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SECTION B - CONTINUATION OF SF 1449 BLOCKS

B.1 CONTRACT ADMINISTRATION DATA

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

a. CONTRACTOR:

b. GOVERNMENT: **Department of Veterans Affairs, Network Contracting Office -22**

Don Weerasinghe, Contracting Officer

4811 Airport Plaza Drive Suite 600, Long Beach, CA 90815

Telephone number: 562-766-2240

Email: Don.Weerasinghe@va.gov

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

<input checked="" type="checkbox"/>	52.232-33, Payment by Electronic Funds Transfer—System For Award Management, or
<input type="checkbox"/>	52.232-36, Payment by Third Party

3. INVOICES: Invoices shall be submitted in arrears:

a. Quarterly	<input type="checkbox"/>
b. Semi-Annually	<input type="checkbox"/>
c. Other	<input checked="" type="checkbox"/> Monthly

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

- Tungsten e-Invoice Setup Information: 1-877-489-6135
- Tungsten e-Invoice email: VA.Registration@Tungsten-Network.com
- FSC e-Invoice Contact Information: 1-877-353-9791
- FSC e-Invoice email: vafscshd@va.gov

VA's Electronic Invoice Presentment and Payment System:

(See Web site at and submit invoices to: www.OB10.com **(TUNGSTEN NETWORK)**
Register at: 877-752-0900 (Option #2)

5. **ACKNOWLEDGMENT OF AMENDMENTS:** The offeror acknowledges receipt of amendments to the Solicitation numbered and dated as follows: **36C26220R0081**

AMENDMENT NO	DATE

B.2 NOTIFICATION TO OFFERORS

1. **Authority:** This is a solicitation for commercial items prepared in accordance with the format in Federal Acquisition Regulation (FAR) Part 12, "Acquisition of Commercial Items" and FAR Part 13, "Simplified Acquisition Procedures," as supplemented with additional information included in this notice. This announcement constitutes the only solicitation; 36C26220R0081 is being requested, and a written solicitation document will not be issued.
2. This solicitation is a "request for proposals (RFP)". The solicitation document and incorporated provisions and clauses are those in effect through Federal Acquisition Circular 2019-01.
3. The VA Long Beach Healthcare System (VALBHS) at 5901 East 7th Street Long Beach, CA 90822 is seeking to rapidly stabilize Veterans' medical, mental health, substance abuse and other psychosocial problems by partnering with one (1) Contractor to assist with provisions of emergency residential care and supportive services through the Health Care for Homeless Veterans (HCHV) model in the VALBHS.
4. The VA's requirement is to place four (4) Veterans in a community-based Contracted Emergency Residential Services (CERS) facilities offering a safe and secure environment that supports their goals for recovery from homelessness. The Contractor shall provide safe housing for male and female Veterans at any given time, based on the needs of the community. The Contractor is required to propose a facility that will be capable of allocating a maximum of four (4) beds per day to Veteran patients. The facility is expected to accommodate up to four (4) Veterans. VA and Contractor may mutually agree to assign Veterans, up to a maximum of four (4) Veterans, to the Contractor's facility, at the same price per bed per day currently in effect as shown in the Price Schedule.
 - **Offeror shall state in their proposal, at the time of proposal submission, how many veterans they can accommodate at one time and state the address of the proposed facility.**
 - **Failure to provide address of the proposed facility at the time of proposal submission will result in the proposing contractor to be removed from consideration for award.**
 - **Failure to provide an address of the proposed facility that is within the city of Long Beach or within Orange County (OC) lines, in Orange County zip codes which do not to exceed eighteen (18) miles travel distance from the VALBHS main hospital at the time of proposal submission will result in the proposing contractor to be removed from consideration for award.**
5. It is the Government's intent to make an indefinite delivery/indefinite quantity (IDIQ) award in response to this solicitation.
6. Offerors shall complete and return all information designated in the enclosed FAR clause 52.212-1, Instructions to Offerors – Commercial Items, paragraph (b) *Submission of offers*, and the Addendum to FAR clause 52.212- 1, prior to the time specified in block 8 of standard form (SF) 1449 to be considered for award. Offerors shall also respond to each special standard of responsibility listed in the enclosed FAR clause 52.212-2, Evaluation—Commercial Items. Failure to do so may preclude the offeror from consideration for award.

7. TECHNICAL INQUIRES: Direct all technical inquiries via email to the Administrative Contract Specialist (CS), Rafael Cervantes at rafael.cervantes@va.gov not later than **05/07/2020 1:00 PM PST**. An amendment will be posted to <https://beta.sam.gov/> to address any questions received on or about **05/13/2020**. The Contractor shall acknowledge an amendment in section 5 above.

8. DUNS NUMBER: Provide the Dun and Bradstreet Number assigned to your business in the space provided below; (refer to FAR provision 52.212-1, Instructions to Offerors – Commercial Items):

8.1. _____

9. Post-Award Teleconference. The awarded Contractor(s) shall participate in a post-award orientation teleconference to review the contract requirements, start-up plan, and other contract management procedures.

B.3 SCHEDULE OF SERVICE AND PRICE

This is an indefinite delivery, indefinite quantity, (IDIQ) fixed-price contract. Prices in this schedule represent an all-inclusive rate including labor, incidental costs, overhead, and insurance premium payments for applicable insurance coverage. Costs not incorporated into the contractor's price will not be reimbursed by the Government.

The guaranteed minimum amount for this contract is \$1,000.00. The maximum aggregate value of the orders that can be placed under this contract is \$2,000,000.00. The Government does not guarantee that it will place any orders under this contract in excess of the guaranteed minimum amount.

