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## SECTION B - CONTINUATION OF SF 1449 BLOCKS

### B.1 CONTRACT ADMINISTRATION DATA

1. **CONTRACT ADMINISTRATION:** All contract administration matters will be handled by the following individuals:

a. CONTRACTOR: \_\_\_\_\_

\_\_\_\_\_

Telephone: \_\_\_\_\_

Fax: \_\_\_\_\_

DUNS No.: \_\_\_\_\_

Tax ID No.: \_\_\_\_\_

b. GOVERNMENT:      Contract Specialist 00261~ Ricky Woods  
Department of Veterans Affairs  
VA Sierra Pacific Network (VISN 21)  
VA Northern California HealthCare System  
5342 Dudley Blvd. Bldg 209 (NCO21)  
McClellan CA 95652-1012

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 Central Contractor Registration, or

☐ 52.232-36, Payment by Third Party

**3. INVOICES:** Invoices shall be submitted in arrears:

- a. Quarterly ☐
- b. Semi-Annually ☐
- c. Other ☒ Monthly

**4. GOVERNMENT INVOICE ADDRESS:** All Invoices from the contractor shall be submitted electronically in accordance with VAAR Clause 852.232-72 Electronic Submission of Payment Requests. VA's Electronic Invoice Presentment and Payment System – The FSC uses a third-party contractor, OB10, to transition vendors from paper to electronic invoice submission.

**Vendor e-Invoice Set-Up Information:**

Submit your electronic invoices to the VA Financial Services Center for payment processing via the OB-10 system <http://ob10.com/us/en/veterans-affairs-us/>, free of charge. If you have question about the e-invoicing program or OB10, please contact the FSC at the phone number or email address listed below:

OB10 e-Invoice Setup Information: 1-877-489-6135

OB10 e-Invoice email: [VA.Registration@ob10.com](mailto:VA.Registration@ob10.com)

FSC e-Invoice Contact Information: 1-877-353-9791

FSC e-invoice email: [vafscscshd@va.gov](mailto:vafscscshd@va.gov)

**B.2 PRICE/COST SCHEDULE**

Contractor shall provide Temporary Emergency Housing and Case Management Services for *eligible beneficiaries* of the Department of Veterans Affairs, San Francisco Veteran Affairs Medical Center. The “day” unit is defined as room and board to accommodate 1 Veteran per bed/per night. All services shall be provided in accordance with Performance Work Statement (PWS) contained herein.

**BASE PERIOD: SEPTEMBER 1, 2016 through AUGUST 31, 2017**

Contract Line Item Number	DESCRIPTION	MIN. QTY.	UNIT	UNIT PRICE	TOTAL EST. PRICE
0001	Temporary Emergency Housing Services in accordance with Performance Work Statement herein.	3,285	EA	\$	\$
<b><u>Total for Base Period: \$</u></b>					

**OPTION PERIOD ONE: SEPTEMBER 1, 2017 through AUGUST 31, 2018**

Contract Line Item Number	DESCRIPTION	MIN. QTY.	UNIT	UNIT PRICE	TOTAL EST. PRICE
1001	Temporary Emergency Housing in accordance with Performance Work Statement herein.	3,285	EA	\$	\$
<b><u>Total for Option Period One: \$</u></b>					

**OPTION PERIOD TWO: SEPTEMBER 1, 2018 through AUGUST 31, 2019**

Contract Line Item Number	DESCRIPTION	MIN. QTY.	UNIT	UNIT PRICE	TOTAL EST. PRICE
2001	Temporary Emergency Housing in accordance with Performance Work Statement herein.	3,285	EA	\$	\$
<b><u>Total for Option Period Two: \$</u></b>					

**OPTION PERIOD THREE: SEPTEMBER 1, 2019 through AUGUST 31, 2020**

Contract Line Item Number	DESCRIPTION	MIN. QTY.	UNIT	UNIT PRICE	TOTAL EST. PRICE
3001	Temporary Emergency Housing in accordance with Performance Work Statement herein.	3,285	EA	\$	\$

	<b><u>Total for Option Period Three: \$</u></b>
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**OPTION PERIOD FOUR: SEPTEMBER 1, 2020 through AUGUST 31, 2021**

Contract Line Item Number	DESCRIPTION	MIN. QTY.	UNIT	UNIT PRICE	TOTAL EST. PRICE
4001	Temporary Emergency Housing in accordance with Performance Work Statement herein.	3,285	EA	\$	\$
	<b><u>Total for Option Period Four: \$</u></b>				

Base: September 1, 2016 through August 31, 2017 \$\_\_\_\_\_

Option Period One: September 1, 2017 through August 31, 2018 \$\_\_\_\_\_

Option Period Two: September 1, 2018 through August 31, 2019 \$\_\_\_\_\_

Option Period Three: September 1, 2019 through August 31, 2020 \$\_\_\_\_\_

Option Period Four: September 1, 2020 through August 31, 2021 \$\_\_\_\_\_

**Grand Total: \$\_\_\_\_\_**

**SAN FRANCISCO VA HEALTH CARE SYSTEM  
HEALTH CARE FOR HOMELESS VETERANS (HCHV)  
CONTRACTED EMERGENCY RESIDENTIAL SERVICES (CERS)  
RESIDENTIAL TREATMENT**

**A. BACKGROUND**

Ending homelessness among Veterans by 2015 was established as a national priority by the Department of Veterans Affairs Secretary, Eric Shinseki, in November 2009 at the National Summit on Ending Veterans Homelessness. In June 2010, the U.S. Interagency Council on Homelessness (USICH) released *Opening Doors: Federal Strategic Plan to Prevent and End Homelessness*, which is fully aligned with this goal. Eliminating Veteran Homelessness remains one of three Agency Priority Goals for 2014-2015 in VA's 2014-2020 Strategic Plan.

The Health Care for Homeless Veterans (HCHV) program is an essential and critical part of VHA, providing a gateway to VA and community-based supportive services for eligible Veterans who are homeless. HCHV programs provide outreach services; care, treatment, and rehabilitative services, including case management services; and therapeutic transitional housing assistance under 38 U.S.C. 2032 in conjunction with Work Therapy under 38 U.S.C. 1718. The program uses Contracted Residential Services in community locations to engage homeless Veterans who have been underserved. Many of these Veterans would benefit from mental health and Substance Use Disorder (SUD) treatment but will not avail themselves of these services without the encouragement of outreach workers.

**B. PROGRAM DESCRIPTION**

The HCHV CERS Program exists to provide a means of removing homeless Veterans from the street or habitation unfit for humans and placing them in community-based, residential environments with sufficient supportive services to meet their basic needs and ultimately, facilitate the improvement of their overall health status and housing situation.

**B.1. HCHV CERS Program characteristics:**

**B.1.1.** Targets and prioritizes homeless Veterans who are eligible for VA health care, and are transitioning from chronic literal street homelessness, Veterans being discharged from institutions (including those in need of medical respite), and Veterans who recently became homeless and require safe and stable living arrangements while they seek permanent housing

**B.1.2.** Seeks to reduce barriers to immediate placement

**B.1.3.** Does not require any length of sobriety or abstinence from alcohol or other drugs as a condition of admission

**B.1.4.** Provides safe, secure housing as well as supportive services

**B.1.5.** Lengths of Stay typically range from 30 to 90 days with the option to extend based on clinical need.

**B.1.6.** Veterans are expected to meaningfully engage their case managers and available Programming

**B.1.7.** Emphasis is placed on achieving placement in permanent housing or longer term



residential programs that offer path to increased housing stabilization at the time of program exit, and reducing negative exits due to rule violations or other avoidable circumstances.

## **B.2. House Rules and Expectations**

**B.2.1.** Rules focus on staff and resident safety:

**B.2.1.1.** No buying or selling of alcohol or drugs in the facility

**B.2.1.2.** No dealing or use of illicit drugs in the facility

**B.2.1.3.** No sexual activity between residents

**B.2.1.4.** No violence or threats of violence

**B.2.1.5.** Honor nightly curfew

**B.2.2.** When possible, infractions are to be used to engage residents, not simply as grounds for service termination. Negative discharges will be monitored as a measure of program quality.

