

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30				1. REQUISITION NO. 101-18-2-1977-0005		PAGE 1 OF 69	
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NO.		5. SOLICITATION NUMBER 36C10X18Q9145	
						6. SOLICITATION ISSUE DATE 07-27-2018	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME Vincent Bender (vincent.bender@va.gov)				b. TELEPHONE NO. (No Collect Calls) 240-215-0697	
						8. OFFER DUE DATE/LOCAL TIME 08-13-2018 8:00 AM EST	
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 type="checkbox"/> UNRESTRICTED OR <input checked="" type="checkbox"/> SET ASIDE: 100 % FOR: <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input checked="" type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM <input type="checkbox"/> EDWOSB <input type="checkbox"/> 8(A) NAICS: 541611 SIZE STANDARD: \$15 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 checked="" type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP	
15. DELIVER TO See B.4 Performance Work Statement (PWS) 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		18a. PAYMENT WILL BE MADE BY	
						See B.2 Invoicing Instructions	
TELEPHONE NO.		DUNS:		DUNS+4:		PHONE: FAX:	
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER				<input type="checkbox"/> 18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM			
19. ITEM NO.		20. See CONTINUATION Page SCHEDULE OF SUPPLIES/SERVICES				21. QUANTITY	
		The Department of Veterans Affairs (VA), Veterans Health Administration Homeless Program See Section B.3 Price/Cost Schedule and B.4 Performance Work Statement (PWS) for details. All quotes and questions shall be submitted in accordance with Section E below. Contract Type: Firm-Fixed Price DUNS: TIN: CAGE: IFCAP PO:				22. UNIT	
						23. UNIT PRICE	
						24. AMOUNT	
		(Use Reverse and/or Attach Additional Sheets as Necessary)					
25. ACCOUNTING AND APPROPRIATION DATA See CONTINUATION Page 101-3680152-1977-805600-2580-SP3CBPFA1						26. TOTAL AWARD AMOUNT (For Govt. Use Only)	
<input checked="" type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA						<input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.	
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA						<input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED	
<input checked="" type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>1</u> COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED						<input type="checkbox"/> 29. AWARD OF CONTRACT: REF. _____ OFFER DATED _____. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN IS ACCEPTED AS TO ITEMS:	
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)			
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) Christina Heller Contracting Officer		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 INVOICING INSTRUCTIONS.....	4
B.3 PRICE/COST SCHEDULE	6
ITEM INFORMATION	6
B.4 PERFORMANCE WORK STATEMENT (PWS).....	9
SECTION C - CONTRACT CLAUSES	33
C.1 LIMITATIONS ON SUBCONTRACTING-- MONITORING AND COMPLIANCE (JUN 2011).....	33
C.2 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS—COMMERCIAL ITEMS (JAN 2018)	33
C.3 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)	38
C.4 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000) ...	39
C.5 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)	39
C.6 VAAR 852.203-70 COMMERCIAL ADVERTISING (MAY 2018)	39
C.7 VAAR 852.219-10 VA NOTICE OF TOTAL SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS SET-ASIDE (JUL 2016)(DEVIATION).....	39
C.8 VAAR 852.232-72 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS (NOV 2012).....	40
C.9 VAAR 852.237-70 CONTRACTOR RESPONSIBILITIES (APR 1984)	41
SECTION D - CONTRACT DOCUMENTS, EXHIBITS, OR ATTACHMENTS	42
D.1 ATTACHMENT A	42
D.2 ATTACHMENT B	42
SECTION E - SOLICITATION PROVISIONS.....	43
E.1 INSTRUCTIONS	43
E.2 EVALUATION AND AWARD.....	50
E.3 52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS—COMMERCIAL ITEMS (NOV 2017)	53
E.4 52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS (JUL 2013)66	
E.5 52.209-11 REPRESENTATION BY CORPORATIONS REGARDING DELINQUENT TAX LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW (FEB 2016)	67
E.6 52.233-2 SERVICE OF PROTEST (SEP 2006).....	67
E.7 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998).....	68
E.8 VAAR 852.233-70 PROTEST CONTENT/ALTERNATIVE DISPUTE RESOLUTION (JAN 2008)	68
E.9 VAAR 852.233-71 ALTERNATE PROTEST PROCEDURE (JAN 1998).....	69
E.10 VAAR 852.270-1 REPRESENTATIVES OF CONTRACTING OFFICERS (JAN 2008)	69

SECTION B - CONTINUATION OF SF 1449 BLOCKS**B.1 CONTRACT ADMINISTRATION DATA**

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

a. CONTRACTOR: TBD

b. GOVERNMENT: Contracting Officer 36C10X
Strategic Acquisition Center - Frederick
Department of Veterans Affairs
321 Ballenger Center Drive, Suite 125
Frederick MD 21703

Contracting Officer (CO):

Christina Heller

Christina.Heller@va.gov

240-215-1719

Contracting Specialist (CS):

Vincent Bender

vincent.bender@va.gov

240-215-0697

Contracting Officer's Representative (COR):

TBD

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

AMENDMENT NO	DATE

B.2 INVOICING INSTRUCTIONS

1. **Submission** - In accordance with VAAR Clause 852.232-72 Electronic Submission of Payment Requests, all invoices shall be submitted electronically. A copy of all invoices shall be provided to the contracting POC identified in section B.1.

Tungsten (fka OB10) ELECTRONIC INVOICE SUBMISSION
FSC e-INVOICE PROGRAM THRU AUSTIN PORTAL
FSC MANDATORY ELECTRONIC INVOICE SUBMISSION FOR AUSTIN PAYMENTS

Vendor Electronic Invoice Submission Methods:

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

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

Vendor e-invoice Set-up information:

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

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

COMMUNICATIONS:

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

2. **Submission of Proper Invoice** - The following data must be included in an invoice for it to constitute a proper invoice:

- a. Name and address of the contract
- b. Invoice date and number
- c. Item number, description, quantity, unit of measure, price, extended price and a total of supplies delivered or services performed.
 - 1. Cumulative billing (per line item and total)
 - 2. Final invoices must be marked '**FINAL INVOICE**'
 - 3. Proof of supplies delivered or services performed **MUST** also be provided. Signature, printed name and title of Government receiving official and date of delivery or performance period must be included.

INVOICES THAT DO NOT COMPLY WITH THESE REQUIREMENTS SHALL BE REJECTED.

3. Contractor Remittance Address -

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

[X] 52.232-34, Payment by Electronic Funds Transfer - Other than System for Award Management

4. Invoice shall be submitted in the arrears -

- a. Other [X] Upon completion and acceptance by COR

B.3 PRICE/COST SCHEDULE ITEM INFORMATION

Base Period

ITEM NUMBER	DESCRIPTION OF SUPPLIES/SERVICES	QTY	UNIT	UNIT PRICE	AMOUNT
0001	Task 1 – Updated Contractor Project Management Plan	1	EA	\$0.00	\$0.00
0002	Task 1 – Site Visit Plan	1	EA	\$0.00	\$0.00
0003	Task 1 – Site Visit Schedule	1	EA	\$0.00	\$0.00
0004	Task 1 – Report of Proposed Actions	1	EA	\$0.00	\$0.00
0005	Task 2 – Contractor Recommendations	15	EA	\$0.00	\$0.00
0006	Task 3 - Agenda, Presentation Materials, and Talking Points	15	EA	\$0.00	\$0.00
0007	Task 3 - Written Summary of TA Topics	15	EA	\$0.00	\$0.00
0008	Task 3 - Recommendations for Program Changes	15	EA	\$0.00	\$0.00
0009	Task 3 - Survey	15	EA	\$0.00	\$0.00
0010	Task 3 – Evaluation Summary	15	EA	\$0.00	\$0.00
0011	Task 4 – Call Schedule	1	EA	\$0.00	\$0.00
0012	Task 4 – Pre-Work for Calls	12	EA	\$0.00	\$0.00
0013	Task 5 – Follow-Up Report	12	EA	\$0.00	\$0.00
0014	Task 6 – COR Monthly Progress Report	12	EA	\$0.00	\$0.00
0015	Travel – Not to Exceed	1	LOT	\$141,570.00	\$141,570.00
Base Total					

Option Period 1

ITEM NUMBER	DESCRIPTION OF SUPPLIES/SERVICES	QTY	UNIT	UNIT PRICE	AMOUNT
1001	Task 1 – Updated Contractor Project Management Plan	1	EA	\$0.00	\$0.00
1002	Task 1 – Site Visit Plan	1	EA	\$0.00	\$0.00
1003	Task 1 – Site Visit Schedule	1	EA	\$0.00	\$0.00
1004	Task 1 – Report of Proposed Actions	1	EA	\$0.00	\$0.00
1005	Task 2 – Contractor Recommendations	15	EA	\$0.00	\$0.00
1006	Task 3 - Agenda, Presentation Materials, and Talking Points	15	EA	\$0.00	\$0.00
1007	Task 3 - Written Summary of TA Topics	15	EA	\$0.00	\$0.00
1008	Task 3 - Recommendations for Program Changes	15	EA	\$0.00	\$0.00
1009	Task 3 - Survey	15	EA	\$0.00	\$0.00
1010	Task 3 – Evaluation Summary	15	EA	\$0.00	\$0.00
1011	Task 4 – Call Schedule	1	EA	\$0.00	\$0.00
1012	Task 4 – Pre-Work for Calls	12	EA	\$0.00	\$0.00
1013	Task 5 – Follow-Up Report	12	EA	\$0.00	\$0.00
1014	Task 6 – COR Monthly Progress Report	12	EA	\$0.00	\$0.00
1015	Travel – Not to Exceed	1	LOT	\$155,727.00	\$155,727.00
				Option 1 Total	_____

Option Period 2

ITEM NUMBER	DESCRIPTION OF SUPPLIES/SERVICES	QTY	UNIT	UNIT PRICE	AMOUNT
2001	Task 1 – Updated Contractor Project Management Plan	1	EA	\$0.00	\$0.00
2002	Task 1 – Site Visit Plan	1	EA	\$0.00	\$0.00
2003	Task 1 – Site Visit Schedule	1	EA	\$0.00	\$0.00
2004	Task 1 – Report of Proposed Actions	1	EA	\$0.00	\$0.00
2005	Task 2 – Contractor Recommendations	15	EA	\$0.00	\$0.00
2006	Task 3 - Agenda, Presentation Materials, and Talking Points	15	EA	\$0.00	\$0.00
2007	Task 3 - Written Summary of TA Topics	15	EA	\$0.00	\$0.00
2008	Task 3 - Recommendations for Program Changes	15	EA	\$0.00	\$0.00
2009	Task 3 - Survey	15	EA	\$0.00	\$0.00
2010	Task 3 – Evaluation Summary	15	EA	\$0.00	\$0.00
2011	Task 4 – Call Schedule	1	EA	\$0.00	\$0.00
2012	Task 4 – Pre-Work for Calls	12	EA	\$0.00	\$0.00
2013	Task 5 – Follow-Up Report	12	EA	\$0.00	\$0.00
2014	Task 6 – COR Monthly Progress Report	12	EA	\$0.00	\$0.00
2015	Travel – Not to Exceed	1	LOT	\$171,300.00	\$171,300.00
				Option 2 Total	_____
				GRAND TOTAL	_____