****The previous option year pricing will apply to any extension pursuant to FAR 52.217-8**

Each Contract Year is based on a 12 months calendar year.**

<u>Base Year:</u>				
Period of Performance Months 1-12 (Actual dates TBD)				
ITEM NO.	DESCRIPTION	Estimated Bed Quantity	UNIT	Unit Price Per Day
1	Daily Room & Board / HCHV VA Long Beach CERS (in accordance with the Statement of Work)	4	Beds	
	Estimated Base Year Amount			\$

<u>Option Year I:</u>				
Period of Performance Months 1-12 (Actual dates TBD)				
ITEM NO.	DESCRIPTION	Estimated Bed Quantity	UNIT	Unit Price Per Day
1	Daily Room & Board / HCHV VA Long Beach CERS (in accordance with the Statement of Work)	4	Beds	
	Estimated Option Year I Amount			\$

<u>Option Year II:</u>				
Period of Performance Months 1-12 (Actual dates TBD)				
ITEM NO.	DESCRIPTION	Estimated Bed Quantity	UNIT	Unit Price Per Day
1	Daily Room & Board / HCHV VA Long Beach CERS (in accordance with the Statement of Work)	4	Beds	
	Estimated Option Year II Amount			\$

<u>Option Year III:</u>				
Period of Performance Months 1-12 (Actual dates TBD)				
ITEM NO.	DESCRIPTION	Estimated Bed Quantity	UNIT	Unit Price Per Day
1	Daily Room & Board / HCHV VA Long Beach CERS (in accordance with the Statement of Work)	4	Beds	

	Estimated Option Year III Amount			\$
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<u>Option Year IV:</u>				
Period of Performance Months 1-12 (Actual dates TBD)				
ITEM NO.	DESCRIPTION	Estimated Bed Quantity	UNIT	Unit Price Per Day
1	Daily Room & Board / HCHV VA Long Beach CERS (in accordance with the Statement of Work)	4	Beds	
	Estimated Option Year IV Amount			\$

Estimated Value - Base Year	\$
Estimated Value - Option Year One (1)	\$
Estimated Value - Option Year Two (2)	\$
Estimated Value - Option Year Three (3)	\$
Estimated Value - Option Year Four (4)	\$
Estimated Total Value	\$

B.4 STATEMENT OF WORK

Health Care for Homeless Veterans (HCHV) Contracted Emergency Residential Services (CERS)

STATEMENT OF WORK

Background and Overview:

The Department of Veterans Affairs (DVA) has been providing direct and specialized services for homeless Veterans for nearly 25 years. The Secretary of the VA has set a zero-tolerance policy for homelessness within the Veteran population. As part of the Plan to End Homelessness among Veterans

announced in late 2009, the Veterans Health Administration (VHA) has been increasing both capacity of existing programs and services offered to program participants. The plan calls for utilizing new models of care not previously offered by VA.

The Department of Veterans Affairs' (VA) Plan to End Homelessness Among Veterans calls for enhancing current homeless service capacity as well as developing new programs and initiatives in concert with community and federal partners. The intent of this contract is for the Veterans Affairs Long Beach (VALBHS) to engage a community provider to offer homeless Veterans services by providing housing and supportive services to four (4) homeless Veterans in community-based Contracted Emergency Residential Services (CERS) facilities offering a safe and secure environment that supports their goals for recovery from homelessness. Services must be available to both male and female Veterans. The contractor's facility where services are to be provided shall be within the city of Long Beach or within Orange County (OC) lines, in Orange County zip codes which do not to exceed eighteen (18) miles travel distance from the VALBHS main hospital (Reference the list of Orange County Zip Codes in Attachment E). The contractor will be required to provide a therapeutic environment which provides clinical and rehabilitative services to homeless Veterans. The contractor will not be required to provide detoxification or other hospital level treatment. **Failure to provide an address of the proposed facility that is within the city of Long Beach or within Orange County (OC) lines, in Orange County zip codes which do not to exceed eighteen (18) miles travel distance from the VALBHS main hospital at the time of proposal submission will result in the proposing contractor to be removed from consideration for award.*

Although this contract seeks services for the VALBHS, HCHV is a national program serving Veterans throughout the country. This program continues to expand and has become one of the largest VA interventions to assist homeless Veterans. It is also the first specialized homeless program developed by the VA. It represents one of VA's most significant efforts to achieve the President's goal of ending homelessness among Veterans.

The goal of the Health Care for Homeless Veteran CERS Program is to rapidly stabilize Veterans' medical, mental health, substance abuse and other psychosocial problems in order to place Veterans in other appropriate transitional or permanent housing within 90 days. VA intends to engage a contractor to provide rapid placement of Veterans in a safe, supportive, residential setting while addressing Veterans' complex needs through on-site supportive case management services. This housing must meet the criteria established both by HCHV clinical staff and VA fire and safety officials. *Contractors are urged in the strongest terms to carefully review the requirements outlined in the SOW to ensure that all facilities fire and safety and supportive services criteria can be met in a timely way.*

The primary target population for HCHV Contracted Emergency Residential Services (CERS) is Veterans experiencing homelessness. To be eligible for the VALBHS – HCHV Safe Haven CERS Program, Veterans must:

- A. Be eligible for VA health care as determined by the local VA medical center.
- B. Be determined to be homeless based on McKinney-Vento Act definitions by the local VA medical center HCHV program.
- C. At the discretion of the VA, exceptions for Veterans who do not fully meet the HCHV eligibility criteria may be considered for services in this contract.

