

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30				1. REQUISITION NO. 170151A12010530500003500		PAGE 1 OF 109	
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NO.		5. SOLICITATION NUMBER VA119A-17-R-0010	
6. SOLICITATION ISSUE DATE 11-21-2016		7. FOR SOLICITATION INFORMATION CALL: a. NAME Roxana.Cepeda@va.gov		b. TELEPHONE NO. (No Collect Calls) 240-215-1635		8. OFFER DUE DATE/LOCAL TIME 12-09-2016	
9. ISSUED BY Strategic Acquisition Center - Frederick Department of Veterans Affairs 321 Ballenger Center Drive, Suite 125 Frederick MD 21703				10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE: _____ % FOR: <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM NAICS: 531311 <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> EDWOSB <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> 8(A) SIZE STANDARD: \$7.5 Million			
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input checked="" type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS		13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) <input type="checkbox"/>		13b. RATING N/A	
14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input checked="" type="checkbox"/> RFP				15. DELIVER TO Strategic Acquisition Center - Frederick Department of Veterans Affairs 321 Ballenger Center Drive, Suite 125 Frederick MD 21703			
16. ADMINISTERED BY Strategic Acquisition Center - Frederick Department of Veterans Affairs 321 Ballenger Center Drive, Suite 125 Frederick MD 21703				17a. CONTRACTOR/OFFEROR CODE _____ FACILITY CODE _____ TELEPHONE NO. _____ DUNS: _____ DUNS+4: _____			
18a. PAYMENT WILL BE MADE BY Strategic Acquisition Center - Frederick Department of Veterans Affairs 321 Ballenger Center Drive, Suite 125 Frederick MD 21703 PHONE: _____ FAX: _____				18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM			
17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER <input type="checkbox"/>				19. ITEM NO.			
20. See CONTINUATION Page SCHEDULE OF SUPPLIES/SERVICES				21. QUANTITY		22. UNIT	
23. UNIT PRICE				24. AMOUNT			
Draft Request for Proposal. Real Estate Owned and Portfolio Services Contract (RPSC). Questions Due: 12:00PM EST 11/30/2016 Email all questions to both the Contract Specialist at Roxana.Cepeda@va.gov and the Contracting Officer at Tara.Flores@va.gov Proposal Due: TBD after issuance of the final RFP. Email proposal to both the Contract Specialist at Roxana.Cepeda@va.gov and the Contracting Officer at Tara.Flores@va.gov This may be a base and 9 year or a base and 5 years. (Use Reverse and/or Attach Additional Sheets as Necessary)							
25. ACCOUNTING AND APPROPRIATION DATA See CONTINUATION Page				26. TOTAL AWARD AMOUNT (For Govt. Use Only) \$0.00			
27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.				27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED			
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN _____ COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED				29. AWARD OF CONTRACT: REF. _____ OFFER DATED _____ YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN IS ACCEPTED AS TO ITEMS:			
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)			
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) Tara Flores		31c. DATE SIGNED	

Table of Contents

SECTION A	1
A.1 SF 1449 SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS	1
SECTION B - CONTINUATION OF SF 1449 BLOCKS	3
B.1 CONTRACT ADMINISTRATION DATA	3
B.2 LIMITATIONS ON SUBCONTRACTING	4
B.3 SUBCONTRACTING COMMITMENTS	4
B.4 SUBCONTRACTING PLAN	5
B.5 PERFORMANCE WORK STATEMENT	6
B.6 PRICE/COST SCHEDULE	45
SECTION C - CONTRACT CLAUSES	57
C.1 52.212-4 CONTRACT TERMS AND CONDITIONS—COMMERCIAL ITEMS (FEB 2012)	57
C.2 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS—COMMERCIAL ITEMS (2012)	63
C.3 52.217-8 OPTION TP EXTEND SERVICES 9NOV 1999)	69
C.4 52.217-9 OPTION TO EXTEND THE TERMS OF THE CONTRACT	69
C.5 52.228-16 PERFORMANCE AND PATMENT BONDS—OTHER THAN CONSTRUCTION (NOV 2006)	70
C.6 52.252-2 CLAUSES INCORPORATED BY REFERENCE	70
C.7 VAAR 852.203-70 COMMERCIAL ADVERTISING (JAN 2008)	71
C.8 VAAR 852.203-71 DISPLAY OF DEPARTMERNT OF VETERANS AFFAIRS HOTLINE POSTER (DEC 1992)	71
C.9 VAAR 852.215-71 EVALUATION FACTOR COMMITMENTS (DEC 2009).....	71
C.10 VAAR 852.219-9 VA SMALL BUSNIESS SUBCONTRACTING PLAN MINIMUM REQUIREMENTS (DEC 2009)	72
C.11 VAAR 852.232-72 ELECTRONIC INVOICE SUBMISSION (Interim – October 2008)	73
C.12 VAAR 852.237-70 CONTRACTOR RESPONSIBILITY (APR 1984)	73
C.13 VAAR 852.271-70 NONDISCRIMINATION IN SERVICES PROVIDED TO BENEFICIARIES (JAN 2008)	74
C.14 MANDATORY WRITTEN DISCLOSURES	74
SECTION D - CONTRACT DOCUMENTS, EXHIBITS, OR ATTACHMENTS	75
D.1 ATTACHMENT A RPSC RELATED DOCUMENTS	75
D.2 ATTACHMENT B BACKGROUND INVESTIGATION WORKSHEET	75
D.3 ATTACHMENT C SCHEDULE OF DELIVERABLES.....	75
D.4 ATTACHMENT D RPSC REPORTING LIBRARY	75
D.5 ATTACHMENT E GOVERNMENT QUALITY ASSURANCE PLAN QUALITY ASSURANCE SURVEILLANCE PLAN (QASP)	75
D.6 ATTACHMENT F PROPERTY PRESERVATION FLAT FEE	75

D.7	ATTACHMENT G ATTORNEY CONTRACT PROVISIONS	75
D.8	ATTACHMENT H PRICING SPREADSHEET	75
D.9	ATTACHMENT I TECHNICAL EVALUATION MATRIX	75
D.10	ATTACHMENT J PAST PERFORMANCE QUESTIONNAIRE	75
SECTION E - SOLICITATION PROVISIONS		76
E.1	52.212-1 INSTRUCTION TO OFFERORS—COMMERCIAL ITEMS (OCT 2015)	76
E.2	52.209-5 REPRESENTATION BY CORPORATIONS REGARDING AN UNPAID TAX LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW (DEVIATION) (MAR 2012)	90
E.3	52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS (JUL 2013)	91
E.4	52.216-1 TYPE OF CONTRACT (APR 1984)	92
E.5	52.233-2 SERVICE OF PROTEST (SEP 2006)	92
E.6	VAAR 852.215-70 SERVICE-DISABLED VETERAN-OWNED AND VETERAN- OWNED SMALL BUSINESS EVALUATION FACTORS (DEC 2009)	93
E.7	VAAR 852.219-71 VA MENTOR-PROTÉGÉ PROGRAM (DEC 2009)	93
E.8	VAAR 852.219-72 EVALUATION FACTOR FOR PARTICIPATION IN THE VA MENTOR-PROTÉGÉ PROGRAM (DEC 2009)	94
E.9	VAAR 852.233-70 PROTEST CONTENT/ALTERNATIVE DISPUTE RESOLUTION (JAN 2008)	94
E.10	VAAR 852.233-71 ALTERNATE PROTEST PROCEDURE (JAN 1998).....	94
E.11	52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)	95
E.12	52.212-2 EVALUATION—COMMERCIAL ITEMS (OCT 2014)	95
E.13	52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS— COMMERCIAL ITEMS (APR 2016)	97

SECTION B - CONTINUATION OF SF 1449 BLOCKS

B.1 CONTRACT ADMINISTRATION DATA

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

Invoicing Instructions: Three different teams within VA will process invoices for this order. The Contractor must submit invoices to the appropriate VA contact to ensure timely processing.

All invoices must be substantiated by complete imaged (electronic) documentation (e.g. bids, work orders, sub-contractor invoices, proof of payment, photographs, inspection reports, appraisals, foreclosure documents, correspondence, etc.) in support of allowable expenses, and will be made available concurrently with the electronic invoice presented to VA for payment.

The contractor shall submit invoices for CLINS (0001, 1001, 2001, 3001, 4001 and 5001 - Property Preservation), (0002, 10002, 2002, 3002, 4002 and 5002 - Acquisition Management and Disposition Expenses), (0003, 1003, 2003, 3003, 4003 and 5003 - Performance Bonds), (0008, 1008, 2008, 3008, 4007 and 5008- REO Reimbursable, not including Taxes) to the Property Management Oversight Unit at 3401 West End Avenue, Nashville, TN 37203. Contractor must submit all invoices and all after-sale invoices within 60 calendar days for each of the following events;

- a. Sales - 60 days from date of settlement.
- b. Redemptions - 60 days from date of redemption.
- c. Withdrawn/Re-Conveyed Properties - 60 days from date of VA's notification.

As needed, the contractor shall submit a supplemental invoice no later than 90 calendar days for each of the following events;

- a. Sales - 90 days from date of settlement.
- b. Redemptions – 90 days from date of redemption.
- c. Withdrawn-Re-conveyed Properties – 90 days from date of VA's modification.

The intent of the supplemental invoice is to provide a mechanism for the contractor to submit line items that are reimbursable fees that were rejected on the after-sale invoice and where appropriate supporting documentation is provided to overturn the original reject reason from the after-sale invoice; and/or to include reimbursable fees that were rejected on the after-sale invoice; and/or to include reimbursable fees where the reimbursement is for items or services provided after the original invoice was submitted and processed with appropriate levels of approval for such items. (Examples of such items may include: Municipal Fees that may be billed on a quarterly basis such as water and sewer fees, items or services that were listed in the MLS or other public sales listings at the time of marketing to be completed/installed after closing or reimbursement for items or services that take place after the sales closing with appropriate levels of approval).

The contactor shall submit invoices for CLIN 0003 to the Financial Service Center, P.O. Box 14997, Austin Texas 78714-8971. Contractor must submit this invoice in an electronic format within 180 calendar days of contract award and upon the exercise of the annual option years, thereafter.

The contractor shall submit invoices for CLIN 0005 (Service Non-Performing Loans), 0006A (REO Taxes), 0006B (National Portfolio Taxes), 0008B (National Portfolio Reimbursable, not including Taxes) to the Portfolio Loan Oversight Unit at 3401 West End Ste, Nashville, TN 37203. Contractor must submit all invoices in an electronic format within 60 calendar days for each of the following events:

- a. The end of the month for which a servicing fee is being invoiced for a performing loan.
- b. The end of the month or longer period for which a servicing fee is being invoiced for a non-performing loan.
- c. The end of the month a loan becomes eligible to be invoiced for unreimbursed post-foreclosure expenses (e.g., taxes, insurance premiums, foreclosure fees and costs, and preservation expenses).
- d. The end of the month an REO tax or other tax is paid.

Note: CLIN 0007 (Incentive & Disincentives) will be used by VA to remit incentive payments to the contractor based upon performance, in accordance with the QASP. The contractor shall not submit invoices for CLIN 0007 (Incentive & Disincentives).

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

This solicitation includes FAR 52.219-4 Notice of Price Evaluation Preference for HubZone Small Business Concerns. 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 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.

B.4 SUBCONTRACTING PLAN--MONITORING AND COMPLIANCE (JUN 2011)

This solicitation includes FAR 52.219-9, Small Business Subcontracting Plan, and VAAR 852.219-9, VA Small Business Subcontracting Plan Minimum Requirement. 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 the contractor's compliance with the plan, including reviewing the contractor's accomplishments in achieving the subcontracting goals in the plan. 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 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 compliance with the subcontracting plan.

B.5 PERFORMANCE WORK STATEMENT (PWS)

U.S. DEPARTMENT OF VETERANS AFFAIRS (VA) REAL ESTATE OWNED AND PORTFOLIO SERVICING CONTRACT

1. INTRODUCTION

The Department of Veterans Affairs (VA) Loan Guaranty Service (LGY) administers a home loan program that promotes home ownership among our nation's Veterans and active duty personnel. The program provides Federal home loan guarantees on residential property purchased by Veterans and service members. As a byproduct of the guarantee program, VA may become the holder of Real Estate Owned (REO) properties and portfolio loans. VA procures a Service Provider to manage these assets.

1.1. VA Real Estate Owned (REO) Program

When a VA-guaranteed or VA-financed home loan is terminated, VA usually acquires the property as a result of foreclosure. Within LGY, the Property Management (PM) operation is responsible for acquisition and disposal of these properties, with the primary goal to achieve the highest possible net return of investment in the shortest amount of time possible. The ability to sell these properties with limited expenses and maximum return on investment requires disciplined and effective steps to assume custody, manage, acquire title, market, and sell the property quickly.

VA staged an Office of Management and Budget (OMB) Circular A-76 competition that resulted in the outsourcing of PM activities through a contract awarded in 2003.

1.2. VA National Portfolio Servicing

Until 1997, servicing of the portfolio of loans was the responsibility of the LGY division at each of the Regional Offices (ROs). VA provided full mortgage servicing, including customer service functions, tax payments and insurance premium payments, for the portfolio. VA's portfolio had declined over previous years because direct loans were seldom made to Veterans under the G.I. Direct Home Loan program. In addition, most of the Vendee Loans were sold to trusts on a servicing released basis three (3) times per year. Because of the reduction in VA's active portfolio being serviced, VA determined that the loans could be sub-serviced by a single private Service Provider at less cost to the Government. The Service Provider performs escrow management, loan servicing, custodial duties, loan sale processing, document procurement, and approval and completion of loan terminations.

1.3. Portfolio Loan Types

VA commonly refers to loans by "loan type." The VA loan type is the 5th digit in the full 12-digit loan identification number (LIN).

Collectively, the following loan types constitute VA's loan portfolio:

1. Vendee Loans (Loan Types 3, 4, and 7) - Created when VA provides a purchaser with seller financing during the sale of a VA acquired property (REO);
2. 4600 Repurchased Loans (Loan Type 4) - Created when VA repurchases a Vendee loan previously sold to a private lender under the terms of 38 Code of Federal Regulations (CFR) 4600 (Vendee loans have not been sold under the terms of this regulation since 1987, and VA does not anticipate future such sales);
3. Refunded Loans (Loan Types 5 and 8) - Created when VA purchases a guaranteed loan from a private lender to help a Veteran avoid foreclosure and the loss of his/her home; and
4. Direct Loans (Loan Type 1) - Typically created when VA issues loans directly to Veterans on Native American Trust Land under the Native American Direct Loans (NADL) Program. This loan type also includes a small number of direct loans funded by VA under the Specially Adapted Housing Program, and a declining number of older direct loans funded by VA under the G.I. Direct Home Loan program prior to the nationwide availability of private lender funding.

1.4. Contract Administration Oversight

VA Central Office (VACO) Loan and Property Management administers the contract and assists in oversight of the REO and National Portfolio Servicing Contract (RPSC). The Contract Assurance Unit (CAU) conducts contract oversight for PM and Portfolio loans. VACO PM administers contractual and policy matters while CAU manages oversight activities and daily operations.

CAU has decision-making authority for approving PM expenses, demolitions, auctioning of properties, proposed settlements, property preservation expenses that exceed published guidelines (http://www.benefits.va.gov/HOMELANS/servicers_valeri_rules.asp), terminations without foreclosure, specific loss mitigation recommendations (e.g., modifications,), and other inherently governmental functions or activities outside the Service Provider's scope of authority.

No VA sensitive personal information (SPI), Personally Identifiable Information (PII), or Protected Health Information (PHI) may be stored, sent to, or accessed from outside the Continental United States. A breach of this condition shall be considered a material breach that may warrant a termination for default.

1.5. REO and Portfolio Servicing Profile and Data

This award entails services provided within the United States (U.S.). The U.S. is defined as the 50 States, Territories and possessions, the District of Columbia (D.C.), the Commonwealth of Puerto Rico and the Commonwealth of the Northern Mariana Islands. The Service Provider must be able to provide all services at the same level of service within all geographic locations. VA does not guarantee the volume specified in the following tables.

Table 1 provides the number of VA acquired properties sold in FY16 and their total average sales price, by state, as of 6/30/2016.

Table 2 provides the number of VA acquired properties being managed, by state, as of 6/30/2016.

Table 3 provides the number of loans being serviced in VA's portfolio and the Unpaid Principal Balance (UPB), by loan type as of 6/30/2016.

Table 4 provides the severity, count and percentage of delinquencies in VA's portfolio as of 6/30/2016.

