

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30				1. REQUISITION NO.		PAGE 1 OF 90							
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NO.		5. SOLICITATION NUMBER VA119A-15-R-0177		6. SOLICITATION ISSUE DATE 8/13/2015					
7. FOR SOLICITATION INFORMATION CALL:		a. NAME Allen L. Smith (allen.smith3@va.gov)				b. TELEPHONE NO. (No Collect Calls) 240-215-1681		8. OFFER DUE DATE/LOCAL TIME 8/26/2015 5:00 PM ET					
9. ISSUED BY Strategic Acquisition Center - Frederick Department of Veterans Affairs 321 Ballenger Center Drive, Suite 125 Frederick MD 21703				10. THIS ACQUISITION IS <input checked="" type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS		<input type="checkbox"/> UNRESTRICTED OR <input checked="" type="checkbox"/> SET ASIDE: 100 % FOR: <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM NAICS: 541611 <input type="checkbox"/> EDWOSB SIZE STANDARD: \$15 Million <input type="checkbox"/> 8(A)							
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input checked="" type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS		13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) <input type="checkbox"/>		13b. RATING N/A		14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input checked="" type="checkbox"/> RFP					
15. DELIVER TO Informatics Research and Design Center Department of Veterans Affairs (08) VHA Office of Human Factors Engineering 2817 West End Ave., Suite 200 Nashville, TN 37203				16. ADMINISTERED BY Strategic Acquisition Center - Frederick Department of Veterans Affairs 321 Ballenger Center Drive, Suite 125 Frederick MD 21703									
17a. CONTRACTOR/OFFEROR		CODE		FACILITY CODE		18a. PAYMENT WILL BE MADE BY Department of Veterans Affairs Financial Services Center PO Box 149971 Austin TX 78971							
TELEPHONE NO.		DUNS:		DUNS+4:		PHONE:		FAX:					
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER				18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM									
19. ITEM NO.		20. See CONTINUATION Page SCHEDULE OF SUPPLIES/SERVICES				21. QUANTITY		22. UNIT		23. UNIT PRICE		24. AMOUNT	
		Request for Proposal (RFP) for Veterans Health (VHA) Human Factors Engineering (HFE) Participant Recruitment See attached B.2 PRICE SCHEDULE and B.3 PERFORMANCE WORK STATEMENT for details. (Use Reverse and/or Attach Additional Sheets as Necessary)											
25. ACCOUNTING AND APPROPRIATION DATA See CONTINUATION Page								26. TOTAL AWARD AMOUNT (For Govt. Use Only)					
<input checked="" type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA <input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.													
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4, FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED													
<input checked="" type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 1 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED						<input type="checkbox"/> 29. AWARD OF CONTRACT: REF. OFFER DATED YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN IS ACCEPTED AS TO ITEMS:							
30a. SIGNATURE OF OFFEROR/CONTRACTOR						31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)							
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)				30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) Lora Gross Contracting Officer				31c. DATE SIGNED			

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SECTION B - CONTINUATION OF SF 1449 BLOCKS

B.1 CONTRACT ADMINISTRATION DATA

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

1. CONTRACT ADMINISTRATION:

All contract administration matters will be handled by the following individuals:

CONTRACTOR:

DUNS:

TIN:

CAGE:

GOVERNMENT:

Lora Gross, Contracting Officer
Strategic Acquisition Center - Frederick
Department of Veterans Affairs
321 Ballenger Center Drive, Suite 125
Frederick, MD 21703

2. CONTRACTOR REMITTANCE ADDRESS:

All payments by the Government to the contractor will be made in accordance with:

☒ 52.232-34, Payment by Electronic Funds Transfer - Other than System for Award Management (SAM), or

☐ 52.232-36, Payment by Third Party

3. INVOICES:

Invoices shall be submitted in arrears:

- a. Quarterly ☐
- b. Semi-Annually ☐
- c. Other ☒ Monthly in arrears based on actual services provided and deliverables accepted

4. CONTRACTOR INVOICING INSTRUCTIONS:

*** The IFCAP Purchase Order number: [To Be Provided at Time of Award] MUST be included on all invoices.

*** The Contract/Order number: [To Be Provided at Time of Award] MUST be included on all invoices.

Program Office POC: [To Be Provided at Time of Award]

Contracting Officer's Representative (COR): [To Be Provided at Time of Award]

Contracting POC: [To Be Provided at Time of Award]

TUNGSTEN (fka OB10) ELECTRONIC INVOICE SUBMISSION

FSC e-INVOICE PROGRAM THRU AUSTIN PORTAL

FSC MANDATORY ELECTRONIC INVOICE SUBMISSION FOR AUSTIN PAYMENTS

Vendor Electronic Invoice Submission Methods:

Fax, email and scanned documents are not acceptable forms of submission for payment requests. Electronic form means an automated system transmitting information electronically according to the accepted data transmissions below.

- VA's Electronic Invoice Presentment and Payment System – The Financial Services Center (FSC) in Austin, TX uses a third-party contractor, Tungsten, to transition vendors from paper to electronic invoice submission. Please go to this website: <http://www.tungsten-network.com/US/en/veterans-affairs/> to begin submitting electronic invoices, free of charge.
- A system that conforms to the X12 electronic data interchange (EDI) formats established by the Accredited Standards Center (ASC) chartered by the American National Standards Institute (ANSI). The X12 EDI Web site is <http://www.x12.org>.

Vendor e-invoice Set-up information:

Please contact Tungsten at the phone number or email address listed below to begin submitting your electronic invoices to the VA Financial Services Center in Austin, TX for payment processing. If you have questions about the payment status of a properly submitted invoice, the e-invoicing program, or Tungsten, please contact the FSC at the phone number or email address listed below.

- Tungsten e-Invoice setup information: 1-877-489-6135
- Tungsten e-Invoice email: VA.Registration@tungsten-network.com
- VA TUNGSTEN Number: AAA544240062
- FSC e-Invoice contact information: 1-877-353-9791
- FSC e-Invoice email: vafscshd@va.gov
- <http://www.fsc.va.gov/einvoice.asp>

COMMUNICATIONS:

- <https://www.federalregister.gov/articles/2012/11/27/2012-28612/va-acquisition-regulation-electronic-submission-of-payment-requests>
- <http://fcw.com/articles/2012/11/27/va-epayments.aspx?s=fcwdaily>

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

AMENDMENT NO	DATE
_____	_____
_____	_____
_____	_____

6. LIMITATIONS ON SUBCONTRACTING-- MONITORING AND COMPLIANCE (JUN 2011)

This solicitation includes FAR 52.219-6 Notice of Small Business Set-Aside and 52.219-14 Limitations on Subcontracting. Accordingly, any contract resulting from this solicitation will include these clauses. The contractor is advised in performing contract administration functions, the CO may use the services of a support contractor(s) retained by VA to assist in assessing the contractor's compliance with the limitations on subcontracting or percentage of work performance requirements specified in the clause. To that end, the support contractor(s) may require access to contractor's offices where the contractor's business records or other proprietary data are retained and to review such business records regarding the contractor's compliance with this requirement. All support contractors conducting this review on behalf of VA will be required to sign an "Information Protection and Non-Disclosure and Disclosure of Conflicts of Interest Agreement" to ensure the contractor's business records or other proprietary data reviewed or obtained in the course of assisting the CO in assessing the contractor for compliance are protected to ensure information or data is not improperly disclosed or other impropriety occurs. Furthermore, if VA determines any services the support contractor(s) will perform in assessing compliance are advisory and assistance services as defined in FAR 2.101, Definitions, the support contractor(s) must also enter into an agreement with the contractor to protect proprietary information as required by FAR 9.505-4, obtaining access to proprietary information, paragraph (b). The contractor is required to cooperate fully and make available any records as may be required to enable the CO to assess the contractor's compliance with the limitations on subcontracting or percentage of work performance requirement.

7. SUBCONTRACTING COMMITMENTS – MONITORING AND COMPLIANCE:

This solicitation includes VAAR 852.215-70, Service-Disabled Veteran-Owned and Veteran-Owned Small Business Evaluation Factors, and VAAR 852.215-71, Evaluation Factor Commitments. Accordingly, any contract resulting from this solicitation will include these clauses. The Contractor is advised in performing contract administration functions, the CO may use the services of a support contractor(s) to assist in assessing contractor compliance with the subcontracting

commitments incorporated into the contract. To that end, the support contractor(s) may require access to the contractor's business records or other proprietary data to review such business records regarding contract compliance with this requirement. All support contractors conducting this review on behalf of the VA will be required to sign an "Information Protection and Non-Disclosure and Disclosure of Conflicts of Interest Agreement" to ensure the contractor's business records or other proprietary data reviewed or obtained in the course of assisting the CO in assessing the contractor for compliance are protected to ensure information or data are not improperly disclosed or other impropriety occurs. Furthermore, if VA determines any services the support contractor(s) will perform in assessing compliance are advisory and assistance services as defined in FAR 2.101, Definitions, the support contractor(s) must also enter into an agreement with the contractor to protect proprietary information as required by FAR 9.505-4, obtaining access to proprietary information, paragraph (b). The contractor is required to cooperate fully and make available any records as may be required to enable the CO to assess the contractor compliance with the subcontracting commitments.

B.2 PRICE SCHEDULE

Base Period of Performance: September 28, 2015 – September 27, 2016
(Anticipated Dates--Actual dates will be completed at time of award.)
(Optional CLINs: See B.3 PERFORMANCE WORK STATEMENT, 3.1.1)

CLIN	Description	Qty.	Unit	Unit Price	Total
Task One: Project Management and Preparation					
0001	Deliverable 1A Kick-off Call per PWS Section 4.1.1: Post-award Conference Participation and Meeting Notes	1	EA	\$ _____	\$ _____
0002	Deliverable 1B Contractor Project Management Planning per PWS Section 4.1.2: Contractor Project Management Plan (CPMP) with Updates	1	EA	\$ _____	\$ _____
Task Two: Study Recruitment and Coordination					
0003	Deliverable 2A Participant Recruitment per PWS Section 4.2.1: Test Session Schedule-Medical Characteristics	4	EA	\$ _____	\$ _____
0004	Deliverable 2B Participant Recruitment per PWS Section 4.2.1: Test Session Schedule-Non-Medical Characteristics	20	EA	\$ _____	\$ _____
0005	Deliverable 2C Participant Recruitment per PWS Section 4.2.1: Signed Copies of Participant Agreement	24	EA	\$ _____	\$ _____
0006	Deliverable 2D Participant Recruitment per PWS Section 4.2.1: Copies of all Planned Communications with Study Participants	24	EA	\$ _____	\$ _____

0007	Deliverable 2E Participant Recruitment per PWS Section 4.2.1: Answers to Screening Questionnaire	24	EA	\$_____	\$_____
0008	Deliverable 2F Study Coordination and Support per PWS Section 4.2.2: Completed Checklist	24	EA	\$_____	\$_____
0009	Deliverable 2G Study Coordination and Support per PWS Section 4.2.2: Notes	24	EA	\$_____	\$_____
0010	Deliverable 2H Study Coordination and Support per PWS Section 4.2.2: Audio/Video Files	24	EA	\$_____	\$_____
0011	Deliverable 2I Study Coordination and Support per PWS Section 4.2.2: Payment Record	24	EA	\$_____	\$_____
Base Period Optional Tasks					
0012	OPTIONAL Deliverable 3A Optional Task per PWS Section 4.3: One Optional Study Support Bundle- Non-Medical Characteristics	1	EA	\$_____	\$_____
0013	OPTIONAL Deliverable 3B Optional Task per PWS Section 4.3: One Optional Study Support Bundle- Non-Medical Characteristics	1	EA	\$_____	\$_____
0014	OPTIONAL Deliverable 3C Optional Task per PWS Section 4.3: One Optional Study Support Bundle- Non-Medical Characteristics	1	EA	\$_____	\$_____

0015	OPTIONAL Deliverable 3D Optional Task per PWS Section 4.3: One Optional Study Support Bundle- Non-Medical Characteristics	1	EA	\$_____	\$_____
0016	OPTIONAL Deliverable 3E Optional Task per PWS Section 4.3: One Optional Study Support Bundle- Non-Medical Characteristics	1	EA	\$_____	\$_____
0017	OPTIONAL Deliverable 3F Optional Task per PWS Section 4.3: One Optional Study Support Bundle- Non-Medical Characteristics	1	EA	\$_____	\$_____
0018	OPTIONAL Deliverable 3G Optional Task per PWS Section 4.3: One Optional Study Support Bundle- Non-Medical Characteristics	1	EA	\$_____	\$_____
0019	OPTIONAL Deliverable 3H Optional Task per PWS Section 4.3: One Optional Study Support Bundle- Non-Medical Characteristics	1	EA	\$_____	\$_____
0020	OPTIONAL Deliverable 3I Optional Task per PWS Section 4.3: One Optional Study Support Bundle- Non-Medical Characteristics	1	EA	\$_____	\$_____
0021	OPTIONAL Deliverable 3J Optional Task per PWS Section 4.3: One Optional Study Support Bundle- Non-Medical Characteristics	1	EA	\$_____	\$_____