- D. Veterans are referred to the contractor based on a demonstrated short term need for case management and supportive services to stabilize their mental health, substance abuse, medical and/or other co-occurring serious psychosocial issues in order to secure transitional or permanent housing as quickly as possible.
- E. This contract shall be awarded to a contractor with a facility within the city of Long Beach or within Orange County (OC) lines, in Orange County zip codes which do not to exceed eighteen (18) miles travel distance from the VALBHS main hospital that meets the requirements outlined in the Tasks and Deliverables. An HCHV VA Liaison to the contractor will be identified by the homeless program leadership at the VALBHS. The HCHV VA Liaison:
- Is to act as the clinical liaison for all client-related issues between the Contractor and the Long Beach VA homeless team.
 - Is to provide clinical oversight.
 - Is to not provide direct clinical supervision.
- F. Contractor will have general liability insurance coverage of \$1,000,000.00 to cover employee malfeasance.

PERIOD OF PERFORMANCE: The period of performance for this contract will be for a Base Year plus four (4) Option Years.

CONTRACT TYPE: Firm Fixed Price Indefinite Delivery/ Indefinite Quantity.

PLACE OF PERFORMANCE: The Offerors facility where services are to be provided shall be within the city of Long Beach or within Orange County (OC) lines, in Orange County zip codes which do not to exceed eighteen (18) miles travel distance from the VA LBHS main hospital. (Reference the list of Orange County Zip Codes in Attachment E). Government furnished workspace will not be provided for this effort. However, the contractor will be required to host frequent meetings to discuss clinical and administrative matters. Additionally, Contractor must provide a location for VA staff to meet with Veterans. In both cases, the space must be HIPPA compliant and is the sole responsibility of the contractor. **Failure to provide an address of the proposed facility that is within the city of Long Beach or within Orange County (OC) lines, in Orange County zip codes which do not to exceed eighteen (18) miles travel distance from the VALBHS main hospital at the time of proposal submission will result in the proposing contractor to be removed from consideration for award.*

CONTRACT AWARD MEETING: The Contractor shall not commence performance on the tasks in the awarded SOW until the Contracting Officer or representative has conducted a kick-off meeting or has advised the Contractor that a kick-off meeting is waived. Additionally, if Government chooses to exercise option years of contract, follow up meetings will take place annually, at minimum.

GOVERNMENT FURNISHED PROPERTY: Government furnished property will not be provided to the Contractor. All equipment required by the Contractor will be provided at their expense.

METHOD OF INSPECTION AND ACCEPTANCE: The Contracting Officer's Representative (COR) will evaluate all deliverables submitted. The COR is responsible for certifying invoices for payment only for deliverables received and deemed acceptable by the COR.

Implementation Timeline

The contract facility and associated onsite services are expected to pass inspection and become fully operational within 30 days from the date of contract award. Failure to meet the 30-day milestone may result in the contract being terminated. Contractor will demonstrate successful completion of the following tasks, validated by VA inspection, prior to receiving Veteran referrals and invoicing for payment:

Task	Timeline
Demonstrate site control (ownership or valid lease)	At the time of proposal submission
Complete a pre-award inspection of the facility and on-site services conducted by HCHV clinical staff and VA fire and safety officials. Items requiring corrective action will be communicated to the contractor in writing within 1 week after the inspection.	Within 30 days of proposal submission
Complete the abatement of all corrective action items and pass VA inspection	Within 30 days after the pre-award inspection.
Identify all staff required per the SOW and have in place and available to provide the full range of case management and onsite services to Veterans	Within 30 days after the contract award.
Must have all VA funded beds onsite and fully operational and available for services to occur according to the SOW.	Within 30 days after the contract award.

Tasks & Deliverables

I. Emergency Housing Facilities and Management

- A. Contractor must have site control of the housing facility through ownership or valid lease.
- B. Contractor is required to ensure that the facility used for this contract meets fire and safety code imposed by the State law, and the Life Safety Code of the National Fire and Protection Association. It is important to note that typically the Life Safety Code is more stringent than local or state codes. No additional funds will be made available for capital improvements under this contract. Applicants also should note that *all facilities*, unless they are specifically exempted under the Life Safety Code, are required to have an operational sprinkler system. VA will conduct an inspection that contractor sites must pass *prior* to contractors being able to submit a request for per diem payment to ensure this requirement is met.
- C. Contractor is required to ensure that the facility used for this contract meets the Americans with Disabilities Act (ADA) guidelines for accessible accommodations for Veterans with physical

limitations or impairments. This is also referred to as “Architectural Barriers Act compliant.” No additional funds will be made available for capital improvements under this contract. Must be 1 ADA compliant bed for 1-21 beds and 2 ADA beds for 21-40 beds at a minimum. Veterans must not be segregated from the rest of the facility due to physical disability; they must have full access to the physical plant as well as the services and supports at the facility. If a contractor determines that complying with ADA requirements would be prohibitive due to significant renovations or modernization at their facility, an interagency agreement with another emergency housing provider that meets the ADA requirements may be used, provided the second emergency housing provider is able to meet the same requirements as required by the contract. Contractors utilizing an interagency agreement must also have written policies and procedures that clearly describe how comparable on-site services will be provided by the contractor to Veterans residing in an interagency agreement facility. The contractor retains full responsibility for meeting the terms of the contract for facilities and on-site services when utilizing an interagency agreement to meet ADA requirements.