Table 1: VA Acquired Properties Sold with Average Sale Price by State

FYTD 2016 (10/1/15 – 06/30/16)

State	Number of Sales	Average Sales Price	State	Number of Sales	Average Sales Price
AK	56	\$161,267	MT	49	\$128,130
AL	435	\$93,975	NC	1,320	\$91,457
AR	241	\$83,287	ND	5	\$39,500
AZ	197	\$126,722	NE	45	\$103,504
CA	120	\$158,567	NH	43	\$112,601
CO	135	\$150,940	NJ	137	\$88,639
CT	61	\$102,848	NM	119	\$114,113
DE	21	\$148,965	NV	31	\$128,026
FL	739	\$114,068	NY	238	\$58,794
GA	726	\$96,664	OH	378	\$63,345
GU	5	\$212,980	OK	302	\$69,320
HI	7	\$248,429	OR	136	\$146,349
IA	69	\$74,250	PA	314	\$84,072
ID	54	\$104,014	PR	35	\$60,846
IL	340	\$79,783	RI	6	\$151,692
IN	236	\$68,167	SC	233	\$102,552
KS	228	\$74,851	SD	15	\$108,950
KY	201	\$76,716	TN	550	\$100,162
LA	136	\$108,771	TX	901	\$114,656
MA	42	\$123,485	UT	26	\$147,906
MD	236	\$158,554	VA	747	\$144,037
ME	53	\$56,199	VI	1	\$41,000
MI	190	\$64,427	VT	16	\$95,156
MN	104	\$121,160	WA	269	\$157,665
MO	301	\$80,972	WI	119	\$89,742
MS	146	\$90,390	WV	38	\$84,059
			WY	32	\$144,854
Grand Total 11,294 properties Avg sales price \$102,174					

*Approximately 20-25% of REO properties assigned are occupied.

Table 2: Number of VA Acquired Properties Being Managed by State

State	Active Inventory	State	Active Inventory
AK	57	NC	602
AL	249	ND	13
AR	121	NE	18
AZ	103	NH	20
CA	78	NJ	224
CO	58	NM	114
CT	29	NV	44
DE	26	NY	246
FL	327	OH	184
GA	423	OK	174
GU	10	OR	110
HI	13	PA	228
IA	26	PR	58
ID	25	RI	9
IL	224	SC	155
IN	114	SD	19
KS	147	TN	231
KY	141	TX	539
LA	90	UT	13
MA	39	VA	420
MD	226	VI	10
ME	30	VT	8
MI	221	WA	170
MN	136	WI	50
MO	159	WV	58
MS	89	WY	35
MT	31		
NC	602		
Total Number of Properties = 6,994			

Table 3: Number of Loans Currently Being Serviced & UPB by Loan Type

Loan Type	Current Loan Inventory	UPB
Vendee	1,515	\$144,845,574.51
Direct	509	\$60,864,105.90
Repurchased 4600	136	\$1,837,280.92
Refunded	3,502	\$2246,086,050.80
Total*	5,662	\$453,634,009.13
*Vendee numbers fluctuate due to loan sales; at peak times the total loans to be serviced could be around 20,000		

Table 4: Severity, Count and Percentage of Delinquencies

Delinquency	Count	Percent
30 Day	589	10.4%
60 Day	167	2.95%
90+ Day	467	8.25%
Foreclosure	290	5.12%

1.6. Program Objectives

VA requires that the Service Provider must make prudent and appropriate business decisions that serve the interests of the VA and adhere to the constraints of this procurement and all appropriate laws and regulations. The primary objectives are:

1. Sell VA-acquired properties for the highest possible net return on VA's investment in the shortest amount of time;
2. Promote servicing practices that support VA's mission of helping borrowers retain their homes or avoid foreclosure, and provide excellent customer service;
3. Assure efficient processing of loan sales;
4. Improve reporting, information management and security; and
5. Ensure accountability and fiscal responsibility for all activities and protect the interests of the Secretary of Veterans Affairs (the Secretary).

1.7. Purpose and Vision

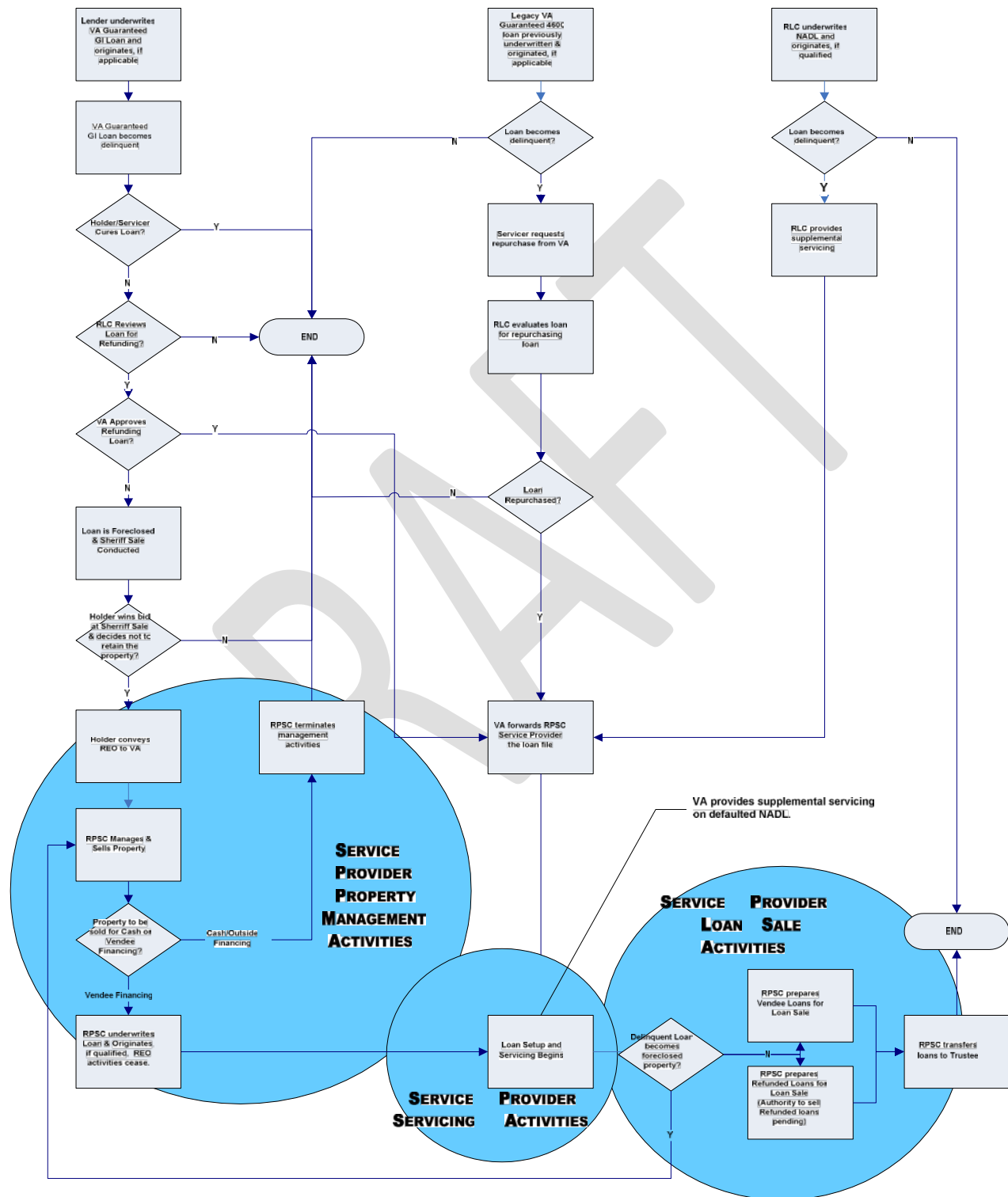
The purpose of this acquisition is to procure a Service Provider that must perform the following services in a defined, accurate, timely, measurable, and fiscally responsible manner that protects the interests of the Secretary:

1. REO management and asset disposition;
2. Loan servicing;
3. Loan sale preparation; and
4. Vendee loan origination.

This performance-based award will incentivize the Service Provider to continually improve performance and allow VA to better measure the Service Provider's ability to support its objectives. The following figure represents the high-level functions the Service Provider must perform for VA, including property management, servicing and loan sale activities.

The diagram does not demonstrate the invoicing, reporting, compliance related activities, and other duties/responsibilities stated in the scope of work that the Service Provider must conduct.

Table 5: High-Level REO and National Portfolio Services



1.8. Matters requiring VA prior approval or matters requiring notice to VA for possible referral to DOJ

1. For this contract, the following activities require the Government's prior approval:
 - a. Demolition of property;
 - b. Sale of property where offer was not obtained through normal marketing process, i.e., sale to a tenant;
 - c. Property auctions;
 - d. Repairs and capital improvements in excess of VA guidelines;
 - e. Opinion of title, if applicable;
 - f. Donation of property;
 - g. Release of rights (such as mineral release, partial release of security, easement, etc.);
 - h. Filing legal actions in the name of the Secretary;
 - i. Loan modification decisions or termination without foreclosure;
 - j. Proposed settlements or write-offs in excess of VA guidelines;
 - k. Preservation expenses in excess of VA guidelines;
 - l. Legal fees in excess of VA guidelines or in excess of those that are reasonable and customary in the jurisdiction for same or similar services.
2. Matters Requiring Notice to VA for Possible Referral to DOJ.

The Service Provider must immediately notify the VA National Practice Group (NPG) of any claim filed against the Secretary. The NPG will direct the Service Provider how to proceed. The NPG, subject to the direction and supervision of the Department of Justice (DOJ), has final decision making authority on whether DOJ will represent the Secretary;

- a. Substantial Legal issues (such as the construction or constitutionality of federal statutes, or issues of enforcement or issues that have significance for the government as a whole);
- b. Counterclaims involving claims arising under other federal programs;
- c. Attempts to file counterclaims as class actions;
- d. Any order or judgment adverse to the government is entered in the case;
- e. It is necessary to file or respond to a suit where another federal agency would be or is a proper party or has an interest in the property or action; and
- f. Any other party files a notice of appeal.

2. APPLICABLE DOCUMENTS

This solicitation incorporates the following documents by reference, with the same force and effect as if they were given in full text. The Service Provider must comply with these documents in performance of this Performance Work Statement (PWS):

- a. Privacy Act, 5 United States Code (U.S.C.) §552a;
- b. VA Directive 6500, Information Security Program (VA Handbook 6500.6, Contract Security, which is available at: <http://www1.va.gov/vapubs> ;
- c. Veterans Health Administration (VHA) Directive 0710 (Implementation Handbook 0710.01, which are available at: <http://www1.va.gov/vapubs> and <http://www1.va.gov/vhapublications/index.cfm> ;
- d. Veterans Affairs Acquisition Regulation (VAAR)-852.273-75: Security Requirements for Unclassified Information Technology (IT) Resources (Interim-October 2008); and
- e. Federal Information Security Management Act (FISMA), Appendix III of OMB Circular A-130.
- f. Rights in Data - General, Federal Acquisition Regulation (FAR) 52.227-14(d)(1);
- g. VA Directive 6300, Records and Information Management (VA Handbook 6300.1 Records Management Procedure, and all applicable VA Records Control Schedules);
- h. VA Information and Information System Security/Privacy Requirements for IT Contracts, which is available at: <http://www.iprm.oit.va.gov>;
- i. VA Directive 0730, Section 6 (Physical Security);
- j. VA Memorandum: IT Oversight & Compliance Information Physical Security Assessments, October 24, 2007;
- k. VA Directive 0710, September 10, 2004, which is available at: http://www1.va.gov/vapubs/viewPublication.asp?Pub_ID=487&FType=2 and
- l. Rights in Data and Copyrights, FAR 27.401 Definitions.
- m. OMB Circular A-123, Managements Responsibility for Internal Control, appendix D, Compliance with the Federal Financial Management Improvement Act of 1996.
[https://www.whitehouse.gov/omb/circulars/a123 rev/](https://www.whitehouse.gov/omb/circulars/a123%20rev/)
- j. Provisions required in Service Provider's contract Fee Attorneys', Attachment G.

3. SCOPE OF WORK

The Service Provider shall provide all resources necessary to accomplish the requirements described in this PWS. Specifically, the Service Provider shall provide and manage RPSC services for the VA. The services shall include property management, loan servicing, and loan sale activities. The Service Provider shall continuously update and enhance information made available to the VA, technology and the performance of their overall service delivery, in a manner consistent with industry standards as defined by VA.

4. PERFORMANCE DETAILS

4.1 Performance Period

This contract's base period of performance shall be April 16, 2017 through September 30, 2017. This contract shall have four (4) one-year option periods and one (1) additional option period, totaling five (5) years of performance. There is a possibility that this contract will be a 10 year period of performance. This determination will be published in the official RFP.

4.2 Place of Performance

The work shall normally take place at the Service Provider's site; however, there may be an occasional meeting at a Government facility. No work at any Government site will take place on Federal holidays or weekends, unless directed by the Contracting Officer (CO).

4.3 Travel

VA estimates 10 face to face meetings per year to include several audits. VA expects that half of the meetings will be hosted by the Service Provider, with half hosted by the VA in either Nashville, TN, or Washington, D.C. During transition into this contract after award, it is possible that additional meetings will be required. Service Provider shall bear the expense of all their travel.

5. TASK AND DELIVERABLES

The Service Provider, at a minimum, shall provide all tasks and deliverables described within this document. The Service Provider shall be capable of servicing loans and managing an REO inventory of properties across the U.S. defined as the 50 States, Territories and possessions, D.C., the Commonwealth of Puerto Rico and the Commonwealth of the Northern Mariana Islands. All deliverables must be submitted to the CO and Contracting Officer's Representative (COR), or authorized designee, in accordance with the Schedule of Deliverables and shall meet the standards set forth in the Quality Control Plan (QCP) (See 5.2). Unless otherwise stipulated, written deliverables must be phrased in plain English. Statistical and other technical terminology must not be used without providing a glossary of terms. The Service Provider shall attend a kickoff meeting at the VA facility, tentatively in the Washington, D.C. metro area within seven calendar days after contract award. The Service Provider shall comply with all applicable VA policies, as well as all local, state, and Federal regulations and laws (e.g., Treasury requirements, Service Members Civil Relief Act (SCRA), Truth in Lending Act-Real Estate Settlement Procedures Act (TILA/RESPA Integrated Disclosure (TRID)), Fair Credit Reporting Act (FCRA), and Fair Debt Collection Procedures Act (FDCPA) throughout the duration of the contract.

The Service Provider at a minimum shall provide VA with “preferred customer” and priority status on process improvements, information technology, and reporting requests issued against this solicitation. The Service Provider and the Service Providers fee attorneys at a minimum must provide full-time resources tasked with this program working within the following functions/departments:

- a. Account/Relationship Management Staff;
- b. all REO pre-marketing, marketing, sales, title, vendee underwriting, and closing activities; and
- c. Supervisory staff for all foreclosure, litigation, and loss mitigation activities.
- d. Administrative functions such as finance, accounting, and reporting are not required to be dedicated.

5.1. Program and Project Management

The Government seeks a Service Provider to provide comprehensive program management that is consistent with best practices.

5.1.1. Program Management

The Service Provider’s Project Management Plan (PMP) must reflect and include a sub-task structure. This management approach must be detailed in the PMP. The Service Provider’s PMP at a minimum must include:

1. Schedule Management – The development, management, and control of program schedules;
2. Risk Management – The planning, identification, analysis, monitoring, and control of and responses to program risk;
3. Communication Management – The timely and appropriate generation, collection, distribution, storage, retrieval, and disposition of program information;
4. Performance Management – The support of business outcomes, operational metrics, and quality management;
5. Details on its Management (e.g., staffing levels, resources,) and Subcontractor Management Plan (e.g., use of property management vendors, document procurement vendors, fee attorneys, title companies);
6. Business Continuity Plan showing how it shall meet the contract objectives despite interruptions in operations due to natural disaster or other business interruption; and

7. Change Management Action Plan that identifies current business processes and proposed future processes (As-is/To-be) with strategies to minimize the impacts of these changes on the organization, customers, and constituents.

The Service Provider must prepare a quarterly program management status report until such time that the COR, or Authorized Designee, elects to modify this schedule in writing. These reports at a minimum describe the tasks, progress, and accomplishments for the period since the last meeting (activities and deliverables). It is expected that the Service Provider must maintain adequate communication with the VA and VA's COR, or Authorized Designee, accordingly so that issues that arise are transparent to both parties to prevent escalation of outstanding issues.

Deliverables

- a. Business Continuity Plan
- b. PMP
- c. Quarterly Program Management Status Reports

5.1.2. Project Management

For significant tasks, deliverables, and milestones as defined by the CO/COR/Authorized Designee, the Contractor at a minimum shall:

1. Identify in writing all necessary sub-tasks (if any) by task, together with associate sub-milestone dates;
2. Identify in writing a thorough test plan for any project involving system changes and provide VA a copy of the plan for approval prior to implementation;
3. Provide, via e-mail, meeting minutes of all Government/Contractor meetings;
4. Generate, collect, distribute, store, retrieve, and dispose of program information. VA will retain all rights to information developed through the program included in the deliverables and otherwise; and
5. Prepare monthly status and progress reports until such time that the CO/COR/Authorized Designee elects to modify this schedule in writing. These reports shall describe the tasks, progress, and accomplishments for the period since the last meeting (activities and deliverables). It is expected that the Service Provider shall keep in communication with the CO/COR/Authorized Designee accordingly so that issues that arise are transparent to both parties to prevent escalation of outstanding issues.