0022	OPTIONAL Deliverable 3K Optional Task per PWS Section 4.3: One Optional Study Support Bundle- Non-Medical Characteristics	1	EA	\$_____	\$_____
0023	OPTIONAL Deliverable 3L Optional Task per PWS Section 4.3: One Optional Study Support Bundle- Non-Medical Characteristics	1	EA	\$_____	\$_____
0024	OPTIONAL Deliverable 3M Optional Task per PWS Section 4.3: One Optional Study Support Bundle- Medical Characteristics	1	EA	\$_____	\$_____
0025	OPTIONAL Deliverable 3N Optional Task per PWS Section 4.3: One Optional Study Support Bundle- Medical Characteristics	1	EA	\$_____	\$_____
0026	OPTIONAL Deliverable 3O Optional Task per PWS Section 4.3: One Optional Study Support Bundle- Medical Characteristics	1	EA	\$_____	\$_____
0027	OPTIONAL Deliverable 3P Optional Task per PWS Section 4.3: One Optional Study Support Bundle- Medical Characteristics	1	EA	\$_____	\$_____
Other Direct Costs (ODCs)- See Table 1: Participant Honorariums					
0028	Other Direct Costs For Participant Remuneration – Not to Exceed (NTE) Amount provided by Government.	1	LT	<u>\$14,010.00</u>	<u>\$14,010.00</u>
0029	Other Direct Costs For Participant Remuneration –Optional CLINs NTE Amount provided by Government.	1	LT	<u>\$9,345.00</u>	<u>\$9,345.00</u>
		Total Base Mandatory (w/ ODCs)			\$_____
		Total Optional CLINs			\$_____
		Base Period Total			\$_____

Option Period One

Period of Performance: September 28, 2016 – September 27, 2017
(Anticipated Dates--Actual dates will be completed at time of award.)
(Optional CLINs: See B.3 PERFORMANCE WORK STATEMENT, 3.1.1)

CLIN	Description	Qty.	Unit	Unit Price	Total
Task One: Project Management and Preparation					
1002	Deliverable 1B Contractor Project Management Planning per PWS Section 4.1.2: Contractor Project Management Plan (CPMP) with Updates	1	EA	\$_____	\$_____
Task Two: Study Recruitment and Coordination					
1003	Deliverable 2A Participant Recruitment per PWS Section 4.2.1: Test Session Schedule-Medical Characteristics	4	EA	\$_____	\$_____
1004	Deliverable 2B Participant Recruitment per PWS Section 4.2.1: Test Session Schedule-Non-Medical Characteristics	20	EA	\$_____	\$_____
1005	Deliverable 2C Participant Recruitment per PWS Section 4.2.1: Signed Copies of Participant Agreement	24	EA	\$_____	\$_____
1006	Deliverable 2D Participant Recruitment per PWS Section 4.2.1: Copies of all Planned Communications with Study Participants	24	EA	\$_____	\$_____
1007	Deliverable 2E Participant Recruitment per PWS Section 4.2.1: Answers to Screening Questionnaire	24	EA	\$_____	\$_____

1008	Deliverable 2F Study Coordination and Support per PWS Section 4.2.2: Completed Checklist	24	EA	\$ _____	\$ _____
1009	Deliverable 2G Study Coordination and Support per PWS Section 4.2.2: Notes	24	EA	\$ _____	\$ _____
1010	Deliverable 2H Study Coordination and Support per PWS Section 4.2.2: Audio/Video Files	24	EA	\$ _____	\$ _____
1011	Deliverable 2I Study Coordination and Support per PWS Section 4.2.2: Payment Record	24	EA	\$ _____	\$ _____
Option Period One Optional Tasks					
1012	OPTIONAL Deliverable 3A Optional Task per PWS Section 4.3: One Optional Study Support Bundle- Non-Medical Characteristics	1	EA	\$ _____	\$ _____
1013	OPTIONAL Deliverable 3B Optional Task per PWS Section 4.3: One Optional Study Support Bundle- Non-Medical Characteristics	1	EA	\$ _____	\$ _____
1014	OPTIONAL Deliverable 3C Optional Task per PWS Section 4.3: One Optional Study Support Bundle- Non-Medical Characteristics	1	EA	\$ _____	\$ _____
1015	OPTIONAL Deliverable 3D Optional Task per PWS Section 4.3: One Optional Study Support Bundle- Non-Medical Characteristics	1	EA	\$ _____	\$ _____

1016	OPTIONAL Deliverable 3E Optional Task per PWS Section 4.3: One Optional Study Support Bundle- Non-Medical Characteristics	1	EA	\$_____	\$_____
1017	OPTIONAL Deliverable 3F Optional Task per PWS Section 4.3: One Optional Study Support Bundle- Non-Medical Characteristics	1	EA	\$_____	\$_____
1018	OPTIONAL Deliverable 3G Optional Task per PWS Section 4.3: One Optional Study Support Bundle- Non-Medical Characteristics	1	EA	\$_____	\$_____
1019	OPTIONAL Deliverable 3H Optional Task per PWS Section 4.3: One Optional Study Support Bundle- Non-Medical Characteristics	1	EA	\$_____	\$_____
1020	OPTIONAL Deliverable 3I Optional Task per PWS Section 4.3: One Optional Study Support Bundle- Non-Medical Characteristics	1	EA	\$_____	\$_____
1021	OPTIONAL Deliverable 3J Optional Task per PWS Section 4.3: One Optional Study Support Bundle- Non-Medical Characteristics	1	EA	\$_____	\$_____
1022	OPTIONAL Deliverable 3K Optional Task per PWS Section 4.3: One Optional Study Support Bundle- Non-Medical Characteristics	1	EA	\$_____	\$_____

1023	OPTIONAL Deliverable 3L Optional Task per PWS Section 4.3: One Optional Study Support Bundle- Non-Medical Characteristics	1	EA	\$_____	\$_____
1024	OPTIONAL Deliverable 3M Optional Task per PWS Section 4.3: One Optional Study Support Bundle- Medical Characteristics	1	EA	\$_____	\$_____
1025	OPTIONAL Deliverable 3N Optional Task per PWS Section 4.3: One Optional Study Support Bundle- Medical Characteristics	1	EA	\$_____	\$_____
1026	OPTIONAL Deliverable 3O Optional Task per PWS Section 4.3: One Optional Study Support Bundle- Medical Characteristics	1	EA	\$_____	\$_____
1027	OPTIONAL Deliverable 3P Optional Task per PWS Section 4.3: One Optional Study Support Bundle- Medical Characteristics	1	EA	\$_____	\$_____
Other Direct Costs (ODCs)- See Table 1: Participant Honorariums					
1028	Other Direct Costs For Participant Remuneration – NTE Amount provided by Government.	1	LT	<u>\$14,010.00</u>	<u>\$14,010.00</u>
1029	Other Direct Costs For Participant Remuneration –Optional CLINs NTE Amount provided by Government.	1	LT	<u>\$9,345.00</u>	<u>\$9,345.00</u>
		Total Option One Mandatory (w/ ODCs)			\$_____
		Total Option One Optional CLINs			\$_____
		Option Period One Total			\$_____

Option Period Two

Period of Performance: September 28, 2017 – September 27, 2018
(Anticipated Dates--Actual dates will be completed at time of award.)
(Optional CLINs: See B.3 PERFORMANCE WORK STATEMENT, 3.1.2)

CLIN	Description	Qty.	Unit	Unit Price	Total
Task One: Project Management and Preparation				NSP	NSP
2002	Deliverable 1B Contractor Project Management Planning per PWS Section 4.1.2: Contractor Project Management Plan (CPMP) with Updates	1	EA	\$_____	\$_____
Task Two: Study Recruitment and Coordination					
2003	Deliverable 2A Participant Recruitment per PWS Section 4.2.1: Test Session Schedule-Medical Characteristics	4	EA	\$_____	\$_____
2004	Deliverable 2B Participant Recruitment per PWS Section 4.2.1: Test Session Schedule-Non-Medical Characteristics	20	EA	\$_____	\$_____
2005	Deliverable 2C Participant Recruitment per PWS Section 4.2.1: Signed Copies of Participant Agreement	24	EA	\$_____	\$_____
2006	Deliverable 2D Participant Recruitment per PWS Section 4.2.1: Copies of all Planned Communications with Study Participants	24	EA	\$_____	\$_____
2007	Deliverable 2E Participant Recruitment per PWS Section 4.2.1: Answers to Screening Questionnaire	24	EA	\$_____	\$_____

2008	Deliverable 2F Study Coordination and Support per PWS Section 4.2.2: Completed Checklist	24	EA	\$ _____	\$ _____
2009	Deliverable 2G Study Coordination and Support per PWS Section 4.2.2: Notes	24	EA	\$ _____	\$ _____
2010	Deliverable 2H Study Coordination and Support per PWS Section 4.2.2: Audio/Video Files	24	EA	\$ _____	\$ _____
2011	Deliverable 2I Study Coordination and Support per PWS Section 4.2.2: Payment Record	24	EA	\$ _____	\$ _____
Base Period Optional Tasks					
2012	OPTIONAL Deliverable 3A Optional Task per PWS Section 4.3: One Optional Study Support Bundle- Non-Medical Characteristics	1	EA	\$ _____	\$ _____
2013	OPTIONAL Deliverable 3B Optional Task per PWS Section 4.3: One Optional Study Support Bundle- Non-Medical Characteristics	1	EA	\$ _____	\$ _____
2014	OPTIONAL Deliverable 3C Optional Task per PWS Section 4.3: One Optional Study Support Bundle- Non-Medical Characteristics	1	EA	\$ _____	\$ _____
2015	OPTIONAL Deliverable 3D Optional Task per PWS Section 4.3: One Optional Study Support Bundle- Non-Medical Characteristics	1	EA	\$ _____	\$ _____

2016	OPTIONAL Deliverable 3E Optional Task per PWS Section 4.3: One Optional Study Support Bundle- Non-Medical Characteristics	1	EA	\$_____	\$_____
2017	OPTIONAL Deliverable 3F Optional Task per PWS Section 4.3: One Optional Study Support Bundle- Non-Medical Characteristics	1	EA	\$_____	\$_____
2018	OPTIONAL Deliverable 3G Optional Task per PWS Section 4.3: One Optional Study Support Bundle- Non-Medical Characteristics	1	EA	\$_____	\$_____
2019	OPTIONAL Deliverable 3H Optional Task per PWS Section 4.3: One Optional Study Support Bundle- Non-Medical Characteristics	1	EA	\$_____	\$_____
2020	OPTIONAL Deliverable 3I Optional Task per PWS Section 4.3: One Optional Study Support Bundle- Non-Medical Characteristics	1	EA	\$_____	\$_____
2021	OPTIONAL Deliverable 3J Optional Task per PWS Section 4.3: One Optional Study Support Bundle- Non-Medical Characteristics	1	EA	\$_____	\$_____
2022	OPTIONAL Deliverable 3K Optional Task per PWS Section 4.3: One Optional Study Support Bundle- Non-Medical Characteristics	1	EA	\$_____	\$_____

2023	OPTIONAL Deliverable 3L Optional Task per PWS Section 4.3: One Optional Study Support Bundle- Non-Medical Characteristics	1	EA	\$_____	\$_____
2024	OPTIONAL Deliverable 3M Optional Task per PWS Section 4.3: One Optional Study Support Bundle- Medical Characteristics	1	EA	\$_____	\$_____
2025	OPTIONAL Deliverable 3N Optional Task per PWS Section 4.3: One Optional Study Support Bundle- Medical Characteristics	1	EA	\$_____	\$_____
2026	OPTIONAL Deliverable 3O Optional Task per PWS Section 4.3: One Optional Study Support Bundle- Medical Characteristics	1	EA	\$_____	\$_____
2027	OPTIONAL Deliverable 3P Optional Task per PWS Section 4.3: One Optional Study Support Bundle- Medical Characteristics	1	EA	\$_____	\$_____
Other Direct Costs (ODCs)- See Table 1: Participant Honorariums					
2028	Other Direct Costs For Participant Remuneration – Not to Exceed (NTE) Amount provided by Government.	1	LT	<u>\$14,010.00</u>	<u>\$14,010.00</u>
2029	Other Direct Costs For Participant Remuneration –Optional CLINs NTE Amount provided by Government.	1	LT	<u>\$9,345.00</u>	<u>\$9,345.00</u>
		Total Option Two Mandatory (w/ ODCs)			\$_____
		Total Option Two Optional CLINs			\$_____
		Option Period Two Total			\$_____
		Total Contract Value (Base + All Options)			\$_____

B.3 PERFORMANCE WORK STATEMENT (PWS)

HUMAN FACTORS ENGINEERING PARTICIPANT RECRUITMENT

1.0 BACKGROUND

The Human Factors Engineering (HFE) directorate exists within the Veterans Health Administration (VHA), Office of Informatics and Analytics (OIA), Health Informatics (HI) division. HFE seeks to increase awareness and application of human factors principles, improving performance and safety of VHA health information systems by optimizing the VHA end-user experience. HFE offers user-centered design services (including user interface design and usability assessments) for web-based and mobile products. A mechanism for obtaining feedback on prototype software from a diverse population of Veterans is critical to ensure that the resources being developed are helpful and relevant to their intended audience(s). Best practice in the area of user centered design encourages end-user feedback at all stages of product development.

2.0 SCOPE OF WORK

VHA HFE requires commercial services to facilitate recruitment of Veterans who are available to participate in studies and provide substantive feedback regarding new web-based and mobile products being developed by the VHA and its organizational partners.