B.4 PERFORMANCE WORK STATEMENT (PWS)

The Department of Veterans Affairs (VA)
Veterans Health Administration (VHA) Homeless Program
Housing and Urban Development-Veterans Affairs Supportive Housing (HUD-VASH) Project –Based Vouchers (PBV) Technical Assistance (TA)

1. BACKGROUND

In November of 2009, the Secretary of VA (Secretary Shinseki) announced the plan to end homelessness among Veterans. The following June of 2010, Opening Doors, the Federal Strategic Plan to Prevent and End Homelessness was also announced to end Veteran homelessness. Both plans include provisions for affordable housing and the use of permanent supportive housing using a Housing First approach as a part of the primary solution. This plan is also designed to address gaps in the use of Evidence-Based Practices (EBPs) in homeless services provision, such as Critical Time Intervention (CTI), Assertive Community Treatment (ACT), Motivational Interviewing (MI), and Trauma-Informed Care. These approaches are key in ensuring access for many chronically and vulnerable homeless Veterans who are often lost to care. This contract is in direct support of meeting the goal of ending Veteran homelessness by ensuring that staff working with project-based Housing and Urban Development-Veterans Affairs Supportive Housing (HUD-VASH) have the available resources to provide the best possible care to chronically and vulnerable homeless Veterans. Through HUD-VASH, VA provides case management services to Veterans and facilitates their placement into subsidized housing through the Housing Choice Voucher program administered by HUD. VA's goals and objectives for this program include housing placement and the provision of supportive services designed to enhance the housing stability and independent living skills of homeless Veteran families occupying permanent housing nationwide. At a minimum, VA case management staff working in HUD-VASH is expected to provide the following supportive services to program participants: housing placement services, case management services, assistance in obtaining VA benefits, and assistance in obtaining and coordinating other public benefits in order to obtain and sustain permanent housing. HUD-VASH case managers are expected to assess each Veteran's acuity and engage Veterans regarding needed clinical services, which may require progressive engagement.

Project-based HUD-VASH vouchers are a component of HUD's Housing Choice Voucher program. The voucher is associated with the rental unit, and does not move with a Veteran when he or she moves to a new unit. The VA has supported the development of project-based HUD-VASH to guarantee housing stock, address the needs of specialized populations, such as Veterans with chronic mental illness, substance use disorder, and chronic health problems that may benefit from a more communal environment, additional case management, and supportive services that are available with multiple HUD-VASH participants living in one location.

2. SCOPE OF WORK

Contractor staff will be identified who shall assist VA with training, implementation, and dissemination of EBPs in project based HUD-VASH settings. The delivery of community-based case management and supportive services will support the VA's continued transition to the Housing First model of addressing homelessness by providing support to first house Veterans and then combine housing with supportive services, employment, and treatment.

The Contractor shall be expected to provide VA medical center (VAMC) HUD-VASH project-based staff with training on case management services, providing a detailed overview of best practices in community based case management. Interventions are also focused on addressing threats to housing stability and on achieving personal goals. The technical assistance provided should be designed to promote VA staffs' proficiency in delivering services that will enhance the housing stability of Veterans served by the HUD-VASH project-based vouchers. In addition, training will help participants employ CTI techniques designed to prevent homelessness among Veterans who have severe mental illness and histories of homelessness. This is a time-limited intervention that bridges the gap in services during transition from homelessness to permanent housing and full community integration. Technical assistance will focus on how the provision of community based case management in a tenant-based HUD-VASH program differs from that in a project-based one, as well as emphasize the importance of social integration that is often critical for the success of Veterans in HUD-VASH. Training objectives will be consistent with HUD-VASH program goals. Contract staff will travel to each of the medical center sites as identified by VHA. It is intended that this training will be consultative rather than evaluative.

The selected Contractor must have experience managing a national project of this scope; demonstrated knowledge of VHA homeless programs, demonstrated experience in networking with federal, state, and community providers; experience with specialized homeless Veteran populations such as Veterans in rural communities and chronically homeless Veterans; experience with assisting homeless individuals gain competitive employment; experience with community-based housing programs; and experience with project-based housing case management and how it differs from community-based housing programs. In addition, the Contractor must have demonstrated experience guiding agency transformation resulting in improved integration of clinical care and supportive services. The Contractor shall be a professional advisory services agency, whose mission is to translate research into transformative human services toward the goal of finding solutions to society's most difficult social problems such as homelessness, mental illness, and substance use. The Contractor shall employ skilled clinicians, researchers, writers, trainers, and advocates that can translate the newest research into real-world tools, training, and technical assistance. They shall have a history of work with clients in Government, business, and the social services who required training via in-person, and through remote capabilities, such as web-based solutions and innovative products that are practical, accessible, and adaptable to any homeless service setting.

The Contractor shall have experience in and be capable of performing the following:

- Experience managing a national project of this scope;
- Demonstrated knowledge of VHA homeless programs;
- Develop Web-based training available on the VA's network;
- Create program materials including a manual and educational materials to support use of the web-based application;
- Provide site-based technical assistance;
- Provide technical assistance to project-based HUD-VASH sites as requested;
- Work with VA staff, community providers, and other stakeholders to identify barriers to successful application to benefits for eligible Veterans;
- Demonstrated experience guiding agency transformation resulting in improved integration of services and clinical care;
- Demonstrated knowledge of community resources and experience creating linkages with these resources;
- Demonstrated knowledge of project-based housing and the specialized supportive services that are needed to support the success of this type of housing;
- Experience in networking with federal, state, and community agencies and employers;
- Demonstrated ability to communicate program milestones and progress both orally and in writing;
- Extensive experience with specialized homeless Veteran populations such as Female Veterans, OEF/OIF/OND Veterans, elderly Veterans, Veterans in rural communities, Veterans with substance use disorders, and chronically homeless Veterans.

3. PERFORMANCE PERIOD

The period of performance shall be 12 months from date of award, including two 12-month option periods, should it be determined that it's in the best interest of the Government to exercise them.

4. PLACE OF PERFORMANCE

Contract performance will be conducted at any of the selected 152 VA Medical Center facilities.

(NOTE: The VA estimates up to 15 on-site analyses, 15 site visits, and up to 7 follow up visits, per year, see Travel)

5. TYPE OF CONTRACT

This is a Firm-Fixed Price task order.

6. SPECIFIC TASKS AND DELIVERABLES

A. Tasks and Associated Deliverables

Any references to a quantity of days appearing in the Performance Work Statement (PWS) shall represent calendar days unless specified otherwise. The Contractor shall perform the following:

Task 1: Project Management

Kick-off Meeting/ Contractor Project Management Plan (CPMP)

The Contractor shall coordinate with the Contracting Officer's Representative (COR) within five business days from date of award to schedule a Project Kick-Off Meeting with the VA Project Manager (PM) and project advisory group comprised of key stakeholders and subject matter experts (SMEs) to be identified by the VA PMs. During the kick off meeting there will be a discussion of the updates required associated with the CPMP.

The Updated CPMP shall include a tentative assignment of Contractor staff to the VAMC sites (i.e., staffing plan) and a schedule for the initial site visits with homeless program staff. A pre-visit plan is also required, which will include a list of local VHA homeless programs, expected participants, a schedule of meetings with individual program staff, and a preliminary list of available competitive employment services and resources. The final staffing plan, site visit plan and site visit schedule are due 30 days from the date of award.

Task 1 Deliverables

- 1.1 Updated Contractor Project Management Plan
- 1.2 Site Visit Plan
- 1.3 Site Visit Schedule
- 1.4 One Report of proposed actions with all elements included

Task 2: In Person Analysis

The Contractor shall conduct an on-site analysis at each identified PBV site with an emphasis on the implementation of case management and supportive services in a project-based HUD-VASH setting, Housing First, to what extent there are clearly defined roles and responsibilities, and integration of property management and clinical services.

Please note: Housing First is an evidence-based clinical practice that centers on rapid housing for homeless people with high service needs, and then provides case management and supportive services to sustain housing. What differentiates a Housing First approach from other strategies is that there is an immediate and primary focus on helping individuals and families quickly access and sustain permanent housing.

Task 2 Deliverables

- a. The Contractor shall provide recommendations to be included at each site on the implementation and provision of case management and supportive services in a project-based HUD-VASH setting; the implementation of Housing First in a project-based HUD-VASH setting; the definition of roles and responsibilities for the clinical and property management staff; and the integration of property management and clinical services. This will include the implementation of the principles of Housing First in a project-based setting; the role of suicide prevention for clinicians and non-clinicians; how the provision of case management differs in a project-based setting given the focus on higher acuity, higher need Veterans; how to define roles and responsibilities; and how team structure may differ in a project-based setting. There will be one report per site (15 sites) with different sections for individual program recommendations.

Task 3: Site-Based Technical Assistance:

The Contractor will develop specific housing case management and property management/service team collaboration approaches for sites that require intensive targeted assistance to address service delivery barriers. VA does not have authority over the property managers, so collaborative approaches will be dependent on the extent that the property management company wishes to participate. However, if there are non-VA service providers that are also working with Veterans in the project-based settings, they should be invited to participate in all parts of this contact, from the analysis to follow-up. These sites will all be project-based HUD-VASH and may have specialized populations such as Veterans with chronic mental illness, substance use disorder, and/or chronic health conditions.

