



## Table of Contents

<b>SECTION A.....</b>	<b>1</b>
A.1 SF 1449 SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS.....	1
<b>SECTION B - CONTINUATION OF SF 1449 BLOCKS .....</b>	<b>3</b>
B.1 CONTRACT ADMINISTRATION DATA.....	3
B.2 LIMITATIONS ON SUBCONTRACTING-- MONITORING AND COMPLIANCE (JUN 2011) .....	4
B.3 PRICE/COST SCHEDULE .....	4
ITEM INFORMATION	
B.4 DELIVERY SCHEDULE .....	5
5. Place of Performance: The place of performance is VHA Crystal City Conference Center, 2011 Crystal Drive, Arlington, VA 22202. ....	6
6. Type of Contract: The Government anticipates award of a Firm Fixed-Price contract.....	6
10. Government-Furnished Equipment (GFE)/Government Furnished Information (GFI): The Government will furnish all onsite equipment and information. ....	7
<b>1 INTERNET/INTRANET.....</b>	<b>17</b>
C.1 FSS RFQ INTRODUCTORY LANGUAGE.....	19
C.2 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS—COMMERCIAL ITEMS (MAR 2016) .....	20
<b>SECTION D - CONTRACT DOCUMENTS, EXHIBITS, OR ATTACHMENTS .....</b>	<b>25</b>
<b>SECTION E - SOLICITATION PROVISIONS .....</b>	<b>25</b>

## SECTION B - CONTINUATION OF SF 1449 BLOCKS

### B.1 CONTRACT ADMINISTRATION DATA

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

1. Contract Administration: All contract administration matters will be handled by the following individuals:

a. CONTRACTOR:

b. GOVERNMENT: Contracting Officer 00777

Department of Veteran Affairs  
SAO East  
PCAE STL Contracting Officer  
11152 South Towne Square  
Saint Louis MO 63123

2. CONTRACTOR REMITTANCE ADDRESS: All payments by the Government to the contractor will be made in accordance with:

☒ 52.232-34, Payment by Electronic Funds Transfer—Other Than System For Award Management, or

☐ 52.232-36, Payment by Third Party

3. INVOICES: Invoices shall be submitted in arrears:

a. Quarterly ☐

b. Semi-Annually ☐

c. Other ☐

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.

Department of Veterans Affairs  
FMS-EES  
ATTN: 104/MAILPREP  
P.O. BOX 149971

Austin TX 78714

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

AMENDMENT NO	DATE

## B.2 LIMITATIONS ON SUBCONTRACTING-- MONITORING AND COMPLIANCE (JUN 2011)

This solicitation includes . 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.3 PRICE/COST SCHEDULE ITEM INFORMATION

ITEM NUMBER	DESCRIPTION OF SUPPLIES/SERVIC ES	QUANTIT Y	UNI T	UNIT PRICE	AMOUNT
<b>0001</b>	Base period for two (2) PSA Support employees for NCC Contract Period: Base 9-01-2016 to 8-31- 2017	1.00	JB		
<b>1001</b>	Option Year #1 (2) Program Support Assistants for NCC. Contract Period: Option 1 9-01-2017 to 8-31-2018	1.00	JB		
<b>1002</b>	Option Year #2 (2) Program Support Assistants for NCC. Contract Period: Option 2: 9-01-2018 to 8-31-2019	1.00	JB		
				<b>GRAND TOTAL</b>	

## B.4 DELIVERY SCHEDULE

ITEM NUMBER	QUANTITY	DELIVERY DATE
0001	1.00	
1001	1.00	
1002	1.00	

1. **Title of Contract:** Program Support Assistant Services

2. **Scope of Work:** The contractor shall provide all labor, supervision and other resources required to perform specific duties and responsibilities that affect the accuracy, reliability, efficiency, and effectiveness of project support assistant functions. This position will provide program support assistant services of two individuals for the VHA National Conference Center located within the Employee Education System (EES).

3. **Background:** Employee Education System (EES) is the largest VHA provider for employee education services. As a recognized leader and trendsetter in education, EES delivers the highest quality of program support assistant services to meet customer expectations. Face-to-face conferences/workshops are one of the means to meeting the educational needs of VHA employees.