For this PWS:

- 'Study' will be used in a broad sense: Use of one or more usability methods, involving Veteran participants, to garner feedback from potential end users. Sample study methods include screen reviews, focus groups, and usability studies. A mix of face-to-face and virtual methods will be employed to conduct studies. A study will have a maximum of nine participants.
- 'Session' is a single event attended by one or more participants. For example, a focus group study could consist of a single session with nine participants, where a usability study could consist of nine sessions with a single participant in each.
- 'Medical characteristics' include items such as history of pressure ulcer, use of mental health services, or Post Traumatic Stress Disorder (PTSD) diagnosis that require clinician interaction and are detailed in a medical record.
- 'Non-medical characteristics' include demographics and other traits such as age, gender, smartphone ownership, parental status, location of residence, and period of service that might be considered in provision of care but do not on their own result in clinician interaction.
- 'Participant', 'Veteran', and 'Veteran Participant' are interchangeable and refer to the individuals recruited to participate and provide feedback.

The contractor shall perform the following:

As study needs arise, the contractor will recruit participants based on study-specific criteria. Some studies will require participants with certain medical characteristics. Participants may need to directly interact with the software prototype module in person

or through a web conferencing platform, either individually or with other study participants. Study methodologies used will vary, but will most often be focus groups or one-on-one usability tests where participant feedback will be solicited on aspects such as software capabilities, user interface elements, and workflow. Studies will require, on average, nine participants. Studies are concluded by asking participants to complete one or two short surveys or evaluations. The contractor will not manage this data collection, but will include an HFE-developed Survey Monkey link in the electronic pre-test session communications. For studies where Office of Management and Budget (OMB) approval is needed, the contractor shall develop the required documentation (OMB Generic Clearance for the Collection of Qualitative Feedback on Agency Service Delivery, and the VA Generic Fast-Track Clearance Request), and HFE will obtain approval. The contractor shall be responsible for screening, recruiting, and scheduling Veterans for studies and for coordinating and documenting the studies. The Government is responsible for facilitating all studies.

It is estimated that two studies will occur each month, with the option of up to 16 additional studies conducted in a given year. VA-owned space in Nashville, TN shall be used to host face-to-face studies and HFE staff will support audio and visual (A/V) needs for studies conducted at this location. The contractor shall provide coordination for virtual studies including technological (e.g., downloading and testing of web conferencing software with study participants) and A/V support. The contractor shall supply web conferencing tools for use in virtual studies that will work both within and outside the VA's network. The virtual study tool must have a chat feature for the contractor and any observers (e.g., business owner or other HFE team member) to communicate with the HFE facilitator. It will also provide an easy mechanism for 'tagging' recordings (i.e. marking areas of specific import for future ease of reviewing).

Participant recruitment will be based on individual study needs. Participant characteristics will always include non-medical criteria; additionally some will include medical criteria. The Government anticipates that four of the studies in each contract year will include medical characteristics and 20 will involve recruitment based solely on non-medical characteristics.

The contractor is responsible for working with HFE-provided study support materials. This includes the Participation Agreement template, to be completed once by each Veteran participant. Stipulations include:

- All participants must agree to keep their contact information up-to-date if they are interested in future participation.
- Participants will be asked if their names can be kept on file for potential future participation.
- Participants must agree to be recorded (audio and video) in the event that the study protocol calls for that. Participants will be asked to sign an A/V release each time a recording is needed for a study.
- Participants must be able to speak and understand English.
- Studies can be expected to be performed between 8:00 a.m. and 6:00 p.m. Eastern time, Monday-Friday, excluding Federal holidays.

HFE will provide the contractor a screening questionnaire that will be used to collect information that can be used not only to describe participants but also to build a pool of participants willing to be considered for future studies. Demographic information collected as part of the screener must be provided to the Government within three business days following the conclusion of a study. HFE will provide the contractor a checklist to track the completion of tasks in support of each study. The completed checklist must be returned to the Government.

The contractor will also be responsible for compensating participants, who will receive an honorarium, as outlined in Table 1, for participating in each study and providing feedback, either verbal or written/taped, regarding the prototype or product. Finally, the contractor is to provide notes to HFE from study sessions. The contractor is expected to provide notes for all sessions, regardless of study method used. On-site presence in Nashville is not required, as notes can be taken virtually by coordinating with the facilitator (e.g. the facilitator would note who is speaking in a focus group in order to help with correct attribution of feedback. There will never be more than one session conducted at any given time.

3.0 PERFORMANCE DETAILS

3.1 PERFORMANCE PERIOD

The period of performance shall be from date of award for a base year of 12-months plus two 12-month options. Optional CLINs may be exercised unilaterally at the Government's discretion in accordance with C.6 OPTION FOR ADDITIONAL SERVICES—SEPARATELY PRICED LINE ITEMS.

3.1.1 Optional Tasks (Base Period and Option Period One):

Date CLIN exercised +six weeks

3.1.2 Optional Tasks (Option Period Two):

Date CLIN exercised +six weeks, with last day to exercise Optional CLINs six weeks prior to Option Period Two end date.

3.2 PLACE OF PERFORMANCE

Tasks under this PWS shall be performed at the contractor facilities. The contractor shall also be responsible for the coordination of face-to-face studies to be held at the VA Location in Nashville, TN.

3.3 TRAVEL

Travel is not anticipated under this contract.

3.4 OTHER DIRECT COSTS (ODCs)

ODCs for participant honorarium will be reimbursed at the contractor's cost. Each contractor invoice must include copies of all receipts that support the ODCs claimed in the invoice and written substantiation for the incurred costs. ODCs shall not exceed \$14,010.00 for base studies in each year of the contract with an additional \$9,345.00 available each year to support 16 optional tasks (if exercised).

4.0 SPECIFIC TASKS AND DELIVERABLES

The contractor shall perform the following:

4.1 TASK ONE: PROJECT MANAGEMENT AND PREPARATION

4.1.1 KICK-OFF CALL

Within five business days of contract award, the contractor will participate in a kick off meeting to include HFE and the Contracting Officers Representative (COR). The purpose of the call is to review the Project Management Plan (in draft form).

Deliverable 1A: Participation and Kick-off Meeting Minutes

4.1.2 CONTRACTOR PROJECT MANAGEMENT PLANNING

The contractor shall deliver a contractor Project Management Plan (CPMP) that lays out the contractor's approach, timeline and tools to be used in execution of the contract. The CPMP should take the form of both a narrative and graphic format that displays the schedule, milestones, risks and resource support. The CPMP shall also include how the contractor shall coordinate and execute planned, routine, and ad hoc data collection reporting requests as identified within the PWS. The initial baseline CPMP shall be concurred upon within five business days of contract Kick off Meeting by the Program Manager (PM) and the COR. The contractor shall update and maintain the VA approved CPMP throughout the period of performance.

Deliverable 1B: Contractor Project Management Plan (CPMP)

4.2 TASK TWO: STUDY RECRUITMENT AND COORDINATION

4.2.1 PARTICIPANT RECRUITMENT

The contractor shall be responsible for recruiting Veterans to meet study needs. For each study, HFE will provide the contractor with a list of participant characteristics needed, dates and times in which the study sessions will take place, and a list of scheduling slots. Studies will require nine or fewer participants and will typically last around one hour. Approximately 90% of the studies will be 1:1 rather than in a group setting. Additionally, most studies will involve non-medical characteristics only.

For the Option years, study recruitment requirements do not change.

Deliverable 2A: Test Session Schedule--Medical Characteristics

Deliverable 2B: Test Session Schedule--Non-Medial Characteristics

For each study, the contractor will produce a list of Veterans who meet the study eligibility criteria and schedule them into available slots. The contractor shall provide the schedule (2A or 2B, dependent on study requirements) to HFE a minimum of five business days before the first study session. If there is a cancellation, the contractor will work with HFE on options to fill the open slot(s) or continue testing with a smaller number of participants.

Deliverable 2C: Signed Copies of the Participant Agreement-

The contractor is responsible for supplying participants with the accepted Participation Agreement (Attachment A) and collecting the signed version prior to a Veteran participating in a study. (Each Veteran only needs to submit once, prior to their first participation.) The contractor will store paper copies in accordance with VA's Records and Information Management Policy, VA Directive 6300 and provide electronic copies of all signed participant agreements to HFE using an established, contractor provided file transfer protocol (FTP) for the transfer of files that contain confidential or sensitive information.

Deliverable 2D: Copies of all Planned Communications with Study Participants-

Contractor shall prepare and submit a written draft of its planned communications with study participants. HFE will approve the content of the communications in advance of the contractor contacting the participants.

Deliverable 2E: Answers to Screening Questionnaire-

Prior to the study, the contractor shall work with the participant to obtain answers to the questions in the Screening Questionnaire (Attachment B). In most cases, these questions will only need to be answered by each Veteran once, prior to their first participation. These shall be maintained by the contractor for the duration of the contract (in order to aid future recruitment). Participant responses to screening questions shall be submitted to the Government following that study. If a Veteran participates in a subsequent study(ies), the contractor shall review the questionnaire responses with the participant, and update as needed.

4.2.2 STUDY COORDINATION AND SUPPORT

The contractor shall coordinate all aspects of each study session, face-to-face or virtual, including scheduling the participants, obtaining consent for recording (if needed), processing payments, and completing documentation (e.g., OMB) as needed for each study per the Study Checklist (Attachment C).

For face-to-face studies in Nashville, TN, the contractor shall provide directions and parking information to participants.

For virtual studies, the contractor shall:

- Send out session access information;
- Distribute study information sheets;
- Distribute electronic workbooks or other materials as the Government determines are appropriate;

- Set up and test technical connections for virtual studies, including providing web conferencing software for conducting the sessions, and ensuring participants are able to utilize the web tool on the day of the test session.

The contractor shall provide individualized familiarization and training of the web conferencing software on a case-by-case basis for those participants who either request it or experience difficulties in a trial / dry-run as needed in order for them to participate in a study. The contractor is also responsible for recording virtual sessions. NOTE: Recordings will consist of audio (all studies) and participant interaction with the product being studied (e.g., mouse clicks, keypad touches). At no time will participant faces be recorded.

HFE staff will moderate all sessions. The contractor shall provide electronic summary notes that capture participant comments, new ideas, key themes, and discussion points. Study notes shall be provided in addition to session recordings and electronic workbooks completed by participants, when required.

All participants who complete the studies shall be compensated based on length of session and whether participants are required to drive to the test site. Reimbursements are documented in Table 1 below. For face to face study reimbursement, the contractor is to calculate mileage following FAR 31.205-46 for reimbursement based on independent verification of distances involved. Participants should receive honorarium and travel reimbursement in one combined payment.

Table 1: Participant Honorariums

Study Type	Study Duration		
	1 – 1.5 hours	1.5 – 2 hours	2 hours +
Virtual	\$50	\$60	\$75
Face to Face	\$50 + travel money (not to exceed \$25)	\$60 + travel money (not to exceed \$25)	\$75 + travel money (not to exceed \$25)

For the Option years, study recruitment requirements do not change.

For each study, the contractor shall produce:

Deliverable 2F: Completed Checklist-

At least three business days prior to the study, the contractor will confirm with HFE that these tasks are complete by submitting a completed study checklist (IAW 4.1.3.C) using the approved template.

Deliverable 2G: Notes-

The contractor shall take notes for all studies (virtual and face-to-face). The notes shall be provided electronically to HFE within three business days following the final participant session. Notes shall be captured in real time during the

studies and then summarized to identify key themes and important points. The Government does not anticipate the need to review A/V files following a study in order to produce the notes.

Deliverable 2H: Audio/Video (A/V) files-

For virtual studies only, the contractor will create and maintain full webinar A/V recordings of each test session per VA Directive 6300, Records and Information Management, and provide viewing access to HFE within two business days of the study. The recordings shall be marked and noted at any significant or requested points, as indicated by HFE during the session using the virtual session chat feature. Recordings must be viewable from within the VHA network.

Deliverable 2I: Payment Record-

For each study, the contractor is responsible for disbursing honorarium payments to participants promptly following each session in which they participate. Within five business days of the session, the contractor shall send out payments to the participants and provide HFE with a list of payments issued.

4.3 OPTIONAL TASKS

Optional tasks will be exercised at the Government's discretion. The Government requires the option to add up to 16 studies during each contract year (including base plus any option years), four involving "medical" characteristics and 12 involving only non-medical characteristics. The tasks associated with these optional studies will follow the same pattern and timeframe/due dates as those of required tasks. The dates will be specified at the time the option is exercised. If an optional CLIN is exercised, contractor shall deliver on study support bundle, non-medical or medical, dependent on study requirements.

Deliverables 3A-3L: Study Support Bundle (Non-Medical Characteristics)

For each optional task the Government purchases, the contractor shall produce a study support bundle, inclusive of:

- Deliverable 2B Test Session Schedule- Non-Medical Characteristics
- Deliverable 2C Signed Copies of Participation Agreement
- Deliverable 2D Copies of Planned Communication Materials
- Deliverable 2E Answers to Screening Questionnaire
- Deliverable 2F Completed Checklist
- Deliverable 2G Notes
- Deliverable 2H A/V Files
- Deliverable 2I Payment Record

Deliverables 3M-3P: Study Support Bundle (Medical Characteristics)

For each optional task the Government purchases, the contractor shall produce a study support bundle, inclusive of:

- Deliverable 2A Test Session Schedule- Medical Characteristics
- Deliverable 2C Signed Copies of Participation Agreement
- Deliverable 2D Copies of Planned Communication Materials

Deliverable 2E Answers to Screening Questionnaire
 Deliverable 2F Completed Checklist
 Deliverable 2G Notes
 Deliverable 2H A/V Files
 Deliverable 2I Payment Record

5.0 SCHEDULE FOR DELIVERABLES

Days used in the table below refer to business days unless otherwise stated. Deliverables with due dates falling on a weekend or holiday shall be submitted the following Government work day after the weekend or holiday.

