Contractors will be required to recertify annually from the effective date of this contract award, their small business status. Additionally, contractors are required to submit proposals for at least 50% of TOPRS for which they are eligible. Contractors not meeting these requirements may be “off-ramped” via termination for convenience at no cost to the Government.

The Government reserves the right to “on-ramp” additional contractors throughout the ordering period to ensure adequate competition in each service group. Should the Government exercise this right, a new solicitation with identical requirements, terms, and conditions will be issued to the Government Point of Entry. Awardees will be added to the pool of ADVISOR contractors for future competitions. Contracts awarded via the “on-ramp” process will share in, but not increase, the previously established ceiling. The “on-ramping” process will not extend the ordering period.

“On-ramping” and “off-ramping” processes may occur independently and are not guaranteed as a result of the other. The decision to “on-ramp” and “off-ramp” is at the sole discretion of the Government.

**B.2 PERFORMANCE WORK STATEMENT**

**1.0 SCOPE**

This Performance Work Statement (PWS) describes the requirements for support of VA program offices, including the Office of Policy and Planning (OPP), and their customers in order to accomplish VA’s mission and strategic goals, priorities and initiatives. Much of this support work is best performed through the use of expert contractor support which provides critical market-based skills that augment the internal activities of VA program offices. This acquisition, referred to as Agile Delivery of VA Imminent Strategic and Operational Requirements (ADVISOR), will provide a department-wide vehicle for a broad range of general management and business support services and solutions. ADVISOR consists of four groups of services: Group 1 – Oversight, Group 2 – Improvement, Group 3 – Data and Analyses, and Group 4 – Training.

The contractor shall provide the services and labor categories necessary to fulfill the requirements of two (2) or more groups. For the base contract and any subsequent task order awards, the contractor shall provide the contractor personnel, comprehensive management, materials, equipment, facilities, travel, supervision of contractor resources, and any required deliverables necessary to satisfy the requirement. Each contract will specify the scope of the service groups for which award is being made. The contractor shall perform the work in accordance with the resultant base contract, and any task order awards. **Information technology development and administrative or clerical tasks which are not strictly incidental to the requirements are outside the scope of this contract.**

This PWS provides the scope of the base contract and general requirements. Specific requirements will be defined in each individual Task Order (TO). Each TO will include requirements from one or more of the four groups. Each TO will be managed by a Government Contracting Officer’s Representative (COR) who has direct experience in the business requirement on which the TO is focused.

The services within the scope of this Indefinite Delivery/Indefinite Quantity (IDIQ), as described in Section 3 below, can be used by all VA organizations.

1. **GENERAL INFORMATION**

## 

## 2.1 Type of Contract

The contract shall be an IDIQ contract. Task orders (TOs) issued under this IDIQ may include firm fixed price and labor hour line items. Contractors will receive a Task Orders Proposal Request (TOPR) for each task order competition. Contractors may submit a proposal in response to a TOPR, using the terms and evaluation factors found in the TOPR, as well as the terms and conditions set forth in Section B of the contract, as guidance for preparing a proposal. Contractors may be given discretion to propose labor categories that meet the task areas and requirements as outlined in each TOPR.

## Contract Ordering Period

The ordering period for the base IDIQ contract is five (5) years. Each TO shall specify the period of performance that will govern a particular task order awarded under the base IDIQ contract.

## Place of Performance

The place of performance will be specified in each task order. Work may be required to be performed at a contractor’s facility, Government furnished facility, or other location. The contractor may be requested to provide services throughout the continental US, however, services required to be performed at the Department of Veterans Affairs main headquarters will be at the following Government location: U.S. Department of Veterans Affairs, 810 Vermont Ave. NW, Washington, DC 20420.

**2.4 Travel**

Occasional travel within the United States may be necessary. Travel must be approved in advance by the Contracting Officer and will be reimbursed in accordance with the Federal Travel Regulations. The Government will not be responsible for any relocation expenses associated with moving contractor personnel to the Washington, D.C. commuting area or other job sites as may be identified in individual TOs either initially, or if necessary, with replacement of personnel, even if replacement of personnel is required. No costs will be reimbursed for travel to or from the place of performance, unless otherwise specified and/or authorized in the task order by the CO. If travel is required, it will be specified at the TO level.

## Hours of Contractor Operations (Government-Provided Work Site)

Work performed on TOs issued under this contract are anticipated to occur Monday through Friday, within the hours of 0600 Eastern Standard Time (EST) and 1800 EST, except as authorized by the COR. VA observes all federal holidays as recognized by the Office of Personnel Management (<http://www.opm.gov/fedhol/index.htm>). Services performed at the Government’s site must not occur on Federal holidays or weekends, unless authorized in advance by the COR, or when the Government office are closed (ie, inclement weather). These parameters may be altered in each task order award.

The contractor may be required to provide back-up coverage during periods of extended absences of assigned contractor personnel (five or more workdays) to ensure continuity of services.

## Government-Furnished Information, Equipment, and Facilities

Government-Furnished Information (GFI), Government-Furnished Equipment (GFE), and Government-Furnished Facilities (GFF), if applicable, will be specified as necessary by each individual task order.

1. **SERVICE GROUPS AND LABOR CATEGORIES**
   1. **General Requirements**

Contractor personnel shall have the level of experience necessary to accomplish the requirements of this PWS. In addition, contractor personnel shall be acceptable to the Government in terms of personal and professional conduct, and in technical knowledge. Furthermore, contractor personnel are expected to be proficient in using office automation equipment and software, and have sufficient written and verbal communication skills to support VA program offices, their customers and any other VA organizations. Should any contractor personnel be determined to be unacceptable in terms of technical competency or unacceptable conduct or behavior while on-site or while working on contract activities, the contractor shall immediately remove and replace the unacceptable on-site personnel at no additional cost to the Government. Contractor personnel are to serve in a support role; therefore, final decisions regarding inherently governmental functions will always be made by Government personnel.

* 1. **Service Requirements**

Services performed shall be of a non-personal nature. VA organizations will not provide supervision of contractor personnel. Contractor personnel shall at no time allow an employer-employee relationship to develop with VA organizations or their staff. VA organizations will refrain from any activities that create the appearance of such a relationship.

Contractors shall not perform inherently governmental functions including: decision-making, supervision of Government employees, supervision of other contractors on other contracts, and activities that create the appearance of performing such functions.

### Service Groups

The contractor shall provide services, labor categories, and solutions necessary to fulfill the scope of two (2) or more of the following groups.

### Group 1 – Oversight

The contractor shall provide services as they relate to program and project management, strategic planning and performance measurement, and quality measurement, as outlined below.

3.3.1.1 Program and Project Management

The contractor shall provide support to assist the Government in implementing disciplined, comprehensive, and flexible program and project management processes, including monitoring of project metrics, rigorous risk management, and prompt reporting on Government-approved cost, schedule, performance, and risk baseline. The contractor shall also assist in the development of procurement request packages, including statements of work and cost estimates.

* + - 1. Strategic Planning

The contractor shall provide support of strategic planning, including development of strategic goals, objectives, strategies, performance measures, targets, improved programmatic outcomes, and linkages to programming, budgeting and evaluations.

* + - 1. Performance Measurement

The contractor shall provide support of strategic performance measurement development, including improved linkage between VA-wide strategic goals and VA programmatic outcomes; and implementation of the Government Performance and Results Act (GPRA) Modernization Act (GPRAMA).

* + 1. **Group 2 – Improvement**

The contractor shall provide services as they relate to business process reengineering, business process improvement, and business process management, and change management and transition, as outlined below.

3.3.2.1 Business Process Reengineering, Improvement and Management

The contractor shall conduct studies in support of system redesign and business process reengineering, improvement and management. The contractor shall develop implementation plans and support the process of implementing and sustaining improvements.

* + - 1. Change Management and Transition

The contractor shall support all activities associated with organizational change, including but not limited to, transition management, implementation of major initiatives, communications associated with major initiatives, risk assessment, and organizational transformation and culture change.

* + - 1. Quality Measurement

The contractor shall provide support of quality management systems, tools, and techniques to help organizations transform, including, but not limited to, Lean Six Sigma (LSS), ISO 9000/9001, and the Malcolm Baldrige Quality Award criteria.

* + 1. **Group 3 – Data and Analyses**

The contract shall provide services as they related to studies and analyses and information and records management, as outlined below.

3.3.3.1 Studies and analyses

The contractor shall provide studies as they relate to staffing, evaluation, human resources, organization, leadership, efficiency, effectiveness, gap analyses, organization development, and emergency preparedness. The contractor shall also provide management analyses, including organizational studies that specifically assess and analyze current organization states and management systems and perform gap analyses of differences between current and targeted states, including findings and recommendations. The contractor shall also conduct surveys, focus groups, and other accepted techniques for data collection in support of organization studies that specifically assess and analyze current organization states and management systems.

* + - 1. Information and Records Management

The contractor shall evaluate, recommend, design, and develop information technology solutions to compile, evaluate, analyze, control, secure, and disseminate timely, relevant, objective, and accurate data and information to VA and VA stakeholders, including, but not limited to, web-based designs, data governance, operational systems, document storage, applications, models, and assessment of existing legacy systems.

* + 1. **Group 4 – Training**

The contractor shall design, conduct, and evaluate training in support of projects and programs.

* 1. **Labor Categories**

Attachment A, Labor Categories, provides a comprehensive list of labor categories, descriptions, minimum education and experience requirements, as well as identification for which service groups the labor categories are applicable.

It is expected that the minimum education and experience will be in a field or specialty that directly relates to the labor category and task order requirements. The CO reserves the right to grant waivers for the education and experience requirements. Waivers for education may be on the basis of additional years of experience, industry certifications, or equivalent trainings. Waivers for experience may be on the basis of additional years of education and exceptionally specialized experience. Individual task orders may cite additional equivalencies that will be recognized. Contractor’s request for waiver must be provided in writing to the CO, and the CO’s authorization must be provided in writing to the contractor.

1. **MANDATORY TASKS AND DELIVERABLES**

In addition to any specific groups awarded to the contractor, the base contract and any subsequent task orders require general management in order to manage schedules; monitor costs; assure quality of services, performance and deliverables; and maintain a proper level of oversight. The contractor may be asked to attend virtual meetings, provide meeting minutes, prepare agendas, review deliverables, and participate in ad hoc communication to discuss contract or task order status. In addition to tasks and deliverables defined in individual task orders, the contractor shall perform the following tasks and provide the following deliverables throughout the performance period. All tasks and deliverables listed in this section shall not be separately priced, nor will separate task orders be issued.

* 1. **Management of the IDIQ Contract**

The contractor shall institute and maintain a management process that effectively manages the base contract, subsequent TOs, and all contractor personnel and financial resources used to perform the services required by the base contract and TOs. As part of the management process described above, the contractor shall:

* + 1. Employ a management approach that is consistent with project management best practices (e.g., PMBOK).
    2. Clearly identify all personnel involved in the management and performance of the contract and clearly define their roles, responsibilities and interaction with the Government.
    3. Ensure that all services are compliant with applicable Federal regulations and guidelines.
    4. Adhere to the security regulations, policies, and procedures set forth in the base contract and TOs.
    5. Attend a post-award kickoff meeting. The contractor shall participate in a post-award kickoff meeting with VA representatives, anticipated to be held within two weeks after award. The Government reserves the right to hold the kickoff meeting in the Washington, DC area. The exact time and location will be determined at time of contract award. The contractor may participate virtually. Travel costs will not be approved or reimbursed by the Government for the kickoff meeting.

The contractor may be required to participate in a kickoff meeting at the task order level. Details will be specified in each task order, as required.

* 1. **IDIQ Monthly Status Report (MSR)**

So long as the contractor has at least one active task order, the contractor shall submit an MSR to the IDIQ COR and the CO by the first Monday of every month. The MSR shall provide a comprehensive view of all active task orders by providing the following minimum information:

1. TO number, project name and brief description;
2. VA program POC name and contact information;
3. Contractor POC name and contact information;
4. TO period of performance and current value;
5. For FFP, status of tasks and deliverables, or for LH, status of hours expended; and
6. Significant issues (e.g., key personnel, schedule delays), suggested resolutions, and implementation status.

The contractor may propose a structure for the report; however, the Government reserves the right to request changes to the report in order to guarantee the appropriate level of information is being reported.

Should the contractor encounter any technical, financial, personnel, or general managerial problems at any time during the period of performance, the contractor shall immediately contact the CO and respective COR.

* 1. **Management of TOs**

For each TO, the contractor shall designate a TO Manager who shall be the contractor’s primary interface with the CO and TO COR. Any tasks or work products requested by the Government shall be submitted to the TO Manager. The TO Manager shall direct the activities of all TO personnel to meet contract requirements. The TO Managers shall be proactive and responsive to managing contractor resources and meeting requirements of the base contract and the TO.

1. **DELIVERABLES**

The contractor shall provide all deliverables identified in the individual TOs in formats as specified in the TO. All deliverables, unless otherwise specified, shall use Microsoft Office compatible formats.

All deliverables shall be compliant with Section 508, 1998 Amendment to the Rehabilitation Act of 1973 according to the particular requirements for each such deliverable.

1. **KEY PERSONNEL**

The IDIQ Contract Manager is defined as key personnel for the base contract. The IDIQ Contract Manager must have a minimum education of a bachelor’s degree in a business or program related field and a minimum of 10 years of experience managing programs, projects, or contracts or comparable size, scope and complexity to this procurement.

Additional key personnel may be identified in each task order. Key personnel, at the base contract and TO level, shall not be removed, diverted, or replaced from work without concurrence by the COR, and approval of the CO.

Any personnel the contractor offers as substitutes shall have the ability and qualifications, including education and experience, equal to or better than the key personnel whose biography was submitted with the successful proposal.  Requests to substitute personnel shall be provided to the CO for review and approval. All notification of substitutions in key personnel shall be submitted to the CO at least 15 calendar days prior to making any change in key personnel, to the maximum extent practicable.  The notification shall be in writing and shall provide a detailed explanation of the circumstances necessitating the proposed substitution.  The contractor shall submit a complete biography for the proposed substitute, and any other information requested by the CO.  The CO will evaluate such requests and promptly notify the contractor of approval or disapproval thereof in writing.

# QUALITY ASSURANCE

* 1. Quality Assurance Surveillance Plan

In accordance with FAR 37.102, task orders issued under this IDIQ will be performance-based to the maximum extent practicable.  Each TO will define the quality assurance surveillance plan, to include specific performance standards and measures at the TO level.

* 1. Contractor Performance

Attachment B, Contractor Discrepancy Report (CDR), may be issued by a CO or COR to document less than acceptable performance by the contractor at any point during the period of performance. It should be noted that issuance of a CDR should not be the first form of communication or plan of resolution unless the seriousness of the situation warrants such formal documentation from onset. The CO, COR and contractor shall maintain open and effective communications to avoid the issuance of CDRs to the maximum extent practicable. All parties acknowledge that a finalized CDR will become part of the official file and will be used to report on annual performance under the IDIQ. If use of a CDR is warranted, the CO/COR shall complete the CDR, citing the IDIQ and/or TO number and the specific IDIQ and/or TO section or clause related to the performance issue. The CO/COR shall provide a detailed and descriptive narrative of the background and issue. Upon receipt of the CDR, the contractor shall provide a timely and detailed response by the contractor. The contractor’s response shall include any important or relevant information or justification for the performance issue and a proposed resolution. The CO/COR will review the response from the contractor and the CO will issue a final recommendation or plan of action. The CO, COR, and contractor will maintain communication to ensure that the recommendation or plan of action is carried out.

The contractor’s performance on the IDIQ and any TOs will be reported to the Contractor Performance Assessment Reporting System (CPARS) on an annual basis. The CO and COR will make use of information from CDRs and the Task Order Performance Evaluations, as well as any additional knowledge and information available to them with respect to the contractor’s performance, to complete the CPARS. Contractors shall familiarize themselves with the CPARS process and be prepared to respond to reports entered by the CO and COR.

**8.0 Security and Privacy Requirements**

All Contractors and Contractor personnel shall be subject to the same Federal security and privacy laws, regulations, standards and VA policies as VA personnel, including the Privacy Act, 5 U.S.C. § 552a, regarding information and information system security. Contractors must follow all security and privacy requirements, per Attachment C - VA Information and Information System Security/Privacy Requirements.

