

Table of Contents

SECTION A 1

A.1 SF 1449 SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS 1

SECTION B - CONTINUATION OF SF 1449 BLOCKS 4

B.1 CONTRACT ADMINISTRATION DATA 4

B.2 IDIQ CONTRACT PRICE/COST SCHEDULE..... 13

B.3 PERFORMANCE WORK STATEMENT 14

SECTION C - CONTRACT CLAUSES 31

C.1 NOTICE OF HYBRID CONTRACT 31

**C.2 52.212-4 CONTRACT TERMS AND CONDITIONS—COMMERCIAL ITEMS (OCT 2018)
ALTERNATE I (JAN 2017) 31**

C.3 52.216-18 ORDERING (OCT 1995) 43

C.4 52.216-19 ORDER LIMITATIONS (OCT 1995)..... 43

C.5 52.216-22 INDEFINITE QUANTITY (OCT 1995) 43

C.6 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)..... 44

C.7 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000) 44

C.8 SUPPLEMENTAL INSURANCE REQUIREMENTS 44

**C.9 VAAR 852.219-10 VA NOTICE OF TOTAL SERVICE-DISABLED VETERAN-OWNED SMALL
BUSINESS SET-ASIDE (JUL 2019)(DEVIATION) 45**

**C.10 VAAR 852.219-74 LIMITATIONS ON SUBCONTRACTING—MONITORING AND
COMPLIANCE (JUL 2018) 47**

C.11 VAAR 852.232-72 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS (NOV 2018) 47

C.12 VAAR 852.237-70 CONTRACTOR RESPONSIBILITIES (APR 1984) 48

C.13 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998) 48

**C.14 52.203-19 PROHIBITION ON REQUIRING CERTAIN INTERNAL CONFIDENTIALITY
AGREEMENTS OR STATEMENTS (JAN 2017)..... 48**

C.15 52.216-32 TASK-ORDER AND DELIVERY-ORDER OMBUDSMAN (SEPT 2019)..... 49

C.16 52.228-5 INSURANCE—WORK ON A GOVERNMENT INSTALLATION (JAN 1997) 50

C.17 MANDATORY WRITTEN DISCLOSURES..... 50

**C.18 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR
EXECUTIVE ORDERS—COMMERCIAL ITEMS (MAY 2019) 50**

SECTION D - CONTRACT DOCUMENTS, EXHIBITS, OR ATTACHMENTS 58

D.1 ATTACHMENT A – IHT LABOR CATEGORIES 58

D.2 ATTACHMENT B – CONTRACTOR DISCREPANCY REPORT 59

**D.3 ATTACHMENT C – VA INFORMATION AND INFORMATION SYSTEM SECURITY / PRIVACY
REQUIREMENTS..... 60**

D.4 ATTACHMENT D - PROPOSAL FORMS..... 77

D.5 ATTACHMENT E - RFP TEMPLATE FOR VENDOR QUESTIONS..... 77

D.6 ATTACHMENT F – REPRESENTATIVE TASK ORDER 77

D.7 ATTACHMENT G – REPRESENTATIVE TASK ORDER PRICING SPREADSHEET 77

D.8 ATTACHMENT H - NAICS CODE CROSSWALK 77

D.9 ATTACHMENT I – VHA IHT LCAT PRICE SPREADSHEET 77

D.10 ATTACHMENT J - VIT DEFINITIONS 78

D.11 ATTACHMENT K – BACKGROUND INVESTIGATION REQUEST WORKSHEET..... 80

D.12 ATTACHMENT L – CAPABILITY AREA CRITERIA..... 81

SECTION E - SOLICITATION PROVISIONS 82

E.1 NOTICE OF HYBRID CONTRACT 82

E.2 52.212-1 INSTRUCTIONS TO OFFERORS—COMMERCIAL ITEMS (OCT 2018)..... 82

E.3 INSTRUCTIONS AND EVALUATION APPROACH..... 86

E.4 52.207-6 SOLICITATION OF OFFERS FROM SMALL BUSINESS CONCERNS AND SMALL BUSINESS TEAMING ARRANGEMENTS OR JOINT VENTURES (MULTIPLE-AWARD CONTRACTS) (OCT 2016)..... 97

E.5 52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS (OCT 2018) 98

E.6 52.216-1 TYPE OF CONTRACT (APR 1984) 99

E.7 52.233-2 SERVICE OF PROTEST (SEP 2006)..... 99

E.8 VAAR 852.233-70 PROTEST CONTENT/ALTERNATIVE DISPUTE RESOLUTION (OCT 2018) . 99

E.9 VAAR 852.233-71 ALTERNATE PROTEST PROCEDURE (OCT 2018)..... 100

E.10 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)..... 101

E.11 52.212-2 EVALUATION—COMMERCIAL ITEMS (OCT 2014) 101

E.12 52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS—COMMERCIAL ITEMS (OCT 2018) 102

SECTION B - CONTINUATION OF SF 1449 BLOCKS

B.1 CONTRACT ADMINISTRATION DATA

A. Contract Administration

All contract administration matters will be handled by the following individuals:

(1) CONTRACTOR POC:

TBD

(2) GOVERNMENT:

a. The Government contacts for IHT IDIQ are as follows:

Contracting Officer (CO):

Allen L. Smith, Contracting Officer 36C10X
Allen.smith3@va.gov
Office of Acquisition Operations
Strategic Acquisition Center – Frederick
Department of Veterans Affairs
5202 Presidents Court, Suite 103
Frederick, MD 21703

Contract Specialist (CS):

Kevin Armillotti, Contract Specialist 36C10X
Kevin.Armilloti@va.gov
Office of Acquisition Operations
Strategic Acquisition Center – Frederick
Department of Veterans Affairs
5202 Presidents Court, Suite 103
Frederick, MD 21703

Contracting Officer's Representative (COR):

TBD

- b. The IHT IDIQ CO is responsible for providing overall scope oversight, maintaining communication between contractors and VA, ensuring contract compliance, administering base contract and modifications, and ensuring that annual performance evaluations are completed at the base contract level. Each task order (TO) will have an identified CO who will be responsible for ensuring that task orders are within the scope of the IDIQ base contracts, administering all task order awards, overseeing payment or rejection of invoices, and ensuring that annual contractor performance evaluations are completed at the TO level and submitted through the Contractor Performance Assessment and Reporting System (CPARS).
- c. The CO will designate a Contracting Officer's Representative (COR) at the IDIQ contract level, and each TO level CO will designate a COR at the individual TO level. The CO will issue a

designation letter to the COR and the contractor to ensure that all parties understand the limited authority, role, and responsibilities of the COR.

- d. Any reporting requirements will be defined at the TO level.
- e. Interrelationships of Contractors

The Government has entered into other contractual relationships in order to provide technical services throughout VA. These services are separate from IHT but may be related to or in close proximity to those provided under IHT. Contractors may be required to coordinate with other contractors in providing services under IHT. Contractors may be required to sign a Non-Disclosure Agreement (NDA) prior to commencing services under the base contract or a TO award.

B. Minimum Guaranteed Amount and Maximum Value

- (1) The minimum guaranteed amount for this contract is \$10,000.00; this amount or a higher which may be obligated at the time of IDIQ award to each awardee (based upon initial Task Order (TO) pricing). Orders beyond the minimum will be determined by department needs and the results of fair opportunity competitions (unless an exception to fair opportunity applies). The Government has no obligation to award TOs beyond the minimum guaranteed amount.
- (2) The maximum aggregate value of all awards and TOs under IHT is \$1,000,000,000. This ceiling is neither divided nor multiplied by the number of awardees.
- (3) Funding is not currently committed for this contract. The Government intends to fund any minimum guarantees at time of award and may fund one or more TOs. Neither contracts nor TOs will be awarded until and unless funds become available. VA will not reimburse bid and proposal costs in the event a contract is not awarded.

C. Veteran Integrated Team (VIT) Management

- (1) Team Compilation and Administration
All awardees will be Fully Mission Capable, Veteran Integrated Teams (VITs) populated with vendor partners specializing in healthcare assembled under the leadership of a Veteran Integrated Team Agile Lead (VITAL). See Attachment J: VIT Definitions for details on team components.

NOTE: While eligible SDVOSBs may submit offers alone, the Government anticipates numerous teaming partners (SDVOSB and otherwise) will be necessary to successfully provide support.

- a. VITAL Eligibility
The VITAL receiving the award must be determined eligible in terms of both size (small under NAICS Code 541611 as confirmed through SAM.gov Representations and Certifications) and Service-Disabled Veteran-Owned Small Business (SDVOSB) status (Vetbiz VIP verified). Following award, the VITAL will be considered “small” for the duration of the five (5) year base period. The VITAL will be required to re-certify its size should the Government exercise its contract option at the end of the base period. VITALs must remain VIP Verified for the duration of the contract.

- b. Veteran Integrated Team Eligible Partner (VITEP) Eligibility
VITEPs must remain VIP verified for the duration of the contract. As an SDVOSB set-aside, the prime and/or similarly situated entities must perform at least 50% of the work (amount paid by Gov't to the prime) and the prime contractor may not subcontract more than 50% to non-similarly situated entities. To contribute to the prime's required performance percentage, a VITEP must be VIP verified at time of TO award and small under the NAICS code established for the Capability Area being supported.

NOTE: For subcontracting purposes pursuant to sections 8(d) of the Small Business Act, a concern is small for subcontracts which relate to Government procurements if it does not exceed the size standard for the NAICS code that the prime contractor believes best describes the product or service being acquired by the subcontract.

- c. Fully Mission Capable
The VITAL will need to report periodically (frequency defined in its initial TO) on the "full mission capability" (FMC) of the VIT. If at any point in time, the VIT is not FMC (full corporate capability across all functional categories and capability areas), it will be unable to respond to TOPR. The VITAL shall make every effort to maintain the FMC of the VIT. In the event the VIT is assessed as not FMC, the VIT may be issued a contract discrepancy report (CDR) and will be provided an opportunity for remediation. Should the VITAL's response not result in an FMC team, in a reasonable time (as determined by the Government based upon TO volume/activity), the Government reserves the right to off-ramp at no cost to the Government. Expectation on time for remediation will be outlined in any CDR issued to the VITAL.
- d. Exclusivity
All teams are exclusive, with all partners/ subcontractors specific to one, and only one Veteran Integrated Team (VIT). No individual firm may be associated with more than one VIT, unless specifically provided for at the TO level.
- e. Issue Resolution
Under this long-term contract and any subsequent TOs, all efforts shall be made to manage and resolve any disagreements between Prime and Subcontractors internally. The Government does not intend to serve as mediator for any issues that arise during or as the result of contract performance. Parameters associated with subcontractor replacement are detailed below.
- f. Open Enrollment Additions
VIT partners will be expressly identified within the base contract at time of award as a Key Partner. (*Key Partners at time of award require an equal or greater replacement*). The Government anticipates partner additions may be required to enhance capability and robustness of the VIT to allow it to respond to the evolving complex healthcare needs of VA. As such the Government intends to provide an open enrollment period to facilitate the addition of new partners during a two-week window near the end of select contract years (Government will notify awardees prior). The Government intends to review proposed replacements/ additions within thirty (30) days of submission and will provide feedback and/or approval. New VIT partners may be proposed from inside or outside the IHT Free Agent List. Additions to the VIT will be evaluated based upon their capability in the proposed functional category/ capability area and eligibility as a VITEP or VITSO. Additions to the VIT will be added to the base contract as "non-key Partner".

g. Replacements

If for any reason a VITAL must remove a Key Partner during contract performance, the VITAL will be required to submit a replacement Partner with equal or greater capability as the partner being replaced. The VITAL shall notify the Government as soon as the change has been identified as necessary. Failure to submit a proposed replacement within thirty (30) days of the removal of the Key Partner could result in the VIT being determined not FMC and subject to off-ramping procedures as described below. The Government intends to review proposed replacements within thirty (30) days of submission and will provide feedback and/or approval.

Any partner being removed from a VIT at the VITAL's discretion will be restricted from joining another existing VIT for a period of no less than six (6) months. VITEPs and VITSOs removed at the discretion of a VITAL may participate as part of a new VIT for the next Government On-Ramp. If a VITEP or VITSO intends to voluntarily withdrawal from its VIT for any reason, the VITAL and/or subcontractor shall notify the Government as soon as possible after this decision, but within thirty (30) days prior if possible. Any subcontractor that voluntarily leaves its VIT will be unable to join an existing different VIT for a period no less than one (1) year (including a new VIT for any Government On-Ramping). VITALs must ensure that FMC is maintained in light of any partner's departure.

(2) Free Agency

The Government intends to establish and maintain a Free Agent VIT List for the life of the vehicle. The list will include non-awardees that request to be added as well as VIT partners off-ramped or replaced during contract performance. The list will be updated quarterly. The Government intends to release periodic FBO notices offering opportunities to be added to the list.

The Free Agent VIT List will include company name, contact information, self-identified functional categories, and socio-economic status. The list will be made available to all current VIT members and those on the list.

VITs may use the Free Agent VIT List during Contractor Open-Enrollment, at the time of Key Partner replacement, and for additional resources to support a designated Wildcard Task Order. The Government does not intend to scrutinize or assess capabilities of firms on the list until proposed as a VIT partner replacement or addition by a VITAL.

D. Task Order Procedures

Contractors under VHA IHT shall provide services as requirements are identified throughout the ordering period. Requirements may span the labor categories and tasks of one or more Functional Categories and/or Capability Areas. Each requirement will specify details as they relate to deliverables, performance and other technical items. Contractors may be required to use the Acquisition Task Order Management System (ATOMS) for all task orders.

- (1) VHA IHT will follow ordering procedures as outlined in FAR 16.505. In accordance with FAR16.505(b)(2), the CO will provide all awardees a fair opportunity to be considered for all awards under VHA IHT which exceed the micro-purchase threshold, unless one of the following exceptions applies:

- a. The agency need for the supplies or services is so urgent that providing a fair opportunity would result in unacceptable delays;
- b. Only one awardee is capable of providing the supplies or services required at the level of quality required because the supplies or services ordered are unique or highly specialized;
- c. The order must be issued on a sole-source basis in the interest of economy and efficiency because it is a logical follow-on to an order already issued under the contract, provided that all awardees were given a fair opportunity to be considered for the original order; or
- d. It is necessary to plan an order to satisfy a minimum guarantee.

Should one of these exceptions exist, the CO will execute the task order as a sole-source task order, seeking proper justifications in accordance with the FAR and agency procedures.

- (2) As requirements for VHA IHT are defined, Contractors will be given the fair opportunity to compete for the award, assuming one of the exceptions noted above does not exist. The CO will issue a Task Order Proposal Request (TOPR) in accordance with the procedures as outlined below. It should be noted that while VHA IHT contractors are not required to respond to all TOPRs for which they are afforded the opportunity, they are expected to do so. Repeated failure to provide a response will be reflected in past performance evaluations at the IDIQ level and may be taken into consideration when deciding whether or not to exercise the option. Contractors unable to perform the requirements as stated in a TOPR must submit a “no-bid” to the CO with a brief, yet specific, explanation.
- (3) Each TOPR will include, at a minimum:
 - a. the due date and instructions for proposal submission,
 - b. Statement of Work (SOW), Statement of Objectives (SOO), or Performance Work Statement (PWS) with a description of the requirements, including deliverables, minimum qualifications, and applicable information,
 - c. the place and period of performance, and
 - d. any additional information deemed necessary by the CO.
- (4) Each task order requirement will have a unique evaluation plan that will be developed by the CO and detailed in the TOPR. COs have wide latitude in developing and establishing the most appropriate evaluation factors given the nature of the TO. Factors, with the exception of Price, will be assigned an adjectival rating. In general, TOPRs will be evaluated by analysis of the following factors:
 - a. Technical Capability. The contractor will be asked to discuss their plan for accomplishing the work of the requirement. This factor may include subfactors such as a management plan, staffing plan, or key personnel.
 - b. Performance Risk. The contractor will be asked to provide examples of relevant experience and to provide past performance questionnaires which confirm a level of quality. The CO may consider relevant performance on task order awards under VHA IHT and any other information available from Government sources.

- c. Price. The Government will evaluate price reasonableness using price analysis techniques as prescribed in FAR 15.404-1(b). The Government reserves the right to evaluate price realism at the task order level. When competing for Labor Hour type TO awards, contractors are permitted to propose labor rates that are equal to or lower than those as listed in their contract. The Government will ensure that rates are not reduced to a level that risks nonperformance by requiring justification for the reduced rate at the time of proposal. Contractors may be requested to identify labor categories, number of hours, and labor rates in their price proposal for performance of each task.
 - d. Any other factors as determined appropriate by the CO.
- (5) The task order proposals will be evaluated in accordance with the evaluation criteria as set forth in each TOPR. The CO is not required to prepare formal evaluation plans, post notice on the Federal Business Opportunities webpage or hold discussions or negotiations with each offeror. The CO will, however, maintain an internal record of the award decision and supporting information. COs may evaluate by directly comparing competitive proposals and make an award decision based upon this comparison.
 - (6) In accordance with FAR 16.5, the CO has broad discretion in determining which contractor should receive a task order. The CO will issue a task order to the contractor whose proposal is most advantageous to the Government considering the evaluation factors specified in the TOPR. The CO reserves the right to withdraw or cancel the TOPR. In such event, the contractor will be notified, via email, of the CO's decision. This decision shall be final and conclusive and shall not be subject to the Disputes Clause or the Contract Disputes Act.
 - (7) Upon TO award, the TO will be sent via email to the contractor. The contractor is not authorized at any time to commence TO performance prior to issuance of a signed TO or other written approval provided by a CO. The contractor's failure to begin performance within the time frame required may result in termination of the task order and reconsideration of the other task order proposals received in response to the TOPR.
 - (8) In accordance with FAR 16.505(b)(6), contractors may request a post-award debriefing for orders exceeding \$5 million. The TO CO will conduct post-award debriefings in accordance with FAR 16.505(b)(6)(ii) and FAR 15.506. Issues arising from the placement of orders are not protestable to the Government Accountability Office unless the protest alleges that the order exceeded the value, scope or period of the contract or in the case where a single task order exceeds \$10 million.
 - (9) Task orders may only be modified by written modification, executed by a warranted CO. The contractor shall not perform or provide services that are not expressly stated in the contract or TO. A Contracting Officer's Representative (COR) does not have the authority or means to obligate the Government or change the terms and conditions of the contract or TO.

E. On-Ramp/ Off-Ramp

- (1) On-Ramping
The Government reserves the right to "on-ramp" additional FMC VITs throughout the ordering period to ensure adequate competition. Should the Government exercise this right, a new solicitation with tailored requirements, terms, and conditions will be issued to the Government

Point of Entry (GPE) at FBO.gov. New VIT awardees will be added to the pool of IHT IDIQ contractor holders for future TO competitions.

Contracts awarded via the “on-ramp” process will share in, but not increase, the previously established ceiling. The “on-ramping” process will not extend the ordering period. “On-ramping” and “off-ramping” processes may occur independently and are not guaranteed as a result of the other. The decision to “on-ramp” and “off-ramp” is at the sole discretion of the Government. The Government anticipates three (3) “On-Ramp” periods during the life of the vehicle.

The Government anticipates successful performance under this contract will provide great long-term value to the government. To preserve the value gained through successful contract support, VITs that are successful and whose VITAL subsequently become large after the five-year base period will be off-ramped (as the VITAL is no longer eligible under the set-aside). In the event a VIT is off-ramped due to ineligibility, the Government will open an on-ramp period whereby the VIT with a new proposed VITAL may submit a team response for consideration. If determined in the best interest of the Government, this VIT and any additional prospective VITs submitting offers may be on-ramped as a new awardee for the option period. In cases where a VITAL sizes out and its VIT is off-ramped, consideration should be given by the VIT in order to maintain the integrity of the VIT “keep the band together”, thus maximizing opportunity for a new award and preserving the VITs value.

(2) Off-Ramping

The Government may off-ramp VITs at any time during the contract period for performance issues, responsiveness, or eligibility at its discretion.

a. Performance

VIT performance will be assessed/evaluated at the base contract and task order level. QASP and other performance measures as determined appropriate by the Government will be utilized. TO performance will be reported through the CPARS (Contract Performance Assessment Reporting System).

In the event of severe and/or multiple performance failures not remedied to the Government’s satisfaction, the Government reserves the right to off-ramp the VIT at no cost to the Government.

b. Responsiveness

Contractors are not required to respond to all TOPRs for which they are afforded the opportunity, however they are expected to do so. Contractors unable to perform the requirements as stated in a TOPR must submit a “no-bid” to the CO with a brief, yet specific, explanation. Repeated failure to provide a proposal or adequate rationale for failure to propose may result in off-ramping at no cost to the Government.

c. Size/Status

VITAL and all VITEPs will be required to recertify small business status at the time of the Option exercise. The graduation of a VITAL from small to large (under the size standard established by SBA at time of Option exercise) will result in the off-ramp of the VIT (see section E. (1) above). Additionally, if a VITAL is unable to maintain VIP Verification at any time during the base or option period, it may be determined ineligible and may be off-ramped by the Government at no cost to the Government.