If for any reason a deliverable cannot be delivered as scheduled, the contractor is required to submit a written request for a time extension to the Contracting Officer (CO) and the COR. The request must include the reason(s) for the delay, the impact on the overall project, and the impact on the cost of the project. The CO after consultation with the COR will consider each request on the basis of its merits. The contractor is required to proceed as originally scheduled until such modification is issued. The CO is the only official authorized to make changes to the contract.

The contractor shall provide the specific deliverables described below within the performance period stated in this PWS. The contractor shall provide written deliverables in draft form to the VA COR. The VA COR will consult with the VA Program Manager (PM) and complete a review of the draft deliverable and provide feedback within ten business days from date of receipt, unless otherwise specified. The contractor shall verify receipt of the draft deliverables and request this feedback in order to address concerns and prepare the final deliverable. The VA COR, consulting with the VA PM, will provide approval for each final deliverable, or rejection of the final deliverable with summary reasons, in writing within five business days. Following notification of Government rejection, the contractor will be provided five days to resubmit the revised deliverable.

The VA COR is responsible for coordinating all Government reviews.

Task	Deliverable	Deliverable Description	Due Date	
4.1.1	1A	Minutes from Kick Off Call Electronic submission to: VA PM, COR	Base Year:	Due three business days after kickoff
4.1.2	1B	Contractor Project Management Plan Electronic submission to: VA PM, COR	Base Year:	Draft is due at time of kickoff meeting; Final is due five business days after Government feedback on draft PMP.
			Option Years:	Due on the fifth business of

Task	Deliverable	Deliverable Description	Due Date	
				the Option Period of Performance.
4.2.1	2A/ 2B	Test Session Schedule Electronic submission to: VA PM, COR	Base and Option Years:	Due minimum of five business days before study begin date.
4.2.1	2C	Signed Copies of the Participate Agreement Electronic submission to: VA PM, COR	Base and Option Years:	Due minimum of three business days before study begin date.
4.2.1	2D	Copies of all communications with study participants Electronic submission to: VA PM, COR	Base and Option Years:	Drafts are due five business days after request for study recruitment. Final is due two business days after receipt of Government comments and should then be sent to participants.
4.2.1	2E	Answers to Screening Questionnaire Electronic submission to: VA PM, COR	Base and Option Years:	Due three business days after completion of a study.
4.2.2	2F	Completed Checklist Electronic submission to: VA PM, COR	Base and Option Years:	Due minimum of three business days before study begin date.
4.2.2	2G	Notes Electronic submission to: VA PM, COR	Base and Option Years:	Due three business days after completion of a study.
4.2.2	2H	A/V from sessions Electronic submission to: VA PM, COR	Base and Option Years:	Due three business days after completion of a study.
4.2.2	2I	Payment record Electronic submission to: VA PM, COR	Base and Option Years:	Due five business days after each study session.
4.3	3A-3P	Study support bundle Electronic submission to: VA	Base and Option Years:	Study support bundle components (2A/2B-2I) due in accordance with individual

Task	Deliverable	Deliverable Description	Due Date	
		PM, COR		due dates above.

5.1 PERFORMANCE METRICS

The table below defines the Performance Standards and Acceptable Performance Levels for Objectives associated with this effort.

Performance Objective	Performance Standard	Acceptable Performance Levels	Incentive
Project Management Plan (PMP)	PMP is comprehensive and responsive to the PWS and incorporates all PWS tasks.	two or fewer errors in addressing all task areas	Incentive: Positive past performance rating reported to CPARS.
Fill study slots	Provide HFE the list of scheduled participants a minimum of 5 business days before study begin date.	90% of the time	Disincentive: Less than positive past performance rating reported to CPARS.
Recruit for study slots	Every study must meet the target number of participants (typically nine) minus two (e.g., if HFE requests nine participants, at least seven must participate).	100% of the time	The Government will not pay for services that do not conform or do not meet performance standards, or have not been properly rendered.
Provide individualized familiarization and training of the web conferencing software	Participants are able to successfully access and sustain connection to the web conferencing software at the time of test session.	95% of the time	The Contractor shall be given an opportunity to correct non-conforming services at no cost to the government if the services are non-conforming or the deliverables are unacceptable. Note however that studies are time dependent and target number of participants must be reached.
Take study notes	Accurately summarize notes from all sessions including capturing of all items "called out" by HFE during session (either verbally or through the instant message feature in web conferencing software) and submit within three business days.	100% of the time	The Contractor shall not invoice until confirmation from the COR accepting the service has been provided.

The Government may utilize a Quality Assurance Surveillance Plan (QASP) throughout the life of the contract to ensure that the contractor is performing the services required by this PWS in an acceptable manner. The Government reserves the right to alter or change the surveillance methods in the QASP at its discretion.

5.2 FACILITY/RESOURCE PROVISIONS

The contractor shall consider the COR as the final source for needed Government documentation when the contractor fails to secure the documents

by other means. The contractor is expected to use common knowledge and resourcefulness in securing all other reference materials, standard industry publications, and related materials that are pertinent to the work.

The contractor shall not transmit, store or otherwise maintain sensitive data or products in contractor systems (or media) within the VA firewall in accordance with VA Handbook 6500.6 dated March 12, 2010. All VA sensitive information shall be protected at all times in accordance with local security field office System Security Plans (SSP's) and Authority to Operate (ATO)'s for all systems/LAN's accessed while performing the tasks detailed in this PWS.

6.0 SECURITY/PRIVACY

6.1 INFORMATION SECURITY

See B.4 VA INFORMATION SECURITY for all information security requirements. The Certification & Accreditation (C&A) requirements do not apply, and a Security Accreditation package is not required.

6.2 PERSONNEL SECURITY

Contractor Personnel Security:

All contractor employees who require access to the VA computer systems shall be the subject of a background investigation and must receive a favorable adjudication from the VA Security and Investigations Center (07C). The level of background security investigation shall be in accordance with VA Directive 0710 dated June 4, 2010 and is available at:

http://www.va.gov/vapubs/search_action.cfm?dType=1 (Document 0710, Personnel Security and Suitability Program)

<http://www.va.gov/pubs/asp/edsdirec.asp> (VA Handbook 0710, Appendix A, and Tables 1 - 3).

Appropriate Background Investigation (BI) forms shall be provided upon contract award, and are to be completed and returned to the VA Security and Investigations Center (07C) within 30 days for processing. Contractors shall be notified by 07C when the BI has been completed and adjudicated. These requirements are applicable to all Subcontractor personnel requiring the same access. If the security clearance investigation is not completed prior to the start date of the contract, the employee may work on the contract while the security clearance is being processed, but the contractor shall be responsible for the actions of those individuals they provide to perform work for the VA. In the event that damage arises from work performed by contractor personnel, under the auspices of the contract, the contractor shall be responsible for resources necessary to remedy the incident.

The investigative history for contractor personnel working under this contract shall be maintained in the databases of either the Office of Personnel Management (OPM) or the Defense Industrial Security Clearance Organization (DISCO). Should the contractor use a vendor other than OPM or Defense Security Service (DSS) to conduct investigations, the investigative company shall be certified by OPM/DSS to conduct contractor investigations.

Background Investigation:

The position sensitivity impact for this effort has been designated as Low Risk and the level of background investigation is NACI.

Contractor Responsibilities:

1. The contractor shall bear the expense of obtaining background investigations. If the investigation is conducted by OPM through the VA, the contractor shall reimburse the VA within 30 days.
2. Background investigations from investigating agencies other than OPM are permitted if the agencies possess an OPM and Defense Security Service certification. The Vendor Cage Code number shall be provided to the Security and Investigations Center (07C), which shall verify the information and advise the CO whether access to the computer systems can be authorized.
3. The contractor shall prescreen all personnel requiring access to the computer systems to ensure they maintain a U.S. citizenship and are able to read, write, speak and understand the English language.
4. The contractor, when notified of an unfavorable determination by the Government, shall withdraw the employee from consideration from working under the contract.
5. Failure to comply with the contractor personnel security requirements may result in termination of the contract for default.
6. Further, the contractor shall be responsible for the actions of all individuals provided to work for the VA under this contract. In the event that damages arise from work performed by contractor provided personnel, under the auspices of this contract, the contractor shall be responsible for all resources necessary to remedy the incident.

6.3 PRIVACY

Portions of information disclosed during the performance of this task are protected by the provisions of the Privacy Act of 1974; therefore, all personnel assigned to this contract are required to take proper precautions to protect the information from disclosure.

Ownership:

Performance of this effort may require the contractor to access and use data and information proprietary to a Government agency or Government contractor which is of such a nature that its dissemination or use, other than in performance of this effort, would be adverse to the interests of the Government and/or others. The contractor and/or contractor personnel shall not divulge or release data or information developed or obtained in performance of this effort, until made public by the Government, except to authorize Government personnel or upon written approval of the CO. The contractor shall not use, disclose, or reproduce proprietary data that bears a restrictive legend, other than as required in the performance of this effort. Nothing herein shall preclude the use of any data independently acquired by the contractor without such limitations or prohibit an agreement at no cost to the Government between the contractor and the data owner which provides for greater rights to the contractor.

VA shall have unlimited rights to and ownership of all deliverables provided under this effort, including reports, recommendations, briefings, work plans, and all other deliverables. This includes the deliverables provided under the basic award as well as and any optional task deliverables that are exercised by the CO. The definition of "unlimited rights" is contained in Federal Acquisition Regulation (FAR) 27.401, Definitions.

Commitment to Protect Sensitive Information:

The contractor shall not release, publish, or disclose sensitive information to unauthorized personnel, and shall protect such information in accordance with provisions of the following laws and any other pertinent laws and regulations governing the confidentiality of sensitive information: 18 U.S.C. 641 (Criminal Code: Public Money, Property or Records)

B.4 VA SECURITY REQUIREMENTS

A. VA INFORMATION AND INFORMATION SYSTEM SECURITY/PRIVACY

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.

2. ACCESS TO VA INFORMATION AND VA INFORMATION SYSTEMS

- a. A contractor/subcontractor 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.
- b. 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 VA Directive and Handbook 0710, *Personnel Suitability and Security Program*. The Office for Operations, Security, and Preparedness is responsible for these policies and procedures.
- c. 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.
- d. 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.
- e. The contractor or subcontractor must notify the Contracting Officer immediately 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.

3. VA INFORMATION CUSTODIAL LANGUAGE

- a. 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).
- b. VA information should not be co-mingled, if possible, 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. If co-mingling must be allowed to meet the requirements of the business need, the contractor must ensure that VA's information is returned to the VA or destroyed in accordance with VA's sanitization requirements. 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.
- c. 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. 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 VA Handbook 6500.1, *Electronic Media Sanitization*. Self-certification by the contractor 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.
- d. 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.

- e. 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.
- f. 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.
- g. 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.
- h. 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.
- i. 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.
- j. 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.
- k. 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.
- l. 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.

4. INFORMATION SYSTEM DESIGN AND DEVELOPMENT

- a. 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 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*.
- b. 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.
- c. 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.
- d. Applications designed for normal end users shall run in the standard user context without elevated system administration privileges.
- e. 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*, VA Handbook 6500, *Information Security Program* and VA Handbook 6500.5, *Incorporating Security and Privacy in System Development Lifecycle*.
- f. 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.
- g. 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.
- h. 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.
- i. 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.

- j. The vendor shall notify VA within 24 hours 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 **60** days.
- k. 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 10 working days. When the vendor is responsible for operations or maintenance of the Systems, they shall apply the Security Fixes within **10** days.
- l. 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

- a. 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 vulnerability 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.
- b. 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.

- c. 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 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.
- d. 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 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.
- e. 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 (this can be specified in the contract) to correct or mitigate any weaknesses discovered during such testing, generally at no additional cost.
- f. 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.

- g. 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 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.
- h. Bio-Medical devices and other equipment or systems containing media (hard drives, optical disks, etc.) with VA sensitive information must not be returned to the vendor at the end of lease, for trade-in, or other purposes. The options are:
 - (1) Vendor must accept the system without the drive;
 - (2) VA's initial medical device purchase includes a spare drive which must be installed in place of the original drive at time of turn-in; or
 - (3) VA must reimburse the company for media at a reasonable open market replacement cost at time of purchase.
 - (4) Due to the highly specialized and sometimes proprietary hardware and software associated with medical equipment/systems, if it is not possible for the VA to retain the hard drive, then;
 - (a) The equipment vendor must have an existing BAA if the device being traded in has sensitive information stored on it and hard drive(s) from the system are being returned physically intact; and
 - (b) Any fixed hard drive on the device must be non-destructively sanitized to the greatest extent possible without negatively impacting system operation. Selective clearing down to patient data folder level is recommended using VA approved and validated overwriting technologies/methods/tools. Applicable media sanitization specifications need to be pre-approved and described in the purchase order or contract.
 - (c) A statement needs to be signed by the Director (System Owner) that states that the drive could not be removed and that (a) and (b) controls above are in place and completed. The ISO needs to maintain the documentation.

6. SECURITY INCIDENT INVESTIGATION

- a. 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 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.
- b. 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.
- c. 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.
- d. 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.

7. LIQUIDATED DAMAGES FOR DATA BREACH

- a. 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.
- b. 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.