**ATTACHMENT A. LABOR CATEGORIES**

The below table identifies labor categories for the ADVISOR contract. For each labor category, provided is a description of anticipated tasks, minimum education and experience requirements, and the service groups for which the labor category may be used (identified with an X). If the labor category is subject to a Wage Determination, the labor category is notated with an asterisk and the applicable Department of Labor occupation code.

| **Labor Category** | **Description** | **Minimum Education** | **Minimum Experience** | **Group 1: Oversight** | **Group 2: Improvement** | **Group 3: Data and Analysis** | **Group 4: Training** |
| --- | --- | --- | --- | --- | --- | --- | --- |
| General Clerk I  \*WD 01111 | Performs work solely of a clerical, support nature. Tasks may include copying, transcribing, answering phone calls, assembling documents or reports, filing, scheduling meetings/conferences or making calendar arrangements. | **HS Diploma** | **2 years** | **X** | **X** | **X** | **X** |
| Acquisition Specialist | Performs tasks related to developing procurement request packages, while supporting program office activities. Tasks may include supporting the development of requirements, market research, estimates, and other related documentation. | **BA/BS degree** | **4 years** | **X** | **X** | **X** |  |
| Budget Analyst - Junior | Performs tasks which apply knowledge and skill in budget-related laws, regulations, policies, precedents, methods, and techniques. Tasks may include support for Planning, Programming, Budgeting, and Execution (PPBE) activities; conducting multi-year programming studies and budget analyses, including, survey methods, findings, evaluations, and recommendations; supporting budget formulation efforts by developing, managing, and maintaining spreadsheets and budget artifacts used for development of Congressional Budget Justification; financial analysis; and development of draft briefs for VA management on the organization's budget. | **BA/BS degree** | **2 years** | **X** | **X** | **X** | **X** |
| Budget Analyst - Senior | Performs tasks which apply knowledge and skill in budget-related laws, regulations, policies, precedents, methods, and techniques. Tasks may include support for Planning, Programming, Budgeting, and Execution (PPBE) activities; conducting multi-year programming studies and budget analyses, including, survey methods, findings, evaluations, and recommendations; supporting budget formulation efforts by developing, managing, and maintaining spreadsheets and budget artifacts used for development of Congressional Budget Justification; financial analysis; and development of draft briefs for VA management on the organization's budget. | **BA/BS degree** | **8 years** | **X** | **X** | **X** |  |
| Business Architect | Performs tasks which structure the enterprise in terms of its governance structure, business processes, and business information; align strategic goals and objectives with decisions regarding products and services, partners and suppliers, organization, capabilities, and key business and IT initiatives. Tasks may include developing a business architecture strategy based on a situational awareness of various business scenarios and motivations; applying a structured business architecture approach and methodology for capturing the key views of the enterprise; capturing the tactical and strategic enterprise goals that provide traceability through the organization and are mapped to metrics that provide ongoing governance; defining the set of strategic, core and support processes that transcend functional and organizational boundaries; identifying external entities such as customers, suppliers, and external systems that interact with the business and describing which people, resources and controls are involved in the processes; and capturing the relationships among roles, capabilities and business units, the decomposition of those business units into subunits, and the internal or external management of those units. | **BA/BS degree** | **4 years** | **X** | **X** | **X** |  |
| Business Process Engineer | Performs management and support of the analysis, design, development, and implementation of diverse, enterprise-wide processes and application systems. Tasks may include the design study process; conducting studies in support of system redesign and business process reengineering, improvement and management; developing implementation plans; and supporting the process of implementing and sustaining improvements. | **BA/BS degree** | **6 years** |  | **X** |  |  |
| Career Coach | Performs tasks which allow the partnership with clients in a thought-provoking and creative process that inspires them to maximize their professional potential. Helps clients identify personal interests and life goals. Tasks may include assisting clients in planning strategic career moves and developing leadership skills; identifying new employment opportunities for clients; reviewing clients’ resumes and cover letters and providing feedback; rehearsing job interview tactics with clients and offering advice; performing personality and skills assessments on clients; administering aptitude tests to help determine clients’ interests and talents; recommending additional education to clients to help achieve their career goals; helping clients write resumes and letters to prospective employers; answering client questions concerning details about different careers; and counseling clients on how to strengthen their weaknesses. | **BA/BS degree** | **6 years** |  | **X** |  | **X** |
| Change Management Specialist | Performs tasks requiring the knowledge and skills for a multidisciplinary approach to managing change and transition within organizations, programs, and projects.  Tasks may include developingplans associated with transition management, implementation of major initiatives, communications associated with major initiatives, risk assessment, and organizational transformation and culture change; completing change management assessments and change management strategy; identifying and managing anticipated resistance; creating actionable deliverables, such as a communication plan, roadmap, coaching plan, training plan, or resistance management plan; supporting and engaging senior leaders; supporting organizational design and definition of roles and responsibilities; integrating change management activities into project plan, and evaluating and ensuring user readiness; managing stakeholders; tracking and reporting issues; defining and measuring success metrics and monitoring change progress. | **BA/BS degree** | **6 years** | **X** | **X** |  |  |
| Cost Analyst - Junior | Performs cost analysis with responsibility for analyzing a variety of proposed program/project activities, involving a wide range of factors affecting cost, with pertinent historical data generally available. Tasks may include developing Program Life Cycle Cost Estimates, cost models and estimating relationships; assisting in the conduct of cost-benefit and business case analyses; and preparing and presenting PowerPoint presentations, process summary reports, meeting minutes/notes, and other program management documentation. | **BA/BS degree** | **3 years** | **X** | **X** | **X** | **X** |
| Cost Analyst - Senior | Performs cost analysis with responsibility for analyzing a variety of proposed program/project activities, involving a wide range of factors affecting cost, with pertinent historical data generally available. Tasks may include developing Program Life Cycle Cost Estimates, cost models and estimating relationships; assisting in the conduct of cost-benefit and business case analyses; and preparing and presenting PowerPoint presentations, process summary reports, meeting minutes/notes, and other program management documentation. | **BA/BS degree** | **8 years** | **X** | **X** | **X** | **X** |
| Data Management Specialist | Performs tasks which ensure strategic and coordinated data systems management, accuracy and integrity of data, and reporting of data to internal and external stakeholders. Tasks may include ensuring timely and accurate monthly, quarterly and annual reports as required; establishing, maintaining, and updating databases and records for recurring internal reports; recommending and implementing new operating methods to improve data flow, collection, editing, processing and distribution; and ensuring data integrity of high level data analysis. | **BA/BS degree** | **4 years** | **X** | **X** | **X** |  |
| Data Analyst - Junior | Performs tasks which may include obtaining data through advanced computerized models; extrapolating data patterns through advanced algorithms; developing simple graphs and charts to explain how the mathematical information will influence the specific project or business; and presenting to managers how to best alter their business models to generate profitable future trends. | **BA/BS degree** | **3 years** | **X** | **X** | **X** |  |
| Data Analyst - Senior | Performs tasks which may include obtaining data through advanced computerized models; extrapolating data patterns through advanced algorithms; developing simple graphs and charts to explain how the mathematical information will influence the specific project or business; and presenting to managers how to best alter their business models to generate profitable future trends. | **BA/BS degree** | **8 years** | **X** | **X** | **X** |  |
| Data Entry Operator II  \*WD 01052 | Performs tasks which may include checking data from completed forms or other documents for accuracy and completeness; entering data into a database; reviewing audit reports and resolving errors to ensure integrity of data; identifying problems with database management policies and procedures and providing input into their revision; providing direction or assistance to users of information regarding data requirements and status of paperwork; distributing reports; and sorting and filing paperwork. | **HS Diploma** | **2 years** | **X** | **X** | **X** |  |
| Data Modeler | Performs tasks which many include providing technical expertise for the production of detailed database designs and design documentation, including data models and data flow diagrams; evaluating and configuring database products to match user requirements with system capabilities; determining file organization, indexing methods, and security procedures for system databases; planning and coordinating conversion and migration of existing (or legacy) databases. | **BA/BS degree** | **4 years** | **X** | **X** | **X** |  |
| Editor | Performs tasks such as writing and editing materials, such as reports, regulations, articles, newsletters, magazines, news releases, training materials, brochures, interpretive handbooks, pamphlets, guidebooks, scholarly works, reference works, speeches, or scripts. Tasks may include writing, editing, or reviewing training materials for a course, user guidebook, briefing packages, workbooks, or study reports. | **BA/BS degree** | **4 years** | **X** | **X** | **X** | **X** |
| Executive Career Coach | Performs tasks which allow a partnership with executive clients in a thought-provoking and creative process that inspires them to maximize their professional potential. Tasks may include supporting clients through their career transition, expertly coaching clients on their job search strategy and providing them services including mock interviews, interview preparation, evaluation and salary negotiation coaching, information on networking best practices and other support as requested. | **Masters** | **9 years** |  | **X** |  | **X** |
| Facilitator | Performs tasks such as defining, refining, and resolving disputes, disagreements, and divergent views; leading or facilitating group briefings and discussions; enabling focused decision-making; recording discussion content; related facilitation support services, such as debriefing stakeholders, and preparing and providing draft and final reports relating to the facilitated issues. Tasks may include facilitating meetings or training classes raining from a day to a few weeks. | **BA/BS degree** | **6 years** | **X** | **X** |  | **X** |
| Graphic Artist  \*WD 15080 | Performs tasks such as planning, designing, and producing graphic exhibits, including artistic considerations using technical knowledge and skills, in both physical and electronic form. Tasks may include designing for a variety of products and activities, such as websites, advertising, books, posters, product packaging, exhibitions and displays, corporate communications and corporate identity (such as award programs, summits and meetings) that require the organizations visual brand. | **BA/BS degree** | **4 years** | **X** |  |  |  |
| Information Technology Specialist | Performs tasks related to leading, administering, developing, delivering, and supporting information technology (IT) systems and services, including data storage, information assurance, software applications, networking, and systems and services used in the automated acquisition, storage, manipulation, management, movement, control, display, switching, interchange, transmission, assurance, or reception of information. Tasks may include evaluating, recommending, designing, and developing IT solutions to compile, evaluate, analyze, control, secure, and disseminate timely, relevant, objective, and accurate data and information to VA and VA stakeholders, including, not limited to, web-based designs, data governance, operational systems, document storage, applications, models, and assessment of existing legacy systems. | **BA/BS degree** | **4 years** | **X** |  | **X** |  |
| Instructional System Designer - Junior | Performs tasks related to planning, coordination, and development components of instructional design based on the findings of occupational analysis; determining the learning objectives and task learning relationships, clustering learning events, organizing course content, and developing instruction design plans; and analyzing learning problems, selecting teaching strategies using appropriate models, and developing course plans using this information. Tasks may include identifying training needs, presenting recommendations, and delivering learning solutions to address performance gaps; leveraging instructional design and performance improvement processes to analyze, design, develop, implement, and evaluate instructional materials and performance improvement programs; working with key stakeholders and subject matter experts to design and develop training interventions that incorporate best practices in behavioral and cognitive sciences to effectively address business and performance objectives. | **BA/BS degree** | **3 years** |  |  |  | **X** |
| Instructional System Designer - Senior | Performs tasks related to planning, coordination, and development components of instructional design based on the findings of occupational analysis; determining the learning objectives and task learning relationships, clustering learning events, organizing course content, and developing instruction design plans; and analyzing learning problems, selecting teaching strategies using appropriate models, and developing course plans using this information. Tasks may include identifying training needs, presenting recommendations, and delivering learning solutions to address performance gaps; leveraging instructional design and performance improvement processes to analyze, design, develop, implement, and evaluate instructional materials and performance improvement programs; working with key stakeholders and subject matter experts to design and develop training interventions that incorporate best practices in behavioral and cognitive sciences to effectively address business and performance objectives. | **BA/BS degree** | **8 years** |  |  |  | **X** |
| Information Management Specialist | Performs tasks which support program, project and organizational work through the design and control of systems that input, delete, retrieve, manipulate, and correct information in databases or automated/electronic records. Tasks may include designing and producing reports via a wide variety of information management research tools, systems, and processes. | **BA/BS degree** | **4 years** | **X** |  |  |  |
| Lean Six Sigma Specialist | Performs tasks which require knowledge of Six Sigma philosophies and principles, including supporting systems and tools; an understanding of team dynamics and how to assign team member roles and responsibilities based on a thorough understanding of all aspects of the DMAIC model in accordance with Six Sigma principles; and Lean enterprise concepts, with the ability to identify non-value-added elements and activities using specific tools related to Lean and Six Sigma. Tasks may include employing quality management systems, tools, and techniques to help organizations transform, including, but not limited to Lean Six Sigma (LSS), ISO 9000/9001, and the Malcolm Baldrige Quality Award criteria. | **BA/BS degree** | **4 years** | **X** | **X** |  |  |
| Management Analyst | Performs tasks requiring delivery of analysis and advice for management regarding the evaluation of the effectiveness and efficiency of large scale programs and operations. Tasks may include conducting organization studies that specifically assess and analyze current organization states and management systems; performing gap analyses of differences between current and targeted states; documenting and delivering findings and recommendations; and conducting surveys, focus groups, and other accepted techniques for data collection in support of organization studies that specifically assess and analyze current organization states and management systems. | **BA/BS degree** | **4 years** | **X** | **X** | **X** |  |
| Policy Analyst - Junior | Performs tasks related to policy and regulation analysis and development related to a government agency. Tasks may include the analysis of specific issues, identification of alternatives, white paper development, development of policy review papers, development of policy directives and handbooks, and other analytical tasks focused on VA policy. Policy will be approved by Government employees. | **BA/BS degree** | **3 years** | **X** | **X** | **X** |  |
| Policy Analyst - Senior | Performs tasks related to policy and regulation analysis and development related to a government agency. Tasks may include the analysis of specific issues, identification of alternatives, white paper development, development of policy review papers, development of policy directives and handbooks, and other analytical tasks focused on VA policy. Policy will be approved by Government employees. | **BA/BS degree** | **8 years** | **X** | **X** | **X** |  |
| Program Analyst - Junior | Performs tasks requiring program planning, audits, and evaluations related to large scale programs. Tasks may include supporting program analysis, strategic planning, integrated master scheduling, event planning, Congressional Affairs, metrics, Financial Management Systems, and risk management. | **BA/BS degree** | **3 years** | **X** | **X** | **X** |  |
| Program Analyst - Senior | Performs tasks requiring program planning, audits, and evaluations related to large scale programs. Tasks may include supporting program analysis, strategic planning, integrated master scheduling, event planning, Congressional Affairs, metrics, Financial Management Systems, and risk management. | **BA/BS degree** | **8 years** | **X** | **X** | **X** |  |
| Program Manager | Performs tasks requiring management of a large-scale program, encompassing multiple projects, with a total lifecycle budget and complexity comparable to the task order at hand. Tasks may include planning, initiating, managing, executing, and closing out small and large scale programs in support of an agency’s mission. | **Masters** | **8 years** | **X** | **X** | **X** | **X** |
| Programmer - Junior | Performs tasks related to developing and modifying web-based applications, client-server applications and/or OS scripts for process automation, using skill and knowledge of application development in a Relational Database Management System or Structured Query Language (SQL); implementing and integrating commercial off-the-shelf (COTS) software into existing architecture; planning, documenting, coding, modifying, testing and implementing computer programs; documenting test conditions, creating test data, testing programs, and analyzing results; performing analysis of program and production problems; and using a Systems Development Methodology. Tasks may include analyzing and designing new or existing system enhancements; working closely with the user to define requirements; writing program specifications; researching the use of new technologies; working on multiple project requests; applying programming and analysis skills with a detailed knowledge of the application; coordinating system testing and assisting users with acceptance testing; assisting in the development and maintenance of data and process models; and assisting in the development of work plans and project organization. | **BA/BS degree** | **3 years** | **X** | **X** | **X** |  |
| Programmer - Senior | Performs tasks related to developing and modifying web-based applications, client-server applications and/or OS scripts for process automation, using skill and knowledge of application development in a Relational Database Management System or Structured Query Language (SQL); implementing and integrating commercial off-the-shelf (COTS) software into existing architecture; planning, documenting, coding, modifying, testing and implementing computer programs; documenting test conditions, creating test data, testing programs, and analyzing results; performing analysis of program and production problems; and using a Systems Development Methodology. Tasks may include analyzing and designing new or existing system enhancements; working closely with the user to define requirements; writing program specifications; researching the use of new technologies; working on multiple project requests; applying programming and analysis skills with a detailed knowledge of the application; coordinating system testing and assisting users with acceptance testing; assisting in the development and maintenance of data and process models; and assisting in the development of work plans and project organization. | **BA/BS degree** | **8 years** | **X** | **X** | **X** |  |
| Project Manager | Performs tasks requiring management of a small-scale project encompassing multiple tasks with a total lifecycle budget and complexity comparable to the task order at hand. Tasks may include formulating and defining system scope and objectives in accordance with the customer technical requirements; compiling and analyzing technical data; advising VA management and customers on complex system projects and activities; working closely with customers to define communication systems and equipment requirements; providing instruction on and performing and documenting quality assurance reviews. | **BA/BS degree** | **4 years** | **X** | **X** | **X** | **X** |
| Quality Management Specialist | Performs tasks related to promoting systems and techniques assuring the quality of products and services including the development of plans and programs for achieving and maintaining product and service quality throughout the product/service life cycle; monitoring operations to prevent the production of defects and to verify adherence to quality plans and requirements; and analysis and investigation of adverse quality trends or conditions and initiation of corrective action. Tasks may include employing quality management systems, tools, and techniques to help organizations transform, including, but not limited to ISO 9000/9001, and the Malcolm Baldrige Quality Award criteria. | **BA/BS degree** | **4 years** | **X** | **X** |  |  |
| Research Assistant | Performs tasks which support the relevant research of a project. Tasks may include conducting literature or other relevant research; supporting the development of project deliverables such as position papers, guides and cognitive interview materials; providing administrative research support; maintaining documents and records for assigned tasks; and utilizing external resources to supplement, organize, and contribute to tasks and deliverables. | **BA/BS degree** | **3 years** |  |  | **X** |  |
| Researcher | Performs tasks related to performing research, or other professional and scientific work, in one or more of the social sciences, including economics, psychology, social work, or in the administration of public welfare and insurance programs. Tasks may include developing and conducting experimental research design plans; translating data into actionable insight; and conducting site visits or phone interviews to support the research team. | **BA/BS degree** | **6 years** |  |  | **X** |  |
| Research Manager | Performs tasks related to planning, coordinating, and executing assigned research projects. Tasks may include tracking and reporting project progress; identifying areas of improvements and developing new methodologies; and presenting research findings to management in an understandable manner. | **BA/BS degree** | **8 years** |  |  | **X** |  |
| Statistician - Junior | Performs tasks related to applying statistical theories, techniques, and methods to gather, analyze, interpret, and/or report quantified information. Tasks may include performing valid and useful analyses of data sets in support of task areas using existing data or data to be collected. | **BA/BS degree** | **3 years** | **X** |  | **X** |  |
| Statistician - Senior | Performs tasks related to applying statistical theories, techniques, and methods to gather, analyze, interpret, and/or report quantified information. Tasks may include performing valid and useful analyses of data sets in support of task areas using existing data or data to be collected. | **BA/BS degree** | **8 years** | **X** |  | **X** |  |
| Strategic Planner | Performs tasks related to providing content and process expertise for providing advice for establishing and implementing a strategic direction. Tasks may include supporting strategic planning, including the development of strategic goals, objectives, strategies, performance measures, targets, improved programmatic outcomes, and linkages to programming, budgeting and evaluations; supporting strategic performance measure development, including improved linkage between VA-wide strategic goals and VA programmatic outcomes; and implementing the Government Performance and Results Act (GPRA) Modernization Act (GPRAMA). | **BA/BS degree** | **6 years** | **X** |  |  |  |
| Subject Matter Expert | Performs tasks requiring a recognized level of expertise in a specified subject area. | **Masters** | **10 years** | **X** | **X** | **X** | **X** |
| Training Analyst | Performs tasks related to the development and maintenance of all user documentation and training materials. Tasks may include developing and maintaining traditional and non-traditional user support materials, such as e-learning and job aids; providing training support, both in person and online, on an as-needed basis; conducting business process reviews with clients to understand current workflows; preparing gap analysis and requirements documentation; authoring software specifications for enhancements to a system; preparing training plans; and participating in go-live events. | **BA/BS degree** | **4 years** |  |  |  | **X** |
| Trainer - Junior | Performs tasks related to the planning, creating, and executing test administration, learning management, customized subject matter specific training and educational courses that are delivered via an instructor-led (i.e., traditional classroom setting or conference/seminar) or web-based (i.e., Internet/Intranet, software packages and computer applications) system. Tasks may include conducting evaluations; analyzing and identifying communication and skill requirements; translating needs into workshop and remedial training modules; developing and revising workbooks and class instructional materials associated with standard and customized workshops; performing training related administrative tasks; developing and maintaining training databases; conducting face-to-face and online training; attending and participating in meetings and committees; and making presentations as needed. | **BA/BS degree** | **3 years** |  |  |  | **X** |
| Trainer - Senior | Performs tasks related to the planning, creating, and executing test administration, learning management, customized subject matter specific training and educational courses that are delivered via an instructor-led (i.e., traditional classroom setting or conference/seminar) or web-based (i.e., Internet/Intranet, software packages and computer applications) system. Tasks may include conducting evaluations; analyzing and identifying communication and skill requirements; translating needs into workshop and remedial training modules; developing and revising workbooks and class instructional materials associated with standard and customized workshops; performing training related administrative tasks; developing and maintaining training databases; conducting face-to-face and online training; attending and participating in meetings and committees; and making presentations as needed. | **BA/BS degree** | **8 years** |  |  |  | **X** |
| Training Scheduler  \*WD 01113 | Performs tasks related to the scheduling of meetings, courses, and other events related to training forums, including classroom, individual and computer based. Tasks may include assuring the accuracy of an electronic class schedule, including web entry pages; developing and conducting training for users of the schedule entry process; providing subject matter expertise to all schedule entry system department users; developing curriculum and delivering initial and ongoing training for all data entry persons in the use of the class scheduling system; creating, maintaining and revising all scheduling related training and process documentation in the form of web pages on the VA system. | **HS Diploma** | **2 years** |  |  |  | **X** |
| Web Developer | Performs tasks requiring use of IT to advance the organization’s goals by creating websites for programs and projects. Tasks may include performing web development, computer programing and database integration; supporting data collection, statistical analysis and visualization of progress towards achieving objectives; articulating and assisting the customer with defining and refining product requirements; and supporting Data and Information Management tasks. | **BA/BS degree** | **4 years** | **X** | **X** | **X** |  |