**B.2.3.** Veterans are expected to engage programming and maintain communication with case managers at all times around matters relating to admission, stay, and treatment

## **B.3. Admission Practices**

**B.3.1.** Staff will assist residents with admission forms and eligibility determination with VA

**B.3.2.** Facility works to reduce barriers to admission:

**B.3.2.1.** Accepts referrals throughout day if possible

**B.3.2.2.** Flexibility with admission processes

## **B.4. Admission Criteria**

**B.4.1.** Homeless Veteran

**B.4.2.** Eligible for VA Health Care

## **B.5. Overview of Types of Services Available to Residents**

**B.5.1.** Safe, Secure housing (includes laundry and restroom facilities)

**B.5.2.** Three daily nutritious meals

**B.5.3.** Case Management and Care Coordination Services

**B.5.4.** Vocational Services

**B.5.5.** Benefits Services

**B.5.6.** Enhancement of Independent Living Skills

**B.5.7.** Permanent/ Transitional housing search support

**B.5.8.** Support for mental health stabilization

**B.5.9. Substance Use Disorder treatment services**

**C. PERFORMANCE WORK STATEMENT**

**C.1. OBJECTIVE**

The Contractor shall provide residential treatment services for homeless Veterans in accordance with the HCHV CERS model requirements. Services are expected to involve a 24-hour-a-day/7-days-a-week therapeutic community and evidence-based recovery program offering supportive, secure housing to homeless Veterans with substance use disorders, many of whom may also be dealing with significant mental illness. The program places an expectation on the Veteran to engage in treatment participation and also on the contractor to provide not only quality substance use disorder treatment, but also a focus on improving housing stability to ensure a transition from homelessness to permanent, stable housing and ongoing engagement with after-care and relapse prevention services upon discharge. Contractors must comply with all HCHV CERS requirements as identified below.

**C.2. HCHV CERS PROVIDER QUALIFICATIONS & CAPABILITY REQUIREMENTS**

**C.2.1.** Must be possess a valid, current State License to provide Residential Substance Use Disorder Treatment Services.

**C.2.2.** Capable of performing outreach or otherwise identifying and referring homeless Veterans with substance abuse disorders with a desire to pursue recovery by entering a residential treatment program to the contract program;

**C.2.3.** Capable of providing secure, separate housing and bathroom accommodations for males and females; common use of kitchen facilities and dining rooms is acceptable;

**C.2.4.** Capable of providing services twenty-four (24) hrs. a day for Veteran placements lasting up to ninety (90) days per Veteran. Extensions beyond initial ninety (90) days should be authorized in writing by VA Liaison; extensions beyond six (6) months must be prior-approved by the Social Work Service Contract Coordinator/ COR;

**C.2.5.** Capable of providing three daily nutritious meals and reasonable accommodation for special dietary needs;

**C.2.6.** Capable of offering a means for clients to wash their own clothes or otherwise tend to laundry;

**C.2.7.** Capable of providing secure, appropriate storage for both Veteran belongings and medication;

**C.2.8.** Capable of providing quality case management and treatment services that utilize a Recovery Model approach that includes elements of motivational interviewing, harm reduction, and critical time intervention ;

**C.2.9.** Capable of maintaining a minimum of one staff member on site at all times to ensure appropriate response to matters involving Veteran safety;

**C.2.10.** Capable of providing a working phone line and ensuring reasonably prompt communication with the VA is possible at all times;

**C.3 DIRECT VETERAN CLINICAL SERVICES: 60% of time involves direct service to Veterans**

**C.3.1. Occupancy:** The contractor will be responsible for ensuring that a minimally acceptable level of 80% occupancy of HCHV CERS funded beds is maintained at all times through independent outreach efforts as well as by collaboration with VA.

**C.3.2 Care Planning:** Contractor will engage the veteran in a collaborative assessment of needs, including barriers to stable housing, and create an initial plan of care to address those concerns within 14 days of admission. This plan is to be updated as needed throughout the Veterans episode of care.

**C.3.3. Case Management:** Contractor will provide individual case management meetings at least three (3) times per month (preferably once per week) that focus, at a minimum, on: housing search and stabilization, increasing income, any necessary coordination of ongoing participation in care provided by VA/community medical and/or mental health care providers, and ongoing discharge planning.

**C.3.4. Medication Monitoring:** Contractor is expected to provide an appropriate, secure storage area and controlled access for medications that are brought into the program and used by the Veteran. Veterans may take medications without any assistance from program staff, however, all medications taken should be observed, logged, and accounted for. Any suspicion or concern of misuse is to be reported to VA Liaison immediately following incident reporting protocol.

**C.3.5. Exits to Independent Housing:** The contractor is expected to promote a focus on achieving stable, independent housing for all Veterans referred for care; exits to permanent, independent housing will be monitored as an indicator of overall program quality utilizing data provided by the VHA Support Service Center's Homeless Service Scorecard – the target rate for exits to this type of housing will be 40% or higher.

**C.3.6. Negative Exits:** The contractor is expected to facilitate Veteran completion of the HCHV CERS Program to the maximum extent possible, while still maintaining program integrity and safety; "Negative Exits," which shall be defined as discharges involving Veterans being asked to leave the program due to rule violation or otherwise leaving the program without consulting program staff in any way, shall be monitored on a continuous basis utilizing data provided by the VHA Support Service Center's Homeless Service Scorecard – the target rate for these types of exits will be 30% or less.

**C3.7. Substance Use Disorder Treatment:** Contractor will be expected to provide evidence based practice treatment services that support the Veteran in gaining and applying knowledge of the recovery process to his/her life, and to provide referral for additional treatment and/or after care supports as needed to promote and facilitate the individual Veteran's recovery effort.

#### **C.4. ADMINISTRATIVE SERVICES: 40% of time does not involve direct service to Veterans**

**C.4.1. Determination of Eligibility:** The contractor is responsible for determining Veteran eligibility for placement into HCHV CERS Bed. A Veteran must be homeless and eligible for VA health care in order to be considered for admission to any CERS Program. Failure to establish eligibility prior to admission may result in denial of payment for services provided to ineligible Veterans.

**C.4.2. Release of Information:** The contractor shall ensure that a signed VA Release of Information (ROI) is obtained for any Veteran being admitted to an HCHV CERS Bed and placed into individual case record.

**C.4.3. Individual Case Records:** The contractor will maintain an individual case record for each

referred Veteran. Case records must be maintained in security and confidence as required by the Confidentiality of Alcohol and Drug Abuse Patient Records (42 CFR part II) and the Confidentiality of Certain Medical Records (38 USC 7332), and in accordance with the Health Insurance Portability and Accountability Act (HIPAA: Pub. Law. 104–191). Records should contain at a minimum: Reason for referral; pertinent demographic information; copies of any medical prescriptions/orders issued by physicians; case management/treatment notes; any critical incident reports; and a final summary that include reason(s) for leaving, the Veteran's known future plans, and follow-up locator information, if available.

**C.4.4. Homeless Management Information System (HMIS) Data Reporting:** Veterans served through VA's HCHV CERS program must have client level data entered into the local Community Continuum of Care's (CoC) HMIS. Data entered must include, at a minimum, the Universal Data Elements from the 2010 HMIS Data Standards.

**C.4.5. Daily Census Sign-In Sheet:** The contractor is responsible for collecting Veteran participant signatures on a daily census sign-in sheet to verify attendance in the program. This information is to be provided to the VA Liaison on a daily basis in order to ensure effective monitoring of bed utilization.

**C.4.6. Incident Reporting:** The contractor shall notify the VA immediately when *any* adverse critical incident involving a Veteran admitted to the program occurs. Critical Incidents shall include:

- C.4.6.1.** Falls
- C.4.6.2.** Elderly/Dependent Adult Abuse or Neglect
- C.4.6.3.** Sexual Assault
- C.4.6.4.** Fire (Veteran Involved)
- C.4.6.5.** Medical or Mental Health Emergency (911 Calls)
- C.4.6.6.** Hospitalization
- C.4.6.7.** Suicidal ideation or attempt
- C.4.6.8.** Homicidal ideation
- C.4.6.9.** Assault (of other residents or Staff)
- C.4.6.10.** Death
- C.4.6.11.** Infectious Control Concerns (Bed Bugs, TB, etc.)
- C.4.6.12.** Active Substance Abuse
- C.4.6.13.** Observation/ Possession of Weapons

During normal business hours, the identified VA Liaison, HCHV Coordinator or COR should be contacted immediately by phone to report such an incident; if the incident occurs after hours, the local VA Facility Administrator on Duty (AOD) should be notified, also by telephone. A written report to the VA Liaison and/or COR should follow within 24 business hours. Contractor shall maintain a copy of all critical incident reports in the involved Veteran's individual case record.

**C.4.7. Extension Requests:** The contractor is responsible for ensuring that all requests for extension of services beyond the initially authorized service period of 90 days are reviewed and approved in writing by the VA Liaison (or Social Work Service Contract Coordinator/ COR for requests exceeding six (6) months).