(3) Future Competitions

In performing services of IHT, contractors may gain access to procurement sensitive information or be tasked with providing support services in developing acquisition packages. Contractors are advised that such access or support may deem the contractor ineligible for award on future related procurements. Contractor's failure to recuse itself from future competitions or present a mitigation plan in light of an Organizational Conflict of Interest (OCI), where applicable, may be grounds for termination under this contract and non-selection for future contracts in accordance with FAR Part 9.5.

F. Options

In accordance with FAR 17.2, TOs may contemplate the use of options. Inclusion of options at the TO level will be properly documented and approved in accordance with the FAR and agency procedures and will be clearly stated in the TOPR. FAR 52.217-9 will be included in any TOs that include options. TOs may also include FAR 52.217-8, Option to Extend Services.

G. Invoicing

- a. All payments by the Government to the contractor will be made in accordance with 52.232-33, Payment by Electronic Funds Transfer – System for Award Management.
- b. Specific invoicing instructions will be specified at the TO level.

H. Subcontracting

- (1) Prime contractors may only propose subcontractors at the TO level initially proposed and awarded at the IDIQ level, unless the Government designates a particular TO as a Wildcard TO. Limitations on Subcontracting requirements apply to every Task Order.
- (2) LIMITATIONS ON SUBCONTRACTING—MONITORING AND COMPLIANCE (JUL 2018) (DEVIATION)
 - (a) This solicitation includes Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside, 852.219-11.
 - (b) Accordingly, any contract resulting from this solicitation is subject to the limitation on subcontracting requirements in 13 CFR 125.6. The Contractor is advised that in performing contract administration functions, the Contracting Officer 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.
 - (c) 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 Contracting Officer in assessing the Contractor for compliance are protected to ensure information or data is not improperly disclosed or other impropriety occurs.
 - (d) 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 Contracting Officer to assess the Contractor's compliance with the limitations on subcontracting or percentage of work performance requirement.

I. Privity of Contract

The Government will only deal directly with the VITAL for all matters regarding the IDIQ contract and all resulting task orders.

B.2 IDIQ CONTRACT PRICE/COST SCHEDULE

See Attachment I- VHA IHT LCAT Price Spreadsheet

B.3 PERFORMANCE WORK STATEMENT

VETERANS HEALTH ADMINISTRATION (VHA) INTEGRATED HEALTHCARE TRANSFORMATION

1.0 INTRODUCTION AND SCOPE

1.1 OVERVIEW

The purpose of the VHA Integrated Healthcare Transformation (IHT) requirement is to provide best value healthcare and professional consulting services to VHA through a pool of highly qualified Veteran Integrated contractor Teams (VITs). The resulting acquisition vehicle will be a multiple award Indefinite Delivery Indefinite Quantity (IDIQ) contract in accordance with Federal Acquisition Regulation (FAR) 16.504. This acquisition solution balances VA's obligation to provide to our Service-Disabled Veteran-Owned Small Businesses (SDVOSBs) direct contracting opportunities and the VHA National Program need to obtain maximum value from healthcare related professional service expenditures. Opportunities for SDVOSBs are provided through set-aside IDIQ award(s) to Integrated Teams led by SDVOSBs serving as Veteran Integrated Team Agile Leads (VITAL), and SDVOSB teaming partners serving as VIT Eligible Partners (VITEPs). VHA National Programs will recognize maximum value from healthcare related professional service expenditures through integrated support crossing various Functional Categories, access to national healthcare consulting VIT Partners, and Team Partners with expert knowledge in any of the identified Functional Categories. Additional benefits include a vehicle that is focused on efficiency with streamlined ordering procedures and reduced procurement lead times. A description of the VIT and all team requirements are identified in *B.1 Contract Administration Data*.

1.2 SCOPE

The Veterans Health Administration is America's largest integrated health care system, supported by approximately 300,000 employees providing care at 1,250 health care facilities, including 172 medical centers and 1,069 outpatient sites of care of varying complexity across the continuum, serving 9 million enrolled Veterans each year. VHA facilities are located in all 50 states, Puerto Rico, the U.S Virgin Islands, the Philippines, Guam and American Samoa and serve a diverse population of Veterans.

The Veterans Health Administration (VHA) recognizes the unique problems facing Veterans today. With Congressional and Presidential backing, the VHA has been provided the necessary support to complete an organizational transformation that enables VHA to provide seamless, high-quality, integrated, coordinated healthcare, anytime and anywhere.

A framework has been outlined for developing a clinically-integrated, community-supported, reliable system of healthcare focused on providing the highest-quality and safest outcomes — and restoring trust among Veterans and their families, employees, and anyone who counts on our healthcare system. The framework will be responsive to the broader trends affecting all of healthcare, including advances in information and communications technology. VHA employees have created a culture of service, and VHA must provide the right tools, processes and technologies to bolster its customer experiences; increase long-term satisfaction and pride in working for VHA; and maximize positive impacts on Veteran health and well-being.

The VHA Business Functional Framework 2.12 (fig. 1) provides a visualization of the breadth, scope and complexity of the health care and services delivery across the VHA continuum. It also identifies, elaborates and models the VHA business, providing a mechanism for linking the VHA organizations,

strategies, applications, business processes, and other components in the business architecture, as it applies to the provision of healthcare services. All work performed under Integrated Healthcare Transformation must support a category/function under the functional framework to be within scope.

Figure 1: VHA Business Functional Framework (High Level)

Health Care						
[1.0] Access to Health Care	[2.0] Public Health	[3.0] Health Care Administration	[4.0] Delivery of Health Care	[5.0] Health Care Research	[6.0] Health Care Education	[7.0] Management of Business Enabling
<ul style="list-style-type: none"> • Provide Member Access • Provide Communications and Outreach 	<ul style="list-style-type: none"> • Coordinate with Health Agencies • Environmental Health • Medical Registry Services 	<ul style="list-style-type: none"> • Manage Healthcare Costs and Admin Efficiency • Medical Center Administration • Health Provider Info • Disaster Preparedness Programs • Policy Formulation and Implementation • Manage Clinical Performance 	<ul style="list-style-type: none"> • Clinical Care Svc. • Ancillary Svc. • Common Clinical Support 	<ul style="list-style-type: none"> • Research Strategic • Research proposals • Manage Research environment • Perform HC Research • Sharing 	<ul style="list-style-type: none"> • VHA Health Profession Training • Relationships with External Institutions 	<ul style="list-style-type: none"> • VHA Wide-Admin Services • Information Management • Acquisitions • Human Resources • Financial Management • Planning and Budgeting • Enterprise Reporting

*Business enabling services including VHA Wide-Admin Services, Information Management, Acquisitions, Human Resources, Financial Management, Planning and Budgeting, and Enterprise Reporting, that are ancillary to or in support of categories 1.0-6.0 above may be required under a specific Task Order. Task Orders that only include business enabling services without healthcare requirements are not within scope of the IHT vehicle.

The Secretary of the VA established priorities to provide clarity and focus, ensure organizational improvements, and enable culture change. The Secretary’s priorities are responsive to the needs of the organization and Veteran population and can shift dependent on multiple factors but remain focused on providing efficient and effective services to our Nation’s Veterans. The current Secretary’s priorities: Customer Service, Access to Care, Electronic Health Record Modernization (EHRM), and Business Transformation, as well as the VHA Executive in Charge’s priorities: learning organization, modernization, and restore trust, drive the initiatives associated with transformation, as will priorities of successive leadership.

This acquisition will support the needs of all VHA program offices. This vehicle is a resource to support implementation and healthcare requirements at all levels of the VHA. The Office of Healthcare Transformation (OHT) will be the owner of this vehicle and key user. Currently OHT has 130 FTE, supports over 60 projects, including major transformational initiatives, in effort to best accomplish VHA’s mission and strategic goals, priorities, and initiatives. Much of this work is complex and agile and is best supported through the use of expert contractors who provide critical market-based healthcare industry skills that augment the internal activities of the VHA program offices. This acquisition includes three comprehensive Functional Categories and include numerous subordinate categories, any of which can be integrated into a single task order to reduce the risk to the Government and ensure complete solutions to complex programs. This acquisition will provide a vehicle for healthcare transformation and organizational change. Inherent to the transformation will be the need for a broad range of healthcare focused management and business services and solutions.

Task orders against this IDIQ will require contractor support for vast and complex healthcare programs and projects. The VHA healthcare is a complex integrated system that must transform in response to both the changing needs of the Veteran population and changes in the healthcare industry. These shifts create challenges and require collaboration (internal and external partnerships) as well as new and innovative approaches to healthcare and healthcare delivery. The programs and projects will require diverse healthcare operations knowledge and experience. As needs arise, subject matter expertise will be required to be rapidly available to provide national support under a potential task order including, but not limited to, the following areas: high reliability organization, electronic health records management, healthcare modernization and transformation (to include integration of artificial intelligence solutions and disruptive models), financial management business transformation in a healthcare setting, healthcare human resources (to include credentialing, privileging and licensing), healthcare regulatory compliance, healthcare analytics, mental health and suicide prevention, access to care, and population health.

The Veteran Integrated Team Agile Lead (VITAL) shall provide the services and labor categories necessary to fulfill the requirements of Functional Category I: Health System Transformation and Innovation and lead a VIT (Veteran Integrated Team) that is capable of fulfilling requirements from all three Functional Categories simultaneously. The VITAL shall ensure the seamless integration of multiple workstreams and functional areas within a task order. For each base contract the VIT must be fully mission capable, able to meet the requirements of the three Functional Categories, under the leadership of the VITAL. For each base contract and any subsequent task order awards, the contractor shall provide the contractor personnel, comprehensive management, materials, equipment, facilities, travel, supervision of contractor resources, and any required deliverables necessary to satisfy the healthcare requirement. The contractor shall perform the work in accordance with the resultant base contract, and any task order awards.

Due to the nature of transformation, the Government anticipates that many of the eventual Task Orders in the base period will contain Advisory and Assistance work. In accordance with 16.505(2)(c) *Limitation on ordering period for task-order contracts for advisory and assistance services*, the ordering period for Advisory and Assistance services shall not normally exceed five years; therefore, the Advisory and Assistance services are permitted during the 5-year base period. For the 5-year option period, all Advisory and Assistance services shall be at most incidental, unless an exemption exists under 16.505(2)(c).

Information technology development and administrative or clerical tasks which are not strictly incidental to the requirements are outside the scope of this contract.

1.3 AUTHORIZED ORDERING AND ADMINISTRATION

At time of initial award, only warranted Contracting Officers within the Strategic Acquisition Center (SAC-F/ SAC-V) are authorized to solicit and place orders against this IDIQ contract. The Government reserves the right to expand this authority if in the best interest of the Government to do so.

This PWS provides the scope of the base contract and general requirements. Specific requirements will be defined in each individual Task Order (TO). The majority of TOs will include requirements from two or more of the Functional Categories. Each TO will be managed by a VHA Contracting Officer's Representative (COR) who has direct experience in the business requirement on which the TO is focused.

The healthcare focused services within the scope of this Indefinite Delivery/Indefinite Quantity (IDIQ), as described in Section 3 below, can be used by all VHA Programs.

2.0 GENERAL INFORMATION

2.1 Type of Contract

The contract shall be an IDIQ contract. Task orders (TOs) issued under this IDIQ may include firm fixed price and labor hour (or hybrid) orders. Labor Hour (or hybrid) orders will be justified by the Contracting Officer at the order level. Contractors will receive a Task Orders Proposal Request (TOPR) for each task order competition. Contractors may submit a proposal in response to a TOPR, using the terms and evaluation factors found in the TOPR, as well as the terms and conditions set forth in Section B of the contract, as guidance for preparing a proposal. Contractors may be given discretion to propose labor categories and/or specific subject matter experts that meet the Functional Categories and requirements as outlined in each TOPR.

2.2 Contract Ordering Period

The ordering period for the base IDIQ contract is five (5) years with one optional period of five (5) years. Each TO shall specify the period of performance that will govern a particular task order awarded under the base IDIQ contract.

2.3 Place of Performance

The place of performance will be specified in each task order; task orders may require key personnel to be present in the DC area. Work may be required to be performed at a contractor's facility, Government furnished facility, or other location. The contractor may be requested to provide services throughout the United States (U.S.) and its territories, however, services required to be performed at the Department of Veterans Affairs main headquarters will be at the following Government location: U.S. Department of Veterans Affairs, 810 Vermont Ave. NW, Washington, DC 20420.

2.4 Travel

Travel, to include the deployment of multiple teams, simultaneously, within the United States and its territories may be necessary. Travel must be approved in advance by the Contracting Officer or the Contracting Officer's Representative (COR) and will be reimbursed in accordance with the Federal Travel Regulations. The Government will not be responsible for any relocation expenses associated with moving contractor personnel to the Washington, DC commuting area or other job sites as may be identified in individual TOs either initially, or if necessary, with replacement of personnel, even if replacement of personnel is required. No costs will be reimbursed for travel to or from the place of performance, unless otherwise specified and/or authorized in the task order by the CO. If travel is required, it will be specified at the TO level.

2.5 Hours of Contractor Operations (Government-Provided Work Site)

Work performed on TOs issued under this contract are anticipated to occur Monday through Friday, within the hours of 0600 Eastern Standard Time (EST) and 1800 EST, except as authorized by the COR. VHA observes all federal holidays as recognized by the Office of Personnel Management

(<http://www.opm.gov/fedhol/index.htm>). Services performed at the Government's site must not occur on Federal holidays or weekends, unless authorized in advance by the COR, or anytime the Government offices are closed. These parameters may be altered in each task order award.

The contractor may be required to provide back-up coverage during periods of extended absences of assigned contractor personnel (five or more workdays) to ensure continuity of services.

2.6 Government-Furnished Information, Equipment, and Facilities

Government-Furnished Information (GFI), Government-Furnished Equipment (GFE), and Government-Furnished Facilities (GFF), if applicable, will be specified as necessary by each individual task order. VA implemented and enforces two-factor authentication (2FA) for all remote access to its networks. Network access through the Citrix Access Gateway (CAG) will require the use of a personal identity verification (PIV) card to complete the login process. The only method for users to access the VA network is with a PIV card.

The Contractor shall request other Government documentation deemed pertinent to the work accomplishment directly from the Government officials with whom the Contractor has contact. The Contractor shall consider the COR as the final source for needed Government documentation when the Contractor fails to secure the documents by other means. The Contractor is expected to use common knowledge and resourcefulness and when in doubt, shall ask the COR.

3.0 FUNCTIONAL CATEGORIES AND LABOR CATEGORIES

3.1 General Requirements

Contractor personnel shall have the level of experience necessary to accomplish the requirements of this PWS. Requirements of this PWS and future task orders will require highly complex healthcare experience. Highly complex healthcare requirements may include the involvement of multiple Functional Categories and several program offices and/or departments e.g. DOD and VHA. Healthcare is defined for this vehicle as the continuum of care and services that include but are not limited to: operations, management, and planning of diagnostic, preventative, remedial, therapeutic services in inpatient, outpatient, and telemedicine settings. Healthcare requirements may also include management support of supply chain i.e. medical equipment, pharmacy services, healthcare claims processing and benefits administration. The scope of these requirements may include the integration and management of various interrelated workstreams for a strategic, resource intensive, time constrained projects.

In addition, contractor personnel shall be acceptable to the Government in terms of personal and professional conduct, and in technical knowledge. Furthermore, contractor personnel are expected to be proficient in using office automation equipment and software, this may include, at the task order level, a requirement to leverage specific healthcare and/or Government technologies and have sufficient written and verbal communication skills to support VHA program offices, their customers and any other VA organizations. Should any contractor personnel be determined to be unacceptable in terms of technical competency or unacceptable conduct or behavior while on-site or while working on contract activities, the contractor shall immediately remove and replace the unacceptable on-site personnel at no additional cost to the Government. Contractor personnel are to serve in a support role; therefore,

final decisions regarding inherently governmental functions will always be made by Government personnel.

3.2 Service Requirements

Services performed shall be of a non-personal nature. VA organizations will not provide supervision of contractor personnel. Contractor personnel shall at no time allow an employer-employee relationship to develop with VA organizations or their staff. VA organizations will refrain from any activities that create the appearance of such a relationship.

Contractors shall not perform inherently governmental functions including: decision-making, supervision of Government employees, supervision of other contractors on other contracts, and activities that create the appearance of performing such functions.

3.3 Functional Categories

The Veteran Integrated Team Agile Lead (VITAL) shall provide services, labor categories, and solutions necessary to fulfill the scope of Functional Category I. The entire VIT shall collectively provide services, labor categories, and solutions necessary to fulfill the scope of all three Functional Categories.

3.3.1 Functional Category I: Health System Transformation and Innovation

The contractor shall provide services and facilitation as they relate to program and project management, business process reengineering, business process improvement, business process management, and change management and transition, strategic planning and communications, and executive support in a complex, large, integrated healthcare environment, as outlined below. Critical to the success of transformational efforts is an integrated, innovative approach to healthcare programs and projects, encompassing all lines of effort.

3.3.1.1 Program and Project Management

The contractor will provide support to assist the Government in implementing disciplined, comprehensive, and flexible program and project management processes, including monitoring of project metrics, rigorous risk management, and prompt reporting on Government-approved cost, schedule, performance, and risk baseline.

When needed the approach must incorporate large integrated (to include governmental) healthcare project management best practices. Program and project management must integrate all functions required for a success.

3.3.1.2 Business Requirements Development

The contractor shall support the development of complex healthcare business requirements to support strategic implementation of new technology solutions that improve business efficiency while meeting programmatic goals. Tasks may include gathering customer input, identifying measures, assumptions or dependencies, integrating processes into larger systems requirements, and defining non-universal terms and interfacing with information technology staff to communicate requirements. All work will be in

support of an existing program office requirement and follow established VHA requirements and governance processes.

3.3.1.3 Strategic Planning

The contractor shall provide support of integrated healthcare strategic planning, including development of goals, objectives, strategies, performance measures, targets, improved programmatic outcomes, succession plans, and linkages to programming, budgeting and evaluations.

3.3.1.4 Program Evaluation

The contractor will employ a proven systematic method for collecting, analyzing, and leveraging information to evaluate healthcare projects, policies and programs for effectiveness and efficiency.

3.3.1.5 Business Process Reengineering, Improvement and Management

The contractor shall conduct studies in support of healthcare system redesign and business process reengineering, improvement and management. The contractor shall develop implementation plan and support the process of implementing and sustaining improvements. The contractor shall use a healthcare systems engineering approach to conduct organizational studies that specifically assess and analyze current organizational states and management systems and perform gap analyses of differences between current and targeted states, including findings and recommendations. Approaches shall integrate acceptable VHA methods, which could include, but are not limited to: Lean, Lean Six Sigma and human centered design. In coordination with the Program office and VHA Business Architecture Office, contractor shall provide all business architecture deliverables in accordance with VHA Standards as mandated provided by VHA Business Architecture Office.

3.3.1.6 Change Management and Transition

The contractor shall support all activities associated with organizational change, including but not limited to, transition management, implementation of major initiatives, communications associated with major initiatives, risk assessment, and organizational transformation and culture change, to include assessment of organizational health. Additional tasks may include employee engagement strategy and environmental scans. The contractor shall provide Change Management tasks in accordance with the Prosci Change Management Framework, and staff will be Prosci certified change management specialists in support of the labor categories associated with this functional category.

3.3.1.7 Quality Management

The contractor shall provide support of quality management systems, tools, and techniques to help organizations transform, including, but not limited to, CMMI, Lean Six Sigma (LSS), ISO 9000/9001, and the Malcolm Baldrige Quality Award criteria.

3.3.1.8 Strategic Communications and Executive Support

The contractor shall provide support to assist in defining, implementing and executing a communications strategy that establishes consistent messaging, public relations management, and structured internal and external communication practices. Plans will be related to VHA initiatives,

priorities, healthcare operations and services and may include inter-agency collaboration, the integration of multiple programs, and national level campaigns. Additionally, the contractor shall assess the return on investment (ROI), effectiveness, and performance of the communication or marketing plan using industry standard best practices and comprehensive metrics/analytics tools and techniques. The communications strategy should closely align with the overall change management approach (3.3.1.6), reflected in its target audiences, modalities, and timing of internal and external communications.

The Contractor shall provide planning, design, organization and management of healthcare executive correspondence and documentation. Tasks may include the development and preparation of presentation materials and business correspondence for Government approval, to include but not limited to PowerPoint, speeches, virtual presentations, brochures, posters, templates, Web graphics, fact sheets, talking points, e-Mail blast content and other materials. Tasks may also include the tracking and reviewing of the status and progress of actions related to the correspondence to ensure the timeliness of responses.

3.3.2 Functional Category II: Implementation and Operations Support

The contractor shall provide essential support services as they relate to both transformation and innovation and functional programs. This support includes data, training, communications, and policy for a complex, large, integrated, healthcare system, as outlined below:

- studies and analyses and surveys and research
- design, conduct, and evaluate training
- outreach, promotional materials, and advertising for internal and external customers
- policy recommendations and papers

3.3.2.1 Studies and analyses

The contractor shall provide healthcare studies as they relate to staffing, evaluation, human resources, organization, leadership, efficiency, effectiveness, gap analyses, organization development, timeliness and quality of care, and emergency preparedness. The contractor shall also conduct surveys, focus groups, conjoint analyses, and other VA accepted techniques for data collection in support of transformation initiatives. Among myriad potential healthcare related study subjects, tasks may include studies of advanced healthcare methodologies and technology (to include the use of Artificial Intelligence in healthcare) and the study and utilization of emerging (disruptive) models in healthcare.