Topics for site-based technical assistance may include any or all of the following:

- Overview of Housing First and how project-based HUD-VASH should apply principles of the model
- Overview of Critical Time Intervention (CTI) and how it can be applied to various homeless programs
- How to work with active substance users
- Suicide prevention, including the role of non-clinicians
- Motivational Interviewing to increase engagement in employment services
- How to successfully work with Veterans being served concurrently in multiple homeless programs
- Coordination and communication across all providers, including clinical staff and property management, to best meet Veteran needs
- Coordination and communication with the larger VA system to best advocate for the needs of homeless Veterans
- Collaboration with the community to best meet Veteran needs
- Service delivery plans for specific targeted populations
- Outreach and engagement plans for Veterans coming into and currently admitted to project-based HUD-VASH
- Development of a Tenant Selection Plan
- Development of a Tenant Leadership Plan

- Development of a coordinated management plan that includes the clinical staff, community service providers, and property management
- Development of operating policies and procedures between clinical staff, service providers, and property management

Task 3: Deliverables:

- a. The Contractor shall provide site-based technical assistance for up to 15 project-based HUD-VASH sites to ensure that the provision of case management is adequate to meet the needs of the Veterans being served.
- b. At least 15 business days prior to the site-based technical assistance, the Contractor will provide a detailed agenda, any presentation materials, and talking points. All site-based technical assistance is expected to be tailored to the needs identified during the in-person analysis already conducted.
- c. Within 15 business days, the Contractor will provide a written report of the technical assistance provided specifically as it relates to the development of specific housing case management and property management/service team collaboration to address service delivery barriers. The written report shall provide a summary of the technical assistance topics addressed, how they were addressed, and suggested improvements.
- d. The Contractor shall develop recommendations for program changes based on feedback from participants in the technical assistance. Recommendations will be made in writing and cite identified program needs and/or deficiencies.
- e. The Contractor shall administer an evaluation survey for the site-based technical assistance that includes the following parameters.
 - Questions on Participant satisfaction – on a scale from Strongly Agree to Strongly Disagree.
 - Questions concerning content - Fair and Unbiased
 - Questions on how participant was notified about the learning activity
 - Questions on how much was learned as a result of participation in the activity
 - Questions on if you feel you can be successful applying what you learned from this activity
 - Questions on what was most useful about the activity
 - Questions on what was least useful about the activity
 - Questions on how this activity can be improved to make it more relevant to your job
- f. The Contractor shall provide a summary of the survey results with the written report for the site-based technical assistance.

Task 4: Project-Based HUD-VASH Voucher Calls

The Contractor shall provide HUD-VASH project-based staff, and community partners and property managers to the extent they wish to participate, with a monthly call providing a detailed overview of best practices in project-based housing case management and retention. Best practices may include, but are not limited to, staffing models, provision of case management, application of Housing First principles, crisis management, social integration, and employment. In addition, the calls will help participants learn techniques designed to prevent seriously mentally ill Veterans from becoming homeless again as they transition from homelessness to permanent housing. It is important to know that some HUD-VASH project-based staff may work with scattered-site projects, while others may work with single-site so calls should address the differences between these two types of project-based housing and how clinical case management may differ. The assistance provided in the delivery of these calls should be designed to promote VA staffs' proficiency in delivering services to Veterans in project-based housing that will enhance housing stability. All web-based trainings must be 508 compliant.

- a. The Contractor shall provide virtual training to all HUD-VASH project-based staff, and community partners and property managers to the extent they wish to participate.
- b. The web-based training will occur on a monthly basis and will be available through the Adobe Connect/VA Employee Education Series (EES) process. The Contractor shall meet all EES development requirements for Continuing Education Unit (CEU) cred and will work with a VA accreditation team.
- c. The Contracted shall host up to 12 web-based training on the provision of project-based HUD-VASH case management. Content may include, but is not limited to:
 - Safety in the Field
 - Suicide Prevention
 - Team Structure
 - Working with community partners and property managers
 - Sustainment in HUD-VASH
 - Housing First

Task 4: Deliverables:

- a. The Contractor shall be responsible for planning and coordinating all pre-work requirements (purpose statement, target audience, outcome and objectives, pre-test and post-test items, learning objectives, etc.) and responses to questions/follow up actions after each event.
- b. The Contractor shall work with VA staff to identify appropriate times and dates, preparing handouts and materials, and providing all needed documentation to EES including Disclosure forms, Consent to Use Picture and/or Voice (VA10-3203), brief bio to be read as introduction, and CV or resume meeting the

accreditation requirement to demonstrate the appropriate background and/or expertise.

- c. The contractor shall conduct 12 webinars on project-based HUD-VASH best practices and other relevant topics approved by VA.

Task 5: Follow-Up Visits

During the base year of performance, Contractor shall provide one follow-up visit to selected sites six months after the technical assistance visit to assess progress with specialized project-based case management services as well as integration of collaborative services between the case management team and the property management team.

Schedule visits with HUD-VASH project-based staff at each medical center where training and consultation were previously provided.

- Meet with all staff involved in HUD-VASH project-based services and property management.
- Review implementation of Outreach and engagement plans for Veterans coming into and currently admitted to project-based HUD-VASH.
- Review implementation of service delivery plans for specific targeted populations.
- Review implementation of a Tenant Selection Plan.
- Review implementation of a Tenant Leadership Plan.
- Review implementation of Housing First principles.
- Review the implementation of suicide prevention practices for clinical and non-clinical providers.
- Review implementation of a coordinated management plan that includes the clinical staff, community service providers, and property management to the extent that community service providers and property managers are willing to participate.
- Review implementation of operating policies and procedures between clinical staff, service providers, and property management to the extent that community service providers and property managers are willing to participate.
- Document improvements.
- Provide written site-specific recommendations for further improvements in the provision of case management, supportive services, and integrated property management to Veterans in project-based HUD-VASH.

During the Option Period, all sites having been identified as likely to benefit from additional in-person training will receive one site visit followed by mentoring phone calls or web-based meetings.

Task 5 Deliverables:

- a. Written follow-up report for each site visited, documenting level of implementation of the plan outlined and any outstanding recommendations.

Task 6: Documentation and Contractor Status Reports

Contractor shall provide a written project summary which documents all training, education and mentoring activities as described above. The final report will be completed in close collaboration with designated homeless program office (HPO) staff.

The Contractor shall be responsible for providing VA with documentation demonstrating that technical assistance objectives are being met throughout the contract period. VA intends to conduct both periodic fiscal and performance reviews of the selected Contractor.

Contractor services documentation shall include the following information:

- The VAMC names and locations of training sites;
- Names of all staff who participated in planning, mentoring and consultation services;
- Dates mentoring and consultation services were provided;
- Specific mentoring and consultation services provided;
- Names and titles of additional VAMC staff who participated in mentoring and consultation services;
- Number of in-person and phone contacts made with non-VA employment programs and resources increase available services for homeless Veterans;
- Dates of follow-up mentoring calls and name(s) of staff receiving consultation;
- Recommended follow up steps for the homeless services continuum at the medical facility based on mentoring and consultation services.
- Summary of identified best practices or promising practices at the medical facility.

Task 6 Deliverables:

The Contractor shall be responsible for submitting monthly status reports describing activities completed to date and immediate next steps.

- a. The Contractor is required to provide the COR monthly written progress reports, these are due to the COR by the second workday following the end of each calendar month throughout the project's duration.
- b. The progress reports must cover all work completed during the preceding month and must present the work to be accomplished during the subsequent month. The report will also identify any problems that arose during that period and will include a statement explaining how the problems were resolved. The report must also identify any problems that have arisen but have not been completely resolved and include an explanation/resolution.
- c. Written Project Summary

7. DELIVERABLES

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

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

The Contractor shall provide the specific deliverables described below within the performance period stated in this PWS. Where a written milestone deliverable is required in draft form, the VA Program Manager will complete a review of the draft deliverable and provide feedback within ten business days from date of receipt, unless otherwise specified. If feedback is not received within this window, the Contractor shall contact the COR to verify receipt of the draft deliverable and request this feedback in order to address concerns and prepare the final deliverable. The VA Program Manager will provide approval for each final deliverable, or rejection of the final deliverable with summary reasons, in writing within five business days. Following notification of Government rejection, the Contractor has five days to resubmit the revised deliverable.

A. Schedule of Deliverables

All written deliverables and work products shall be phrased in layperson language. Statistical and other technical terminology shall not be used without providing a glossary of terms. All deliverables, including reports, white papers, memos, and meeting notes shall be within acceptable professional standards. All deliverables shall be well-written, have a proper layout, and be professional in quality. Deliverables pertaining to acquisitions shall be thoroughly researched utilizing documents from professional and trade journals when applicable.

All deliverables listed in the Schedule of Deliverables are draft deliverables and shall be submitted to and accepted by the COR for invoicing before completion of the final deliverable. The VA Project Manager (PM) or designated VA manager will concur with the content of the deliverable and notify the COR of concurrence prior to the COR accepting the deliverable for invoicing. Unless otherwise stated, the VA will complete its review of the first draft of a deliverable within seven business days from date of receipt. If the VA does not provide comments to the first draft within seven business days, then the deliverable will be accepted for invoicing.

Counting of business days starts on the business day following the due date; if a business day falls on a federal holiday as published on the Office of Personnel Management (OPM) website, then the following business day is used. The COR will track the dates of all deliverable submissions. The Contractor shall not invoice a

deliverable until email confirmation from the COR accepting the deliverable has been provided.

If a deliverable listed in the Schedule of Deliverables is rejected by the VA PM or designated manager for quality issues, then the VA PM or designated manager must notify the COR of the reason(s) for rejection. Then the COR must state in writing to the Contractor the reason(s) for rejection.

Task	Deliverable	Quantity (per deliverable)	Delivery Date (per deliverable)
1. Project Management	1.1 Updated Contractor Project Management Plan	1; electronic copy	Due one week after award
	1.2 Site Visit Plan	1; electronic copy	Due 10 business days after award
	1.3 Site Visit Schedule	1; electronic copy	Due 20 business days after award
	1.4 Report of Proposed Actions	1; electronic copy	Due 30 business days after award
2. In-Person Analysis	1. Contractor Recommendations	15; electronic copy	Due 10 business days after site visit
3. Site-Based Technical Assistance	1. Agenda, presentation materials, and talking points.	15; electronic copy	15 business days prior to TA
	2. Written summary of TA topics, how they were addressed, and suggested improvements after TA.	15; electronic copy	15 business days after TA
	3. Recommendations for program changes.	15; electronic copy	15 business days after TA
	4. Conduct Survey	15; electronic copy	5 business days after TA
	5. Evaluation Survey Summary	15; electronic copy	15 business days after TA

4. Project-Based HUD-VASH Voucher Calls	1. Call Schedule	1; electronic	Within 10 business days of award
	2. Pre-Work for Calls	12; electronic	3 weeks prior to call
5. Follow Up Visits	1. Follow-Up Report	12; electronic	15 business days after visit
6. Documentation and Contractor Status Reports	1. COR Monthly Written Progress Reports	12; electronic	2 nd workday following end of each calendar month

8. PERFORMANCE REQUIREMENTS SURVEILLANCE

A. Method and Distribution of Deliverables

The Contractor shall deliver documentation in electronic format, unless otherwise directed in Section B of the solicitation/contract. Acceptable electronic media include MS Word 2000/2003/2007/2010, MS Excel 2000/2003/2007/2010, MS PowerPoint 2000/2003/2007/2010, MS Project 2000/2003/2007/2010, MS Access 2000/2003/2007/2010, MS Visio 2000/2002/2003/2007/2010, AutoCAD 2002/2004/2007/2010, and Adobe Postscript Data Format (PDF).