Deliverables

- a. Project(s) Level PMP

- b. Monthly Project(s) Level Status Report
- c. Meeting Minutes

5.2. Quality Control Plan (QCP)

The Service Provider must provide a QCP, which outlines how the Service Provider monitors its performance. This plan at a minimum must:

1. Address tasks within this PWS to include measurable outcomes and definitions of success;
2. Contain controls, procedures, policies, quality control schedules, exception and escalation procedures, officer certifications, authorized signers, as well as plans to mitigate known risks;
3. Address critical aspects of the Service Provider's offering to VA, including known industry issues (e.g., property flipping, post audit by third party, property valuation and pricing, SCRA, loan modification programs);
4. Include a training plan for all employees including, newly assigned staff as well as subcontractors;
5. Contain a performance plan outlining how the Service Provider encourages high quality performance of both employees and subcontractors;
6. Provide details on the separation of duties between operations and audit/oversight staff;
7. Provide quarterly Internal Control Reports based on VA loans and properties;
8. Ensure audits do not have substantive findings (material weaknesses or significant deficiencies). The Service Provider must provide VA with a written response to all non-substantive findings within one (1) month and resolution within two (2) months from the date of notification.
9. The Service Provider must provide VA with a written response to all substantive findings within two (2) weeks and resolution within four (4) weeks from the date of notification; and
10. Proactively recommend and implement process and technology improvements that positively impact operations.

Deliverables

- a. QCP

5.3. General Requirements

The Service Provider, as an agent of the VA, at a minimum shall:

1. Demonstrate the ability to advance no less than \$30 million of corporate funds to perform the tasks under this contract prior to appropriate reimbursement from VA;
2. Comply with the requirements of the contract including direction provided by CO, COR, or Authorized Designee concerning all actions involving loans or properties under this contract. Failure to do so may result in financial penalties. These financial penalties may be incurred by failing to protect the Secretary's interests; and
 - a. Substantive losses (substantive is defined as greater than 5% of the contract sales price or redemption proceeds) to VA on Property Sales or Redemptions that are demonstrably the result of Errors or Omissions including, but not limited to, the following:
 - i. Closings where substantive insufficient funds are collected from the purchaser;
 - ii. Closings where substantive excess costs are charged to VA;
 - iii. Redemption where substantive inadequate funds were collected;

Errors and Omissions will result in a penalty in the amount of 10% of the initial list price of the property, or in the case of Redemptions 10% of the PM net value. This penalty is in addition to a charge to the Service Provider for the quantifiable loss. Errors and Omissions are not a component of the incentive/disincentive performance measures and are not limited to the dollar threshold therein.

One example would be failure to collect a \$5,001 down payment on a VA loan financed at \$100,000. In addition to the \$5,001 the Service Provider owes to the VA, the penalty would be 10% of the initial list price of the property.

Another example would be the origination of a Vendee loan at an incorrect (lower than the established rate) interest rate. VA will quantify the amortized cost to VA of the difference between the correct interest rate and the employed interest rate and charge the Service Provider for that amount plus 10% of the initial list price.

- b. Reimburse VA for losses due to unjustified delays in initiating, prosecuting, or delivery of contract requirements including but not limited to:
 - i. Foreclosures;
 - ii. Bankruptcies;
 - iii. Litigation;
 - iv. Conveyance;
 - v. Title; and
 - vi. Reports.

Losses incurred due to errors and omissions will result in a Bill of Collection or in an offset to invoices for those quantifiable losses plus 10% of the loss.

3. Be responsible for cost due to Service Provider negligence, as defined by VA, including but not limited to, damages due to failure to secure or maintain property, tax penalties, etc.;
4. Appear (at Service Provider's expense) on behalf of VA as a witness regarding these requirements;
5. Research for sold, terminated, or otherwise inactive National Portfolio loans and related instruments. VA has historically performed vendee loan trust sales. As an occasional consequence of VA's loan sale operation, VA receive inquiries regarding properties that may still appear to be recorded to the Secretary of Veterans Affairs but were actually sold. The RPSC service provider shall research trust cases and other property related questions that are brought to the attention of the VA by inquiries or that are otherwise impeding the Secretary's business by virtue of information on the public record, etc.
6. Keep records satisfactory to VA pertaining to each property and loan. Records and related documentation, including all records involving work performed on VA properties and loans, are VA's property;
7. Archive physical records to a Federal records center, as specified by VA;
8. Accept VA's delegation of authority to execute all documents necessary for the management and sales of residential real property acquired by the Secretary of VA according to 38 CFR Parts 36.4345(e) and (f);
9. Accept USDA's delegation of authority to execute all documents necessary for the management and sales of residential real property acquired by the Secretary of USDA; (Optional at the convenience of the Government; this may be included in the contract if USDA chooses to continue their Interagency Agreement (IAA) with VA.)
10. Provide VA with a quarterly list of employees authorized to sign documents under this contract and sample of their signature;
11. Provide VA with an updated list of phone numbers, addresses, email addresses for all departments and key personnel that regularly interact with VA and customers, including borrowers, offerors, etc. This list must include contacts for sending various types of mail, payments, inquiries, tax bills, closing documents, insurance bills, etc.;
12. Maintain and provide, upon request, evidence of acceptable coverage to protect VA's investments and assets such as, but not limited to, Fidelity Bond Insurance, Errors and Omissions Insurance, etc.;
13. Furnish a performance bond (Standard Form 1418) for the protection of the Government in an amount equal to 60% of the original contract price, and a payment bond (Standard Form 1416) in an amount equal to 60% of the original contract price. The "Original Contract Price" means the award price of the contract, and does not include the price of any options, except those options exercised at the time of contract award;

14. Ensure that maximum practical opportunities exist in the Service Provider's Subcontracting Plan for small businesses, especially those owned by Veterans. VA's current subcontracting goals are as follows:
 - a. Small Business 17.7%
 - b. Veteran Owned Small Business 5.0%
 - c. Service Disabled Veteran Owned Small Business 3.0%
 - d. Small Disadvantaged Business (includes Section 8(a)) 5.0%
 - e. Woman-Owned Small Business 5.0%
 - f. Historically Underutilized Business (HUB) Zone Small Business 3.0%
15. Ensure that all data and files used in relation to VA properties and loans are auditable by the Government or its designee;
16. Input information upon initiation of any activity for any property and loan into the Service Provider's Information Management System;
17. Provide loan data and physical loan files. The current industry standards have been historically inconsistent. The Government seeks new and innovative procedures to ensure the quality and reliability of the physical loan files and loan data. The Service Provider must ensure liquidity and marketability of loan sales by:
 - a. Auditing electronic and paper files for completeness and accuracy.
 - b. Identifying trends in new originations concerning documentation or electronic record deficiencies.
18. Ensure financial transactions and accounting events are adequately recorded in accordance with Treasury requirements;
19. Ensure internal financial management processes are subject to Government audit and must comply with all appropriate financial laws, regulations, and requirements (e.g. 31 U.S.C. § 3302(b) (cash deposits) and 1 Treasury Financial Manual (TFM) 6-8030);
20. Ensure all funds are segregated and separate records are maintained related to VA's properties and loans. Separate accounts and reconciliations must be established and performed for all activities;
21. Ensure all documents are tracked using dated version control;
22. Ensure delivery of policies and standard operating procedures (SOPs) that are clearly documented and followed; and

23. Ensure delivery of end-to-end maps with graduated levels of detail, including a High Level Functional Map, a Process/Activity Map, and a Detailed Process Map are provided. Steps in lower level maps must be easily reconciled against higher-level maps and vice versa, and must display the interconnectivity between functions, processes, SOPs, policies, and activities.
24. Generally, VA's strong preference is to avoid the execution of foreclosures or evictions between Thanksgiving and New Year's Day. The Service Provider shall conduct the necessary analysis, planning and communication to ensure that any potential exceptions (i.e. foreclosures delayed by repeated bankruptcy, extended eviction proceedings, etc.), are identified and escalated to VA.
25. VA and DOJ have established standard contract language (see attachment G) to be incorporated into the agreement by the Service Provider with any fee attorney working on behalf of the Secretary. The agreement entered into between the fee attorney and Service Provider must include provisions stated in Attachment G.

Deliverables

- a. Verifiable evidence of ability to advance \$30 million
- b. Quarterly report listing authorized signers and their titles
- c. Contact Information
- d. Written evidence of Fidelity Bond Insurance, Errors and Omissions Insurance, and Performance Bonds
- e. Physical loan files
- f. SOPs
- g. End-to-end maps

5.4. REO Property Management and Marketing

5.4.1. Obtaining and Securing Property

The Service Provider must perform initial custody actions. The Service Provider must initiate and maintain property records by reconciling and updating property information in a coherent searchable format. As a part of the initial custody actions, the Service Provider at a minimum must:

1. Notify all property stakeholders to ensure:
 - a. All bills are sent in care of the Service Provider;
 - b. All Government obligations are timely verified and paid; and
 - c. No liens, penalties, or fines are placed on the property.

2. Inspect, secure, and maintain access to the property to ensure:
 - a. Valid, reconcilable data on condition and occupancy of the property are obtained;
 - b. Public access is restricted by at least re-keying one (1) door and ensuring all entries, exterior doors, and windows are secured;
 - c. The property, including all outbuildings, are secured in a manner that prevents damage within 72 hours of assignment from VA or vacancy;
 - d. VA has unrestricted access to the property, including any outbuildings;
 - e. All hazards that could reasonably cause personal injury are corrected; and
 - f. That the property is safe, sound, and sanitary.
3. Obtain flood hazard determination for each property for sales disclosure.

5.4.2. Acquiring Title

The Service Provider must acquire title. In acquiring the property title, the Service Provider at a minimum must:

1. Collect title documents and obtain NPG's opinion by:
 - a. Submitting a complete title package to NPG, if required, in accordance with the schedule that will be provided upon award; and
 - b. Proactively obtaining NPG's opinion, if required, to gain marketable title.
2. Re-convey property to original servicer, when required, and:
 - a. Completing re-conveyance within 30 calendar days of receiving the receipt of a negative opinion of title from NPG or upon determination that re-conveyance is necessary;
 - b. Submitting an REO management invoice for reimbursable expenses; and
 - c. Documenting property conditions prior to re-conveyance.

5.4.3. Processing Redemptions

The Service Provider must process redemptions on behalf of the VA. The Service Provider at a minimum must:

1. Ensure redemptions are processed error-free and as quickly as local law allows;
2. Ensure that all allowable expenses are collected; and
3. Ensure that no unnecessary expenses are incurred.

5.4.4. Obtaining Possession

The Service Provider must obtain possession on behalf of the VA and at minimum must:

1. Manage successful eviction of real property and disposition of personal property with lock-out in a timely manner according to state and local laws; and
2. Take all actions in the best interest of the Secretary, using discretion in sensitive cases (e.g., disabled Veterans).

5.4.5. Managing Property

The Service Provider at a minimum must ensure all properties present an appearance and condition consistent with or better than other properties in the neighborhood by:

1. Maintaining the properties in clean, safe, and sanitary condition to prevent deterioration and notices of violation;
2. Conducting maintenance and repairs to ensure:
 - a. All appropriate and required repairs are completed and disclosed in the listing;
 - b. All repairs are fully warranted for workmanship and comply with state and local ordinances, business practices, and industry standards;
 - c. All products used in repairs carry full manufacturers' warranties;
 - d. No mechanics' or other liens are established for repairs on the properties; and
 - e. Best value for repairs by soliciting multiple, identical repair bids from licensed vendors.
3. Provide a full tax service and a complete tax search within 30 calendar days of assignment to ensure that property taxes are paid to date and that no penalties or interest accrue or duplicate payments are made.
4. Posting signs which give point of contact information;
5. Installation of necessary smoke detectors, and other safety detection devices as required by local, or state laws;
6. In the event of disaster, the VA may require the Service Provider to offer VA properties for rental. In this event, the Service Provider must manage those rentals. The Service Provider must maintain an updated list of habitable properties, as defined by VA that could potentially be used as rentals.

5.4.6. Marketing and Selling Property

The Service Provider at a minimum must:

1. Develop a marketing plan. This plan at a minimum must:
 - a. The methodology must include how the Service Provider values properties, creates price reduction strategies, handles aged assets; and
 - b. Propose appropriate competitive marketing repairs in addition to those that bring a property to a safe, sound, and sanitary condition. These decisions must be incorporated in the property's marketing strategy; and
 - c. Include information concerning unique considerations that impact standard processes, policies, pricing, etc. This includes, but is not limited to, offer acceptance policies, and tenant sales;
2. Conduct market analysis for each property and obtain an initial market value property appraisal upon assignment, conducted by a licensed or certified appraiser from the property's local market which meets the requirements of federally related transactions. Including the ability to utilize the service of the CoreLogic Loan Safe Appraisal Management tool (LSAM). VA requires MISMO XML 2.6 GSE file format appraisals in concert with the recent Fannie Mae and Freddie Mac announcement that for their Conventional loans, effective July 13, 2014, appraisals must be in MISMO XML file format. See: <https://www.fanniemae.com/content/news/ucdp-uad-newsletter-february-2014.pdf>;
3. Develop a marketing strategy for each property to ensure that the return on sale of the Secretary's assets is maximized, while minimizing time on market;
4. Receive, evaluate, and respond to offers and establish a process for offer selection that is easily understood by the public;
5. Provide all closing documentation within seven calendar days of closing in a format provided by VA;
6. Provide a daily feed of current property listings to Homesales.gov, Govsales.gov (or their successors), local Multiple Listing Services, and a website supplied by the Service Provider. The Service Provider must provide a quarterly report for VA of properties listed and sold;
7. Sell to VA-approved homeless providers at discounts;
8. Properties may be marketed and sold for cash prior to receipt of an acceptable title opinion with a quit claim deed or deed without warranty; and
9. VA also manages and markets USDA properties as part of an Inter-Agency Agreement. USDA properties will be managed and marketed in a manner substantially identical to the requirements for managing and marketing VA's REO properties as described in the PWS.

Deliverables

- a. Marketing Plan
- b. Vendee Advertising Plan

- c. Quarterly Report for Federal Asset Sales
- d. Monthly Report of Homeless Provider Inquiries and Sales

5.5. Vendee Origination

The Service Provider must originate and underwrite Vendee Loans. At this time VA is not originating Vendee loans; however we anticipate this program being reinstated. Vendee financing is a Department of Veterans Affairs (VA) direct loan program that is available to purchase VA Real Estate Owned Properties (REO). Vendee financing is offered to both Veteran and non-Veterans. VA funds these loans and boards them into VA's National Loan Portfolio. These loans are then, at the sole discretion of VA, packaged by the Contractor and included in Loan Sales as described in Section 5.6.7.

1. Ensure that all closings are completed in a timely manner that is consistent with industry standards. When necessary, the Contractor shall advance funds on behalf of the VA to complete Vendee closings
2. Provide an itemized accurate breakdown of all Vendee financing seller concessions within seven calendar days of closing;
3. The Service Provider's work processes for Vendee underwriting must be capable of closing within 30 calendar days from application subject to title
4. Apply VA credit underwriting standards, as defined in chapter four in the VA Pamphlet 26-7 - Lender's Handbook.
5. Distribute borrower education and marketing materials to support Vendee financing and provide a Vendee Advertising Plan
6. Properties with Vendee financing close only after VA NPG provides an acceptable opinion of title if required

5.6 Portfolio Loan Servicing

5.6.1 Servicing Standards Hierarchy

The Service Provider must service the VA portfolio of loans in accordance with this contract, policy, or direct instructions provided by the CO/COR/Authorized Designee, and/or FNMA servicing standards, in that order of precedence.

5.6.2 Boarding

The Service Provider at a minimum shall board all Refunded, Vendee, NADL, and Repurchased loans within seven calendar days after receiving loan information from VA. The loan information includes the following fields: Vendee loan number, VA identification number, buyer's name, loan amount, down payment amount, interest rate, loan term, monthly principal and interest (P&I), monthly taxes and insurance (T&I), initial escrow deposit, interest amount collected at closing, Vendee cohort year, Vendee fund, closing date, date processed in VA system and date sent to the Service Provider.

The Service Provider shall provide a solution that can minimize the time between the closing of the REO asset, delivery of the TRID data, and the boarding of the new Vendee Loan. Before completing the boarding of Vendee Loans only, the Service Provider shall notify VA that the closing of the REO asset has occurred and provide the TRID data, as established in the Marketing and Selling Property section (see 5.4.6) of this PWS.

Note: The Service Provider may begin the boarding process, however will not include the new Vendee loan within its financials until TRID data are transmitted to VA.

5.6.3 Non-Default Servicing

The Service Provider at a minimum shall:

1. Collect and properly apply all payments;
2. Accept partial payments in accordance with 38 CFR 36.4316;
3. Document all actions and communications with borrowers in a searchable, electronic record format;
4. Provide systems that enable borrowers to check loan status;
5. Perform a full tax service and a complete tax search within 30 calendar days of assignment to ensure that:
 - a. Property taxes are paid to date and that no penalties or interest accrue or duplicate payments are made; and
 - b. All available discounts are utilized.
6. Advance any escrow shortage to pay for taxes when necessary and seek reimbursement from the borrower;
7. Pay all hazard and flood insurance to include:
 - a. Providing transferable “life of loan” flood service contracts. These contracts shall be obtained on all new refunded, repurchased, and direct loans within 45 calendar days of assignment. This includes NADLs, and loans repurchased under VAR 4600 and, if appropriate, from American Housing or Vendee Mortgage Trust (VMT). In the event the Service Provider requires additional information from VA in order to obtain the flood service contract, the number of days taken by the VA office to provide the required information shall be added to the Service Provider's total time allowed for that loan;
 - b. Maintaining flood status of the portfolio loans in accordance with National Flood Insurance Reform Act of 1994, Pub. L. 103-325, 108 Stat. 2255 (codified as amended in scattered sections of 12 and 42 U.S.C.);
 - c. Monitoring and reporting disbursement of loss settlements;
 - d. Ensuring timely payment of premiums to avoid lapse of coverage and non-

- covered losses;
 - e. Obtaining force-placed insurance when necessary to avoid lapses in coverage;
and
 - f. Advancing any escrow shortage to pay for insurance premiums when necessary
and seeking reimbursement from the borrower.
8. Provide document custodian services in accordance with industry's best practices.