The contractor shall conduct organizational studies and evaluations, design systems and procedures, conduct work simplification and measurement studies, and prepare operations and procedures manuals to assist management in operating more efficiently and effectively.

3.3.2.2 Data Governance

The contractor shall support in the management of the availability, usability, integrity, and security of the VHA's healthcare data. Services may include consultations and process improvements utilizing precise standards and data integrity constraints.

3.3.2.3 Performance Measurement

The contractor shall provide support of strategic performance measurement development based upon healthcare industry standards, including improved linkage between VA-wide strategic healthcare goals and programmatic outcomes; and implementation of the Government Performance and Results Act (GPRA) Modernization Act (GPRAMA).

3.3.2.4 Training Development

The contractor shall create training in various mediums for delivery to desired audience. The contractor may conduct training needs assessment to identify the specialized training materials, media, and goals required to meet the Government's needs.

3.3.2.5 Training Delivery

The contractor will deliver training in various mediums to include: face to face, online, or hybrid formats.

3.3.2.6 Policy Research and Development

The contractor shall perform tasks related to healthcare policy and regulation analysis and the development of policy recommendations. Tasks may include the analysis of specific issues, identification of alternatives, white paper development, development of policy review papers, recommendations in the development of policy directives and handbooks, and other analytical tasks focused on VHA healthcare policy. Public Health related policy tasks may require the contractor to complete quantitative predictive modeling to address future needs in the design of a Veteran-centered health system. All policy recommendations will be reviewed and approved by Government employees.

3.3.2.7 Policy Management

The contractor shall perform tasks related to the management, review, and revision of existing healthcare policy documents. Tasks may include databasing, indexing, revision scheduling, tracking, supporting SME review panels, standardization, and periodic review and analysis of existing policies and procedures for continued applicability, effectiveness and compliance. All policy recommendations will be reviewed and approved by Government employees.

3.3.2.8 Advertising Services

The contractor shall develop materials to promote the public and private awareness of mission, goals, initiatives and objectives to ensure complete understanding of the complex and technical aspects and social issues of Veteran healthcare needs. Additionally, to disseminate information to industry, consumer advocacy groups, and Veteran Service Organizations and engage in recruitment campaigns.

Services may include the following healthcare related components: advertising objective determination, message decision / creation, media selection, outdoor marketing and media services, broadcast media (radio, TV and public service announcements), direct mail services, web-based media services, media planning, media placement services, advertising evaluation, and related activities to advertising services.

3.3.2.9 Media Buying

The contractor shall assist in the procurement of healthcare related advertising and outreach activities that can be in the form of television time, periodical advertisements, internet advertisement, radio,

social media, billboards, public transportation, etc. The contractor shall provide support in negotiating media in accordance with research and analysis and purchasing paid advertising to impact targeted healthcare markets and audiences; generating excitement and awareness of VA benefits, healthcare and services.

3.3.2.10 Public Relations Services/Outreach

The contractor shall assist in the healthcare related strategic communication plan that builds beneficial relationships between the VHA, the public, and other entities. The Contractor shall provide support to assist in developing plans for various Department-wide outreach campaigns and recommending the most effective way of communicating a message in print, electronic format, or both, including social media and web-based outreach.

Other related services may fall under the following categories: executing healthcare related media programs, conducting press conferences, scheduling broadcast and/or print interviews, public relations and crisis communications media training, such as, training of agency healthcare personnel to deal with media and media responses, media alerts and press clipping services related activities to public relations services.

3.3.2.11 Conference, Events, and Planning Services

The contractor shall develop and support preparation of healthcare related conferences, seminars, and events planning services by providing materials that can be presented and/or provided to participants of these events. Services may include the following components for an event and/or booth: project management, coordination and implementation of third party participation, collection management of third party payment for participation, liaison support with venue, audiovisual and information technology support, topic and speaker identification, site location research, reservation of facilities, on-site meeting and registration support, editorial services, automation and telecommunications support, design and editing productions; and mailing and other communication with attendees including pre/post meeting mailings/travel support and computer database creation.

3.3.2.12 Healthcare Related Promotional Materials

The contractor shall develop healthcare related promotional materials in multiple mediums. The type of medium can include pamphlets, posters, brochures, etc. Services may include the following components: developing conceptual design and layouts, providing copywriting and technical writing services, creating sketches, drawings, publication designs, and typographic layouts; and furnishing custom or stock artwork (including electronic artwork).

3.3.2.13 Video/Film Production

The contractor shall develop healthcare related video and/or film materials in multiple mediums to include digital media for the use by the customer. Services may include final editing, copyrights and editing to fit various formats, i.e. High-Definition, streaming, Moving Picture Experts Group (MPEG), etc.

3.3.2.14 Graphics Design

The contractor shall support in the development of healthcare related visual communication for internal and external stakeholders through the use of photography, illustration, visual arts, page layout, etc. Services may include logo design, periodical design, web design, and signage.

Puffery prohibition : In providing communications related services under 3.3.2.8 – 3.3.2.14, or associated task orders, the contractor shall not perform activities that involve “self-aggrandizement” or “puffery” of the agency, its personnel, or activities, activities that are purely partisan in nature, or activities that are “covert propaganda,” or that cover the fact that government appropriations were expended to produce it. Disseminating information to the citizenry about VHA, its policies, practices, and products is permitted.

3.3.3 Functional Category III: Healthcare Business Enabling Services

(Task Orders aligned with this Functional Category must have an inherent healthcare component or be part of a larger task order spanning Functional Categories I and/or II)

The contractor shall provide specialized functional services in support of healthcare programs and projects aligned with the areas below:

- supply chain management, to include process improvement, cold chain management, delivery and storage of goods, and cost benefit analytical studies
- financial services management
- human resources
- acquisitions
- research and development administrative support
- information privacy and records management
- revenue operations
- value base healthcare

3.3.3.1 Medical Supply Chain and Healthcare Logistics Analysis

The contractor shall provide support in the analysis of and recommendations for healthcare supply chain efficiency and improvement measures. The services include all phases (design, development, testing, production, fielding, operations, maintenance, sustainment, improvement, modification and disposal) of planning, acquisition and management of healthcare logistics systems. All recommendations will be reviewed and approved by Government employees.

3.3.3.2 Supply Chain Management

The contractor shall provide support in analysis of and recommendations for the healthcare logistics system, the personnel, and resources involved in the movement and procurement of healthcare supplies to and from the organization. These activities may include product analysis, collaboration with channel partners, and support to the Government in alignment of business functions and processes. All recommendations will be reviewed and approved by Government employees.

3.3.3.3 Supply Chain Planning

The contractor shall provide support, analysis and recommendations to the Government for the process of predicting future healthcare requirements to balance supply and demand. Services may include the analysis of supply stock, future forecast, etc. All recommendations will be reviewed and approved by Government employees.

3.3.3.4 Inventory Management and Operation

The contractor shall provide support, analysis and recommendations to the healthcare logistics system in the practice of overseeing and controlling the systemic ordering, storage and use of the inventory of supplies. These activities may include analysis and risk mitigation to increase value from vendors used in the procurement process. Additional areas of focus may include cost control and quality measurements of consumables, expendables, and supplies. All recommendations will be reviewed and approved by Government employees.

3.3.3.5 Supply Chain Optimization

The contractor shall provide support in the analytical study of efficiencies and opportunities in the healthcare supply chain. Services may include consultation on process improvement, industry best practices, quality management, and assessment of supply chain.

3.3.3.6 Financial Management Modernization

The contractor shall support program office efforts to modernize the VHA's Financial Management System (FMS) and multiple workstreams centered around healthcare financial business processes. The contractor shall provide technical, systems engineering, planning, programmatic support, and resourcing recommendations to support financial management modernization.

3.3.3.7 Internal Financial Controls

The contractor shall provide support, analysis and recommendations to the Government to improve organizational efficiency, detect and eliminate fraud, and maximize compliance with relevant regulation. Support may include monitoring and measuring organizational resources, policies and procedures, and delivering relevant artifacts. All recommendations will be reviewed and approved by Government employees.

3.3.3.8 Management and Operations

The Contractor shall provide budget and financial management support to include tracking, forecasting, analysis, execution, reporting, and actuarial services. Tasks may include analyses to develop recommendations specifically aimed at cost control/cost reduction, support for the Government's budget planning and formulation activities for future years funding needs, and recommendations for standard operating procedures related to healthcare financial management. All recommendations will be reviewed and approved by Government employees.

3.3.3.9 Research and Development Administration Support

The contractor shall perform tasks related to the administration of healthcare research and Institutional Review Board support. Tasks may include administrative support for the peer review process, literature

reviews, Federal Advisory Committee Act (FACA) compliance, portfolio analyses, and other administrative and analytical tasks in support of the VHA intramural healthcare research and development program.

3.3.3.10 Human Resources Support

The contractor shall provide human resources and staffing solutions as they relate to supporting the development of healthcare position descriptions for Government approval, conducting manpower surveys, and providing workforce and human capital management consulting. The contractor shall provide support in the development of position description and qualification documents for human resource activities specific to the healthcare industry. These activities include utilizing Office of Personnel Management (OPM) and VA policies to guide document generation for hiring officials and amend position description and responsibility documents. The contractor shall provide support in the design and analysis of manpower and healthcare staffing studies for the VHA. This support is not inclusive of temporary staffing services.

3.3.3.11 Procurement Support to Program and Project Management

The Contractor shall provide incidental procurement services to support portfolio, program, and project-level product and service requirements. Tasks may include supporting program office with development of requirements, market research, estimates, and other related documentation and capturing gaps, risks, and issues that may impact program and project success.

Organizational Conflict of Interest: All functions related to Acquisition Support shall be on an advisory basis only. Please be advised that awardees of task orders on this IDIQ that include acquisition support tasks may, at the Contracting Officer's sole discretion, be restricted from involvement in future related activities and acquisitions in accordance with FAR 9.5 and the clause entitled, *Organizational Conflict of Interest*, found in the VAAR 852.209-70. If enacted, these restrictions will be in effect for the life of the IDIQ as well as an additional 12-month period following its expiration. The Contractor and its employees, as appropriate, shall be required to sign Non-Disclosure Agreements (PWS Appendix C).

3.3.2.12 Information, Privacy and Records Management

The contractor shall evaluate and recommend solutions to compile, evaluate, analyze, control, secure, and disseminate timely, relevant, objective, and accurate data and information to VHA and VHA stakeholders, including, but not limited to, web-based designs, data governance, operational systems, document storage, applications, models, and assessment of existing legacy systems. These services may include the digitization of hard records to electronic media, disposition of records, and storage of records in accordance with specific regulations. Approaches shall include healthcare industry standards.

3.3.2.13 Revenue Operations

The contractor shall evaluate revenue cycle management (RCM) and operations to include the overarching combination of claims processing, payment, and revenue generation of the healthcare organization's financial system. These services may include all administrative and clinical functions that contribute to the capture, management and collection of patient service revenue. It is the entire life of a patient account.

3.3.2.14 Value Based Healthcare Planning

The contractor shall evaluate the implementation and use of a value-based healthcare delivery model in which providers, including hospitals and physicians, are paid based on patient health outcomes. The model may include value-based care agreements, in which providers are rewarded for helping patients improve their health, reduce the effects and incidence of chronic disease, and live healthier lives in an evidence-based way.

Value-based care differs from a fee-for-service or capitated approach, in which providers are paid based on the amount of healthcare services they deliver. The “value” in value-based healthcare is derived from measuring health outcomes against the cost of delivering the care and services.

3.4 Labor Categories

Attachment A, Labor Categories, provides a comprehensive list of labor categories, descriptions, minimum education and experience requirements, as well as identification for which Functional Category(s) the labor categories are applicable. Individual Task Orders may provide additional requirements for experience or education, including certifications.

It is expected that the minimum education and experience will be in a field or specialty that directly relates to the labor category and task order requirements. The CO reserves the right to grant waivers for the education and experience requirements. Waivers for education may be on the basis of additional years of experience, industry certifications, or equivalent trainings. Waivers for experience may be on the basis of additional years of education and exceptionally specialized experience. Individual task orders may cite additional equivalencies that will be recognized. Contractor’s request for waiver must be provided in writing to the CO, and the CO’s authorization must be provided in writing to the contractor.

The IHT labor categories, identified within Attachment A, are considered bona fide executive, administrative, and professional labor that are exempt from service contract labor standards.

To the extent that any ancillary labor for services are within the scope of IHT and subject to service contract labor standards in accordance with FAR Subpart 22.10 and other applicable agency specific regulatory supplements, the Ordering Contracting Officer for the affected TOPR must identify such work in the task order solicitation and make a determination as to whether service contract wage determinations are to be applied or not.

IHT does not include clauses applicable to any service contract labor standards that are part of a total solution within the scope of IHT. The TOPR Contracting Officer must incorporate the appropriate clauses and provisions in each task order solicitation and subsequent award when service contract labor standards apply.

4.0 MANDATORY TASKS AND DELIVERABLES

The base contract and any subsequent task orders require general contract management to provide oversight, maintain schedules, monitor costs, and assure quality of services, performance and deliverables. The contractor may be asked to attend virtual meetings, provide meeting minutes, prepare agendas, review deliverables, and participate in ad hoc communication to discuss contract or task order status. In addition to tasks and deliverables defined in individual task orders, the contractor shall

perform the tasks and provide the deliverables that follow throughout the performance period. All tasks and deliverables listed in this section shall not be separately priced, nor will separate task orders be issued.

4.1 Management of the IDIQ Contract

The contractor shall institute a process to effectively manage the base contract, subsequent TOs, contractor personnel, and financial resources used to perform the services required by the base contract and TOs. As part of the management process described above, the contractor shall:

4.1.1 Employ a management approach that is consistent with project management best practices (e.g., PMBOK).

4.1.2 Clearly identify all personnel involved in the management and performance of the contract and clearly define their roles, responsibilities and interaction with the Government.

4.1.3 Ensure that all services are compliant with applicable Federal regulations and guidelines.

4.1.4 Adhere to the security regulations, policies, and procedures set forth in the base contract and TOs.

4.1.5 Attend a post-award kickoff meeting. The contractor shall participate in a post-award kickoff meeting with VHA representatives, anticipated to be held within two weeks after award. The Government reserves the right to hold the kickoff meeting in the Washington, DC area. The exact time and location will be determined at time of contract award. Travel costs may not be approved or reimbursed by the Government for the kickoff meeting.

The contractor may be required to participate in a kickoff meeting at the task order level. Details will be specified in each task order, as required.

4.2 IDIQ Monthly Status Report (MSR)

So long as the contractor has at least one active task order, the contractor shall submit an MSR to the IDIQ COR and the CO by the first Monday of every month. The MSR shall provide a comprehensive view of all active task orders by providing the following minimum information:

- a. TO number, project name and brief description
- b. VHA program POC name and contact information
- c. VITAL/TO lead POC name and contact information
- d. Subcontract VIT members conducting work on TO
- e. TO period of performance and current value
- f. For FFP, status of tasks and deliverables, or for LH, status of hours expended, by VIT member
- g. Significant issues (e.g., key personnel, schedule delays), suggested resolutions, and implementation status

The contractor may propose a structure for the report; however, the Government reserves the right to request changes to the report to guarantee the appropriate level of information is being reported. Should the contractor encounter any technical, financial, personnel, or general managerial problems at

any time during the ordering period, the contractor shall immediately contact the CO and respective COR.

4.3 Management of Task Orders (TO)

For each TO, the contractor shall designate a TO Manager who shall be the contractor's primary interface with the CO and TO COR. Any tasks or work products requested by the Government shall be submitted to the TO Manager. The TO Manager shall direct the activities of all TO personnel to meet contract requirements. The TO Managers shall be proactive and responsive to managing contractor resources and meeting requirements of the base contract and the TO.

5.0 DELIVERABLES

The contractor shall provide all deliverables identified in the individual TOs in formats as specified in the TO. All deliverables, unless otherwise specified, shall use Microsoft Office compatible formats.

All deliverables shall be compliant with Section 508, 1998 Amendment to the Rehabilitation Act of 1973 according to the particular requirements for each such deliverable.

6.0 KEY PERSONNEL

The IDIQ Contract Manager is defined as the key person for the base contract. The IDIQ Contract Manager must have a minimum education of a bachelor's degree in a business or program related field and a minimum of 10 years of experience managing programs, projects, or contracts of comparable size, scope and complexity to this procurement. The IDIQ Contract Manager shall have experience with government contract oversight.

Additional key personnel may be identified in each task order. Key personnel, at the base contract and TO level, shall not be removed, diverted, or replaced from work without concurrence by the COR, and approval of the CO.

Any personnel the contractor offers as substitutes shall have the ability and qualifications, including education and experience, at least equivalent to the key personnel whose biography was submitted with the successful proposal. All notification of / request for substitutions in key personnel shall be submitted to the COR/CO at least 15 calendar days prior to making any change in key personnel, to the maximum extent practicable. The notification shall be in writing and shall provide a detailed explanation of the circumstances necessitating the proposed substitution. The contractor shall submit a complete biography for the proposed substitute, and any other information requested by the CO. The CO will evaluate such requests and promptly notify the contractor of approval or disapproval thereof in writing.

7.0 QUALITY ASSURANCE

7.1 Quality Assurance Surveillance Plan

In accordance with FAR 37.102, task orders issued under this IDIQ will be performance-based to the maximum extent practicable. Each TO will define the quality assurance surveillance plan, to include specific performance standards and measures at the TO level.

7.2 Contractor Performance

Attachment B, Contractor Discrepancy Report (CDR), may be issued by a CO or COR to document less than acceptable performance by the contractor at any point during the period of performance. It should be noted that issuance of a CDR should not be the first form of communication or plan of resolution unless the seriousness of the situation warrants such formal documentation from onset. The CO, COR and contractor shall maintain open and effective communications to avoid the issuance of CDRs to the maximum extent practicable. All parties acknowledge that a finalized CDR will become part of the official file and will be used to report on annual performance under the IDIQ. If use of a CDR is warranted, the CO/COR shall complete the CDR, citing the IDIQ and/or TO number and the specific IDIQ and/or TO section or clause related to the performance issue. The CO/COR shall provide a detailed and descriptive narrative of the background and issue. Upon receipt of the CDR, the contractor shall provide a timely and detailed response by the contractor. The contractor's response shall include any important or relevant information or justification for the performance issue and a proposed resolution.

The CO/COR will review the response from the contractor and the CO will issue a final recommendation or plan of action. The CO, COR, and contractor will maintain communication to ensure that the recommendation or plan of action is carried out.

The contractor's performance on the IDIQ and any TOs will be reported to the Contractor Performance Assessment Reporting System (CPARS) on an annual basis. The CO and COR will make use of information from CDRs and the Task Order Performance Evaluations, as well as any additional knowledge and information available to them with respect to the contractor's performance, to complete the CPARS. Contractors shall familiarize themselves with the CPARS process and be prepared to respond to reports entered by the CO and COR.

8.0 SECURITY AND PRIVACY REQUIREMENTS

All Contractors and Contractor personnel shall be subject to the same Federal security and privacy laws, regulations, standards and VA policies as VA personnel, including the Privacy Act, 5 U.S.C. § 552a, regarding information and information system security. Contractors must follow all security and privacy requirements, per Attachment C - VA Information and Information System Security/Privacy Requirements. During active performance Contractors and Contractor personnel are responsible for maintaining compliance with VA policies. Specific stipulations for rapid response task orders will be included there within. The C&A requirements do not apply, and a Security Accreditation Package is not required. Any and all VA sensitive information that pertains to a requirement in a specific task order will be contained to VA systems and networks.

SECTION C - CONTRACT CLAUSES

C.1 NOTICE OF HYBRID CONTRACT

This is a Firm-Fixed-Price, Labor-Hour type contract.

The following symbols will appear next to the applicable clauses and provisions throughout this document.

\$ = applicable to Fixed-Price line items only.

@ = applicable to Cost-Reimbursement line items only.

& = applicable to Time-and-Material/Labor-Hour line items only.

C.2 52.212-4 CONTRACT TERMS AND CONDITIONS—COMMERCIAL ITEMS (OCT 2018) ALTERNATE I (JAN 2017)

(a) *Inspection/Acceptance.*

(1) The Government has the right to inspect and test all materials furnished and services performed under this contract, to the extent practicable at all places and times, including the period of performance, and in any event before acceptance. The Government may also inspect the plant or plants of the Contractor or any subcontractor engaged in contract performance. The Government will perform inspections and tests in a manner that will not unduly delay the work.

(2) If the Government performs inspection or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish and shall require subcontractors to furnish all reasonable facilities and assistance for the safe and convenient performance of these duties.

(3) Unless otherwise specified in the contract, the Government will accept or reject services and materials at the place of delivery as promptly as practicable after delivery, and they will be presumed accepted 60 days after the date of delivery, unless accepted earlier.