File Packaging: Do not compress (zip) files. VA Network Security Operations Center (NSOC) has temporarily blocked email attachments with the “.zip” extension as a mitigation measure against the ongoing world-wide ransomware event impacting many organizations. During this time, .zip file extensions will be permanently stripped from email traffic, and will not be recoverable. Due to VA email file size restrictions, the contractor is encouraged to logically separate deliverables into separate emails. If this is necessary, the contractor should attempt to contain complete deliverables within single email transmissions (and not split deliverables). The Contractor is encouraged to review and ensure that sufficient bandwidth is available on their end of the transmission.

9. CONTRACT SURVEILLANCE

The COR will be identified by separate letter. The COR monitors all technical aspects of the contract and assists in contract administration. The COR is authorized to perform the following functions:

- a) Ensure that the Contractor performs the technical requirements of the contract;
- b) Perform inspections necessary in connection with contract performance;
- c) Maintain written and oral communications with the Contractor concerning technical aspects of the contract;
- d) Issue written interpretations of technical requirements, including Government drawings, designs, specifications;
- e) Monitor Contractor's performance and notifies both the Contracting Officer and Contractor of any deficiencies; and,
- f) Coordinate availability of Government furnished property, and provide site entry of Contractor personnel.

A letter of designation issued to the COR, a copy of which is sent to the Contractor, states the responsibilities and limitations of the COR, especially with regard to changes in cost or price, estimates or changes in delivery dates. The COR is not authorized to change any of the terms and conditions of the resulting order.

10. GOVERNMENT FURNISHED INFORMATION (GFI):

The GFI required in the performance of this PWS are email addresses of potential survey respondents that the COR will provide to the Contractor.

11. GOVERNMENT FURNISHED EQUIPMENT (GFE):

The Government will provide the facilities and necessary equipment (computer and projection system) for the work to be performed at the Government site.

12. CHANGES TO THE PERFORMANCE WORK STATEMENT

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

13. TRAVEL

VA estimates that up to 37 official overnight travel trips (from the Contractor's location), each up to five business days, will be required to be completed by the Contractor. The site-based technical assistance that the Contractor is expected to provide will be conducted in several locations nationwide. The exact locations, at which technical assistance and other activities will occur, **will** be determined once an award is made.

Costs incurred by Contractor personnel for official company business in performance of this contract are allowable, subject to the limitations contained in FAR 31.205-46. All travel must be performed in accordance with Federal Travel Regulations (FTR) and the limitation of funds (not to exceed amounts) specified in this contract. Reimbursement of travel costs, to include per diem, shall not exceed the rates and conditions of reimbursement set forth in the FTR and will be reimbursed based on actual expenses (receipts must be provided). Government per diem rates can be found on the website at www.gsa.gov. All travel requires Government approval/authorization and notification to the COR. Local travel within a 50-mile radius from the Contractor's facility is considered the local cost of doing business and will not be reimbursed. This includes travel, subsistence, and associated labor charges for travel time. Travel performed for personal convenience and daily travel to and from work at the Contractor's facility will not be reimbursed.

The Contractor shall process invoices in accordance with Section B.2 of the solicitation.

14. PERSONNEL

The Contractor shall assign to this contract personnel that by education and training (and, when required, certification or licensure) are qualified to provide the services as denoted in the PWS. The Contractor must identify each labor category to be utilized for each specified CLIN for this effort and provide a description of the skills and experience required per labor category, along with resumes.

1. During the first ninety (90) calendar days of performance, The Contractor shall make NO substitutions of key personnel unless the substitution is necessitated by illness, death, or termination of employment. The Contractor shall notify the Contracting Officer, in writing, within 15 calendar days after the occurrence of any of these events and provide the information required by paragraph (3) below. After the initial ninety (90) calendar days period of the contract, the Contractor shall submit the information required by paragraph (3) to the Contracting Officer at least fifteen (15) calendar days prior to making any permanent substitutions.

2. The Contractor shall provide a detailed explanation of the circumstances necessitating the proposed substitutions, complete resumes for the proposed substitutes, and any additional information requested by the Contracting Officer. Proposed substitutes shall have comparable qualifications to those of the persons being replaced. The Contracting Officer shall notify the Contractor within fifteen (15) calendar days after receipt of all required information of the decisions on the proposed substitutes.

3. For temporary substitutions where the key person will not be reporting to work for three (3) consecutive work days or more, the Contractor shall provide a qualified replacement for the key person. This substitute shall have comparable qualifications to the key person.

4. Contractor is to have a contingency plan in place to be utilized if personnel leave Contractor's employment or are unable to continue performance in accordance with the terms and conditions of the resulting contract.

5. The Government reserves the right to refuse acceptance of Contractor if personal or professional conduct jeopardizes patient care or interferes with the regular and ordinary operation of the facility. Breaches of conduct include intoxication or debilitation resulting from drug use, theft, patient abuse, dereliction or negligence in performing directed tasks, or other conduct resulting in formal complaints by patients or other staff members to designated Government representatives. Standards for conduct shall mirror those prescribed by current federal personnel regulations. The Contractor and Contracting Officer's Representative shall deal with issues concerning Contractor personnel conduct. The final arbiter on questions of acceptability is the Contracting Officer.

6. The Contracting Officer will resolve complaints concerning Contractor relations with the Government employees or patients. The Contracting Officer is the final authority on validating complaints. In the event that the Contractor is involved and named in a validated patient complaint, the Government reserves the right to refuse acceptance of

the services of such personnel. This does not preclude refusal in the event of incidents involving physical or verbal abuse.

A. HHS/OIG

To ensure that the individuals providing services under the contract have not engaged in fraud or abuse regarding Sections 1128 and 1128A of the Social Security Act regarding federal health care programs, the Contractor is required to check the Health and Human Services – Office of Inspector General, List of excluded individuals/entities on the OIG website (www.hhs.gov/oig) for each person providing services under the contract. Further the Contractor is required to certify in its proposal that all persons listed in the Contractor's proposal have been compared against the OIG list and are not listed. During the performance of this contract the Contractor is prohibited from using any individual or business listed on the List of Excluded Individual/Entities.

B. Qualifications

1. The Contractor shall assign to this contract personnel that by education and training (and, when required, certification or licensure) are qualified to provide services IAW this PWS (see Section 15.2 Key Personnel).
2. The qualifications of such personnel shall also be subject to review by the Program Office.
3. The presenters of the training materials to the PM designated audiences shall be licensed clinical professionals.

C. Government Responsibilities

The Government will assure that the Contractor has access to reference materials, program documentation and VA websites as appropriate.

D. Work Hours

Contractor shall provide services covered by this contract as defined herein. The following terms have the following meaning:

1. Contracted services shall be provided for during normal working hours (Monday through Friday, 8:00 a.m. to 4:30 p.m., excluding holidays) at intervals that are mutually agreeable to the Contractor, the Program Office and the prospective applicants.
2. Federal Holidays: The Federal Holidays observed by the Federal Government are:

New Year's Day	January 1
Martin Luther King, Jr.'s Birthday	Third Monday in January
Presidents Day	Third Monday in January
Memorial Day	Last Monday in May
Independence Day	July 4th
Labor Day	First Monday in September

Columbus Day
Veterans Day
Thanksgiving Day
Christmas Day

Second Monday in October
November 11
Fourth Thursday in November
December 25th

When one (1) of the holidays fall on Sunday, the following Monday shall be observed as a Federal Holiday. When a holiday falls on a Saturday, the preceding Friday shall be observed as a Federal Holiday by U.S. Government Agencies. Also included would be any day specifically declared by the President of the United States of America as a Federal Holiday.

E. Tort Claims

Contractor employees are not covered by the Federal Tort Claims Act. When a Contractor employee has been identified as a provider in a tort claim, the Contractor employee is responsible for notifying the Contractor's legal counsel and/or insurance carrier. Any settlement or judgment arising from a Contractor employee's action or non-action is the responsibility of the Contractor and/or insurance carrier.

F. Personnel Policy

The Contractor shall assume full responsibility for the protection of its personnel furnishing services under this contract. To carry this out the Contractor shall provide the following for these personnel:

Worker's compensation
Professional liability insurance
Health examinations
Income tax withholding, and
Social Security payments

G. Management, Supervision and Training

1. Contracted agency shall be responsible for supervising the daily services provided under this contract.
2. The contracted agency shall have written policies and procedures regarding staff credentials.

H. Record Keeping

1. The Program Office will establish and maintain a record keeping system that will record the services performed by the Contractor's employee(s). Any incidents of Contractor non-compliance as evidenced by the monitoring procedure will be forwarded immediately to the Contracting Officer.
2. Documentation of services performed will be reviewed prior to certifying payment. The Program Office will pay for services actually performed and in strict accordance with Schedule of Supplies/Services above. Contract monitoring and record-keeping

procedures shall be sufficient to ensure proper payment and allow audit verification that services were provided.

I. HIPPA Compliance

Contractor and any subcontractors must adhere to the provisions of Public Law 104-191, Health Insurance Portability and Accountability Act (HIPAA) of 1996. This includes both Privacy and Security Rules published by the Department of Health and Human Services (HHS). As required by HIPAA, HHS has promulgated rules governing the use and disclosure of protected health information by covered entities. The covered entity component of VA is the Veterans Health Administration (VHA). In accordance with HIPAA, the Contractor may be required to enter into a Business Associate Agreement (BAA) with VHA.

J. Confidentiality

Hereby removed, Contractor will not have access to PHI. The Contractor will not have access to any Veteran PII or any other VA sensitive data. The C&A requirements do not apply, and a Security Accreditation Package is not required.

K. Compliance with Applicable Laws and Regulations

The Contractor shall ensure that services provided to the Government under this task order comply with all applicable laws, statutes, regulations, and guidelines that govern the operation of systems by the Government. The Contractor shall also ensure that all services provided to the Government under this task order comply with all Government mandated procedures, standards, and requirements.