4. **Period of Performance:** The period of performance is July 1, 2016 – June 30, 2017 with an option to extend for two years. Work at the government site (on-site) shall not take place on Federal holidays or weekends unless authorized by the Contracting Officer and overtime will be required and authorized on an as needed basis.

4.1. **Government Recognized Holidays.** Unless specifically authorized in writing by the Contracting Officer, no services will be provided and no charges will be incurred and/or billed to any order on this contract on any of the Federal Holidays listed below.

<i>New Years Day</i>	<i>Labor Day</i>
<i>Martin Luther King Day</i>	<i>Columbus Day</i>
<i>Presidents' Day</i>	<i>Veterans' Day</i>
<i>Memorial Day</i>	<i>Thanksgiving Day</i>
<i>Independence Day</i>	<i>Christmas Day</i>

If any of the above falls on a Saturday, then Friday shall be observed as a holiday. Similarly, if one falls on a Sunday, then Monday shall be observed as a holiday.

The other six holidays are set by a day of the week and month:

<i>Martin Luther King's Birthday</i>	<i>Third Monday in January</i>
<i>Washington's Birthday</i>	<i>Third Monday in February</i>
<i>Memorial Day</i>	<i>Last Monday in May</i>
<i>Labor Day</i>	<i>First Monday in September</i>
<i>Columbus Day</i>	<i>Second Monday in October</i>
<i>Thanksgiving</i>	<i>Fourth Thursday in November</i>

EMPLOYEE EDUCATION SYSTEM  
PERFORMANCE WORK STATEMENT  
**PROGRAM SUPPORT ASSISTANT SERVICES**

**5. Place of Performance:** The place of performance is VHA Crystal City Conference Center, 2011 Crystal Drive, Arlington, VA 22202.

**6. Type of Contract:** The Government anticipates award of a Firm Fixed-Price contract.

**7. Objectives:** The purpose of this requirement is to provide program support assistant services to the VHA National Conference Center located within the Employee Education System (EES).

**8. Specific Mandatory Tasks and Associated Deliverables:**

The contractors' shall perform the mandatory tasks and provide the specific deliverables described below within the performance period stated in this PWS. If for any reason, any deliverable cannot be delivered on time according to the below schedule, the contractor shall provide a written explanation to the Contracting Officer three (3) days prior to deliverable due date. This written transmittal shall include a firm commitment of when the work shall be completed. This transmittal shall cite the reasons for the delay, and the impact on the overall project.

**Task 8.1:** The contractors' shall open, close the VHA National Conference Center for all planned conferences.

**Task 8.2:** The contractors' shall provide basic customer service skills, such as answering telephones, greeting/directing clients, arranging airport transportation for clients frequenting the VHA National Conference Center.

**Task 8.3:** The contractors' shall perform administrative duties such as sending and receiving faxes, maintaining entrance of facility, procure supplies and basic expendables.

**Task 8.4:** The contractors' shall have the ability to move furniture weighing up to 70lbs, set up conference rooms, replenish food and beverages and meeting supplies (i.e., note pads, pens, etc).

**Task 8.5:** The contractors' shall establish and set priorities and communicate oral and written with the general public daily.

**Task 8.6:** The contractors' shall submit a Status Report outlining tasks completed and submitted to the COR every two weeks for review.

**PROGRAM SUPPORT ASSISTANT SERVICES****9. Deliverables Table:**

<b>Task</b>	<b>Deliverable</b>	<b>Planned Completion Date</b>
Task 8.1	Open and conference space for all planned conferences	Daily with operations
Task 8.3 – Administrative Support	Provide administrative support, such as sending and receiving faxes, maintaining entrance of facility, procure supplies and basic expendables / written and oral communication for planned conferences	Daily with operations
Task 8.6 - Reporting	Surveillance method will be a Status Report discussing tasks completed and will be given to the COR every two weeks for review	Every two weeks

**10. Government-Furnished Equipment (GFE)/Government Furnished Information (GFI):** The Government will furnish all onsite equipment and information.