- D. Contractor facility must be licensed as required for the setting under State or Federal authority, and must meet all applicable local, state, and Federal requirements concerning licensing and health codes. Copies of valid licenses must be provided to the VA at the time of pre-inspection and during annual inspection reviews. Where applicable, the facility must have a current occupancy permit issued by the authority having jurisdiction.
- E. The contractor providing housing and supportive services to female Veterans under this contract is required to ensure the safety and privacy of these Veterans. Men and women must have separate bathroom facilities. The facility must have female residential rooms or sections that are securely segregated or restricted from men to ensure safety and privacy. If the facility cannot accommodate both male and female Veterans at one location, the provider must make available equivalent facilities and services for the opposite gender that meet the terms of the contract for facilities and services.
- F. Contractor must provide a safe and sober environment for all residents. The contractor will offer a low-demand environment with a minimum set of rules designed to re-establish trust in the homeless Veteran and engage the Veteran in needed treatment services. Contractor must have written policies and procedures in place that address the following concerns and situations:
 - 1. Acceptance of treatment cannot be a condition of admission or continued stay.
 - 2. Abstinence from alcohol or drugs cannot be a condition of treatment or continued stay.
 - 3. Infractions of rules should be used as opportunities for engagement.
 - 4. Suspected or known drug or alcohol use or relapse by one or more residents and interventions based on the Safe Haven model.
 - 5. On-site contraband, weapons, drug or alcohol related paraphernalia (i.e., found alcohol, drugs, drug “works”, etc.) and interventions based on the Safe Haven model.
 - 6. Safe prescription medication storage and handling, including specific provisions for prescribed controlled substances.
 - 7. Room inspections, including methods and frequency.

8. Grievance process to address resident complaints with time frames for responses from the contractor's program/facility management.
9. Client abandonment of belongings in the facility, including time frames and procedures for disposal.
10. Process to elicit client satisfaction with the facility and onsite services, including information collection methods and frequency, and process for utilizing the information for continual performance improvement purposes.

These policies and procedures must be communicated to Veteran residents and contract staff both verbally and in writing in a manner that is understandable to them upon admission to the facility. This communication must be documented in the Veteran's client record. It is the Contractors responsibility that all contract employees and subcontractor employees understand these policies and procedures upon initiation of the contract and should renew understanding annually.

- G. House rules and expectations should be kept to a minimum, be simple, and should focus on safety of the residents. Maintaining housing stability will be the primary goal for each resident. To provide for the safety of the residents, the Contractor must have written policies and procedures in place that clearly indicate the following are prohibited:

1. Dealing or use of illicit drugs at the facility
2. Buying or selling of alcohol or drugs in the facility
3. Sexual activity involving residents and/or recently discharged residents
4. Threat/actual acts of violence or any type of harassment by residents at the facility
5. Inappropriate interactions with anyone who is a detriment to the environment of care

Although rules must be kept simple and demands on the resident's low, it is required that staff at the facility must stay continuously engaged with the residents. Policies and procedures should reflect that:

1. Regular room checks should occur with a strong focus on maintaining a safe environment that promotes the well-being of all residents. Increased room checks and safety planning for Veterans determined to be high-risk is required with supporting documentation.
2. Staff is trained in providing flexible, respectful responses to infractions of rules.
3. Homeless Veterans may be discharged for drinking, use of drugs, non-compliance with prescribed medication or infractions of house rules, at the discretion of the contract agency.
4. Assertive engagement by the treatment staff with patients regarding non-compliance is the preferred course of action to identify solutions specific to Veteran's treatment goals.

- H. Contractor must provide the following to all Veterans referred and admitted to the HCHV Contract Residential Care facility:

1. A designated bed that is used exclusively by the individual Veteran from the time of admission to the time of discharge. This bed must be situated in a room that affords the Veteran safety, privacy and security.
 2. Clean linens such as sheets, towels, blankets, and pillows will be provided by the contractor.
 3. A safe and secure place for each Veteran to store his/her belongings that is readily accessible to the Veteran (such as a locking closet, a locking armoire, a locker, etc.).
 4. Laundry facilities for Veterans to do their own laundry.
 - If said facility is not available on site, contractor is responsible for providing alternative. This is to be at no cost to the Veteran or the Government.
 - Adequate amounts of laundry detergent. Hypo-allergenic detergent may be required for medical reasons as prescribed.
- I. Contractor must provide a clean and comfortable environment of care that meets the following conditions:
1. A structurally sound facility which does not pose any threat to the health and safety of the occupants and, subsequently, protects them from the elements
 2. Facility entries and exit locations that are capable of being utilized without unauthorized use and provide alternate means of egress in case of fire
 3. Provides each resident an acceptable place to sleep that is compliant with appropriate codes and regulations
 4. Provides every room or space with natural or mechanical ventilation;
 5. Is free of pollutants in the air at levels that threaten the health of residents;
 6. Provides a water supply that is free from contamination;
 7. Provides sanitary facilities to residents which are sufficient in number, in operational condition, may be used in privacy, allow for personal cleanliness as well as the disposal of human waste;
 8. Provides adequate heating and or cooling plants that are in proper operating condition;
 9. Provides adequate natural or artificial illumination to permit normal indoor activities and to support the health and safety of residents;
 10. Provides adequate electrical sources to permit use of essential electrical appliance while assuring safety from fire;
 11. Provides that housing and equipment are maintained in a sanitary manner free from pests, insects and vermin.