**ATTACHMENT B. CONTRACT DISCREPANCY REPORT**

|  |  |  |
| --- | --- | --- |
| Contract/TO Number: | Contract/TO Section/Clause: | Date: |
| CO/COR Findings: | | |
| CO/COR (sign and date): | | |
| Contractor Response: | | |
| Contractor Project Manager (sign and date): | | |
| CO/COR Determination/Recommendation: | | |
| CO/COR (sign and date): | | |
| Contracting Officer Acknowledgement and Recommendation (sign and date): | | |

**ATTACHMENT C. VA INFORMATION AND INFORMATION SYSTEM SECURITY/PRIVACY REQUIREMENT**

1. GENERAL

Contractors, contractor personnel, subcontractors, and subcontractor personnel shall be subject to the same Federal laws, regulations, standards, and VA Directives and Handbooks as VA and VA personnel regarding information and information system security.

1. ACCESS to VA INFORMATION AND VA INFORMATION SYSTEMS
2. A contractor/subcontrator shall request logical (technical) or physical access to VA information and VA information systems for their employees, subcontractors, and affiliates only to the extent necessary to perform the services specified in the contract, agreement, or task order.
3. All contractors, subcontractors, and third-party servicers and associates working with VA information are subject to the same investigative requirements as those of VA appointees or employees who have access to the same types of information. The level and process of background security investigations for contractors must be in accordance with the latest version of the VA Directive and Handbook 0710, *Personnel Suitability and Security Program*. The Office for Operations, Security, and Preparedness is responsible for these policies and procedures.
4. Contract personnel who require access to national security programs must have a valid security clearance. National Industrial Security Program (NISP) was established by Executive Order 12829 to ensure that cleared U.S. defense industry contract personnel safeguard the classified information in their possession while performing work on contracts, programs, bids, or research and development efforts. The Department of Veterans Affairs does not have a Memorandum of Agreement with Defense Security Service (DSS). Verification of a Security Clearance must be processed through the Special Security Officer located in the Planning and National Security Service within the Office of Operations, Security, and Preparedness.
5. Custom software development and outsourced operations must be located in the U.S. to the maximum extent practical. If such services are proposed to be performed abroad and are not disallowed by other VA policy or mandates, the contractor/subcontractor must state where all non-U.S. services are provided and detail a security plan, deemed to be acceptable by VA, specifically to address mitigation of the resulting problems of communication, control, data protection, and so forth. Location within the U.S. may be an evaluation factor.
6. The contractor or subcontractor must notify the Contracting Officer immediately via email when an employee working on a VA system or with access to VA information is reassigned or leaves the contractor or subcontractor’s employ. The Contracting Officer must also be notified immediately by the contractor or subcontractor prior to an unfriendly termination.
7. VA INFORMATION CUSTODIAL Language
8. Information made available to the contractor or subcontractor by VA for the performance or administration of this contract or information developed by the contractor/subcontractor in performance or administration of the contract shall be used only for those purposes and shall not be used in any other way without the prior written agreement of the VA. This clause expressly limits the contractor/subcontractor's rights to use data as described in Rights in Data - General, FAR 52.227-14(d) (1).
9. VA information should not be co-mingled with any other data on the contractors/subcontractor’s information systems or media storage systems in order to ensure VA requirements related to data protection and media sanitization can be met. No co-comingling requires that VA data be stored on disk drives, tape cartridges, and/or storage media that are separate from those used for non-VA data. The contractor must ensure that VA’s information/disk drives/tape cartridges/storage media are returned to the VA or destroyed in accordance with VA’s sanitization requirements, as specified by the COR. VA reserves the right to conduct on-site inspections of contractor and subcontractor IT resources to ensure data security controls, separation of data and job duties, and destruction/media sanitization procedures are in compliance with VA directive requirements.
10. Prior to termination or completion of this contract, contractor/subcontractor must not destroy information received from VA, or gathered/created by the contractor in the course of performing this contract without prior written approval by the VA. When requested by the COR, any data destruction done on behalf of VA by a contractor/subcontractor must be done in accordance with National Archives and Records Administration (NARA) requirements as outlined in VA Directive 6300, *Records and Information Management* and its Handbook 6300.1 *Records Management Procedures*, applicable VA Records Control Schedules, and the latest version of VA Handbook 6500.1, *Electronic Media Sanitization*. If the COR directs the contractor/subcontractor to perform the data destruction, self-certification by the contractor/subcontractor that the data destruction requirements above have been met must be sent to the VA Contracting Officer within 30 days of termination of the contract.
11. The contractor/subcontractor must receive, gather, store, back up, maintain, use, disclose and dispose of VA information only in compliance with the terms of the contract and applicable Federal and VA information confidentiality and security laws, regulations and policies. If Federal or VA information confidentiality and security laws, regulations and policies become applicable to the VA information or information systems after execution of the contract, or if NIST issues or updates applicable FIPS or Special Publications (SP) after execution of this contract, the parties agree to negotiate in good faith to implement the information confidentiality and security laws, regulations and policies in this contract.
12. The contractor/subcontractor shall not make copies of VA information except as authorized and necessary to perform the terms of the agreement or to preserve electronic information stored on contractor/subcontractor electronic storage media for restoration in case any electronic equipment or data used by the contractor/subcontractor needs to be restored to an operating state. If copies are made for restoration purposes, after the restoration is complete, the copies must be appropriately destroyed.
13. If VA determines that the contractor has violated any of the information confidentiality, privacy, and security provisions of the contract, it shall be sufficient grounds for VA to withhold payment to the contractor or third party or terminate the contract for default or terminate for cause under Federal Acquisition Regulation (FAR) part 12.
14. If a VHA contract is terminated for cause, the associated BAA must also be terminated and appropriate actions taken in accordance with VHA Handbook 1600.01, *Business Associate Agreements*. Absent an agreement to use or disclose protected health information, there is no business associate relationship.
15. The contractor/subcontractor must store, transport, or transmit VA sensitive information in an encrypted form, using VA-approved encryption tools that are, at a minimum, FIPS 140-2 validated.
16. The contractor/subcontractor’s firewall and Web services security controls, if applicable, shall meet or exceed VA’s minimum requirements. VA Configuration Guidelines are available upon request.
17. Except for uses and disclosures of VA information authorized by this contract for performance of the contract, the contractor/subcontractor may use and disclose VA information only in two other situations: (i) in response to a qualifying order of a court of competent jurisdiction, or (ii) with VA’s prior written approval. The contractor/subcontractor must refer all requests for, demands for production of, or inquiries about, VA information and information systems to the VA contracting officer for response.
18. Notwithstanding the provision above, the contractor/subcontractor shall not release VA records protected by Title 38 U.S.C. 5705, confidentiality of medical quality assurance records and/or Title 38 U.S.C. 7332, confidentiality of certain health records pertaining to drug addiction, sickle cell anemia, alcoholism or alcohol abuse, or infection with human immunodeficiency virus. If the contractor/subcontractor is in receipt of a court order or other requests for the above mentioned information, that contractor/subcontractor shall immediately refer such court orders or other requests to the VA contracting officer for response. For service that involves the storage, generating, transmitting, or exchanging of VA sensitive information but does not require C&A or an MOU-ISA for system interconnection, the contractor/subcontractor must complete a Contractor Security Control Assessment (CSCA) on a yearly basis and provide it to the COR.
19. INFORMATION SYSTEM DESIGN AND DEVELOPMENT
20. Information systems that are designed or developed for or on behalf of VA at non-VA facilities shall comply with all VA directives developed in accordance with FISMA, HIPAA, NIST, and related VA security and privacy control requirements for Federal information systems. This includes standards for the protection of electronic PHI, outlined in 45 C.F.R. Part 164, Subpart C, information and system security categorization level designations in accordance with FIPS 199 and FIPS 200 with implementation of all baseline security controls commensurate with the FIPS 199 system security categorization (reference the latest version of Appendix D of VA Handbook 6500, *VA Information Security Program*). During the development cycle a Privacy Impact Assessment (PIA) must be completed, provided to the COR, and approved by the VA Privacy Service in accordance with Directive 6507, *VA Privacy Impact Assessment*.
21. The contractor/subcontractor shall certify to the COR that applications are fully functional and operate correctly as intended on systems using the VA Federal Desktop Core Configuration (FDCC), and the common security configuration guidelines provided by NIST or the VA. This includes Internet Explorer 7 configured to operate on Windows XP and Vista (in Protected Mode on Vista) and future versions, as required.
22. The standard installation, operation, maintenance, updating, and patching of software shall not alter the configuration settings from the VA approved and FDCC configuration. Information technology staff must also use the Windows Installer Service for installation to the default “program files” directory and silently install and uninstall.
23. Applications designed for normal end users shall run in the standard user context without elevated system administration privileges.
24. The security controls must be designed, developed, approved by VA, and implemented in accordance with the provisions of VA security system development life cycle as outlined in NIST Special Publication 800-37, *Guide for Applying the Risk Management Framework to Federal Information Systems*, the latest version of VA Handbook 6500, *Information Security Program* and the latest version of VA Handbook 6500.5, *Incorporating Security and Privacy in System Development Lifecycle*.
25. The contractor/subcontractor is required to design, develop, or operate a System of Records Notice (SOR) on individuals to accomplish an agency function subject to the Privacy Act of 1974, (as amended), Public Law 93-579, December 31, 1974 (5 U.S.C. 552a) and applicable agency regulations. Violation of the Privacy Act may involve the imposition of criminal and civil penalties.
26. The contractor/subcontractor 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:

(a) The Systems of Records (SOR); and

(b) The design, development, or operation work that the contractor/subcontractor 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 SOR on individuals that is subject to the Privacy Act; and

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

1. 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 SOR 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 SOR on individuals to accomplish an agency function. For purposes of the Act, when the contract is for the operation of a SOR on individuals to accomplish an agency function, the contractor/subcontractor is considered to be an employee of the agency.

(1) “Operation of a System of Records” means performance of any of the activities associated with maintaining the SOR, including the collection, use, maintenance, and dissemination of records.

(2) “Record” 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 contains the person’s name, or identifying number, symbol, or any other identifying particular assigned to the individual, such as a fingerprint or voiceprint, or a photograph.

(3) “System of Records” 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.

1. The vendor shall ensure the security of all procured or developed systems and technologies, including their subcomponents (hereinafter referred to as “Systems”), throughout the life of this contract and any extension, warranty, or maintenance periods. This includes, but is not limited to workarounds, patches, hotfixes, upgrades, and any physical components (hereafter referred to as Security Fixes) which may be necessary to fix all security vulnerabilities published or known to the vendor anywhere in the Systems, including Operating Systems and firmware. The vendor shall ensure that Security Fixes shall not negatively impact the Systems.
2. The vendor shall notify the COR and any other people the COR requests via email within 1 hour of the discovery or disclosure of successful exploits of the vulnerability which can compromise the security of the Systems (including the confidentiality or integrity of its data and operations, or the availability of the system). Such issues shall be remediated as quickly as is practical, but in no event longer than 1day, unless otherwise stated by the COR.
3. When the Security Fixes involve installing third party patches (such as Microsoft OS patches or Adobe Acrobat), the vendor will provide written notice to the VA that the patch has been validated as not affecting the Systems within 5 working days. When the vendor is responsible for operations or maintenance of the Systems, they shall apply the Security Fixes within 1 day after the Security Fix has been validated as not affecting the System.
4. All other vulnerabilities shall be remediated as specified in this paragraph in a timely manner based on risk, but within 60 days of discovery or disclosure. Exceptions to this paragraph (e.g. for the convenience of VA) shall only be granted with approval of the contracting officer and the VA Assistant Secretary for Office of Information and Technology.
5. INFORMATION SYSTEM HOSTING, OPERATION, MAINTENANCE, OR USE
6. For information systems that are hosted, operated, maintained, or used on behalf of VA at non-VA facilities, contractors/subcontractors are fully responsible and accountable for ensuring compliance with all HIPAA, Privacy Act, FISMA, NIST, FIPS, and VA security and privacy directives and handbooks. This includes conducting compliant risk assessments, routine vulnerablity scanning, system patching and change management procedures, and the completion of an acceptable contingency plan for each system. The contractor’s security control procedures must be equivalent, to those procedures used to secure VA systems. A Privacy Impact Assessment (PIA) must also be provided to the COR and approved by VA Privacy Service prior to operational approval. All external Internet connections to VA’s network involving VA information must be reviewed and approved by VA prior to implementation.  
   Adequate security controls for collecting, processing, transmitting, and storing of Personally Identifiable Information (PII), as determined by the VA Privacy Service, must be in place, tested, and approved by VA prior to hosting, operation, maintenance, or use of the information system, or systems by or on behalf of VA. These security controls are to be assessed and stated within the PIA and if these controls are determined not to be in place, or inadequate, a Plan of Action and Milestones (POA&M) must be submitted and approved prior to the collection of PII.
7. Outsourcing (contractor facility, contractor equipment or contractor staff) of systems or network operations, telecommunications services, or other managed services requires certification and accreditation (authorization) (C&A) of the contractor’s systems in accordance with the latest version of VA Handbook 6500.3, *Certification and Accreditation* and/or the VA OCS Certification Program Office. Government-owned (government facility or government equipment) contractor-operated systems, third party or business partner networks require memorandums of understanding and interconnection agreements (MOU-ISA) which detail what data types are shared, who has access, and the appropriate level of security controls for all systems connected to VA networks.