**11. Contract Award Meeting:** The contractors' shall not commence performance on the tasks in this Performance Work Statement (PWS) until the Contracting Officer has conducted a kick off meeting or has advised the contractor that the kick off meeting requirement has been waived.

**12. General Requirements:**

**12.1.** For every task, the contractor's shall identify in writing all necessary subtasks (if any), associated costs by task, and associated sub-milestone dates. The contractor's subtask structure shall be reflected in the contractor's technical proposal and supported by a detailed work plan.

**12.2.** All written deliverables shall be phrased in layperson language. Statistical and other technical terminology shall not be used without providing a glossary of terms.

**12.3. Quality Control:** The contractor shall develop and maintain an effective quality control program to ensure services are performed in accordance with this Performance Work Statement (PWS). The contractor shall develop and implement procedures to identify, correct, prevent, and ensure non-recurrence of defective services. The contractor's quality control program is the means that the work complies with the requirement of the contract.

# EMPLOYEE EDUCATION SYSTEM

## PERFORMANCE WORK STATEMENT

### PROGRAM SUPPORT ASSISTANT SERVICES

Performance Indicator	Performance Standard	Acceptable Quality Level	Frequency	Method of Surveillance
Task 8.1	Contractors' demonstrate ability to provide the daily operations of opening, maintaining and closing the VHA National Conference Center for all planned conferences.	Three or fewer instances where significant errors or omissions were identified	Daily	100%
Task 8.3 Administrative Support	Contractors' provide administrative support, such as sending and receiving faxes, maintaining entrance of facility, procure supplies and basic expendables / written and oral communication for planned conferences	Five or fewer instances where significant errors or omissions were identified	Daily	80%

**13. Formal Acceptance or Rejection of Deliverables:** The Government will review each deliverable and provide feedback/comments. The contractor shall have two business days to incorporate feedback/comments and make appropriate revisions. The contractor shall provide the revised version of each deliverable to the program manager to whom they are working in support. The program manager will notify the COR if deliverables are not submitted timely and/or not satisfactory per the scope of the task. With the program managers' input, the COR will review and determine final acceptance by the Government. The COR will notify the contractor of final acceptance within two business days.

**14. Changes to the PWS:** Any changes to this PWS shall be authorized and approved only through written correspondence from the Contracting Officer. A copy of each change will be kept in a project folder along with all other products of the project. Costs incurred by the contractor through the actions of parties other than the Contracting Officer shall be borne by the contractor.

**15. Travel:** N/A

**16. Government Responsibilities:** N/A

#### **17. Contractor Experience Requirements – Key Personnel**

**17.1. Key Personnel:** The contractors' must have a minimum of one year's experience in the administrative assistant industry. Contractors' must demonstrate ability to work well with



**PROGRAM SUPPORT ASSISTANT SERVICES**

multiple staff and prioritize work appropriately. Contractors' must be able to work overtime on as needed basis.

The contractors' must be able to deal with varying stress levels in the process of carrying out duties in a fast paced environment. The contractors' will be working with the National Conference Center Director and the National Conference Assistant Director; therefore, he/she must be able to deal with multiple and changing priorities on a daily basis. The work requires sitting, standing, walking, bending, lifting of materials and equipment (weighing up to 70 pounds) in carrying out these duties.

Certain skilled experienced professional and/or technical personnel are essential for accomplishing the work to be performed. These individuals are defined as "Key Personnel" and are those persons whose resumes are submitted and marked by the vendor as "Key Personnel." Substitutions shall only be accepted if in compliance with "Substitution of Key Personnel" provision identified below.

The Contracting Officer may notify the Contractor and request immediate removal of any personnel assigned to any task by the Contractor that are deemed to have a conflict of interest with the Government or if the performance is deemed to be unsatisfactory. The reason for removal shall be documented and replacement personnel shall be identified within three (3) business days of the notification. Employment and staffing difficulties shall not be justification for failure to meet established schedules.