Each risk analysis shall address all relevant information concerning the data breach, including the following:

- (1) Nature of the event (loss, theft, unauthorized access);
- (2) (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 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.

- c. 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 **\$37.50** per 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.

8. 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-day's 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.

9. TRAINING

- a. 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:
 - (1) 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;
 - (2) Successfully complete the *VA Cyber Security Awareness and Rules of Behavior* training and annually complete required security training;
 - (3) Successfully complete the appropriate VA privacy training and annually complete required privacy training; and
 - (4) Successfully complete any additional cyber security or privacy training, as required for VA personnel with equivalent information system access *[to be defined by the VA program official and provided to the contracting officer for inclusion in the solicitation document – e.g., any role-based information security training required in accordance with NIST Special Publication 800-16, Information Technology Security Training Requirements.]*
- b. 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.
- c. 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.

SECTION C - CONTRACT CLAUSES**C.1 52.212-4 CONTRACT TERMS AND CONDITIONS—COMMERCIAL ITEMS (MAY 2015)**

(Incorporated by Reference)

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

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

C.2 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)		
<u>FAR</u> <u>Number</u>	<u>Title</u>	<u>Date</u>
52.203-17	CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS	APR 2014
52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER	MAY 2011
52.204-13	SYSTEM FOR AWARD MANAGEMENT MAINTENANCE	JUL 2013
52.232-39	UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS	JUN 2013
52.232-40	PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS	DEC 2013
852.203-70	COMMERCIAL ADVERTISING	JAN 2008
852.203-71	DISPLAY OF DEPARTMENT OF VETERANS AFFAIRS HOTLINE POSTER	DEC 1992
852.215-71	EVALUATION FACTOR COMMITMENTS	DEC 2009
852.232-72	ELECTRONIC SUBMISSION OF PAYMENT REQUESTS	NOV 2012
852.237-70	CONTRACTOR RESPONSIBILITIES	APR 1984

C.3 52.203-99 PROHIBITION ON CONTRACTING WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS (DEVIATION 2015-02)

(a) The Contractor shall not require employees or contractors seeking to report fraud, waste, or abuse to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully

reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

(b) The contractor shall notify employees that the prohibitions and restrictions of any internal confidentiality agreements covered by this clause are no longer in effect.

(c) The prohibition in paragraph (a) of this clause does not contravene requirements applicable to Standard Form 312, Form 4414, or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

(d)(1) In accordance with section 743 of Division E, Title VII, of the Consolidated and Further Continuing Resolution Appropriations Act, 2015 (Pub. L. 113-235), use of funds appropriated (or otherwise made available) under that or any other Act may be prohibited, if the Government determines that the Contractor is not in compliance with the provisions of this clause.

(2) The Government may seek any available remedies in the event the contractor fails to comply with the provisions of this clause.

(End of clause)

C.4 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 of contract expiration.

(End of Clause)

C.5 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 14 days of contract expiration; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 30 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 3.5 years.

(End of Clause)

C.6 OPTION FOR ADDITIONAL SERVICES—SEPARATELY PRICED LINE ITEMS

During the Base and Option Periods, the Government may require the delivery of the numbered line items, identified in the Schedule as OPTIONAL items, in the quantities and at the prices stated in the Schedule. The Contracting Officer may exercise the option by written notice to the Contractor at any time during the base period or option period one, but no later than six weeks prior to the end of the option period two performance period. Delivery of added items shall be made as specified in the Schedule, unless the parties otherwise agree.

(End of Clause)

C.7 52.224-1 PRIVACY ACT NOTIFICATION.

Privacy Act Notification (APR 1984)

The Contractor will be required to design, develop, or operate a system of records on individuals, to accomplish an agency function subject to the Privacy Act of 1974, Public Law 93-579, December 31, 1974 (5 U.S.C. 552a) and applicable agency regulations. Violation of the Act may involve the imposition of criminal penalties.

(End of Clause)

C.8 52.224-2 PRIVACY ACT (APRIL 1984).

Privacy Act (APR 1984)

(a) The Contractor agrees to—

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

- (i) The systems of records; and
- (ii) The design, development, or operation work that the contractor is to perform;

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

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

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

the operation of a system of records on individuals to accomplish an agency function. For purposes of the Act, when the contract is for the operation of a system of records on individuals to accomplish an agency function, the Contractor and any employee of the Contractor is considered to be an employee of the agency.

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

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

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

(End of Clause)

------(End of Addendum to 52.212-4)-----

C.9 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS—COMMERCIAL ITEMS (DEC 2014)

(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) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (Dec 2014)

(2) 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)).

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

(4) 52.233-4, Applicable Law for Breach of Contract Claim (Oct 2004) (Public Laws 108-77 and 108-78 (19 U.S.C. 3805 note)).

(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. 4704 and 10 U.S.C. 2402).

[] (2) 52.203-13, Contractor Code of Business Ethics and Conduct (APR 2010)(41 U.S.C. 3509).

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

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

☐ (5) [Reserved]

☒ (6) 52.204-14, Service Contract Reporting Requirements (JAN 2014) (Pub. L. 111-117, section 743 of Div. C).

☐ (7) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (JAN 2014) (Pub. L. 111-117, section 743 of Div. C).

☒ (8) 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).

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

☐ (10) [Reserved]

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

☐ (ii) Alternate I (NOV 2011) of 52.219-3.

☐ (12)(i) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (OCT 2014) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

☐ (ii) Alternate I (JAN 2011) of 52.219-4.

☐ (13) [Reserved]

☒ (14)(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).

☐ (15)(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] (16) 52.219-8, Utilization of Small Business Concerns (OCT 2014) (15 U.S.C. 637(d)(2) and (3)).
- [] (17)(i) 52.219-9, Small Business Subcontracting Plan (OCT 2014) (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 (OCT 2014) of 52.219-9.
- [] (18) 52.219-13, Notice of Set-Aside of Orders (NOV 2011) (15 U.S.C. 644(r)).
- [X] (19) 52.219-14, Limitations on Subcontracting (NOV 2011) (15 U.S.C. 637(a)(14)).
- [] (20) 52.219-16, Liquidated Damages—Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).
- [] (21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (NOV 2011) (15 U.S.C. 657f).
- [X] (22) 52.219-28, Post Award Small Business Program Rerepresentation (Jul 2013) (15 U.S.C. 632(a)(2)).
- [] (23) 52.219-29, Notice of Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (Jul 2013) (15 U.S.C. 637(m)).
- [] (24) 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] (25) 52.222-3, Convict Labor (June 2003) (E.O. 11755).
- [] (26) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (JAN 2014) (E.O. 13126).
- [X] (27) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).
- [X] (28) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).
- [X] (29) 52.222-35, Equal Opportunity for Veterans (JUL 2014) (38 U.S.C. 4212).
- [X] (30) 52.222-36, Equal Opportunity for Workers with Disabilities (JUL 2014) (29 U.S.C. 793).
- [X] (31) 52.222-37, Employment Reports on Veterans (JUL 2014) (38 U.S.C. 4212).

[X] (32) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496).

[X] (33) 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.)

[] (34) (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.)

[] (35)(i) 52.223-13, Acquisition of EPEAT®-Registered Imaging Equipment (JUN 2014) (E.O.s 13423 and 13514).

[] (ii) Alternate I (JUN 2014) of 52.223-13.

[] (36)(i) 52.223-14, Acquisition of EPEAT®-Registered Televisions (JUN 2014) (E.O.s 13423 and 13514).

[] (ii) Alternate I (JUN 2014) of 52.223-14.

[] (37) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007)(42 U.S.C. 8259b).

[] (38)(i) 52.223-16, Acquisition of EPEAT®-Registered Personal Computer Products (JUN 2014) (E.O.s 13423 and 13514).

[] (ii) Alternate I (JUN 2014) of 52.223-16.

[X] (39) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011)

[] (40) 52.225-1, Buy American—Supplies (MAY 2014) (41 U.S.C. chapter 83).

[] (41)(i) 52.225-3, Buy American—Free Trade Agreements—Israeli Trade Act (MAY 2014) (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 (MAY 2014) of 52.225-3.

[] (iii) Alternate II (MAY 2014) of 52.225-3.

[] (iv) Alternate III (MAY 2014) of 52.225-3.

[] (42) 52.225-5, Trade Agreements (NOV 2013) (19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).

[X] (43) 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).

[] (44) 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).

[] (45) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

[] (46) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

[] (47) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

[] (48) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

[] (49) 52.232-33, Payment by Electronic Funds Transfer—System for Award Management (Jul 2013) (31 U.S.C. 3332).

[X] (50) 52.232-34, Payment by Electronic Funds Transfer—Other than System for Award Management (Jul 2013) (31 U.S.C. 3332).

[] (51) 52.232-36, Payment by Third Party (MAY 2014) (31 U.S.C. 3332).

[] (52) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

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

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

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

[] (1) 52.222-41, Service Contract Labor Standards (MAY 2014) (41 U.S.C. chapter 67).

[] (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

[] (3) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards—Price Adjustment (Multiple Year and Option Contracts) (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

[] (4) 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards—Price Adjustment (MAY 2014) (29 U.S.C 206 and 41 U.S.C. chapter 67).

[] (5) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements (MAY 2014) (41 U.S.C. chapter 67).

[] (6) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services—Requirements (MAY 2014) (41 U.S.C. chapter 67).

[X] (7) 52.222-17, Non-displacement of Qualified Workers (MAY 2014) (E.O. 13495).

[] (8) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (MAY 2014) (42 U.S.C. 1792).

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

[] (10) 52.222-55, Minimum Wages Under Executive Order 13658 (DEC 2014) (Executive Order 13658).

(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) (41 U.S.C. 3509).

(ii) 52.219-8, Utilization of Small Business Concerns (OCT 2014) (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, Non-displacement of Qualified Workers (MAY 2014) (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 (JUL 2014) (38 U.S.C. 4212).

(vi) 52.222-36, Equal Opportunity for Workers with Disabilities (JUL 2014) (29 U.S.C. 793).

(vii) 52.222-37, Employment Reports on Veterans (JUL 2014) (38 U.S.C. 4212).

(viii) 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.

(ix) 52.222-41, Service Contract Labor Standards (MAY 2014) (41 U.S.C. chapter 67).

(x) 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)).

(xi) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements (MAY 2014) (41 U.S.C. chapter 67).

(xii) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services—Requirements (MAY 2014) (41 U.S.C. chapter 67).

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

(xiv) 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).

(xv) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (MAY 2014) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xvi) 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.

(xvii) 52.222-55, Minimum Wages Under Executive Order 13658 (DEC 2014) (Executive Order 13658).

(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)

SECTION D - CONTRACT DOCUMENTS, EXHIBITS, OR ATTACHMENTS

D.1 ATTACHMENT A: PARTICIPANT AGREEMENT

PARTICIPANT AGREEMENT

We appreciate your interest in participating in one or more of upcoming studies by the Veterans Health Administration (VHA) Human Factors Engineering office. The purpose of these studies is to improve the services offered to Veterans by gathering their feedback on health care tools, such as mobile apps or websites.

Information about the studies:

- **[HOW WILL I BE SELECTED FOR A STUDY?]** You will be invited to join based on your answers to background questions.
- **[WHEN WILL STUDIES TAKE PLACE?]** Studies will occur between 8:00 a.m. and 6:00 p.m. Eastern time (or adjusted to the time zone where you live), Monday-Friday, excluding federal holidays. You will be contacted with dates and times.
- **[DO I HAVE TO PARTICIPATE?]** It is up to you whether or not to join a study. If you decide not to join, it will not change the benefits or care that you receive from VA. You never have to answer questions that make you uncomfortable. You can quit at any time.
- **[WHAT WILL I BE ASKED TO DO?]** Each study will examine a different software tool. They typically involve asking you questions in-person or over the telephone and using the internet to get feedback on a software product VHA is developing. You will be compensated for your time.
- **[WHAT CAN YOU TELL ME ABOUT THE STUDY?]** When you are contacted, a short description of the study will be provided. If you agree to participate, you will be provided an information sheet. This will contain all details about the study, along with a contact name and number.
- **[WILL MY INFORMATION BE KEPT PRIVATE?]** Your personal information and your answers are completely private. You will never be identified in any reports nor will anyone access your medical records or look at personal data during the sessions.

As a potential participant in a VHA Human Factors Engineering study, I agree:

- To keep my contact information up-to-date (e.g., phone number, e-mail address, postal address information)
- To allow my name to be kept on file for potential participation in future studies sponsored by VHA
- To have my voice or hands/computer screen recorded (never your face) if the study requires it. *(Note: In these situations, participants will be provided with a separate A/V release form (VA Form 10-3203).)*
- That I am able to understand and speak English

Please sign and return this agreement in the postage paid envelope included in this letter.

Print Name

Sign Name

*******END OF ATTACHMENT A*******

D.2 ATTACHMENT B: SCREENING QUESTIONNAIRE

VHA HFE Recruitment Screener

Please enter your login ID below and click “Next” to begin the brief questionnaire.

INTRO PAGE:

On behalf of the Veterans Health Administration and <contractor>, we thank you for your interest in participating in one of our upcoming studies. The purpose of these studies is to improve the services offered to Veterans by gathering their feedback on healthcare tools, such as mobile apps or websites.

We first need to ask you about 5 to 6 minutes worth of questions to ensure that you are an appropriate fit to participate in these studies.