5.6.4 Default Servicing

The Service Provider at a minimum shall:

1. Actively pursue and document all collections, loss mitigation, and related servicing efforts through termination (or redemption) of the loan;
2. Make recommendations to modify delinquent loans in the portfolio pursuant to VA standards as provided in the attachments;
3. Service low balance or matured loans pursuant to VA standards as provided in the attachments;
4. Provide additional forbearance consideration to disabled Veterans with refunded loans, Native American Direct Loans (NADL), and Specially Adapted Housing (SAH) loans;
5. Refer the loan to the Service Provider's fee attorney upon recognition of insolvency;
6. Initiate and manage termination of non-judicial and judicial foreclosures processed by Service Provider's fee attorney, VA Regional Counsel or Department of Justice (DOJ) (e.g., NADLs);
7. Follow VA standards to ensure property preservation (VA Servicer Handbook M26-4, appendix H);
8. File "Proof of Claim" upon notice of bankruptcy and monitor bankruptcy progress, track and reconcile trustee payments, and report bankruptcy event timeline progress on all bankruptcies, as appropriate. Requests for dismissal of Chapter 13 bankruptcies shall be made with prejudice in cases of multiple filings. Fully document all actions taken;
9. Report to and coordinate with NPG or the DOJ in contested cases such as, but not limited to, foreclosures or bankruptcies for appropriate action (e.g., court appearance, file relief from stay, any appealed or contested case where VA is listed as a defendant);
10. Brief COR, or Authorized Designee, on contested cases monthly; and
11. Pay mortgage interest mandated by bankruptcy trustee or court to VA with loan level supporting documentation.

5.6.5 Foreclosures

The Service Provider at a minimum shall:

1. Adhere to the time frames provided by VA guidelines;
2. Complete referral and termination of non-judicial and judicial foreclosures to the appropriate Service Provider's fee attorney. When reviewing loans, VA will reimburse attorney fees in accordance with the VA guidelines. Additional fees require justification and prior VA approval;
3. Complete referral of judicial foreclosures in certain jurisdictions to NPG or DOJ, as appropriate;
4. Track and report event timeline progress on judicial and non-judicial foreclosures, including cases handled by NPG and DOJ;
5. Complete payments of all liquidation expenses on all foreclosures handled by the Service Provider and submit voucher for reimbursement on invoice after foreclosure is completed;
6. Ensure liquidation appraisals are ordered from an appraiser on the VA fee panel using WebLGY for all loans, including loans with Installment Contracts, in time to determine proper net value and bid amount for the foreclosure sale;
7. Ensure all liquidation appraisals are reviewed by individuals approved by VA under the general guidelines established for Staff Appraisal Reviewers (SAR) in VA Pamphlet 26-7, Lenders' Handbook, Chapter 15;
8. Maintain an active VA SAR on staff throughout the entire period of performance.
9. Compute the net value (see below) of the property and enter a bid at the foreclosure sale on behalf of the Secretary in the amount of the net value of the property or the total indebtedness outstanding on the loan, whichever amount is less. In those jurisdictions where state or local laws dictate other bid requirements (e.g., a minimum bid, a certain percentage of the liquidation or other appraisal amount), the Service Provider shall enter an appropriate bid that will protect VA's interests while complying with state or local requirements;
10. Net value is defined as the "as-is" value of the security property as determined by a VA liquidation appraisal, minus an amount representing the costs that the Secretary estimates would be incurred by VA in acquiring and disposing of the property. These costs are subject to change and are posted on the VALERI website (http://www.benefits.va.gov/HOMELOANS/servicers_valeri.asp); and
11. Conduct and fully document property inspections and preservation actions taken to protect the VA's interest up to loan termination.

Deliverables

- a. Evidence of SAR training completion from VACO

5.6.6 Loan Termination

After portfolio loan foreclosure/termination, the Service Provider at a minimum shall:

1. Advise the VA of the results of each sale within five calendar days of each completed foreclosure sale, expiration of a ratification period, or other final loan termination action required by local or state jurisdiction. The Service Provider shall reimburse VA for any expenses related to erroneous notices of conveyance;
2. Upload conveyance data to VA within five calendar days of final termination, when VA retains title to the security. REO expenses shall not begin until after conveyance;
3. Notify the COR, or Authorized Designee, and VA's eligibility center of loan terminations and loss amounts on loans involving Veterans' entitlement benefits/eligibility on a monthly basis;
4. Disburse, properly apply, document, and report all foreclosure expenses and sale proceeds;
5. Provide VA with a complete title package (as determined by 38 CFR 36.4323 and NPG) within the established VA timelines after the foreclosure sale date, redemption date, or other determinant that finalizes loan termination unless otherwise directed by VA; and
6. Correct any defects in title that are the result of failure to properly terminate the loan. (This does not apply if the foreclosure was completed by NPG or the DOJ.)

Deliverables

- a. Monthly report on funds received from 3rd party bidders, NPG, and DOJ or their attorneys.
- b. Monthly report to VA's eligibility center
- c. Monthly report to NPG

5.6.7 Loan Sale Assistance

VA is not currently conducting loan sales however we anticipate this function returning at a future date.

The Service Provider at a minimum shall:

1. Provide all data, information, and loan files required to successfully process and complete VA trust sales in accordance with VA instructions and prior to the end of the month of the loan sale. This information includes, but is not limited to, loan-level reporting and proposed pool-level reporting;
2. Provide loan assignment and shipping of files to VMT document custodian in accordance with the Pooling and Servicing Agreement (PSA);

3. Abide by the published processing schedule prior to each deal;
4. Abide by the established VA eligibility criteria;
5. Coordinate with the underwriting syndicate to ensure all documentation, including disclosures, opinions, and data is accurate; and
6. Report on and provide static pool analysis on the existing portfolio.

Deliverables

- a. Disclosures and opinions related to the sale

5.6.8 Loan Accounting

The Service Provider shall provide all loans accounting information in a timely and accurate manner as prescribed by the VA and shall:

1. For loan sales:
 - a. Segregate loans by cohort years and funds symbol;
 - b. Provide financial records in a format that fully complies with the Credit Reform Act. Loan modifications shall be recorded in proper fund/cohort year with interfund reimbursements as required. Provide financial records and reports that facilitate billings, reports, and audits; and
 - c. Provide timely reports to VA for reconciling cash and for accounting purposes, e.g., aging Treasury Report on Receivables (TROR) (delinquency), application of cash to principal and interest, cash suspense, and loan sale reports. Reporting shall be consistent with data transmitted to VA.
2. Provide, for all loans in foreclosure, all information required by VA to determine its liabilities and contingent liabilities;
3. Comply with all VA information requirements for Internal Revenue Service (IRS) reporting (e.g., 1098, 1099,);
4. Reconcile cash received and apply to portfolio as interest and/or principal with changes in portfolio status;
5. Generate detailed electronic entries into VA's accounting and/or subsidiary systems to record activity in a manner prescribed by VA. These entries shall include, but are not limited to, loan interest and late charge collections as well as accruals, loan establishments, and foreclosures;
6. Maintain suspense accounts as required and take active clearance action; and
7. On a daily basis, identify monies collected on behalf of VA and deposit such monies into the corporate account, and wire the equivalent amount of the daily receipts to the U. S. Treasury. The Service Provider shall comply with all Federal requirements for

depositing cash (e.g., 31 U.S.C. § 3302(b) (cash deposits) and 1 TFM 6-8030). Escrow monies shall not be wired to the Treasury but shall be maintained in a separate Service Provider bank account and not comingled with escrow monies from other client accounts. Remittances for non-sufficient fund checks shall be made up by deductions from future deposits at the time the NSF status becomes known

5.7 Invoicing Process

The Government is seeking a streamlined, electronic process that allows ease of use and minimal administration for the CO/COR/Authorized Designee to receive and approve invoices. The Service Provider at a minimum shall:

1. Advance payments for taxes (including penalty and interest) and other reimbursable expenses;
2. Submit all invoices within 60 calendar days of (but not before) final disposition for REO expenses and date of service completed for all other expenses in a VA-approved electronic format;
3. Ensure that all invoices are substantiated by complete imaged or electronic documentation in support of allowable expenses and fees, including that which is performed by Service Provider or Subcontractors for services that are not included in the flat-fee structure Section B of this solicitation. Documentation shall be made available as invoices are received by the Service Provider from Subcontractors;
4. Not make cash payments to Subcontractors or permit them to make cash payments for work done under this contract; and
5. For portfolio loans:
 - a. File reimbursement invoices for appropriate expenses. If other expenses are discovered that could result in a lien against a property, the Service Provider shall immediately notify VA;
 - b. Servicing fees will be earned for each month a loan is serviced by the Service Provider;
 - c. Servicing fees will be calculated and will accrue on a monthly basis for each loan:

Servicing Fee = Servicing Fee Rate X (times) Unpaid Principal Balance as of the first calendar day of the servicing month / 12; whereas

(1) Servicing Fee Rate is either the CLIN 0004 Service Performing Loans or CLIN 0005 Service Non-Performing Loans depending upon the status of the loan on the last calendar day of the servicing month.

(2) If the loan is due for 3 or more payments as of the last calendar day of the servicing month, the servicing fee will be calculated based upon the CLIN 0005 Service Non-Performing Loans.

- (3) If the loan is due for less than 3 payments as of the last calendar day of the servicing month, the servicing fee will be calculated based upon the CLIN 0004 Service Performing Loans.
- d. Service Provider shall invoice VA for servicing fees as calculated in 5.c above in a month in which a full payment of the Principal, Interest, Taxes and Insurance (PITI) is received or upon loan termination;
 - e. Not invoice VA for fees, costs, or advances that may be repaid by the borrowers until after loan termination;
 - f. Invoice VA monthly for unreimbursed expenses on terminated or foreclosed loans; and
 - g. Submit invoices for all expenses or services submitted monthly, with all required cost data accounting symbols, fund, cohort year, and VA loan identification number.
 - h. Upon conclusion of the contract, the Service Provider will be paid a final payment for all unbilled months serviced, based upon the delinquency category of Performing or Non-performing as of the last calendar day of the month serviced as defined in 5.c., and regardless of whether a payment was received for that account.
 - i. The definitions of performing and non-performing are applicable to all loans serviced under this contract.

5.8 Information Management System

The Service Provider shall promote, secure Information Exchange between itself, VA, and its Industry Stakeholders.

The Service Provider shall provide VA with access to an information management system(s) for the services identified within this PWS. The Service Provider's system(s) shall generate all property and loan data for use by VA including, but not limited to, receivables, accruals, collections, etc., in addition to interfacing with VA systems.

The Service Provider shall convert all physical documents to an electronic Portable Data Format (PDF) and Joint Photographic Expert Group (JPEG) files and make them available to VA for viewing at resolution sufficient to view/print. This includes, but is not limited to, all loan and property files all data stored in the Service Provider's systems (e.g., notes, underwriting documentation, or physical files held by the Service Provider related to VA's loans and properties, photographs, appraisals, invoices from Service Providers and fee attorneys, foreclosure documents,) as they are received.

The Service Provider's information management system(s) at a minimum shall:

1. Provide authorized VA personnel and systems with real time, 24/7, secured internet, and direct connection access to all production data and records within a timeframe specified by VA. The system shall be compatible with Internet Explorer 11 and also provide response times acceptable to VA;

2. Enable no less than 150 VA concurrent user accesses to production systems for VA users. This includes various levels of access ranging from:
 - a. Read only;
 - b. Read with the capability of documenting notes (provide approvals, document customers discussions, etc.);
 - c. Full access (Note: The Honolulu, HI, RO may require full update capability in order to service the loans under its jurisdiction); and
 - d. Administration, allow VA to administer all VA-user access.
3. Ensure that VA employees will not be required to provide sensitive personal data, such as date of birth, social security number, etc., for access to the Service Provider's system;
4. Provide the capability for VA employees to create on demand, ad hoc reports, at a loan/property level and summary level for any data element captured by the Service Provider for a VA asset. The RPSC Reporting Library for the list of reports the Service Provider at a minimum shall provide to the VA;
5. Provide a mobile application that allows property preservation vendor, asset manager, and VA Contract Assurance personnel to perform property inspections and contract assurance on a mobile device such as an iPhone/iPad/ and/or Android platforms. These mobile applications will allow the property inspection forms and data to be passed back to property management system and subsequently to the VA through web services. This information would then be used by VA for oversight purposes.

Transmit and receive real-time data (e.g., new loans, daily transfers for collections and distributions, other schedules for property, new loan assignments,) in a format and timeframe directed by the COR, or Authorized Designee, for interfaces to VA systems (e.g., WebLGY, Financial Management System (FMS),):

- a. Provide the following daily interfaces:
 - i. Portfolio loan collections;
 - ii. Portfolio loan termination entries;
 - iii. REO sales closing information;
 - iv. REO invoices for expenses incurred;
 - v. REO collections;
 - vi. Property Management Offers; and
 - vii. Data required for NPG monitoring and compliance reviews.
- b. Provide the following monthly interfaces:

- i. Accruals (by the second to last business day of the month): Portfolio Loan, Interest, Portfolio Late Charges, Portfolio Loan Prepaids; End of month reports (by the fourth business day of the following month);
 - ii. REO tax invoices;
 - iii. Title Scrub Fee invoices; and
 - iv. Contract invoices.
6. Incorporate VA's 12-digit Identification Number in each property or loan record and display it on all major reports/screens. This shall serve as a cross-reference and searchable field. All loan level or property level reports shall include a field reflecting the 12-digit number for each record; and
7. Deliver an annual Statement on Auditing Standards (SAS) 70 report (or its equivalent). The Service Provider shall provide a SAS 70 report (or its equivalent) from third party Service Provider that has proprietary ownership of systems dedicated to this contract to VA or its auditors covering some portion of the current Government Fiscal Year (October-September).

As part of the Service Provider's information management system(s), the Service Provider at a minimum shall:

1. Provide sufficient documentation and training for VA personnel and its authorized agents to access and query VA data; and
2. Establish and maintain a reporting library to provide definitions of all data provided.

Deliverables

- a. Interface solution
- b. System Training and Materials/Delivery

5.9 Customer Service to VA, VA Customers, and constituents.

The Service Provider at a minimum shall:

1. Provide borrowers with 24-hour access to account information. This shall include a VA-approved, bi-lingual (English and Spanish) voice system that allows borrowers adequate access to the Service Provider;
2. Respond to borrowers' verbal inquiries within one (1) business day (excluding weekends and holidays);
3. Electronically document all inquiries and responses so that they are associated with the applicable loan or property records;
4. Provide VA with the ability to search against documented inquiries and responses;

5. Provide an initial response to all routine correspondence within seven (7) calendar days and a final resolution and response within 30 calendar days. Routine correspondence is defined as a single borrower/purchaser inquiry/complaint; and
6. Priority correspondence is defined as any sensitive inquiry originating from Congress, the VA, other Governmental agencies and, the media. VA expects that the Service Provider shall exercise reasonable judgment in identifying these cases. The Service Provider shall immediately notify the COR, or Authorized Designee, of sensitive cases to receive guidance on the priority, timeframe, information contained within, and format of the response. The Service Provider shall provide to VA an initial response within seven (7) calendar days, and final resolution and response within 14 calendar days.
7. Offshore customer service is prohibited.

Deliverables

- a. Electronic record of customer inquiries and responses

6. KEY PERSONNEL

The Service Provider shall be responsible for managing and overseeing the activities of all Service Provider personnel, as well as subcontractors efforts used in performance of this contract. Service Provider management responsibilities shall include all activities necessary to ensure the accomplishment of timely and effective support, performed in accordance with the requirements contained in the PWS.

The CO may notify the Service Provider and request immediate removal of any personnel assigned to the task order by the Service Provider 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 will be documented and replacement personnel shall be identified within five (5) calendar days of the notification. Employment and staffing difficulties shall not be justification for failure to meet established schedules.

Key Personnel: 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 will be 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 following Service Provider personnel are identified as Key Personnel:

Name	Title
_____	_____
_____	_____
_____	_____

Substitution of Key Personnel: All Service Provider requests for approval of substitutions hereunder shall be submitted in writing to the COR, or Authorized Designee, and the CO at least 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 CO necessary to approve or disapprove the proposed substitution.

New personnel shall not commence work until all necessary security requirements, as defined in Section B.3, have been fulfilled and resumes provided and accepted. The COR, or Authorized Designee and the CO will evaluate such requests and promptly notify the Service Provider of approval or disapproval in writing.

