

## B.1 CONTRACT ADMINISTRATION DATA

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

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

a. CONTRACTOR:

b. GOVERNMENT: Contracting Officer 36C261

Department of Veterans Affairs  
VA Sierra Pacific Network (VISN 21)  
VA Northern California HealthCare System  
5342 Dudley Blvd, Bldg 209  
McClellan CA 95652-2609

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

52.232-33, Payment by Electronic Funds Transfer—System For Award Management,  
or

52.232-36, Payment by Third Party

3. INVOICES: Invoices shall be submitted in arrears:

a. Quarterly

b. Semi-Annually

c. Other  After acceptance of services

4. GOVERNMENT INVOICE ADDRESS: All Invoices from the contractor shall be submitted electronically in accordance with VAAR Clause 852.232-72 Electronic Submission of Payment Requests.

Department of Veterans Affairs  
FMS VA-9(101) Financial Services Center  
PO Box 149971  
Austin TX 78714-9971

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

AMENDMENT NO	DATE

## Price Schedule

### Base Year: January 17, 2018 to December 31, 2018

Item	Description	Unit	Estimated Quantity	Unit Price	Total
0001	Assessment for Incumbent Officers	EA	51	\$0.00	\$0.00
0002	Assessment for New Officers	EA	36	\$0.00	\$0.00
				Base Total	\$0.00

### Option Year #1: January 1, 2019 to December 31, 2019

Item	Description	Unit	Estimated Quantity	Unit Price	Total
1001	Assessment for Incumbent Officers	EA	51	\$0.00	\$0.00
1002	Assessment for New Officers	EA	36	\$0.00	\$0.00
				OY1 Total	\$0.00

### Option Year #2: January 1, 2020 to December 31, 2020

Item	Description	Unit	Estimated Quantity	Unit Price	Total
2001	Assessment for Incumbent Officers	EA	51	\$0.00	\$0.00
2002	Assessment for New Officers	EA	36	\$0.00	\$0.00
				OY2 Total	\$0.00

### Option Year #3: January 1, 2021 to December 31, 2021

Item	Description	Unit	Estimated Quantity	Unit Price	Total
3001	Assessment for Incumbent Officers	EA	51	\$0.00	\$0.00
3002	Assessment for New Officers	EA	36	\$0.00	\$0.00
				OY3 Total	\$0.00

### Option Year #4: January 1, 2022 to December 31, 2022

Item	Description	Unit	Estimated Quantity	Unit Price	Total
4001	Assessment for Incumbent Officers	EA	51	\$0.00	\$0.00
4002	Assessment for New Officers	EA	36	\$0.00	\$0.00
				OY4 Total	\$0.00
				Grand Total	\$0.00

**Statement of Work  
Psychological Evaluation  
VA Southern Nevada Healthcare System**

**1. Background:**

VA medical facilities are protected by police officers who have arrest authority, as defined by 38 U.S.C. Chapter 9. They protect life and property on VA owned or operated land and buildings, and must regularly make decisions on the appropriate application of force, the use of a firearm, police baton, or OC spray. Applicant and incumbent VA police officers must meet certain functional requirements. In order to meet the specific behavioral functional requirements for the successful police officer, individuals must:

- a. Possess a high level of personal integrity
- b. Be able to maintain control of anger and emotions
- c. Be compassionate towards others, especially those who cannot care for themselves
- d. Be able to quickly respond to emergency situations
- e. Have respect for authority and rule of law
- f. Be emotionally able to apply physical and possibly lethal force as needed, and to recognize when such force is necessary, but in strict accordance with training and policy requirements
- g. Be able to often work independently, but within a regimented group

**2. Period of Performance**

Base Year:	January 17, 2018 to December 31, 2018
Option Year #1:	January 1, 2019 to December 31, 2019
Option Year #2:	January 1, 2020 to December 31, 2020
Option Year #3:	January 1, 2021 to December 31, 2021
Option Year #4:	January 1, 2022 to December 31, 2022