As the Government develops and implements new or modified policies and procedures either to comply with internal agency rules and procedures or to comply with applicable rules, regulations, statutes, or other binding obligations ("Additional Compliance Terms"), the Government reserves the right to incorporate such Additional Compliance Terms into this task order. The Contractor hereby acknowledges and agrees that such Additional Compliance Terms shall become part of this task order. The Government shall provide the Contractor with prior written notice via bi-lateral modification regarding the date by which the Contractor shall comply with each set of Additional Compliance Terms ("Compliance Date"). Failure to comply with the Additional Compliance Terms prior to the Compliance Date shall be cause for the Government to immediately terminate this task order. In the event that the Government terminates this task order because of the Contractor's failure to comply with Additional Compliance Terms by the Compliance Date, the Contractor shall be liable for such reasonable costs as may be associated with the Government's efforts to procure a replacement Contractor and associated systems and services.

L. Notices

Contractor shall, in writing, keep the Contracting Officer informed of any unusual circumstances in conjunction with the contract.

M. Contracting Officer's Representative (COR)

VA will provide the Contractor with the name, title, and telephone number of the COR at the time of contract award under separate document. The COR will be the VA official responsible for verifying contract performance.

In no event is the COR empowered to change any of the terms and conditions of the contract. All changes, to any section of this contract, will be made only by the CO pursuant to a properly executed modification. The types of actions within the purview of the COR's authority are to ensure that the Contractor performs the technical requirements of the contract, and to notify the CO of any deficiencies observed. A Letter of Designation will be issued to the COR and a copy will be sent to the Contractor setting forth in full the responsibilities and limitations of the COR.

N. Contract Administration Data

The Contracting Officer is the only person authorized to approve changes or modify any of the requirements of this contract. The Contractor shall communicate with the Contracting Officer on all matters pertaining to contract administration. Only the Contracting Officer is authorized to make commitments or issue changes that shall affect price, quantity or quality of performance of this contract.

The COR will be responsible for the overall technical administration of this contract as outlined in the COR Delegation of Authority.

IN THE EVENT THE CONTRACTOR AFFECTS ANY SUCH CHANGE AT THE DIRECTION OF ANY PERSON OTHER THAN THE CONTRACTING OFFICER WITHOUT AUTHORITY, NO ADJUSTMENT SHALL BE MADE IN THE CONTRACT PRICE TO COVER AN INCREASE IN COSTS INCURRED AS A RESULT THEREOF.

15. CONFIDENTIALITY AND NONDISCLOSURE

It is agreed that:

- a) The preliminary and final deliverables and all associated working papers, application source code, and other material deemed relevant by the VA which have 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.
- b) 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 shall release no information. Any request for information relating to this task order presented to the Contractor shall be submitted to the CO for response.
- c) 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.

16. GENERAL EXPERIENCE REQUIREMENTS

Contractor personnel shall be fully qualified, possessing required certifications and skill sets, and has the level of experience necessary to support VHA homeless program mission and accomplish the requirements of this PWS.

A. Contractor Personnel Requirements

Experienced professional and/or technical personnel are essential for successful Contractor accomplishment of the work to be performed under this contract and subsequent option years. These are defined as key personnel and are those persons whose resumes were submitted with the proposal. The Contractor agrees that such personnel shall not be removed, diverted, or replaced from work without written approval of the CO and COR.

Any personnel the Contractor offers as substitutes shall have the ability and qualifications equal to or better than the key personnel who are being replaced. Requests to substitute personnel will be approved by the COR and the CO. All requests for approval of substitutions in personnel shall be submitted to the COR and the CO within thirty (30) calendar days prior to making any change in key personnel. The request shall be written and provide a detailed explanation of the circumstances necessitating the proposed substitution. The Contractor shall submit a complete resume for the proposed substitute, any changes to the rate specified in the order (as applicable), and any other information requested by the CO needed to approve or disapprove the proposed substitution. The CO will evaluate such requests and notify the Contractor of approval or disapproval thereof in writing.

B. Key Personnel

Program Manager – Performs tasks requiring management of a large-scale program, encompassing multiple projects, with a total lifecycle budget and complexity comparable to the task order at hand. Tasks may include planning, initiating, managing, executing, and closing out small and large-scale programs in support of an agency's mission.

Minimum of eight years of experience in a program management or project management is required.

Subject Matter Expert I – Performs tasks requiring a recognized level of expertise in a specified subject area. (Licensed Independent Professional) – State Certified/Licensed to provide clinical services such as Licensed Clinical Social Worker, Licensed Nurse, Licensed Psychologist, Medical Doctor, and Licensed Vocational Rehabilitation Specialist.

Minimum of ten years of experience in a related discipline is required.

Senior Trainer – Performs tasks related to the planning, creating, and executing test administration, learning management, customized subject matter specific training and educational courses that are delivered via an instructor-led (i.e., traditional classroom

setting or conference/seminar) or web-based (i.e., Internet/Intranet, software packages and computer applications) system. Tasks may include conducting evaluations; analyzing and identifying communication and skill requirements; translating needs into workshop and remedial training modules; developing and revising workbooks and class instructional materials associated with standard and customized workshops; performing training related administrative tasks; developing and maintaining training databases; conducting face-to-face and online training; attending and participating in meetings and committees; and making presentations as needed. State Certified/Licensed to provide clinical services such as Licensed Clinical Social Worker, Licensed Nurse, Licensed Psychologist, Medical Doctor, and Licensed Vocational Rehabilitation Specialist.

Minimum of eight years of experience in a related discipline is required.

Quality Management Specialist – Performs tasks related to promoting systems and techniques assuring the quality of products and services including the development of plans and programs for achieving and maintaining product and service quality throughout the product/service life cycle; monitoring operations to prevent the production of defects and to verify adherence to quality plans and requirements; and analysis and investigation of adverse quality trends or conditions and initiation of corrective action. Tasks may include employing quality management systems, tools, and techniques to help organizations transform, Minimum of four years' experience in quality management.

C. Contractor Personnel Security Requirements

Contractor Responsibilities:

The Security Certification and Accreditation is not required.

D. Organizational Conflict of Interest

1. It is recognized by the parties that the efforts to be performed by the Contractor under this contract are of such a nature that they may create a potential organizational conflict of interest as contemplated by Subpart 9.5 of the Federal Acquisition Regulation (FAR). It is the intention of the parties that the Contractor shall not engage in any contractual activities, which may impair its ability to render unbiased advice and recommendations, or in which it may gain an unfair competitive advantage as a result of the knowledge, information, and experience gained during the performance of this contract. It does not include the normal flow of benefits from incumbency.

2. The Contractor agrees not to participate as a prime Contractor, subcontractor, consultant, or team member in any acquisition wherein:

- a) The Contractor has participated in the analysis and recommendation leading to the acquisition decision to acquire such services; or
- b) The Contractor may have an unfair competitive advantage resulting from the information gained during the performance of this contract.

3. The term "Contractor" herein used means:

- a) The organization entering into this contract with the Government;
- b) All business organizations with which it merges, joins or affiliates, now or in the future, and in any manner whatsoever, or which hold or may obtain, by purchase or otherwise, direct or indirect control of;
- c) Its parent organization (if any), and any of its present or future subsidiaries, associates, affiliates, or holding companies; and
- d) Any organization or enterprise over which it has direct or indirect control (now or in the future).

4. The Contractor agrees that it will use all reasonable diligence in protecting proprietary data received by it. The Contractor further agrees it will not willfully disclose proprietary data to unauthorized parties without the prior permission of the Government, and that proprietary data shall not be duplicated, used or disclosed, in whole or in part, for any purpose other than to accomplish the contracted effort. This restriction does not limit the Contractor's right to use, duplicate or disclose such information if such information was lawfully obtained by the Contractor from other sources.

5. If a Contractor believes that its participation in the resulting contract or task order would cause an Organizational Conflict of Interest (OCI), that Contractor shall include in its proposal an appropriate discussion and mitigation plan. The VA will review the discussion and make a determination whether there is an OCI. If the VA determines the existence of an OCI, then the VA will evaluate the mitigation plan and make final decision regarding the participation of the Contractor with any award of a contract or task order.

6. The prior approval of the Contracting Officer is required before any work to be performed under this contract may be subcontracted to any organization described in subparagraph (c) above.

7. The Contractor agrees to enter into written agreements with all companies whose proprietary data it shall have access and to protect such data from unauthorized use or disclosure as long as it remains proprietary. The Contractor shall furnish to the Contracting Officer copies of these written agreements. The Contractor agrees to protect the proprietary data and rights of other organizations disclosed to the Contractor during performance of this contract with the same caution that a reasonably prudent Contractor would use to safeguard highly valuable property. The Contractor agrees to refrain from using proprietary information for any purpose other than that for which it was furnished.

8. The Contractor shall not distribute reports, data or information of any nature arising from its performance under this contract, except as provided by this contract or as may be directed by the Contracting Officer.

9. The Contractor shall include this provision, including this paragraph, in subcontracts of any tier which involve access to information covered in paragraph (a) above. The use of this clause in such subcontracts shall be read by substituting the word "subcontractor" for the word "Contractor" wherever the latter appears.

10. The Contractor's employees shall be trained and informed of Subpart 9.5 of the FAR and this contract provision.

11. Government representatives shall have access to the Contractor's premises and the right to inspect all pertinent books and records in order to ensure that the Contractor is in compliance with Subpart 9.5 of the FAR and this provision.

12. Questions regarding this interpretation of Subpart 9.5 of the FAR and this provision shall be submitted to the Contracting Officer.

13. The Contractor agrees that if after award it discovers a potential organizational conflict of interest, a prompt and full disclosure shall be made in writing to the Contracting Officer. This disclosure shall include a description of the actions the Contractor has taken or proposes to take, to avoid, or mitigate such conflicts.

14. For any breach of the above restrictions, or for nondisclosure or misrepresentation of any relevant interests required to be disclosed concerning this contract, the Government may, terminate the contract for default, disqualify the Contractor from subsequent related contractual efforts, and/or pursue other remedies permitted by law or this contract.

15. The Government may waive application of this clause when it is determined to be in the best interest of the Government to do so.

16. This agreement will remain in effect during the period of performance of this contract and for a period of 30 months following completion of this task order.