7. CHANGES TO PERFORMANCE WORK STATEMENT

Any and all changes to this PWS shall be authorized and approved only through written correspondence from the Contracting Officer (CO). Change requests will be monitored by the CO. No payments will be made for any unauthorized supplies and/or services or for any unauthorized changes to the work specified herein. This includes any services performed by the contractor of their own volition or at the request of an individual other than a duly appointed CO. Only a duly appointed CO is authorized to change the specifications, terms, and conditions under this effort.

8. EXTENSION OF SERVICES

For the purposes of the award, the Government intends to evaluate the option to extend services, provided under FAR 52.217-8, as follows: The evaluation will consider the possibility that the option can be exercised at any time, and can be exercised in increments of one to six months, but for no more than a total of six months during the life of the task order. The evaluation will assume that the prices for any option exercised under FAR 52.217-8 will be at the same rates as those in effect under the task order specifically those of the current running period of performance. The evaluation will therefore assume that the addition of the price or prices of any possible extension or extensions under FAR 52.217-8 to the total price for the basic requirement and the total price for the priced options has the same effect on the total price of all quotes. This evaluation will not obligate the Government to exercise any option under FAR 52.217-8.

9. GOVERNMENT RESPONSIBILITIES

The Government shall ensure that the contractor has access to all necessary reference material and program documentation as appropriate.

10. CONFIDENTIALITY AND NONDISCLOSURE

It is agreed that:

- a. Information made available to the contractor by the Government for the performance or administration of this effort shall be used only for those purposes and shall not be used in any other way without prior written approval of the CO.

- b. The contractor agrees to assume responsibility for protecting the confidentiality of client records, which are not public information. Each contractor or employee of the contractor to whom information may be made available or disclosed shall be notified in writing by the client that such information may be disclosed only for a purpose and to the extent authorized herein.
- c. The preliminary and final deliverables and all associated working papers, and other material deemed relevant by VA which has been generated by the contractor in the performance of this task order are the exclusive property of the U.S. Government and must be submitted to the CO at the conclusion of the task order.
- d. The CO will be the sole authorized official to release verbally or in writing, any data, the draft deliverables, the final deliverables, or any other written or printed materials pertaining to this task order. The contractor must release no information. Any request for information relating to this task order presented to the contractor must be submitted to the CO for response.
- e. Press releases, marketing material, or any other printed or electronic documentation related to this project, must not be publicized without the written approval of the CO.

11. SECURITY

VA Information and Information System Security/Privacy Requirements

General

All Contractors and Contractor personnel shall be subject to the same Federal security and privacy laws, regulations, standards and VA policies as VA, including the Privacy Act, 5 U.S.C. §552a, and VA personnel, regarding information and information system security. Contractors must follow policies and procedures outlined in VA Directive 6500, Information Security Program; and VA Handbook 6500.6, Contract Security which are available at: <http://www1.va.gov/vapubs> and its handbooks to ensure appropriate security controls are in place.

Access to VA Information and VA Information Systems

VA will supply the Contractor with the minimum logical (technical) and/or physical access to VA information and VA information systems for employees, sub-contractors: (1) to perform the services specified in the contract, (2) to perform necessary maintenance functions for electronic storage or transmission media necessary for performance of the contract, and (3) for individuals who first satisfy the same conditions, requirements, and restrictions that comparable VA employees must meet to have access to the same type of VA information.

All Contractors and subcontractors working with VA Sensitive Information are subject to the same investigative requirements as those of regular VA appointees or employees who have access to the same types of information. The level of background security investigation will be in accordance with VA Directive 0710, Handbook 0710, which are available at: <http://www1.va.gov/vapubs>, and VHA Directive 0710 and Implementation Handbook 0710.01, which are available at: <http://www1.va.gov/vhapublications/index.cfm>. Contractors are responsible for screening their

employees. The following are VA's approved policy exceptions for meeting VA background screenings/investigative requirements for certain types of Contractor personnel:

- Contractor personnel not accessing VA information resources, such as personnel hired to maintain the medical facility grounds, construction contracts, utility system contractors, etc.
- Contractor personnel with limited and intermittent access to equipment connected to networks on which no VA sensitive information resides
- Contractor personnel with limited and intermittent access to equipment connected to networks on which limited VA sensitive information resides and with limited and intermittent access to facilities at which they are escorted

VA Information Custodial Requirements

VA information provided to the Contractor for either the performance or administration of this contract shall only be used for those purposes. No other use is permitted without the CO's express written authorization. This clause expressly limits the Contractor's rights to use data as described in Rights in Data - General, FAR 52.227-14(d)(1). The Government shall retain the rights to all data and records produced in the execution or administration of this contract.

Prior to termination or completion of this contract, Contractor will not destroy information received from VA or gathered or created by the Contractor in the course of performing this contract without prior written approval by the CO. A Contractor destroying data on VA's behalf must do so 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, and applicable VA Records Control Schedules. All data and reports shall be transferred to VBA upon contract completion. The information should be all transactions, for the life of the contract, to include but not limited to comments, notes, repair bids, pictures, and final property closeouts.

The Contractor shall not make copies of VA information, electronic or otherwise, except as necessary to perform the terms of the agreement or to preserve electronic information stored on Contractor electronic storage media for restoration in case any electronic equipment or data used by the Contractor needs to be restored to an operating state.

The Contractor shall not use technologies banned in VA in meeting the requirements of the contract (e.g., Bluetooth-enabled devices).

Physical Security

If the contract requires taking VA data to a contractor site and the data contains Personally Identifiable Information, the contractor will provide an independent physical security assessment of their facility to the COR prior to commencing work. General guidelines for physical security can be found in VA Directive 0730, Section 6 (Physical Security) and VA Memorandum (subj: IT Oversight & Compliance Information Physical Security Assessments) dated October 24, 2007.

Training

All Contractor and subcontractor personnel requiring access to VA information and VA information systems shall complete the following before being granted access to VA information and networks:

1. Sign and acknowledge understanding of and responsibilities for compliance with the *National Rules of Behavior* related to access to VA information and information systems.

2. Successfully complete VA Information Security Awareness training and annual refresher training as required.
3. Successfully complete VA Privacy Awareness training and annual refresher training as required.
4. Successfully complete any additional Information Security or Privacy training as required for VA personnel with equivalent information system access.

The Contractor shall provide to the COR a copy of the training certificates for each applicable employee within 1 week of the initiation of the contract and annually thereafter, as required. These online courses are located at www.tms.va.gov. To self-enroll, click the “Create New User” button on the red bar and complete the assigned training. The COR will provide the contractor with the appropriate information to complete self-enrollment. Technical issues with TMS should be directed to the TMS help desk at vatmshelp@va.gov or 1.866.496.0463.

Failure to complete this mandatory training within the timeframe required will be grounds for suspension or termination of all physical and/or electronic access privileges and removal from work on the contract until such time as the training is completed.

Contractor Personnel Security

All contract employees who require access to the VA site(s) and/or access to VA local area network (LAN) systems shall be the subject of a background investigation and must receive a favorable adjudication from the VA Security and Investigations Center (SIC). These requirements are applicable to all subcontractor personnel requiring the same level of Background Investigation.

The level of background security investigation will be in accordance with VA Directive 0710 dated September 10, 2004 and is available at http://www1.va.gov/vapubs/viewPublication.asp?Pub_ID=487&FType=2

Background Investigation

If contract employee requires administrator-level access, access to VA site(s) and/or access to VA LAN or supervises an employee with any of these stated access levels, the level of background investigation required for this effort is *NACI*.

Contractor Responsibilities

1. The Contractor shall bear the expense of obtaining background investigations or reciprocals of previous investigations held that meet or exceed the required investigation level. The cost of background investigations is based on the current Office of Personnel Management (OPM) rate at the time the application is processed at OPM. Fiscal Year 2016 rates are as follows: Low Risk (NACI) \$381, Moderate Risk (MBI) \$1,730, High Risk (BI) \$4,431 or Reciprocals are \$62. VA will pay for investigations or reciprocals processed through the VA SIC and conducted by OPM in advance; however, the Contractor shall reimburse the full cost of background investigations/reciprocals to VA within 30 days of Bill of Collections received from VA. VA shall send up to three plus one final delinquent notice to the Contractor. If the Contractor does not adhere to the Bill of Collections, future invoices may be subject to be offset by VA to recoup

background investigation/reciprocal costs.

2. Immediately after contract or task order award, the COR will provide the Contractor with the following background investigation documents to be completed by the Contractor and returned to the COR to begin the background investigation process for all contract employees working on the contract who will have access to VA facilities, VA systems, or privacy data:
 - a. Background Investigation Request Worksheet
 - b. Optional Form 306 – Declaration of Federal Employment
 - c. Fingerprint Request Form
 - d. OF 0710 and Self-Certification
3. Upon receipt of the above-stated documents from the COR, the VSC will perform preliminary onboarding review and process the request through the SIC. Upon notification of favorable fingerprint results by the VSC, the contractor may begin work while the background investigation is ongoing. Thereafter, the Contractor will receive an email notification from the SIC identifying the website link that includes detailed instructions regarding completion of the background clearance application process in the Electronic Questionnaires for Investigations Processing (e-QIP) system. E-QIP is an online, Internet accessible system where the contractor employee shall complete the security questionnaire required for OPM to process the background investigation.
4. Contractors who have a current favorable background investigation previously conducted by OPM or Defense Security Service (DSS) may be accepted through reciprocation. When a previous clearance is currently held, it does not preclude the vendor from submitting a complete Background Investigation Package as stated above to the COR immediately after contract or task order award for all contract employees who will be working on the contract.
5. The Contractor shall prescreen all personnel who require access to VA site(s) and/or access to VA LAN systems to ensure they maintain a U.S. citizenship or Alien Registration that authorizes them to work in the U.S. and are able to read, write, speak and understand the English language.
6. Contract performance **shall not** commence before:
 - The VSC has confirmed favorable fingerprint results, **or**
 - SIC confirms that it has received the Contractor's investigative documents, the documents are complete, and that the investigation information has been released to OPM for scheduling of the background investigation, **or**
 - VSC or the SIC has confirmed that the verified investigation will be reciprocated.
7. The COR will notify and forward the Contractor a copy of the Certificate of Eligibility (Form 4236) if the investigation has been reciprocated. The Contractor, if notified of an unfavorable adjudication by the Government, shall withdraw the employee from consideration from working under the contract. Failure to comply with the Contractor personnel security requirements may result in termination of the contract for default.

8. The Contractor will be responsible for the actions of those contract and subcontract employees they provide to perform work for VA. In the event damage arises from work performed by Contractor personnel, under the auspices of the contract, the Contractor will be responsible for resources necessary to remedy the incident.
9. Should the Contractor use a vendor other than OPM or DSS to conduct investigations, the investigative company must be certified by OPM/DSS to conduct Contractor investigations. The Vendor Cage Code number must be provided to the VA SIC, which will verify the information and conclude whether access to the Government's site(s) and/or VA LAN systems can be granted.
10. The investigative history for Contractor personnel working under this contract must be maintained in the databases of either OPM or the Defense Industrial Security Clearance Organization (DISCO).

Government Responsibilities

1. After the SIC has adjudicated the background investigation package from the Contractor, the SIC will send an e-mail notification to the Contractor and their POC identifying the e-QIP website link that includes detailed instructions regarding completion of the background clearance application process and the level of background that was requested.
2. Upon receipt of required investigative documents, SIC will review the investigative documents for completion and initiate the background investigation by forwarding the investigative documents to OPM to conduct the background investigation. If the investigative documents are not complete, the SIC will notify the vendor of deficiencies and include corrective instructions.
3. VA will pay for investigations and reciprocals processed through the VA SIC and conducted by OPM in advance, however, the Contractor shall reimburse the full cost of background investigations/reciprocals to VA within 30 days of Bill of Collections from VA. VA shall send up to three plus one final delinquent notice to the Contractor. If the Contractor does not adhere to the Bill of Collections, future invoices may be subject to be offset by VA to recoup background investigation costs and may be considered grounds for default.
4. The COR will notify and forward the Contractor a copy of the Certificate of Eligibility (Form 4236) if the investigation has been reciprocated. The COR will also notify the Contractor of an unfavorable adjudication by the Government.

Security Incident Investigation

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 the 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.

12. LIQUIDATED DAMAGES

This PWS is further subject to the statutory requirement to assess liquidated damages against contractors and/or subcontractors under 38 U.S.C. §5725 in the event of a breach of Sensitive Personal Information (SPI)/Personally Identifiable Information (PII). Said liquidated damages shall be assessed at \$37.50 per affected Veteran or beneficiary. A breach in this context includes the unauthorized acquisition, access, use, or disclosure of VA SPI which compromises not only the information's security or privacy but that of the Veteran or beneficiary as well as the potential exposure or wrongful disclosure of such information as a result of a failure to follow proper data security controls and protocols.

13. CONFIDENTIALITY AND NONDISCLOSURE

It is agreed that:

1. The preliminary and final deliverables and all associated working papers, application source code, and other material deemed relevant by the VA which has been generated by the contractor in the performance of this task order are the exclusive property of the U.S. Government and shall be submitted to the COR at the conclusion of the task order.
2. The CO will be the sole authorized official to release verbally or in writing, any data, the draft deliverables, the final deliverables, or any other written or printed materials pertaining to this task order. No information shall be released by the contractor. Any request for information relating to this task order presented to the contractor shall be submitted to the CO for response.
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 CO.

14. ACRONYM LIST

ACRONYM	DEFINITION
AUS	Automated Underwriting System
BI	Background Investigation – High Risk
CAU	Contract Assurance Unit
CFR	Code of Federal Regulations
CO	Contracting Officer
COR	Contracting Officer's Technical Representative
D.C.	District of Columbia
DISCO	Defense Industrial Security Clearance Organization
DOJ	Department of Justice
DSS	Defense Security Service
FAR	Federal Acquisition Regulation
FCRA	Fair Credit Reporting Act
FDCPA	Fair Debt Collection Procedures Act
FISMA	Federal Information Security Management Act
FMS	Financial Management System
FNMA	Fannie Mae

GSA	General Services Administration
HUB	Historically Underutilized Business
IRS	Internal Revenue Service
IT	Information Technology
JPEG	Joint Photographic Expert Group
LAN	Local Area Network
LGY	Loan Guaranty Service
MBI	Moderate Background Investigation – Moderate Risk
NACI	National Agency Check with written Inquires – Low Risk
NADL	Native American Direct Loans
NARA	National Archives and Records Administration
NIST	National Institute of Standards and Technology
NPG	National Practice Group (VA legal counsel)
NSF	National Standard Format
OMB	Office of Management and Budget
OPM	Office of Personnel Management
P&I	Principal and Interest
PDF	Portable Data Format
PII	Personally Identifiable Information
PITI	Principal, Interest, Taxes, and Insurance
PM	Property Management
POC	Point of Contact
PSA	Pooling and Servicing Agreement
PWS	Performance Work Statement
QCP	Quality Control Plan
REO	Real Estate Owned
RESPA	Real Estate Settlement Procedures Act
RO	Regional Office
RPSC	Real Estate Owned and Portfolio Servicing Contract
SAH	Specially Adapted Housing
SAR	Staff Appraisal Reviewers
SAS	Statement on Auditing Standards
SCRA	Service Members Civil Relief Act
SIC	Security and Investigations Center
SOPs	Standard Operating Procedures
SPI	Sensitive Personal Information
T&I	Taxes and Insurance
TFM	Treasury Financial Manual
TRID	TILA- RESPA Integrated Disclosure
TROR	Treasury Report on Receivables
U.S.	United States
U.S.C.	United States Code

UPB	Unpaid Principal Balance
VA	Department of Veterans Affairs
VAAR	Veterans Affairs Acquisition Regulation
VACO	Veterans Affairs Central Office
VHA	Veterans Health Administration
VMT	Vendee Mortgage Trust
WebLGY	Veteran Affairs' Origination and Oversight System

B.6 PRICE/COST SCHEDULE

ITEM INFORMATION

ITEM NUMBER	DESCRIPTION OF SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	Property Preservation (Legacy REO) FFP Contract Period: Base POP Begin: 04-16-2017 POP End: 09-30-2017	1.00	JB		
0002	Acquisition, Management, and Disposition Expenses (Legacy REO) FFP Contract Period: Base POP Begin: 04-16-2017 POP End: 09-30-2017	1.00	JB		
0003	Performance Bonds (Legacy REO) T&M Contract Period: Base POP Begin: 04-16-2017 POP End: 09-30-2017	1.00	JB		
0004	Service Performing Loans (Legacy PS) FFP Contract Period: Base POP Begin: 04-16-2017 POP End: 09-30-2017	1.00	JB		
0005	Service Non-Performing Loans (Legacy PS) FFP	1.00	JB		