12. Provides that the facility has a warm, welcoming, and respectful atmosphere through its lighting and décor. Contractor ensures that furniture is well maintained, comfortable and the provision of fruit baskets with fresh fruit are part of daily facility operations and upkeep.
13. Provides a library room, computer lab, and/or recreational area for Veteran use that is accessible and quiet. The library room must have books and other reading material available for Veterans' recreational use as well as a working computer for Veterans to learn or enhance their computer skills.

It is the contractor's responsibility to maintain a clean and comfortable environment of care that meets these conditions. No additional funds will be made available for capital improvements under this contract in the event corrective action is required to remedy a negative condition. For example, the contractor would be responsible for alleviating a bed bug infestation by hiring an exterminator at its own expense. Contractors must ensure that they have sufficient operating funds in addition to VA funding to maintain the facility according to the requirements of the contract.

- J. The contractor must provide designated office space and parking to VA staff when staff, both of which must be located on site. The office space must afford the VA Liaison and Veterans privacy and confidentiality when meeting. The VA Liaison is expected to be onsite at the Contractor facility two to five days per week in keeping with VA HCHV CERS program expectations. Dates and times of VA staff visits will vary, based on the clinical needs of the population served.
- K. Contractor must provide appetizing, nutritionally balanced meals three times per day in a setting that encourages social interaction. A variety of nutritious snacks between meals and at bedtime must be available for those requiring or desiring additional food, when it is not medically contraindicated. All food must be stored, handled and served in a safe and sanitary manner that meets accepted industry standards and guidelines. The VA has a particular concern for chronically homeless Veterans, many of whom are either undernourished or have developed poor eating habits or both, because of chronic medical, mental health or substance abuse disorders. A VA dietitian will assess printed menus as well as Veterans' satisfaction with meals and the actual consumption of food offered in determining the contractor's success in meeting this requirement during annual facility inspection or at any point during the contract period.
- L. Contractor will allow VA staff to inspect that facility and/or review Veteran participant treatment protocols at any time determined necessary by VA.

II. Staffing - HEALTH REQUIREMENTS

Contractor certifies that his/her employees have received the following testing/immunizations within the past year and will maintain coverage during the contract period:

- A. Tuberculosis Testing – the PPD test or radiological exam shall be repeated annually.
- B. Rubella Testing – all contract personnel shall provide proof of immunization for measles, mumps, rubella, or rubella titer of 1:8 or greater. If the titer is less than 1:0, the rubella immunization must be administered with follow-up documentation to the COR.
- C. Immunizations – for purposes of infection control, all contract employees shall take required immunizations and any health action required by generally accepted public health standards

and any immunizations necessitated by any outbreaks in the area/community. Contract personnel will not be allowed to perform duty until immunization documentation is provided to the COR.

- D. Health Restrictions – contract employees shall have no health or physical disability restrictions which interfere with the performance of duties.

III. Staffing and Supportive Services

- A. The contractor shall employ an adequate number of professional health care personnel who are competent in their roles to carry out the policies, responsibilities, and programs of the facility. In contract housing, there must be, as a minimum:
1. A full-time administrative staff member on duty at the residence and available for emergencies 24 hours a day, 7 days a week. Note: security staff alone, whether employed directly by the contractor or subcontracted by the contractor, is not sufficient to meet this requirement.
 2. A Director of the program and facility operations, on-call and available for emergencies 24 hours a day, every day. The Program Director shall have a bachelor's degree in any field and have at least 1 year of experience providing oversight of a residential homeless facility.
 3. A Clinical Supervisor shall be licensed by the state of California as a Licensed Clinical Social Worker, Licensed Marriage & Family Therapist, Psychologist, or Licensed Professional Clinical Counselor and have at least one-year of experience as a clinical supervisor of a residential homeless facility. The Clinical Supervisor shall be available to provide consultation during working business hours to all staff on site as well as afterhours hours to provide ongoing supervision of case to case management personnel. The clinical supervisor shall be on call and available for emergencies 24 hours a day, 7 days a week.
 4. Sufficient case management personnel during business hours to provide the necessary therapeutic interventions and activities and to ensure a meaningful integration of these efforts with those provided in the residential setting. Case managers must have training and experience working with homeless individuals with chronic medical, mental health and substance abuse problems and be able to assess and anticipate crises. Staff must have, at minimum, a bachelor's degree, preferably in a social service field. Each Veteran must have an assigned case manager responsible for coordinating and providing the supportive services specified in the contract. The required case manager to Veteran ratio is 1:25. The clinical supervisor may not be used to fill this position in lieu of case management staff.
 5. Veteran Service Worker: 1 staff on-site, 24 hours a day, 7 days a week with a minimum of a high school diploma and experience working with homeless and/or substance abuse populations. 2 Veteran Service Workers on-site during afterhours and weekends.
 6. Security staff onsite 24 hours a day, 7 days a week.
 7. At least one staff or security member with Cardio-Pulmonary Resuscitation (CPR) certification on site and available in an emergency, 24 hours per day 7 days a week.