17. TASK ORDER QUALITY ASSURANCE SURVEILLANCE PLAN (QASP)

The Government will utilize a Quality Assurance Surveillance Plan (QASP) throughout the life of the contract to ensure that the Contractor is performing the services required by this PWS in an acceptable manner. The Government may utilize the Performance Based Service Assessment Survey, or other methods to compare Contractor performance to the Acceptable Levels of Performance (ALPs). The Government reserves the right to alter or change the surveillance methods in the QASP at its own discretion. The table below defines the Performance Standards and Acceptable Quality Levels for this requirement.

A. Methods of Surveillance

Various methods exist to monitor performance. The COR will use any or several of the surveillance methods listed below in the administration of this QASP.

- 100% Inspection (evaluates all outcomes) - Each month, the COR will review all of the Contractor's performance/generated documentation and document results accordingly. This assessment shall be placed in the COR's QA file.

- Random Sample - The COR will review a random sampling of the Contractor's performance/generated documentation and document your results accordingly. This assessment will be placed in the COR's QA file.
- Validated Customer Complaint or Validated Below Average ALP in a Specific Area - Each month, the COR will review the Contractor's performance/generated documentation corresponding to a validated customer complaint or validated inability to perform in accordance with the ALP in a specific area and document your results accordingly. This assessment will be placed in the COR's QA file.

B. Frequency of Measurement

During task order performance, the COR will periodically analyze whether the negotiated frequency of surveillance is appropriate for the work being performed, and at a minimum will be twice a year.

C. Acceptable Performance Levels (APLs)

Requirement	Performance Standard	Surveillance Method	Outcome
PROJECT MANAGEMENT, MILESTONES AND SCHEDULE	a. Notifies customer of potential problems 95% of the time.	100% Inspection of agreed upon milestones per the approved PMP	Notification occurs within two business days of potential issue when known in advance or within 24 hours of urgent problems, where less than two business days exist
	b. Submits Deliverables in accordance with the deliverable schedule within (+/-) five business days with no more than five incidents of performance slippage.	100% Inspection of deliverables	No more than five incidents of performance schedule slippage.
	c. Report of deliverables shall include remaining balance of an item. For example, 1 of 4 to show progression or count of that deliverable.		
WRITTEN COMMUNICATION	Uses correct English grammar, punctuation, and spelling 95% of the time; communicates information in a succinct and organized manner, produces written information that is	Random Sampling	Written communication is consistently error-free and clear and concise so that the message is easily understood by others.

	appropriate for the intended audience.		
CUSTOMER SUPPORT	Courteous and professional interactions to receive and fill task order deliverables and in providing order status. Customer (VA) support satisfaction, having no more than 5 incidents of dissatisfaction thought-out the life of the task order.	Customer Feedback and Complaints based on interactions with the Contractor	Customer problems are resolved within the same business day; no more than 5 incidents spent by Government personnel in providing corrective feedback on unacceptable customer service/professionalism.

D. Documenting Performance

Acceptable Performance: The Government will document acceptable performance in accordance with the chart above. Any report may become a part of the supporting documentation for any contractual action.

Unacceptable Performance: When unacceptable performance occurs, the COR will inform the CO. This will always be in writing although when circumstances necessitate immediate verbal communication, that communication will be followed in writing. The COR will document the discussion and place it in the COR file. When the CO determines formal written communication is required, the COR will prepare a Contract Discrepancy Report (CDR), and present it to the Contractor's program manager. The Contractor shall acknowledge receipt of the CDR in writing to the CO. The CDR will state how long after receipt the Contractor has to take corrective action. The CDR will also specify if the Contractor is required to prepare a corrective action plan to document how the Contractor shall correct the unacceptable performance and avoid a recurrence. The CO will review the Contractor's corrective action plan to determine acceptability. Any CDRs may become a part of the supporting documentation for any contractual action deemed necessary by the CO.

SECTION C - CONTRACT CLAUSES

C.1 LIMITATIONS ON SUBCONTRACTING-- MONITORING AND COMPLIANCE (JUN 2011)

This solicitation includes VAAR 852.219-10 VA Notice of Total Service-Disabled Veteran-Owned 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.

C.2 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS—COMMERCIAL ITEMS (JAN 2018)

(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:

[X] (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) (41 U.S.C. 4704 and 10 U.S.C. 2402).

☐ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (OCT 2015) (41 U.S.C. 3509).

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

☒ (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (OCT 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 (JAN 2018) (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 (I) 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 the end of performance.

(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 7 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 30 days before the contract expires. The preliminary notice does not commit the Government to an extension.

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

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

(End of Clause)

C.5 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>
52.203-17	CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS	APR 2014
52.232-39	UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS	JUN 2013
52.232-40	PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS	DEC 2013
52.233-3	PROTEST AFTER AWARD	AUG 1996

C.6 VAAR 852.203-70 COMMERCIAL ADVERTISING (MAY 2018)

The Contractor shall not make reference in its commercial advertising to Department of Veterans Affairs contracts in a manner that states or implies the Department of Veterans Affairs approves or endorses the Contractor's products or services or considers the Contractor's products or services superior to other products or services.

(End of Clause)

C.7 VAAR 852.219-10 VA NOTICE OF TOTAL SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS SET-ASIDE (JUL 2016)(DEVIATION)

(a) *Definition.* For the Department of Veterans Affairs, "Service-disabled veteran-owned small business concern or SDVSOB":

(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 or eligible surviving spouses (see VAAR 802.201 Surviving Spouse definition);

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans (or eligible surviving spouses) or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran;

(iii) The business meets Federal small business size standards for the applicable North American Industry Classification System (NAICS) code identified in the solicitation document;

(iv) The business has been verified for ownership and control pursuant to 38 CFR 74 and is so listed in the Vendor Information Pages database, (<https://www.vip.vetbiz.gov>); and

(v) The business will comply with subcontracting limitations in 13 CFR 125.6, as applicable

(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).

(b) *General.*

(1) Offers are solicited only from verified service-disabled veteran-owned small business concerns. Offers received from concerns that are not verified service-disabled veteran-owned small business concerns shall not be considered.

(2) Any award resulting from this solicitation shall be made to a verified service-disabled veteran-owned small business concern.

(c) *Agreement.* A service-disabled veteran-owned small business concern agrees that in the performance of the contract, the concern will comply with the limitation on subcontracting requirements in 13 CFR §125.6.

(d) A joint venture may be considered a service-disabled veteran owned small business concern if the joint venture complies with the requirements in 13 CFR 125.15, provided that any reference therein to SDVO SBC is to be construed to apply to a VA verified SDVOSB as appropriate.

(e) Any service-disabled veteran-owned small business concern (non-manufacturer) must meet the requirements in FAR 19.102(f) of the Federal Acquisition Regulation to receive a benefit under this program.

(End of Clause)

C.8 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.9 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 contract performance. 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)

SECTION D - CONTRACT DOCUMENTS, EXHIBITS, OR ATTACHMENTS

D.1 ATTACHMENT A - See attached document: ATTACHMENT A - Past Performance Questionnaire 36C10X18Q9145.

D.2 ATTACHMENT B - See attached document: ATTACHMENT B - Contractor Rules and Behavior - 36C10X18Q9145.

SECTION E - SOLICITATION PROVISIONS

E.1 INSTRUCTIONS

1. INTRODUCTION

a. All quote intentions, questions, and final quote submission shall be submitted to both the Contracting Officer and the Contract Specialist via email to <Christina.Heller@va.gov> and <Vincent.Bender@va.gov>, respectively, no later than the dates and times below and as specified on the SF 1449, Block 20 and Block 8.

- Indicate intention to provide a quote via email to <Christina.Heller@va.gov> and Vincent.Bender@va.gov no later than 8:00AM ET on August 1, 2018.
- Provide any questions regarding the solicitation via email to <Christina.Heller@va.gov> and <Vincent.Bender@va.gov>), no later than 8:00AM ET on August 3, 2018. Only written questions will be accepted.
- Quotes shall be submitted electronically to the Contracting Officer and the Contract Specialist identified above no later than 8:00AM EST on August 13, 2018 unless this date is changed via a formal Amendment.

Contractors are advised to not wait until just before quotes are due to submit quotes. Quotes received after the due date/time will be late and may not be considered/accepted for evaluation. To avoid submission of late quotes, the Government recommends transmitting quote file 24 hours prior to the required quote due date and time. Be advised that timeliness is determined by the date and time a quote is received by the Government, not when a Contractor attempted transmission. Contractors are encouraged to review and ensure that sufficient bandwidth is available on their end of the transmission. Finally, due to VA email file size restrictions, Contractors may need to logically separate their quote into separate emails. If this is necessary, Contractors should attempt to contain complete volume within single email transmissions (and not split volumes).

The Contractor's quote shall consist of four volumes:

- Volume I – Past Performance;
- Volume II – Technical Approach;
- Volume III – Price; and
- Volume IV – SF1449, Amendments & Other Documents.

2. QUOTE FILES. Contractor's responses shall be submitted in accordance with the following instructions:

a. Format. The submission shall be clearly indexed and logically assembled. Each volume shall be clearly identified and shall begin at the top of a page. All pages of each volume shall be appropriately numbered and identified by the complete company name, date and solicitation number in the header and/or footer. Quote page limitations are applicable to this procurement. The Table below indicates the maximum page count (when applicable) for each volume of the Contractor's submission.

All files will be submitted as either a Microsoft Excel (.XLS) file or an Acrobat (PDF) file or compatible as indicated in the table. Page size shall be no greater than 8 1/2" x 11" with printing on one side, only. The top, bottom, left and right margins shall be a minimum of one inch (1") each. Font size shall be no smaller than 12-point. Arial or Times New Roman fonts are required. Characters shall be set at no less than normal spacing and 100% scale. Tables and illustrations may use a reduced font size not less than 8-point and may be landscape. Line spacing shall be set at no less than single space. Each paragraph shall be separated by at least one blank line. Page numbers, company logos, and headers and footers may be within the page margins ONLY, and are not bound by the 12-point font requirement. All proprietary information shall be clearly and properly marked. Footnotes to text shall not be used. Additionally, Contractors shall not use hyperlinks or embedded files of any kind in any quote volume. If included, these will not be reviewed or evaluated. If the Contractor submits annexes, documentation, attachments or the like, not specifically required by this solicitation, such will count against the Contractor's page limitations unless otherwise indicated in the specific volume instructions below. Pages in violation of these instructions, either by exceeding the margin, font or spacing restrictions or by exceeding the total page limit for a particular volume, may not be evaluated. Pages not evaluated due to violation of the margin, font or spacing restrictions will not count against the page limitations. The page count will be determined by counting the pages in the order they come up in the print layout view.

b. File Packaging. Do not compress (zip) proposal files. VA Network Security Operations Center (NSOC) has temporarily blocked email attachments with the ".zip" extension as a mitigation measure against the ongoing world-wide ransomware event impacting many organizations. During this time, .zip file extensions will be permanently stripped from email traffic, and will not be recoverable. Due to VA email file size restrictions, offerors are encouraged to logically separate their proposal into separate emails. If this is necessary, offerors should attempt to contain complete volume within single email transmissions (and not split volumes). Offerors are encouraged to review and ensure that sufficient bandwidth is available on their end of the transmission.

c. Content Requirements. All information shall be confined to the appropriate file. The Contractor shall confine submissions to essential matters, sufficient to define the quote and provide an adequate basis for evaluation. Contractors are responsible for including sufficient details, in a concise manner, to permit a complete and accurate evaluation of each quote.