(4) At any time during contract performance, but not later than 6 months (or such other time as may be specified in the contract) after acceptance of the services or materials last delivered under this contract, the Government may require the Contractor to replace or correct services or materials that at time of delivery failed to meet contract requirements. Except as otherwise specified in paragraph (a)(6) of this clause, the cost of replacement or correction shall be determined under paragraph (i) of this clause, but the "hourly rate" for labor hours incurred in the replacement or correction shall be reduced to exclude that portion of the rate attributable to profit. Unless otherwise specified below, the portion of the "hourly rate" attributable to profit shall be 10 percent. The Contractor shall not tender for acceptance materials and services required to be replaced or corrected without disclosing the former requirement for replacement or correction, and, when required, shall disclose the corrective action taken. [Insert portion of labor rate attributable to profit.]

(5)

(i) If the Contractor fails to proceed with reasonable promptness to perform required replacement or correction, and if the replacement or correction can be performed within the ceiling price (or the ceiling price as increased by the Government), the Government may—

(A) By contract or otherwise, perform the replacement or correction, charge to the Contractor any increased cost, or deduct such increased cost from any amounts paid or due under this contract; or

(B) Terminate this contract for cause.

(ii) Failure to agree to the amount of increased cost to be charged to the Contractor shall be a dispute under the Disputes clause of the contract.

(6) Notwithstanding paragraphs (a)(4) and (5) above, the Government may at any time require the Contractor to remedy by correction or replacement, without cost to the Government, any failure by the Contractor to comply with the requirements of this contract, if the failure is due to—

(i) Fraud, lack of good faith, or willful misconduct on the part of the Contractor's managerial personnel; or

(ii) The conduct of one or more of the Contractor's employees selected or retained by the Contractor after any of the Contractor's managerial personnel has reasonable grounds to believe that the employee is habitually careless or unqualified.

(7) This clause applies in the same manner and to the same extent to corrected or replacement materials or services as to materials and services originally delivered under this contract.

(8) The Contractor has no obligation or liability under this contract to correct or replace materials and services that at time of delivery do not meet contract requirements, except as provided in this clause or as may be otherwise specified in the contract.

(9) Unless otherwise specified in the contract, the Contractor's obligation to correct or replace Government-furnished property shall be governed by the clause pertaining to Government property.

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

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

(d) *Disputes.* This contract is subject to 41 U.S.C. chapter 71, Contract Disputes. Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action

arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) *Definitions.*

(1) The clause at FAR 52.202-1, Definitions, is incorporated herein by reference. As used in this clause—

(i) *Direct materials* means those materials that enter directly into the end product, or that are used or consumed directly in connection with the furnishing of the end product or service.

(ii) *Hourly rate* means the rate(s) prescribed in the contract for payment for labor that meets the labor category qualifications of a labor category specified in the contract that are—

(A) Performed by the contractor;

(B) Performed by the subcontractors; or

(C) Transferred between divisions, subsidiaries, or affiliates of the contractor under a common control.

(iii) *Materials* means—

(A) Direct materials, including supplies transferred between divisions, subsidiaries, or affiliates of the contractor under a common control;

(B) Subcontracts for supplies and incidental services for which there is not a labor category specified in the contract;

(C) Other direct costs (e.g., incidental services for which there is not a labor category specified in the contract, travel, computer usage charges, etc.);

(D) The following subcontracts for services which are specifically excluded from the hourly rate: [Insert any subcontracts for services to be excluded from the hourly rates prescribed in the schedule.]; and

(E) Indirect costs specifically provided for in this clause.

(iv) *Subcontract* means any contract, as defined in FAR Subpart 2.1, entered into with a subcontractor to furnish supplies or services for performance of the prime contract or a subcontract including transfers between divisions, subsidiaries, or affiliates of a contractor or subcontractor. It includes, but is not limited to, purchase orders, and changes and modifications to purchase orders.

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

(g) Invoice.

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

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

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

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

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

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

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

(i) *Payments.*

(1) *Work performed.* The Government will pay the Contractor as follows upon the submission of commercial invoices approved by the Contracting Officer:

(i) *Hourly rate.*

(A) The amounts shall be computed by multiplying the appropriate hourly rates prescribed in the contract by the number of direct labor hours performed. Fractional parts of an hour shall be payable on a prorated basis.

(B) The rates shall be paid for all labor performed on the contract that meets the labor qualifications specified in the contract. Labor hours incurred to perform tasks for which labor qualifications were specified in the contract will not be paid to the extent the work is performed by individuals that do not meet the qualifications specified in the contract, unless specifically authorized by the Contracting Officer.

(C) Invoices may be submitted once each month (or at more frequent intervals, if approved by the Contracting Officer) to the Contracting Officer or the authorized representative.

(D) When requested by the Contracting Officer or the authorized representative, the Contractor shall substantiate invoices (including any subcontractor hours reimbursed at the hourly rate in the schedule) by evidence of actual payment, individual daily job timecards, records that verify the employees meet the qualifications for the labor categories specified in the contract, or other substantiation specified in the contract.

(E) Unless the Schedule prescribes otherwise, the hourly rates in the Schedule shall not be varied by virtue of the Contractor having performed work on an overtime basis.

(1) If no overtime rates are provided in the Schedule and the Contracting Officer approves overtime work in advance, overtime rates shall be negotiated.

(2) Failure to agree upon these overtime rates shall be treated as a dispute under the Disputes clause of this contract.

(3) If the Schedule provides rates for overtime, the premium portion of those rates will be reimbursable only to the extent the overtime is approved by the Contracting Officer.

(ii) *Materials.*

(A) If the Contractor furnishes materials that meet the definition of a commercial item at 2.101, the price to be paid for such materials shall not exceed the Contractor's established catalog or market price, adjusted to reflect the—

(1) Quantities being acquired; and

(2) Any modifications necessary because of contract requirements.

(B) Except as provided for in paragraph (i)(1)(ii)(A) and (D)(2) of this clause, the Government will reimburse the Contractor the actual cost of materials (less any rebates, refunds, or discounts received by the contractor that are identifiable to the contract) provided the Contractor—

(1) Has made payments for materials in accordance with the terms and conditions of the agreement or invoice; or

(2) Makes these payments within 30 days of the submission of the Contractor's payment request to the Government and such payment is in accordance with the terms and conditions of the agreement or invoice.

(C) To the extent able, the Contractor shall—

(1) Obtain materials at the most advantageous prices available with due regard to securing prompt delivery of satisfactory materials; and

(2) Give credit to the Government for cash and trade discounts, rebates, scrap, commissions, and other amounts that are identifiable to the contract.

(D) *Other Costs.* Unless listed below, other direct and indirect costs will not be reimbursed.

(1) *Other Direct Costs.* The Government will reimburse the Contractor on the basis of actual cost for the following, provided such costs comply with the requirements in paragraph (i)(1)(ii)(B) of this clause:

None, unless provided for in individual Task Orders.

No labor will be billed under ODCs.

(2) *Indirect Costs (Material Handling, Subcontract Administration, etc.).*

The Government will reimburse the Contractor for indirect costs on a pro-rata basis over the period of contract performance at the following fixed price:

None, unless provided for in individual Task Orders.

(2) *Total cost.* It is estimated that the total cost to the Government for the performance of this contract shall not exceed the ceiling price set forth in the Schedule and the Contractor agrees to use its best efforts to perform the work specified in the Schedule and all obligations under this contract within such ceiling price. If at any time the Contractor has reason to believe that the hourly rate payments and material costs that will accrue in performing this contract in the next succeeding 30 days, if added to all other payments and costs previously accrued, will exceed 85 percent of the ceiling price in the Schedule, the Contractor shall notify the Contracting Officer giving a revised estimate of the total price to the Government for performing this contract with supporting reasons and documentation. If at any time during the performance of this contract, the Contractor has reason to believe that the total price to the Government for performing this contract will be substantially greater or less than the then stated ceiling price, the Contractor shall so notify the Contracting Officer, giving a revised estimate of the total price for performing this contract, with supporting reasons and documentation. If at any time during performance of this contract, the Government has reason to believe that the work to be required in performing this contract will be substantially greater or less than the stated ceiling price, the Contracting Officer will so advise the Contractor, giving the then revised estimate of the total amount of effort to be required under the contract.

(3) *Ceiling price.* The Government will not be obligated to pay the Contractor any amount in excess of the ceiling price in the Schedule, and the Contractor shall not be obligated to continue performance if to do so would exceed the ceiling price set forth in the Schedule, unless and until the Contracting Officer notifies the Contractor in writing that the ceiling price has been increased and specifies in the notice a revised ceiling that shall constitute the ceiling price for performance under this contract. When and to the extent that the ceiling price set forth in the Schedule has been increased, any hours expended, and material costs incurred by the Contractor in excess of the ceiling price before the increase shall be allowable to the same extent as if the hours expended and material costs had been incurred after the increase in the ceiling price.

(4) *Access to records.* At any time before final payment under this contract, the Contracting Officer (or authorized representative) will have access to the following (access shall be limited to the listing below unless otherwise agreed to by the Contractor and the Contracting Officer):

(i) Records that verify that the employees whose time has been included in any invoice meet the qualifications for the labor categories specified in the contract;

(ii) For labor hours (including any subcontractor hours reimbursed at the hourly rate in the schedule), when timecards are required as substantiation for payment—

- (A) The original timecards (paper-based or electronic);
- (B) The Contractor's timekeeping procedures;
- (C) Contractor records that show the distribution of labor between jobs or contracts; and
- (D) Employees whose time has been included in any invoice for the purpose of verifying that these employees have worked the hours shown on the invoices.

(iii) For material and subcontract costs that are reimbursed on the basis of actual cost—

- (A) Any invoices or subcontract agreements substantiating material costs; and
- (B) Any documents supporting payment of those invoices.

(5) *Overpayments/Underpayments.* Each payment previously made shall be subject to reduction to the extent of amounts, on preceding invoices, that are found by the Contracting Officer not to have been properly payable and shall also be subject to reduction for overpayments or to increase for underpayments. The Contractor shall promptly pay any such reduction within 30 days unless the parties agree otherwise. The Government within 30 days will pay any such increases, unless the parties agree otherwise. The Contractor's payment will be made by check. If the Contractor becomes aware of a duplicate invoice payment or that the Government has otherwise overpaid on an invoice payment, the Contractor shall—

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

- (A) Circumstances of the overpayment (e.g., duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);
- (B) Affected contract number and delivery order number, if applicable;
- (C) Affected line item or subline item, if applicable; and
- (D) Contractor point of contact.

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

(6)

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

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

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

(A) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt in a timely manner;

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

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

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

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

(A) The date fixed under this contract.

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

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

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

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

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

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

(viii) Upon receipt and approval of the invoice designated by the Contractor as the "completion invoice" and supporting documentation, and upon compliance by the Contractor with all terms of this contract, any outstanding balances will be paid within 30 days unless the parties agree otherwise. The completion invoice, and supporting

documentation, shall be submitted by the Contractor as promptly as practicable following completion of the work under this contract, but in no event later than 1 year (or such longer period as the Contracting Officer may approve in writing) from the date of completion.

(7) *Release of claims.* The Contractor, and each assignee under an assignment entered into under this contract and in effect at the time of final payment under this contract, shall execute and deliver, at the time of and as a condition precedent to final payment under this contract, a release discharging the Government, its officers, agents, and employees of and from all liabilities, obligations, and claims arising out of or under this contract, subject only to the following exceptions.

(i) Specified claims in stated amounts, or in estimated amounts if the amounts are not susceptible to exact statement by the Contractor.

(ii) Claims, together with reasonable incidental expenses, based upon the liabilities of the Contractor to third parties arising out of performing this contract, that are not known to the Contractor on the date of the execution of the release, and of which the Contractor gives notice in writing to the Contracting Officer not more than 6 years after the date of the release or the date of any notice to the Contractor that the Government is prepared to make final payment, whichever is earlier.

(iii) Claims for reimbursement of costs (other than expenses of the Contractor by reason of its indemnification of the Government against patent liability), including reasonable incidental expenses, incurred by the Contractor under the terms of this contract relating to patents.

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

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

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

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

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

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

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

(l) *Termination for the Government's convenience.* The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid an amount for direct labor hours (as defined in the Schedule of the contract) determined by multiplying the number of direct labor hours expended before the effective date of termination by the hourly rate(s) in the contract, less any hourly rate payments already made to the Contractor plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system that have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred that reasonably could have been avoided.

(m) *Termination for cause.* The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon written request, with adequate assurances of future performance. Subject to the terms of this contract, the Contractor shall be paid an amount computed under paragraph (i) Payments of this clause, but the "hourly rate" for labor hours expended in furnishing work not delivered to or accepted by the Government shall be reduced to exclude that portion of the rate attributable to profit. Unless otherwise specified in paragraph (a)(4) of this clause, the portion of the "hourly rate" attributable to profit shall be 10 percent. In the event of termination for cause, the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

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

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

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

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

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

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

- (1) The schedule of supplies/services.
- (2) The Assignments, Disputes, Payments, Invoice, Other Compliances, Compliance with Laws Unique to Government Contracts, and Unauthorized Obligations paragraphs of this clause;
- (3) The clause at 52.212-5.
- (4) Addenda to this solicitation or contract, including any license agreements for computer software.
- (5) Solicitation provisions if this is a solicitation.
- (6) Other paragraphs of this clause.
- (7) The Standard Form 1449.
- (8) Other documents, exhibits, and attachments
- (9) The specification.

(t) [Reserved]

(u) *Unauthorized Obligations.*

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

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

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

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

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

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

(End of Clause)

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

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

*******(Begin Addendum to 52.212-4)*******

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

C.3 52.216-18 ORDERING (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from effective date of contract through end of ordering period.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(End of Clause)

C.4 52.216-19 ORDER LIMITATIONS (OCT 1995)

(a) *Minimum order.* When the Government requires supplies or services covered by this contract in an amount of less than \$10,000.00, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) *Maximum order.* The Contractor is not obligated to honor—

(1) Any order for a single item in excess of \$25,000,000.00;

(2) Any order for a combination of items in excess of \$25,000,000.00; or

(3) A series of orders from the same ordering office within 30 days that together call for quantities exceeding the limitation in paragraph (b)(1) or (2) of this section.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 3 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of Clause)

C.5 52.216-22 INDEFINITE QUANTITY (OCT 1995)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the

"maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; *provided*, that the Contractor shall not be required to make any deliveries under this contract after one year from date of IDIQ contract expiration.

(End of Clause)

C.6 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.

(End of Clause)

C.7 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

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

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed ten (10) years.

(End of Clause)

C.8 SUPPLEMENTAL INSURANCE REQUIREMENTS

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

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

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

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

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

(End of Clause)

C.9 VAAR 852.219-10 VA NOTICE OF TOTAL SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS SET-ASIDE (JUL 2019)(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.va.gov>); and

(v) The business will comply with VAAR subpart 819.70 and Small Business Administration (SBA) regulations regarding small business size and government contracting programs at 13 CFR part 121 and 125, including the nonmanufacturer rule and limitations on subcontracting requirements in 13 CFR 121.406 and 125.6, provided that any reference therein to a service-disabled veteran-owned small business concern (SDVO SBC), is to be construed to apply to a VA verified and VIP-listed SDVSOB. The nonmanufacturer rule and the limitations on subcontracting apply to all SDVSOB and VSOB set-asides and sole source contracts.

(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 eligible service-disabled Veteran-owned small business concerns. Only VIP-listed service-disabled Veteran-owned small business concerns (SDVSOBs) may submit offers in response to this solicitation. Offers received from concerns that are not VIP-listed service-disabled Veteran-owned small business concerns shall not be considered.

(2) Any award resulting from this solicitation shall be made to a VIP-listed service-disabled Veteran-owned small business concern that meets the size standard for the applicable NAICS code.

(c) Representation. By submitting an offer, the prospective contractor represents that it is an eligible SDVSOB as defined in this clause, 38 CFR part 74, and VAAR subpart 819.70. Pursuant to 38 U.S.C. 8127(e), only VIP-listed SDVSOBs are considered eligible. Therefore, any reference in 13 CFR part 121 and 125 to a service disabled Veteran-owned small business concern (SDVO SBC), is to be construed to apply to a VA verified and VIP-listed SDVSOB and only such concern(s) qualify as similarly situated. The offeror must also be eligible at the time of award.

(d) Agreement. When awarded a contract (see FAR 2.101, Definitions), including orders under multiple-award contracts, or a subcontract, an SDVOSB agrees that in the performance of the contract, the SDVOSB shall comply with requirements in VAAR subpart 819.70 and SBA regulations on small business size and government contracting programs at 13 CFR part 121 and 125, including the nonmanufacturer rule and limitations on subcontracting requirements in 13 CFR part 121.406 and 125.6, provided that for purposes of the limitations on subcontracting, only VIP-listed SDVOSBs shall be considered eligible and/or “similarly situated” (i.e., a firm that has the same small business program status as the prime contractor). An independent contractor shall be considered a subcontractor. An otherwise eligible firm further agrees to the following:

(1) Services. In the case of a contract for services (except construction), it will not pay more than 50% of the amount paid by the government to it to firms that are not VIP-listed SDVOSBs.

(2) Supplies or products.

(i) In the case of a contract for supplies or products (other than from a nonmanufacturer of such supplies), it will not pay more than 50% of the amount paid by the government to it to firms that are not VIP-listed SDVOSBs.

(ii) In the case of a contract for supplies from a nonmanufacturer, it will supply the product of a domestic small business manufacturer or processor, unless a waiver is described in 13 CFR 121.406(b)(5) is granted.

(3) General construction. In the case of a contract for general construction, it will not pay more than 85% of the amount paid by the government to it to firms that are not VIP-listed SDVOSBs.

(4) Special trade contractors. In the case of a contract for special trade contractors, it will not pay more than 75% of the amount paid by the government to it to firms that are not VIP-listed SDVOSBs.

(5) Subcontracting. Any work that a VIP-listed SDVOSB subcontractor further subcontracts will count towards the percent of subcontract amount that cannot be exceeded. For supply or construction contracts, cost of materials is excluded and not considered to be subcontracted. For mixed contracts and additional limitations, refer to 13 CFR 125.6.

(e) Joint ventures. A joint venture may be considered an SDVOSB if the joint venture is listed in VIP and complies with the requirements in 13 CFR 125.18(b), provided that any reference therein to service-disabled Veteran-owned small business concern or SDVOSB, is to be construed to mean a VIP-listed SDVOSB. A joint venture agrees that, in the performance of the contract, the applicable percentage specified in paragraph (d) of this clause will be performed by the aggregate of the joint venture participants.

(f) Precedence. For any inconsistencies between the requirements of the SBA program for service-disabled Veteran-owned small business concerns and the VA Veterans First Contract Program, as defined in VAAR subpart 819.70 and this clause, the VA Veterans First Contracting Program requirements have precedence.

(End of Clause)

C.10 VAAR 852.219-74 LIMITATIONS ON SUBCONTRACTING—MONITORING AND COMPLIANCE (JUL 2018)

(a) This solicitation includes VAAR 852.219-10 VA Notice of Total Service- Disabled Veteran-Owned Small Business Set-Aside.

(b) Accordingly, any contract resulting from this solicitation is subject to the limitation on subcontracting requirements in 13 CFR 125.6, or the limitations on subcontracting requirements in the FAR clause, as applicable. The Contractor is advised that in performing contract administration functions, the Contracting Officer 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.

(c) 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 Contracting Officer in assessing the Contractor for compliance are protected to ensure information or data is not improperly disclosed or other impropriety occurs.

(d) 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 Contracting Officer to assess the Contractor's compliance with the limitations on subcontracting or percentage of work performance requirement.

(End of Clause)

C.11 VAAR 852.232-72 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS (NOV 2018)

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

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

(2) *Designated agency office* means the office designated by the purchase order, agreement, or contract to first receive and review invoices. This office can be contractually designated as the receiving entity. This office may be different from the office issuing the payment;

(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; and

(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 at the current website address provided in the contract.

(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).

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

(e) *Exceptions.* If, based on one of the circumstances in this paragraph (e), the Contracting Officer directs that payment requests be made by mail, the Contractor shall submit payment requests by mail through the United States Postal Service to the designated agency office. Submission of payment requests by mail may be required for—

- (1) Awards made to foreign vendors for work performed outside the United States;
- (2) Classified contracts or purchases when electronic submission and processing of payment requests could compromise the safeguarding of classified or privacy information;
- (3) Contracts awarded by contracting officers in the conduct of emergency operations, such as responses to national emergencies;
- (4) Solicitations or contracts in which the designated agency office is a VA entity other than the VA Financial Services Center in Austin, Texas; or
- (5) Solicitations or contracts in which the VA designated agency office does not have electronic invoicing capability as described above.

(End of Clause)

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

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

(End of Clause)

C.13 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

C.14 52.203-19 PROHIBITION ON REQUIRING CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS OR STATEMENTS (JAN 2017)

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

Internal confidentiality agreement or statement means a confidentiality agreement or any other written statement that the contractor requires any of its employees or subcontractors to sign regarding nondisclosure of contractor information, except that it does not include confidentiality agreements arising out of civil litigation or confidentiality agreements that contractor employees or subcontractors sign at the behest of a Federal agency.