**17.2. Substitution of Key Personnel:** All Contractor requests for approval of substitutions hereunder shall be submitted in writing to the COR and the Contracting Officer at least thirty (30) calendar days in advance of the effective date, whenever possible, and shall provide a detailed explanation of the circumstances necessitating the proposed substitution, a complete resume for the proposed substitute, and any other information requested by the Contracting Officer necessary to approve or disapprove the proposed substitution. New personnel shall not commence work until all necessary security requirements, have been fulfilled and resumes provided and accepted. The COR and the Contracting Officer will evaluate such requests and promptly notify the Contractor of approval or disapproval in writing.

**17.3. Contractor Personnel Requirements:** The contractors' must be proficient in the utilization of desktop and laptop computer operating systems (Windows 98, Windows XP or above), and Microsoft Office Suite 2000 or above (Word, PowerPoint, Excel, Outlook, etc.), Web Browsers, and the ability to learn new software.

**17.3.1.** Contractors' must have the ability to communicate orally and in writing, using proper grammar, spelling, and necessary formats in order to disseminate information or instructions as well as prepare accurate reports, summaries, correspondence, reports of contact by telephone, etc. Many contacts will be with hotel staff, convention bureau staff, EES project managers and VACO staff. Therefore, tact and diplomacy are of utmost importance.

**17.3.2.** Contractors' must have the ability to organize and establish priorities to meet objectives and deadlines as well as the ability to adhere to deadlines and use independent judgment.

**PROGRAM SUPPORT ASSISTANT SERVICES**

**17.3.3.** Contractors' must exhibit knowledge of basic processes of administration, techniques of organization, and office management.

**17.3.4.** Contractors' must have high level of interpersonal skills in customer service, networking and public relations.

**17.3.5.** Contractors' must be skilled in operating a computer, fax machine, and various other office equipment.

**17.3.6.** Contractors' must be skilled in some aspects of meeting planner responsibilities, which include establishing meeting objectives, managing event logistics, such as setting up conference rooms, food and beverage logistics and setting up of audiovisual needs.

**18. Confidentiality and Disclosure:**

**18.1.** The preliminary and final deliverables, and all associated working papers, application source code, and other material deemed relevant by VA which have been generated by the contractor in the performance of this contract, are the exclusive property of the U.S. Government and shall be submitted to the Contracting Officer at the conclusion of the contract.

**18.1.2** The Contracting Officer will be the sole authorized official to release, verbally or in writing, any data, draft deliverables, final deliverables, or any other written or printed materials pertaining to this contract. No information shall be released by the contractor. Any request for information relating to this contract, presented to the contractor, shall be submitted to the Contracting Officer for response.

**18.1.3.** Press releases, marketing material, or any other printed or electronic documentation related to this project shall not be publicized without the written approval of the Contracting Officer.

**VA Information and Information System Security/Privacy Language for Contracted Personnel from VA Handbook 6500.6, Contract Security, Appendix C:**

**1. GENERAL**

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

**2. ACCESS TO VA INFORMATION AND VA INFORMATION SYSTEMS**

**a.** A contractor/subcontractor shall request logical (technical) or physical access to VA information and VA information systems for their employees, subcontractors, and affiliates only to the extent necessary to perform the services specified in the contract, agreement, or task order.

**b.** All contractors, subcontractors, and third-party servicers and associates working

**PROGRAM SUPPORT ASSISTANT SERVICES**

with VA information are subject to the same investigative requirements as those of VA appointees or employees who have access to the same types of information. The level and process of background security investigations for contractors must be in accordance with VA Directive and Handbook 0710, *Personnel Suitability and Security Program*. The Office for Operations, Security, and Preparedness is responsible for these policies and procedures.

**c.** Contract personnel who require access to national security programs must have a valid security clearance. National Industrial Security Program (NISP) was established by Executive Order 12829 to ensure that cleared U.S. defense industry contract personnel safeguard the classified information in their possession while performing work on contracts, programs, bids, or research and development efforts. The Department of Veterans Affairs does not have a Memorandum of Agreement with Defense Security Service (DSS). Verification of a Security Clearance must be processed through the Special Security Officer located in the Planning and National Security Service within the Office of Operations, Security, and Preparedness.