The titles and page limits requirements for each file are shown in the Table below:

Volume, Title, and Page Limitations

Volume Number	Factor	File Name	Page Limitations
Volume I	Past Performance	[Contractor Name]PastPerf.doc/pdf	5 page narrative

			(References will complete and provide the questionnaire (RFQ ATTACHMENT B), to the Government. PPQs will not be included in page limitation)
Volume II	Technical Approach	[Contractor Name]Tech.doc/pdf	15 pages (Key Personnel Résumés and Samples of Work will not be included in page limitation. Résumés are limited to two pages each and Samples of Work are limited to five pages)
Volume III	Price	[CONTRACTOR NAME]Order PriceSchedule.doc/pdf (Includes a completed B.3 PRICE SCHEDULE)	None
Volume IV	SF1449, Amendments & Other Documents	[CONTRACTOR NAME]Other.pdf	None

A Cover Page, Table of Contents and/or a glossary of abbreviations or acronyms will not be included in the page count of any Volume. However, be advised that any and all information contained within any Table of Contents and/or glossary of abbreviations or acronyms submitted with a Contractor's response will not be evaluated by the Government.

VOLUME I – PAST PERFORMANCE FACTOR

Contractors shall submit a narrative detailing 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 to the efforts required by the RFQ. Areas of relevance include all tasks and deliverables addressed in the PWS. Experiences that are most relevant are those with projects that are similar in:

- Size - dollar value of the performance;
- Scope - similar tasks as they appear in the PWS for VA or other Permanent Supportive Housing Project-Based Vouchers; and
- Complexity - demonstration of developing and providing training ideally on working with homeless, especially chronically homeless and those with co- and tri-morbidities, as well as the evidence based practices listed below:
 - Providing direct services for homeless individuals

- Experience working with project-based housing
- Experience working with evidence based practices, especially Housing First, Critical Time Intervention, Harm Reduction, and Motivational Interviewing

Data concerning the prime Contractor shall be provided first, followed by each proposed major subContractor, if applicable, in alphabetical order. Contractor shall clearly state whether the data is for the prime Contractor (submitting the quote) or subContractor (a subContractor proposed for the new effort). This volume shall be organized into the following sections:

1) Section 1 - Contract Descriptions

- a. Contractor/ subContractor place of performance, Commercial and Government Entity (CAGE) Code, Data Universal Numbering System (DUNS) number, and North American Industry Classification system (NAICS) number. Identify 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. Contract number;
- d. Delivery Order Numbers (Indefinite Delivery type contracts, General Services Administration (GSA) contracts, and Blanket Purchase Agreements (BPA));
- e. 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.);
- f. Awarded price/cost;
- g. Final or projected final price/cost;
- h. Original delivery schedule, including dates of start and completion of work, by phase, in accordance with the overall management plan; and
- i. Final or projected final delivery schedule, including dates of start and completion of work, by phase, in accordance with the overall management plan.

2) Section 2 – Contract Description

Contractors 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 RFQ (i.e., similar size, scope, and complexity). For any contracts/ task orders that did not/do not meet original cost, schedule, or technical

performance requirements, provide a brief explanation of the reasons for the shortcomings and any corrective actions taken to avoid recurrence. The Contractor shall list each time the delivery schedule was revised and provide an explanation of why the revision was necessary. The Contractor shall indicate if any of the contracts listed were terminated and the reasons for the termination.

3) Section 3 – Subcontracts

To allow the Government to make a determination of whether proposed subContractors are “major subContractors” as defined in 1. PAST PERFORMANCE EVALUATION APPROACH, Contractors shall provide an outline of how the effort required by the RFQ will be assigned for performance within the Contractor’s corporate entity and among the proposed subContractors, if applicable, including work assigned and estimated dollar value of the efforts assigned. The information provided for the prime Contractor 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.

4) 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 Contractor 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.

Complete PPQs: The Government will accept no more than one PPQ per past performance narrative (included as RFQ ATTACHMENT B – PAST PERFORMANCE QUESTIONNAIRE). The Contractor shall distribute the PPQ found in the RFQ to the POC for each of the past performance references found in the above-mentioned narrative. The Government will accept only one completed PPQ per narrative; i.e. only one completed PPQ per reference. Should the Government receive more than one completed PPQs for any narrative, the Government will consider only the first received that corresponds to the Contractor’s references found in the Past Performance volume. The Contractor shall instruct the POC at the referenced entity to return a copy of the completed PPQ directly to both the CO and the Contract Specialist via email to Christina.Heller@va.gov and Vincent.Bender@va.gov, respectively, no later than the closing date specified on the SF 1449, Block 8 (inclusive of any closing date extensions granted via Amendment).

The Government may also consider past performance information obtained through other sources. Past performance information will be utilized to determine the quality of the Contractor’s past performance as it relates to the probability of success of the required effort. The Government may use information provided by the Contractor in their quote submission, information in both Government and commercial databases, and other available information that the VA Contracting Officer determines is reasonable. The more closely the prior performance of services matches the RFQ requirements in terms of required performance (i.e., similar size, scope, and complexity), the more relevant the performance will be considered.

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

VOLUME II – TECHNICAL APPROACH

The vendor's Technical Approach shall address each of the following items and will be evaluated in accordance with the Technical Approach factor appearing in E.2.C.2. Under no circumstances shall any pricing be included in the Technical Approach.

1. The Vendor's Technical Approach shall demonstrate an understanding of the work, and include the ability to address anticipated potential problem areas, creativity and feasibility of solutions to problems, future integration of new processes, and technology for all of the objectives and tasks of the PWS and planned execution of the project.
2. Provide a Quality Assurance Plan to ensure the stated performance standards are consistently met.
3. Key Personnel: Résumés for the key personnel meeting the requirements in the PWS (Section 9. KEY PERSONNEL) shall be submitted. The key personnel résumés (two page maximum) shall be included as shown in Section 16.B of the PWS.

VOLUME III – PRICE

Contractors must propose pricing for each line item, with exception of travel. The price proposal shall include the following:

- a. **SECTION B.3 PRICING SCHEDULE;** The Offeror shall complete the Pricing Schedule (B.3 PRICE SCHEDULE) of the RFQ. Offeror must propose pricing for each line item for all contract years. For any items that will be not separately priced, note such with "NSP". Note that travel will be priced as a not-to-exceed amount, provided by the Government.

Proposed ODCs must be substantiated with valid estimates or actual quotes. The contractor's Basis of Estimate (BOE) is used to substantiate that the proposed price is fair and reasonable and reflects an understanding of the work.

Price Rounding Issue - The Government requires Contractors to quote unit prices and total prices that are two decimal places and requires the unit prices and total prices to be displayed as two decimal places. Ensure that the two-digit unit price multiplied by the item quantity equals the two-digit total item price (there should be no rounding).

All Contractors should quote assuming an estimated award date of August 17, 2018.

VOLUME IV - SF1449, Amendments, and Other Documents

This Volume shall contain the following:

- a. Signed Standard Form (SF1449) and Acknowledgement of Amendment(s), if any. An official authorized to bind the firm shall sign the SF 1449, all amendment(s) (SF30s), and all certifications requiring original signature. An Acrobat PDF file shall be created to capture the signatures for submission.
- b. Any proposed terms and conditions and/or assumptions upon which the quote is predicated. Contractors are hereby advised that any Contractor-imposed terms and conditions and/or assumptions which deviate from the Government's material terms and conditions established by the Solicitation, may render the Contractor's quote Unacceptable, and thus ineligible for award.

E.2 EVALUATION AND AWARD

A. BASIS FOR AWARD

The Department of Veterans Affairs (VA), Strategic Acquisition Center – Frederick (SAC-F) is issuing this Request for Quote (RFQ) for the purpose of entering into a single-award contract.

The award resulting from this solicitation will be made based on the best overall quote that is determined to be the most beneficial to the Government (i.e., best value). FAR 2.101 defines best value as the “expected outcome of an acquisition that, in the Government’s estimation, provides the greatest overall benefit in response to the requirement”. Award will be made based on an integrated assessment by the Contracting Officer between and among price and non-price factors.

B. FACTORS TO BE EVALUATED

Quotes will be evaluated using a phased process, as follows:

Phase 1:

The Technical Evaluation Team will review only vendor’s verification of SDVOSB eligibility in the Vendor Information Pages (VIP) database for the NAICS code appearing on the SF1449. Quotes from unverified SDVOSBs are considered deficient and will not be further evaluated.

Phase 2:

Any award will be made based on the best overall (i.e., best value) quote that is determined to be the most beneficial to the Government.

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

1. Past Performance; and
2. Technical Approach.

Price Factor

3. Price.

Past Performance is more important than Technical Approach. All non-price Factors, when combined, are significantly more important than Price. It should be noted that award may be made to other than the lowest priced vendor, if the Government determines that a price premium is warranted due to the technical merits of one or more of the non-price factors.

Quotes that merely restate the requirement or state that the requirement shall be met, without providing supporting rationale, are not sufficient and will be considered technically deficient.

C. EVALUATION APPROACH

All quotes are subject to evaluation by a team of Government personnel. The quote will be evaluated strictly in accordance with its written content.

1. PAST PERFORMANCE EVALUATION APPROACH

The Past Performance evaluation will therefore assess the relative risks associated with a Contractor's likelihood of success in fulfilling the solicitation's requirements as indicated by that Contractor's record of past performance. In this context, "Contractor" refers to the prime Contractor and all proposed major subContractor(s). A major subContractor is defined as one whose subcontract is for more than 20% of the total proposed price (must be determinable through the quote). In either case, the prime Contractor and proposed major subContractor(s) will be assessed individually and the results will then be assessed in their totality to derive the Contractor's Past Performance rating. Note, however, that in this assessment if both prime and proposed major subContractor performance records are submitted, the Government will consider past performance for the proposed prime Contractor (identified in Block 17a of the SF 1449) to be significantly more important than past performance examples submitted for any other member of the vendor's proposed structure.