**3. General Requirements:**

- a. Contractor shall provide all required psychological assessment services for incumbent VA Police officers employed by the VA Southern Nevada Healthcare System. The psychological assessments shall be performed in accordance with the guidelines designed to determine an officer's capability of conducting designated functional requirements essential to the duties of a VA police officer and an officer's suitability to carry a firearm. The memorandum from the Deputy Assistant Secretary for Security and Law Enforcement dated April 19, 2002, titled "Psychological Assessment of Applicants for Police Officer Positions" provides the most recent guidance for police officer applicant assessments; however, guidance from this directive is also recommended for incumbent assessments. Psychological testing standards for VA Police are found in VA Directive and Handbook 0730, and VA Firearm Policy is found in Directive and Handbook 0720. See:

<http://www.va.gov/vapubs/viewPublication.asp?Pub>

Continuum of Force, Training Units, other law enforcement standards and position descriptions are also available in VA Police Units at each of the participating facilities.

- b. VA regulations require an initial psychological assessment for VA police officer applicants, which shall include a structured interview and written psychological testing. The regulations

- also require an annual psychological assessment for incumbent VA police officers, which are limited to a verbal interview covering only job related factors, unless concerns arise during the psychological evaluation. The initial and annual psychological examination of the applicant/officer's emotional and mental stability shall be performed by a psychologist with recognized expertise in performing the specifically focused exams. While not required by regulation, the ability of a contractor to conduct face to face (rather than telephone) interviews with applicants/officers within shall be a factor in this award. Police officer duties include personal encounters patients, visitors, and other employees. Encounters are often with mentally ill, irrational, or disturbed persons who, although assaultive or destructive, must be handled with understanding, full control of force, and unimpeded judgement. Any emotional or mental conditions which could cause the officer/applicant to be a hazard to others or self during stress situations and/or physical altercations will disqualify.
- c. The primary objectives of psychological screening for VA police officer applicants and incumbent police officer are to screen out emotionally unstable individuals and to identify positive psychological characteristics associated successful job performance. Emotional instability, in this context, refers to symptomatology of such severity that the individual's ability to meet the functional requirements of the position, including the carrying and use of firearms, would be impaired. A mental health diagnosis, on its own, cannot be used as a basis for a determination of instability. Suitability, in the psychological screening context, refers to personality characteristics pertinent to an individual's performance in the job and includes interpersonal skills, judgement, decision-making and integrity. The evaluating psychologist will determine, based upon his / her clinical judgement, the exact subset of dimensions to be assessed while adhering to the police officer functional requirements.

4. **Qualifications:**

- a. Personnel assigned by the Contractor to perform the services covered by this contract shall be licensed in a State, Territory, Commonwealth of the United States, or the District of Columbia. All licenses held by the personnel working on this contract shall be full and unrestricted licenses. The qualifications of such personnel shall also be subject to review by the VA Chief of Staff and approved by the VA Facility Director at the VA facilities credentialing and privileging the Contractor's psychologist(s). Personnel must have experience commensurate with their assigned responsibilities.
- b. Services shall be provided by a Psychologist(s) who has a doctorate from an American Psychological Association (APA) approved graduate program, is experienced working with adults, and is experienced in performing psychological assessments on police officers and/or police officer applicants. It is highly desirable that the Psychologist be board certified in Forensics by the American Board of Behavioral Psychology (ABBP). The Psychologist shall be a recognized expert demonstrating expertise in completing these specifically focused police officer exams.
- c. The Contractor certifies that any individual providing services under this contract.
- (1) Have no physical/mental limitations or other conditions that may adversely affect his/her ability to perform as required by this contract;

- (2) Has not had a loss, reduction, restriction, or revocation of his / her clinical privileges at any institution;
- (3) Has not, or is not currently, and is not pending any litigation for medical malpractice;
- (4) Is a member in good standing or has not had a loss of medical staff membership at or from any institution; and
- (5) Has not, or does not currently, and has pending currently no felony criminal charges against him/her.

5. **Contract Monitoring Procedures:** The VA COR (Contracting Officer's Representative) will communicate with the participating medical center Chiefs of Police to determine whether required assessments were performed as scheduled and whether all contract requirements are being met. Any incidents of contract noncompliance as evidenced by these monitoring procedures shall be forwarded immediately to the Contracting Officer.