**C.4.8. Satisfaction Surveys:** The contractor will be responsible for administering, collecting, and delivering monthly to VA Liaison the Universal Stakeholder Participation and Experience Questionnaires (uSPEQ) Survey: This survey will be the primary tool for reporting Veteran satisfaction data in VA specialized homeless programs; it is to be administered to and collected from any Veterans who have resided in the program for at least of thirty (30) days.

**C.4.9. Discharge Reporting:** The contractor is responsible for notifying the identified VA Liaison (or designee) within 24 business hrs. that a discharge has occurred, and for providing a written report of discharge that contains the specific data required by the Northeast Program Evaluation Center (NEPEC) for documentation of discharge in the Homeless Operations and Management Evaluation System (HOMES) within 48 business hrs.

## **D. DELIVERABLES**

**D.1. QUALITY CONTROL BUSINESS PLAN:** The contractor shall submit a Quality Control Business Plan that supports the program objectives and associated tasks. The CO shall review and comment as necessary to ensure that contract goals are met.

**D.2. STAFFING AND SERVICE PLAN:** The contractor shall provide a detailed staffing and service plan. Plan should demonstrate that sufficient professional personnel are employed to carry out the policies, responsibilities, and services required under this contract. The Contractor must identify each person functioning as “Key Personnel” under this contract, and provide the VA with a description of the services to be provided by each person. The Contractor shall assign to this contract personnel that by education and/or training (and, when required, certification or licensure) are qualified to provide the services required by this PWS. Contractor may be required to supply a resume(s) summarizing relevant skills and experience of any/all key personnel upon request. Minimum Key Personnel requirements are as follows:

**D.2.1.** One administrative staff member, or designee of equivalent professional capability (with the authority to make decisions regarding the facility and residents, or with contact information for an offsite administrator in case of emergency), on duty on the premises or providing awake supervision of residents and staff 24 hours a day, 7 days a week.

**D.2.2.** One professionally credentialed clinical supervisor full-time onsite to provide treatment and clinical services.

**D.2.3.** Sufficient case management/counseling personnel to maintain the therapeutic milieu and provide direct services to Veterans residents. Case managers must have sufficient training and experience working with homeless individuals with chronic medical, mental health and substance abuse problems to be able to assess, anticipate, and effectively refer for additional support, Veterans experiencing crises.

**D.2.4.** At least one staff or security member with CPR certification on site and available in an emergency during each shift, 24 hours per day.

The contractor shall provide resumes for any proposed substitutions of key personnel, at least 15 days proposed date of substitution. substitution is to occur. The Contracting Officer shall notify the contractor within fifteen (15) calendar days after receipt of all required information if the VA is able to accept the proposed substitute key personnel. Temporary substitutions of key personnel shall be permitted in accordance with the contractor’s contingency plan. The contractor’s contingency plan to be utilized if personnel leave contractor’s employment or are unable to continue performance in accordance with the terms and conditions of the resulting contract should be submitted to CO as a part of proposal package. The CO is the ultimate authority on acceptable length for temporary substitution of key personnel.

The VA reserves the right to refuse or revoke acceptance of any key personnel if personal or professional conduct, or lack of required skills or experience jeopardizes patient care or interferes with the regular and ordinary operation of the facility and the HCHV CERS Program.

**D.3. DOCUMENTATION OF SUPPORTIVE SERVICES:** The Contractor shall provide written documentation constituted by the individual Veteran case record that verifies the provision of all supportive services required under this contract for each Veteran participant.

**D.4. CARE PLAN:** The written plan of care shall be completed and entered into the individual Veteran case record no later than day 14 days after being admitted to the program.

**D.5. CRITICAL INCIDENT REPORTS:** Written critical incident reports must be submitted to the VA Liaison within 24 business hours (VA Liaison/AOD to be notified immediately or as soon as possible when incidents occur).

**D.6. EXTENSION REQUESTS:** Written requests for extension are due prior to the 90<sup>th</sup> day when it is anticipated the Veteran will require additional time beyond the initially authorized service period, and *prior* to the expiration of the initial and any and all subsequent future extension authorizations.

**D.7. DISCHARGE REPORTS:** The HOMES Exit form shall be completed and submitted to the VA Liaison within 48 business hours (VA Liaison to be notified within 24 hours of discharge).

**D.8. SATISFACTION SURVEYS:** All Universal Stakeholder Participation and Experience Questionnaires (uSPEQ are to be provided to the VA Liaison at the end of each month.

**D.9. DAILY CENSUS SIGN-IN SHEET:** The daily census sign-in sheet should be provided to the VA Liaison daily; weekend or holiday sign-in sheets are to be provided to the VA Liaison the on the next business day.

**D.10. INVOICES:** The monthly invoice is computed at the daily rate multiplied by the total number of beds occupied by Veterans at midnight each night of the given month. Invoices should first be submitted to the VA Liaison for approval and signature by the 5<sup>th</sup> of the month immediately following the billing period in question. Once approved, invoices are to be submitted through the Tungsten Network (Electronic Invoicing System) by the 10<sup>th</sup> of the month immediately following the billing period in question.; all electronic invoices submitted should be accompanied by invoice bearing VA Liaison signature for reference of certifying official. (For additional information, Reference: VAAR 852.273-72 Electronic Submission of Payments pg. 23. and FAR 52.232-33 Payments by Electronic Funds Transfer—System for Award Management pg.27.) .

**D.11. QUARTERLY PERFORMANCE REPORT:** The contractor shall provide the COR with a written report detailing program data and activities on a quarterly basis. The report should contain, at minimum, the following information:

**D.11.1.** Total Number of Veterans Served

**D.11.2.** Occupancy rate

**D.11.2.** Percent of Veterans discharged to independent housing

**D.11.3.** Percent of negative discharges (i.e. discharges due to rule violation, failure to comply with program requirements, or unexpected discharges without prior consultation with staff).

**D.11.4.** Other information the contractor feels pertinent, such as: quality improvement projects, changes in staffing or business practices, systems or resource concerns, etc.

**DELIVERABLE TIME TABLE**

Deliverables	Due Dates
<b>D.1. QUALITY CONTROL BUSINESS PLAN</b>	Due upon solicitation close date
<b>D.2. STAFFING AND SERVICE PLAN</b>	Due upon solicitation close date
<b>D.3. DOCUMENTATION OF SUPPORTIVE SERVICES:</b>	Completed Veteran case record due upon case close out; due to VA upon request only.
<b>D.4. CARE PLAN</b>	Due in Veteran case record by day 14; due to VA upon request
<b>D.5. CRITICAL INCIDENT REPORTS</b>	Due within 24 business hours of a critical adverse event involving a Veteran
<b>D.6. EXTENSION REQUESTS</b>	Due prior to the expiration of any authorized period of service
<b>D.7. DISCHARGE REPORTS</b>	Due within 48 business hours of Veteran discharge
<b>D.8. SATISFACTION SURVEYS</b>	Due at the end of each monthly service period
<b>D.9. DAILY CENSUS SIGN-IN SHEET</b>	Due daily
<b>D.10. INVOICES</b>	Due to VA Liaison by the 5 <sup>th</sup> of the month immediately following the billing period in question; due in Tungsten Network (electronic billing system) by the 10 <sup>th</sup> of the month immediately following the billing period in question.

**E. REFERRALS**

**E.1.** The VA is responsible for determining eligibility of Veterans prior to admission to contractor bed for services. The contractor is expected to work with identified VA Liaison or other designees to confirm eligibility; it is understood that payment for Veterans admitted without an initial determination of eligibility may not be authorized if the Veteran is found to be ineligible.

**E.1.2.** A list of authorized VA ordering personnel, including primary identified VA Liaison, shall be made available to the contractor upon award of the contract. VA employees may be added or deleted from this list during the term of the contract at the discretion of VA. The contractor shall not deviate from the list of individuals authorized to approve admissions without an updated list.

**E.1.3.** Referral constitutes authorization of an initial service period of up to 90 days (unless otherwise specified).

**F. ABSENCES AND CANCELLATION**

**F.1.** The Contractor shall notify VAMC of any absences from the facility. Absences of the patient from the facility in excess of forty-eight (48) hours will not be reimbursable except those with the prior approval of the VAMC coordinator. Should a patient referred to a residential treatment facility absent himself/herself in an unauthorized manner, payment for services for that Veteran to the contract facility would be continued for a maximum period of two days provided there is an active outreach attempt on the part of the contractor facility staff to return the Veteran to the residential treatment program and a strong likelihood that the patient will return. Management of Negative Exits will be an element of quality assurance review of this program.