8. Peer Support Specialist positions to support the recovery model of care within the contract. At minimum, Peer Support Specialists should have a valid and current state Peer Support Certification.
- B. Contract Provider shall ensure that their employees receive the following trainings within 45 days of employment start dates.
1. Education regarding HCHV Contract
 2. Basic Life Support
 3. Motivational Interviewing
 4. Critical Time Intervention
 5. Stages of Change
 6. Crisis Intervention
 7. Cultural sensitivity
 8. Sexual Harassment
 9. Sensitivity to wider issues of homelessness
 10. Universal Precautions (disease transmission prevention)
 11. Adult abuse/neglect reporting laws
 12. Harm Reduction philosophy
 13. Suicide Prevention
 14. Medication Monitoring
 15. State and Federal Fair Housing Law & ADA Requirements
 16. Conflict resolution
 17. Customer Service
 18. Professional Boundaries
 19. Countertransference
 20. Severe Mental Illness and Psychopathology
 21. De-escalation Techniques
 22. Conservatorship
 23. Grave Disability Criteria
 24. Privacy and Confidentiality

- C. Medications including controlled substances shall be properly stored and controlled and proper issuance upon orders from physicians shall be provided for and recorded.
 - 1. Medications will be stored in accordance with CARF standards.
 - 2. Medications will be provided according to physician's orders and shall be documented in accordance with CARF standards.
- D. Contractor staff must maintain professional boundaries with the Veterans at all times, while conveying an attitude of genuine concern and caring.
 - 1. Contractor staff should under no circumstances engage in sexual activities or sexual contact with Veterans or their family members, whether such contact is consensual or forced.
 - 2. Contractor should under no circumstances take unfair advantage of any professional relationship or exploit Veteran clients or their family members to further their personal, religious, political, or business interests.
 - 3. Contractor staff should not engage in dual or multiple relationships with Veterans or their family members in which there is a risk of exploitation or potential harm to the Veteran or Veteran family.
 - 4. Contractor is responsible for taking steps to protect Veterans and their family members and is responsible for setting clear, appropriate, and culturally sensitive boundaries.
 - 5. The contractor shall comply with the VA patient's Bill of Rights as set forth 38 *CRF* 17.33 *Patient's Rights*. The contractor is responsible for maintaining Veterans' privacy and confidentiality and must have systems in place that protect Veteran's personal identifying information and protected health information. This includes but is not limited to:
 - a. Having adequate private office space for Veterans to meet in confidence with their case manager.
 - b. Having secured paper and electronic filing systems to protect clients' case records and other documentation.
 - c. Conducting ongoing training of staff about maintaining client privacy and confidentiality in all verbal and written communications and interactions.
 - d. Ensuring that non-clinical/non-case management facility staff have access to Veteran information only as needed in order to meet the service requirements contained in the contract.
 - 6. Within 1 week, all new staff of contractor agency, regardless of role, must read and acknowledge that they have reviewed this contract. Additionally, it is expected current staff stay informed with this document due to changes in per diem rate as well as any agreed upon modifications.

- E. Contractors must communicate policies and procedures to Veteran residents both verbally and in writing in a manner that is understandable to each Veteran upon admission to the facility, ideally in the form of a written resident handbook that is verbally reviewed by the assigned case manager with the Veteran. This information must be conveyed within 72 hours of admission and be documented in Veteran's client record.
- F. The contractor shall provide, at minimum, the following case management services to Veterans in the program:
 - 1. A thoroughly written Individualized Service Plan (ISP) will be developed within 72 hours of admission for each Veteran. Veteran must be provided education regarding their patient rights, responsibilities, expectations and applicable policies/procedures. This will include structured individual case management, at minimum, weekly including: self-care skills, adaptive coping skills, financial planning, permanent housing search, written care plan, referral for financial benefits. Additional services may include professional and vocational rehabilitation counseling in collaboration with VA programs and community resources.
 - 2. Engagement of the Veteran in the service planning process. Contractor will carry responsibility for interviewing, counseling and case managing identified Veterans by conducting psychosocial assessments to identify housing service needs which affect the Veterans' adjustment to their environment and establish treatment goals.
 - 3. Upon admission, contractor will ensure a licensed clinical provider assesses the psychosocial and environmental needs as well as any dysfunction secondary to or exacerbating the social, substance or psychiatric problems, which might contribute to Veterans' readjustment challenges in the community. Said licensed clinical provider establishes, maintains an intensive therapeutic relationship with the Veteran, staff, and community programs/agencies. Additionally, Clinician is responsible for formulating case-management treatment goals and communicating with VA liaison about Veteran's identified needs, stressors and problems
 - 4. Each Individual Service Plan will contain the following and specifically, the Contractor will:
 - a. Complete a written ISP within 72 hours of program admission and signed by the contractor, the Veteran, and reviewed by and signed by the VA Liaison/COR. Written plans should capture at a minimum, SMART goals (subjective, measurable, attainable, realistic and timely), including SNAP (Strengths, Needs, Abilities and Preference), and a transition plan at intake that can be updated as needed, and at discharge. All discharge documentation should be completed within 3 days of discharge.
 - b. Review plans at minimum every thirty (30) days thereafter in a clinical meeting with the Veteran. Updated plans must be promptly communicated to the VA Liaison.
 - c. Make changes in plans in consultation with the Veteran.
 - d. Screen each Veteran for suicidal and homicidal risk with each contact at a minimum of weekly during case management sessions. This screening must be documented in regular progress notes in the contractor's clinical service records. If the Veteran is a danger to him/herself or others Contractor will take immediate steps to provide

appropriate intervention. Crisis management will be conducted in consultation and coordination with the VA Liaison.