6. **Quality Assurance:** Approximately two months after contract award, a VA psychologist will review some randomly selected cases to ensure standardization of procedures and the reliability/validity of the Contractor's results. The applicant/officer's name will be expunged from cases to ensure confidentiality. Reviews will thereafter be completed on an annual basis during the term of the contract unless required more frequently due to performance problems or complaints.

7. **JACHO and Other Special Requirements:**

- a. The Contractor will be responsible to ensure that Contractor employees providing work on this contract are fully trained and completely competent to perform the required work.
- b. Although this contract does not require JACHO accreditation or other regulatory requirements regarding worker competency, the Contractor must perform the required work in accordance with JACHO standards. The Contractor is required to provide a current performance evaluation on each psychologist providing services under this contract. The Contractor will provide current copies of the performance evaluations at the time of the contract award and annually on the anniversary date of the contract award to the VA Contracting Officer, or upon request.
- c. The VA will monitor the Contractor employees' work to ensure contract compliance.

8. **Types of Personnel Needing Assessment:**

**Incumbent Officers**

Incumbent VA Police officers must have a psychological assessment within the previous sixty days prior to being armed and an annual psychological assessment thereafter. The initial and annual psychological assessments for incumbent VA Police Officers are limited to a verbal interview by a psychologist covering only job related factors. Standardized psychological testing may be used only after a reason arises to question the employee's suitability. If during the psychological assessment, the psychologist had an articulable reason to doubt that the officer is capable of performing duties of a police officer (including the use of a firearm), he/she shall make a formal recommendation for psychological testing to the Employee Health Physician (EHP) who may approve such a recommendation and direct the

Contractor to perform appropriate psychological testing. It is recommended that the “Human Reliability Structured Interview” developed by Neil S. Hibler, Ph.D., outlined in Attachment 1 to the April 19, 2002, memorandum which is incorporated as part of this solicitation be utilized for incumbent police officers. If psychological testing of incumbent police officer is required, it is recommended that the standardized test listed in Attachment 2 to the April 19, 2002 memorandum be utilized. In assessments of incumbent police officers where mild difficulties are identified, tips for management of an officer may be provided, or a recommendation may be made for retraining, psychological counseling or for other remedial reasons.

9. **Other Requirements (Police Officers and Applicants):**

- a. This contract does not mandate the use of any specific structured interview questions or specific psychological testing instruments. The psychologist may utilize structured interview formats and/or psychological tests not identified in the April 19, 2002 memo entitled “Psychological Assessment of Applicants for Police Officer Positions” in the performance of this contract, provided the selected interview formats and/or tests are validated instruments for psychological assessments of police officers and offeror submits a written narrative as part of the technical proposal supporting the validity of the selected assessments. This memo defines criteria that should be applied in the selection of both types of assessment instruments. It is essential that the assessment process be standardized. The same set of interview questions and test battery (if applicable) shall be administered to all individuals under this contract.
- b. When psychological testing is performed, typically, at least two objective psychological tests will be administered, one normed against healthy individuals drawn from the general population to assess suitability for work as a police officer and as a second measure normed against a clinical population to evaluate significant psychological dysfunction (i.e., emotional stability). The choice of how many and which objective measures to employ are the responsibility of the evaluating psychologist; however suitability and stability must both be assessed.
- c. The Contractor will be given a two weeks’ notice for scheduling purposes and will schedule assessments in a timely manner. The exact date(s) and time(s) for performance of services for both incumbent and applicants will be coordinated between the Contractor and the Contracting Officer Representative (COR) or a VA designee.
- d. Estimated number of incumbent/applicant police officers per year needing Psychological Assessments – Structured Interviews—50
- e. Vendor will adhere to Attachment G, Fact Sheet – Police Officer Physical Examinations and Psychological Assessments from the Office of Security and Law Enforcement, dated February 7, 2005, memorandum regarding Police Officer Psychological Assessments.

10. **Report Format (Police Officers and Applicants):**

- a. Rating of police officer candidates and incumbent police officers requiring written psychological testing in addition to the verbal interview will be on the basis of the entire examination. Decisions regarding the suitability of candidates or the disposition of other personnel are entirely the prerogative and responsibility of the VA appointing authority. The

Contractor's recommendations are advisory only and are based upon the best professional judgment of the examining psychologist considering all data available at this time.