**d.** Custom software development and outsourced operations must be located in the U.S. to the maximum extent practical. If such services are proposed to be performed abroad and are not disallowed by other VA policy or mandates, the contractor/subcontractor must state where all non-U.S. services are provided and detail a security plan, deemed to be acceptable by VA, specifically to address mitigation of the resulting problems of communication, control, data protection, and so forth. Location within the U.S. may be an evaluation factor.

**e.** The contractor or subcontractor must notify the Contracting Officer immediately when an employee working on a VA system or with access to VA information is reassigned or leaves the contractor or subcontractor's employ. The Contracting Officer must also be notified immediately by the contractor or subcontractor prior to an unfriendly termination.

**3. VA INFORMATION CUSTODIAL LANGUAGE**

**a.** Information made available to the contractor or subcontractor by VA for the performance or administration of this contract or information developed by the contractor/subcontractor in performance or administration of the contract shall be used only for those purposes and shall not be used in any other way without the prior written agreement of the VA. This clause expressly limits the contractor/subcontractor's rights to use data as described in Rights in Data - General, FAR 52.227-14(d) (1).

**b.** VA information should not be co-mingled, if possible, with any other data on the contractors/subcontractor's information systems or media storage systems in order to ensure VA requirements related to data protection and media sanitization can be met. If co-mingling must be allowed to meet the requirements of the business need, the contractor must ensure that VA's information is returned to the VA or destroyed in accordance with VA's sanitization requirements. VA reserves the right to conduct on site inspections of contractor and subcontractor IT resources to ensure data security controls, separation of data and job duties,

**PROGRAM SUPPORT ASSISTANT SERVICES**

and destruction/media sanitization procedures are in compliance with VA directive requirements.

**c.** Prior to termination or completion of this contract, contractor/subcontractor must not destroy information received from VA, or gathered/created by the contractor in the course of performing this contract without prior written approval by the VA. Any data destruction done on behalf of VA by a contractor/subcontractor must be done in accordance with National Archives and Records Administration (NARA) requirements as outlined in VA Directive 6300, *Records and Information Management* and its Handbook 6300.1 *Records Management Procedures*, applicable VA Records Control Schedules, and VA Handbook 6500.1, *Electronic Media Sanitization*. Self-certification by the contractor that the data destruction requirements above have been met must be sent to the VA Contracting Officer within 30 days of termination of the contract.

**d.** The contractor/subcontractor must receive, gather, store, back up, maintain, use, disclose and dispose of VA information only in compliance with the terms of the contract and applicable Federal and VA information confidentiality and security laws, regulations and policies. If Federal or VA information confidentiality and security laws, regulations and policies become applicable to the VA information or information systems after execution of the contract, or if NIST issues or updates applicable FIPS or Special Publications (SP) after execution of this contract, the parties agree to negotiate in good faith to implement the information confidentiality and security laws, regulations and policies in this contract.

**e.** The contractor/subcontractor shall not make copies of VA information except as authorized and necessary to perform the terms of the agreement or to preserve electronic information stored on contractor/subcontractor electronic storage media for restoration in case any electronic equipment or data used by the contractor/subcontractor needs to be restored to an operating state. If copies are made for restoration purposes, after the restoration is complete, the copies must be appropriately destroyed.

**f.** If VA determines that the contractor has violated any of the information confidentiality, privacy, and security provisions of the contract, it shall be sufficient grounds for VA to withhold payment to the contractor or third party or terminate the contract for default or terminate for cause under Federal Acquisition Regulation (FAR) part 12.

**g.** If a VHA contract is terminated for cause, the associated BAA must also be terminated and appropriate actions taken in accordance with VHA Handbook 1600.01, Business Associate Agreements. Absent an agreement to use or disclose protected health information, there is no business associate relationship.

**h.** The contractor/subcontractor must store, transport, or transmit VA sensitive information in an encrypted form, using VA-approved encryption tools that are, at a minimum, FIPS 140-2 validated.

**i.** The contractor/subcontractor's firewall and Web services security controls, if applicable, shall meet or exceed VA's minimum requirements. VA Configuration Guidelines are available upon request.