	Contract Period: Base POP Begin: 04-16-2017 POP End: 09-30-2017				
0006	Taxes (Legacy PS) T&M 0006A: REO 0006B: VA National Portfolio Contract Period: Base POP Begin: 04-16-2017 POP End: 09-30-2017	1.00	JB		
0007	Incentive & Disincentives (Legacy REO & PS) FFP Contract Period: Base POP Begin: 04-16-2017 POP End: 09-30-2017	1.00	JB		
0008	T&M Reimbursable (ex. Servicing/Foreclosure Advances, Grass Cutting, HOA Fees) (Legacy REO & PS) 0008A: REO 0008B: VA National Portfolio Contract Period: Base POP Begin: 04-16-2017 POP End: 09-30-2017	1.00	JB		
0009	T&M Reimbursable for User Fees including 0009A: Origination fee chargeable to purchaser for Vendee and reimbursed by VA to Service Provider. 0009B: Fee chargeable to owner of direct loan and reimbursable to Service Provider by VA. 0009Ba: Insufficient Funds 0009Bb: Pay by phone 0009Bc: Pay by teller 0009Bd: Pay online Contract Period: Base POP Begin: 04-16-2017 POP End: 09-30-2017	1.00	JB		
1001	Property Preservation (Legacy REO) Contract Period: Option 1 POP Begin: 10-01-2017	1.00	JB		

	POP End: 09-30-2018				
1002	Acquisition, Management, and Disposition Expenses (Legacy REO) Contract Period: Option 1 POP Begin: 10-01-2017 POP End: 09-30-2018	1.00	JB	_____	_____
1003	Performance Bonds (Legacy REO) Contract Period: Option 1 POP Begin: 10-01-2017 POP End: 09-30-2018	1.00	JB	_____	_____
1004	Service Performing Loans (Legacy PS) Contract Period: Option 1 POP Begin: 10-01-2017 POP End: 09-30-2018	1.00	JB	_____	_____
1005	Service Non-Performing Loans (Legacy PS) Contract Period: Option 1 POP Begin: 10-01-2017 POP End: 09-30-2018	1.00	JB	_____	_____
1006	Taxes (Legacy PS) 0006A: REO 0006B: VA National Portfolio Contract Period: Option 1 POP Begin: 10-01-2017 POP End: 09-30-2018	1.00	JB	_____	_____
1007	Incentive & Disincentives (Legacy REO & PS) Contract Period: Option 1 POP Begin: 10-01-2017 POP End: 09-30-2018	1.00	JB	_____	_____
1008	Reimbursable (ex. Servicing/Foreclosure Advances, Grass Cutting, HOA Fees) (Legacy REO & PS) 0008A: REO 0008B: VA National Portfolio	1.00	JB	_____	_____

	Contract Period: Option 1 POP Begin: 10-01-2017 POP End: 09-30-2018				
1009	Reimbursable for User Fees including 0009A: Origination fee chargeable to purchaser for Vendee and reimbursed by VA to Service Provider. 0009B: Fee chargeable to owner of direct loan and reimbursable to Service Provider by VA. 0009Ba: Insufficient Funds 0009Bb: Pay by phone 0009Bc: Pay by teller 0009Bd: Pay online Contract Period: Option 1 POP Begin: 10-01-2017 POP End: 09-30-2018	1.00	JB		
2001	Property Preservation (Legacy REO) Contract Period: Option 2 POP Begin: 10-01-2018 POP End: 09-30-2019	1.00	JB		
2002	Acquisition, Management, and Disposition Expenses (Legacy REO) Contract Period: Option 2 POP Begin: 10-01-2018 POP End: 09-30-2019	1.00	JB		
2003	Performance Bonds (Legacy REO) Contract Period: Option 2 POP Begin: 10-01-2018 POP End: 09-30-2019	1.00	JB		
2004	Service Performing Loans (Legacy PS) Contract Period: Option 2 POP Begin: 10-01-2018 POP End: 09-30-2019	1.00	JB		
2005	Service Non-Performing Loans	1.00	JB		

	(Legacy PS) Contract Period: Option 2 POP Begin: 10-01-2018 POP End: 09-30-2019				
2006	Taxes (Legacy PS) 0006A: REO 0006B: VA National Portfolio Contract Period: Option 2 POP Begin: 10-01-2018 POP End: 09-30-2019	1.00	JB		
2007	Incentive & Disincentives (Legacy REO & PS) Contract Period: Option 2 POP Begin: 10-01-2018 POP End: 09-30-2019	1.00	JB		
2008	Reimbursable (ex. Servicing/Foreclosure Advances, Grass Cutting, HOA Fees) (Legacy REO & PS) 0008A: REO 0008B: VA National Portfolio Contract Period: Option 2 POP Begin: 10-01-2018 POP End: 09-30-2019	1.00	JB		
2009	Reimbursable for User Fees including 0009A: Origination fee chargeable to purchaser for Vendee and reimbursed by VA to Service Provider. 0009B: Fee chargeable to owner of direct loan and reimbursable to Service Provider by VA. 0009Ba: Insufficient Funds 0009Bb: Pay by phone 0009Bc: Pay by teller 0009Bd: Pay online Contract Period: Option 2 POP Begin: 10-01-2018 POP End: 09-30-2019	1.00	JB		

3001	Property Preservation (Legacy REO) Contract Period: Option 3 POP Begin: 10-01-2019 POP End: 09-30-2020	1.00	JB	_____	_____
3002	Acquisition, Management, and Disposition Expenses (Legacy REO) Contract Period: Option 3 POP Begin: 10-01-2019 POP End: 09-30-2020	1.00	JB	_____	_____
3003	Performance Bonds (Legacy REO) Contract Period: Option 3 POP Begin: 10-01-2019 POP End: 09-30-2020	1.00	JB	_____	_____
3004	Service Performing Loans (Legacy PS) Contract Period: Option 3 POP Begin: 10-01-2019 POP End: 09-30-2020	1.00	JB	_____	_____
3005	Service Non-Performing Loans (Legacy PS) Contract Period: Option 3 POP Begin: 10-01-2019 POP End: 09-30-2020	1.00	JB	_____	_____
3006	Taxes (Legacy PS) 0006A: REO 0006B: VA National Portfolio Contract Period: Option 3 POP Begin: 10-01-2019 POP End: 09-30-2020	1.00	JB	_____	_____
3007	Incentive & Disincentives (Legacy REO & PS) Contract Period: Option 3 POP Begin: 10-01-2019 POP End: 09-30-2020	1.00	JB	_____	_____
3008	Reimbursable (ex. Servicing/Foreclosure Advances, Grass	1.00	JB	_____	_____

	Cutting, HOA Fees) (Legacy REO & PS) 0008A: REO 0008B: VA National Portfolio Contract Period: Option 3 POP Begin: 10-01-2019 POP End: 09-30-2020				
3009	Reimbursable for User Fees including 0009A: Origination fee chargeable to purchaser for Vendee and reimbursed by VA to Service Provider. 0009B: Fee chargeable to owner of direct loan and reimbursable to Service Provider by VA. 0009Ba: Insufficient Funds 0009Bb: Pay by phone 0009Bc: Pay by teller 0009Bd: Pay online Contract Period: Option 3 POP Begin: 10-01-2019 POP End: 09-30-2020	1.00	JB		
3010	Reimbursable or User Fees including Vendee Origination Fee and Fees reimbursed to the Servicer for Insufficient Funds, Pay by phone, Pay by teller and Pay online. Contract Period: Option 3 POP Begin: 10-01-2019 POP End: 09-30-2020	1.00	JB		
4001	Property Preservation (Legacy REO) Contract Period: Option 4 POP Begin: 10-01-2020 POP End: 09-30-2021	1.00	JB		
4002	Acquisition, Management, and Disposition Expenses (Legacy REO) Contract Period: Option 4	1.00	JB		

	POP Begin: 10-01-2020 POP End: 09-30-2021				
4003	Performance Bonds (Legacy REO) Contract Period: Option 4 POP Begin: 10-01-2020 POP End: 09-30-2021	1.00	JB	_____	_____
4004	Service Performing Loans (Legacy PS) Contract Period: Option 4 POP Begin: 10-01-2020 POP End: 09-30-2021	1.00	JB	_____	_____
4005	Service Non-Performing Loans (Legacy PS) Contract Period: Option 4 POP Begin: 10-01-2020 POP End: 09-30-2021	1.00	JB	_____	_____
4006	Taxes (Legacy PS) 0006A: REO 0006B: VA National Portfolio Contract Period: Option 4 POP Begin: 10-01-2020 POP End: 09-30-2021	1.00	JB	_____	_____
4007	Incentive & Disincentives (Legacy REO & PS) Contract Period: Option 4 POP Begin: 10-01-2020 POP End: 09-30-2021	1.00	JB	_____	_____
4008	Reimbursable (ex. Servicing/Foreclosure Advances, Grass Cutting, HOA Fees) (Legacy REO & PS) 0008A: REO 0008B: VA National Portfolio Contract Period: Option 4 POP Begin: 10-01-2020 POP End: 09-30-2021	1.00	JB	_____	_____
4009	Reimbursable for User Fees including 0009A: Origination fee	1.00	JB	_____	_____

	chargeable to purchaser for Vendee and reimbursed by VA to Service Provider. 0009B: Fee chargeable to owner of direct loan and reimbursable to Service Provider by VA. 0009Ba: Insufficient Funds 0009Bb: Pay by phone 0009Bc: Pay by teller 0009Bd: Pay online Contract Period: Option 4 POP Begin: 10-01-2020 POP End: 09-30-2021				
5001	Property Preservation (Legacy REO) Contract Period: Option 5 POP Begin: 10-01-2021 POP End: 04-15-2022	1.00	JB		
5002	Acquisition, Management, and Disposition Expenses (Legacy REO) Contract Period: Option 5 POP Begin: 10-01-2021 POP End: 04-15-2022	1.00	JB		
5003	Performance Bonds (Legacy REO) Contract Period: Option 5 POP Begin: 10-01-2021 POP End: 04-15-2022	1.00	JB		
5004	Service Performing Loans (Legacy PS) Contract Period: Option 5 POP Begin: 10-01-2021 POP End: 04-15-2022	1.00	JB		
5005	Service Non-Performing Loans (Legacy PS) Contract Period: Option 5 POP Begin: 10-01-2021 POP End: 04-15-2022	1.00	JB		
5006	Taxes (Legacy PS)	1.00	JB		

	0006A: REO 0006B: VA National Portfolio Contract Period: Option 5 POP Begin: 10-01-2021 POP End: 04-15-2022				
5007	Incentive & Disincentives (Legacy REO & PS) Contract Period: Option 5 POP Begin: 10-01-2021 POP End: 04-15-2022	1.00	JB		
5008	Reimbursable (ex. Servicing/Foreclosure Advances, Grass Cutting, HOA Fees) (Legacy REO & PS) 0008A: REO 0008B: VA National Portfolio Contract Period: Option 5 POP Begin: 10-01-2021 POP End: 04-15-2022	1.00	JB		
5009	Reimbursable for User Fees including 0009A: Origination fee chargeable to purchaser for Vendee and reimbursed by VA to Service Provider. 0009B: Fee chargeable to owner of direct loan and reimbursable to Service Provider by VA. 0009Ba: Insufficient Funds 0009Bb: Pay by phone 0009Bc: Pay by teller 0009Bd: Pay online Contract Period: Option 5 POP Begin: 10-01-2021 POP End: 04-15-2022	1.00	JB		
GRAND TOTAL					

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.

C.2 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS—COMMERCIAL ITEMS (JUN 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.)

☐ (36) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (JUN 2016) (E.O. 13693).

☐ (37) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (JUN 2016) (E.O. 13693).

☐ (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.)

☐ (38)(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.

☐ (39)(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.

☐ (40) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007)(42 U.S.C. 8259b).

☐ (41)(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.

☒ (42) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011)

☐ (43) 52.223-20, Aerosols (JUN 2016) (E.O. 13693).

☐ (44) 52.223-21, Foams (JUN 2016) (E.O. 13693).

☐ (45) 52.225-1, Buy American—Supplies (MAY 2014) (41 U.S.C. chapter 83).

☐ (46)(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.

☒ (47) 52.225-5, Trade Agreements (FEB 2016) (19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).

☒ (48) 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).

☐ (49) 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).

☐ (50) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

☐ (51) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

☐ (52) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

☐ (53) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

☐ (54) 52.232-33, Payment by Electronic Funds Transfer—System for Award Management (Jul 2013) (31 U.S.C. 3332).

☒ (55) 52.232-34, Payment by Electronic Funds Transfer—Other than System for Award Management (Jul 2013) (31 U.S.C. 3332).

☐ (56) 52.232-36, Payment by Third Party (MAY 2014) (31 U.S.C. 3332).

☐ (57) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

☐ (58)(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)

C.3 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

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

(End of Clause)

C.4 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 30; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 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 six (6) years.

(End of Clause)

C.5 52.228-16 PERFORMANCE AND PAYMENT BONDS—OTHER THAN CONSTRUCTION (NOV 2006)

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

"Original contract price" means the award price of the contract or, for requirements contracts, the price payable for the estimated quantity; or, for indefinite-quantity contracts, the price payable for the specified minimum quantity. Original contract price does not include the price of any options, except those options exercised at the time of contract award.

(b) The Contractor shall furnish a performance bond (Standard Form 1418) for the protection of the Government in an amount equal to 60% percent of the original contract price and a payment bond (Standard Form 1416) in an amount equal to **TBD** percent of the original contract price.

(c) The Contractor shall furnish all executed bonds, including any necessary reinsurance agreements, to the Contracting Officer, within **Seven Calendars** days, but in any event, before starting work.

(d) The Government may require additional performance and payment bond protection if the contract price is increased. The Government may secure the additional protection by directing the Contractor to increase the penal amount of the existing bonds or to obtain additional bonds.

(e) The bonds shall be in the form of firm commitment, supported by corporate sureties whose names appear on the list contained in Treasury Department Circular 570, individual sureties, or by other acceptable security such as postal money order, certified check, cashier's check, irrevocable letter of credit, or, in accordance with Treasury Department regulations, certain bonds or notes of the United States. Treasury Circular 570 is published in the *Federal Register*, or may be obtained from the:

U.S. Department of Treasury
Financial Management Service
Surety Bond Branch
3700 East West Highway, Room 6F01
Hyattsville, MD 20782.
Or via the internet at <http://www.fms.treas.gov/c570/>.

(End of Clause)

C.6 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

<http://www.acquisition.gov/far/index.html>
<http://www.va.gov/oal/library/vaar/>

(End of Clause)

FAR
Number

Title

Date

52.203-17	CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS	APR 2014
52.204-18	COMMERCIAL AND GOVERNMENT ENTITY CODE MAINTENANCE	JUL 2015
52.232-35	DESIGNATION OF OFFICE FOR GOVERNMENT RECEIPT OF ELECTRONIC FUNDS TRANSFER INFORMATION	JUL 2013
52.232-40	PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS	DEC 2013

(End of Addendum to 52.212-4)

C.7 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.8 VAAR 852.203-71 DISPLAY OF DEPARTMENT OF VETERAN AFFAIRS HOTLINE POSTER (DEC 1992)

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

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

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

(End of Clause)

C.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 852.219-9 VA SMALL BUSINESS SUBCONTRACTING PLAN MINIMUM REQUIREMENTS (DEC 2009)

(a) This clause does not apply to small business concerns.

(b) If the offeror is required to submit an individual subcontracting plan, the minimum goals for award of subcontracts to service-disabled veteran-owned small business concerns and veteran-owned small

business concerns shall be at least commensurate with the Department's annual service-disabled veteran-owned small business and veteran-owned small business prime contracting goals for the total dollars planned to be subcontracted.

(c) For a commercial plan, the minimum goals for award of subcontracts to service-disabled veteran-owned small business concerns and veteran-owned small businesses shall be at least commensurate with the Department's annual service-disabled veteran-owned small business and veteran-owned small business prime contracting goals for the total value of projected subcontracts to support the sales for the commercial plan.

(d) To be credited toward goal achievements, businesses must be verified as eligible in the Vendor Information Pages database. The contractor shall annually submit a listing of service-disabled veteran-owned small businesses and veteran-owned small businesses for which credit toward goal achievement is to be applied for the review of personnel in the Office of Small and Disadvantaged Business Utilization.

(e) The contractor may appeal any businesses determined not eligible for crediting toward goal achievements by following the procedures contained in 819.407.

(End of Clause)

C.11 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.12 VAAR 852.237-70 CONTRACTOR RESPONSIBILITIES (APR 1984)

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

(End of Clause)

C.13 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)

C.14 MANDATORY WRITTEN DISCLOSURES

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

DRAFT

SECTION D - CONTRACT DOCUMENTS, EXHIBITS, OR ATTACHMENTS

D.1 ATTACHMENT A RPSC RELATED DOCUMENTS

D.2 ATTACHMENT B: BACKGROUND INVESTIGATION WORKSHEET

D.3 ATTACHMENT C: SCHEDULE OF DELIVERABLES

D.4 ATTACHMENT D: RPSC REPORTING LIBRARY

D.5 ATTACHMENT E: GOVERNMENT QUALITY ASSURANCE PLAN QUALITY ASSURANCE
SURVEILLANCE PLAN (QASP)

D.6 ATTACHMENT F: PROPERTY PRESERVATION FLAT FEE

D.7 ATTACHMENT G: ATTORNEY CONTRACT PROVISIONS

D.8 ATTACHMENT H: PRICING SPREADSHEET

D.9 ATTACHMENT I: TECHNICAL EVALUATION MATRIX

D.10 ATTACHMENT J: PAST PERFORMANCE QUESTIONNAIRE

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 appear in Block 10 of the solicitation cover sheet (SF 1449). 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) The solicitation number;
- (2) The time specified in the solicitation for receipt of offers;
- (3) The name, address, and telephone number of the offeror;
- (4) A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary;
- (5) Terms of any express warranty;
- (6) Price and any discount terms;
- (7) "Remit to" address, if different than mailing address;
- (8) A completed copy of the representations and certifications at FAR 52.212-3 (see FAR 52.212-3(b) for those representations and certifications that the offeror shall complete electronically);
- (9) Acknowledgment of Solicitation Amendments;
- (10) Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items and other references (including contract numbers, points of contact with telephone numbers and other relevant information); and
- (11) If the offer is not submitted on the SF 1449, include a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. Offers that fail to furnish required representations or information, or reject the terms and conditions of the solicitation may be excluded from consideration.