Please note that all information and opinions you provide will be used solely for the purposes of selection and invitation to future paid studies sponsored by the Veterans Health Administration. If selected, you will be compensated between \$50 and \$75 per study. If the study requires you to attend in person, you will also be reimbursed for mileage up to \$25. The opinions and information collected will not become part of any permanent file and all reporting will be combined with the opinions and information of other Veterans from around the country.

After you complete the initial questions, a member of the study project team will contact you if you are selected to participate. Opportunities for involvement in these studies will come up a few times a year. Each study is different and you will have the opportunity to accept or decline an invitation based on your availability.

Please make sure to maximize your window and click on the “Next” button below to begin the survey.

S1. Are you a military Veteran or reservist?

Yes, Military Veteran.....()
 Yes, Reservist()
 Neither**END INTERVIEW**

S2. Are you an employee of the Department of Veterans Affairs?

Yes**END INTERVIEW**
 No()

S3. Do you volunteer at a VA facility?

Yes**END INTERVIEW**
 No()

[DISPLAY D1 and D2 ON THE SAME SCREEN.]

D1. What is your gender? [ALLOW ONLY ONE RESPONSE]

Male.....()
 Female()

D2. In what year were you born?

**[PROG: DROP DOWN, FORCED, RANGE 1914-1996; MAKE DEFAULT “Please select an answer”]
 9998 Prefer not to answer**

[DISPLAY D2B ONLY IF RESPONDENT SELECTS 'PREFER NOT TO ANSWER' IN S2A]

D2B. Into which of the following age ranges do you fall?

[RADIO BUTTONS. ALLOW ONLY ONE RESPONSE.]

- Under 18
- 18-24
- 25-34
- 35-44
- 45-54
- 55-64
- 65 or older

D3. In which state do you currently live? [DROP DOWN OF ALL 50 STATES, PLUS WASHINGTON D.C]
[ALLOW ONLY ONE RESPONSE]Ok, just a few questions about the technology that you may use.

T1. Does your cellular (mobile) telephone have the ability to access the internet, download applications (or apps) and send/receive e-mails?

- Yes()
 Yes, but I don't use those features()
 No, only has basic features()
 I do not have a mobile telephone()

[IF T1 IS YES, ASK T2, OTHERWISE SKIP TO T3]

T2. What is the operating platform for your smartphone?

- Android (e.g., Samsung Galaxy).....()
 iOS (e.g., Apple iPhone)()
 Windows Phone (e.g., Nokia Lumia 1520)()
 BlackBerry (e.g., X10, Z10, Passport)()
 Not sure.....()

T3. Do you use a tablet device, such as an iPad or Samsung Galaxy Tab?

- Yes()
 No()

[IF T3 IS NO, SKIP TO T5]

T3b. Is this tablet a shared device in your household or is it for your primary use?

- For my use only()
 Primarily for my use, but sometimes used by others.....()
 Shared device.....()
 Other (Specify)()

T3c. Does the tablet that you use have a data plan, meaning you pay a per-month fee for internet access when not accessing a wireless network? This would be similar to a data plan that a cellular telephone may have.

- Yes, this device has a data plan.....()
 No, only access the internet through a wireless network
 at my house or in public places such as Starbucks()

T4. What brand of tablet device do you own?

Apple iPad()
 Samsung.....()
 Acer()
 Panasonic()
 Microsoft.....()
 Hewlett-Packard.....()
 Lenovo.....()
 Asus()
 Google()
 Other (Specify)()
 Not sure.....()

[IF T1 IS YES, ASK T5, OTHERWISE SKIP TO INSTRUCTIONS BEFORE T6]

T5. Approximately how many apps do you have installed on your Smartphone?

None.....()
 1 to 5()
 6 to 10()
 11 to 20()
 More than 20.....()
 Not sure.....()

[IF T3 IS YES, ASK T6, OTHERWISE SKIP TO INSTRUCTIONS BEFORE T7]

T6. Approximately how many apps do you have installed on your Tablet?

None.....()
 1 to 5()
 6 to 10()
 11 to 20()
 More than 20.....()
 Not sure.....()

[IF T5 OR T6 ARE 1 OR MORE APPS, ASK T7, OTHERWISE SKIP TO T8]

T7. Do you have any U.S. Department of Veteran Affairs apps installed on any device?

Yes()
 No()

T8. Now thinking about desktop computers and laptops, what is your preferred computer operating system?

[SELECT ALL THAT APPLY]

Mac OS X()
 Windows 7()
 Windows 8()
 Linux.....()
 Google Android()
 Microsoft Windows Phone 8.1.....()
 VMware Fusion 6()
 Google Chrome.....()
 Haiku()
 ReactOS()
 Syllable()
 SkyOS()
 Other (Specify)()
 I don't use a computer.....()
 Not sure.....()

T9 Do you actively use the MyHealtheVet website? (www.myhealth.va.gov)?

Yes()
No**SKIP TO T12**

T10. How frequently do you use the MyHealtheVet website?

Weekly or more often()
Monthly.....()
Once every other month.....()
A few times a year()
Once a year or less()

T11. What level of MyHealtheVet account do you have?

Basic()
Advanced()
Premium.....()
Not Sure.....()

T12. Do you use any other applications for ordering prescriptions or accessing your medical information online such as **myCVS On the Go** or **Target Healthful**? If so, how often do you use such applications?

Weekly or more often()
Monthly.....()
Once every other month.....()
A few times a year()
Once a year or less()
I do not use these types of applications.....()

Now just a few more questions about you.

G1. Have you previously participated in a usability test observed as a beta tester or are you active in an online tech community or panel?

Yes()
No()

G2. Do you participate in any Veteran Service Organizations (VSOs), such as Disabled American Veterans, or Veterans of Foreign Wars?

Yes()
No()

G3. In which branch of the military did you most recently serve?

Army()
Navy.....()
Air Force()
Marine Corps()
Coast Guard()
Other (Specify)

G4. In which era(s) did you serve in the military?

- World War II()
- Early Cold War Era (1945 to 1949).....()
- Korean Conflict (1950 to 1953).....()
- Cold War Era (post Korean War) (1954 to 1963).....()
- Vietnam Era (1964 to 1975)()
- Late Cold War Era (1976 to 1991) (Grenada, Beirut, Libya, Panama).....()
- Post-Cold War Era (1991 to 2001) (Persian Gulf War, Somalia, Haiti, Yugoslavia)()
- War on Terrorism (2001 to present)()

G5. Do you have a Serviced-connected Disability?

- Yes()
- No()

[IF G5 IS YES, ASK G6, OTHERWISE SKIP G7]

G6. What percentage is your disability rating?

- 0%()
- 10%()
- 20%()
- 30%()
- 40%()
- 50%()
- 60%()
- 70%()
- 80%()
- 90%()
- 100%()
- Prefer not to answer()

G7. Are you currently accessing mental health care services through VA?

- Yes()
- No()
- Prefer not to answer()

[ASK G8 IF T9 IS YES, OTHERWISE SKIP TO INSTRUCTIONS BEFORE G9]

G8. Do you use My HealtheVet for Rx (prescription) refills and/or do you use a commercial pharmacy system for medication refills (e.g., Walgreens, CVS)?

- Use My HealtheVet for Rx refills()
- Only use a commercial pharmacy system()
- Use both()
- Prefer not to answer()

[ASK G9 IF T9 IS NO, OTHERWISE SKIP TO TEXT BEFORE D1]

G9. Do you use VA or a commercial pharmacy system for medication refills (e.g., Walgreens, CVS)? **[CHECK ALL THAT APPLY]**

- VA for medication refills()
- Commercial pharmacy system()
- Use something else (Specify).....()
- Prefer not to answer()

[IF T9 IS YES OR G7 IS YES OR G8 IS “Use My HealtheVet for Rx refills” or “Use both” OR if G9 IS VA for medication refills put a YES CURRENTLY in G10 AND DO NOT ASK QUESTION, OTHERWISE ASK G10]

G10. Do you utilize VHA (Veteran’s Health Administration) services for health care?

- Yes, currently.....()

Yes, but not in a long time (over 2 years ago)()
 No()

We have just a few final questions about you.

[IF D1 IS FEMALE UNDER 50]

D4. As part of their research efforts, the VA has an interest in interviewing female Veterans that are pregnant.

Are you currently pregnant?

Yes()
 No, but planning/hoping for a pregnancy in the near future.....()
 No()

[If D4 is “Yes” or “Planning for pregnancy in the near future” then ask D4A and D4B]

D4A. Are you currently using, or do you plan to use, prenatal healthcare services provided by the VA or paid for by the VA?

Yes()
 No()

D4B. Do you plan to use healthcare services provided by the VA or paid for by the VA for your Labor, Delivery and Maternity care?

Yes()
 No()

D5. What is the highest level of education you have completed? **[RADIO BUTTONS.ALLOW ONLY ONE RESPONSE].**

Some high school..... ()
 High school graduate ()
 Trade school ()
 Some college..... ()
 College graduate ()
 Postgraduate work ()
 Prefer not to answer ()

D6. Which of the following best describes your ethnic race or background?
[ALLOW ONLY ONE RESPONSE].

- African American / Black
- Asian / Pacific Islander
- Caucasian / White
- Hispanic / Latino
- Native American
- Multi-Ethnic
- Other(**Specify**)
- Prefer not to answer

Thank you for completing our survey.

As mentioned, the Veterans Health Administration, in collaboration with <Contractor>, is looking for Veterans to participate in various usability studies in the upcoming weeks and months. These projects will either take place in person or via the internet and will last 1 to 1.5 hours in duration. As a thank you for your time and opinions, you would be compensated between \$50 to \$75 per project.

Would you be interested in participating in these projects?

Yes

Maybe

No **[END INTERVIEW]**

So that the project manager may contact you, we need to capture additional information.

FULL NAME: **(force)**

E-MAIL ADDRESS: **(force)**

CELL NUMBER: **(force)**

HOMENUMBER :**(don't force)**

BEST TIME TO REACH YOU:

[DROP-DOWN OPTIONS: Anytime, Early morning (before 9am), Mid-morning, Early afternoon (before 5pm), Early evening (5pm to 7pm), late evening (7pm to 9pm).

[NEW SCREEN]

What is your mailing address?**[OFFER OPTION TO REFUSE, HOWEVER IF REFUSE ASK THEM THEIR HOME ZIP CODE]**

ADDRESS 1:

ADDRESS 2:**[DON'T FORCE]**

CITY:

STATE:

ZIP CODE:

CLOSING

Thank you for your time. If you have any questions about this survey or the work it will support, you may contact <Contractor POC> at <contractor> by calling <INSERT PHONE> or e-mail her at <contractor POC email>

TERMINATE SCRIPT

Thank you for your willingness to complete this survey. Either all of our quotas are full or you do not meet the exact specifications of this survey. Have a good day.

*******END OF ATTACHMENT B*******

D.3 ATTACHMENT C: STUDY CHECKLIST

HFE Study Planning Checklist				
Target Study Date:		[Date]		
Study Title				
% done	Phase	Due By	Action Owner	Notes
0%	Verify with customer that product will be available on desired dates and accessible to Veterans; test that access	10-15 days prior to study	HFE	
0%	Identify recruitment criteria and type of test (virtual or F2F)	10-15 days prior to study	HFE	
0%	Provide a blank schedule along with target recruitment numbers	10 days prior to study	HFE	
0%	Initiate study kick-off call to determine objectives, approach, and timeline	9 days prior to study	Contractor/HFE	
0%	Supply sentences for each study to be used to call those who meet the criteria. (e.g., this study is to look at medication language)	9 days prior to study	HFE	
0%	Determine if A/V Consent Forms are needed	9 days prior to study	Contractor/HFE	
0%	Determine teleconference/recording needs for note taking purposes (for F2F studies) (E.g. Conference Line, Lync Mtg.)	9 days prior to study	Contractor	
0%	Prepare moderator guide	8 days prior to study	HFE	
0%	Review communication materials	8 days prior to study	HFE	
0%	Develop a study information sheet	7 days prior to study	HFE	
0%	Develop participant guide (if needed)	7 days prior to study	HFE	
0%	Recruit participants	Ongoing	Contractor	
0%	<i>Reach out to participants (email, phone, mail)</i>	7-15 days prior to study	Contractor	
0%	<i>Distribute Screener Questionnaire</i>	7-10 days prior to study	Contractor	
0%	<i>Identify qualified participants</i>	8-10 days prior to study	Contractor	
0%	Schedule participants	7-9 days prior to study	Contractor	
0%	<i>Invite selected participants</i>	7-9 days prior to study	Contractor	
0%	<i>Send Participant Agreement forms to selected participants</i>	7-9 days prior to study	Contractor	
0%	<i>Provide initial test session schedule and signed participant agreement forms</i>	6-7 days prior to study	Contractor	

0%	<i>Remind/confirm attendance</i>	3 days prior to study	Contractor	
0%	<i>Ensure participants are prepared for the test session (e.g, includes reminder calls, test links)</i>	1-3 days prior to study	Contractor	
0%	<i>Provide final test session schedule and signed participant agreement forms (in case of cancellations, substitutions may be made from initial schedule)</i>	1-3 days prior to study	Contractor	
0%	<i>Place reminder calls to participants</i>	1 day prior to study	Contractor	
0%	Participate in pilot test to ensure access to study materials (app, website)	1 day prior to study	HFE	
0%	Set Up Room, Put up signage with directional information to study room for participants	Day of Study	HFE	
0%	Conduct End User Testing	Day of Study	Contractor/HFE	
0%	Break down/Remove signs, etc.	Day of Study	HFE	
0%	Send a note of appreciation and incentives to study participants (this correspondence may include the HFE participant Satisfaction survey)	1 day post completion	Contractor	
0%	Conduct After Action Review	1 day post completion	Contractor/HFE	
0%	Delivery of Study Notes & A/V	3 days post completion	Contractor	
0%	Compile data, author report, distribute report	5-10 days post completion	Contractor/HFE	

*****END OF ATTACHMENT C*****

D.4 ATTACHMENT D: CONTRACTOR BACKGROUND INVESTIGATION 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: _____
If none (NMN)

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 (Minimum Risk): **NACI (Limited Risk):**

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

VA Sponsor:

VA Sponsor Phone:

VA Sponsor Email Box:

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

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

Contracting Company Name: _____

Contracting Company POC: _____

POC Phone: _____ POC Email: _____

Complete Address: _____

City/State: _____ Zip Code: _____

If you are a Sub, who is the Prime Vendor? _____

Contract Title : _____

Contract #: _____

Obligation #: _____

D.5 ATTACHMENT E: PAST PERFORMANCE QUESTIONNAIRE

Past Performance Questionnaire

Department of Veterans Affairs: VA119A-15-R-0177

E-MAIL TO: Allen Smith, Contract Specialist**AGENCY:** Veterans Administration (VA)**E-MAIL:** allen.smith3@va.gov**PHONE:** 240-215-1681**INFORMATION REQUEST: PAST PERFORMANCE**

This office is currently in the process of awarding a competitive service contract. [CONTRACTOR NAME] has provided your name and organization as a reference regarding [CONTRACTOR NAME]'s record of past performance under Contract No. [CONTRACT NO.].