**PROGRAM SUPPORT ASSISTANT SERVICES**

**j.** Except for uses and disclosures of VA information authorized by this contract for performance of the contract, the contractor/subcontractor may use and disclose VA information only in two other situations: (i) in response to a qualifying order of a court of competent jurisdiction, or (ii) with VA's prior written approval. The contractor/subcontractor must refer all requests for, demands for production of, or inquiries about, VA information and information systems to the VA contracting officer for response.

**k.** Notwithstanding the provision above, the contractor/subcontractor shall not release VA records protected by Title 38 U.S.C. 5705, confidentiality of medical quality assurance records and/or Title 38 U.S.C. 7332, confidentiality of certain health records pertaining to drug addiction, sickle cell anemia, alcoholism or alcohol abuse, or infection with human immunodeficiency virus. If the contractor/subcontractor is in receipt of a court order or other requests for the above mentioned information, that contractor/subcontractor shall immediately refer such court orders or other requests to the VA contracting officer for response.

**l.** For service that involves the storage, generating, transmitting, or exchanging of VA sensitive information but does not require C&A or an MOU-ISA for system interconnection, the contractor/subcontractor must complete a Contractor Security Control Assessment (CSCA) on a yearly basis and provide it to the COR.

**4. SECURITY INCIDENT INVESTIGATION**

**a.** The term "security incident" means an event that has, or could have, resulted in unauthorized access to, loss or damage to VA assets, or sensitive information, or an action that breaches VA security procedures. The contractor/subcontractor shall immediately notify the COR and simultaneously, the designated ISO and Privacy Officer for the contract of any known or suspected security/privacy incidents, or any unauthorized disclosure of sensitive information, including that contained in system(s) to which the contractor/subcontractor has access.

**b.** To the extent known by the contractor/subcontractor, the contractor/subcontractor's notice to VA shall identify the information involved, the circumstances surrounding the incident (including to whom, how, when, and where the VA information or assets were placed at risk or compromised), and any other information that the contractor/subcontractor considers relevant.

**c.** With respect to unsecured protected health information, the business associate is deemed to have discovered a data breach when the business associate knew or should have known of a breach of such information. Upon discovery, the business associate must notify the covered entity of the breach. Notifications need to be made in accordance with the executed business associate agreement.

**d.** In instances of theft or break-in or other criminal activity, the contractor/subcontractor must concurrently report the incident to the appropriate law enforcement entity (or entities) of jurisdiction, including the VA OIG and Security and Law Enforcement. The contractor, its employees, and its subcontractors and their employees shall cooperate with VA and any law

**PROGRAM SUPPORT ASSISTANT SERVICES**

enforcement authority responsible for the investigation and prosecution of any possible criminal law violation(s) associated with any incident. The contractor/subcontractor shall cooperate with VA in any civil litigation to recover VA information, obtain monetary or other compensation from a third party for damages arising from any incident, or obtain injunctive relief against any third party arising from, or related to, the incident.

**5. LIQUIDATED DAMAGES FOR DATA BREACH**

**a.** Consistent with the requirements of 38 U.S.C. §5725, a contract may require access to sensitive personal information. If so, the contractor is liable to VA for liquidated damages in the event of a data breach or privacy incident involving any SPI the contractor/subcontractor processes or maintains under this contract.

**b.** The contractor/subcontractor shall provide notice to VA of a “security incident” as set forth in the Security Incident Investigation section above. Upon such notification, VA must secure from a non-Department entity or the VA Office of Inspector General an independent risk analysis of the data breach to determine the level of risk associated with the data breach for the potential misuse of any sensitive personal information involved in the data breach. The term 'data breach' means the loss, theft, or other unauthorized access, or any access other than that incidental to the scope of employment, to data containing sensitive personal information, in electronic or printed form, that results in the potential compromise of the confidentiality or integrity of the data. Contractor shall fully cooperate with the entity performing the risk analysis. Failure to cooperate may be deemed a material breach and grounds for contract termination.