1. The contractor/subcontractor’s system must adhere to all FISMA, FIPS, and NIST standards related to the annual FISMA security controls assessment and review and update the PIA. Any deficiencies noted during this assessment must be provided to the VA contracting officer and the ISO for entry into VA’s POA&M management process. The contractor/subcontractor must use VA’s POA&M process to document planned remedial actions to address any deficiencies in information security policies, procedures, and practices, and the completion of those activities. Security deficiencies must be corrected within the timeframes approved by the government. Contractor/subcontractor procedures are subject to periodic, unannounced assessments by VA officials, including the VA Office of Inspector General. The physical security aspects associated with contractor/subcontractor activities must also be subject to such assessments. If major changes to the system occur that may affect the privacy or security of the data or the system, the C&A of the system may need to be reviewed, retested and re-authorized per the latest version of VA Handbook 6500.3. This may require reviewing and updating all of the documentation (PIA, System Security Plan, Contingency Plan). The Certification Program Office can provide guidance on whether a new C&A would be necessary.
2. The contractor/subcontractor must conduct an annual self-assessment on all systems and outsourced services as required. Both hard copy and electronic copies of the assessment must be provided to the COR. The government reserves the right to conduct such an assessment using government personnel or another contractor/subcontractor. The contractor/subcontractor must take appropriate and timely action to correct or mitigate any weaknesses discovered during such testing, at no additional cost.
3. VA prohibits the installation and use of personally-owned or contractor/subcontractor-owned equipment or software on VA’s network. If non-VA owned equipment must be used to fulfill the requirements of a contract, it must be stated in the service agreement, SOW or contract. All of the security controls required for government furnished equipment (GFE) must be utilized in approved other equipment (OE) and must be funded by the owner of the equipment. All remote systems must be equipped with, and use, a VA-approved antivirus (AV) software and a personal (host-based or enclave based) firewall that is configured with a VA-approved configuration. Software must be kept current, including all critical updates and patches. Owners of approved OE are responsible for providing and maintaining the anti-viral software and the firewall on the non-VA owned OE.
4. All electronic storage media used on non-VA leased or non-VA owned IT equipment that is used to store, process, or access VA information must be handled in adherence with the latest version of VA Handbook 6500.1, *Electronic Media Sanitization* upon: (i) completion or termination of the contract or (ii) disposal or return of the IT equipment by the contractor/subcontractor or any person acting on behalf of the contractor/subcontractor, whichever is earlier. Media (hard drives, optical disks, CDs, back-up tapes, etc.) used by the contractors/subcontractors that contain VA information must be returned to the VA for sanitization or destruction or the contractor/subcontractor must self-certify that the media has been disposed of per 6500.1 requirements. This must be completed within 30 days of termination of the contract.
5. SECURITY INCIDENT INVESTIGATION
6. The term “security incident” means an event that has, or could have, resulted in unauthorized access to, loss or damage to VA assets, or sensitive information, or an action that breaches VA security procedures. The contractor/subcontractor shall immediately notify via email the COR and simultaneously, the designated ISO and Privacy Officer for the contract of any known or suspected security/privacy incidents, or any unauthorized disclosure of sensitive information, including that contained in system(s) to which the contractor/subcontractor has access.
7. To the extent known by the contractor/subcontractor, the contractor/subcontractor’s notice to VA shall identify the information involved, the circumstances surrounding the incident (including to whom, how, when, and where the VA information or assets were placed at risk or compromised), and any other information that the contractor/subcontractor considers relevant.
8. With respect to unsecured protected health information, the business associate is deemed to have discovered a data breach when the business associate knew or should have known of a breach of such information. Upon discovery, the business associate must notify the covered entity of the breach. Notifications need to be made in accordance with the executed business associate agreement.
9. In instances of theft or break-in or other criminal activity, the contractor/subcontractor must concurrently report the incident to the appropriate law enforcement entity (or entities) of jurisdiction, including the VA OIG and Security and Law Enforcement. The contractor, its employees, and its subcontractors and their employees shall cooperate with VA and any law enforcement authority responsible for the investigation and prosecution of any possible criminal law violation(s) associated with any incident. The contractor/subcontractor shall cooperate with VA in any civil litigation to recover VA information, obtain monetary or other compensation from a third party for damages arising from any incident, or obtain injunctive relief against any third party arising from, or related to, the incident.
10. LIQUIDATED DAMAGES FOR DATA BREACH
11. Consistent with the requirements of 38 U.S.C. §5725, a contract may require access to sensitive personal information. If so, the contractor is liable to VA for liquidated damages in the event of a data breach or privacy incident involving any SPI the contractor/subcontractor processes or maintains under this contract.
12. The contractor/subcontractor shall provide notice to VA of a “security incident” as set forth in the Security Incident Investigation section above. Upon such notification, VA must secure from a non-Department entity or the VA Office of Inspector General an independent risk analysis of the data breach to determine the level of risk associated with the data breach for the potential misuse of any sensitive personal information involved in the data breach. The term 'data breach' means the loss, theft, or other unauthorized access, or any access other than that incidental to the scope of employment, to data containing sensitive personal information, in electronic or printed form, that results in the potential compromise of the confidentiality or integrity of the data. Contractor shall fully cooperate with the entity performing the risk analysis. Failure to cooperate may be deemed a material breach and grounds for contract termination.
13. Each risk analysis shall address all relevant information concerning the data breach, including the following:
14. Nature of the event (loss, theft, unauthorized access);
15. Description of the event, including:

(a) date of occurrence;

(b) data elements involved, including any PII, such as full name, social security number, date of birth, home address, account number, disability code;

(3) Number of individuals affected or potentially affected;

(4) Names of individuals or groups affected or potentially affected;

(5) Ease of logical data access to the lost, stolen or improperly accessed data in light of the degree of protection for the data, e.g., unencrypted, plain text;

(6) Amount of time the data has been out of VA control;

(7) The likelihood that the sensitive personal information will or has been compromised (made accessible to and usable by unauthorized persons);

(8) Known misuses of data containing sensitive personal information, if any;

(9) Assessment of the potential harm to the affected individuals;

(10) Data breach analysis as outlined in the latest version of 6500.2 Handbook, *Management of Security and Privacy Incidents*, as appropriate; and

(11) Whether credit protection services may assist record subjects in avoiding or mitigating the results of identity theft based on the sensitive personal information that may have been compromised.

1. Based on the determinations of the independent risk analysis, the contractor shall be responsible for paying to the VA liquidated damages in the amount of $37.50per affected individual to cover the cost of providing credit protection services to affected individuals consisting of the following:

(1) Notification;

(2) One year of credit monitoring services consisting of automatic daily monitoring of at least 3 relevant credit bureau reports;

(3) Data breach analysis;

(4) Fraud resolution services, including writing dispute letters, initiating fraud alerts and credit freezes, to assist affected individuals to bring matters to resolution;

(5) One year of identity theft insurance with $20,000.00 coverage at $0 deductible; and

(6) Necessary legal expenses the subjects may incur to repair falsified or damaged credit records, histories, or financial affairs.

1. SECURITY CONTROLS COMPLIANCE TESTING

On a periodic basis, VA, including the Office of Inspector General, reserves the right to evaluate any or all of the security controls and privacy practices implemented by the contractor under the clauses contained within the contract. With 10 working-days’ notice, at the request of the government, the contractor must fully cooperate and assist in a government-sponsored security controls assessment at each location wherein VA information is processed or stored, or information systems are developed, operated, maintained, or used on behalf of VA, including those initiated by the Office of Inspector General. The government may conduct a security control assessment on shorter notice (to include unannounced assessments) as determined by VA in the event of a security incident or at any other time.

1. TRAINING
2. All contractor employees and subcontractor employees requiring access to VA information and VA information systems shall complete the following before being granted access to VA information and its systems:
3. Sign and acknowledge (either manually or electronically) understanding of and responsibilities for compliance with the *Contractor Rules of Behavior*, Appendix E relating to access to VA information and information systems;
4. Successfully complete the *VA Privacy and Information Security Awareness and Rules of Behavior* training and annually complete required security training;
5. Successfully complete the appropriate VA privacy training and annually complete required privacy training; and
6. Successfully complete any additional cyber security or privacy training, as required for VA personnel with equivalent information system access*. This training will be specified by the COR.*
7. The contractor shall provide to the contracting officer and/or the COR a copy of the training certificates and certification of signing the Contractor Rules of Behavior for each applicable employee within 1 week of the initiation of the contract and annually thereafter, as required.
8. Failure to complete the mandatory annual training and sign the Rules of Behavior annually, within the timeframe required, is grounds for suspension or termination of all physical or electronic access privileges and removal from work on the contract until such time as the training and documents are complete.

**ATTACHMENT D. VA CONTRACTOR BACKGROUND INVESTIGATION REQUEST WORKSHEET**

The following applicant is a Contract employee.

***Please complete the following fields on all applicants who have access to VA facilities, systems or privacy data:***

Station where applicant will work:

Station Name – City: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ State: \_\_\_\_\_ Station #: \_\_\_\_\_\_\_\_\_\_

Station to be billed for clearance:

Station Name – City:**Washington State: DC Station #: 101**

***Please complete the following fields on each Contract Employee:***

Applicant Name:

Last: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ First: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Middle: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

SSN: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ DOB: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Email: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Place of Birth: City: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ State: \_\_\_\_\_ Country: \_\_\_\_\_\_\_

Contractor Occupation: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Do you have a clearance pending or completed with OPM? Yes: No:**

If yes, what level? \_\_\_\_\_\_\_\_\_

Are you asking for a low risk clearance on a foreign national? Yes: No:

Type of Investigation requested:

BI (High Risk): MBI (Moderate Risk): NACI (Low Risk):

Is this a security upgrade to the contract you are currently working? Yes: No:

VA COR: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ VA COR Phone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

VA COR Email: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Complete Address: **810 Vermont Avenue, NW**

City/State: **Washington, DC** Zip Code: **20420**

Prime Contracting Company Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Prime Contracting Company POC: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

POC Phone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ POC Email: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Complete Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

City/State: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Zip Code: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Contract Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Call/Contract #: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Obligation #: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

If you are a Sub, what is your Company Name? \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**ATTACHMENT E. NON-DISCLOSURE AGREEMENT**

CERTIFICATE FOR PERSONNEL PARTICIPATING IN AN ACQUISITION CONCERNING NON-DISCLOSURE AND DISCLOSURE OF CONFLICTS OF INTEREST

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Organization: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**PART A – NON-DISCLOSURE AGREEMENT**

1. I acknowledge that I have been selected to participate in the acquisition identified above. In the course of participating in this acquisition, I may be or have been given access to or entrusted with Source Selection Information (as defined in Federal Acquisition Regulation (FAR) 3.104), other sensitive Government data such as data identified as "Business Sensitive," and/or data belonging to or marked or considered as "proprietary" (e.g., restrictive legend per FAR 52.215-1) that I cannot release to others nor can I use for the financial benefit of others or myself.

Data includes all data, information and software, regardless of the medium (e.g. electronic or paper) and/or format in which the data exists, and includes data which is derived from, based on, incorporates, includes or refers to such Source Selection, Business Sensitive and/or proprietary data (collectively referred to herein as "the data"). Any data which is derived from, based on, incorporates, includes or refers to data shall be treated as Source Selection, Business Sensitive or proprietary data and shall be subject to the terms of this Non-Disclosure Agreement.

1. I understand that the release of proprietary and source selection information is governed by 41 U.S.C. § 423, and provisions FAR 3.104. I certify that I will not disclose any contractor bid, solicitation, proprietary, or source selection information directly or indirectly to any person other than a person authorized by the head of agency or the contracting officer to receive such information. I understand that unauthorized disclosure of such information may subject me to substantial administrative, civil and criminal penalties, including fines, imprisonment, and loss of employment under the Procurement Integrity Law or other applicable laws and regulations.
2. I certify that I will not discuss evaluation of source selection matters with any unauthorized individuals (including Government personnel), even after contract award, without specific prior approval from proper authority.
3. These restrictions are consistent with, and do not supersede, conflict with, or otherwise alter the employee obligations, rights, or liabilities created by:

* Executive Order No. 12958;
* The Privacy Act (5 U.S.C. § 552a);
* The Trade Secrets Act (18 U.S.C. § 1905);
* Section 7211 of title 5, United States Code (governing disclosures to Congress);
* Section 1034 of title 10, United States Code, as amended by the Military Whistleblower Protection Act (governing disclosure to Congress by members of the military);
* Section 2302(b)(8) of title 5, United States Code, as amended by the Whistleblower Protection Action (governing disclosures of illegality, waste, fraud, abuse or public health or safety threats);
* The Intelligence Identities Protection Act of 1982 (50 U.S.C. § 421 *et seq*.) (governing disclosures that could expose confidential Government agents); and
* The statutes which protect against disclosure that may compromise the national security, including sections 641, 793, 794, 798, and 952 of title 18, United States Code, and section 4(b) of the Subversive Activities Act of 1950 (50 U.S.C. § 783(b)).

The definitions, requirements, obligations, rights, sanctions, and liabilities created by said Executive order and listed statutes are incorporated into this agreement and are controlling. In addition, these restrictions do not bar disclosures to Congress or to an authorized official of an executive agency or the Department of Justice that are essential to reporting a potential violation of law.

**PART B – ACKNOWLEDGEMENT OF CONFLICT OF INTEREST**

1. I understand and will abide by Criminal Conflict of Interest law at title, 18 United States Code, Chapter 11, and the Standards of Conduct for Executive Branch Employees at 5 C.F.R. Part 2635. Consistent with the criminal conflict of interest law, I will: 1) notify the Contracting Officer if any potential conflict subsequently arises because I or my spouse, dependent child, partner, or any organization which I am serving as an officer, director, trustee, general partner, or employee, or any person or organization with whom I am negotiating or have an arrangement concerning prospective employment, has a financial interest in this acquisition and; 2) recuse myself from further participation in the acquisition unless and until I am advised that it is permissible to do so.
2. Consistent with the Standards of Conduct I will: 1) notify the Contracting Officer if any potential appearance of a conflict of interest arises because a person with whom I have a “covered relationship” is or represents a party to this acquisition and; 2) recuse myself from further participation in the acquisition unless and until I am advised that it is permissible to do so. Understand that I have a “covered relationship” with all those persons covered by the criminal conflict of interest law as well as: a member of my household; any relatives with whom I have a close personal relationship; any person with whom I have or seek a business, contractual or other financial relationship other than a routine consumer transaction; any personal for whom my spouse, parent or dependent child is, or is seeking to serve, as an officer, director, trustee, employee, general partner, agent, attorney, consultant contractor, or employee; any person for whom I have served in the last year as an officer, director, trustee, general partner, agent, attorney, consultant, contractor, or employee; or organization in which I am an active participant.
3. I understand that my obligations under this certification are of a continuing nature. If at any time during the source selection process, I receive a contact from a competing contractor concerning employment or other business opportunity, the offer of a gift from a competing contractor, or I encounter circumstances where my participation might result in a real, apparent, or potential conflict of interest, I will immediately seek the advice of an Ethics Counselor and report the circumstances to the Contracting Officer.

I agree to immediately notify the Contracting Officer in writing, in the event that I determine or have a reason to suspect a breach of this agreement, its’ requirements, or similar agreements with others.

I understand that making a false, fictitious, or fraudulent certification may subject me to prosecution under Title 18, United States Code, and Section 1001.

Printed Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**SECTION C - CONTRACT CLAUSES**

**C.1 NOTICE OF HYBRID CONTRACT**

This is an Indefinite Delivery Indefinite Quantity (IDIQ) contract that will result in Firm-Fixed Price and Labor-Hour type task orders.