Subcontract means any contract as defined in subpart 2.1 entered into by a subcontractor to furnish supplies or services for performance of a prime contract or a subcontract. It includes but is not limited to purchase orders, and changes and modifications to purchase orders.

Subcontractor means any supplier, distributor, vendor, or firm (including a consultant) that furnishes supplies or services to or for a prime contractor or another subcontractor.

(b) The Contractor shall 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).

(c) The Contractor shall notify current employees and subcontractors that prohibitions and restrictions of any preexisting internal confidentiality agreements or statements covered by this clause, to the extent that such prohibitions and restrictions are inconsistent with the prohibitions of this clause, are no longer in effect.

(d) The prohibition in paragraph (b) of this clause 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.

(e) 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) use of funds appropriated (or otherwise made available) is prohibited, if the Government determines that the Contractor is not in compliance with the provisions of this clause.

(f) The Contractor shall include the substance of this clause, including this paragraph (f), in subcontracts under such contracts.

(End of Clause)

<u>FAR Number</u>	<u>Title</u>	<u>Date</u>
52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON POSTCONSUMER FIBER CONTENT PAPER	MAY 2011
52.204-18	COMMERCIAL AND GOVERNMENT ENTITY CODE MAINTENANCE	JUL 2016

C.15 52.216-32 TASK-ORDER AND DELIVERY-ORDER OMBUDSMAN (SEPT 2019)

(a) In accordance with 41 U.S.C. 4106(g), the Agency has designated the following task-order and delivery-order Ombudsman for this contract. The Ombudsman must review complaints from the Contractor concerning all task-order and delivery-order actions for this contract and ensure the Contractor is afforded a fair opportunity for consideration in the award of orders, consistent with the procedures in the contract.

The Task-Order and Delivery-Order Ombudsman is:

D. Edward Keller, Jr.
 Associate Deputy Assistant Secretary (ADAS) for Procurement Policy, Systems and Oversight 810
 Vermont Avenue, NW/003A2
 Washington, D.C 20420
 VARiskManagement@va.gov

(b) Consulting an ombudsman does not alter or postpone the timeline for any other process (e.g., protests).

(c) Before consulting with the Ombudsman, the Contractor is encouraged to first address complaints with the Contracting Officer for resolution. When requested by the Contractor, the Ombudsman may keep the identity of the concerned party or entity confidential, unless prohibited by law or agency procedure.

(End of clause)

C.16 52.228-5 INSURANCE—WORK ON A GOVERNMENT INSTALLATION (JAN 1997)

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

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

- (1) For such period as the laws of the State in which this contract is to be performed prescribe; or
- (2) Until 30 days after the insurer or the Contractor gives written notice to the Contracting Officer, whichever period is longer.

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

(End of Clause)

<u>FAR Number</u>	<u>Title</u>	<u>Date</u>
52.232-40	PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS	DEC 2013
852.203-70	COMMERCIAL ADVERTISING	MAY 2018
852.270-1	REPRESENTATIVES OF CONTRACTING OFFICERS	JAN 2008

C.17 MANDATORY WRITTEN DISCLOSURES

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

*******(End of Addendum to 52.212-4)*******

C.18 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS—COMMERCIAL ITEMS (MAY 2019)

(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) 52.204–23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (Jul 2018) (Section 1634 of Pub. L. 115–91).

(3) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (NOV 2015).

(4) 52.233-3, Protest After Award (Aug 1996) (31 U.S.C. 3553).

(5) 52.233-4, Applicable Law for Breach of Contract Claim (Oct 2004) (Public Laws 108-77 and 108-78 (19 U.S.C. 3805 note)).

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

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

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

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

(4) 52.204–10, Reporting Executive Compensation and First-Tier Subcontract Awards (Oct 2018) (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 (Oct 2018) (41 U.S.C. 2313).

(10) [Reserved]

(11)(i) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (NOV 2011) (15 U.S.C. 657a).

(ii) Alternate I (NOV 2011) of 52.219-3.

- (12)(i) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (OCT 2014) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).
- (ii) Alternate I (JAN 2011) of 52.219-4.
- (13) [Reserved]
- (14)(i) 52.219-6, Notice of Total Small Business Set-Aside (NOV 2011) (15 U.S.C. 644).
- (ii) Alternate I (NOV 2011).
- (iii) Alternate II (NOV 2011).
- (15)(i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).
- (ii) Alternate I (Oct 1995) of 52.219-7.
- (iii) Alternate II (Mar 2004) of 52.219-7.
- (16) 52.219-8, Utilization of Small Business Concerns (Oct 2018) (15 U.S.C. 637(d)(2) and (3)).
- (17)(i) 52.219-9, Small Business Subcontracting Plan (AUG 2018) (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 (JAN 2017) of 52.219-9.
- (v) Alternate IV (AUG 2018) 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)(i) 52.222–26, Equal Opportunity (SEP 2016) (E.O. 11246).
- (ii) Alternate I (FEB 1999) of 52.222-26.
- (29)(i) 52.222-35, Equal Opportunity for Veterans (OCT 2015) (38 U.S.C. 4212).
- (ii) Alternate I (JULY 2014) of 52.222-35.
- (30)(i) 52.222-36, Equal Opportunity for Workers with Disabilities (JUL 2014) (29 U.S.C. 793).
- (ii) Alternate I (JULY 2014) of 52.222-36.
- (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 (JAN 2019) (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 (AUG 2018) (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 (Oct 2018) (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)(13)).

[] (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.

[] (iii) Alternate II (FEB 2006) 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 (AUG 2018) (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) (AUG 2018) (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).

(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) 52.204–23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (Jul 2018) (Section 1634 of Pub. L. 115–91).

(iv) 52.219–8, Utilization of Small Business Concerns (Oct 2018) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$700,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219–8 in lower tier subcontracts that offer subcontracting opportunities.

(v) 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.

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

(vii) 52.222–26, Equal Opportunity (SEP 2016) (E.O. 11246).

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

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

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

(xi) 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.

(xii) 52.222-41, Service Contract Labor Standards (AUG 2018) (41 U.S.C. chapter 67).

(xiii)(A) 52.222-50, Combating Trafficking in Persons (JAN 2019) (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).

(xiv) 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).

(xv) 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).

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

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

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

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

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

(xx) 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).

(xxi) 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.

(xxii) 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)

SECTION D - CONTRACT DOCUMENTS, EXHIBITS, OR ATTACHMENTS

D.1 ATTACHMENT A – IHT LABOR CATEGORIES

See attached document: Copy of Attachment A- Labor Categories.

D.2 ATTACHMENT B – CONTRACTOR DISCREPANCY REPORT

Contract/TO Number:	Contract/TO Section/Clause:	Date:
CO/COR Findings:		
CO/COR (sign and date):		
Contractor Response:		
Contractor Project Manager (sign and date):		
CO/COR Determination/Recommendation:		
CO/COR (sign and date):		
Contracting Officer Acknowledgement and Recommendation (sign and date):		

D.3 ATTACHMENT C – VA INFORMATION AND INFORMATION SYSTEM SECURITY / PRIVACY REQUIREMENTS

1. GENERAL

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

2. ACCESS to VA INFORMATION AND VA INFORMATION SYSTEMS

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

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

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

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

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

3. VA INFORMATION CUSTODIAL LANGUAGE

a. Information made available to the contractor or subcontractor by VA for the performance or administration of this contract or information developed by the contractor/subcontractor in performance or administration of the contract shall be used only for those purposes and shall not be used in any other way without the prior written agreement of the VA. This clause expressly limits the

contractor/subcontractor's rights to use data as described in Rights in Data - General, FAR 52.227-14(d) (1).

b. VA information should not be co-mingled with any other data on the contractors/subcontractor's information systems or media storage systems in order to ensure VA requirements related to data protection and media sanitization can be met. No co-comingling requires that VA data be stored on disk drives, tape cartridges, and/or storage media that are separate from those used for non-VA data. The contractor must ensure that VA's information/disk drives/tape cartridges/storage media are returned to the VA or destroyed in accordance with VA's sanitization requirements, as specified by the COR. VA reserves the right to conduct on-site inspections of contractor and subcontractor IT resources to ensure data security controls, separation of data and job duties, and destruction/media sanitization procedures are in compliance with VA directive requirements.

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

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

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

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

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

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

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

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

k. Notwithstanding the provision above, the contractor/subcontractor shall not release VA records protected by Title 38 U.S.C. 5705, confidentiality of medical quality assurance records and/or Title 38 U.S.C. 7332, confidentiality of certain health records pertaining to drug addiction, sickle cell anemia, alcoholism or alcohol abuse, or infection with human immunodeficiency virus. If the contractor/subcontractor is in receipt of a court order or other requests for the above mentioned information, that contractor/subcontractor shall immediately refer such court orders or other requests to the VA contracting officer for response. For service that involves the storage, generating, transmitting, or exchanging of VA sensitive information but does not require C&A or an MOU-ISA for system interconnection, the contractor/subcontractor must complete a Contractor Security Control Assessment (CSCA) on a yearly basis and provide it to the COR.

4. INFORMATION SYSTEM DESIGN AND DEVELOPMENT

a. Information systems that are designed or developed for or on behalf of VA at non-VA facilities shall comply with all VA directives developed in accordance with FISMA, HIPAA, NIST, and related VA security and privacy control requirements for Federal information systems. This includes standards for the protection of electronic PHI, outlined in 45 C.F.R. Part 164, Subpart C, information and system security categorization level designations in accordance with FIPS 199 and FIPS 200 with implementation of all baseline security controls commensurate with the FIPS 199 system security categorization (reference the latest version of Appendix D of VA Handbook 6500, VA Information Security Program). During the development cycle a Privacy Impact Assessment (PIA) must be completed, provided to the COR, and approved by the VA Privacy Service in accordance with Directive 6507, VA Privacy Impact Assessment.

b. The contractor/subcontractor shall certify to the COR that applications are fully functional and operate correctly as intended on systems using the VA Federal Desktop Core Configuration (FDCC), and the common security configuration guidelines provided by NIST or the VA. This includes Internet Explorer 7 configured to operate on Windows XP and Vista (in Protected Mode on Vista) and future versions, as required.

c. The standard installation, operation, maintenance, updating, and patching of software shall not alter the configuration settings from the VA approved and FDCC configuration. Information technology staff must also use the Windows Installer Service for installation to the default "program files" directory and silently install and uninstall.

d. Applications designed for normal end users shall run in the standard user context without elevated system administration privileges.

e. The security controls must be designed, developed, approved by VA, and implemented in accordance with the provisions of VA security system development life cycle as outlined in NIST Special Publication 800-37, *Guide for Applying the Risk Management Framework to Federal Information Systems*, the latest version of VA Handbook 6500, Information Security Program and the latest version of VA Handbook 6500.5, *Incorporating Security and Privacy in System Development Lifecycle*.

f. The contractor/subcontractor is required to design, develop, or operate a System of Records Notice (SOR) on individuals to accomplish an agency function subject to the Privacy Act of 1974, (as amended), Public Law 93-579, December 31, 1974 (5 U.S.C. 552a) and applicable agency regulations. Violation of the Privacy Act may involve the imposition of criminal and civil penalties.

g. The contractor/subcontractor agrees to:

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

(a) The Systems of Records (SOR); and

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

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

(3) Include this Privacy Act clause, including this subparagraph (3), in all subcontracts awarded under this contract which requires the design, development, or operation of such a SOR.

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

(1) "Operation of a System of Records" means performance of any of the activities associated with maintaining the SOR, including the collection, use, maintenance, and dissemination of records.

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

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

i. The vendor shall ensure the security of all procured or developed systems and technologies, including their subcomponents (hereinafter referred to as “Systems”), throughout the life of this contract and any extension, warranty, or maintenance periods. This includes, but is not limited to workarounds, patches, hotfixes, upgrades, and any physical components (hereafter referred to as Security Fixes) which may be necessary to fix all security vulnerabilities published or known to the vendor anywhere in the Systems, including Operating Systems and firmware. The vendor shall ensure that Security Fixes shall not negatively impact the Systems.

j. The vendor shall notify the COR and any other people the COR requests via email within 1 hour of the discovery or disclosure of successful exploits of the vulnerability which can compromise the security of the Systems (including the confidentiality or integrity of its data and operations, or the availability of the system). Such issues shall be remediated as quickly as is practical, but in no event longer than 1day, unless otherwise stated by the COR.

k. When the Security Fixes involve installing third party patches (such as Microsoft OS patches or Adobe Acrobat), the vendor will provide written notice to the VA that the patch has been validated as not affecting the Systems within 5 working days. When the vendor is responsible for operations or maintenance of the Systems, they shall apply the Security Fixes within 1 day after the Security Fix has been validated as not affecting the System.

l. All other vulnerabilities shall be remediated as specified in this paragraph in a timely manner based on risk, but within 60 days of discovery or disclosure. Exceptions to this paragraph (e.g. for the convenience of VA) shall only be granted with approval of the contracting officer and the VA Assistant Secretary for Office of Information and Technology.

5. INFORMATION SYSTEM HOSTING, OPERATION, MAINTENANCE, OR USE

a. For information systems that are hosted, operated, maintained, or used on behalf of VA at non-VA facilities, contractors/subcontractors are fully responsible and accountable for ensuring compliance with all HIPAA, Privacy Act, FISMA, NIST, FIPS, and VA security and privacy directives and handbooks. This includes conducting compliant risk assessments, routine vulnerability scanning, system patching and change management procedures, and the completion of an acceptable contingency plan for each system. The contractor’s security control procedures must be equivalent, to those procedures used to secure VA systems. A Privacy Impact Assessment (PIA) must also be provided to the COR and approved by VA Privacy Service prior to operational approval. All external Internet connections to VA’s network involving VA information must be reviewed and approved by VA prior to implementation. Adequate security controls for collecting, processing, transmitting, and storing of Personally Identifiable Information (PII), as determined by the VA Privacy Service, must be in place, tested, and approved by VA prior to hosting, operation, maintenance, or use of the information system, or systems by or on behalf of VA. These security controls are to be assessed and stated within the PIA and if these controls are determined not to be in place, or inadequate, a Plan of Action and Milestones (POA&M) must be submitted and approved prior to the collection of PII.

b. Outsourcing (contractor facility, contractor equipment or contractor staff) of systems or network operations, telecommunications services, or other managed services requires certification and accreditation (authorization) (C&A) of the contractor’s systems in accordance with the latest version of VA Handbook 6500.3, Certification and Accreditation and/or the VA OCS Certification Program Office. Government-owned (government facility or government equipment) contractor-operated systems, third party or business partner networks require memorandums of understanding and interconnection

agreements (MOU-ISA) which detail what data types are shared, who has access, and the appropriate level of security controls for all systems connected to VA networks.

c. The contractor/subcontractor's system must adhere to all FISMA, FIPS, and NIST standards related to the annual FISMA security controls assessment and review and update the PIA. Any deficiencies noted during this assessment must be provided to the VA contracting officer and the ISO for entry into VA's POA&M management process. The contractor/subcontractor must use VA's POA&M process to document planned remedial actions to address any deficiencies in information security policies, procedures, and practices, and the completion of those activities. Security deficiencies must be corrected within the timeframes approved by the government. Contractor/subcontractor procedures are subject to periodic, unannounced assessments by VA officials, including the VA Office of Inspector General. The physical security aspects associated with contractor/subcontractor activities must also be subject to such assessments. If major changes to the system occur that may affect the privacy or security of the data or the system, the C&A of the system may need to be reviewed, retested and re-authorized per the latest version of VA Handbook 6500.3. This may require reviewing and updating all of the documentation (PIA, System Security Plan, and Contingency Plan). The Certification Program Office can provide guidance on whether a new C&A would be necessary.

d. The contractor/subcontractor must conduct an annual self-assessment on all systems and outsourced services as required. Both hard copy and electronic copies of the assessment must be provided to the COR. The government reserves the right to conduct such an assessment using government personnel or another contractor/subcontractor. The contractor/subcontractor must take appropriate and timely action to correct or mitigate any weaknesses discovered during such testing, at no additional cost.

e. VA prohibits the installation and use of personally-owned or contractor/subcontractor-owned equipment or software on VA's network. If non-VA owned equipment must be used to fulfill the requirements of a contract, it must be stated in the service agreement, SOW or contract. All of the security controls required for government furnished equipment (GFE) must be utilized in approved other equipment (OE) and must be funded by the owner of the equipment. All remote systems must be equipped with, and use, a VA-approved antivirus (AV) software and a personal (host-based or enclave based) firewall that is configured with a VA-approved configuration. Software must be kept current, including all critical updates and patches. Owners of approved OE are responsible for providing and maintaining the anti-viral software and the firewall on the non-VA owned OE.

f. All electronic storage media used on non-VA leased or non-VA owned IT equipment that is used to store, process, or access VA information must be handled in adherence with the latest version of VA Handbook 6500.1, *Electronic Media Sanitization* upon: (i) completion or termination of the contract or (ii) disposal or return of the IT equipment by the contractor/subcontractor or any person acting on behalf of the contractor/subcontractor, whichever is earlier. Media (hard drives, optical disks, CDs, back-up tapes, etc.) used by the contractors/subcontractors that contain VA information must be returned to the VA for sanitization or destruction or the contractor/subcontractor must self-certify that the media has been disposed of per 6500.1 requirements. This must be completed within 30 days of termination of the contract.

6. SECURITY INCIDENT INVESTIGATION

a. The term "security incident" means an event that has, or could have, resulted in unauthorized access to, loss or damage to VA assets, or sensitive information, or an action that breaches VA security procedures. The contractor/subcontractor shall immediately notify via email the COR and

simultaneously, the designated ISO and Privacy Officer for the contract of any known or suspected security/privacy incidents, or any unauthorized disclosure of sensitive information, including that contained in system(s) to which the contractor/subcontractor has access.

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

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

d. In instances of theft or break-in or other criminal activity, the contractor/subcontractor must concurrently report the incident to the appropriate law enforcement entity (or entities) of jurisdiction, including the VA OIG and Security and Law Enforcement. The contractor, its employees, and its subcontractors and their employees shall cooperate with VA and any law enforcement authority responsible for the investigation and prosecution of any possible criminal law violation(s) associated with any incident. The contractor/subcontractor shall cooperate with VA in any civil litigation to recover VA information, obtain monetary or other compensation from a third party for damages arising from any incident, or obtain injunctive relief against any third party arising from, or related to, the incident.

7. LIQUIDATED DAMAGES FOR DATA BREACH

a. Consistent with the requirements of 38 U.S.C. §5725, a contract may require access to sensitive personal information. If so, the contractor is liable to VA for liquidated damages in the event of a data breach or privacy incident involving any SPI the contractor/subcontractor processes or maintains under this contract. However, it is the policy of VA to forgo collection of liquidated damages in the event the contractor provides payment of actual damages in an amount determined to be adequate by the agency.

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

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

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

(2) Description of the event, including:

- (a) date of occurrence;
- (b) data elements involved, including any PII, such as full name, social security number, date of birth, home address, account number, disability code;
- (3) Number of individuals affected or potentially affected;
- (4) Names of individuals or groups affected or potentially affected;
- (5) Ease of logical data access to the lost, stolen or improperly accessed data in light of the degree of protection for the data, e.g., unencrypted, plain text;
- (6) Amount of time the data has been out of VA control;
- (7) The likelihood that the sensitive personal information will or has been compromised (made accessible to and usable by unauthorized persons);
- (8) Known misuses of data containing sensitive personal information, if any;
- (9) Assessment of the potential harm to the affected individuals;
- (10) Data breach analysis as outlined in the latest version of 6500.2 Handbook, Management of Security and Privacy Incidents, as appropriate; and
- (11) Whether credit protection services may assist record subjects in avoiding or mitigating the results of identity theft based on the sensitive personal information that may have been compromised.

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

- (1) Notification;
- (2) One year of credit monitoring services consisting of automatic daily monitoring of at least 3 relevant credit bureau reports;
- (3) Data breach analysis;
- (4) Fraud resolution services, including writing dispute letters, initiating fraud alerts and credit freezes, to assist affected individuals to bring matters to resolution;
- (5) One year of identity theft insurance with \$20,000.00 coverage at \$0 deductible; and
- (6) Necessary legal expenses the subjects may incur to repair falsified or damaged credit records, histories, or financial affairs.

8. SECURITY CONTROLS COMPLIANCE TESTING

On a periodic basis, VA, including the Office of Inspector General, reserves the right to evaluate any or all of the security controls and privacy practices implemented by the contractor under the clauses

contained within the contract. With 10 working-days' notice, at the request of the government, the contractor must fully cooperate and assist in a government-sponsored security controls assessment at each location wherein VA information is processed or stored, or information systems are developed, operated, maintained, or used on behalf of VA, including those initiated by the Office of Inspector General. The government may conduct a security control assessment on shorter notice (to include unannounced assessments) as determined by VA in the event of a security incident or at any other time.

9. TRAINING

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

Sign and acknowledge (either manually or electronically) understanding of and responsibilities for compliance with the Contractor Rules of Behavior, (reference the latest version of Appendix A of VA Handbook 6500) relating to access to VA information and information systems;

Successfully complete the VA Privacy and Information Security Awareness and Rules of Behavior training and annually complete required security training;

Successfully complete the appropriate VA privacy training and annually complete required privacy training; and

Successfully complete any additional cyber security or privacy training, as required for VA personnel with equivalent information system access. This training will be specified by the COR.