**F.2.** The contractor may consider providing an authorized absence (or “pass”) for purposes that are expected to further the recovery goals of a Veteran (e.g., job-related absences, family visits, housing searches, medical, etc.). All requests for passes must be documented in writing in the Veterans individual case record. Authorized absences shall not exceed 48 hours in any given month for any single Veteran, unless otherwise approved by contractor *and* VA Liaison.

**F.3.** VA reserves the right to remove any or all Veterans from the facility at any time without additional cost, when it is determined to be in the best interest of the Veteran or VA.

## **G. CONDUCT**

**G.1.** The contractor shall comply with the principles listed in 38 CFR 17.707(b) to provide housing and supportive services in a manner that is free from religious discrimination.

**G.2.** Local law enforcement and/or fire departments should be contacted for assistance and intervention as appropriate and indicated by any given circumstances.

**G.3.** The contractor shall also notify the VA Liaison, AOD, or COR immediately of any high risk situations involving veterans with suicidal and/or homicidal threats or ideation, episodes of physical or sexual violence, sexual activities, safety concerns, or activities involving illegal substances so that appropriate response may be coordinated.

**G.4.** In the event of a medical or psychiatric emergency, it is agreed that every effort will be made to facilitate Veteran access to local VA Medical Center for care. If a VA Medical Center is not available in the vicinity or is otherwise inconveniently located, the Contractor will advise the VA Liaison or AOD of the facility to which the Veteran has been admitted. The Contractor will also be expected to assist Veteran’s requiring non-urgent services with accessing appropriate care from a VA or community facility, as appropriate.

## **H. COMPLAINTS**

The identified VA Liaison and the Contracting Officer’s Representative (COR) will monitor the services being provided in all HCHV CERS Facilities. The contractor is expected to cooperate with VA Staff and COR by providing information and answering questions in a timely manner when requested. Contractor shall refer complaints received directly from Veterans to the identified VA Liaison or COR within 48 hours of complaint. All complaints received by the VA Liaison or COR will be immediately forwarded to the contractor and shall be investigated promptly. After investigation and clarification of disposition, the contractor shall respond to the VA Liaison or COR within five (5) working days or less with proposed resolution or plan for corrective action. The CO shall be notified in instances where the proposed course of action or response does not appear sufficient to resolve any given complaint.



## **I. TRAVEL**

The contractor is expected to assist Veterans with arranging local transportation to scheduled meetings and appointments. The contractor is expected to help Veterans understand and learn how to utilize public transportation; this includes providing access to information and clarifying instructions necessary to effectively utilize public transit systems. If contractor and VA staff both determine that public transportation is not available, adequate, or appropriate for any Veteran, the contractor will be expected to assist the Veteran with identifying potential alternative modes of transport, however, under no circumstances is the contractor expected to provide transportation to a Veteran directly.

## **J. FACILITIES**

**J.1. General Requirements:** It is the responsibility of the Contractor to properly maintain its facilities and the VA shall have no responsibility for paying or reimbursing the Contractor for such expenses. The contract facility must:

- J.1.1** Have a current occupancy permit issued by the local and state governments in the jurisdiction where the facility is located.
- J.1.2.** Be in compliance with existing standards of State safety codes and local, and/or State health and sanitation codes.
- J.1.3.** Meet the requirements of the Americans with Disabilities Act (ADA) (Public Law 100-336, 42 USC 12101-12213) pertaining to handicapped accessibility in effect on the date of contract award.
- J.1.4.** Where applicable, be licensed under State or local authority.
- J.1.5.** Where applicable, be accredited by the State.
- J.1.6.** Be equipped with operational air conditioning/heating systems
- J.1.7.** Be kept clean free of dirt, grime, mold, or other hazardous substances and damaged noticeably detract from the overall appearance.
- J.1.8.** Be equipped with first aid equipment and an evacuation plan in case of emergency.
- J.1.9.** Have windows and doors that can be opened and closed in accordance with manufacturer standards.
- J.1.10.** Have an aggressive on-going plan to address bed bug infestation. This policy must be a part of your written response to this solicitation. On-going bed bug infestation will be grounds for immediate discharge of Veterans from the facility

### **J.2. Fire Safety Requirements:**

- J.2.1.** The building must meet the requirements of the applicable residential occupancy chapters of the current version of NFPA 101, National Fire Protection Association's Life Safety Code. Any equivalencies or variances must be approved by SFVAHCS Director
- J.2.2.** Fire exit drills must be held at least quarterly. Residents must be instructed in evacuation procedures when the primary and/or secondary exits are blocked. A written fire plan for evacuation in the event of fire shall be developed and reviewed annually. The plan shall outline

the duties, responsibilities and actions to be taken by the staff and residents in the event of a fire emergency. This plan shall be implemented during fire exit drills. A written policy regarding tobacco smoking in the facility shall be established and enforced.

**J.2.4.** Portable fire extinguishers shall be installed at the facility. Use NFPA 10, Portable Fire Extinguishers, as guidance in selection and location requirements of extinguishers. Requirements for fire protection equipment and systems shall be in accordance with NFPA 101. All fire protection systems and equipment, such as the fire alarm system, smoke detectors, and portable extinguishers, shall be inspected, tested and maintained in accordance with the applicable NFPA fire codes and the results documented.

**J.3 Inspection:** Prior to the award of any contract and annually thereafter during any subsequent contracted performance periods, a multidisciplinary VA team consisting of a social worker, dietitian or nutrition and food service professional, nursing staff, VA Police, and a Safety and Occupational Health Specialist, as well as any other subject matter experts determined necessary by the medical center director, COR, HCHV Coordinator, or VA Liaison, shall conduct a survey of the contractor's facilities to be used to provide Veterans food, shelter, and clinical services to assure the facility provides acceptable level quality care in a safe environment. Additional inspections may also be carried out, announced or unannounced at any other time as deemed necessary by VA.

The contractor will be advised of the findings of the inspection team. If deficiencies are noted during any inspection, the contractor will be given a reasonable amount of time (typically 30 days) to take corrective action and to notify the Contracting Officer that the corrections have been made. A contract will not be awarded until noted deficiencies have been eliminated. Failure by the Contractor to take corrective action within the reasonable time provided will be reported to the VA Contracting Officer. If corrections are not made to the satisfaction of the VA, the Contracting Officer will be notified, and shall be the final arbiter on the necessary resulting consequences and action.

The inspection of the Contractor facilities will include inspection for conformity to the current Life Safety Code as described in paragraph 5, and will also include the following:

**J.3.1.** General observation of residents to determine if they maintain an acceptable level of personal hygiene and grooming.

**J.3.2.** Assessment of whether the facility meets applicable fire, safety and sanitation standards.

**J.3.3.** Determining whether the facility is in attractive surroundings conducive to social interaction and the fullest development of the resident's rehabilitative potential.

**J.3.4.** Observation of facility operations to see if appropriate organized activity programs are available during waking hours (including evenings) and degree to which a high level of activity is observed in the facility, such as individual professional counseling, physical activities, assistance with health and personal hygiene.

**J.3.5.** Seeking evidence of facility-community interaction, demonstrated by the nature of scheduled activities or by information about resident flow out of the facility, e.g., community activities, volunteers, local consumer services, etc.

**J.3.6.** Observation of staff behavior and interaction with residents to determine if they convey an attitude of genuine concern and caring.

**J.3.7.** Inspecting the types of meals and other nutrition provided to residents to see if appetizing, nutritionally adequate meals are provided in a setting, which encourages social interaction and if nutritious snacks between meals and bedtime are available for those requiring or desiring additional food, when it is not medically contraindicated.

**J.3.8.** Making a spot check of Veterans' records to ensure accuracy with respect to Veterans' length of stay and services provided to the Veterans.

All Department of Veterans Affairs inspection findings for residential facilities furnishing treatment and rehabilitative services to eligible Veterans shall, to the extent necessary, be made available to all government agencies charged with the responsibility of licensing or otherwise regulating or inspecting such institutions.

## **K. CERTIFICATION & ACCREDITATION REQUIREMENTS**

The C&A requirements do not apply and a Security Accreditation Package is not required.

### **B.3 LIMITATIONS ON SUBCONTRACTING -- MONITORING AND COMPLIANCE (JUN 2011)**

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 this clause. 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.

## **B.4 SUBCONTRACTING COMMITMENTS--MONITORING AND COMPLIANCE (JUN 2011)**

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 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 compliance with the subcontracting commitments.