- b. The final report will provide a general description of the examining psychologist's credentials, dates of review, and a description of the interview format utilized, testing procedures (if testing was performed) and the overall results. The report must be specifically address whether the officer is competent to perform his/her duties, to include the carrying of the issued firearms. The report will conclude with one of the two findings with supportive reasoning if conclusion two below is specified:
  - (1) **RECOMMENDED:** The individual was found to have the basic psychological qualities deemed necessary for the position and to reveal no features which cause significant concern at this time.
  - (2) **NOT RECOMMENDED:** In the best professional judgment of the examiner(s), we find that this person, at this time, does not possess the psychological characteristics deemed necessary to perform the duties of the position and is not considered to be psychologically suited for that position for the reasons detailed in this report.

11. **Report Format (Fitness for Duty Examinations):**

The final medical report will provide a general description of the credentials of the examining physician, the date(s) of the examination, a narrative detailing what the examination consisted of and the corresponding findings (including any testing procedures utilized), and the overall result. The report must specifically address whether an individual is medically capable of performing the duties of their assigned position. The final reports shall be mailed to the attention of the Chief of Mental Health at 6900 North Pecos Road, N. Las Vegas, NV 89191. The COR shall be notified when the reports are sent but will not be a recipient of the reports.

## SECTION C - CONTRACT CLAUSES

### C.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

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

(End of Clause)

<u>FAR Number</u>	<u>Title</u>	<u>Date</u>
52.204-18	COMMERCIAL AND GOVERNMENT ENTITY CODE MAINTENANCE	JUL 2016
52.204-21	BASIC SAFEGUARDING OF COVERED CONTRACTOR INFORMATION SYSTEMS	JUN 2016
52.212-4	CONTRACT TERMS AND CONDITIONS—COMMERCIAL ITEMS	JAN 2017
52.224-1	PRIVACY ACT NOTIFICATION	APR 1984
52.224-2	PRIVACY ACT	APR 1984
52.232-40	PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS	DEC 2013
852.203-70	COMMERCIAL ADVERTISING	JAN 2008
852.215-70	SERVICE-DISABLED VETERAN-OWNED AND VETERAN- OWNED SMALL BUSINESS EVALUATION FACTORS	JUL 2016
852.215-71	EVALUATION FACTOR COMMITMENTS	DEC 2009
852.232-72	ELECTRONIC SUBMISSION OF PAYMENT REQUESTS	NOV 2012

### C.2 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS—COMMERCIAL ITEMS (NOV 2017)

(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) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (JAN 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(2) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (NOV 2015).

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

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

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

(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 2016) (Pub. L. 109-282) (31 U.S.C. 6101 note).

(5) [Reserved]

(6) 52.204-14, Service Contract Reporting Requirements (OCT 2016) (Pub. L. 111-117, section 743 of Div. C).

(7) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (OCT 2016) (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 (NOV 2016) (15 U.S.C. 637(d)(2) and (3)).
- (17)(i) 52.219-9, Small Business Subcontracting Plan (JAN 2017) (15 U.S.C. 637(d)(4)).
- (ii) Alternate I (NOV 2016) of 52.219-9.
- (iii) Alternate II (NOV 2016) of 52.219-9.
- (iv) Alternate III (NOV 2016) of 52.219-9.
- (v) Alternate IV (NOV 2016) 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 (JAN 2017) (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 (OCT 2016) (E.O. 13126).
- (27) 52.222-21, Prohibition of Segregated Facilities (APR 2015).
- (28) 52.222–26, Equal Opportunity (SEP 2016) (E.O. 11246).
- (29) 52.222-35, Equal Opportunity for Veterans (OCT 2015) (38 U.S.C. 4212).
- (30) 52.222-36, Equal Opportunity for Workers with Disabilities (JUL 2014) (29 U.S.C. 793).
- (31) 52.222-37, Employment Reports on Veterans (FEB 2016) (38 U.S.C. 4212).
- (32) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496).
- (33)(i) 52.222-50, Combating Trafficking in Persons (MAR 2015) (22 U.S.C. chapter 78 and E.O. 13627).
- (ii) Alternate I (MAR 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).

(34) 52.222-54, Employment Eligibility Verification (OCT 2015). (E. O. 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)

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

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

(36) 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).