**C.2 FAR 52.212-4 CONTRACT TERMS AND CONDITIONS—COMMERCIAL ITEMS (SEP 2013) ALTERNATE I (AUG 2012)**

(a) *Inspection/Acceptance.*

(1) The Government has the right to inspect and test all materials furnished and services performed under this contract, to the extent practicable at all places and times, including the period of performance, and in any event before acceptance. The Government may also inspect the plant or plants of the Contractor or any subcontractor engaged in contract performance. The Government will perform inspections and tests in a manner that will not unduly delay the work.

(2) If the Government performs inspection or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish and shall require subcontractors to furnish all reasonable facilities and assistance for the safe and convenient performance of these duties.

(3) Unless otherwise specified in the contract, the Government will accept or reject services and materials at the place of delivery as promptly as practicable after delivery, and they will be presumed accepted 60 days after the date of delivery, unless accepted earlier.

(4) At any time during contract performance, but not later than 6 months (or such other time as may be specified in the contract) after acceptance of the services or materials last delivered under this contract, the Government may require the Contractor to replace or correct services or materials that at time of delivery failed to meet contract requirements. Except as otherwise specified in paragraph (a)(6) of this clause, the cost of replacement or correction shall be determined under paragraph (i) of this clause, but the "hourly rate" for labor hours incurred in the replacement or correction shall be reduced to exclude that portion of the rate attributable to profit. Unless otherwise specified below, the portion of the "hourly rate" attributable to profit shall be 10 percent. The Contractor shall not tender for acceptance materials and services required to be replaced or corrected without disclosing the former requirement for replacement or correction, and, when required, shall disclose the corrective action taken. [Insert portion of labor rate attributable to profit.]

(5)(i) If the Contractor fails to proceed with reasonable promptness to perform required replacement or correction, and if the replacement or correction can be performed within the ceiling price (or the ceiling price as increased by the Government), the Government may—

(A) By contract or otherwise, perform the replacement or correction, charge to the Contractor any increased cost, or deduct such increased cost from any amounts paid or due under this contract; or

(B) Terminate this contract for cause.

(ii) Failure to agree to the amount of increased cost to be charged to the Contractor shall be a dispute under the Disputes clause of the contract.

(6) Notwithstanding paragraphs (a)(4) and (5) above, the Government may at any time require the Contractor to remedy by correction or replacement, without cost to the Government, any failure by the Contractor to comply with the requirements of this contract, if the failure is due to—

(i) Fraud, lack of good faith, or willful misconduct on the part of the Contractor's managerial personnel; or

(ii) The conduct of one or more of the Contractor's employees selected or retained by the Contractor after any of the Contractor's managerial personnel has reasonable grounds to believe that the employee is habitually careless or unqualified.

(7) This clause applies in the same manner and to the same extent to corrected or replacement materials or services as to materials and services originally delivered under this contract.

(8) The Contractor has no obligation or liability under this contract to correct or replace materials and services that at time of delivery do not meet contract requirements, except as provided in this clause or as may be otherwise specified in the contract.

(9) Unless otherwise specified in the contract, the Contractor's obligation to correct or replace Government-furnished property shall be governed by the clause pertaining to Government property.

(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.*

(1) The clause at FAR 52.202-1, Definitions, is incorporated herein by reference. As used in this clause—

(i) *Direct materials* means those materials that enter directly into the end product, or that are used or consumed directly in connection with the furnishing of the end product or service.

(ii) *Hourly rate* means the rate(s) prescribed in the contract for payment for labor that meets the labor category qualifications of a labor category specified in the contract that are—

(A) Performed by the contractor;

(B) Performed by the subcontractors; or

(C) Transferred between divisions, subsidiaries, or affiliates of the contractor under a common control.

(iii) *Materials* means—

(A) Direct materials, including supplies transferred between divisions, subsidiaries, or affiliates of the contractor under a common control;

(B) Subcontracts for supplies and incidental services for which there is not a labor category specified in the contract;

(C) Other direct costs (e.g., incidental services for which there is not a labor category specified in the contract, travel, computer usage charges, etc.);

(D) The following subcontracts for services which are specifically excluded from the hourly rate: [Insert any subcontracts for services to be excluded from the hourly rates prescribed in the schedule.]; and

(E) Indirect costs specifically provided for in this clause.

(iv) *Subcontract* means any contract, as defined in FAR Subpart 2.1, entered into with a subcontractor to furnish supplies or services for performance of the prime contract or a subcontract including transfers between divisions, subsidiaries, or affiliates of a contractor or subcontractor. It includes, but is not limited to, purchase orders, and changes and modifications to purchase orders.

(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.

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

(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 notify in event of defective invoice; and

(ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

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

(A) The Contractor shall include EFT banking information on the invoice 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—System for Award Management, or 52.232-34, Payment by Electronic Funds Transfer—Other Than System for Award Management), 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 part 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) *Payments.*

(1) *Work performed.* The Government will pay the Contractor as follows upon the submission of commercial invoices approved by the Contracting Officer:

(i) *Hourly rate.*

(A) The amounts shall be computed by multiplying the appropriate hourly rates prescribed in the contract by the number of direct labor hours performed. Fractional parts of an hour shall be payable on a prorated basis.

(B) The rates shall be paid for all labor performed on the contract that meets the labor qualifications specified in the contract. Labor hours incurred to perform tasks for which labor qualifications were specified in the contract will not be paid to the extent the work is performed by individuals that do not meet the qualifications specified in the contract, unless specifically authorized by the Contracting Officer.

(C) Invoices may be submitted once each month (or at more frequent intervals, if approved by the Contracting Officer) to the Contracting Officer or the authorized representative.

(D) When requested by the Contracting Officer or the authorized representative, the Contractor shall substantiate invoices (including any subcontractor hours reimbursed at the hourly rate in the schedule) by evidence of actual payment, individual daily job timecards, records that verify the employees meet the qualifications for the labor categories specified in the contract, or other substantiation specified in the contract.

(E) Unless the Schedule prescribes otherwise, the hourly rates in the Schedule shall not be varied by virtue of the Contractor having performed work on an overtime basis.

(1) If no overtime rates are provided in the Schedule and the Contracting Officer approves overtime work in advance, overtime rates shall be negotiated.

(2) Failure to agree upon these overtime rates shall be treated as a dispute under the Disputes clause of this contract.

(3) If the Schedule provides rates for overtime, the premium portion of those rates will be reimbursable only to the extent the overtime is approved by the Contracting Officer.

(ii) *Materials.*

(A) If the Contractor furnishes materials that meet the definition of a commercial item at 2.101, the price to be paid for such materials shall not exceed the Contractor’s established catalog or market price, adjusted to reflect the—

(1) Quantities being acquired; and

(2) Any modifications necessary because of contract requirements.

(B) Except as provided for in paragraph (i)(1)(ii)(A) and (D)(2) of this clause, the Government will reimburse the Contractor the actual cost of materials (less any rebates, refunds, or discounts received by the contractor that are identifiable to the contract) provided the Contractor—

(1) Has made payments for materials in accordance with the terms and conditions of the agreement or invoice; or

(2) Makes these payments within 30 days of the submission of the Contractor's payment request to the Government and such payment is in accordance with the terms and conditions of the agreement or invoice.

(C) To the extent able, the Contractor shall—

(1) Obtain materials at the most advantageous prices available with due regard to securing prompt delivery of satisfactory materials; and

(2) Give credit to the Government for cash and trade discounts, rebates, scrap, commissions, and other amounts that are identifiable to the contract.

(D) *Other Costs.* Unless listed below, other direct and indirect costs will not be reimbursed.

(1) *Other Direct Costs*. The Government will reimburse the Contractor on the basis of actual cost for the following, provided such costs comply with the requirements in paragraph (i)(1)(ii)(B) of this clause:

None, unless specified at the task order level.

(2) *Indirect Costs (Material Handling, Subcontract Administration, etc.).* The Government will reimburse the Contractor for indirect costs on a pro-rata basis over the period of contract performance at the following fixed price:

N/A

(2) *Total cost.* It is estimated that the total cost to the Government for the performance of this contract shall not exceed the ceiling price set forth in the Schedule and the Contractor agrees to use its best efforts to perform the work specified in the Schedule and all obligations under this contract within such ceiling price. If at any time the Contractor has reason to believe that the hourly rate payments and material costs that will accrue in performing this contract in the next succeeding 30 days, if added to all other payments and costs previously accrued, will exceed 85 percent of the ceiling price in the Schedule, the Contractor shall notify the Contracting Officer giving a revised estimate of the total price to the Government for performing this contract with supporting reasons and documentation. If at any time during the performance of this contract, the Contractor has reason to believe that the total price to the Government for performing this contract will be substantially greater or less than the then stated ceiling price, the Contractor shall so notify the Contracting Officer, giving a revised estimate of the total price for performing this contract, with supporting reasons and documentation. If at any time during performance of this contract, the Government has reason to believe that the work to be required in performing this contract will be substantially greater or less than the stated ceiling price, the Contracting Officer will so advise the Contractor, giving the then revised estimate of the total amount of effort to be required under the contract.

(3) *Ceiling price.* The Government will not be obligated to pay the Contractor any amount in excess of the ceiling price in the Schedule, and the Contractor shall not be obligated to continue performance if to do so would exceed the ceiling price set forth in the Schedule, unless and until the Contracting Officer notifies the Contractor in writing that the ceiling price has been increased and specifies in the notice a revised ceiling that shall constitute the ceiling price for performance under this contract. When and to the extent that the ceiling price set forth in the Schedule has been increased, any hours expended and material costs incurred by the Contractor in excess of the ceiling price before the increase shall be allowable to the same extent as if the hours expended and material costs had been incurred after the increase in the ceiling price.

(4) *Access to records.* At any time before final payment under this contract, the Contracting Officer (or authorized representative) will have access to the following (access shall be limited to the listing below unless otherwise agreed to by the Contractor and the Contracting Officer):

(i) Records that verify that the employees whose time has been included in any invoice meet the qualifications for the labor categories specified in the contract;

(ii) For labor hours (including any subcontractor hours reimbursed at the hourly rate in the schedule), when timecards are required as substantiation for payment—

(A) The original timecards (paper-based or electronic);

(B) The Contractor's timekeeping procedures;

(C) Contractor records that show the distribution of labor between jobs or contracts; and

(D) Employees whose time has been included in any invoice for the purpose of verifying that these employees have worked the hours shown on the invoices.

(iii) For material and subcontract costs that are reimbursed on the basis of actual cost—

(A) Any invoices or subcontract agreements substantiating material costs; and

(B) Any documents supporting payment of those invoices.

(5) *Overpayments/Underpayments.* Each payment previously made shall be subject to reduction to the extent of amounts, on preceding invoices, that are found by the Contracting Officer not to have been properly payable and shall also be subject to reduction for overpayments or to increase for underpayments. The Contractor shall promptly pay any such reduction within 30 days unless the parties agree otherwise. The Government within 30 days will pay any such increases, unless the parties agree otherwise. The Contractor's payment will be made by check. If the Contractor becomes aware of a duplicate invoice payment or that the Government has otherwise overpaid on an invoice payment, the Contractor shall—

(i) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the—

(A) Circumstances of the overpayment (e.g., duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);

(B) Affected contract number and delivery order number, if applicable;

(C) Affected contract line item or subline item, if applicable; and

(D) Contractor point of contact.

(ii) Provide a copy of the remittance and supporting documentation to the Contracting Officer.

(6)(i) All amounts that become payable by the Contractor to the Government under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury, as provided in section 611 of the Contract Disputes Act of 1978 (Public Law 95-563), which is applicable to the period in which the amount becomes due, and then at the rate applicable for each six month period as established by the Secretary until the amount is paid.

(ii) The Government may issue a demand for payment to the Contractor upon finding a debt is due under the contract.

(iii) *Final Decisions.* The Contracting Officer will issue a final decision as required by 33.211 if—

(A) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt in a timely manner;

(B) The Contractor fails to liquidate a debt previously demanded by the Contracting Officer within the timeline specified in the demand for payment unless the amounts were not repaid because the Contractor has requested an installment payment agreement; or

(C) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer (see FAR 32.607-2).

(iv) If a demand for payment was previously issued for the debt, the demand for payment included in the final decision shall identify the same due date as the original demand for payment.

(v) Amounts shall be due at the earliest of the following dates:

(A) The date fixed under this contract.

(B) The date of the first written demand for payment, including any demand for payment resulting from a default termination.

(vi) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on—

(A) The date on which the designated office receives payment from the Contractor;

(B) The date of issuance of a Government check to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or

(C) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.

(vii) The interest charge made under this clause may be reduced under the procedures prescribed in 32.608-2 of the Federal Acquisition Regulation in effect on the date of this contract.

(viii) Upon receipt and approval of the invoice designated by the Contractor as the "completion invoice" and supporting documentation, and upon compliance by the Contractor with all terms of this contract, any outstanding balances will be paid within 30 days unless the parties agree otherwise. The completion invoice, and supporting documentation, shall be submitted by the Contractor as promptly as practicable following completion of the work under this contract, but in no event later than 1 year (or such longer period as the Contracting Officer may approve in writing) from the date of completion.

(7) *Release of claims.* The Contractor, and each assignee under an assignment entered into under this contract and in effect at the time of final payment under this contract, shall execute and deliver, at the time of and as a condition precedent to final payment under this contract, a release discharging the Government, its officers, agents, and employees of and from all liabilities, obligations, and claims arising out of or under this contract, subject only to the following exceptions.

(i) Specified claims in stated amounts, or in estimated amounts if the amounts are not susceptible to exact statement by the Contractor.

(ii) Claims, together with reasonable incidental expenses, based upon the liabilities of the Contractor to third parties arising out of performing this contract, that are not known to the Contractor on the date of the execution of the release, and of which the Contractor gives notice in writing to the Contracting Officer not more than 6 years after the date of the release or the date of any notice to the Contractor that the Government is prepared to make final payment, whichever is earlier.

(iii) Claims for reimbursement of costs (other than expenses of the Contractor by reason of its indemnification of the Government against patent liability), including reasonable incidental expenses, incurred by the Contractor under the terms of this contract relating to patents.

(8) *Prompt payment.* The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR part 1315.

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

(10) *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 that appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

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

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

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

(l) *Termination for the Government's convenience.* The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid an amount for direct labor hours (as defined in the Schedule of the contract) determined by multiplying the number of direct labor hours expended before the effective date of termination by the hourly rate(s) in the contract, less any hourly rate payments already made to the Contractor plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system that 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 that 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 written request, with adequate assurances of future performance. Subject to the terms of this contract, the Contractor shall be paid an amount computed under paragraph (i) Payments of this clause, but the ‘‘hourly rate’’ for labor hours expended in furnishing work not delivered to or accepted by the Government shall be reduced to exclude that portion of the rate attributable to profit. Unless otherwise specified in paragraph (a)(4) of this clause, the portion of the ‘‘hourly rate” attributable to profit shall be 10 percent. In the event of termination for cause, 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. 3701, et seq., Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-58, Anti-Kickback Act of 1986; 41 U.S.C. 4712 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. 423 relating to procurement integrity.

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

(1) The schedule of supplies/services.

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

(3) The clause at 52.212-5.

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

(5) Solicitation provisions if this is a solicitation.

(6) Other paragraphs of this clause.

(7) The Standard Form 1449.

(8) Other documents, exhibits, and attachments

(9) The specification.

(t) *System for Award Management (SAM)*.

(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 SAM database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the SAM 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 SAM database to ensure it is current, accurate and complete. Updating information in the SAM 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 SAM 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 SAM 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 SAM 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 SAM database. Information provided to the Contractor's SAM 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 SAM accessed through [https://www.acquisition.gov](https://www.acquisition.gov/).

(u) *Unauthorized Obligations*.

(1) Except as stated in paragraph (u)(2) of this clause, when any supply or service acquired under this contract is subject to any End User License Agreement (EULA), Terms of Service (TOS), or similar legal instrument or agreement, that includes any clause requiring the Government to indemnify the Contractor or any person or entity for damages, costs, fees, or any other loss or liability that would create an Anti-Deficiency Act violation (31 U.S.C. 1341), the following shall govern:

(i) Any such clause is unenforceable against the Government.

(ii) Neither the Government nor any Government authorized end user shall be deemed to have agreed to such clause by virtue of it appearing in the EULA, TOS, or similar legal instrument or agreement. If the EULA, TOS, or similar legal instrument or agreement is invoked through an “I agree” click box or other comparable mechanism (e.g., “click-wrap” or “browse-wrap” agreements), execution does not bind the Government or any Government authorized end user to such clause.

(iii) Any such clause is deemed to be stricken from the EULA, TOS, or similar legal instrument or agreement.

(2) Paragraph (u)(1) of this clause does not apply to indemnification by the Government that is expressly authorized by statute and specifically authorized under applicable agency regulations and procedures.

(End of Clause)

ADDENDUM to FAR 52.212-4 CONTRACT TERMS AND CONDITIONS—COMMERCIAL ITEMS

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

The following clauses are incorporated into 52.212-4 as an addendum to this contract:

**C.3 FAR 52.216-18 ORDERING (OCT 1995)**

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from the effective date of the contract through the end of the effective period.