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

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

(2) Description of the event, including:

**(a)** date of occurrence;

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

(3) Number of individuals affected or potentially affected;

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

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

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

**PROGRAM SUPPORT ASSISTANT SERVICES**

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

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

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

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

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

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

(1) Notification;

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

(3) Data breach analysis;

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

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

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

**6. TRAINING**

a. All contractor employees and subcontractor employees requiring access to VA information and VA information systems shall complete the following before being granted access to VA information and its systems:

(1) Sign and acknowledge (either manually or electronically) understanding of and responsibilities for compliance with the *Contractor Rules of Behavior* relating to access to VA information and information systems;

(2) Successfully complete the *VA Privacy and Information Security Awareness and Rules of Behavior* training and annually complete required security/privacy training; and

**PROGRAM SUPPORT ASSISTANT SERVICES**

(3) Successfully complete any additional cyber security or privacy training, as required for VA personnel with equivalent information system access *[to be defined by the VA program official and provided to the contracting officer for inclusion in the solicitation document – e.g., any role-based information security training required in accordance with NIST Special Publication 800-16, Information Technology Security Training Requirements.]*

b. The contractor shall provide to the contracting officer and/or the COR a copy of the training certificate and certification of signing the Contractor Rules of Behavior for each applicable employee within 1 week of the initiation of the contract and annually thereafter, as required.

c. Failure to complete the mandatory annual training and sign the Contractor Rules of Behavior annually, within the timeframe required, is grounds for suspension or termination of all physical or electronic access privileges and removal from work on the contract until such time as the training and documents are complete.

**CONTRACTOR PERSONNEL SECURITY**

**a. Background Investigations and Special Agreement Checks (SAC)**

(1) All contractor employees are subject to the same level of investigation as VA employees who have access to VA Sensitive Information and VA information systems. The position sensitivity for this effort has been designated as **low risk** and the level of background investigation is **National Agency Check with Written Inquiries (NACI)**. This requirement is applicable to all subcontractor personnel requiring the same access.

(2) The contractor employee is required to submit all requested paperwork to appropriate VA staff for the background investigation within requested timeframe.

**b. Contractor Responsibilities**

(1) Background investigations from investigating agencies other than OPM are permitted if the agencies possess an OPM and Defense Security Service certification. Security and Investigations Center staff will verify the information and advise the contracting officer whether access to the computer systems can be authorized.

(2) The contractor shall prescreen all personnel requiring access to the computer systems to ensure they maintain a U.S. citizenship and are able to read, write, speak and understand the English language without the use of an interpreter.

(3) The contractor, when notified of an unfavorable determination by the Government, shall withdraw the employee from consideration from working under the contract.



**PROGRAM SUPPORT ASSISTANT SERVICES**

(4) Failure to comply with the contractor personnel security requirements may result in termination of the contract for default.

(5) The contractor will be responsible for the actions of all individuals provided to work for the VA under this contract. In the event that damages arise from work performed by contractor provided personnel, under the auspices of this contract, the contractor will be responsible for all resources necessary to remedy the incident.

**c. Government Responsibilities**

(1) The VA Security and Investigations Center (07C) will provide the necessary forms to the contractor or to the contractor's employees after receiving a list of names and addresses.

(2) Upon receipt, the VA Security and Investigations Center (07C) will review the completed forms for accuracy and forward the forms to OPM to conduct the background investigation.

(3) The VA facility will pay for investigations conducted by the OPM.

(4) The VA Security and Investigations Center (07C) will notify the contracting officer and contractor after adjudicating the results of the background investigations received from OPM.

## **1 INTERNET/INTRANET**

a. The contractor shall comply with Department of Veterans Affairs (VA) Directive 6102 and VA Handbook 6102 (Internet/Intranet Services).

b. VA Directive 6102 sets forth policies and responsibilities for the planning, design, maintenance support, and any other functions related to the administration of a VA Internet/Intranet Service Site or related service (hereinafter referred to as Internet). This directive applies to all organizational elements in the Department. This policy applies to all individuals designing and/or maintaining VA Internet Service Sites; including but not limited to full time and part time employees, contractors, interns, and volunteers. This policy applies to all VA Internet/Intranet domains and servers that utilize VA resources. This includes but is not limited to va.gov and other extensions such as, “.com, .edu, .mil, .net, .org,” and personal Internet service pages managed from individual workstations.

c. VA Handbook 6102 establishes Department-wide procedures for managing, maintaining, establishing, and presenting VA Internet/Intranet Service Sites or related services (hereafter referred to as “Internet”). The handbook implements the policies contained in VA Directive 6102, Internet/Intranet Services. This includes, but is not limited to, File Transfer Protocol (FTP), Hypertext Markup Language (HTML), Simple Mail Transfer Protocol (SMTP), Web pages, Active Server Pages (ASP), e-mail forums, and list servers.