The Government will conduct a performance risk assessment based on the quality, relevancy (size, scope, and complexity) and recency (within last three years) of the Contractor's past performance, as well as that of its major subContractor(s), as it relates to the probability of successful accomplishment of the required effort. Contractors are cautioned that the Government will review available past performance data available in the Past Performance Information Retrieval System (PPIRS). The Government reserves the right to obtain past performance information from any available source and may contact customers other than those identified by the Contractor when evaluating past performance. Since the Government may not necessarily interview all of the sources provided by the Contractors, it is incumbent upon the Contractors to explain the relevance of the data provided. Contractors are reminded that the burden of proving low performance risk rests with the Contractors.

The Government will review aspects of cost, schedule, and performance. Areas to be evaluated may include, but are not limited to, quality of service, timeliness of performance or adherence to delivery schedules, and effectiveness in program management (to include use and control of subContractor(s)).

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

2. TECHNICAL APPROACH

- a. Risk relative to the proposed Technical Approach is evaluated as part of the Technical Evaluation to ascertain the degree of risk associated with the Contractor's proposed approach and the likelihood of success of the proposed approach.

- b. Understanding of the Problem - The quote will be evaluated to determine the extent to which it demonstrates a clear understanding of all features involved in solving the problems and meeting and/or exceeding the requirements presented in the solicitation and the extent to which uncertainties are identified and resolutions proposed.
- c. Feasibility of Approach - The quote will be evaluated to determine the extent to which the proposed approach is workable and the end results achievable. The quote will be evaluated to determine the level of confidence provided the Government with respect to the Contractor's methods and approach in successfully meeting and/or exceeding the requirements within the required schedule.
- d. Completeness - The quote will be evaluated to determine whether the Contractor's methods and approach have adequately and completely considered, defined, and satisfied the requirements specified in the solicitation. The quote will be evaluated to determine the extent to which each requirement has been addressed (i.e., met and/or exceeded) in accordance with the quote submission instructions of the solicitation.
- e. Key Personnel - The quote will be evaluated to determine whether the Contractor's proposed key personnel are available and have the minimum required knowledge, skills, and experience to perform the tasks under the RFQ. Technical quotes that include key personnel exceeding the minimum established requirements, to the Government's benefit, may be rated more favorably.

3. PRICE EVALUATION APPROACH.

The Government will evaluate price reasonableness using price analysis techniques as prescribed in FAR 15.404-1(b). Price will not be evaluated adjectivally or assigned a score. The Government will evaluate offers by adding the total of all line item prices, including all options. The Government will also evaluate price reasonableness for the utilization of FAR 52.217-8.

FAR Clause 52.217-8 Option to Extend Services. As part of price evaluation, the Government will evaluate its option to extend services (FAR Clause 52.217-8 – Option to Extend Services) by adding one-half of the offeror's final option period prices to the offeror's total price. Thus, the offeror's total price for the purpose of evaluation will include the base period, 1st option, 2nd option, and one-half of the 2nd option. Offerors are required only to price the base and two options. Offerors shall not submit a price for the potential on-half year extension of services period.

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

E.3 52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS— COMMERCIAL ITEMS (NOV 2017)

The Offeror shall complete only paragraph (b) of this provision if the Offeror has completed the annual representations and certification electronically via the System for Award Management (SAM) Web site located at <https://www.sam.gov/portal>. If the Offeror has not completed the annual representations and certifications electronically, the Offeror shall complete only paragraphs (c) through (u) 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

_____	_____
_____	_____
_____	_____

(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.) *[The contracting officer is to check a box to indicate if paragraph (k)(1) or (k)(2) applies.]*

☐ (1) Maintenance, calibration, or repair of certain equipment as described in FAR 22.1003-4(c)(1). The offeror ☐ does ☐ does not certify that—

(i) The items of equipment to be serviced under this contract are used regularly for other than Governmental purposes and are sold or traded by the offeror (or subcontractor in the case of an exempt subcontract) in substantial quantities to the general public in the course of normal business operations;

(ii) The services will be furnished at prices which are, or are based on, established catalog or market prices (see FAR 22.1003- 4(c)(2)(ii)) for the maintenance, calibration, or repair of such equipment; and

(iii) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract will be the same as that used for these employees and equivalent employees servicing the same equipment of commercial customers.

☐ (2) Certain services as described in FAR 22.1003- 4(d)(1). The offeror ☐ does ☐ does not certify that—

(i) The services under the contract are offered and sold regularly to non-Governmental customers, and are provided by the offeror (or subcontractor in the case of an exempt subcontract) to the general public in substantial quantities in the course of normal business operations;

(ii) The contract services will be furnished at prices that are, or are based on, established catalog or market prices (see FAR 22.1003-4(d)(2)(iii));

(iii) Each service employee who will perform the services under the contract will spend only a small portion of his or her time (a monthly average of less than 20 percent of the available hours on an annualized basis, or less than 20 percent of available hours during the contract period if the contract period is less than a month) servicing the Government contract; and

(iv) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract is the same as that used for these employees and equivalent employees servicing commercial customers.

(3) If paragraph (k)(1) or (k)(2) of this clause applies—

(i) If the offeror does not certify to the conditions in paragraph (k)(1) or (k)(2) and the Contracting Officer did not attach a Service Contract Labor Standards wage determination to the solicitation, the offeror shall notify the Contracting Officer as soon as possible; and

(ii) The Contracting Officer may not make an award to the offeror if the offeror fails to execute the certification in paragraph (k)(1) or (k)(2) of this clause or to contact the Contracting Officer as required in paragraph (k)(3)(i) of this clause.

(l) *Taxpayer Identification Number (TIN)* (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to the SAM database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (l)(3) through (l)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) *Taxpayer Identification Number (TIN)*.

☐ TIN: _____.

☐ TIN has been applied for.

☐ TIN is not required because:

☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in

the United States and does not have an office or place of business or a fiscal paying agent in the United States;

- ☐ Offeror is an agency or instrumentality of a foreign government;
- ☐ Offeror is an agency or instrumentality of the Federal Government.

(4) *Type of organization.*

- ☐ Sole proprietorship;
- ☐ Partnership;
- ☐ Corporate entity (not tax-exempt);
- ☐ Corporate entity (tax-exempt);
- ☐ Government entity (Federal, State, or local);
- ☐ Foreign government;
- ☐ International organization per 26 CFR 1.6049-4;
- ☐ Other _____.

(5) *Common parent.*

- ☐ Offeror is not owned or controlled by a common parent;
- ☐ Name and TIN of common parent:
Name _____
TIN _____.

(m) *Restricted business operations in Sudan.* By submission of its offer, the offeror certifies that the offeror does not conduct any restricted business operations in Sudan.

(n) *Prohibition on Contracting with Inverted Domestic Corporations.*

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

(2) *Representation.* The Offeror represents that—

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

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

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

(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 unique entity identifier 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).

(s) [Reserved]

(t) *Public Disclosure of Greenhouse Gas Emissions and Reduction Goals*. Applies in all solicitations that require offerors to register in SAM (52.212-1(k)).

(1) This representation shall be completed if the Offeror received \$7.5 million or more in contract awards in the prior Federal fiscal year. The representation is optional if the Offeror received less than \$7.5 million in Federal contract awards in the prior Federal fiscal year.

(2) Representation. [Offeror to check applicable block(s) in paragraph (t)(2)(i) and (ii)]. (i) The Offeror (itself or through its immediate owner or highest-level owner) ☐ does, ☐ does not publicly disclose greenhouse gas emissions, i.e., makes available on a publicly accessible Web site the results of a greenhouse gas inventory, performed in accordance with an accounting standard with publicly available and consistently applied criteria, such as the Greenhouse Gas Protocol Corporate Standard.

(ii) The Offeror (itself or through its immediate owner or highest-level owner) ☐ does, ☐ does not publicly disclose a quantitative greenhouse gas emissions reduction goal, i.e., make available on a publicly accessible Web site a target to reduce absolute emissions or emissions intensity by a specific quantity or percentage.

(iii) A publicly accessible Web site includes the Offeror’s own Web site or a recognized, third-party greenhouse gas emissions reporting program.

(3) If the Offeror checked “does” in paragraphs (t)(2)(i) or (t)(2)(ii) of this provision, respectively, the Offeror shall provide the publicly accessible Web site(s) where greenhouse gas emissions and/or reduction goals are reported:_____.

(u)(1) In accordance with 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), Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with an entity that requires employees or subcontractors of such entity seeking to report waste, fraud, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

(2) The prohibition in paragraph (u)(1) of this provision does not contravene requirements applicable to Standard Form 312 (Classified Information Nondisclosure Agreement), Form 4414 (Sensitive Compartmented Information Nondisclosure Agreement), or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

(3) Representation. By submission of its offer, the Offeror represents that it will not require its employees or subcontractors to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting waste, fraud, or abuse related to the performance of a Government contract to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information (e.g., agency Office of the Inspector General).

(End of Provision)

E.4 52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS (JUL 2013)

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

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

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

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

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

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

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

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

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

(i) In a criminal proceeding, a conviction.

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

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

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

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

(iv) In a criminal, civil, or administrative proceeding, a disposition of the matter by consent or compromise with an acknowledgment of fault by the Contractor if the

proceeding could have led to any of the outcomes specified in paragraphs (c)(1)(i), (c)(1)(ii), or (c)(1)(iii) of this provision.

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

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

(End of Provision)

E.5 52.209-11 REPRESENTATION BY CORPORATIONS REGARDING DELINQUENT TAX LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW (FEB 2016)

(a) 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—

(1) 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

(2) 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.

(b) The Offeror represents that—

(1) 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

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

(End of Provision)

E.6 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

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

(End of Provision)

E.7 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

<http://www.acquisition.gov/far/index.html>

<http://www.va.gov/oal/library/vaar/>

(End of Provision)

<u>FAR 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
52.204-17	OWNERSHIP OR CONTROL OF OFFEROR	JUL 2016
52.204-20	PREDECESSOR OF OFFEROR	JUL 2016

E.8 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.9 VAAR 852.233-71 ALTERNATE PROTEST PROCEDURE (JAN 1998)

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

(End of Provision)

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

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

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

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

E.10 VAAR 852.270-1 REPRESENTATIVES OF CONTRACTING OFFICERS (JAN 2008)

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

(End of Provision)