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

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

(End of Clause)

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

(a) *Minimum order.* When the Government requires supplies or services covered by this contract in an amount of less than $3,000.00, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

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

(1) Any order for a single item in excess of $25,000,000.00;

(2) Any order for a combination of items in excess of $25,000,000.00; or

(3) A series of orders from the same ordering office within 30 days that together call for quantities exceeding the limitation in paragraph (b)(1) or (2) of this section.

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

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 3 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of Clause)

**C.5 FAR 52.216-22 INDEFINITE QUANTITY (OCT 1995)**

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; *provided*, that the Contractor shall not be required to make any deliveries under this contract after one year from date of base contract expiration.

(End of Clause)

**C.6 FAR 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)**

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 30 days.

(End of Clause)

**C.7 FAR 52.228-5 INSURANCE - WORK ON A GOVERNMENT INSTALLATION (JAN 1997)**

(a) The Contractor shall, at its own expense, provide and maintain during the entire performance of this contract, at least the kinds and minimum amounts of insurance required in the Schedule or elsewhere in the contract.

(b) Before commencing work under this contract, the Contractor shall notify the Contracting Officer in writing that the required insurance has been obtained. The policies evidencing required insurance shall contain an endorsement to the effect that any cancellation or any material change adversely affecting the Government's interest shall not be effective--

(1) For such period as the laws of the State in which this contract is to be performed prescribe; or

(2) Until 30 days after the insurer or the Contractor gives written notice to the Contracting Officer, whichever period is longer.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in subcontracts under this contract that require work on a Government installation and shall require subcontractors to provide and maintain the insurance required in the Schedule or elsewhere in the contract. The Contractor shall maintain a copy of all subcontractors' proofs of required insurance, and shall make copies available to the Contracting Officer upon request.

(End of Clause)

**C.8 FAR SUPPLEMENTAL INSURANCE REQUIREMENTS**

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

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

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

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

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

(End of Clause)

**C.9 FAR 52.232-99 PROVIDING ACCELERATED PAYMENT TO SMALL BUSINESS SUBCONTRACTORS (DEVIATION) (AUG 2012)**

This clause implements the temporary policy provided by OMB Policy Memorandum M-12-16, Providing Prompt Payment to Small Business Subcontractors, dated July 11, 2012.

(a) Upon receipt of accelerated payments from the Government, the contractor is required to make accelerated payments to small business subcontractors to the maximum extent practicable after receipt of a proper invoice and all proper documentation from the small business subcontractor.

(b) Include the substance of this clause, including this paragraph (b), in all subcontracts with small business concerns.

(c) The acceleration of payments under this clause does not provide any new rights under the Prompt Payment Act.

(End of Clause)

**C.10 VAAR 852.203-70 COMMERCIAL ADVERTISING (JAN 2008)**

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

(End of Clause)

**C.11 VAAR 852.203-71 DISPLAY OF DEPARTMENT OF VETERAN AFFAIRS HOTLINE POSTER (DEC 1992)**

(a) Except as provided in paragraph (c) below, the Contractor shall display prominently, in common work areas within business segments performing work under VA contracts, Department of Veterans Affairs Hotline posters prepared by the VA Office of Inspector General.

(b) Department of Veterans Affairs Hotline posters may be obtained from the VA Office of Inspector General (53E), P.O. Box 34647, Washington, DC 20043-4647.

(c) The Contractor need not comply with paragraph (a) above if the Contractor has established a mechanism, such as a hotline, by which employees may report suspected instances of improper conduct, and instructions that encourage employees to make such reports.

(End of Clause)

**C.12 VAAR 852.232-72 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS (NOV 2012)**

(a) *Definitions.* As used in this clause—

(1) *Contract financing payment* has the meaning given in FAR 32.001.

(2) *Designated agency office* has the meaning given in 5 CFR 1315.2(m).

(3) *Electronic form* means an automated system transmitting information electronically according to the

Accepted electronic data transmission methods and formats identified in paragraph (c) of this clause. Facsimile, email, and scanned documents are not acceptable electronic forms for submission of payment requests.

(4) *Invoice payment* has the meaning given in FAR 32.001.

(5) *Payment request* means any request for contract financing payment or invoice payment submitted by the contractor under this contract.

(b) *Electronic payment requests.* Except as provided in paragraph (e) of this clause, the contractor shall submit payment requests in electronic form. Purchases paid with a Government-wide commercial purchase card are considered to be an electronic transaction for purposes of this rule, and therefore no additional electronic invoice submission is required.

(c) *Data transmission.* A contractor must ensure that the data transmission method and format are through one of the following:

(1) VA’s Electronic Invoice Presentment and Payment System. (See Web site at *http://www.fsc.va.gov/einvoice.asp*.)

(2) Any system that conforms to the X12 electronic data interchange (EDI) formats established by the Accredited Standards Center (ASC) and chartered by the American National Standards Institute (ANSI). The X12 EDI Web site (*http://www.x12.org*) includes additional information on EDI 810 and 811 formats.

(d) *Invoice requirements.* Invoices shall comply with FAR 32.905.

(e) *Exceptions.* If, based on one of the circumstances below, the contracting officer directs that payment requests be made by mail, the contractor shall submit payment requests by mail through the United States Postal Service to the designated agency office. Submission of payment requests by mail may be required for:

(1) Awards made to foreign vendors for work performed outside the United States;

(2) Classified contracts or purchases when electronic submission and processing of payment requests could compromise the safeguarding of classified or privacy information;

(3) Contracts awarded by contracting officers in the conduct of emergency operations, such as responses to national emergencies;

(4) Solicitations or contracts in which the designated agency office is a VA entity other than the VA Financial Services Center in Austin, Texas; or

(5) Solicitations or contracts in which the VA designated agency office does not have electronic invoicing capability as described above.

(End of Clause)

**C.13 VAAR 852.237-70 CONTRACTOR RESPONSIBILITIES (APR 1984)**

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

(End of Clause)

**C.14 FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)**

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

http://www.acquisition.gov/far/index.html

http://www.va.gov/oal/library/vaar/

(End of Clause)

|  |  |  |
| --- | --- | --- |
| **FAR Number** | **Title** | **Date** |
| 52.203-17 | CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS | SEP 2013 |
| 52.224-1 | PRIVACY ACT NOTIFICATION | APR 1984 |
| 52.224-2 | PRIVACY ACT | APR 1984 |
| 52.227-14 | RIGHTS IN DATA--GENERAL | DEC 2007 |
| 52.227-16 | ADDITIONAL DATA REQUIREMENTS | JUN 1987 |
| 52.232-18 | AVAILABILITY OF FUNDS | APR 1984 |
| 52.232-35 | DESIGNATION OF OFFICE FOR GOVERNMENT RECEIPT OF ELECTRONIC FUNDS TRANSFER INFORMATION | JUL 2013 |
| 52.232-37 | MULTIPLE PAYMENT ARRANGEMENTS | MAY 1999 |
| 52.232-39 | UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS | JUN 2013 |
| 52.237-3  52.245-1 | CONTINUITY OF SERVICES  GOVERNMENT PROPERTY | JAN 1991  APR 2012 |
| 52.245-9 | USE AND CHARGES | APR 2012 |

(End of Addendum to 52.212-4)

**C.15 FAR 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS—COMMERCIAL ITEMS (NOV 2013)**

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

(1) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).

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

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

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

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

[X] (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).

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

[] (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (JUN 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

[X] (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (Jul 2013) (Pub. L. 109-282) (31 U.S.C. 6101 note).

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

[X] (6) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Aug 2013) (31 U.S.C. 6101 note).

[X] (7) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (Jul 2013) (41 U.S.C. 2313).

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

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

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

[] (11) [Reserved]

[] (12)(i) 52.219-6, Notice of Total Small Business Set-Aside (NOV 2011) (15 U.S.C. 644).

[] (ii) Alternate I (NOV 2011).

[] (iii) Alternate II (NOV 2011).

[] (13)(i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).

[] (ii) Alternate I (Oct 1995) of 52.219-7.

[] (iii) Alternate II (Mar 2004) of 52.219-7.

[X] (14) 52.219-8, Utilization of Small Business Concerns (Jul 2013) (15 U.S.C. 637(d)(2) and (3)).

[X] (15)(i) 52.219-9, Small Business Subcontracting Plan (Jul 2013) (15 U.S.C. 637(d)(4)).

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

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

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

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

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

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

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

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

[X] (20) 52.219-25, Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting (Jul 2013) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

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

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

[X] (23) 52.219-28, Post Award Small Business Program Rerepresentation (Jul 2013) (15 U.S.C 632(a)(2)).

[] (24) 52.219-29, Notice of Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (Jul 2013) (15 U.S.C. 637(m)).

[] (25) 52.219-30, Notice of Set-Aside for Women-Owned Small Business (WOSB) Concerns Eligible Under the WOSB Program (Jul 2013) (15 U.S.C. 637(m)).

[X] (26) 52.222-3, Convict Labor (June 2003) (E.O. 11755).

[] (27) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (NOV 2013) (E.O. 13126).

[X] (28) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).

[X] (29) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).

[X] (30) 52.222-35, Equal Opportunity for Veterans (SEP 2010) (38 U.S.C. 4212).

[X] (31) 52.222-36, Affirmative Action for Workers with Disabilities (Oct 2010) (29 U.S.C. 793).

[X] (32) 52.222-37, Employment Reports on Veterans (SEP 2010) (38 U.S.C. 4212).

[X] (33) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496).

[X] (34) 52.222-54, Employment Eligibility Verification (AUG 2013). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)

[] (35)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (May 2008) (42 U.S.C.6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

[] (ii) Alternate I (MAY 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

[] (36) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007)(42 U.S.C. 8259b).

[] (37)(i) 52.223-16, IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (DEC 2007) (E.O. 13423).

[] (ii) Alternate I (DEC 2007) of 52.223-16.

[X] (38) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011)

[] (39) 52.225-1, Buy American Act—Supplies (FEB 2009) (41 U.S.C. 10a-10d).

[] (40)(i) 52.225-3, Buy American Act—Free Trade Agreements—Israeli Trade Act (NOV 2012) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).

[] (ii) Alternate I (MAR 2012) of 52.225-3.

[] (iii) Alternate II (MAR 2012) of 52.225-3.

[] (iv) Alternate III (NOV 2012) of 52.225-3.

[X] (41) 52.225-5, Trade Agreements (NOV 2013) (19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).

[X] (42) 52.225-13, Restrictions on Certain Foreign Purchases (JUN 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

[] (43) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

[] (44) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

[] (45) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

[] (46) 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)).

[] (47) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

[] (48) 52.232-33, Payment by Electronic Funds Transfer—System for Award Management (Jul 2013) (31 U.S.C. 3332).

[X] (49) 52.232-34, Payment by Electronic Funds Transfer—Other than System for Award Management (Jul 2013) (31 U.S.C. 3332).

[] (50) 52.232-36, Payment by Third Party (Jul 2013) (31 U.S.C. 3332).

[] (51) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

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

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

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

[X] (1) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, et seq.).

[X] (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

|  |  |
| --- | --- |
| Employee Class | Monetary Wage-Fringe Benefits |
| 01052 Data Entry Operator II | 15.69 - 3.81 |
| 01111 General Clerk I | 14.88 - 3.81 |
| 01113 General Clerk III | 18.74 - 3.81 |
| 15080 Graphic Artist | 26.80 - 3.81 |
|  |  |

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

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

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

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

[X] (7) 52.222-17, Nondisplacement of Qualified Workers (JAN 2013) (E.O.13495).

[] (8) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (MAR 2009)(Pub. L. 110-247)

[] (9) 52.237-11, Accepting and Dispensing of $1 Coin (SEP 2008) (31 U.S.C. 5112(p)(1)).

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

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

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

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

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

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

(ii) 52.219-8, Utilization of Small Business Concerns (Jul 2013) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds $650,000 ($1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iii) 52.222-17, Nondisplacement of Qualified Workers (JAN 2013) (E.O. 13495). Flow down required in accordance with paragraph (l) of FAR clause 52.222-17.

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

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

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

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

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

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

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

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

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

(xii) 52.222-54, Employment Eligibility Verification (AUG 2013).

(xiii) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

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

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

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

(End of Clause)

**C.16 MANDATORY WRITTEN DISCLOSURES**

Mandatory written disclosures required by FAR clause 52.203-13 to the Department of Veterans Affairs, Office of Inspector General (OIG) must be made electronically through the VA OIG Hotline at http://www.va.gov/oig/contacts/hotline.asp and clicking on "FAR clause 52.203-13 Reporting." If you experience difficulty accessing the website, call the Hotline at 1-800-488-8244 for further instructions.

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

ATTACHMENT A. LABOR CATEGORIES

ATTACHMENT B. CONTRACT DISCREPANCY REPORT

ATTACHMENT C. VA INFORMATION AND INFORMATION SYSTEM SECURITY/PRIVACY REQUIREMENTS

ATTACHMENT D. VA CONTRACTOR BACKGROUND INVESTIGATION REQUEST WORKSHEET

ATTACHMENT E. NON-DISCLOSURE AGREEMENT

ATTACHMENT F. PAST PERFORMANCE QUESTIONNAIRE

ATTACHMENT G. CONTRACTOR INFORMATION

ATTACHMENT H. PRICING SPREADSHEETS

**SECTION E - SOLICITATION PROVISIONS**

**E.1 INSTRUCTIONS TO OFFERORS**

1. PROPOSAL SUBMISSION

A. INTRODUCTION

The offeror’s proposal shall be received by the date and time indicated in the solicitation in accordance with the information provided in Paragraph B below. The offeror’s proposal shall consist of five (5) volumes. The Volumes are I –Technical Capability, II –Performance Risk, III – Staffing Plan, to include Key Personnel, IV - Price, and V - SF1449, Amendments & Other Documents. The proposal submission shall include two (2) printed versions of all volumes, four (4) printed versions of Volumes I and III and one (1) version on a CD.

B. PROPOSAL FILES. The proposal shall be delivered via mail or in person to the following address:

U.S. Department of Veterans Affairs

Strategic Acquisition Center – Frederick

Attn: Julie Partridge or Terrie Nestor

321 Ballenger Center Drive, Suite 125

Frederick, MD 21703

Please note that the delivery address above is to a secure facility. Offerors choosing to make in person deliveries are encouraged to consider the time necessary to check in with security in order to make delivery before the due date and time. Deliveries to other Department of Veterans Affairs locations or by electronic or facsimile methods will not be accepted. The offeror assumes full responsibility for ensuring that the proposal is received at the address stated above by the closing date and time identified in the solicitation. Proposals received after the closing date and time will not be accepted.

1. Format. The submission shall be clearly indexed and logically assembled. Each volume shall be clearly identified and shall begin at the top of a page. All pages of each volume shall be appropriately numbered and identified by the complete company name, date and solicitation number in the header and/or footer. Proposal page limitations are applicable to this procurement. The table below indicates the maximum page count (when applicable) for each volume of the offeror’s proposal.

All files will be submitted as either a Microsoft Excel (.xls/.xlsx) or Word (.doc/.docx) file or an Acrobat (.pdf) file or compatible as indicated in the table. Page size shall be no greater than 8 1/2" x 11". Where possible, printing shall be on both sides to save paper. The top, bottom, left and right margins shall be a minimum of one inch (1”) each. Font size shall be no smaller than 12-point. Arial or Times New Roman fonts are required. Characters shall be set at no less than normal spacing and 100% scale. Tables and illustrations may use a reduced font size not less than 8-point and may be landscape. Line spacing shall be set at no less than single space. Each paragraph shall be separated by at least one blank line. Each page shall include a header or footer to identify the page number and volume to which it belongs. Page numbers, company logos, and headers and footers may be within the page margins only, and are not bound by the 12-point font requirement. Footnotes to text shall not be used. All proprietary information shall be clearly and properly marked. If the offeror submits annexes, documentation, attachments or the like, not specifically required by this solicitation, such will count against the offeror’s page limitations unless otherwise indicated in the specific volume instructions below. Pages in violation of these instructions, either by exceeding the margin, font or spacing restrictions or by exceeding the total page limit for a particular volume, will not be evaluated. Pages not evaluated due to violation of the margin, font or spacing restrictions will not count against the page limitations. The page count will be determined by counting the pages in the order they come up in the print layout view. A cover page, table of contents and/or a glossary of abbreviations or acronyms will not be included in the page count of the any volume. However, be advised that any and all information contained within any cover page, table of contents and/or glossary of abbreviations or acronyms submitted with an offeror’s proposal will not be evaluated by the Government.

2. File Packaging. Each of the six (6) printed copies shall be contained in a separate 3-ring binder. The CD may contain separate files or all of the proposal files may be compressed (zipped) into one file entitled “[offeror]proposal.zip” using WinZip version 6.2 or later version.