(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) (i) 52.224-3, Privacy Training (JAN 2017) (5 U.S.C. 552a).

(ii) Alternate I (JAN 2017) of 52.224-3.

(46) 52.225-1, Buy American—Supplies (MAY 2014) (41 U.S.C. chapter 83).

(47)(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.

(48) 52.225-5, Trade Agreements (OCT 2016) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

(49) 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).

(50) 52.225-26, Contractors Performing Private Security Functions Outside the United States (OCT 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

(51) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

(52) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

(53) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

(54) 52.232-30, Installment Payments for Commercial Items (JAN 2017) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

(55) 52.232-33, Payment by Electronic Funds Transfer—System for Award Management (Jul 2013) (31 U.S.C. 3332).

(56) 52.232-34, Payment by Electronic Funds Transfer—Other than System for Award Management (Jul 2013) (31 U.S.C. 3332).

(57) 52.232-36, Payment by Third Party (MAY 2014) (31 U.S.C. 3332).

(58) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

(59) 52.242-5, Payments to Small Business Subcontractors (JAN 2017)(15 U.S.C. 637(d)(12)).

(60)(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) 52.222-62, Paid Sick Leave Under Executive Order 13706 (JAN 2017) (E.O. 13706).

(10) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (MAY 2014) (42 U.S.C. 1792).

(11) 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) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (JAN 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).
- (iii) 52.219-8, Utilization of Small Business Concerns (NOV 2016) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities.
- (iv) 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.
- (v) 52.222-21, Prohibition of Segregated Facilities (APR 2015).
- (vi) 52.222-26, Equal Opportunity (SEP 2016) (E.O. 11246).
- (vii) 52.222-35, Equal Opportunity for Veterans (OCT 2015) (38 U.S.C. 4212).
- (viii) 52.222-36, Equal Opportunity for Workers with Disabilities (JUL 2014) (29 U.S.C. 793).
- (ix) 52.222-37, Employment Reports on Veterans (FEB 2016) (38 U.S.C. 4212).
- (x) 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.
- (xi) 52.222-41, Service Contract Labor Standards (MAY 2014) (41 U.S.C. chapter 67).
- (xii)(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).
- (xiii) 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).
- (xiv) 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).
- (xv) 52.222-54, Employment Eligibility Verification (OCT 2015) (E. O. 12989).
- (xvi) 52.222-55, Minimum Wages Under Executive Order 13658 (DEC 2015).
- (xvii) 52.222-62 Paid Sick Leave Under Executive Order 13706 (JAN 2017) (E.O. 13706).
- (xviii)(A) 52.224-3, Privacy Training (JAN 2017) (5 U.S.C. 552a).
  - (B) Alternate I (JAN 2017) of 52.224-3.
- (xix) 52.225-26, Contractors Performing Private Security Functions Outside the United States (OCT 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

(xx) 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.

(xxi) 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 of expiration.

(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 days of expiration; 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 5 years.

(End of Clause)

### **C.5 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 Nevada. 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.6 LIMITATIONS ON SUBCONTRACTING-- MONITORING AND COMPLIANCE (JUN 2011)**

This solicitation includes FAR 52.219-6 Notice of Total Small Business Set-Aside. 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.

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

## SECTION E - SOLICITATION PROVISIONS

### E.1 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)

<u>FAR</u> <u>Number</u>	<u>Title</u>	<u>Date</u>
52.204-7	SYSTEM FOR AWARD MANAGEMENT	OCT 2016
52.204-16	COMMERCIAL AND GOVERNMENT ENTITY CODE REPORTING	JUL 2016
52.212-3	OFFEROR REPRESENTATIONS AND CERTIFICATIONS—COMMERCIAL ITEMS	NOV 2017
52.217-5	EVALUATION OF OPTIONS	JUL 1990
52.225-25	PROHIBITION ON CONTRACTING WITH ENTITIES ENGAGING IN CERTAIN ACTIVITIES OR TRANSACTIONS RELATING TO IRAN—REPRESENTATION AND CERTIFICATIONS	OCT 2015
852.270-1	REPRESENTATIVES OF CONTRACTING OFFICERS	JAN 2008