## SECTION C - CONTRACT CLAUSES

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

(a) *Inspection/Acceptance.* The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. If repair/replacement or reperformance will not correct the defects or is not possible, the Government may seek an equitable price reduction or adequate consideration for acceptance of nonconforming supplies or services. The Government must exercise its post-acceptance rights—

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

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

(b) *Assignment.* The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes payment (e.g., use of the Government wide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

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

(d) *Disputes.* This contract is subject to 41 U.S.C. chapter 71, Contract Disputes. Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

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

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

(g) *Invoice.*

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

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

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

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

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

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

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

(i) Payment.—

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

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

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

(4) *Discount*. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(5) *Overpayments*. If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall—

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

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

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

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

(D) Contractor point of contact.

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

(6) *Interest*.

(i) All amounts that become payable by the Contractor to the Government under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in 41 U.S.C. 7109, which is applicable to the period in which the amount becomes due, as provided in (i)(6)(v) of this clause, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid.

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

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

(A) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt within 30 days;

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

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

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

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

(A) The date fixed under this contract.

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

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

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

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

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

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

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

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

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

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

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

(m) *Termination for cause.* The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.



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

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

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

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

(r) *Compliance with laws unique to Government contracts*. The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. chapter 37, Contract Work Hours and Safety Standards; 41 U.S.C. chapter 87, Kickbacks; 41 U.S.C. 4712 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. chapter 21 relating to procurement integrity.

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

(1) The schedule of supplies/services.

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

(3) The clause at 52.212-5.

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

(5) Solicitation provisions if this is a solicitation.

(6) Other paragraphs of this clause.

(7) The Standard Form 1449.

(8) Other documents, exhibits, and attachments

(9) The specification.

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

(1) Unless exempted by an addendum to this contract, the Contractor is responsible during performance and through final payment of any contract for the accuracy and completeness of the data within the SAM database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the SAM database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the SAM database to ensure it is current, accurate and complete. Updating information in

the SAM does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

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

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

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

(4) Offerors and Contractors may obtain information on registration and annual confirmation requirements via SAM accessed through <https://www.acquisition.gov>.

(u) *Unauthorized Obligations.*

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

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

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

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

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

(v) *Incorporation by reference.* The Contractor's representations and certifications, including those completed electronically via the System for Award Management (SAM), are incorporated by reference into the contract.

(End of Clause)

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

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

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

### **C.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><b>FAR Number</b></u>	<u><b>Title</b></u>	<u><b>Date</b></u>
52.203-17	CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS	APR 2014
52.204-9	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL	JAN 2011
52.204-18	COMMERCIAL AND GOVERNMENT ENTITY CODE MAINTENANCE	JUL 2015
52.224-1	PRIVACY ACT NOTIFICATION	APR 1984
52.224-2	PRIVACY ACT	APR 1984
52.232-40	PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS	DEC 2013
52.233-1	DISPUTES ALTERNATE I (DEC 1991)	MAY 2014
52.233-3	PROTEST AFTER AWARD ALTERNATE I (JUN 1985)	AUG 1996
52.233-4	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM	OCT 2004
52.237-3	CONTINUITY OF SERVICES	JAN 1991

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

(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 60 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 60 days of contract expiration; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 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 two (2) years and six (6) months.

(End of Clause)

## **C.6 52.228-5 INSURANCE—WORK ON A GOVERNMENT INSTALLATION (JAN 1997)**

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

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

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

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

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

(End of Clause)

## **C.7 SUPPLEMENTAL INSURANCE REQUIREMENTS**

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

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

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

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

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

(End of Clause)

## **C.8 VAAR 852.203-70 COMMERCIAL ADVERTISING (JAN 2008)**

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

(End of Clause)

## **C.9 VAAR 852.215-71 EVALUATION FACTOR COMMITMENTS (DEC 2009)**

The offeror agrees, if awarded a contract, to use the service-disabled veteran-owned small businesses or veteran-owned small businesses proposed as subcontractors in accordance with 852.215-70, Service-Disabled Veteran-Owned and Veteran-Owned Small Business Evaluation Factors, or to substitute one or more service-disabled veteran-owned small businesses or veteran-owned small businesses for subcontract work of the same or similar value.

(End of Clause)

## **C.10 VAAR 852.232-72 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS (NOV 2012)**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(End of Clause)

#### **C.11 VAAR 852.237-70 CONTRACTOR RESPONSIBILITIES (APR 1984)**

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

(End of Clause)

#### **C.12 VAAR 852.271-70 NONDISCRIMINATION IN SERVICES PROVIDED TO BENEFICIARIES (JAN 2008)**

The contractor agrees to provide all services specified in this contract for any person determined eligible by the Department of Veterans Affairs, regardless of the race, color, religion, sex, or national origin of the person for whom such services are ordered. The contractor further warrants that he/she will not resort to subcontracting as a means of circumventing this provision.

(End of Provision)

(End of Addendum to 52.212-4)

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

See attached document: S02. Attachment A - QASP.

See attached document: S02. Attachment B - Past Performance Survey.

## **SECTION E - SOLICITATION PROVISIONS**

### **E.1 52.212-1 INSTRUCTIONS TO OFFERORS—COMMERCIAL ITEMS (OCT 2015)**

(a) *North American Industry Classification System (NAICS) code and small business size standard.* The NAICS code and small business size standard for this acquisition 624229 and the small business size standard is \$15.0 Million. However, the small business size standard for a concern which submits an offer in its own name, but which proposes to furnish an item which it did not itself manufacture, is 500 employees.

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

(1) Electronic: Proposals containing three (3) volumes (Technical, Past Performance and Price) shall be submitted via email to the Contracting Officer, Ricky Woods, no later than the date and time specified in Block 8, of the SF 1449.

(2) The e-mail address to be used for proposal submission is [Ricky.Woods@va.gov](mailto:Ricky.Woods@va.gov)

(3) Proposals must have the solicitation number indicated in the **Subject** line and all file content must be readable as a PDF. ZIP or compressed files are NOT acceptable.

#### **(c) Proposal Preparation Instructions:**

**(1) Offeror proposals shall consist of three (3) volumes: Technical, Past Performance and Price.** All Volumes must be submitted to the Contracting Officer by the date and time specified in Block 8, of the SF 1449.

#### **(2) Proposal Format**

Each volume of the proposal should be attached to an email as separate PDF Files. Naming convention of the files shall be “Company Name – Solicitation Number”.



VOLUME	TITLE	PAGE LIMITS
I	TECHNICAL	20
II	PAST PERFORMANCE	10
III	PRICE	NONE

Proposal Limitation: The proposal shall not exceed the page limits stated above. If page limits are exceeded, the pages in excess of the limit shall be removed and will not be evaluated.

Page limits shall NOT include: Key Personnel resumes and copies of certifications or degrees.

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

(e) **Proposal Content**

**1. Volume I – Technical**

**TECHNICAL VOLUME INTERIOR CONTENT**

TABLE OF CONTENTS	
TAB	Technical
1	Capability
2	Management
3	Key Personnel/Staffing
4	Facility

- 2.** The Technical Volume must be consistent with the Performance Work Statement (PWS) and the technical factors stated herein. Proposal content must be clear, concise, and include sufficient detail effective evaluation and for substantiating the validity of stated claims. Offerors should not simply rephrase or restate the Governments requirements, but rather provide convincing rationale to address how the offeror intends to meet the requirements. Offerors shall assume that the Government has no prior knowledge of their facilities and experience, and will base its evaluation on the information presented in the offeror's proposal. Failure to meets this requirement will result in a Fail determination.

**3. Technical Factors – FACTORS SHALL BE EVALUATED ON A PASS/FAIL BASIS**

- 3.1. Capability:** Offerors shall submit a brief narrative describing their overall understanding of the Health Care For Homeless Veterans Program described in Section 1.1 of the PWS and their proposed technical approach to executing the program requirements.
- 3.2. Management Approach:** Offerors shall submit a brief narrative that describes their general approach toward cost control, risk management, quality control, safety, and performance monitoring.
- 3.2.1.** An organizational chart shall be included in the staffing plan that clearly shows the relationships, lines of authority, and responsibilities of management and proposed support staff.

3.2.2. Offerors must also provide a service plan that demonstrates the offeror's ability to provide the full range of services outlined in the Performance Work Statement.

**3.3. Key Personnel:** Offerors shall submit a detailed staffing plan that includes resumes and/or bios of proposed key personnel. Offerors must ensure that proposed personnel meet applicable licensing and certification requirements indicated in the Performance Work Statement

The staffing plan must also list proposed administrative and support staff to be utilized in the performance of this contract (i.e. case managers), and include job titles, and copies of licenses, diplomas, or training certifications for each.

Offeror shall submit staffing plan which details how staffing plan will meet ratio requirement of VAPIHCS as well as 24 hour staffing plan for emergencies.