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

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

10. CONTRACTOR PERSONNEL SECURITY REQUIREMENTS

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

The level of background security investigation will be in accordance with VA Directive 0710 dated June 4, 2010 and is available at http://www.va.gov/vapubs/viewPublication.asp?Pub_ID=487&FType=2.

1. BACKGROUND INVESTIGATION

The employee level of background investigation will be specified at the TO level.

2. CONTRACTOR RESPONSIBILITIES

- a. The Contractor shall bear the expense of obtaining background investigations or reciprocals of previous investigations held that meet or exceed the required investigation level. The cost of the background investigations shall be in accordance with the Office of Personnel Management (OPM) Federal Investigations Notice 16-06. VA will pay for investigations or reciprocals processed through the VA SIC and conducted by the Office of Personnel Management (OPM) in advance; however, the Contractor shall reimburse the full cost of background investigations/reciprocals to VA within 30 days of Bill of Collections received from VA. VA shall send up to three plus one final delinquent notice to the Contractor. If the Contractor does not adhere to the Bill of Collections, future invoices may be subject to be offset by VA to recoup background investigation/reciprocal costs.
- b. Immediately after TO award, the Contractor must submit the completed ATTACHMENT J - VA CONTRACTOR BACKGROUND INVESTIGATION REQUEST WORKSHEET to the COR to begin the background investigation process for all contract employees working on the contract, who will have access to VA facilities, VA systems, or privacy data.
- c. The Contractor and Contractor point of contact (POC) will receive an email notification from SIC identifying the website link that includes detailed instructions regarding completion of the background clearance application process and what level of background was requested. Reminder notifications will be sent if the complete package is not submitted by the due date.
- d. The Contractor shall prescreen all personnel who require access to VA site(s) and/or access to VA LAN systems to ensure they maintain a U.S. citizenship or Alien Registration that authorizes them to work in the U.S. and are able to read, write, speak and understand the English language.
- e. Contractors who have a current favorable background investigation conducted by OPM or Defense Security Service (DSS) may be accepted through reciprocity. When a previous clearance is currently held, it does not preclude the vendor from submitting a completed ATTACHMENT J - VA CONTRACTOR BACKGROUND INVESTIGATION REQUEST WORKSHEET to the COR immediately after TO award for all contract employees working on the contract.
- f. Contract performance shall not commence before SIC confirmation that it has received the Contractor's investigative documents, that they are complete, and that the investigation information has been released to OPM for scheduling of the background investigation. Once the Contractor's background investigation has been released to OPM for scheduling of the background investigation or the SIC has confirmed that the verified investigation will be reciprocated, contract performance may commence. The COR will notify and forward the Contractor a copy of the Certificate of Eligibility (form 4236) when the investigation has been favorably completed and adjudicated. The Contractor, if notified of an unfavorable adjudication by the Government, shall withdraw the employee from consideration from working under the contract. Failure to comply with the Contractor personnel security requirements may result in termination of the contract for default.
- g. If the security clearance investigation is not completed prior to the start date of the contract, the contract employee may work on the contract with an initiated status while the security clearance is being processed. However, the Contractor will be responsible for the actions of those contract and subcontract employees they provide to perform work for VA. In the event damage arises from work performed by Contractor personnel, under the auspices of the contract, the Contractor will be responsible for resources necessary to remedy the incident.

- h. Should the Contractor use a vendor other than OPM or DSS to conduct investigations, the investigative company must be certified by OPM/DSS to conduct Contractor investigations. The Vendor Cage Code number must be provided to the VA SIC, which will verify the information and conclude whether access to the Government's site(s) and/or VA LAN systems can be.
- i. The investigative history for Contractor personnel working under this contract must be maintained in the databases of either OPM or the Defense Industrial Security Clearance Organization (DISCO).

3. GOVERNMENT RESPONSIBILITIES

- a. After the COR has received ATTACHMENT J - VA CONTRACTOR BACKGROUND INVESTIGATION REQUEST WORKSHEET from the Contractor, SIC will send an e-mail notification to the Contractor and their POC identifying the website link that includes detailed instructions regarding completion of the background clearance application process and what level of background was requested. SIC will also send reminder notifications to the Contractor and their POC if the complete package is not submitted by the due date.
- b. Upon receipt of required investigative documents, SIC will review the investigative documents for completion and initiate the background investigation by forwarding the investigative documents to OPM to conduct the background investigation. If the investigative documents are not complete, SIC will return the package to the Contractor with corrective instructions.
- c. VA will pay for investigations and reciprocals processed through the VA SIC and conducted by OPM in advance, however, the Contractor shall reimburse the full cost of background investigations/reciprocals to VA within 30 days of Bill of Collections from VA. VA shall send up to three plus one final delinquent notice to the Contractor. If the Contractor does not adhere to the Bill of Collections, future invoices may be subject to be offset by VA to recoup background investigation costs and may be considered grounds for default.
- d. 4. The COR will notify and forward the Contractor a copy of the Certificate of Eligibility (form 4236) when the investigation has been favorably completed and adjudicated. The COR will also notify the Contractor of an unfavorable adjudication by the Government.

4. CYBER AND INFORMATION SECURITY REQUIREMENTS FOR VA IT SERVICES

- a. The Contractor shall ensure adequate LAN/Internet, data, information, and system security in accordance with VA standard operating procedures and standard PWS language, conditions, laws, and regulations. The Contractor's firewall and web server shall meet or exceed VA minimum requirements for security. All VA data shall be protected behind an approved firewall. Any security violations or attempted violations shall be reported to the VA Program Manager and VA Information Security Officer as soon as possible. The Contractor shall follow all applicable VA policies and procedures governing information security, especially those that pertain to certification and accreditation.
- b. Contractor supplied equipment, PCs of all types, equipment with hard drives, etc. for contract services must meet all security requirements that apply to Government Furnished Equipment (GFE) and Government Owned Equipment (GOE). Security Requirements include: a) VA Approved Encryption Software must be installed on all laptops or mobile devices before placed

into operation, b) Bluetooth equipped devices are prohibited within VA; Bluetooth must be permanently disabled or removed from the device, c) VA approved anti-virus and firewall software, d) Equipment must meet all VA sanitization requirements and procedures before disposal. The COR, CO, the Project Manager, and the Information Security Officer (ISO) must be notified and verify all security requirements have been adhered to.

- c. Each documented initiative under this contract incorporates VA Handbook 6500.6, "Contract Security," March 12, 2010 by reference as though fully set forth therein. .
- d. Training requirements: The Contractor shall complete all mandatory training courses on the current VA training site, the VA Talent Management System (TMS), and will be tracked therein. The TMS may be accessed at <https://www.tms.va.gov>. If you do not have a TMS profile, go to <https://www.tms.va.gov> and click on the "Create New User" link on the TMS to gain access.
- e. Contractor employees shall complete a VA Systems Access Agreement if they are provided access privileges as an authorized user of the computer system of VA.

5. VA ENTERPRISE ARCHITECTURE COMPLIANCE

The applications, supplies, and services furnished under this contract must comply with One-VA Enterprise Architecture (EA), available at <http://www.ea.oit.va.gov/index.asp> in force at the time of issuance of this contract, including the Program Management Plan and VA's rules, standards, and guidelines in the Technical Reference Model/Standards Profile (TRMSP). VA reserves the right to assess contract deliverables for EA compliance prior to acceptance.

6. VA INTERNET AND INTRANET STANDARDS

The Contractor shall adhere to and comply with VA Directive 6102 and VA Handbook 6102, Internet/Intranet Services, including applicable amendments and changes, if the Contractor's work includes managing, maintaining, establishing and presenting information on VA's Internet/Intranet Service Sites. This pertains, but is not limited to: creating announcements; collecting information; databases to be accessed, graphics and links to external sites.

Internet/Intranet Services Directive 6102 is posted at (copy and paste the following URL to browser): http://www1.va.gov/vapubs/viewPublication.asp?Pub_ID=409&FType=2

Internet/Intranet Services Handbook 6102 is posted at (copy and paste following URL to browser): http://www1.va.gov/vapubs/viewPublication.asp?Pub_ID=410&FType=2

7. NOTICE OF FEDERAL ACCESSIBILITY LAW AFFECTING ALL ELECTRONIC AND INFORMATION TECHNOLOGY PROCUREMENTS (SECTION 508)

On August 7, 1998, Section 508 of the Rehabilitation Act of 1973 was amended to require that when Federal departments or agencies develop, procure, maintain, or use Electronic and Information Technology, that they shall ensure it allows Federal employees with disabilities to have access to and use of information and data that is comparable to the access to and use of information and data by other Federal employees. Section 508 required the Architectural and Transportation Barriers Compliance Board (Access Board) to publish standards setting forth a definition of electronic and information technology and the technical and functional criteria for such technology to comply with Section 508. These standards have been developed and published with an effective date of

December 21, 2000. Federal departments and agencies shall develop all Electronic and Information Technology requirements to comply with the standards found in 36 CFR 1194.

8. SECTION 508 – ELECTRONIC AND INFORMATION TECHNOLOGY (EIT) STANDARDS

The Section 508 standards established by the Architectural and Transportation Barriers Compliance Board (Access Board) are incorporated into, and made part of all VA orders, solicitations and purchase orders developed to procure Electronic and Information Technology (EIT). These standards are found in their entirety at: <http://www.section508.gov> and <http://www.access-board.gov/sec508/standards.htm>. A printed copy of the standards will be supplied upon request. The Contractor shall comply with the technical standards as marked:

- § 1194.21 Software applications and operating systems
- § 1194.22 Web-based intranet and internet information and applications
- § 1194.23 Telecommunications products
- § 1194.24 Video and multimedia products
- § 1194.25 Self-contained, closed products
- § 1194.26 Desktop and portable computers
- § 1194.31 Functional Performance Criteria
- § 1194.41 Information, Documentation, and Support

The standards do not require the installation of specific accessibility-related software or the attachment of an assistive technology device, but merely require that the EIT be compatible with such software and devices so that it can be made accessible if so required by the agency in the future.

9. PHYSICAL SECURITY AND SAFETY REQUIREMENTS

The Contractor and their personnel shall follow all VA policies, standard operating procedures, applicable laws and regulations while on VA property. Violations of VA regulations and policies may result in citation and disciplinary measures for persons violating the law.

1. The Contractor and their personnel shall wear visible identification at all times while they are on the premises.
2. VA does not provide parking spaces at the work site; the Contractor must obtain parking at the work site if needed. It is the responsibility of the Contractor to park in the appropriate designated parking areas. VA will not invalidate or make reimbursement for parking violations of the Contractor under any conditions.
3. Smoking is prohibited inside/outside any building other than the designated smoking areas.
4. Possession of weapons is prohibited.
5. The Contractor shall obtain all necessary licenses and/or permits required to perform the work, with the exception of software licenses that need to be procured from a Contractor or vendor in accordance with the requirements document. The Contractor shall take all reasonable precautions necessary to protect persons and property from injury or damage during the performance of this contract.

10. CONFIDENTIALITY AND NON-DISCLOSURE

- a. The Contractor shall follow all VA rules and regulations regarding information security to prevent disclosure of sensitive information to unauthorized individuals or organizations.

- b. The Contractor may have access to Protected Health Information (PHI) and Electronic Protected Health Information (EPHI) that is subject to protection under the regulations issued by the Department of Health and Human Services, as mandated by the Health Insurance Portability and Accountability Act of 1996 (HIPAA); 45 CFR Parts 160 and 164, Subparts A and E, the Standards for Privacy of Individually Identifiable Health Information (“Privacy Rule”); and 45 CFR Parts 160 and 164, Subparts A and C, the Security Standard (“Security Rule”). Pursuant to the Privacy and Security Rules, the Contractor must agree in writing to certain mandatory provisions regarding the use and disclosure of PHI and EPHI.
1. The Contractor will have access to some privileged and confidential materials of VA. These printed and electronic documents are for internal use only, are not to be copied or released without permission, and remain the sole property of VA. Some of these materials are protected by the Privacy Act of 1974 (revised by PL 93-5791) and Title 38. Unauthorized disclosure of Privacy Act or Title 38 covered materials is a criminal offense.
 2. The VA Contracting Officer will be the sole authorized official to release in writing, any data, draft deliverables, final deliverables, or any other written or printed materials pertaining to this contract. The Contractor shall release no information. Any request for information relating to this contract presented to the Contractor shall be submitted to the VA Contracting Officer for response.
 3. Contractor personnel recognize that in the performance of this effort, Contractor personnel may receive or have access to sensitive information, including information provided on a proprietary basis by carriers, equipment manufacturers and other private or public entities. Contractor personnel agree to safeguard such information and use the information exclusively in the performance of this contract. Contractor shall follow all VA rules and regulations regarding information security to prevent disclosure of sensitive information to unauthorized individuals or organizations as enumerated in this section and elsewhere in this contract and its subparts and appendices.
 4. Contractor shall limit access to the minimum number of personnel necessary for contract performance for all information considered sensitive or proprietary in nature. If the Contractor is uncertain of the sensitivity of any information obtained during the performance this contract, the Contractor has a responsibility to ask the VA Contracting Officer.
 5. Contractor shall train all of their employees involved in the performance of this contract on their roles and responsibilities for proper handling and nondisclosure of sensitive VA or proprietary information. Contractor personnel shall not engage in any other action, venture or employment wherein sensitive information shall be used for the profit of any party other than those furnishing the information. The sensitive information transferred, generated, transmitted, or stored herein is for VA benefit and ownership alone.
 6. Contractor shall maintain physical security at all facilities housing the activities performed under this contract, including any Contractor facilities according to VA-approved guidelines and directives. The Contractor shall ensure that security procedures are defined and enforced to ensure all personnel who are provided access to patient data must comply with published procedures to protect the privacy and confidentiality of such information as required by VA.
 7. Contractor must adhere to the following:
 - a. The use of “thumb drives” or any other medium for transport of information is expressly prohibited.
 - b. Controlled access to system and security software and documentation.
 - c. Recording, monitoring, and control of passwords and privileges.

- d. All terminated personnel are denied physical and electronic access to all data, program listings, data processing equipment and systems.
 - e. VA, as well as any Contractor (or Subcontractor) systems used to support development, provide the capability to cancel immediately all access privileges and authorizations upon employee termination.
 - f. Contractor PM and VA PM are informed within twenty-four (24) hours of any employee termination.
 - g. Acquisition sensitive information shall be marked "Acquisition Sensitive" and shall be handled as "For Official Use Only (FOUO)".
 - h. Contractor does not require access to classified data.
8. Regulatory standard of conduct governs all personnel directly and indirectly involved in procurements. All personnel engaged in procurement and related activities shall conduct business in a manner above reproach and, except as authorized by statute or regulation, with complete impartiality and with preferential treatment for none. The general rule is to strictly avoid any conflict of interest or even the appearance of a conflict of interest in VA/Contractor relationships.
9. VA Form 0752 shall be completed by all Contractor employees working on this contract, and shall be provided to the CO before any work is performed. In the case that Contractor personnel are replaced in the future, their replacements shall complete VA Form 0752 prior to beginning work.

FACILITY/RESOURCE PROVISIONS

- a. All procedural guides, reference materials, and program documentation for the project and other Government applications will also be provided on an as-needed basis.
- b. The Contractor shall request other Government documentation deemed pertinent to the work accomplishment directly from the Government officials with whom the Contractor has contact. The Contractor shall consider the COR as the final source for needed Government documentation when the Contractor fails to secure the documents by other means. The Contractor is expected to use common knowledge and resourcefulness in securing all other reference materials, standard industry publications, and related materials that are pertinent to the work.
- c. VA will provide access to VA specific systems/network as required for execution of the task via remote access technology (e.g. Citrix Access Gateway (CAG), site-to-site VPN, or VA Remote Access Security Compliance Update Environment (RESCUE)). This remote access will provide access to VA specific software such as Veterans Health Information System and Technology Architecture (Vista), ClearQuest, ProPath, Primavera, and Remedy, including appropriate seat management and user licenses. The Contractor shall utilize Government-provided software development and test accounts, document and requirements repositories, etc. as required for the development, storage, maintenance and delivery of products within the scope of this effort. The Contractor shall not transmit, store or otherwise maintain sensitive data or products in Contractor systems (or media) within the VA firewall IAW VA Handbook 6500.6 dated March 12, 2010. All VA sensitive information shall be protected at all times in accordance with local security field office System Security Plans (SSP's) and Authority to Operate (ATO)'s for all systems/LAN's accessed while performing the tasks detailed in this PWS.

REMOTE ACCESS/ VPN

- a. Remote access to VA data systems is allowed and controlled through the National One VA VPN. Approved remote access users are governed under the same local policies, federal laws and regulations that apply to all local users of VA computer systems and the security and privacy of the information contained therein. All equipment used for remote access must be compliant with VA VPN regulations and furnished by the Contractor. Information on requirements can be found on OneVA Portal: <https://vaww.admin.vpn.va.gov/one-va-vpn/home/index.html>.
- b. The VA will provide access to patient level clinical data through the Health Information Access Office (HIA) within the VHA Office of Health Data & Informatics, Information Access and Privacy Office. The HIA manages special-user access to electronic health records through CAPRI, a software application that operates on the remote user computer. CAPRI can control matching of specific patients through the VHA with specific external reviewers. More information about HIA and CAPRI can be obtained from: <http://vaww.vhaco.va.gov/privacy/HIA.htm>
 - i. Approximate times for securing access to the electronic medical record are;
 - (1) Requests for new restricted access will be processed by HIA in approximately 2-4 days.
 - (2) Restricted request lists will automatically be deactivated after 60 days.
 - (3) Additional time needed or renewed access will be processed on the next/new CAPRI request list and will not be handled on an individual case basis.
 - ii. The following is an estimation of the process required to bring a reviewer on-board before they may begin reviewing;
 - (1) Contractor will hold all documents until the package is complete. The COR will begin the background investigation when the following items are received:
 - a. Fingerprints
 - b. Training certificates
 - c. Special User Access Form
 - d. Background check information
 - (2) New reviewers will complete e-QIP within 14 days of notification receipt from Little Rock SIC. The required e-QIP documentation will be sent to Little Rock to continue the background investigation process.
 - (3) VPN/CAG/CAPRI access requests:
 - a. Will be made upon receipt of these items
 - b. Upon notification that VPN accounts have been established, notice will be given to create the secure access and folders for the reviewers
~2 days for VPN
~2-4 days for CAPRI access
~24 hours for access to the folders
 - (4) Upon notification that VPN access has been granted, the Contractor will work with the reviewer to establish access.
 - (5) Contractor will monitor the expiration dates for reviewer training certificates and ensure reviewers renew appropriate training prior to the expiration dates in order

to maintain the ability to review.

- (6) Security and privacy training requirements in TMS must be completed NLT due date established by TMS. If late, the COR may temporarily suspend the reviewer's CAPRI and VPN access until such training becomes current. If the training is delinquent, the COR will terminate the reviewer's CAPRI and VPN access and the reviewer must reinitiate the BI process to reinstitute access. As long as the reason it's late isn't due to a TMS glitch or circumstances beyond the control of the Contractor.
 - (7) To maintain access in CAPRI, reviewers must periodically log-in to the system, typically every 30-day, or their account will be disabled. Access may be granted through the appropriate help-desk, subject to the frequency of the lapse in log-in.
 - (8) Access and security requirements are beyond the control of the VHA Risk Management Office, and are subject to change.
- c. The Contractor shall utilize the secure, case level, electronic database for tracking and monitoring the status and dates of various steps in the contract process provided by VHA Risk Management. If the Contractor prefers to use another tracking tool it must be approved by VHA Risk Management in advance.
 - d. VHA may provide a limited number of Government issued laptops to the Contractor, number to be determined at a later date, in support of this contract.

D.4 ATTACHMENT D - PROPOSAL FORMS

See attached document: Attachment D- Proposal Forms.

D.5 ATTACHMENT E - RFP TEMPLATE FOR VENDOR QUESTIONS

See attached document: Attachment E- Vendor Questions Template.

D.6 ATTACHMENT F – REPRESENTATIVE TASK ORDER

See attached document: Attachment F- Representative Task Order

D.7 ATTACHMENT G – REPRESENTATIVE TASK ORDER PRICING SPREADSHEET

See attached document: Attachment G- Representative Task Order Pricing Spreadsheet

D.8 ATTACHMENT H - NAICS CODE CROSSWALK

See attached document: Copy of Attachment H – NAICS Code Crosswalk.

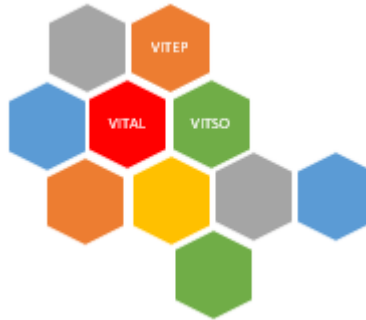
D.9 ATTACHMENT I – VHA IHT LCAT PRICE SPREADSHEET

See attached document: Copy of Attachment I – VHA LCAT Price Spreadsheet.