3. Content Requirements. All information shall be confined to the appropriate file. The offeror shall confine submissions to essential matters, sufficient to define the proposal and provide an adequate basis for evaluation. Offerors are responsible for including sufficient details, in a concise manner, to permit a complete and accurate evaluation of each proposal. The use of hyperlinks or embedded attachments in proposals is prohibited and such items will not be evaluated. The titles and page limits requirements for each file are shown in the Table below:

|  |  |  |  |
| --- | --- | --- | --- |
| Volume Number | Factor | File Name | Page Limitations\* |
| Volume I | Technical Capability | [Offeror]Tech.[ext] | 10 (2 groups)  13 (3 groups)  16 (4 groups) |
| Volume II | Performance Risk | [Offeror]Past Perf.[ext] | 10 (2 groups)  15 (3 groups)  20 (4 groups) |
| Volume III | Staffing Plan | [Offeror]Staffing.[ext] | 6 |
| Volume IV | Price | [Offeror]Price.xls/.xlsx | None |
| Volume V | SF1449, Amendments & Other Documents | [Offeror].[ext] | None |

\*Please note that the page limitations on some volumes will alter dependent upon the number of service groups that an offeror proposes.

See also FAR 52.212-1, Instructions to Offerors – Commercial Items.

1. VOLUME I – TECHNICAL CAPABILITY. The offeror shall provide a proposal which addresses the contractor’s approach to fulfilling the requirements of the IDIQ and the service groups. The approach shall address the contractor’s proposed vendor structure, which shall name the prime contractor and, if applicable, teaming partners. The vendor structure shall clearly identify any subcontractor(s) name and, if applicable, their small business size status. The proposal shall address the offeror’s ability and approach to comply with FAR 52.219-14, Limitations on Subcontracting. The proposal shall detail the offeror’s logic in proposing with their vendor structure. The offeror shall provide an approach and methodologies which demonstrate the offeror’s knowledge and capabilities with regards to current technologies, services, and techniques specific to the service groups. The proposal shall detail an approach to managing an IDIQ award, as well as any subsequent task orders, which shall specifically address topics of schedule, cost and performance as well as communication and reporting with the Government.
2. VOLUME II – PERFORMANCE RISK. The offeror shall provide a description of up to seven contracts, per service group being proposed, for which performance occurred during the five years immediately prior to the proposal submission date. The contracts may be held with Federal, State, and local governments or private entities and may represent prime contracts, task/delivery orders, or subcontracts. The contracts may be held by any member of the proposed vendor structure. The contracts must be relevant, defined as services which, when considered as a whole, are similar in size, scope and/or complexity when compared to the anticipated requirements of this procurement. Data concerning the prime contractor shall be provided first, followed by each proposed teaming partner, in alphabetical order. For each of the up to seven contracts, the offeror shall provide the following:

(1) Contract information, to include:

(a) Contractor/Subcontractor place of performance, CAGE Code and DUNS Number. If the work was performed as a subcontractor, also provide the name of the prime contractor and Point of Contact (POC) within the prime contractor organization (name, and current address, e-mail address, and telephone and fax numbers);

(b) Contracting activity, and current address, Procuring Contracting Officer's name, e-mail address, and telephone number;

(c) Technical representative/Contracting Officer’s Representative (COR), and current e-mail address, and telephone number;

(d) Contract Number and, in the case of Indefinite Delivery type contracts, GSA contracts, and Blanket Purchase Agreements, include Task/Delivery Order Number(s) also;

(e) Contract Type (specify type such as Fixed Price (FP), Cost Reimbursement (CR), Time & Materials (T&M), etc.). In the case of Indefinite Delivery contracts, indicate specific type (Requirements, Definite Quantity, and Indefinite Quantity) and secondary contract type (FP, CR, T&M, etc));

(f) Awarded price/cost and final, or projected, final price/cost;

(g) Original delivery schedule, including dates of start and completion of work and final, or projected final, delivery schedule, including dates of start and completion of work.

(2) Contract description: The offeror shall provide a narrative explanation describing the scope and purpose of the contract and detailing how the effort is relevant to the requirements of this solicitation. For any contract(s)/task order(s) that did not/do not meet original schedule or technical performance requirements, provide a brief explanation of the reason(s) for the shortcoming(s) and any corrective action(s) taken to avoid recurrence. The offerors shall indicate if any of the contracts listed were terminated and the type and reasons for the termination.

(3) New Corporate Entities. New corporate entities may submit data on prior contracts involving its officers and employees. However, in addition to the other requirements in this section, the offeror shall discuss in detail the role performed by such persons in the prior contracts cited. Information should be included in the files described in the sections above.

(4) The offeror may submit a maximum of seven Past Performance Questionnaires (PPQs) (See Attachment F) per service group. The offeror shall distribute the PPQ found in the solicitation to a POC for each of the past performance references found in the above mentioned narrative. The Government will accept only one completed PPQ per narrative. The offeror shall instruct the POC at the referenced entity to return a copy of the completed PPQ directly to the CS and CO at [Julie.partridge@va.gov](mailto:Julie.partridge@va.gov) and [Terrie.nestor@va.gov](mailto:Terrie.nestor@va.gov) no later than the closing date of the solicitation (inclusive of any closing date extensions granted via amendment). Late submissions may not be evaluated.

1. VOLUME III – STAFFING PLAN. The offeror shall provide a clear description of their plan to recruit and retain high quality personnel, both at the IDIQ and the task order level. The plan shall address the offeror’s awareness and concern with regards to education, experience, and professional certifications. The plan shall address the offeror’s awareness and concern with regards to staffing in a timely and efficient manner. The plan shall address the offeror’s ability to retain high quality personnel, citing previous turnover rates and average length of employee service. The offeror shall provide a biography for key personnel, which demonstrates the minimum education and experience requirements.
2. VOLUME IV – PRICE. The offeror shall complete Attachment H, Pricing Spreadsheet, of the RFP. Attachment H is an Excel Workbook that includes a total of eight tabs, two tabs for each of the four service groups (one for services to be provided at a contractor’s location and one for services to be provided at a Government location). The offeror shall complete the tabs which correlate to the service groups for which it is proposing. The offeror should not alter in any way the information or number of tabs, other than to enter their proposed rates. Offerors shall propose hourly rates that are rounded to two decimal places. For those service groups for which the offeror is proposing, the offeror shall provide an hourly rate and a fully burdened rate for each labor category.

(e) VOLUME V - SF1449, AMENDMENTS & OTHER DOCUMENTS. The following shall be included in this volume:

1. Signed SF 1449 and amendment(s), if any. An authorized official of the prime contractor shall sign the SF 1449, amendment(s) and all certifications requiring signature. Only wet signatures will be accepted; typed signatures are unacceptable. Offerors may submit original signatures or a copy for submission.
2. Completed Attachment G, Contractor Information.
3. Any proposed terms and conditions and/or assumptions upon which the proposal is predicated. Offerors are hereby advised that any offeror-imposed terms and conditions and/or assumptions which deviate from the Government’s material terms and conditions established by the solicitation, may render the offeror’s proposal Unacceptable, and thus ineligible for inclusion in the competitive range and, thereby, award.
4. If applicable, a signed joint venture agreement.

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

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

The following provisions are incorporated into 52.212-1 as an addendum to this solicitation:

**E.2 FAR 52.209-5 REPRESENTATION BY CORPORATIONS REGARDING AN UNPAID TAX LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW (DEVIATION)(MAR 2012)**

(a) In accordance with Division H, sections 8124 and 8125 of P.L. 112-74 and sections 738 and 739 of P.L. 112-55 none of the funds made available by either Act may be used to enter into a contract with any corporation that—

(1) Has an unpaid federal tax liability, unless the agency has considered suspension or debarment of the corporation and the Suspension and Debarment Official has made a determination that this action is not necessary to protect the interests of the Government.

(2) Has a felony criminal violation under any Federal or State law within the preceding 24 months, unless the agency has considered suspension or debarment of the corporation and Suspension and Debarment Official has made a determination that this action is not necessary to protect the interests of the Government.

(b) The Offeror represents that—

(1) The offeror does [ ] does not [ ] have any unpaid Federal tax liability that has been assessed and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

(2) The offeror, its officers or agents acting on its behalf have [ ] have not [ ] been convicted of a felony criminal violation under a Federal or State law within the preceding 24 months.

(End of Provision)

**E.3 FAR 52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS (JUL 2013)**

(a) *Definitions.* As used in this provision—

"Administrative proceeding" means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative Proceedings, Civilian Board of Contract Appeals Proceedings, and Armed Services Board of Contract Appeals Proceedings). This includes administrative proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include agency actions such as contract audits, site visits, corrective plans, or inspection of deliverables.

"Federal contracts and grants with total value greater than $10,000,000" means—

(1) The total value of all current, active contracts and grants, including all priced options; and

(2) The total value of all current, active orders including all priced options under indefinite-delivery, indefinite-quantity, 8(a), or requirements contracts (including task and delivery and multiple-award Schedules).

"Principal" means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a division or business segment; and similar positions).

(b) The offeror [ ] has [ ] does not have current active Federal contracts and grants with total value greater than $10,000,000.

(c) If the offeror checked "has" in paragraph (b) of this provision, the offeror represents, by submission of this offer, that the information it has entered in the Federal Awardee Performance and Integrity Information System (FAPIIS) is current, accurate, and complete as of the date of submission of this offer with regard to the following information:

(1) Whether the offeror, and/or any of its principals, has or has not, within the last five years, in connection with the award to or performance by the offeror of a Federal contract or grant, been the subject of a proceeding, at the Federal or State level that resulted in any of the following dispositions:

(i) In a criminal proceeding, a conviction.

(ii) In a civil proceeding, a finding of fault and liability that results in the payment of a monetary fine, penalty, reimbursement, restitution, or damages of $5,000 or more.

(iii) In an administrative proceeding, a finding of fault and liability that results in—

(A) The payment of a monetary fine or penalty of $5,000 or more; or

(B) The payment of a reimbursement, restitution, or damages in excess of $100,000.

(iv) In a criminal, civil, or administrative proceeding, a disposition of the matter by consent or compromise with an acknowledgment of fault by the Contractor if the proceeding could have led to any of the outcomes specified in paragraphs (c)(1)(i), (c)(1)(ii), or (c)(1)(iii) of this provision.

(2) If the offeror has been involved in the last five years in any of the occurrences listed in (c)(1) of this provision, whether the offeror has provided the requested information with regard to each occurrence.

(d) The offeror shall post the information in paragraphs (c)(1)(i) through (c)(1)(iv) of this provision in FAPIIS as required through maintaining an active registration in the System for Award Management database via [https://www.acquisition.gov](https://www.acquisition.gov/) (see 52.204-7).

(End of Provision)

**E.4 FAR 52.216-1 TYPE OF CONTRACT (APR 1984)**

The Government contemplates award of an Indefinite Delivery Indefinite Quantity contract which will result in Firm-Fixed Price and Labor-Hour type task orders.

(End of Provision)

**E.5 FAR 52.227-15 REPRESENTATION OF LIMITED RIGHTS DATA AND RESTRICTED COMPUTER SOFTWARE (DEC 2007)**

(a) This solicitation sets forth the Government's known delivery requirements for data (as defined in the clause at 52.227-14, Rights in Data--General). Any resulting contract may also provide the Government the option to order additional data under the Additional Data Requirements clause at 52.227-16, if included in the contract. Any data delivered under the resulting contract will be subject to the Rights in Data--General clause at 52.227-14 included in this contract. Under the latter clause, a Contractor may withhold from delivery data that qualify as limited rights data or restricted computer software, and deliver form, fit, and function data instead. The latter clause also may be used with its Alternates II and/or III to obtain delivery of limited rights data or restricted computer software, marked with limited rights or restricted rights notices, as appropriate. In addition, use of Alternate V with this latter clause provides the Government the right to inspect such data at the Contractor's facility.

(b) By completing the remainder of this paragraph, the offeror represents that it has reviewed the requirements for the delivery of technical data or computer software and states [offeror check appropriate block]--

[ ] None of the data proposed for fulfilling the data delivery requirements qualifies as limited rights data or restricted computer software; or

[ ] Data proposed for fulfilling the data delivery requirements qualify as limited rights data or restricted computer software and are identified as follows:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(c) Any identification of limited rights data or restricted computer software in the offeror's response is not determinative of the status of the data should a contract be awarded to the offeror.

(End of Provision)

**E.6 FAR 52.233-2 SERVICE OF PROTEST (SEP 2006)**

Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

Strategic Acquisition Center - Frederick

Department of Veterans Affairs

321 Ballenger Center Drive, Suite 125

Frederick MD 21703

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of Provision)

**E.7 VAAR 852.233-70 PROTEST CONTENT/ALTERNATIVE DISPUTE RESOLUTION (JAN 2008)**

(a) Any protest filed by an interested party shall:

(1) Include the name, address, fax number, and telephone number of the protester;

(2) Identify the solicitation and/or contract number;

(3) Include an original signed by the protester or the protester's representative and at least one copy;

(4) Set forth a detailed statement of the legal and factual grounds of the protest, including a description of resulting prejudice to the protester, and provide copies of relevant documents;

(5) Specifically request a ruling of the individual upon whom the protest is served;

(6) State the form of relief requested; and

(7) Provide all information establishing the timeliness of the protest.

(b) Failure to comply with the above may result in dismissal of the protest without further consideration.

(c) Bidders/offerors and contracting officers are encouraged to use alternative dispute resolution (ADR) procedures to resolve protests at any stage in the protest process. If ADR is used, the Department of Veterans Affairs will not furnish any documentation in an ADR proceeding beyond what is allowed by the Federal Acquisition Regulation.

(End of Provision)

## E.8 VAAR 852.233-71 ALTERNATE PROTEST PROCEDURE (JAN 1998)

As an alternative to filing a protest with the contracting officer, an interested party may file a protest with the Deputy Assistant Secretary for Acquisition and Materiel Management, Acquisition Administration Team, Department of Veterans Affairs, 810 Vermont Avenue, NW., Washington, DC 20420, or for solicitations issued by the Office of Construction and Facilities Management, the Director, Office of Construction and Facilities Management, 810 Vermont Avenue, NW., Washington, DC 20420. The protest will not be considered if the interested party has a protest on the same or similar issues pending with the contracting officer.

(End of Provision)

PLEASE NOTE: The correct mailing information for filing alternate protests is as follows:

Deputy Assistant Secretary for Acquisition and Logistics,

Risk Management Team, Department of Veterans Affairs

810 Vermont Avenue, N.W.

Washington, DC 20420

**E.9 FAR 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)**

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

http://www.acquisition.gov/far/index.html

http://www.va.gov/oal/library/vaar/

(End of Provision)

|  |  |  |
| --- | --- | --- |
| **FAR Number** | **Title** | **Date** |
| 52.216-27 | SINGLE OR MULTIPLE AWARDS | OCT 1995 |
| 52.216-31 | TIME-AND-MATERIALS/LABOR-HOUR PROPOSAL REQUIREMENTS—COMMERCIAL ITEM ACQUISITION | FEB 2007 |
| 52.225-25 | PROHIBITION ON CONTRACTING WITH ENTITIES ENGAGING IN CERTAIN ACTIVITIES OR TRANSACTIONS RELATING TO IRAN—REPRESENTATION AND CERTIFICATIONS | DEC 2012 |

(End of Addendum to 52.212-1)

**E.10 FAR 52.212-2 EVALUATION—COMMERCIAL ITEMS (JAN 1999)**

(a) The Government will award multiple contracts resulting from this solicitation to the responsible offerors 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:

1. BASIS FOR AWARD

Award will be made on a best value basis, identifying the proposals that are determined to be in the best interest of the Government. The best value determination will be made by evaluating the following factors: Technical Capability, Performance Risk, Staffing Plan, and Price. Technical Capability and Performance Risk are considered equally important and, when combined, are more important than Staffing Plan. All non-price factors, when combined are significantly more important than Price. It should be noted that award may be made to other than the lowest priced offeror, if the Government determines that a price premium is warranted due to merits of one or more of the non-price factors. Evaluations and best value determinations will be completed for each service group, independent of the other groups. Awardees must represent a best value in a minimum of two service groups, but up to all four service groups to be considered for an award.

The Government reserves the right to award with or without discussions based upon the initial evaluation of proposals. As such, offerors are encouraged to submit their best technical and price proposal. In accordance with FAR 15.306(c), the Government reserves the right to establish a competitive range. Further, the Government reserves the right to reduce the number of contractors in the competitive range in order to conduct efficient competition.

Should a competitive range be established, the Government reserves the right to implement an additional evaluation factor for one or more sample task order(s). All contractors eligible for award in the service group applicable to the task order(s) will be required to respond to the sample task order with a supplemental proposal. Should the Government choose to exercise this right, the solicitation will be amended to include the sample task order requirement(s) as well as the evaluation factors specific to the order.

2. FACTORS TO BE EVALUATED

1. Technical Capability
2. Performance Risk
3. Staffing Plan
4. Price

3. EVALUATION APPROACH - All proposals shall be subject to evaluation by a team of Government personnel and may also be evaluated by contractors from a Federally Funded Research and Development Center (FFRDC). The proposal will be evaluated strictly in accordance with its written content. Proposals which merely restate the requirement or state that the requirement will be met, without providing supporting rationale, are insufficient. Offerors whose Volume I, Technical Capability, represents an unacceptable level of risk will be eliminated from consideration; as such, other Volumes of the proposal will not be evaluated.