**3.4. Facility.** Offers shall submit a description of the proposed facility that meets the five (5) bed requirement, safety, general atmosphere, and specifications outlined in the Performance Work Statement requirements. **The Government shall reserve the right to inspect each offeror's facility prior to award.** Performance Work Statement requirements. **The Government shall reserve the right to inspect each offeror's facility prior to award.**

Offerors shall ensure that facility descriptions address the following:

Facility and company's history related to the Emergency Temporary Housing for the Homeless who are mentally ill and or suffer with substance use.

Documentation verifying how transportation will be addressed to meet the needs of the VAPIHCS. Failure to submit a response that meets this requirement will result in a Fail determination.

Documentation verifying that the facility conforms to the requirements for the "Board and Care" type occupancy in the latest edition of the Life Safety Code, National Fire Protection Association (NFPA) Standard No. 101. Contract facilities must operate in compliance with all Federal, state, and local laws. Offerors should submit a copy any license or permits with their proposal required for the operation of the facility. Failure to submit a response that meets this requirement will result in a Fail determination.

The offeror shall submit documentation verifying that the facility has a current occupancy permit by the authority(s) having jurisdiction. OR Start-up timeframes – Identify a comprehensive start-up plan with timeframes which proposes that if awarded a secured site shall be operation within 60 days from the date of the contract. A flow chart /matrix/spreadsheet may be included as an appendix if needed. Failure to submit a response that meets this requirement will result in a Fail determination.

#### **4. Volume II – Past Performance**

This volume shall address the offeror's recent and relevant past performance from a qualitative aspect. Offeror's shall submit a copy of the Past Performance Survey (Attachment A) and email it to [Ricky.Woods@va.gov](mailto:Ricky.Woods@va.gov) no later than the date and time specified in Block 8, of the SF 1449.

Additionally, 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.

In the case of an Offeror without a record of relevant past performance, or for whom information on past performance is not available, the Offeror shall not be evaluated favorably or unfavorably on past performance.

## 5. Volume III – Price

Offeror's are required to submit Contract Line Item Numbers (CLIN) pricing, along with their Representations and Certifications.

Offerors shall submit their Price using the SCHEDULE OF SERVICES AND PRICE from section B of this solicitation. The Price Proposal shall be specific, complete in every detail, and separate from the Technical Proposal. Each line item for each Option-PERIOD listed in the Schedule must be completed.

Price/Cost will be considered in the overall evaluation of the offered services to ensure award is made to the offeror presenting the best value to the Government. **Award shall be made to the lowest evaluated price of proposals meeting or exceeding the acceptability standards for non-cost factors.**

Unless specifically excluded in this contract, the per diem rate established will include the services listed in this document and will also include all services or supplies normally provided other patients by the facility without extra charge.

## (f) EVALUATION CRITERIA

**Acceptability: The Government shall evaluate the factors contained in the offeror's proposal on a pass/fail basis. The factors consist of the following:**

### **FACTOR 1 – Capability**

The government shall evaluate the feasibility and potential effectiveness of the proposed technical approach and overall understanding of the Health Care for Homeless Veterans (HCHV) Program.

### **FACTOR 2– Required Services**

The government shall evaluate the feasibility and plan contents of offeror's proposed approach toward cost control, risk management, quality control, safety, performance monitoring, organizational chart, and service plan.

### **FACTOR 3 - Key Personnel**

The government shall evaluate the offeror's organizational structure, the qualifications of proposed key personnel, and staffing plan.

### **FACTOR 4 – Facility**

The government shall evaluate the suitability of the proposed facility, location, documentation, code compliance, and occupancy permit status.

### **FACTOR 5 – Past Performance**

The Government will evaluate an offeror's Past Performance on a **pass/fail basis** based on the recency, relevancy, and performance achieved on contracts submitted via their Past Performance Questionnaire. Recency and relevancy are defined as below, whereas performance is described in the adjectival charts herein:

**RECENCY:** Offeror submitted three (3) current or recently completed (within the last two (2) years) contracts that are the same or similar in volume, complexity and dollar value to the contract being offered herein.

**RELEVANCY:** The government will perform an independent determination of data relevancy, provided or obtained. The main assessment of relevancy shall focus on capability and magnitude. Capability assesses whether the work being performed in the reference is similar to the work in the requirement. Magnitude defines whether the amount of work in the reference is similar to the amount of work in our requirement. An effort is considered relevant when there is a logical connection between the past performance reference submitted for consideration, and the work that is to be performed pursuant to the requirement. The scope of past performance information in value and size shall also be considered in determining relevancy.

In assessing relevancy, the Government may evaluate an offeror's references for similarity of the construction methods to the scope of this solicitation, multi-discipline, type of contracts, projects, and cost magnitude of projects. Performance on managing multiple multi-disciplined projects at one time may also be considered.

The following definitions apply to performance for each contract reference submitted for Past Performance evaluation.

<b>Exceptional</b>	<b>Performance exceeded many contractual requirements to the government's benefit. The contractual performance of the element or sub-element being assessed was accomplished with no more than a few minor problems for which corrective actions taken by the contractor were highly effective.</b>	<b>An Exceptional rating is appropriate when the Contractor successfully performed multiple significant events that were of benefit to the Government/Owner. A singular benefit, however, could be of such magnitude that it alone constitutes an Exceptional rating. Also, there should have been NO significant weaknesses identified.</b>
<b>Good</b>	Performance exceeded <b>some</b> contractual requirements to the government's benefit. The contractual performance of the element or sub-element being assessed was accomplished with no more than a few minor problems for which corrective actions taken by the contractor were effective.	A Good rating is appropriate when the Contractor successfully performed a significant event that was a benefit to the Government/Owner. There should have been no significant weaknesses identified.
<b>Satisfactory</b>	Performance met contractual requirements. The contractual performance of the element or sub-element being assessed was accomplished with no more than a few minor problems for which corrective actions taken by the contractor were satisfactory.	A Satisfactory rating is appropriate when there were only minor problems, or major problems that the contractor recovered from without impact to the contract. There should have been NO significant weaknesses identified. A fundamental principle of assigning ratings is that contractors will not be assessed a rating lower than Satisfactory solely for not performing beyond the requirements of the contract.
<b>Marginal</b>	Performance did not meet some contractual	A Marginal is appropriate when a significant

	requirements. The contractual performance of the element or sub-elements being assessed reflects a serious problem for which the contractor has not yet identified corrective actions or the contractor's proposed actions appear only marginally effective or were not fully implemented.	event occurred that the contractor had trouble overcoming which impacted the Government/Owner.
<b>Unsatisfactory</b>	Performance did <u>not</u> meet most contractual requirements and recovery is not likely in a timely manner. The contractual performance of the element or sub-element contains a serious problem(s) for which the contractor's corrective actions were ineffective.	An Unsatisfactory rating is appropriate when multiple significant events occurred that the contractor had trouble overcoming and which impacted the Government/Owner. A singular problem, however, could be of such serious magnitude that it alone constitutes an unsatisfactory rating.
<b>Neutral/ Not Applicable or Unknown</b>	No performance record identifiable within the area of evaluation.	Performance was not observed or not applicable to the current effort being reported.

#### **FACTOR 6 - Price**

Price proposals will be evaluated to determine if the proposed price schedule are:

1. **Complete** – The proposal contains costs to perform all tasks required by the performance work statement.
2. **Realistic** – The compatibility of proposal costs with performance of work and level of effort.
3. **Reasonable** – The price is determined fair and reasonable using cost or price analysis techniques described in FAR 15.404.

#### **(g) BASIS FOR AWARD**

1. The Government will award a contract resulting from this solicitation to the responsible offeror whose offer provides the lowest priced proposal meeting the technical acceptability standard of the solicitation (in accordance with FAR 15.101-2).

A single award shall be made to the offeror that satisfies the proposal requirements and represents the best overall value to the Government. For the purposes of this solicitation, best value is defined as the most advantageous offer, price and other factors considered, that is consistent with the Government's stated importance of evaluation criteria.

2. Price, past performance and technical factors are of equal importance.
3. Source selection will be conducted utilizing the Lowest Price Technically acceptable process. Offers shall be evaluated using the criteria listed in "Evaluation Factors for Award."
4. The Contracting Officer will conduct proposal compliance review for determination of basic proposal adequacy prior to providing the proposals to the board. Non-compliance with the RFP requirements may be grounds to eliminate the proposal from consideration for contract award.

(End of Provision)

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

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

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

**E.2 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)

**E.3 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS—COMMERCIAL ITEMS (MAR 2016)**

(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 (NOV 2015).

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

(3) 52.233-4, Applicable Law for Breach of Contract Claim (Oct 2004) (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 (OCT 2015) (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 (OCT 2015) (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. (OCT 2015) (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.