(c) *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.

(d) *Product samples.* When required by the solicitation, product samples shall be submitted at or prior to the time specified for receipt of offers. Unless otherwise specified in this solicitation, these samples shall be submitted at no expense to the Government, and returned at the sender's request and expense, unless they are destroyed during pre-award testing.

(e) *Multiple offers*. Offerors are encouraged to submit multiple offers presenting alternative terms and conditions or commercial items for satisfying the requirements of this solicitation. Each offer submitted will be evaluated separately.

(f) Late submissions, modifications, revisions, and withdrawals of offers.

(1) Offerors are responsible for submitting offers, and any modifications, revisions, or withdrawals, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that offers or revisions are due.

(2)(i) Any offer, modification, revision, or withdrawal of an offer received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and—

(A) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of offers; or

(B) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

(C) If this solicitation is a request for proposals, it was the only proposal received.

(ii) However, a late modification of an otherwise successful offer, that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(3) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the offer wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(4) If an emergency or unanticipated event interrupts normal Government processes so that offers cannot be received at the Government office designated for receipt of offers by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(5) Offers may be withdrawn by written notice received at any time before the exact time set for receipt of offers. Oral offers in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for receipt of offers, subject to the conditions specified in the solicitation concerning facsimile offers. An offer may be withdrawn in person by an offeror or its authorized representative if, before the exact time set for receipt of offers, the identity of the person requesting withdrawal is established and the person signs a receipt for the offer.

(g) *Contract award (not applicable to Invitation for Bids)*. The Government intends to evaluate offers and award a contract without discussions with offerors. Therefore, the offeror's initial offer should contain

the offeror's best terms from a price and technical standpoint. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary. The Government may reject any or all offers if such action is in the public interest; accept other than the lowest offer; and waive informalities and minor irregularities in offers received.

(h) *Multiple awards.* The Government may accept any item or group of items of an offer, unless the offeror qualifies the offer by specific limitations. Unless otherwise provided in the Schedule, offers may not be submitted for quantities less than those specified. The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit prices offered, unless the offeror specifies otherwise in the offer.

(i) Availability of requirements documents cited in the solicitation.

(1)(i) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, and copies of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained for a fee by submitting a request to—

GSA Federal Supply Service Specifications Section
Suite 8100 470 East L'Enfant Plaza, SW
Washington, DC 20407
Telephone (202) 619-8925
Facsimile (202) 619-8978.

(ii) If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this solicitation, a single copy of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained free of charge by submitting a request to the addressee in paragraph (i)(1)(i) of this provision. Additional copies will be issued for a fee.

(2) Most unclassified Defense specifications and standards may be downloaded from the following ASSIST websites:

(i) ASSIST (<https://assist.dla.mil/online/start/>);

(ii) Quick Search (<http://quicksearch.dla.mil/>);

(iii) ASSISTdocs.com (<http://assistdocs.com>).

(3) Documents not available from ASSIST may be ordered from the Department of Defense Single Stock Point (DoDSSP) by?

(i) Using the ASSIST Shopping Wizard (<https://assist.dla.mil/wizard/index.cfm>);

(ii) Phoning the DoDSSP Customer Service Desk (215) 697-2179, Mon-Fri, 0730 to 1600 EST; or

(iii) Ordering from DoDSSP, Building 4, Section D, 700 Robbins Avenue, Philadelphia, PA 19111-5094, Telephone (215) 697-2667/2179, Facsimile (215) 697-1462.

(4) Nongovernment (voluntary) standards must be obtained from the organization responsible for their preparation, publication, or maintenance.

(j) *Data Universal Numbering System (DUNS) Number.* (Applies to all offers exceeding \$3,500, and offers of \$3,500 or less if the solicitation requires the Contractor to be registered in the System for Award Management (SAM) database. The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS +4" followed by the DUNS or DUNS +4 number that identifies the offeror's name and address. The DUNS +4 is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the offeror to establish additional SAM records for identifying alternative Electronic Funds Transfer (EFT) accounts (see FAR Subpart 32.11) for the same concern. If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. An offeror within the United States may contact Dun and Bradstreet by calling 1-866-705-5711 or via the internet at <http://www.fedgov.dnb.com/webform>. An offeror located outside the United States must contact the local Dun and Bradstreet office for a DUNS number. The offeror should indicate that it is an offeror for a Government contract when contacting the local Dun and Bradstreet office.

(k) *System for Award Management.* Unless exempted by an addendum to this solicitation, by submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the SAM database prior to award, during performance and through final payment of any contract resulting from this solicitation. If the Offeror does not become registered in the SAM database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror. Offerors may obtain information on registration and annual confirmation requirements via the SAM database accessed through <https://www.acquisition.gov>.

(l) *Debriefing.* If a post-award debriefing is given to requesting offerors, the Government shall disclose the following information, if applicable:

- (1) The agency's evaluation of the significant weak or deficient factors in the debriefed offeror's offer.
- (2) The overall evaluated cost or price and technical rating of the successful and the debriefed offeror and past performance information on the debriefed offeror.
- (3) The overall ranking of all offerors, when any ranking was developed by the agency during source selection.
- (4) A summary of the rationale for award;
- (5) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.
- (6) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

(End of Provision)

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

A. BASIS FOR AWARD

The requirement will be competed as a full and open, unrestricted requirement using the commercial practices in Federal Acquisition Regulation (FAR) Part 12, the Contracting by Negotiation procedures in FAR Part 15, and the VA Acquisition Regulation (VAAR).

A Best Value evaluation will be used to select the Offeror to whom the performance-based contract will be awarded.

The following rating factors, listed in descending order of importance, will be used to evaluate offers: Technical Approach, Past Performance, Socioeconomic Considerations, and Price. The non-price factors when combined are significantly more important than the Price Factor. In the event that two (2) or more Offerors are considered to be essentially equivalent based on non-price factors, award may be made to the lower priced Offeror. Conversely, it should be noted that award may be made to other than the lowest priced Offeror if the Government determines that a price premium is warranted due to merits of one (1) or more of the non-price factors. Proposals will be evaluated using a three (3) phased approach as follows:

- (a) *Phase I:* The Technical Evaluation Team (TET) will review ONLY the Technical Evaluation Matrix provided by all Offerors and corresponding technical approach to validate the matrix as appropriate to determine whether or not each Offeror meets the minimum technical requirements. After review and concurrence by the Source Selection Authority (SSA)/Contracting Officer (CO), those Offerors who do not meet the minimum requirements will be notified of such and will not be evaluated further.
- (b) *Phase II:* Proposals will be evaluated in their entirety from those Offerors who advanced from Phase I. After review of all factors, the SSA/CO will set a competitive range of the most highly rated proposals, which may be further reduced for efficiency in accordance with Federal Acquisition Regulations (FAR) 15.306(c)(2). Those Offerors in the competitive range will advance to Phase III.
- (c) *Phase III:* Offerors in the competitive range will advance to discussions and post discussion evaluation. Best value determination based on price and non-price factors.

B. INSTRUCTIONS TO OFFERORS

This will be a single-award hybrid Fixed-Fixed Price/Time-and-Material contract for the following Period of Performance (POP):

Base Period: April 16, 2017 through September 30, 2017 –Fiscal Year (FY17)

Option Period I: October 1, 2017 through September 30, 2018 (FY18)

Option Period II: October 1, 2018 through September 30, 2019 (FY19)

Option Period III: October 1, 2019 through September 30, 2020 (FY20)

Option Period IV: October 1, 2020 through September 30, 2021 (FY21)

Option Period V: October 1, 2021 through April 15, 2022 (FY22)

C. PROPOSAL SUBMISSION

1. INTRODUCTION

The Offeror's proposal(s) shall be submitted via e-mail to the CO at Tara.Flores@va.gov and Contracting Specialist (CS) at Roxana.Cepeda@va.gov no later than the date and time listed in Box 8 of the SF1449. The Offeror's proposal shall consist of the following five (5) volumes:

Volume I: Technical Approach

- Volume II: Past Performance
- Volume III: Socioeconomic Considerations
- Volume IV: Price
- Volume V: Administrative Information

Please note that Strategic Acquisition Center - Frederick (SAC-F) can accept e-mails no larger than 5 MB. Offerors are encouraged to submit zip files or submit volumes in multiple e-mails so as to not exceed this limitation. Caution: The choice of Proposal delivery method is up to the Offeror. The Offeror bears the risks of chosen delivery method. Proposals must be in VA's hands no later than the final date/time prescribed in complete form. Any Proposal that is not completely transmitted or delivered to VA in a timely manner will be deemed unresponsive and excluded from the competitive range. Please see FAR 15.208(b)(1) for specifics.

The use of hyperlinks in proposals is prohibited.

2. PROPOSAL FILES

- 1) Format: The submission shall be clearly indexed and logically assembled. Each volume shall be clearly identified and shall begin at the top of a page. All pages of each volume shall be appropriately numbered and identified by the complete company name, date, and solicitation number in the header and/or footer. Proposal page limitations are applicable to this procurement. The table below indicates the applicable maximum page count for each volume of the Offeror's proposal.
 - a) All files shall be submitted as either Microsoft (MS) Excel (.xls) file, Acrobat Portable Document Format (.pdf) file, MS Word (.doc), or as compatible as indicated in the table. Page size shall be no greater than 8 1/2" x 11". The top, bottom, left, and right margins shall be a minimum of one (1) inch each. Font size shall be no smaller than 12-point. Arial or Times New Roman fonts are required. Characters shall be set at no less than normal spacing and 100% scale.
 - b) Tables and illustrations may use a reduced font size no smaller than eight (8)-point and may be landscape. Line spacing shall be set at no less than single space. Each paragraph shall be separated by at least one blank line. Page numbers, company logos, and headers and footers may be within the page margins only and are not bound by the 12-point font requirement. Footnotes to text shall not be added.
 - c) If the Offeror submits annexes, documentation, attachments or the like, not specifically required by this solicitation, such will count against the Offeror's page limitations unless otherwise indicated in the specific volume instructions below.
 - d) Pages in violation of these instructions, either by exceeding the margin, font, or spacing restrictions or by exceeding the total page limit for a particular volume, will not be evaluated. Pages not evaluated due to violation of the margin, font, or spacing restrictions will not count against the page limitations. The page count will be determined by counting the pages in the order they appear in the print layout view.

- 2) File Packaging: All of the proposal files may be compressed (zipped) into one (1) file entitled “proposal.zip” using WinZip version 6.2 or later, or the proposal files may be submitted individually.
- 3) Content Requirements: All information shall be confined to the appropriate file. The Offeror shall confine submissions to essential matters, sufficient to define the proposal, and provide an adequate basis for evaluation. Offerors are responsible for including sufficient details, in a concise manner, to permit a complete and accurate evaluation of each proposal. The titles and page limit requirements for each file are shown in the table below:

Volume	Factor	File Name	Page Limitations
Volume I	Technical	Tech_Approach.doc/pdf	40 pages 2 pages per résumés. Résumés shall be submitted for the top 5 Key Personnel Leadership/Management positions focused on this contract. Technical Evaluation Matrix, page limited to the spreadsheet.
Volume II	Past Performance	Past Perf.doc/pdf	3 pages for Narrative (references will provide the Past Performance Questionnaire provided at Attachment J).
Volume III	Socioeconomic Considerations	Soc.doc/pdf	None
Volume IV	Price	Price.xls/pdf/doc	None: Pricing Spreadsheet [Excel] Attachment H (Offeror Pricing Proposal Derived from the following: <ul style="list-style-type: none"> a. Loan Portfolio: 10,000 loans (7,500 Performing; 2,500 Non-Performing); b. REO Inventory: 10,000 properties; c. Flow of new property acquisitions: 1,000/month; and d. Flow of new loan originations/acquisitions: 400/month. Volume IV Price Proposal shall contain the following the total annual cost,

			<p>including a breakdown of annual cost for these expenses:</p> <ul style="list-style-type: none"> a. REO Property Preservation Expenses. Attachment F: Property Preservation Flat Fee.. b. REO Management and Marketing Fee. c. REO Performance Bonds. d. Total annual cost in basis points for: Loan Servicing (Performing Loans)/Loan Servicing (Non-Performing Loans). e. Additional assumptions on how the Offeror calculated these figures. <p>Complete B.6 Price Cost Schedule</p>
Volume V	Administration Information	Admin.doc/pdf	Submission of following have no page limits: FAR clause 52.212-3, signed copy of SF 1449, signed copy(ies) of any amendments, and Subcontracting Plan.

The cover page, table of contents, and/or a glossary of abbreviations or acronyms will not be included in the page count of the Technical Volume.

VOLUME I - TECHNICAL APPROACH

Under no circumstances shall any pricing be included in the Technical Approach. Offerors shall at a minimum address the following:

- 1) Successful completion of the Technical Evaluation Matrix which highlights the minimum requirements for this acquisition. The offeror is required to provide a document from a creditable financial institution demonstrating they have a line of credit no less than \$30 million available to manage their operation without requiring any financing from VA in advance of the sale of the properties. VA intends to reimburse the contractor after sale of each of the thousands of properties we assign them. They will have to hold and manage and cover costs associated with the property pending submission of their reimbursement invoice after the property sells. They need to demonstrate that they have sufficient resources to cover costs pending reimbursement.
- 2) Understanding of the work, all features involved in solving the problems and meeting the requirements presented in the solicitation, and to the extent which uncertainties are identified and resolutions proposed; including creativity and thoroughness shown in understanding all of the objectives and tasks of the solicitation and planned execution of the project.
- 3) Ability to address anticipated potential problem areas, creativity and feasibility of solutions to problems, future integration of new processes, and technology enhancements; methods and

approach to meeting the contract requirements provide the Government with a high level of confidence of successful completion within the required schedule.

- 3) Approach to meeting all of the tasks and deliverables identified in the solicitation, to determine whether the methods and approach has adequately and completely considered, addressed and satisfied the requirements specified in the solicitation.
- 4) Quality and effectiveness of the overall management plan, allocation of key personnel, and resources. The currency, quality, and depth of experience of proposed individuals in working on similar projects. Referenced experience must convey similarity in size, scope, and complexity. Résumés for the top 5 Key Personnel occupying a Leadership/Management positions focused on this contract will be reviewed.
- 5) Evidence of specific methods and techniques for completing each discrete task, including implementation, transition plan, Quality Control Plan (QCP), customer service, and training plan.

VOLUME II - PAST PERFORMANCE FACTOR

Offerors shall submit a list of up to three contracts (prime contracts, task/delivery orders, and/or major subcontracts) in performance during the past three years from the date of issuance of the final solicitation, which are relevant (in terms of size, scope, and complexity) to the efforts required by this solicitation. Areas of relevance include all objectives addressed in the PWS. Also, each Offeror shall detail its familiarity with VA and VA data systems relevant to this requirement.

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

Section 1 - Contract Descriptions:

- a) Contractor/Subcontractor place of performance, Commercial and Government Entity (CAGE) Code and Data Universal Numbering System (DUNS) number. If the work was performed as a Subcontractor, also provide the name of the prime Contractor and point of contact (POC) within the prime Contractor organization (name, current address, e-mail address, and telephone and fax numbers);
- b) Government Contracting/Private Industry activity and current address and Procuring CO's name, e-mail address, and telephone numbers;
- c) Government Contracting/Private Industry Project Manager's current e-mail address and telephone numbers;
- d) Contract number;
- e) Delivery Order Numbers (Indefinite Delivery type contracts, General Services Administration (GSA) contracts, and Blanket Purchase Agreements (BPA));

- f) Contract Type (specific type such as FFP, Cost Reimbursement, Time and Materials (T&M), etc.). In the case of Indefinite Delivery contracts, indicate specific type (Requirements, Definite Quantity, and Indefinite Quantity) and secondary contract type (FFP, Cost Reimbursement, T&M, etc.);
- g) Awarded price/cost;
- h) Final or projected final price/cost;
- i) Original delivery schedule, including dates of start and completion of work, by phase, in accordance with the overall management plan;
- j) Final or projected final delivery schedule, including dates of start and completion of work, by phase, in accordance with the overall management plan;

Section 2 – Past Performance:

Offeror shall provide a specific narrative explanation of each contract listed in Section 1, describing the objectives achieved and detailing how the effort is relevant to the requirements of this solicitation. For any contracts/task orders that did not/do not meet original cost, schedule, or technical performance requirements, the Offeror shall provide a brief explanation of the reasons for the shortcomings and any corrective actions taken to avoid recurrence. The Offeror shall list each time the delivery schedule was revised and provide an explanation of why the revision was necessary. The Offeror shall indicate if any of the contracts listed were terminated and the reasons for the termination.