D.10 ATTACHMENT J - VIT DEFINITIONS

Veteran Integrated Team (VIT)

A robust, fully mission capable team of contractors led by a verified Service-Disabled Veteran-Owned Small Business (SDVOSB) Veteran Integrated Team Agile Lead (VITAL), with collective capability and experience to deliver exceptional results under any potential health-related task order spanning the required functional categories.



Graphic representation of a potential VIT

VIT Agile Lead (VITAL)

VIP Verified SDVOSB (or eligible VIP-verified Joint Venture) that is considered small under NAICS 541611, with capability in all Functional Category I capability areas, extensive healthcare experience and capability integrating large teams in execution of Government Contracts (expert integrator), and expert ability to manage and oversee contract performance including related administrative processes. Once contracts are awarded, VITALs are considered small for the duration of the five-year base period (but must remain VIP verified).

VIT Eligible Partner (VITEP)

Similarly situated entities (also VIP-verified SDVOSBs) eligible to serve as teaming partners, contributing to VITAL's 50% for purposes of limitations on subcontracting requirement. A VITEP is considered small for its subcontract if it does not exceed the size standard for the NAICS code that the prime contractor believes best describes the product or service being acquired by the subcontract (consistent with the Government's identified NAICS per capability area, see NAICS Crosswalk Attachment H).

VIT Subcontracting Only (VIT-SO)

Team members not similarly situated (non-SDVOSB) that cannot serve as eligible partner and cannot contribute to VITAL's 50% for purposes of limitations on subcontracting requirement. VIT-SOs could include VOSBs, small businesses, large businesses, non-profits, academia, etc. that fulfill one or more Functional Category capability areas, provide specialized subject matter expertise and reach-back, and enhance VIT robustness.

Fully Mission Capable (FMC)

A VIT with collective corporate capability in all Functional Category capability areas and is therefore poised to respond to any given in-scope Task Order Proposal Request (TOPR).

VIT Robustness

The quality and number of VIT members vetted and experienced in the various functional category and capability areas available to support multiple concurrent task orders in various geographic areas simultaneously.

Wildcard TOPR

A TOPR that permits the use of subcontractor(s) not expressly (or originally) part of the established VIT, due to the nature of the requirement. The Contracting Officer will designate any given TOPR as a wildcard TOPR if beneficial to performance.

Exclusivity

All VIT partners/ subcontractors may be associated with one, and only one VIT. No individual firm may be associated with more than one VIT, unless specifically provided for at the TO level.

Key Partner

Partner/ subcontractor proposed as part of the FMC VIT that is expressly identified within the base contract at time of award. When replacing Key Partners, VITALs must provide a replacement partner/ subcontractor with equal or greater capability and experience (as reviewed and concurred on by the Government).

IHT Free Agent (FA) VIT List

Directory of interested firms established and maintained by the Government, that includes non-awardees, VIT partners off-ramped or replaced during contract performance, or other firms with interest in IHT. The Free Agent VIT List will include company name, contact information, self-identified functional categories/ capability areas, and socio-economic status. The list will be made available to all current VIT members and others on the FA list. The Government intends to release periodic FBO notices offering opportunities to be added to the list. VITs may use the Free Agent VIT List during Contractor Open-Enrollment, at the time of Key Partner replacement, and for additional resources to support a designated Wildcard Task Order. The Government does not intend to scrutinize or assess capabilities of firms on the list until proposed as a VIT partner replacement or addition by a VITAL.

Open-Enrollment

A formal time-bound window (anticipated two-week window near end of select contract years) when a VITAL is permitted to propose (for Government review and concurrence) additions to its VIT to enhance capability and robustness, thus allowing it to respond to the evolving complex healthcare needs of VA. During free agency, new VIT partners may be proposed from inside or outside the IHT Free Agent List. Additions to the VIT will be evaluated based upon their capability in the proposed functional category/ capability area and eligibility as a VITEP or VITSO. Additions to the VIT during open enrollment will be added to the base contract as “non-key Partner”.

*****END OF DEFINITIONS*****

D.11 ATTACHMENT K – BACKGROUND INVESTIGATION REQUEST WORKSHEET

The following applicant is a Contract employee.

Please complete the following fields on all applicants who have access to VA facilities, systems or privacy data:

Station where applicant will work:

Station Name – City: _____ State: _____ Station #: _____

Station to be billed for clearance:

Station Name – City: **Washington** State: **DC** Station #: **101**

Please complete the following fields on each Contract Employee:

Applicant Name:

Last: _____ First: _____ Middle: _____
If none (NMN)

SSN: _____ DOB: _____ Email: _____

Place of Birth: City: _____ State: _____ Country: _____

Contractor Occupation: _____

Do you have a clearance pending or completed with OPM? Yes: No:

If yes, what level? _____

Are you asking for a low risk clearance on a foreign national? Yes: No:

Type of Investigation requested:

BI (High Risk): MBI (Minimum Risk): **NACI (Limited Risk):**

Is this a security upgrade to the contract you are currently working? Yes: No::

VA Sponsor:

VA Sponsor Phone:

VA Sponsor Email Box:

Complete Address: **810 Vermont Avenue, NW**

City/State: **Washington, DC** Zip Code: **20420**

Contracting Company Name: _____

Contracting Company POC: _____

POC Phone: _____ POC Email: _____

Complete Address: _____

City/State: _____ Zip Code: _____

If you are a Sub, who is the Prime Vendor? _____

Contract Title : _____

Contract #: _____

Obligation #: _____

D.12 ATTACHMENT L – CAPABILITY AREA CRITERIA

See attached document: Attachment L – Capability Area Criteria.

SECTION E - SOLICITATION PROVISIONS

E.1 NOTICE OF HYBRID CONTRACT

This is a Firm-Fixed-Price, Labor-Hour type contract.

The following symbols will appear next to the applicable clauses and provisions throughout this document.

\$ = applicable to Fixed-Price line items only.

@ = applicable to Cost-Reimbursement line items only.

& = applicable to Time-and-Material/Labor-Hour line items only.

E.2 52.212-1 INSTRUCTIONS TO OFFERORS—COMMERCIAL ITEMS (OCT 2018)

(a) *North American Industry Classification System (NAICS) code and small business size standard.* The NAICS code and small business size standard for this acquisition appear in Block 10 of the solicitation cover sheet (SF 1449). However, the small business size standard for a concern which submits an offer in its own name, but which proposes to furnish an item which it did not itself manufacture, is 500 employees.

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

- (1) The solicitation number;
- (2) The time specified in the solicitation for receipt of offers;
- (3) The name, address, and telephone number of the offeror;
- (4) A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary;
- (5) Terms of any express warranty;
- (6) Price and any discount terms;
- (7) "Remit to" address, if different than mailing address;
- (8) A completed copy of the representations and certifications at FAR 52.212-3 (see FAR 52.212-3(b) for those representations and certifications that the offeror shall complete electronically);
- (9) Acknowledgment of Solicitation Amendments;
- (10) Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items and other references (including contract numbers, points of contact with telephone numbers and other relevant information); and

(11) If the offer is not submitted on the SF 1449, include a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. Offers that fail to furnish required representations or information, or reject the terms and conditions of the solicitation may be excluded from consideration.

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

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

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

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

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

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

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

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

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

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

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

to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

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

(f) *Contract award (not applicable to Invitation for Bids)*. The Government intends to evaluate offers and award a contract without discussions with offerors. Therefore, the offeror's initial offer should contain the offeror's best terms from a price and technical standpoint. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary. The Government may reject any or all offers if such action is in the public interest; accept other than the lowest offer; and waive informalities and minor irregularities in offers received.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(i) *Unique entity identifier.* (Applies to all offers exceeding \$10,000, and offers of \$10,000 or less if the solicitation requires the Contractor to be registered in the System for Award Management (SAM).) The Offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "Unique Entity Identifier" followed by the unique entity identifier that identifies the Offeror's name and address. The Offeror also shall enter its Electronic Funds Transfer (EFT) indicator, if applicable. The EFT indicator is a four-character suffix to the unique entity identifier. The suffix is assigned at the discretion of the Offeror to establish additional SAM records for identifying alternative EFT accounts (see subpart 32.11) for the same entity. If the Offeror does not have a unique entity identifier, it should contact the entity designated at www.sam.gov for unique entity identifier establishment directly to obtain one. The Offeror should indicate that it is an offeror for a Government contract when contacting the entity designated at www.sam.gov for establishing the unique entity identifier.

(j) [Reserved]

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

(1) The agency's evaluation of the significant weak or deficient factors in the debriefed offeror's offer.

(2) The overall evaluated cost or price and technical rating of the successful and the debriefed offeror and past performance information on the debriefed offeror.

(3) The overall ranking of all offerors, when any ranking was developed by the agency during source selection.

(4) A summary of the rationale for award;

(5) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.

(6) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

(End of Provision)

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

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

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

(See next page)

E.3 INSTRUCTIONS AND EVALUATION APPROACH

A. BASIS FOR AWARD

Award will be made on a best value basis, identifying the proposals that are determined to be in the best interest of the Government. The best value determination will be made subsequent to an assessment of the following factors in order of importance: Veteran Integrated Team (VIT) Full Mission Capability, VIT Robustness, Key Personnel, Contract Management and Administration, Task Order Capability and Price. 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 offeror, if the Government determines that a price premium is warranted due to the merits of one or more of the non-price factors.

The Government intends to conduct proposal evaluations using a two-phase approach. Phase 1 will consist of an advisory down-select of potential VITALs based upon capabilities and will result in each SDVOSB submitting as a prospective VITAL receiving a letter of advisement (positive or negative) based on capabilities. Phase 2 will consist of an evaluation of the entire VIT's written response. The proposal(s) will be evaluated strictly in accordance with its written content during Phase 1 and Phase 2.

The Government reserves the right to award with or without discussions during Phase 2. As such, offerors are encouraged to submit and present their best technical and price proposal(s). The Government reserves the right to request clarifications and/or establish a competitive range and conduct discussions following evaluation of Phase 2. Further, the Government reserves the right, in accordance with FAR 15.306 (c) to reduce the number of contractors in the competitive range in order to conduct efficient competition.

Should a competitive range be established, the Government will conduct meaningful discussions with those offerors in the competitive range. Offerors within the competitive range will be provided an opportunity to submit written revisions to the proposal and address any clarifications needed in accordance with Government instruction.

B. GENERAL INSTRUCTION

Contractor shall reference and utilize Attachment D: Proposal Forms for submissions in response to this Request for Proposals (RFP). Failure to utilize the prescribed files/formats may render a submission ineligible for consideration.

Due dates and times for submissions are as follows:

Submission	Contents	Due Date/Time/Page Limits
Phase I VITAL Viability Submission	a. VITAL VIABILITY SUBMISSION- ELIGIBILITY (COVER PAGE) b. VITAL VIABILITY SUBMISSION- CAPABILITY	10/29/19 12:00PM ET. For Phase I submission, as per Proposal Form (Character limited)
Phase II VIT Proposal	a. VIT FULL MISSION CAPABILITY/TEAM ROBUSTNESS b. CONTRACT MANAGEMENT AND OVERSIGHT c. TASK ORDER CAPABILITY d. PRICE e. SF1449 AND AMENDMENTS	<p>Date Released in Amendment Initiating Phase II 12/16/2019 12:00PM/ET for Phase II submission (anticipate due date 4 weeks from Phase II initiation) Page limit per Capability Area is 2 pages (characters limit)</p> <p>Page limit for Contract Management and Oversight is 2 pages (character limit)</p> <p>Page limit for Task Order Capability is 20 pages</p> <p>Font size shall be no smaller than 12-point. Arial or Times New Roman fonts are required.</p> <p>There is no page limit for the price submittal.</p>

C. PROPOSAL SUBMISSION INSTRUCTIONS

1. See FAR 52.212-1, Instructions to Offerors – Commercial Items in addition to the items below including instructions within Phase I ~~I~~ and Phase ~~2~~ II.
2. All Proposal Intentions, Questions, and Proposals shall be submitted via email to the Contracting Officer and the Contract Specialist(s): Allen.Smith3@va.gov, Kevin.Armillotti@va.gov, and William.Milline@va.gov.
3. **In order to be considered in Phase II, Offeror must submit a Proposal Intention no later than Monday, December 02, 2019 at 12:00PM/ET. PROPOSAL INTENTIONS FROM PRIME OFFERORS (VITALs) ARE MANDATORY.**
4. **All questions related to Phase II shall be submitted no later than December 04, 2019 at 12:00PM/ET.** Only written questions will be accepted. The Offeror must utilize the Attachment E: RFP Questions Template when submitting questions regarding the solicitation.
5. Include the RFP number in the Subject Line of all email proposal submissions.

Indicate your intention to provide a proposal via email on or before close of business on the date specified on the SF1449, Block 20.

All questions from potential offerors regarding this solicitation shall be submitted via email on or before date/time specified on the SF1449, Block 20. Only written questions will be accepted. The Offeror must utilize the Attachment E: RFP Questions Template when submitting questions regarding the solicitation. Note that the deadline for questions during the Phase 2 solicitation window will be provided via a solicitation amendment.

6. Proposals shall be submitted to the Contracting Officer and the Contracting Specialist(s) via email: Allen.Smith3@va.gov, Kevin.Armillotti@va.gov, and William.Milline@va.gov so that they are received on or before date/time specified on the SF30 1449, Block & 14. In accordance with FAR 52.212-1(f), offerors are responsible for submitting proposals so as to reach the Government office designated in the solicitation by the time specified in the solicitation. These e-mail inboxes are the Government office designated in the solicitation as defined in FAR 52.212-1(f)(1) for timely receipt of proposals. The offeror assumes full responsibility for ensuring that the proposal is received at the e-mail addresses stated above by the closing date and time identified in the solicitation. This does not include the initial point of entry to the Government infrastructure (email system). Exceptions for late receipt of electronic proposals are specifically outlined in FAR 52.212-1(f)(2). Offerors are encouraged to familiarize themselves with this section of the FAR and submit proposals not later than 5:00pm one working day prior to the date specified for receipt due to the anticipated number of proposals that will enter the Government infrastructure at this time. The CO and CS cannot guarantee a confirmation of receipt. Proposals received after the closing date and time will not be accepted.

Please note that Strategic Acquisition Center - Frederick (SAC-F) can accept e-mails no larger than 5 10 MB. ~~Please note, Offerors are not allowed to encourage to submit zip files.~~ Offerors are encouraged to submit volumes in multiple e-mails so as to not exceed this limitation. Caution: **Compressed (.ZIP) files cannot be accepted.** The choice of Proposal delivery method is up to the Offeror. The Offeror bears the risks of chosen delivery method.

7. Proposals shall consist of the Proposal Forms provided in RFP Attachment D. No other proposal format will be accepted. **Failure to provide any of the required Templates included in the Proposal Forms as indicated below may result in immediate elimination of the proposal from consideration.** Instructions for completing each section are detailed below and within the Proposal Forms in red. Offerors shall complete the templates as instructed. The templates provided are required and any additional information provided will not be evaluated. **Do not alter the questions or information requested in each template.** Failure to provide a response to each question in a template may result in a less than favorable rating and no further consideration. Proposals shall consist of the Proposal Forms provided in RFP Attachment D with the exception of the Task Order Capability submission. No other proposal formats will be accepted. **Failure to provide any of the required Templates included in the Proposal Forms as indicated below may result in immediate elimination of the proposal from consideration.** Instructions for completing each section are detailed below and within the Proposal Forms in red. Offerors shall complete the templates as instructed. The templates provided are required and any additional information provided will not be evaluated. **Do not alter the questions or information requested in each template.** Failure to provide a response to each question in a template may result in a less than favorable rating and no further consideration.

Phase I- Viability Assessment (Mandatory)

Phase 1 Proposal Forms includes:

1. VITAL Viability Submission – Eligibility (Cover Page)
2. VITAL Capability Response – FC I Capability
3. VITAL Capability Response – Healthcare Integration
4. VITAL Capability Response – Contract Management / Administration

By the due date and time identified above, prospective VITAL must complete and submit the VITAL Viability Submission Eligibility Cover Page and Capability Submission. The purpose of the submission is to demonstrate eligibility and understanding of the role, relevant experience, and appropriate resources to serve as a VITAL.

When submitting the VITAL Viability Submission, prospective VITAL shall combine into one file (~~MS Word or~~ Adobe pdf formats only) and submit as a single volume. Character/page limits if applicable are built into each question.

Phase II- Veteran Integrated Team (VIT) Proposal

Phase 2 The Proposal Forms includes:

1. Phase 2 – VIT Proposal Team Summary
2. VIT Submission – Team Summary Cover Page - Continuation Page
3. Capability Narrative (Technical and Past Performance) Template
 - a. For FC I:
 - i. VITAL Submission per capability area is required; and
 - ii. If needed, an additional submission from one VIT member is allowable.
 - b. For FC II and FC III, one team member submission, per Capability Area
4. Key Personnel Biography
5. Contract Management and Administration
6. Sample Task Order Capability
7. Price Templates (Spreadsheets)
8. SF 1449, Amendments, & Other Documents

By the due date and time identified in the Amendment to initiate Phase II, Prime Contractor must complete and submit the Phase II Proposal, consisting of the VIT PROPOSAL- TEAM SUMMARY (COVER PAGE), the required NARRATIVE TEMPLATES, KEY PERSONNEL BIOGRAPHY page(s), CONTRACT MANAGEMENT AND ADMINISTRATION form(s), SAMPLE TASK ORDER CAPABILITY response, and PRICE spreadsheets. The purpose of the submission is to demonstrate the degree of VIT mission capability, level of VIT robustness, quality of key personnel, soundness of the VIT's contract management, overall price value, and the ability of the VIT to respond to task order requests.

8. Format. All written formatting (outside of the SAMPLE TASK ORDER CAPABILITY response) is governed by templates (RFP Attachment D, Proposal Forms) fields including font size, type, and character limits. All pages of the proposal shall be identified by the VITAL (or Prospective VITAL) name and solicitation number in the header. Proposal page limitations are applicable to this procurement and are specified on (or built into) each Template in the Proposal Forms.

All files (outside of the SAMPLE TASK ORDER CAPABILITY response) will be submitted as Acrobat Adobe (.pdf) file or compatible, or as indicated in the instructions on each template.

For the SAMPLE TASK ORDER CAPABILITY response, please note the following:

- a. The file shall be submitted as either Microsoft (MS) Word (doc.) or Acrobat Portable Document Format (.pdf) file. Page size shall be no greater than 8 ½ " x 11". The top, bottom, left, and right margins shall be a minimum of one (1) inch each. Font size shall be no smaller than 12-point. Arial or Times New Roman fonts are required. Characters shall be set at no less than normal spacing and 100% scale.
 - b. Tables and illustrations may use a reduced font size no smaller than eight (8)-point and may be landscape. Line spacing shall be set at no less than single space. Each paragraph shall be separated by at least one blank line. Page numbers, company logos, and headers and footers may be within the page margins only and are not bound by the 12-point font requirement. Footnotes to text shall not be added.
 - c. If the Offeror submits annexes, documentation, attachments or the like, not specifically required by this solicitation, such will count against the Offeror's page limitations unless otherwise indicated in the specific volume instructions below.
 - d. Pages in violation of these instructions, either by exceeding the margin, font, or spacing restrictions or by exceeding the total page limit for a particular volume, will not be evaluated. Pages not evaluated due to violation of the margin, font, or spacing restrictions will not count against the page limitations. The page count will be determined by counting the pages in the order they appear in the print layout view.
9. Content Requirements. All information (outside of the SAMPLE TASK ORDER CAPABILITY response) shall be confined to the appropriate Template. The offeror shall confine submissions to essential matters, sufficient to define the proposal and provide an adequate basis for evaluation. Offerors are responsible for including sufficient details, in a concise manner, to permit a complete and accurate evaluation of each proposal. The use of hyperlinks or embedded attachments in proposals is prohibited, unless specifically allowed per the template instructions, and such items will not be evaluated.