☒ (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 2015) (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 2015) of 52.219-9.
- ☐ (18) 52.219-13, Notice of Set-Aside of Orders (NOV 2011) (15 U.S.C. 644(r)).
- ☐ (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).
- ☒ (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, or Sole Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (DEC 2015) (15 U.S.C. 637(m)).
- ☐ (24) 52.219-30, Notice of Set-Aside for, or Sole Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (DEC 2015) (15 U.S.C. 637(m)).
- ☒ (25) 52.222-3, Convict Labor (June 2003) (E.O. 11755).
- ☐ (26) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (FEB 2016) (E.O. 13126).
- ☒ (27) 52.222-21, Prohibition of Segregated Facilities (APR 2015).
- ☒ (28) 52.222-26, Equal Opportunity (APR 2015) (E.O. 11246).
- ☒ (29) 52.222-35, Equal Opportunity for Veterans (OCT 2015) (38 U.S.C. 4212).
- ☐ (30) 52.222-36, Equal Opportunity for Workers with Disabilities (JUL 2014) (29 U.S.C. 793).
- ☐ (31) 52.222-37, Employment Reports on Veterans (FEB 2016) (38 U.S.C. 4212).
- ☐ (32) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496).
- ☐ (33)(i) 52.222-50, Combating Trafficking in Persons (MAR 2015) (22 U.S.C. chapter 78 and E.O. 13627).
- ☐ (ii) Alternate I (MAR 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).
- ☐ (34) 52.222-54, Employment Eligibility Verification (OCT 2015). (E. O. 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)
- ☒ (35)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- ☐ (ii) Alternate I (MAY 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)



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

☐ (ii) Alternate I (OCT 2015) of 52.223-13.

☐ (37)(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.

☐ (38) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007)(42 U.S.C. 8259b).

☐ (39)(i) 52.223-16, Acquisition of EPEAT®-Registered Personal Computer Products (OCT 2015) (E.O.s 13423 and 13514).

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

☒ (40) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011)

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

☐ (42)(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.

☒ (43) 52.225-5, Trade Agreements (FEB 2016) (19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).

☒ (44) 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).

☐ (45) 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).

☐ (46) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

☐ (47) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

☐ (48) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

☐ (49) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

☒ (50) 52.232-33, Payment by Electronic Funds Transfer—System for Award Management (Jul 2013) (31 U.S.C. 3332).

☐ (51) 52.232-34, Payment by Electronic Funds Transfer—Other than System for Award Management (Jul 2013) (31 U.S.C. 3332).

☐ (52) 52.232-36, Payment by Third Party (MAY 2014) (31 U.S.C. 3332).

☐ (53) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

☐ (54)(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) 52.222-17, Nondisplacement of Qualified Workers (MAY 2014) (E.O. 13495).

☒ (2) 52.222-41, Service Contract Labor Standards (MAY 2014) (41 U.S.C. chapter 67).

☒ (3) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

☒ (4) 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).

☐ (5) 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).

☐ (6) 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).

☐ (7) 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).

☐ (8) 52.222-55, Minimum Wages Under Executive Order 13658 (DEC 2015).

☐ (9) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (MAY 2014) (42 U.S.C. 1792).

☐ (10) 52.237-11, Accepting and Dispensing of \$1 Coin (SEP 2008) (31 U.S.C. 5112(p)(1)).

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

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

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

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

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

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (OCT 2015) (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 \$700,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iii) 52.222-17, Nondisplacement of Qualified Workers (MAY 2014) (E.O. 13495). Flow down required in accordance with paragraph (l) of FAR clause 52.222-17.

(iv) 52.222-21, Prohibition of Segregated Facilities (APR 2015).

(v) 52.222-26, Equal Opportunity (APR 2015) (E.O. 11246).

(vi) 52.222-35, Equal Opportunity for Veterans (OCT 2015) (38 U.S.C. 4212).

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

(viii) 52.222-37, Employment Reports on Veterans (FEB 2016) (38 U.S.C. 4212).

(ix) 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.

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

(xi)(A) 52.222-50, Combating Trafficking in Persons (MAR 2015) (22 U.S.C. chapter 78 and E.O. 13627).

(B) Alternate I (MAR 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).

(xii) 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).

(xiii) 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).

(xiv) 52.222-54, Employment Eligibility Verification (OCT 2015) (E. O. 12989).

(xv) 52.222-55, Minimum Wages Under Executive Order 13658 (DEC 2015).

(xvi) 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).

(xvii) 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.

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

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

(End of Clause)

<u>FAR Number</u>	<u>Title</u>	<u>Date</u>
52.204-6	DATA UNIVERSAL NUMBERING SYSTEM NUMBER	JUL 2013
52.204-16	COMMERCIAL AND GOVERNMENT ENTITY CODE REPORTING	JUL 2015
52.217-3	EVALUATION EXCLUSIVE OF OPTIONS	APR 1984
52.217-5	EVALUATION OF OPTIONS	JUL 1990
852.273-71	ALTERNATIVE NEGOTIATION TECHNIQUES	JAN 2003

#### **E.4 52.203-98 PROHIBITION ON CONTRACTING WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS—REPRESENTATION (DEVIATION) (FEB 2015)**

(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 contractors 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.5 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.6 52.209-5 CERTIFICATION REGARDING RESPONSIBILITY MATTERS (OCT 2015)**

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that—

(i) The Offeror and/or any of its Principals—

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

(B) 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 public (Federal, State, or local) 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 (if offeror checks "have," the offeror shall also see 52.209-7, if included in this solicitation);

(C) Are ☐ are not ☐ presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision; and

(D) Have ☐, have not ☐, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,500 for which the liability remains unsatisfied.

(1) Federal taxes are considered delinquent if both of the following criteria apply:

(i) *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.

(ii) *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.

(2) *Examples.*

(i) 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.

(ii) 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.

(iii) 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.

(iv) 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).

(ii) The Offeror has [ ] has not [ ], within a 3-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) Principal, for the purposes of this certification, 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).

THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(End of Provision)

## **E.7 52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS— COMMERCIAL ITEMS (APR 2016)**

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 (r) 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 product and service codes (PSCs) 1000-9999, except—

- (1) PSC 5510, Lumber and Related Basic Wood Materials;
- (2) Product or Service Group (PSG) 87, Agricultural Supplies;
- (3) PSG 88, Live Animals;
- (4) PSG 89, Subsistence;
- (5) PSC 9410, Crude Grades of Plant Materials;
- (6) PSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) PSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- (8) PSC 9610, Ores;
- (9) PSC 9620, Minerals, Natural and Synthetic; and
- (10) PSC 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.

“Predecessor” means an entity that is replaced by a successor and includes any predecessors of the predecessor.



“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.

“Successor” means an entity that has replaced a predecessor by acquiring the assets and carrying out the affairs of the predecessor under a new name (often through acquisition or merger). The term “successor” does not include new offices/divisions of the same company or a company that only changes its name. The extent of the responsibility of the successor for the liabilities of the predecessor may vary, depending on State law and specific circumstances.

“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:

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(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.

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*[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
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*[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
_____	_____
_____	_____
_____	_____

*[List as necessary]*

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

(i) The offeror certifies that each end product, except those listed in paragraph (g)(5)(ii) of this provision, is a U.S.-made or designated country end product, as defined in the clause of this solicitation entitled "Trade Agreements".

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

Other End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

*[List as necessary]*

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated country end products without regard to the restrictions of the Buy American 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 \$3,500 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.* The Offeror represents that—

- (i) It ☐ is, ☐ is not an inverted domestic corporation; and
- (ii) It ☐ is, ☐ is not a subsidiary of an inverted domestic corporation.

(o) *Prohibition on contracting with entities engaging in certain activities or transactions relating to Iran.*

(1) The offeror shall email questions concerning sensitive technology to the Department of State at [CISADA106@state.gov](mailto:CISADA106@state.gov).

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

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

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

(iii) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds \$3,500 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)

(q) *Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law.*

(1) As required by sections 744 and 745 of Division E of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235), and similar provisions, if contained in subsequent appropriations acts, The Government will not enter into a contract with any corporation that—

(i) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless an agency has considered suspension or debarment of the corporation and made a determination that suspension or debarment is not necessary to protect the interests of the Government; or

(ii) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless an agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government.

(2) The Offeror represents that—

(i) It is ☐ is not ☐ a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and

(ii) It is ☐ is not ☐ a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.

(r) *Predecessor of Offeror.* (Applies in all solicitations that include the provision at 52.204-16, Commercial and Government Entity Code Reporting.)

(1) The Offeror represents that it ☐ is or ☐ is not a successor to a predecessor that held a Federal contract or grant within the last three years.