**PROGRAM SUPPORT ASSISTANT SERVICES**

d. VA Directive 6102 and VA Handbook 6102 are available at:  
Internet/Intranet Services Directive 6102  
[http://www1.va.gov/vapubs/viewPublication.asp?Pub\\_ID=409&FType=2](http://www1.va.gov/vapubs/viewPublication.asp?Pub_ID=409&FType=2)  
Internet/Intranet Services Handbook 6102  
[http://www1.va.gov/vapubs/viewPublication.asp?Pub\\_ID=410&FType=2](http://www1.va.gov/vapubs/viewPublication.asp?Pub_ID=410&FType=2)

e. In addition, any technologies that enable a Network Delivered Application (NDA) to access or modify resources of the local machine that are outside of the browser's "sand box" are strictly prohibited. Specifically, this prohibition includes signed-applets or any ActiveX controls delivered through a browser's session. ActiveX is expressly forbidden within the VA while .NET is allowed only when granted a waiver by the VA CIO \*PRIOR\* to use.

f. JavaScript is the preferred language standard for developing relatively simple interactions (i.e., forms validation, interactive menus, etc.) and Applets (J2SE APIs and Java Language) for complex network delivered applications.

**52.224-1 Privacy Act Notification.**

As prescribed in [24.104](#), insert the following clause in solicitations and contracts, when the design, development, or operation of a system of records on individuals is required to accomplish an agency function:

Privacy Act Notification (Apr 1984)

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

**52.224-2 Privacy Act.**

As prescribed in [24.104](#), insert the following clause in solicitations and contracts, when the design, development, or operation of a system of records on individuals is required to accomplish an agency function:

Privacy Act (Apr 1984)

(a) The Contractor agrees to—

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

(i) The systems of records; and

**PROGRAM SUPPORT ASSISTANT SERVICES**

(ii) The design, development, or operation work that the contractor is to perform;

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

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

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

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

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

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

## **SECTION C - CONTRACT CLAUSES**

### **C.1 FSS RFQ INTRODUCTORY LANGUAGE**

The terms and conditions of the contractor's FSS contract (including any contract modifications) apply to all Blanket Purchase Agreements (BPA) and task or delivery orders issued under the contract as a result of this RFQ. When a lower price has been established, or when the delivery terms, FOB terms, or ordering requirements have been modified by the BPA or task/delivery order, those modified terms will apply to all purchases made pursuant to it and take precedence over the FSS contract. Any unique terms and conditions of a BPA or order issued under the contract that are not a part of the applicable FSS contract will govern. In the event of an inconsistency between the terms and conditions of a BPA or task/delivery order and the Contractor's FSS terms, other than those identified above, the terms of the FSS contract will take precedence.

## **C.2 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:

☒ (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).

#### Employee Class

#### Monetary Wage-Fringe Benefits

- ☒ (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>
52.217-8	OPTION TO EXTEND SERVICES	NOV 1999
52.217-9	OPTION TO EXTEND THE TERM OF THE CONTRACT	MAR 2000
852.215-71	EVALUATION FACTOR COMMITMENTS	DEC 2009

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

## **SECTION E - SOLICITATION PROVISIONS**

<u>FAR Number</u>	<u>Title</u>	<u>Date</u>
	REPRESENTATION BY CORPORATIONS REGARDING AN UNPAID TAX LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW (DEVIATION)	MAR 2012
852.215-70	SERVICE-DISABLED VETERAN-OWNED AND VETERAN-OWNED SMALL BUSINESS EVALUATION FACTORS	DEC 2009