PAST PERFORMANCE QUESTIONNAIRE

Offeror's Name: _____

Request for Proposal: VHA Human Factors Engineering (HFE) Participant Recruitment

Name of Person Completing the Evaluation: _____

Telephone: _____ E-mail: _____

Title: _____

Company/Organization: _____

Please rate the offeror in each of the following areas. Note: there is room for comments where you deem remarks would be helpful to our evaluation.

- Not Applicable: N/A
- 1: Performance clearly below the contract performance standard or requirement
- 2: Performance occasionally does not meet minimum contract performance standard or requirement
- 3: Performance that meets the minimum contract performance standard or requirement
- 4: Performance that meets and occasionally exceeds the contract performance standard or requirement
- 5: Performance that almost always exceeds the contract performance standard or requirement

1. Overall quality/satisfaction	N/A <input type="checkbox"/>	1 <input type="checkbox"/>	2 <input type="checkbox"/>	3 <input type="checkbox"/>	4 <input type="checkbox"/>	5 <input type="checkbox"/>
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Overall satisfaction with the offeror's performance. Would you (the reference) choose to work with this offeror again?

2. Delivery performance	N/A <input type="checkbox"/>	1 <input type="checkbox"/>	2 <input type="checkbox"/>	3 <input type="checkbox"/>	4 <input type="checkbox"/>	5 <input type="checkbox"/>
--------------------------------	------------------------------	----------------------------	----------------------------	----------------------------	----------------------------	----------------------------

Delivery performance includes delivery consistency, on time performance, and flexibility in responding to emerging issues and implementing required solutions.

3. Satisfaction with the quality of service delivered	N/A <input type="checkbox"/>	1 <input type="checkbox"/>	2 <input type="checkbox"/>	3 <input type="checkbox"/>	4 <input type="checkbox"/>	5 <input type="checkbox"/>
--	------------------------------	----------------------------	----------------------------	----------------------------	----------------------------	----------------------------

Rate the effectiveness and applicability of the plans and strategies delivered and the actual implementation of those.

4. Satisfaction with problem resolution	N/A <input type="checkbox"/>	1 <input type="checkbox"/>	2 <input type="checkbox"/>	3 <input type="checkbox"/>	4 <input type="checkbox"/>	5 <input type="checkbox"/>
--	------------------------------	----------------------------	----------------------------	----------------------------	----------------------------	----------------------------

This includes the offeror's ability to solve problems, the speed in which they handle problems, and their effective delivery of resolutions.

5. Satisfaction with the quality of contractor personnel	N/A <input type="checkbox"/>	1 <input type="checkbox"/>	2 <input type="checkbox"/>	3 <input type="checkbox"/>	4 <input type="checkbox"/>	5 <input type="checkbox"/>
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Rate the quality of the contractor's staff in executing the project work scope.

6. Have you issued a cure notice, show cause notice, suspension of progress payments or other letters directing the correction of a performance problem in the past 3 years? ☐ Yes ☐ No If Yes, please explain.

7. Have you terminated this contractor for default within the past 3 years, or are there any pending termination actions? ☐ Yes ☐ No If Yes, please explain.
8. Based on the offeror's overall performance, would you award them another contract? ☐ Yes ☐ No If No, please explain.
9. Have you discussed any adverse past performance problems with the Offeror and given them an opportunity to comment? ☐ Yes ☐ No Please explain.
10. Do you file past performance information in a database that the Contracting Officer may search?
☐ Yes ☐ No Please explain.
11. If the contract had options, were those options exercised? ☐ Yes ☐ No Please explain.
12. What was the contract period of performance (i.e., when were services provided)?
13. What was the dollar value of the contract performed by the offeror?
14. Provide a brief description of the services provided by the offeror for this contract.

Please attach any past performance database reports or other material you deem appropriate to a full understanding of the Offeror's past performance by the evaluator.

SECTION E - SOLICITATION PROVISIONS

E.1 52.212-1 INSTRUCTIONS TO OFFERORS—COMMERCIAL ITEMS (APR 2014)

(Incorporated by Reference)

-----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:

PROPOSAL PREPARATION AND SUBMISSION INSTRUCTIONS

1. INTRODUCTION

The Offeror's proposal shall be submitted electronically by the date and time indicated in the solicitation via email to the Contract Specialist, Allen Smith (allen.smith3@va.gov) and Contracting Officer, Lora Gross (lora.gross@va.gov), in the files set forth below.

The Offeror's proposal shall consist of five (5) volumes:

- I– Technical Approach;
- II – Past Performance;
- III – Veterans Involvement;
- IV – Price; and
- V– Solicitation, Offer, and Award Documents and Representations and Certifications.

The use of hyperlinks or embedded attachments in proposals is prohibited. **Offerors are warned not to wait until the last minute to submit proposals. Late proposals will not be accepted for evaluation. To avoid submission of late proposals, it is recommended that Offerors transmit proposal file 24 hours prior to the required proposal due date and time. Be advised that timeliness is determined by the date and time an Offeror's proposal is received by the Government not when an Offeror attempted transmission. Offerors are encouraged to review and ensure that sufficient bandwidth is available on the submitter's side of the transmission.**

2. PROPOSAL FILES

Offeror's responses shall be submitted in accordance with the following instructions:

- a. 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 title and maximum page count (when applicable) for each volume of the Offeror's proposal.

Proposal Volumes

Volume Number	Factor	File Name	Page Limitations
Volume I	Technical Approach	Tech.pdf	20
Volume II	Past Performance	Past Perf.pdf	15
Volume III	Veterans Involvement	Vets.pdf	None
Volume IV	Price	Price.xls/pdf/doc	None
Volume V	Solicitation, Offer & Award Documents, Certifications & Representations	OfrRep.pdf	None

All files will be submitted as either a Microsoft Excel (.XLS) 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" with printing on one side, only. 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. 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.

- b. File Packaging. All of the proposal files may be compressed (zipped) into one file entitled "proposal.zip" using WinZip version 6.2 or later version or the proposal files may be submitted individually.
- c. 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. No cover letter or cover sheet is requested or required. Any cover letter submitted as part of one of the required volumes will count toward that volume's page count. The Cover Page, Table of Contents and/or a glossary of abbreviations or acronyms will not be included in the page

count of the Technical Approach Volume. However, be advised that any and all information contained within any Table of Contents and/or glossary of abbreviations or acronyms submitted with an Offeror's proposal will not be evaluated by the Government.

- i. VOLUME I –TECHNICAL APPROACH. Offerors shall propose a detailed approach that at a minimum addresses the following:
 - 1) A complete description of the offeror's technical approach to recruiting Veteran participants. The approach should clearly explain the contractor's ability to identify and recruit Veterans meeting the criteria provided in the PWS, Section 2.0 Scope of Work, including a description of where the vendor will access Veteran's demographic data, and how the contractor intends to recruit Veterans meeting the required criteria. In terms of scale, the technical approach should demonstrate how it will recruit and schedule a maximum of 400 unique Veterans during a one-year period and shall include lead time required by the contractor for each study.
 - 2) A description of the offeror's approach to providing study support to the Government and Veteran study participants that demonstrates its ability to capture written notes and audio recordings, provide access to web conferencing software, and provide technology troubleshooting support to Veterans.
 - 3) A description of the offeror's approach to promptly generate payments to Veterans following study participation and provide evidence of payments disbursed to the Government.

Under no circumstances shall any pricing be included in the Proposal Volume I.

- ii. VOLUME II – PAST PERFORMANCE. Offerors shall submit a list of up to three contracts (including Federal, State, local government, and/or commercial) (prime contracts, task/delivery orders, and/or major subcontracts) in performance at any point during the three (3) years immediately prior to the proposal submission date, which are relevant to the efforts required by this solicitation.

Areas of relevance include the following:

- Establishing and maintaining databases of Veterans, recruitment of Veteran participants using specific recruitment criteria (gender, age, use or not use of health IT (HIT), specific medical conditions, etc.)
- Participant logistics: scheduling of participants, delivery of study instructions, and remuneration of study participants.

- Set-up and utilization of technology for remote testing and recording of study sessions and focus groups; transcription of sessions.

Data concerning the prime contractor shall be provided first, followed by each proposed major subcontractor, in alphabetical order. This volume shall be organized into the following sections:

(1) Section 1 – Contract Descriptions. This section shall include the following information:

(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, telephone and fax numbers.

(c) Technical representative/Contracting Officer's Representative (COR), and current e-mail address, telephone and fax numbers.

(d) Contract administration activity and the Administrative Contracting Officer's name, and current e-mail address, telephone and fax numbers.

(e) Contract Number and, in the case of Indefinite Delivery type contracts, GSA contracts, and Blanket Purchase Agreements, include Delivery Order Numbers also.

(f) Contract Type (specific 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)).

(g) Awarded price/cost.

(h) Final or projected final price/cost.

(i) Original delivery schedule, including dates of start and completion of work.

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

(2) Section 2 - Performance. Offerors shall provide a specific narrative explanation of each contract listed in Section 1 describing the objectives achieved 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 reoccurrence. The Offerors shall list each time the delivery schedule was revised and provide an explanation of why the revision was necessary. The Offerors shall indicate if any of the contracts listed were terminated and the type and reasons for the termination.

(3) Section 3 – Subcontracts. Offerors shall provide an outline of how the effort required by the solicitation will be assigned for performance within the Offeror's corporate entity and among the proposed subcontractors. The information provided for the prime Offeror and each proposed subcontractor must include the entire company name, company address, CAGE Code, DUNS Number and type of work to be performed by citing the applicable Government PWS paragraph number.

(4) Section 4 – 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.

Completed Past Performance Questionnaires (PPQs): Offeror may submit a maximum of three (3) PPQs (Attachment E). 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 (1) completed PPQ per reference and a maximum of three (3) completed PPQs. The Offeror shall instruct the POC at the referenced entity to return a copy of the completed PPQ directly to the Contract Specialist at allen.smith3@va.gov and the SSA/CO at lora.gross@va.gov NO LATER THAN THE CLOSING DATE OF THE SOLICITATION (inclusive of any closing date extensions granted via amendment).

If the Offeror has no relevant past performance, it shall affirmatively state that it possesses no relevant past performance.

Under no circumstances shall any pricing (for this contract) be included in the Proposal Volume II.

iii. VOLUME III– VETERANS INVOLVEMENT.

The order of preference will be:

- a) Verified Service-Disabled Veteran-Owned Small Business (SDVOSB);
- b) Verified Veteran-Owned Small Business (VOSB);
- c) Non-Veteran Owned Small Businesses subcontracting the required percentage to verified SDVOSB/ VOSB concerns; then

d) All other small businesses.

- 1) Substantiating documents such as teaming agreements must be submitted with the offer. To receive credit as an SDVOSB or VOSB, an Offeror must be registered in System for Award Management (SAM) as required by 48 CFR Subpart 4.11, must meet the small business size standards for NAICS 541611, and must be verified by CVE as demonstrated through a search of the Vendor Information Pages at www.vip.vetbiz.gov.
- 2) Non-Veteran Owned Offerors must state in their proposals the names of the verified SDVOSBs and VOSBs with whom they intend to subcontract and provide a brief description of the proposed subcontracts and the approximate dollar values of the proposed subcontracts. In addition, the proposed subcontractors must be registered in SAM as required by 48 CFR Subpart 4.11, and verified by CVE.
- 3) To the maximum extent feasible, the contractor and any subcontractors shall comply with VA's VOSB, SDVOSB, socioeconomic, and other small business goals, including, but not limited to, 38 U.S.C. §8127.
- 4) The Offeror shall agree, if awarded a contract, to use the verified SDVOSB or VOSBs proposed as subcontractors or to substitute one (1) or more verified SDVOSBs or VOSBs for subcontract work of the same or similar value.
- 5) VA will assign evaluation credit for an Offeror (prime contractor) that is an SDVOSB or VOSB. Non-Veteran owned small businesses that subcontract 7% or more of the contract value to a SDVOSB or 10% or more of the contract value to VOSB will also receive evaluation credit.

iv. VOLUME IV - PRICE FACTOR.