For the SAMPLE TASK ORDER CAPABILITY, the offeror shall submit a comprehensive response that includes but is not limited to all areas listed below:

- a. Task Order Administrative management strategy
 - b. Program Management Plan for simultaneous deployment to multiple VISNs in all task order capability areas; include at a minimum:
 - Resourcing plan, to include key personnel, and level of effort by LCAT and deliverable
 - Integrated Master Schedule
10. Additional Instructions:
- a. Offerors may not provide more than one proposal as the prime contractor. Offerors should develop one team that offers its best approach. If one offeror submits multiple proposals as a prime contractor, only the first proposal received will be evaluated and

- any others will not be considered (unless notified to cancel prior to closing time).
- b. Offerors may not propose as both a prime contractor and as a subcontractor on other proposals. Exclusivity rules apply.
 - c. **For Attachment D, Proposal Forms, Offerors shall provide one narrative for each Capability Area.**
 - (i) **For Functional Category I (FC I) capability areas the submission must be from the VITAL. For FCI only, a second capability narrative from another VIT member may be provided, if needed, to demonstrate more robust capability. However, remember the VITAL must be found capable in all FC I capability areas to serve as VITAL.**
 - (ii) **For Functional Categories II and III the submission can be from any member of the VIT (to include VITAL) and should represent the strongest submission for the team. Only ONE capability form will be reviewed per area.**
 - (iii) **For Form D.3.B, indicate all capability areas the VIT member may perform.**
 - (iv) **As Attachment L, Capability Area Criteria will be utilized to evaluate technical capability to each capability area, Offerors shall reference Attachment L to guide narrative submissions.**
 - d. Subcontracting arrangements must be exclusive (i.e. one subcontractor may not be proposed on multiple proposals.)
 - e. Joint Ventures and SDVOSBs must be CVE VIP-verified at the time of phase II proposal submission to be an eligible VITAL.
 - f. Templates have been provided for the purpose of streamlining the proposal and evaluation process. **Do not alter the templates.** Specific instructions and page limitations are provided on each Template. Basic instructions for additional information are provided below:
 - (i) SF1449, AMENDMENTS & OTHER DOCUMENTS. The following shall be included with the proposal:
 - a. Signed SF 1449 and amendment(s), if any. An authorized official of the prime contractor shall sign the SF 1449, amendment(s) and all certifications requiring signature;
 - b. Offeror's statement(s) as required by paragraph b. of the VAAR Clause, E.2 VAAR 852.209-70 ORGANIZATIONAL CONFLICTS OF INTEREST and any applicable OCI Mitigation Plans;
 - c. Paragraph b of 52.212-3, Offeror Representations and Certifications;
 - d. Any proposed terms and conditions and/or assumptions upon which the proposal is predicated. Offerors are hereby advised that any offeror-imposed terms and conditions and/or assumptions which deviate from the Government's material terms and conditions established by the solicitation, may render the offeror's proposal unacceptable, and thus ineligible for award.
 - e. A copy of each Subcontracting teaming agreement between VITAL and each proposed VITEP/VITSO which demonstrates the partners role and commitment to the VIT.

*****END OF PROPOSAL SUBMISSION INSTRUCTIONS*****

D. PROPOSAL EVALUATION APPROACH

Phase I- Viability Assessment (Mandatory)

The VITAL for any Viability Assessment is mandatory for any firm seeking to serve in the role of VITAL. Failure to submit a Phase 1 Viability statement by date and time required, will render the prospective VITAL ineligible to submit a team response in Phase 2 (without a Phase 1 Assessment, proposal will be rejected in Phase 2).

The Government will assess capability statements received from prospective VITALs based on eligibility, and then if eligible, prospective VITAL Capability. The Government may conduct clarifications, if needed, to allow for the provision of accurate advice.

1. Eligibility - To be eligible to serve in role of Veteran Integrated Team Agile Lead (VITAL), submitter must be either:
 - a. CVE VIP-Verified SDVOSB small in SAM.gov under NAICS 541611 as of the date for submission of Phase II Proposal, or
 - b. A valid Joint Venture (JV) as of the date of submission of Phase II Proposal. "Valid Joint Venture" for the purpose of eligibility means: A CVE VIP-verified Joint Venture with fewer than 3 business ventures (contracts) in the past two years established as a small-small JV (with each concern small in SAM.gov under NAICS 541611) or as a Mentor-Protégé (with SBA approved Mentor, and Protégé small in SAM under NAICS 541611).

The Contracting Officer does not intend to intervene in the CVE VIP Verification process to expedite verification requests. Offeror is solely responsible for ensuring verification prior to its Phase II submittal.

See Figure 1 below.

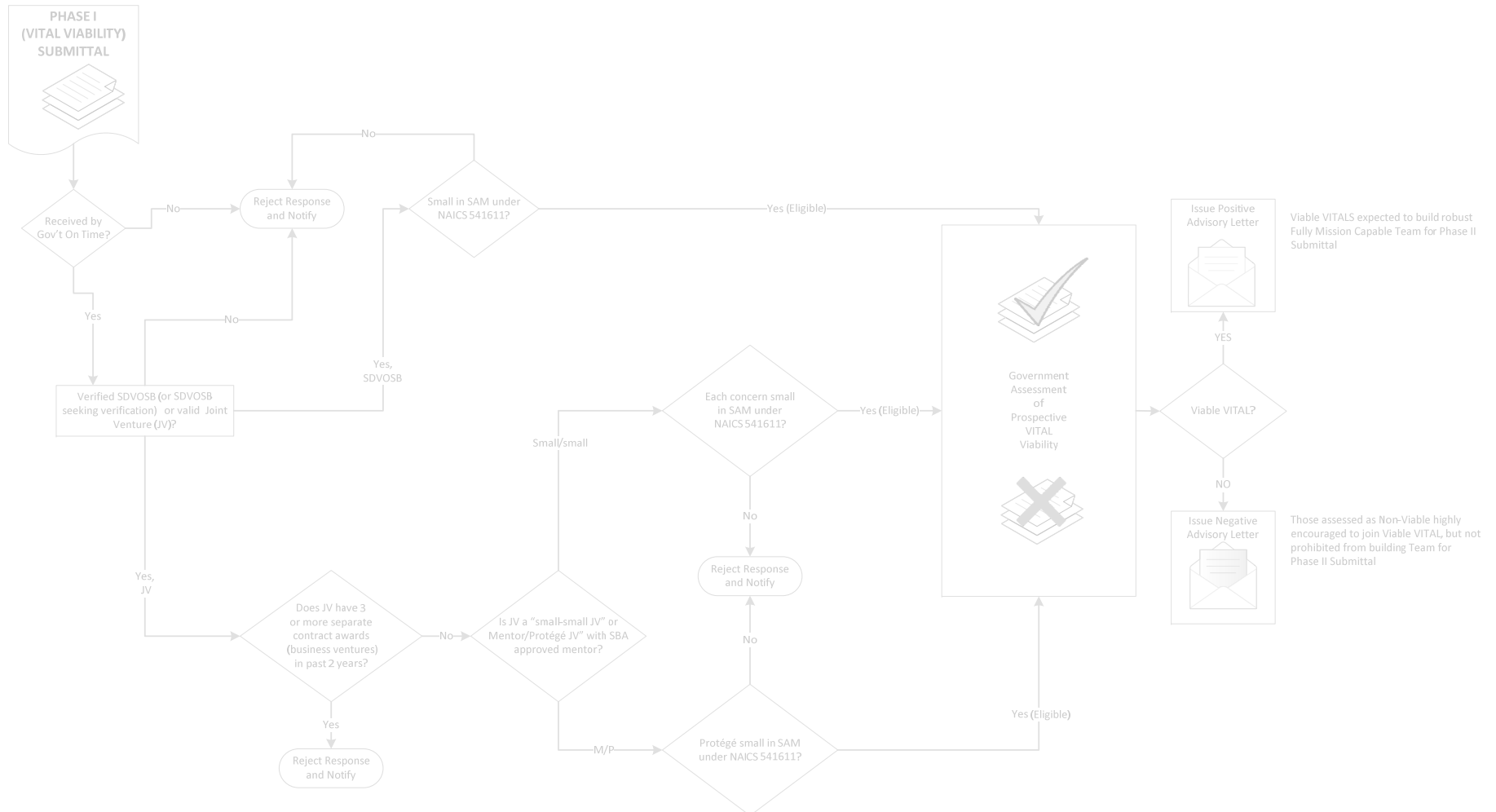


Figure 1: VITAL Eligibility

2. If determined eligible per above, the Government will assess the prospective VITAL Capability. The VITAL shall be fully capable to deliver within all areas within FC I, shall have substantial healthcare integration experience, and shall have expert ability to manage and oversee contract performance including related administrative processes.

If submitting as a Joint Venture, the Government will consider work done individually by each partner to the JV, and previous work of the JV itself; however, given the tremendously important responsibilities assigned to the Managing Venturer/ Protégé (the SDVOSB) in contracts awarded to a JV, the relative capability and experience of the SDVOSB partner to the JV will receive greater consideration/scrutiny given the significant predictive value in ensuring the capability to support FC I areas and experience of the SDVOSB integrating and managing large complex healthcare requirements is adequately considered. Limiting the amount of experience that may be credited to the non-SDVOSB partner ensures meaningful consideration of the experience of the SDVOSB member of the JV.

- a. FC I Capability: Critical to the success of transformational efforts is an integrated, innovative approach to healthcare programs and projects, encompassing all lines of effort. Given the size and scope of healthcare transformation, the Government must have a high level of confidence that all VITALs are highly capable in the areas below:
 - o Program and Project Management;
 - o Business Requirements Development;
 - o Strategic Planning;
 - o Program Evaluation;
 - o Change Management and Transition;
 - o Quality Management; and
 - o Strategic Communications and Executive Support.

Based upon the Vital Viability Submission-Capability, the Government will determine the extent to which the prospective VITAL is capable to execute all areas within FC I: Healthcare Transformation and Innovation. To be considered a viable VITAL, the eligible SDVOSB/JV must have considerable capability in all FC I areas (with substantive capability from the Managing Venturer/ Protégé if submitting as a JV).

- b. Healthcare Integration Experience: The requirements under this contract include diverse task areas and concurrent integration of numerous highly complex (size and scope) national healthcare programs. Therefore, having served as a prime contractor on contract(s) supporting large integrated healthcare systems is important to successfully fulfilling VHA requirements.

Based upon the VITAL Viability Submission-Capability, the Government will determine the extent to which the prospective VITAL is prepared to manage a team of vendors addressing multiple government workstream requirements simultaneously in a highly complex integrated healthcare setting. To be considered a viable VITAL, the eligible SDVOSB/JV must have proven experience/expertise as a Prime Integrator, managing a multi-disciplinary team across multiple FCs/workstreams simultaneously in healthcare setting.

- c. Contract Management and Administration: The Government recognizes the complexities associated with administering a vehicle of this size, scope, and complexity and therefore requires a VITAL (Prime) with a robust plan to meeting the various administrative requirements.

Based on evaluation of the VITAL Viability Submission, the Government will provide an advisement letter, indicating the Government's assessment based on the below criteria. In accordance with FAR 15.202(b), the Government will advise each respondent in writing (advisement letter) either that it is a viable competitor for the resultant Phase 2 of the acquisition or, based on the information submitted, that it is unlikely to be a viable VITAL. The agency will advise respondents considered not to be viable VITALs of the general basis for that opinion. The agency will inform all respondents that, notwithstanding the advice provided by the Government in response to their submissions, they may participate in Phase 2 (either as a VITAL or by joining a VIT as a team member).

Phase II- Veteran Integrated Team (VIT) Proposal

The Government requires VITs capable of simultaneously meeting unique and highly complex requirements across all FC areas on multiple task orders with expertise in various integrated healthcare program areas. The Government requires the flexibility to deploy contract teams to multiple supported locations, nationwide, at times with little to no notice.

The Government will therefore evaluate the proposed VIT to determine whether it is fully mission capable, acceptably robust, offers Key Personnel meeting / exceeding the experience and education requirements, has sound contract management processes and the ability to administer multiple concurrent task orders in an efficient manner, and offers resources at a fair and reasonable price to the Government. While eligible SDVOSBs may submit offers alone, the Government anticipates numerous teaming partners (SDVOSB and otherwise) will be necessary given the intentions of the solicitation; therefore, submission of a VIT with partners is highly encouraged.

Written Proposal Evaluation

Prior to evaluation of the price and non-price factors, the Government will make a determination as to the eligibility of the Prime Offeror (Proposed VITAL). VITALS and all proposed SDVOSB VITEPS must be VIP-verified SDVOSB at time of Phase II submission and small under the applicable NAICS to be eligible. Once a Prime offeror is determined eligible, the Government will evaluate **responses in accordance with sections a – e below. Additionally, the Government will evaluate responses using the criteria provided in Attachment L. Capability Area Criteria. As such, Offerors shall reference Attachment L to guide narrative submissions. as follows:**

a. Full Mission Capability

The Government requires a VIT capable of simultaneously meeting unique and highly complex requirements across all FC areas. Therefore, based on the submission of the VIT PROPOSAL TEAM SUMMARY and associated CAPABILITY NARRATIVE forms, the Government will evaluate the proposed VIT to determine whether it is fully mission capable. For the purposes of this evaluation fully mission capable means that the VIT, inclusive of its collective team members, has capability in every FC capability area. In other words, prime awardees (VITAL) must be an eligible VIP-verified SDVOSB and have capability in all FC I Capability Areas and propose a team that collectively demonstrates capability in all three FCs and associated Capability Areas. The Government will determine capability of VIT members based upon the quality of the technical capability and relevance of past performance information provided in the CAPABILITY NARRATIVE form. **Each VIT will submit its strongest example (Capability from 1 team member) for each capability area. SDVOSB submissions will be weighted more favorably.** All past performance information submitted shall be no longer than five years ago. If a VIT is found to be not fully mission capable, it will result in less than acceptable confidence on the part of the Government.

b. Team Robustness

The Government requires a VIT capable of simultaneously meeting unique and highly complex requirements across all FCs on multiple task orders with expertise in various integrated healthcare program areas. The Government requires the flexibility to deploy contract teams to multiple supported locations nationwide, at times with little to no notice. Therefore, based on the submission of the VIT PROPOSAL TEAM SUMMARY, ~~and~~ associated CAPABILITY NARRATIVE forms, and TASK ORDER submission the Government will evaluate the proposed VIT to determine the team's level of robustness. For the purposes of this evaluation, robustness refers to the quality and number of VIT members vetted and experienced in the various FCs and capability areas available to support multiple concurrent task orders simultaneously.

c. Key Personnel

The Government will evaluate key personnel through an assessment of the submitted resume or biography to ensure individuals proposed to fill key personnel roles meet or exceed the established education and experience requirements from the Performance Work Statement, Section 6.0 Key Personnel.

The key personnel designated for this contract include:

- IDIQ Contract Manager, and
- Any additional key personnel proposed by the VIT for base contract support.

Key personnel exceeding any minimum established education and experience to the Governments benefit may result in the proposal being rated more favorably.

d. Contract Management and Administration

The proposal will be evaluated to ascertain the degree of risk and likelihood of success associated with the Offerors proposed structure to manage contractor onboarding and training, travel administration, budgeting and invoicing, and general contract executions and administration.

e. Task Order Capability

The evaluation of Task Order Capability will consider the following elements:

- a. Understanding of the Work - The response will be evaluated to determine the extent to which it demonstrates a clear understanding of all features involved in solving the problems and meeting the requirements presented in the sample task order, and the extent to which uncertainties are identified and resolutions proposed. The response will be evaluated strictly in accordance with its written content. Responses must demonstrate that the Offeror has a thorough comprehension and capability of interpreting the sample task order and all of its contents, and an ability to assign appropriate resources from the members of its VIT. A response which merely restates the requirement or states that the requirement will be met, without providing supporting rationale, is not sufficient.
- b. Feasibility of Approach - The response will be evaluated to determine whether the Offeror's methods and approach to meeting the sample task order requirements provide the Government with a high level of confidence of successful completion of Tasks required by the sample task order. Offerors' proposed level of effort and labor mix as listed in Attachment G , Task Order Pricing Spreadsheet, will contribute to the Governments confidence in its approach.

- c. Completeness - The response will be evaluated to determine whether the Offeror's methods and approach have adequately and completely considered, defined, and satisfied the requirements specified in the sample task order.
- d. Key Personnel – The response will be evaluated to ensure individuals from VIT team members proposed to fill key personnel roles for the sample task order meet or exceed the established education and experience requirements from the sample task order.

f. Price

The Government will evaluate price using available price analysis techniques from FAR 15.404-1 (b)(2) to determine price reasonableness. This price evaluation will include an evaluation of labor rates for all required labor categories for the base and option period. Additionally, the Government will evaluate the proposed representative (sample) task order pricing. For the sample task order, the Government will analyze the offer for unbalanced pricing in accordance with FAR 15.404-1 (g). Unbalanced pricing may result in exclusion from any competitive range or may result in the proposal being rejected, if the Contracting Officer determines that the lack of balance poses an unacceptable risk to the Government.

*****END OF PROPOSAL EVALUATION APPROACH*****

E.4 52.207-6 SOLICITATION OF OFFERS FROM SMALL BUSINESS CONCERNS AND SMALL BUSINESS TEAMING ARRANGEMENTS OR JOINT VENTURES (MULTIPLE-AWARD CONTRACTS) (OCT 2016)

(a) Definition. "Small Business Teaming Arrangement," as used in this provision—

(1) Means an arrangement where—

(i) Two or more small business concerns have formed a joint venture; or

(ii) A small business offeror agrees with one or more other small business concerns to have them act as its subcontractors under a specified Government contract. A Small Business Teaming Arrangement between the offeror and its small business subcontractor(s) exists through a written agreement between the parties that—

(A) Is specifically referred to as a "Small Business Teaming Arrangement"; and

(B) Sets forth the different responsibilities, roles, and percentages (or other allocations) of work as it relates to the acquisition;

(2)(i) For civilian agencies, may include two business concerns in a mentor-protégé relationship when both the mentor and the protégé are small or the protégé is small and the concerns have received an exception to affiliation pursuant to 13 CFR 121.103(h)(3)(ii) or (iii).

(ii) For DoD, may include two business concerns in a mentor-protégé relationship in the Department of Defense Pilot Mentor-Protégé Program (see section 831 of the National Defense Authorization Act for Fiscal Year 1991 (Pub. L. 101-510; 10 U.S.C. 2302 note)) when both the mentor and the protégé are small. There is no exception to joint venture size affiliation for offers received from teaming arrangements under the Department of Defense Pilot Mentor-Protégé Program; and

(3) See 13 CFR 121.103(b)(9) regarding the exception to affiliation for offers received from Small Business Teaming Arrangements in the case of a solicitation of offers for a bundled contract with a reserve.

(b) The Government is soliciting and will consider offers from any responsible source, including responsible small business concerns and offers from Small Business Teaming Arrangements or joint ventures of small business concerns.

(End of Provision)

E.5 52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS (OCT 2018)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(End of Provision)

E.6 52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a Firm-Fixed-Price, Labor-Hour, Indefinite Quantity contract resulting from this solicitation.

(End of Provision)

E.7 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:
U.S. Department of Veterans Affairs
OPAL | Strategic Acquisition Center - F
5202 Presidents Court, Suite 103
Frederick MD 21703

Mailing Address:
U.S. Department of Veterans Affairs
OPAL | Strategic Acquisition Center - F
5202 Presidents Court, Suite 103
Frederick MD 21703

(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.8 VAAR 852.233-70 PROTEST CONTENT/ALTERNATIVE DISPUTE RESOLUTION (OCT 2018)

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

(1) Include the name, address, fax number, email 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 (OCT 2018)

- (a) As an alternative to filing a protest with the Contracting Officer, an interested party may file a protest by mail or electronically with: Executive Director, Office of Acquisition and Logistics, Risk Management and Compliance Service (003A2C), Department of Veterans Affairs, 810 Vermont Avenue NW, Washington, DC 20420 or Email: EDProtests@va.gov.
- (b) The protest will not be considered if the interested party has a protest on the same or similar issue(s) 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 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 2018
52.204-16	COMMERCIAL AND GOVERNMENT ENTITY CODE REPORTING	JUL 2016
52.216-27	SINGLE OR MULTIPLE AWARDS	OCT 1995

***** (End of Addendum to 52.212-1) *****

E.11 52.212-2 EVALUATION—COMMERCIAL ITEMS (OCT 2014)

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

See section E.3, Instructions and Evaluation Approach

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

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

(End of Provision)

<u>FAR Number</u>	<u>Title</u>	<u>Date</u>
& 52.216-31	TIME-AND-MATERIALS/LABOR-HOUR PROPOSAL REQUIREMENTS—COMMERCIAL ITEM ACQUISITION	FEB 2007

E.12 52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS—COMMERCIAL ITEMS (OCT 2018)

The Offeror shall complete only paragraph (b) of this provision if the Offeror has completed the annual representations and certification electronically in the System for Award Management (SAM) accessed through <https://www.sam.gov>. 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 in SAM.

(2) The offeror has completed the annual representations and certifications electronically in SAM accessed through <http://www.sam.gov>. After reviewing SAM 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), at the time this offer is submitted 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
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_____	_____
_____	_____
_____	_____

[List as necessary]

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated country end products without regard to the restrictions of the Buy American statute. The Government will consider for award only offers of U.S.-made or designated country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) *Certification Regarding Responsibility Matters* (Executive Order 12689). (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals—

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

(2) Have, have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property;

(3) Are, are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses enumerated in paragraph (h)(2) of this clause; and

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

(i) Taxes are considered delinquent if both of the following criteria apply:

(A) *The tax liability is finally determined.* The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(B) *The taxpayer is delinquent in making payment.* A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(ii) *Examples.*

(A) The taxpayer has received a statutory notice of deficiency, under I.R.C. Sec. 6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(B) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. Sec. 6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(C) The taxpayer has entered into an installment agreement pursuant to I.R.C. Sec. 6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(D) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. 362 (the Bankruptcy Code).

(i) *Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126).*

(1) *Listed end products.*

Listed End Product	Listed Countries of Origin
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(2) *Certification. [If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.]*

(i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

(ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(j) *Place of manufacture.* (Does not apply unless the solicitation is predominantly for the acquisition of manufactured end products.) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly—

(1) In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or

(2) Outside the United States.

(k) *Certificates regarding exemptions from the application of the Service Contract Labor Standards.* (Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services.) [*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 SAM 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 <https://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx>).

(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 (12.301(d)(1)).

(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)