- e. Coordinate with VA Liaison during monthly case conferences regarding updates and changes in Veterans' care plans to foster a collaborative relationship with the VALBHS and contractor in meeting Veterans' needs. Case conferencing may be done in person or by telephonic conference calls as determined by the VA medical center.
 - f. Obtain Releases of Information using most recent VA Form 10-5345 to communicate and coordinate Veterans' treatment with VA and other community-based service providers.
 - g. Work in close collaboration with the VA Liaison to ensure Veterans' connections to needed VA medical, mental health, and substance abuse treatment and care.
 - h. Contractor will take primary responsibility for assisting Veterans in completing housing applications and other benefits paperwork as needed. Contractor will assist Veterans in obtaining the needed documentation required for complete applications including but not limited to, birth certificates, driver's license, income verification and any additional information required by housing resources and potential income supports.
 - i. Contractor will provide transportation for Veterans to attend appointments as well as any events/services related to housing. Examples include potential housing placements, benefits agencies, meetings with landlords, etc. Transportation may include, but not limited to, assistance in obtaining Metrocards, bus fare, or local subsidized transportation services such as Access, etc.
- G. The contractor will provide the following Veteran-centric therapeutic and rehabilitative services onsite including:
- 1. A variety of daily structured groups and activities to promote social skills building and healthy lifestyle. Examples of Veteran-centric services include psychosocial group sessions; physical activities; facilitated outings or social activities in the local community specific to Veteran's clinical needs. Daily activity schedules must be printed and posted in facility common areas to ensure Veteran awareness and promote participation.
 - 2. Weekly groups that support long-term permanent housing stabilization goals.
 - 3. Health and personal hygiene maintenance.
 - 4. Monitoring of medications, if necessary.
 - 5. Supportive social services, in collaboration with the case managers, VA or other community resources; Supportive services include, but are not limited to: collaboration with accessing VA and/or other community benefits such as general relief and social security, helping link veterans to accessing ID cards if necessary, linkages to requested support groups in the community such as AA, NA, outpatient medical and mental health services.

6. Professional counseling as required with an emphasis on self-care skills, adaptive coping skills, vocational counseling.
 7. Opportunities for immediate learning and/or development of responsible living with a goal of achieving a more adaptive level of psychosocial functioning.
 8. Support for an alcohol and/or drug-free lifestyle.
 9. Opportunities for learning, and internalizing knowledge of the illness and/or recovery process; improving social skills; and improving personal relationships.
 10. Opportunities for client participation in community activities, volunteer opportunities, local consumer services, etc.
- H. Contractor will verbally notify VA through the HCHV VA Liaison at the local VA medical center of any negative incident occurring with a Veteran immediately if possible, but no later than one hour from the time of the contract staff learning of the incident. Contractor will complete a written incident report within 24 hours of notification. For all incidents that occur after normal business hours, the contractor shall notify the Administrator on Duty (AOD). Incidents include but are not limited to:
1. death
 2. police raid
 3. arrest/incarceration
 4. suicide / suicide attempt
 5. 911 call (police / fire dept. / paramedics / other)
 6. drug overdose
 7. severe medical/psychiatric emergency
 8. sexual assault
 9. any threat/act of violence that involves Veteran(s)
 10. abusive behavior by staff against Veteran
 11. other untoward events which influence veteran and/or treatment.
- I. Contractor will follow the CERS Incident Reporting Policy. [See Incident Report Form in Section D1.]
- J. In the event a Veteran residing in a HCHV CERS program under this contract dies, the contractor will promptly notify the VA Liaison authorizing admission and immediately assemble, inventory, and safeguard the Veteran's personal effects. The funds, deposits, and effects left by Veterans upon the premises of the facility shall be delivered by the director or manager of the facility to the person or persons entitled thereto under the laws currently governing the facility for making disposition of funds and effects left by Veterans unless the beneficiary died without leaving a

will, heirs, or next of kin capable of inheriting. When disposition has been made, the itemized inventory with a notation as to the disposition has been made, they will be immediately forwarded to the VA Liaison. Property and funds wherever located vests in and becomes property of the United States in trust. In these cases, the facility will forward an inventory of any such property and funds in its possession to the appropriate VA office and will hold them (except articles of clothing necessary for proper burial) under safeguard until instructions are received from the VA concerning disposition.

IV. SUBSTITUTION OF PERSONNEL

- A. The Contractor shall utilize the personnel named in its quotation/proposal to perform the services required under this contract. In the event that any of the personnel named in the quotation are unable to perform the duties of this task order, regardless of reason, the Contractor shall promptly submit to the Contracting Officer, COR and HCHV Liaison, a written detailed explanation of the circumstances within 3 business days. The Contractor shall submit a completed Contractor Change email to the COR and HCHV Liaison to include: the reason for the request, a resume for the proposed substitute, and any other information that may be needed to approve or disapprove the proposed substitution. Any substitution of personnel will occur without any increase to the contract price and without delay in the performance or delivery of services to the Government.
- B. The Government shall have the right to require replacement of any Contractor or subcontractor employee assigned to work on this contract, if the employee is determined not to possess the experience or ability required under the contract, or if said employee is for any other reason found to be unsuitable to perform the work required by the contract. The replacement must meet the Support Personnel requirements stated in the Request for Proposal (RFP). Any substitution of personnel will occur without any increase to the contract price and without delay in the performance or delivery of services to the Government.

V. ADMISSIONS, LENGTH OF STAY AND DISCHARGES

- A. The goals of the HCHV CERS Program are to:
 - 1. Rapidly stabilize Veterans' medical, mental health, substance abuse and other psychosocial problems by expediting placement of these Veterans into safe, supportive emergency housing.
 - 2. Place Veterans in other appropriate transitional or permanent housing as quickly within 90 days from the date of admission.
- B. Veterans will be screened and referred to the contractor by the VA Liaison. If VA liaison is on planned leave, coverage plan will be identified and communicated to contractor. Excepting lack of available beds, the contractor will be expected to provide immediate admission to housing and services to these Veterans 24 hours per day, 7 days per week. The date of admission must be approved by the VA Liaison for billing purposes within 48 hours of admission. If a Veteran presents at the facility during weekends, at night, or a holiday day, the Contractor may accept the Veterans and notify the COR and the HCHV liaison within the first the first working day after the admission. However, VA staff has the right of approval or disapproval for payment. Engagement of homeless Veterans in the provision of housing placement, treatment and supportive services is

a key element of the HCHV Contract Residential Care program. Therefore, management of program dropout will be an element of the quality assurance review of this program.