A. TECHNICAL CAPABILITY. The evaluation will consider the following:

1. Solution knowledge – The proposal will be evaluated to determine the extent to which the contractor is knowledgeable and capable of providing solutions which are appropriate, timely, effective and efficient. The proposal will be evaluated to determine the level of confidence provided the Government with respect to the offeror’s methods and approach in successfully meeting the anticipated requirements with current technologies, services, and techniques available in the commercial marketplace.
2. IDIQ and TO management – The proposal will be evaluated to determine the level of confidence provided the Government with respect to the offeror’s proposed method of managing the IDIQ as well as any subsequent TO awards that the contractor may receive. The Government will evaluate the proposed method and approach for ensuring that the awards are properly managed with regards to schedule, cost and performance standards and objectives. The Government will evaluate the proposed approach to ensure that there is adequate and appropriate transparency with regards to communication of metrics, status, and concerns.
3. Rationale for structure of team – The proposal will be evaluated to determine the level of confidence provided the Government with respect to the offeror’s proposed vendor structure (eg, prime contractor, subcontractor, joint venture) and the extent to which the structure demonstrates sound and logical business acuity. If a vendor structure includes subcontractors, those vendor structures which include small business concerns will be considered more advantageous.

B. PERFORMANCE RISK. This factor will include a separate evaluation of both Experience and Past Performance. The evaluation will only consider references which are timely, defined as services performed within the last five years, and relevant, defined as services which, when considered as a whole, are similar in size, scope and/or complexity. The Government will consider experience and past performance for the proposed prime contractor to be significantly more important than experience and past performance submitted for any other member of the vendor structure. For the purposes of evaluating prime contractor experience and past performance, the prime contractor is defined as the contractor identified in Block 14 of the SF 1449. Projects performed by contractors other than the offeror, such as teaming partners or subcontractors, will not be evaluated as prime contractor experience or past performance, unless those other contractors are part of a joint venture offeror as demonstrated by a signed joint venture agreement. For references which are timely and relevant, the evaluation will consider the following:

1. Experience – Experience is the skill and knowledge gained by performing services. The information provided will be evaluated to determine the extent to which the contractor has previously provided relevant services which would meet or exceed the needs of this procurement. The Government will consider the level of risk associated with the contractor’s experience.
2. Past Performance – Past performance is a measure of the degree to which an offeror satisfied its customers in the past and complied with Federal, State, and local laws and regulations. The Government will evaluate Past Performance Questionnaires (PPQs) to determine the quality of services previously provided, including aspects of cost, schedule and performance, such as quality of product or service, timeliness of performance or adherence to delivery schedules. The Government reserves the right to evaluate any other information available to the Government through the PPQs or other available resources. The Government will consider the level of risk associated with the contractor’s past performance. An offeror without a record of relevant past performance or for whom information on past performance is not available, may not be evaluated favorably or unfavorably on past performance.

C. STAFFING PLAN. The evaluation will consider the offeror’s ability to recruit and retain high quality personnel, both at the IDIQ and the task order level. The Government will evaluate the offeror’s plan to recruit personnel that have sufficient and appropriate education, experience, and professional certifications to meet the needs of the Government in a timely and efficient manner. The Government will evaluate the offeror’s plan to retain such high quality personnel and will consider the offeror’s stated turnover rate as well as average length of employee service. The evaluation will consider the offeror’s proposed IDIQ Contract Manager. The Government will evaluate the qualifications of the proposed IDIQ Contract Manager to determine the extent to which this individual exhibits appropriate experience which is similar in size, scope and complexity to this requirement. The Government will evaluate the qualifications of the proposed IDIQ Contract Manager to ensure that the individual meets the minimum education and experience requirements as stated in Section 6.0 of the PWS.

1. PRICE. The Government will review the price proposal, Attachment H, Pricing Spreadsheet, of the RFP, for

completeness and accuracy. The Government will evaluate proposed labor category hourly rates for price realism and will evaluate the proposed labor category full burdened rates for price reasonableness. The Government will evaluate pricing using proposal analysis techniques as described in FAR 15.404-1. The Government will evaluate the proposed rates for any labor categories subject to the Service Contract Act (SCA) (identified in the spreadsheet with an asterisk and the applicable Department of Labor occupation code) to ensure that the rates are in compliance with the minimums specified by applicable Wage Determination No. 2005-2103.

(b) *Options.* The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s).

(c) A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

(End of Provision)

**E.11 FAR 52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS—COMMERCIAL ITEMS (NOV 2013)**

An offeror shall complete only paragraph (b) of this provision if the offeror has completed the annual representations and certifications electronically via <http://www.acquisition.gov>. If an offeror has not completed the annual representations and certifications electronically at the System for Award Management (SAM) website, the offeror shall complete only paragraphs (c) through (o) of this provision.

(a) *Definitions.* As used in this provision—

"Economically disadvantaged women-owned small business (EDWOSB) concern" means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States and who are economically disadvantaged in accordance with 13 CFR part 127. It automatically qualifies as a women-owned small business eligible under the WOSB Program.

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

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

"Inverted domestic corporation", as used in this section, means a foreign incorporated entity which is treated as an inverted domestic corporation under 6 U.S.C. 395(b), i.e., a corporation that used to be incorporated in the United States, or used to be a partnership in the United States, but now is incorporated in a foreign country, or is a subsidiary whose parent corporation is incorporated in a foreign country, that meets the criteria specified in 6 U.S.C. 395(b), applied in accordance with the rules and definitions of 6 U.S.C. 395(c). An inverted domestic corporation as herein defined does not meet the definition of an inverted domestic corporation as defined by the Internal Revenue Code at 26 U.S.C. 7874.

"Manufactured end product" means any end product in Federal Supply Classes (FSC) 1000-9999, except—

(1) FSC 5510, Lumber and Related Basic Wood Materials;

(2) Federal Supply Group (FSG) 87, Agricultural Supplies;

(3) FSG 88, Live Animals;

(4) FSG 89, Food and Related Consumables;

(5) FSC 9410, Crude Grades of Plant Materials;

(6) FSC 9430, Miscellaneous Crude Animal Products, Inedible;

(7) FSC 9440, Miscellaneous Crude Agricultural and Forestry Products;

(8) FSC 9610, Ores;

(9) FSC 9620, Minerals, Natural and Synthetic; and

(10) FSC 9630, Additive Metal Materials.

"Place of manufacture" means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

"Restricted business operations" means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person (as that term is defined in Section 2 of the Sudan Accountability and Divestment Act of 2007) conducting the business can demonstrate—

(1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;

(2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;

(3) Consist of providing goods or services to marginalized populations of Sudan;

(4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;

(5) Consist of providing goods or services that are used only to promote health or education; or

(6) Have been voluntarily suspended.

"Sensitive technology"—

(1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically—

(i) To restrict the free flow of unbiased information in Iran; or

(ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and

(2) Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit pursuant to section 203(b)(3) of the International Emergency Economic Powers Act (50 U.S.C. 1702(b)(3)).

"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.

"Subsidiary" means an entity in which more than 50 percent of the entity is owned—

(1) Directly by a parent corporation; or

(2) Through another subsidiary of a parent corporation.

"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 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.

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

(1) That 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 small business (WOSB) concern eligible under the WOSB Program" (in accordance with 13 CFR part 127), means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States.

(b)(1) *Annual Representations and Certifications.* Any changes provided by the offeror in paragraph (b)(2) of this provision do not automatically change the representations and certifications posted on the SAM website.

(2) The offeror has completed the annual representations and certifications electronically via the SAM website access through <http://www.acquisition.gov>. After reviewing the SAM 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 and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

(c) Offerors must complete the following representations when the resulting contract will be performed in 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.

(6) WOSB concern eligible under the WOSB Program. [Complete only if the offeror represented itself as a women-owned small business concern in paragraph (c)(5) of this provision.] The offeror represents that—

(i) It [ ] is, [ ] is not a WOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It [ ] is, [ ] is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(6)(i) of this provision is accurate for each WOSB concern eligible under the WOSB Program participating in the joint venture. [*The offeror shall enter the name or names of the WOSB concern eligible under the WOSB Program and other small businesses that are participating in the joint venture: \_\_\_\_\_\_\_\_\_\_\_*.] Each WOSB concern eligible under the WOSB Program participating in the joint venture shall submit a separate signed copy of the WOSB representation.

(7) Economically disadvantaged women-owned small business (EDWOSB) concern. [*Complete only if the offeror represented itself as a WOSB concern eligible under the WOSB Program in (c)(6) of this provision.*] The offeror represents that—

(i) It [ ] is, [ ] is not an EDWOSB concern, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It [ ] is, [ ] is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(7)(i) of this provision is accurate for each EDWOSB concern participating in the joint venture. [*The offeror shall enter the name or names of the EDWOSB concern and other small businesses that are participating in the joint venture: \_\_\_\_\_\_\_\_\_\_\_*.] Each EDWOSB concern participating in the joint venture shall submit a separate signed copy of the EDWOSB representation.

**Note:** Complete paragraphs (c)(8) and (c)(9) only if this solicitation is expected to exceed the simplified acquisition threshold.

(8) *Women-owned business concern (other than small business concern).* [*Complete only if the offeror is a women-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 a women-owned business concern.

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

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(10) [*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 SAM Dynamic Small Business Search database maintained by the Small Business Administration, and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed $750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or

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

(ii) [ ] *Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns.* The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(10)(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: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.*]

(11) *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 Part 126, and the representation in paragraph (c)(11)(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 to the Equal Opportunity clause of this solicitation; 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 $150,000.) 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. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

(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 for other than COTS items, 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, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of "domestic end product." The terms "commercially available off-the-shelf (COTS) item," "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—Free Trade Agreements—Israeli Trade Act Certificate.* (Applies only if the clause at FAR 52.225-3, Buy American Act—Free Trade Agreements—Israeli Trade Act, is included in this solicitation.)

(i) 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 for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms "Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end product," "commercially available off-the-shelf (COTS) item," "component," "domestic end product," "end product," "foreign end product," "Free Trade Agreement country," "Free Trade Agreement country end product," "Israeli end product," and "United States" are defined in the clause of this solicitation entitled "Buy American Act—Free Trade Agreements—Israeli Trade Act."

(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act—Free Trade Agreements—Israeli Trade Act":

Free Trade Agreement Country End Products (Other than Bahrainian, Moroccan, Omani, Panamanian, or Peruvian End Products) 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—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, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of "domestic end product."

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—Free Trade Agreements—Israeli Trade Act Certificate, Alternate I.* If Alternate I to 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 in the clause of this solicitation entitled "Buy American Act—Free Trade Agreements—Israeli Trade Act":

Canadian End Products:

Line Item No.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

*[List as necessary]*

(3) *Buy American Act—Free Trade Agreements—Israeli Trade Act Certificate, Alternate II.* If Alternate II to 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 in the clause of this solicitation entitled "Buy American Act—Free Trade Agreements—Israeli Trade Act":

Canadian or Israeli End Products:

Line Item No. Country of Origin

\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

*[List as necessary]*

(4) *Buy American Act—Free Trade Agreements—Israeli Trade Act Certificate, Alternate III*. If Alternate III to 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 Free Trade Agreement country end products (other than Bahrainian, Korean, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled “Buy American Act—Free Trade Agreements—Israeli Trade Act”:

Free Trade Agreement Country End Products (Other than Bahrainian, Korean, Moroccan, Omani, Panamanian, or Peruvian End Products) or Israeli End Products:

Line Item No. Country of Origin

\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

*[List as necessary]*

(5) *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)(5)(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 Responsibility Matters* (Executive Order 12689). (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;

(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, violating Federal criminal tax laws, or receiving stolen property;

(3) [ ] Are, [ ] are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses enumerated in paragraph (h)(2) of this clause; and

(4) [ ] Have, [ ] have not, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds $3,000 for which the liability remains unsatisfied.

(i) Taxes are considered delinquent if both of the following criteria apply:

(A) *The tax liability is finally determined.* The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(B) *The taxpayer is delinquent in making payment.* A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(ii) *Examples.*

(A) The taxpayer has received a statutory notice of deficiency, under I.R.C. Sec. 6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(B) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. Sec. 6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(C) The taxpayer has entered into an installment agreement pursuant to I.R.C. Sec. 6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(D) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. 362 (the Bankruptcy Code).

(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) *Place of manufacture.* (Does not apply unless the solicitation is predominantly for the acquisition of manufactured end products.) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly—

(1) \_\_ In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or

(2) \_\_ Outside the United States.

(k) *Certificates regarding exemptions from the application of the Service Contract Act.* (Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services.)

[ ] (1) Maintenance, calibration, or repair of certain equipment as described in FAR 22.1003-4(c)(1). The offeror [ ] does [ ] does not certify that—

(i) The items of equipment to be serviced under this contract are used regularly for other than Governmental purposes and are sold or traded by the offeror (or subcontractor in the case of an exempt subcontract) in substantial quantities to the general public in the course of normal business operations;

(ii) The services will be furnished at prices which are, or are based on, established catalog or market prices (see FAR 22.1003- 4(c)(2)(ii)) for the maintenance, calibration, or repair of such equipment; and

(iii) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract will be the same as that used for these employees and equivalent employees servicing the same equipment of commercial customers.

[ ] (2) Certain services as described in FAR 22.1003- 4(d)(1). The offeror [ ] does [ ] does not certify that—

(i) The services under the contract are offered and sold regularly to non-Governmental customers, and are provided by the offeror (or subcontractor in the case of an exempt subcontract) to the general public in substantial quantities in the course of normal business operations;

(ii) The contract services will be furnished at prices that are, or are based on, established catalog or market prices (see FAR 22.1003-4(d)(2)(iii));

(iii) Each service employee who will perform the services under the contract will spend only a small portion of his or her time (a monthly average of less than 20 percent of the available hours on an annualized basis, or less than 20 percent of available hours during the contract period if the contract period is less than a month) servicing the Government contract; and

(iv) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract is the same as that used for these employees and equivalent employees servicing commercial customers.

(3) If paragraph (k)(1) or (k)(2) of this clause applies—

(i) If the offeror does not certify to the conditions in paragraph (k)(1) or (k)(2) and the Contracting Officer did not attach a Service Contract Act wage determination to the solicitation, the offeror shall notify the Contracting Officer as soon as possible; and

(ii) The Contracting Officer may not make an award to the offeror if the offeror fails to execute the certification in paragraph (k)(1) or (k)(2) of this clause or to contact the Contracting Officer as required in paragraph (k)(3)(i) of this clause.

(l) *Taxpayer Identification Number (TIN)* (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to the SAM database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (l)(3) through (l)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) *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 United States and does not have an office or place of business or a fiscal paying agent in the United States;

[ ] Offeror is an agency or instrumentality of a foreign government;

[ ] Offeror is an agency or instrumentality of the Federal Government.

(4) *Type of organization.*

[ ] Sole proprietorship;

[ ] Partnership;

[ ] Corporate entity (not tax-exempt);

[ ] Corporate entity (tax-exempt);

[ ] Government entity (Federal, State, or local);

[ ] Foreign government;

[ ] International organization per 26 CFR 1.6049-4;

[ ] Other \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

(5) *Common parent.*

[ ] Offeror is not owned or controlled by a common parent;

[ ] Name and TIN of common parent:

Name \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

TIN \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

(m) *Restricted business operations in Sudan.* By submission of its offer, the offeror certifies that the offeror does not conduct any restricted business operations in Sudan.

(n) Prohibition on Contracting with Inverted Domestic Corporations

(1) *Relation to Internal Revenue Code.* An inverted domestic corporation as herein defined does not meet the definition of an inverted domestic corporation as defined by the Internal Revenue Code 25 U.S.C. 7874.

(2) *Representation.* By submission of its offer, the offeror represents that—

(i) It is not an inverted domestic corporation; and

(ii) It is not a subsidiary of an inverted domestic corporation.

(o) *Prohibition on contracting with entities engaging in certain activities or transactions relating to Iran.* (1) The offeror shall email questions concerning sensitive technology to the Department of State at [CISADA106@state.gov](mailto:CISADA106@state.gov).

(2) *Representation and certifications.* Unless a waiver is granted or an exception applies as provided in paragraph (o)(3) of this provision, by submission of its offer, the offeror—

(i) Represents, to the best of its knowledge and belief, that the offeror does not export any sensitive technology to the government of Iran or any entities or individuals owned or controlled by, or acting on behalf or at the direction of, the government of Iran;

(ii) Certifies that the offeror, or any person owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Iran Sanctions Act; and

(iii) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds $3,000 with Iran’s Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked pursuant to the International Emergency Economic Powers Act (50 U.S.C. 1701 *et seq.*) (see OFAC’s Specially Designated Nationals and Blocked Persons List at [*http://www.treasury.gov/ofac/downloads/t11sdn.pdf*](http://www.treasury.gov/ofac/downloads/t11sdn.pdf)).

(3) The representation and certification requirements of paragraph (o)(2) of this provision do not apply if—

(i) This solicitation includes a trade agreements certification (*e.g.,* 52.212–3(g) or a comparable agency provision); and

(ii) The offeror has certified that all the offered products to be supplied are designated country end products.

(End of Provision)