(2) If the Offeror has indicated “is” in paragraph (r)(1) of this provision, enter the following information for all predecessors that held a Federal contract or grant within the last three years (if more than one predecessor, list in reverse chronological order):

Predecessor CAGE code: \_\_\_\_ (or mark “Unknown”).

Predecessor legal name: \_\_\_\_.

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

(End of Provision)

## **E.8 52.216-1 TYPE OF CONTRACT (APR 1984)**

The Government contemplates award of a Firm-Fixed-Price contract resulting from this solicitation.

(End of Provision)

## **E.9 52.233-2 SERVICE OF PROTEST (SEP 2006)**

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

Hand-Carried Address:

Department of Veterans Affairs

Acquisition Operations Service (049A3)

810 Vermont Avenue, NW

Washington DC 20420

Mailing Address:

Department of Veterans Affairs

Acquisition Operations Services (049A3)

810 Vermont Ave, NW

Washington DC 20420

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

(End of Provision)

#### **E.10 VAAR 852.215-70 SERVICE-DISABLED VETERAN-OWNED AND VETERAN-OWNED SMALL BUSINESS EVALUATION FACTORS (DEC 2009)**

(a) In an effort to achieve socioeconomic small business goals, depending on the evaluation factors included in the solicitation, VA shall evaluate offerors based on their service-disabled veteran-owned or veteran-owned small business status and their proposed use of eligible service-disabled veteran-owned small businesses and veteran-owned small businesses as subcontractors.

(b) Eligible service-disabled veteran-owned offerors will receive full credit, and offerors qualifying as veteran-owned small businesses will receive partial credit for the Service-Disabled Veteran-Owned and Veteran-owned Small Business Status evaluation factor. To receive credit, an offeror must be registered and verified in Vendor Information Pages (VIP) database. (<http://www.VetBiz.gov>).

(c) Non-veteran offerors proposing to use service-disabled veteran-owned small businesses or veteran-owned small businesses as subcontractors will receive some consideration under this evaluation factor. Offerors must state in their proposals the names of the 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 and verified in the VetBiz.gov VIP database (<http://www.vetbiz.gov>).

(End of Provision)

#### **E.11 VAAR 852.233-70 PROTEST CONTENT/ALTERNATIVE DISPUTE RESOLUTION (JAN 2008)**

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

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

- (2) Identify the solicitation and/or contract number;
  - (3) Include an original signed by the protester or the protester's representative and at least one copy;
  - (4) Set forth a detailed statement of the legal and factual grounds of the protest, including a description of resulting prejudice to the protester, and provide copies of relevant documents;
  - (5) Specifically request a ruling of the individual upon whom the protest is served;
  - (6) State the form of relief requested; and
  - (7) Provide all information establishing the timeliness of the protest.
- (b) Failure to comply with the above may result in dismissal of the protest without further consideration.
- (c) Bidders/offerors and contracting officers are encouraged to use alternative dispute resolution (ADR) procedures to resolve protests at any stage in the protest process. If ADR is used, the Department of Veterans Affairs will not furnish any documentation in an ADR proceeding beyond what is allowed by the Federal Acquisition Regulation.

(End of Provision)

## **E.12 VAAR 852.233-71 ALTERNATE PROTEST PROCEDURE (JAN 1998)**

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

(End of Provision)

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

Deputy Assistant Secretary for Acquisition and Logistics,  
Risk Management Team, Department of Veterans Affairs  
810 Vermont Avenue, N.W.  
Washington, DC 20420

Or for solicitations issued by the Office of Construction and Facilities Management:

Director, Office of Construction and Facilities Management  
811 Vermont Avenue, N.W.  
Washington, DC 20420



### **E.13 VAAR 852.270-1 REPRESENTATIVES OF CONTRACTING OFFICERS (JAN 2008)**

The contracting officer reserves the right to designate representatives to act for him/her in furnishing technical guidance and advice or generally monitor the work to be performed under this contract. Such designation will be in writing and will define the scope and limitation of the designee's authority. A copy of the designation shall be furnished to the contractor.

(End of Provision)

### **E.14 VAAR 852.273-74 AWARD WITHOUT EXCHANGES (JAN 2003)**

The Government intends to evaluate proposals and award a contract without exchanges with offerors. Therefore, each initial offer should contain the offeror's best terms from a cost or price and technical standpoint. However, the Government reserves the right to conduct exchanges if later determined by the contracting officer to be necessary.

(End of Provision)

(End of Addendum to 52.212-1)

### **E.15 52.212-2 EVALUATION—COMMERCIAL ITEMS (OCT 2014)**

(a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors shall be used to evaluate offers:

**Evaluation factors are listed in descending order of importance.**

**Factors 1, 2 and 3, when combined, are significantly more important than price.**

**Award may be made to other than the lowest priced offeror.**

The following factors shall be used to evaluate offers:

1. Technical capability of the item offered to meet the Government requirement
2. Past performance (see FAR 15.304)
3. Price

#### **Addendum 52.212-2 Evaluation Criteria**

#### **PROPOSAL EVALUATION**

During evaluations of each technical proposal, the Government will assess each area of the Technical Proposal on a "pass/fail" basis. Technical proposals that meet the specified minimum performance or capability requirements necessary for acceptable contract performance will receive a "pass" and proposals that fail to meet specified minimum performance or capability requirements will be given a "fail". An

evaluation of “fail” will result in the proposal being found technically unacceptable and the offeror will be removed from further competition under the solicitation.

In order to receive a pass rating, the offeror must demonstrate the ability to provide adequate and qualified staff and facilities to satisfy the statement of work requirements by describing or providing the information requested below:

**1. Technical response factor categories:**

Subfactor 1- Facility Description: Offeror’s shall provide a facility description that, which should describe the following facility aspects meeting the requirements contained in the Performance Work Statement (PWS). Offers may include pictures to supplement the description.

Subfactor 2 - Dietetic Services: Offerors shall provide a description of Dietetic Services provided to residents to meet with the requirements set in the PWS. The description shall include a list of meals and snacks that are provided and evidence that meals and snacks are appetizing, nutritious, and adequate.

Subfactor 3- Licenses and permits: Contract facilities must operate in compliance with all Federal, state, and local laws. Offerors should submit a copy any license or permits with their proposal required for the operation of the facility.

Subfactor 4 - Staff and Key Personnel: Provide a description (resume or bio) of the personnel proposed to work on the contract, their experience, and training. Include a list of any professional and administrative staff to be utilized in the performance of this contract (i.e. case managers), their job titles, and copies of licenses, diplomas, or training certifications for each.

Subfactor 5- Social Supportive Services: Offerors shall provide a list of the social program available to residences to meet requirements described in the PWS.

Technical Proposals will receive one of the following ratings:

Technical Factor Ratings	
Rating	Description
PASS	Based on the information provided as described in Section B.2, the Government has sufficient confidence the offeror will successfully perform the required effort as describe in the PWS.
FAIL	Based on the information provided as described in Section B.2, the Government has extreme doubt that the offeror will perform the required effort.

**2. Past performance:**

Offeror shall provide documentation for similar services that have been active within three years of proposal. Provide three most recent and relevant references that are likely to respond to our request for

information regarding your past performance. Include a point of contact who can speak in behalf of the company, the company name, address, telephone number(s), email address and contract dates.

The Government may contact references, other than those identified by the offeror, and use the information received to evaluate the offeror's past performance. The information evaluated may include data on efforts performed by other divisions, critical subcontractors, or teaming partners, if such resources will be brought to bear or significantly influence the performance of the proposed effort. Special emphasis will be placed on performance related to areas covered in the PWS for this solicitation.

The Technical Evaluation Team and Contracting Officer will attempt to contact each contract reference provided. When the reference does not respond, the government may request substitute references. The government may, at its sole discretion, waive the timeliness requirements for late past performance. The government may contact contract references to verify data and conduct interviews.

In the case of an offeror without a record of relevant performance history or for whom information on past performance is not available, the offeror may not be evaluated favorably or unfavorably on performance history.

**3. Price Factor:** This criteria evaluates the overall price to determine if the proposed price is fair and reasonable. The Government may determine an offer unacceptable if the proposed prices are materially unbalanced which is defined as significantly understated or overstated in relation to the actual cost of that work or when the price is determined not to be fair and reasonable. The individual unit prices listed in Price Schedule will be evaluated using the price analysis techniques prescribed by FAR 15.404-1(b). Price proposals will be evaluated, but not rated.

The Government will conduct a price review of each contract line item. Evaluations will be based on a comparison of the aggregate price of all offerors. The aggregate price is for contract line item 0001.

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

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

(End of Provision)