Section 3 – Subcontracts:

Offeror shall provide an outline of how the effort required by the solicitation will be assigned for performance within the Offeror's corporate entity and among the proposed Subcontractors. The information provided for the prime Offeror and each proposed major Subcontractor shall include the entire company name, company address, CAGE code, DUNS number, socioeconomic status, and type of work to be performed by citing the applicable Government PWS section number.

Section 4 - New Corporate Entities:

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

Email completed Attachment J Past Performance Questionnaires (PPQs): Offeror may submit a maximum of three PPQs (Attachment J). The Offeror shall distribute the PPQ found in the solicitation to a POC for each of the past performance references found in the above mentioned narrative. The VA will accept only one (1) completed PPQ per reference and a maximum of three (3) completed PPQs. The Offeror shall instruct the POC at the referenced entity to return a copy of the completed PPQ directly to the SSA/CO at

Tara.Flores@va.gov and Roxana.Cepeda@va.gov NO LATER THAN THE CLOSING DATE OF THE SOLICITATION (inclusive of any closing date extensions granted via amendment).

VA may also consider past performance information obtained through other sources. Past performance information will be utilized to determine the quality of the Offeror's past performance as it relates to the probability of success of the required effort. VA may use information provided by the Offeror in their proposal submission, information in both VA and commercial databases, and other available information that VA determines is reasonably available and relevant. The more closely the previous/current performance of services matches the solicitation requirements in terms of performance, the more relevant the performance will be considered.

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

VOLUME III – SOCIO-ECONOMIC CONSIDERATIONS

The order of preference shall be:

- a) Service-Disabled Veteran-Owned Small Business (SDVOSB).
 - b) Veteran-Owned Small Business (VOSB).
- 1) Substantiating documents such as teaming agreements, mentor protégé agreements, and the like must be submitted with the offer. To receive credit as an SDVOSB or VOSB, an Offeror must be registered and verified in the VetBiz.gov Vendor Information Pages (VIP) database at www.vetbiz.gov.
 - 2) Non-Veteran Owned 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 to detail the percentage of work and dollar value of the SDVOSB contributions. In addition, the proposed Subcontractors must be registered and verified in the VetBiz.gov VIP database at www.vetbiz.gov VA has the sole authority to determine SDVOSB and/or VOSB status. Center of Veterans Enterprise (CVE) creates the database in VetBiz and is responsible for the status.
 - 3) To the maximum extent feasible, the Contractor and any Subcontractors shall comply with VA's VOSB, SDVOSB, socioeconomic, and other small business goals, including, but not limited to, 38 U.S.C. § 8127. At a minimum, each offer shall include the following small business subcontracting goals:

- 50.0 % Small Business, including;
- 12.0 % VOSB;
- 5.0 % SDVOSB;
- 5.0 % Small Disadvantaged Businesses (including Section 8(a));
- 5.0 % Women-Owned Small Business; and
- 3.0 % Historically Underutilized Business Zone (HUBZone) Small Businesses.

- 4) The Offeror shall agree, if awarded a contract, to use the SDVOSB or VOSBs proposed as Subcontractors or to substitute one (1) or more SDVOSBs or VOSBs for subcontract work of the same or similar value. The misrepresentation of an SDVOSB/VOSB status or use of a “straw man” SDVOSB (i.e., a Service-Disabled “figurehead”) shall be grounds for termination for convenience and for such other and further measures as VA shall deem appropriate in VA’s sole discretion.

VOLUME IV – PRICE

Offerors price proposal shall be provided in excel format Attachment H: Offeror Pricing Proposal and a completed B.6 Price Cost Schedule. The price shall be derived using the following assumptions, which are reflective of the current volume and are for evaluation purposes only:

- a. Loan Portfolio: 10,000 loans (7,500 Performing; 2,500 Non-Performing)
- b. REO Inventory: 10,000 properties
- c. Flow of new property acquisitions: 1,000/month
- d. Flow of new loan originations/acquisitions: 400/month

The Volume IV: Price Proposal shall contain pricing for the base period and options and include the following:

Total annual cost, including a breakdown of annual cost for these expenses:

- a. REO Property Preservation Expenses (Attachment F: Property Preservation Flat Fee).
- b. REO Management and Marketing Fee.
- c. REO Performance Bonds, in accordance with FAR part 28 and FAR clause 52.228-16.
- d. Total annual cost in basis points for: Loan Servicing (Performing Loans) Loan Servicing (Non-Performing Loans).
- e. Additional assumptions on how the Offeror calculated these figures.
- f. Taxes.
- g. Incentive & Disincentives.
- h. Reimbursable (ex. Servicing/Foreclosure Advances, Grass Cutting, HOA Fees).
- i. T&M Reimbursable for User Fees.

The price proposal shall also include a list of expenses that the Contractor expects to be reimbursed for, broken down by category for the REO and Portfolio Services expenditures separately (e.g., eviction costs, process service, utilities, property taxes, Home Owner’s Association (HOA) fees).

VOLUME V – ADMINISTRATIVE INFORMATION

Offerors shall submit administrative information, including a cover letter and representations and certifications. Signed 1449 and signed Amendments. This volume shall include the vendor’s proposed Subcontracting Plan, which shall include a listing of the percentage of the total contract value that is targeted to be subcontracted to small businesses.

The plan shall, at a minimum, include the percentage proposed for each small business type (i.e., SDVOSB, VOSB, HUBzone, Small Disadvantaged Business, Women Owned Small Business, and Small Business) as a percentage of the entire contract value. All administrative information submitted shall conform to the formatting outlined above.

The cover letter shall include all the information required by FAR 52.212-1 signed by an individual authorized to commit the company to the proposal. The cover letter shall identify the number and description of the proposals being transmitted. The cover letter shall reference the solicitation number and acknowledge that it transmits an offer in response to the solicitation. It shall state:

- Duns Number;
- Taxpayer Identification Number (TIN);
- Proposal bid acceptance date – the number of days proposals remain valid after submission (120 days minimum),
- Names, telephone numbers, and email addresses of persons authorized to conduct negotiations, as well as the name of the official authorized to bind the Offeror's organization shall be clearly identified; and
- Statement that the Offeror represents, by submitting the offer, that there is no Organizational Conflict of Interest (for the prime or any known team member/Subcontractor) that would preclude the Government from awarding the Offeror the contract, and no Organizational Conflict of Interest, which would preclude the Offeror, including any and all team members, from performing the contract without a mitigation plan. If an Organizational Conflict of Interest exists, the Offeror shall clearly detail the Conflict of Interest in its proposal and propose a detailed risk mitigation plan for how the Offeror can successfully manage the risks inherent to the Organizational Conflict of Interest. The mitigation plan will be evaluated by the Government in order to determine whether the Offeror may be considered for award.

Offerors are required to enter their Representations and Certifications within the System for Award Management (SAM) website <http://www.sam.gov> and attest, within the Administrative Volume, that the SAM profile is complete.

D. EVALUATION APPROACH

The proposal will be evaluated strictly in accordance with its written content. A proposal which merely restates the requirement or states that the requirement will be met, without providing any supporting rationale, is not sufficient and will be rated **UNACCEPTABLE**. Contents of the written proposals will be evaluated to determine the degree and extent to which the requirements set forth in the RFP and PWS are satisfied. Risk relative to the proposed Technical Approach is evaluated as part of the Technical Evaluation to ascertain the degree of risk associated with the Offeror's proposed approach and the likelihood of success of the proposed approach.

1. TECHNICAL EVALUATION FACTOR

The Government will use the following criteria and approximate weightings when evaluating the Contractors' proposals:

- (a) Technical Approach Factor

- i. Successful completion of the Technical Evaluation Matrix which highlights the minimum requirements for this acquisition. The offeror is required to provide a document from a credible financial institution (as determined by VA) demonstrating they have a line of credit no less than \$30 million available to manage their operation without requiring any financing from VA in advance of the sale of the properties. VA intends to reimburse the contractor after sale of each of the thousands of properties we assign them. They will have to hold and manage and cover costs associated with the property pending submission of their reimbursement invoice after the property sells. They need to demonstrate that they have sufficient resources to cover costs pending reimbursement. (Phase I)
- ii. Understanding of the work; all features involved in solving the problems and meeting the requirements presented in the solicitation, and to the extent which uncertainties are identified and resolutions proposed; including creativity and thoroughness shown in understanding all of the objectives and tasks of the Performance Work Statement (PWS) and planned execution of the project. (Phase II/III)
- iii. Ability to address anticipated potential problem areas, creativity and feasibility of solutions to problems, future integration of new processes, and technology enhancements; whether the Offeror's methods and approach to meeting the contract requirements provide the Government with a high level of confidence of successful completion within the required schedule. (Phase II/III)
- iv. Approach to meeting all of the tasks and deliverables identified in the solicitation, to determine whether the methods and approach has adequately and completely considered, addressed and satisfied the requirements specified in the solicitation. (Phase II/III)
- v. Quality and effectiveness of the overall management plan and allocation of key personnel and resources. The currency, quality and depth of experience of proposed individuals in working on similar projects. Referenced experience must convey similarity in size, scope, and complexity. The Offeror shall submit résumés for the top 5 Key Personnel occupying a Leadership/Management positions focused on this contract (Phase II/III).
- vi. Evidence of specific methods and techniques for completing each discrete task to include such items as implementation, transition, Quality Control Plan (QCP), customer service, and training plan (Phase II/III)

2. PAST PERFORMANCE EVALUATION FACTOR

The Past Performance Approach will be evaluated based on the narrative, PPQs Attachment B, and other VA sources for quality, timeliness, and relevance (i.e., experience in providing services similar in size, scope, and complexity as described in the PWS). The VA will make determination of relevance. If no relevant past performance information is reasonably available (FAR 15.306(a)(2)(iv)), the Offeror may not be evaluated favorably or unfavorably on past performance.

3. SOCIO-ECONOMIC CONSIDERATIONS EVALUATION FACTOR

In accordance with VAAR 852.215-70, SDVOSB, and VOSB Evaluation Factors, the Government will assign full evaluation credit for an Offeror (Prime Contractor) which is a SDVOSB or VOSB. Non-

Veteran Owned Offerors proposing to subcontract 7% or more of the contract value to a SDVOSB or 12% or more of the contract value to VOSB will receive partial evaluation credit. Non-Veteran Owned Offerors that propose to subcontract less than 7% of the contract value to a SDVOSB or less than 12% of the contract value to VOSB will receive no credit. In accordance with VAAR 852.219-72, Evaluation Factor for Participation in the VA Mentor-Protégé Program, the VA will assign credit to large businesses with approved Mentor-Protégé Agreements.

4. PRICE EVALUATION FACTOR

The Government will evaluate offers by adding the total of all line item prices, including all years. Price will not be evaluated adjectivally or assigned a score. The Government will evaluate price to determine whether or not it is considered fair and reasonable. The Government will evaluate price reasonableness using price analysis techniques as prescribed in FAR 15.404-1(b). Proposed pricing will also be evaluated in accordance with FAR 15.404-1(g) to ensure balance.

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). For the purposes of the award, the Government intends to evaluate the option to extend services, provided under FAR 52.217-8, as follows: The evaluation will consider the possibility that the option can be exercised at any time, and can be exercised in increments of one to six months, but for no more than a total of six months during the life of the contract. The evaluation will assume that the prices for any option exercised under FAR 52.217-8 will be at the same rates as those in effect for that period of performance under the contract. The evaluation will therefore assume that the addition of the price or prices of any possible extension or extensions under FAR 52.217-8 to the total price for the basic requirement and the total price for the priced options has the same effect on the total price of all quotes. This evaluation will not obligate the Government to exercise any option under FAR 52.217-8.

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.

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

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

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

(2) Has a felony criminal violation under any Federal or State law within the preceding 24 months, unless the agency has considered suspension or debarment of the corporation and Suspension and

Debarment Official has made a determination that this action is not necessary to protect the interests of the Government.

(b) The Offeror represents that—

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

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

(End of Provision)

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

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

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

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

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

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

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

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

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

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

(i) In a criminal proceeding, a conviction.

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

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

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

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

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

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

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

(End of Provision)

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

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

(End of Provision)

E.5 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:

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

Mailing Address:

Department of Veterans Affairs
Acquisition Operations Service (049A3)
810 Vermont Avenue
Washington DC 20420

(a) 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.6 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.7 VAAR 852.219-71 VA MENTOR-PROTÉGÉ PROGRAM (DEC 2009)

(a) Large businesses are encouraged to participate in the VA Mentor-Protégé Program for the purpose of providing developmental assistance to eligible service-disabled veteran-owned small businesses and veteran-owned small businesses to enhance the small businesses' capabilities and increase their participation as VA prime contractors and as subcontractors.

(b) The program consists of:

- (1) Mentor firms, which are contractors capable of providing developmental assistance;
- (2) Protégé firms, which are service-disabled veteran-owned small business concerns or veteran-owned small business concerns; and
- (3) Mentor-Protégé Agreements approved by the VA Office of Small and Disadvantaged Business Utilization.

(c) Mentor participation in the program means providing business developmental assistance to aid protégés in developing the requisite expertise to effectively compete for and successfully perform VA prime contracts and subcontracts.

(d) Large business prime contractors serving as mentors in the VA Mentor-Protégé Program are eligible for an incentive for subcontracting plan credit. VA will recognize the costs incurred by a mentor firm in providing assistance to a protégé firm and apply those costs for purposes of determining whether the mentor firm attains its subcontracting plan participation goals under a VA contract. The amount of credit given to a mentor firm for these protégé developmental assistance costs shall be calculated on a dollar-

for-dollar basis and reported by the large business prime contractor via the Electronic Subcontracting Reporting System (eSRS).

(e) Contractors interested in participating in the program are encouraged to contact the VA Office of Small and Disadvantaged Business Utilization for more information.

(End of Clause)

E.8 VAAR 852.219-72 EVALUATION FACTOR FOR PARTICIPATION IN THE VA MENTOR-PROTÉGÉ PROGRAM (DEC 2009)

This solicitation contains an evaluation factor or sub-factor regarding participation in the VA Mentor-Protégé Program. In order to receive credit under the evaluation factor or sub-factor, the offeror must provide with its proposal a copy of a signed letter issued by the VA Office of Small and Disadvantaged Business Utilization approving the offeror's Mentor-Protégé Agreement.

(End of Clause)

E.9 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.10 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

<u>FAR</u> <u>Number</u>	<u>Title</u>	<u>Date</u>
52.204-16	COMMERCIAL AND GOVERNMENT ENTITY CODE REPORTING	JUL 2015

E.11 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.12 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:

Technical and past performance, when combined, are .

(b) *Options.* The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is

unacceptable if the option prices are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s).

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

(End of Provision)

E.13 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:

(10) *HUBZone small business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, as part of its offer, that—

(i) It ☐ is, ☐ is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR Part 126; and

(ii) It ☐ is, ☐ is not a joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. [The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture:_____]. Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

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

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

(i) It ☐ has, ☐ has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; and

(ii) It ☐ has, ☐ has not filed all required compliance reports.

(2) *Affirmative Action Compliance.* The offeror represents that—

(i) It ☐ has developed and has on file, ☐ has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR parts 60-1 and 60-2), or

(ii) It ☐ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) *Certification Regarding Payments to Influence Federal Transactions* (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$150,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly

employed officers or employees of the offeror to whom payments of reasonable compensation were made.

(f) *Buy American Certificate*. (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American—Supplies, is included in this solicitation.)

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of “domestic end product.” The terms “commercially available off-the-shelf (COTS) item,” “component,” “domestic end product,” “end product,” “foreign end product,” and “United States” are defined in the clause of this solicitation entitled “Buy American—Supplies.”

(2) Foreign End Products:

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

[List as necessary]

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(g)(1) *Buy American—Free Trade Agreements—Israeli Trade Act Certificate*. (Applies only if the clause at FAR 52.225-3, Buy American—Free Trade Agreements—Israeli Trade Act, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms “Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end product,” “commercially available off-the-shelf (COTS) item,” “component,” “domestic end product,” “end product,” “foreign end product,” “Free Trade Agreement country,” “Free Trade Agreement country end product,” “Israeli end product,” and “United States” are defined in the clause of this solicitation entitled “Buy American—Free Trade Agreements—Israeli Trade Act.”

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

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

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

[List as necessary]

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled “Buy American—Free Trade Agreements—Israeli Trade Act.” The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of “domestic end product.”

Other Foreign End Products:

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

[List as necessary]

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(2) *Buy American—Free Trade Agreements—Israeli Trade Act Certificate, Alternate I.* If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled “Buy American—Free Trade Agreements—Israeli Trade Act”:

Canadian End Products:

Line Item No.

[List as necessary]

(3) *Buy American—Free Trade Agreements—Israeli Trade Act Certificate, Alternate II.* If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled “Buy American—Free Trade Agreements—Israeli Trade Act”:

Canadian or Israeli End Products:

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

[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
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(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 (1)(3) through (1)(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.

(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)