The Offeror shall complete the Pricing Schedule (B2. PRICE SCHEDULE) of the RFP. Offeror must propose pricing for each line item for all contract years. For any items that will be not separately priced, note such with "NSP". Note that other direct costs (ODCs) will be priced as a not-to-exceed amount, provided by the Government at time of award for the purpose of recruited participant reimbursement.

Price Rounding- The Government requires Offerors to propose unit prices and total prices that are two (2) decimal places and requires the unit prices and total prices to be displayed as two (2) decimal places. Offerors must ensure that the two (2) digit unit price multiplied by the item quantity equals the two (2) digit total item price (there shall be no rounding).

v. VOLUME V - SOLICITATION, OFFER AND AWARD DOCUMENTS AND CERTIFICATIONS/REPRESENTATIONS.

Certifications and Representations - An authorized official of the firm shall sign the SF 1449 and all certifications requiring original signature. An Acrobat PDF file shall be created to capture the signatures for submission. This Volume shall contain the following:

- a) Solicitation Section A – Standard Form (SF1449) and Acknowledgement of Amendments, if any.
- b) Any proposed terms and conditions and/or assumptions upon which the proposal is predicated.
- c) Completed *Offerors Representations and Certifications-Commercial Items* (see provision 52.212-3).

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 award.

Questions: Any questions concerning this solicitation should be submitted in writing by e-mail to: Allen Smith (allen.smith3@va.gov) and Lora Gross (lora.gross@va.gov). **The deadline for submission of questions regarding this solicitation is August 18, 2015 12:00 PM ET.** No additional questions will be accepted after that date/time.

Offer Due Date: Offeror must complete and return all information prior to the time specified in block #8 on the SF 1449 in order to be considered for award.

------(End of Addendum to 52.212-1) -----

E.2 PROPOSAL EVALUATION AND AWARD

A. BASIS FOR AWARD

The Department of Veterans Affairs (VA), Strategic Acquisition Center - Frederick (SAC-F) is issuing this Request for Proposal (RFP) for the purpose of awarding a single contract. Award will be made based on the best overall (i.e., best value) proposal that is determined to be the most beneficial to the Government, with appropriate consideration given to the four following evaluation Factors: Technical Approach, Past Performance, Veterans Involvement, and Price. The Technical Factor is significantly more important than the Past Performance Factor, which is significantly more important than the Veterans Involvement Factor.

The non-Price Factors, when combined, are significantly more important than the Price Factor. To receive consideration for award, a rating of no less than "Satisfactory" must be achieved for the Technical Factor. Offerors are cautioned 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 (1) or more of the non-price factors. Alternately, award may not be made to the most highly rated technical proposal where any price premium is not warranted in the judgement of the Source Selection Official. The Government intends to award one contract.

B. FACTORS TO BE EVALUATED

Non-Price Factors (listed in descending order of importance):

1. TECHNICAL APPROACH
2. PAST PERFORMANCE
3. VETERANS INVOLVEMENT

Price Factor

PRICE

C. EVALUATIONS

All proposals shall be subject to evaluation by a team of Government personnel. The Government intends to evaluate proposals and award a contract without discussions with the Offerors (except for clarifications and questions as described in the FAR). Therefore, the Offeror's initial proposal should contain the Offeror's best terms from a cost or price and technical standpoint. The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary. In the event discussions are held, a competitive range determination will be made. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.

Each 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 not sufficient. Offerors that fail to appropriately and completely address the minimum requirements of the solicitation will be rated unacceptable and thus, ineligible for award.

1. TECHNICAL APPROACH EVALUATION APPROACH.

The evaluation process will consider the following:

a. Offeror's Understanding of the Work - The proposal will be evaluated to determine the extent to which it demonstrates a clear understanding of all features involved in solving the problems and meeting and/or exceeding the requirements presented in the solicitation and the extent to which uncertainties are identified and resolutions proposed. A proposal which merely restates the requirement or states that the requirement will be met, without providing supporting rationale, will be rated Unsatisfactory.

b. Feasibility of the Offeror's Approach - The proposal will be evaluated to determine the extent to which the proposed approach is workable and the end results achievable. 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 and/or exceeding the requirements in a timely manner. Offerors with direct access to Veterans data and those with lower lead times for participant recruitment for studies may be rated more favorably.

c. Completeness of Offeror's Approach - The proposal will be evaluated to determine whether the Offeror's methods and approach have adequately and completely considered, defined, and satisfied the requirements specified in the solicitation. The proposal will be evaluated to determine the extent to which each requirement has been addressed in accordance with the proposal submission instructions of the solicitation.

2. PAST PERFORMANCE EVALUATION APPROACH.

The Past Performance evaluation will assess the relative risks associated with an Offeror's likelihood of success in fulfilling the solicitation's requirements as indicated by that Offeror's record of past performance. In this context, "Offeror" refers to the proposed prime contractor and all proposed subcontractor(s). A major subcontractor is defined as one who will be providing more than 20% of the total proposed price for the work. The prime contractor and proposed major subcontractor(s) will be assessed individually and the results will then be assessed in their totality to derive the Offeror's Past Performance rating.

The Government will conduct the performance risk assessment based on the quality, relevancy and recency of the Offeror's past performance, as well as that of its major subcontractors, as it relates to the probability of successful accomplishment of the required effort. Offerors are cautioned that the Government may review available past performance data available in the Past Performance Information Retrieval System (PPIRS). The Government reserves the right to obtain past performance information from any available source and may contact customers other than those identified by the Offeror when evaluating past performance. Since the Government may not necessarily interview all of the sources provided by the Offerors, it is incumbent upon the Offerors to

explain the relevance of the data provided. Offerors are reminded that the burden of proving low performance risk rests with the Offerors.

The Past Performance Approach will be evaluated based on the narrative contained within the PP Volume submission, Past Performance Questionnaires (PPQs), and other Government sources for quality, timeliness, and relevance (i.e., experience in providing services similar in size, scope, and complexity as described in the PWS). The Government will make determination of relevance (areas of relevance are defined in PROPOSAL PREPARATION AND SUBMISSION INSTRUCTIONS of the RFP). If no past performance information is readily available (FAR 15.305(a) (2) (iv)), the Offeror's past performance will be evaluated as Neutral/Unknown.

3. VETERANS INVOLVEMENT EVALUATION APPROACH.

In accordance with VAAR 852.215-70, Service-Disabled Veteran-Owned and Veteran-Owned Small Business (VOSB) Evaluation Factors, the Government will assign full evaluation credit for an Offeror (prime contractor) which is a Center for Verification and Evaluation (CVE) registered and verified Service-Disabled Veteran-Owned Small Business (SDVOSB) and partial credit for a verified VOSB prime offeror. Non-SDVOSB/VOSB Offerors proposing to subcontract 7% or more of the contract value to a verified SDVOSB concern or 10% or more of the contract value to a verified VOSB concern will receive some evaluation credit. Note that in order to receive credit under this evaluation factor, prime contractor SDVOSBs and/or VOSBs or proposed subcontractor SDVOSBs and/or VOSBs must be registered in SAM, the Vendor Information Pages (VIP) at <http://www.vip.vetbiz.gov>, and verified by the CVE at the time of award.

4. PRICE EVALUATION APPROACH.

The Government will evaluate price reasonableness using price analysis techniques as prescribed in FAR 15.404-1(b). Price will not be evaluated adjectivally or assigned a score. The Government will evaluate offers by adding the total of all line item prices, including all options.

Unbalanced Pricing - The Government may evaluate whether the Offeror has submitted unbalanced pricing. An unbalanced price is one where the price of one or more contract line items is significantly overstated or understated and which will result in the Government paying an unreasonably high price for contract performance or otherwise present an unacceptable level of risk to the Government. If the Contracting Officer determines that the risk is unacceptable, then the offer can be rejected.

E.3 52.203-98, Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements—Representation (DEVIATION 2015-02)

(a) In accordance with section 743 of Division E, Title VII, of the Consolidated and Further Continuing Resolution Appropriations Act, 2015 (Pub. L. 113-235), Government agencies are not permitted to use funds appropriated (or otherwise made available) under that or any other Act for contracts with an entity that requires employees or subcontractors of such entity seeking to report fraud, waste, or abuse to sign internal

confidentiality agreements or statements prohibiting or otherwise restricting such employees or contactors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

(b) The prohibition in paragraph (a) of this provision does not contravene requirements applicable to Standard Form 312, Form 4414, or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

(c) *Representation.* By submission of its offer, the Offeror represents that it does not require employees or subcontractors of such entity seeking to report fraud, waste, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

(End of provision)

E.4 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.5 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> (see 52.204-7).

(End of Provision)

E.6 52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS— COMMERCIAL ITEMS (DEC 2014)

The 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 (p) 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.

“Highest-level owner” means the entity that owns or controls an immediate owner of the offeror, or that owns or controls one or more entities that control an immediate owner of the offeror. No entity owns or exercises control of the highest level owner.

“Immediate owner” means an entity, other than the offeror, that has direct control of the offeror. Indicators of control include, but are not limited to, one or more of the following: Ownership or interlocking management, identity of interests among family members, shared facilities and equipment, and the common use of employees.

“Inverted domestic corporation” means a foreign incorporated entity that meets the definition of an inverted domestic corporation under 6 U.S.C. 395(b), applied in accordance with the rules and definitions of 6 U.S.C. 395(c).

“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.

“Small disadvantaged business concern”, consistent with 13 CFR 124.1002, means a small business concern under the size standard applicable to the acquisition, that—

(1) Is at least 51 percent unconditionally and directly owned (as defined at 13 CFR 124.105) by—

(i) One or more socially disadvantaged (as defined at 13 CFR 124.103) and economically disadvantaged (as defined at 13 CFR 124.104) individuals who are citizens of the United States; and

(ii) Each individual claiming economic disadvantage has a net worth not exceeding \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(2) The management and daily business operations of which are controlled (as defined at 13.CFR 124.106) by individuals, who meet the criteria in paragraphs (1)(i) and (ii) of this definition.

“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 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) *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)(10)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. [The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture:_____.] Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

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

(1) *Previous contracts and compliance.* The offeror represents that—

(i) It [] has, [] has not participated in a previous contract or subcontract subject 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 Certificate.* (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American—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—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—Free Trade Agreements—Israeli Trade Act Certificate*. (Applies only if the clause at FAR 52.225-3, Buy American—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—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—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—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—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—Free Trade Agreements—Israeli Trade Act”:

Canadian End Products:

Line Item No.

[List as necessary]

(3) *Buy American—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—Free Trade Agreements—Israeli Trade Act”:

Canadian or Israeli End Products:

Line Item No.	Country of Origin
<hr/>	<hr/>
<hr/>	<hr/>
<hr/>	<hr/>

[List as necessary]

(4) *Buy American—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—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
<hr/>	<hr/>
<hr/>	<hr/>
<hr/>	<hr/>

[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
<hr/>	<hr/>
<hr/>	<hr/>
<hr/>	<hr/>

[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 statute. 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 Labor Standards.* (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 Labor Standards 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) Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with either an inverted domestic corporation, or a subsidiary of an inverted domestic corporation, unless the exception at 9.108-2(b) applies or the requirement is waived in accordance with the procedures at 9.108-4.

(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.

(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>).

(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.

(p) *Ownership or Control of Offeror.* (Applies in all solicitations when there is a requirement to be registered in SAM or a requirement to have a DUNS Number in the solicitation.)

(1) The Offeror represents that it ☐ has or ☐ does not have an immediate owner. If the Offeror has more than one immediate owner (such as a joint venture), then the Offeror shall respond to paragraph (2) and if applicable, paragraph (3) of this provision for each participant in the joint venture.

(2) If the Offeror indicates “has” in paragraph (p)(1) of this provision, enter the following information:

Immediate owner CAGE code:

Immediate owner legal name:

(Do not use a “doing business as” name)

Is the immediate owner owned or controlled by another entity: ☐ Yes or ☐ No.

(3) If the Offeror indicates “yes” in paragraph (p)(2) of this provision, indicating that the immediate owner is owned or controlled by another entity, then enter the following information:

Highest-level owner CAGE code:

Highest-level owner legal name:

(Do not use a “doing business as” name)

(End of Provision)

E.7 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)

The following provisions are incorporated by reference:

<u>FAR Number</u>	<u>Title</u>	<u>Date</u>
52.204-7	SYSTEM FOR AWARD MANAGEMENT	JUL 2013
52.209-2	PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS—REPRESENTATION	DEC 2014
52.225-25	PROHIBITION ON CONTRACTING WITH ENTITIES ENGAGING IN CERTAIN ACTIVITIES OR TRANSACTIONS RELATING TO IRAN—	DEC 2012

	REPRESENTATION AND CERTIFICATIONS	
852.209-70	ORGANIZATIONAL CONFLICTS OF INTEREST	JAN 2008
852.215-70	SERVICE-DISABLED VETERAN-OWNED AND VETERAN-OWNED SMALL BUSINESS EVALUATION FACTORS	DEC 2009
852.233-70	PROTEST CONTENT/ALTERNATIVE DISPUTE RESOLUTION	JAN 2008
852.270-1	REPRESENTATIVES OF CONTRACTING OFFICERS	JAN 2008
852.273-74	AWARD WITHOUT EXCHANGES	JAN 2003

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 Logistics, Risk Management 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)