- C. Treatment under the contractor's purview will, ideally, result in the Veteran being stably housed. This could entail other transitional or permanent housing but must be no more than 90 days from the date of admission. Contractors may not bill for per diem for Veterans whose length of stay exceeds 90 days from the date of admission without prior approval from the VA Liaison. The VA Liaison will not approve per diem for lengths of stay exceeding 90 days from the date of admission unless:

1. There are extenuating clinical circumstances beyond the contractor's control that are barriers to the Veteran's placement in housing; and/or
2. There is documented evidence that the contractor has exhausted every effort to place the Veteran in housing sooner; and
3. The VA Liaison has been appropriately advised of these efforts well in advance of the 90-day limit. This must entail a written waiver request dictated by Veteran's clinical needs; and
4. The VA Liaison concurs that the Veteran will continue to derive therapeutic benefits from a continued stay at the HCHV CERS facility.

- CI. If a Veteran's length of stay exceeds 90 days from the date of admission and there is not approval from the VA Liaison for continued per diem, the contractor will retain the responsibility for finding suitable transitional or permanent housing in the community at its own expense.

- CII. Veterans may be discharged from HCHV CERS programs for positive, negative or administrative reasons. Projected discharge dates should be planned during intake. Both planned and unplanned discharges should be reported to the VA Liaison within 24 hours of occurrence. This must be documented electronically on the discharge form (see Section D.1). The date of discharge must be approved by the VA Liaison for billing purposes. The contractor shall provide discharge planning and referrals for each Veteran, regardless of character of discharge from the facility, to appropriate community resources and services based upon a team assessment of health, social and vocational needs and the involvement of Veterans' families as appropriate. Discharges will be characterized as follows:

1. Positive Discharge – a.) the Veteran has been successfully placed as anticipated in permanent housing, or reunited with family permanently, and has met the goals of his/her Individual Service Plan within 90 days or less; b.) the Veteran has been successfully placed as anticipated in permanent housing, or reunited with family permanently, and has met the goals of his/her Individual Service Plan in a timeframe greater than 90 days from the date of admission and the VA Liaison has approved continuation of per diem payment.
2. Administrative Discharge – the Veteran has been transferred to an alternate level of care with concurrence from the VA Liaison for medical, mental health, or substance abuse treatment to better meet the Veteran's clinical needs. This may include transfers to another GPD/HCHV transitional housing program.

3. Negative Discharge – a.) the Veteran has absconded from the facility and his/her whereabouts are unknown; b.) the Veteran has had more than one episode of onsite drug use at the facility, has failed to engage in or accept treatment alternatives, and must be discharged to maintain a safe and sober environment at the facility; c.) the Veteran’s length of stay has exceeded 180 days from the date of admission and the VA Liaison has not approved continuation of per diem payment. (Note: Veterans who leave the facility without giving notification will require additional outreach from the contractor to attempt to locate Veteran and reengage in services).
4. Unacceptable Discharge – a.) the Veteran is discharged to a homeless shelter or drop in setting after a length of stay greater than seven (7) days from the date of admission unless there is concurrence from the VA Liaison that there is no other alternative due to circumstances beyond the contractor’s control; b.) the Veteran is discharged to the streets at any point in time after the date of admission under any circumstances.

F. Performance expectations regarding discharges will be as follows:

Type of Discharge	Performance Expectation	Review Period
Positive discharges	20% or greater of all Veterans admitted to the program	Every 90 days (each quarter) from the date of the contract award.
Administrative discharges	No more than 60% of all Veterans admitted to the program.	Every 90 days (each quarter) from the date of the contract award.
Negative discharges	No more than 23% of all Veterans admitted to the program.	Every 90 days (each quarter) from the date of the contract award.
Unacceptable discharges	Zero (0) occurrences	Every 90 days (each quarter) from the date of the contract award.

Performance targets may change annually depending on previous years’ performance and national guidelines. These targets are set for FY20 and future target measures will be provided to the contractor at the beginning of each fiscal year.

G. Program must maintain occupancy > 85% during the reporting period.

VI. Per Diem, Billing and Payments

- A. “Per Diem” means that the VA will pay for the eligible Veteran’s stay in a CERS bed and supportive services for each day the Veteran resides at the facility and receives services. The VA also refers to this as “bed days of care.” Unless specifically excluded in this contract, the per diem rate established will include the services listed in this document and will also include the services or supplies normally provided to other clients by the facility without

extra charge. It is the contractor's responsibility to have appropriate systems of verification of services in place to justify invoices and payments. Of note, the per diem rates may change with start of each fiscal year.

- B. The VA can only pay per diem for eligible Veterans (i.e. Veterans whom VA authorizes the provision of services) as determined by the local VA medical center HCHV program. Therefore, funding or financial support for spouses/partners, minors, or other dependent family members the Veteran identifies as part of his/her family that also may also reside in the facility with the Veteran and receive supportive services is the contractor's responsibility.
- C. VA pays per diem for each eligible Veteran's exclusive use of a contractor bed within a facility. Therefore, the contractor may not bill the VA and the VA will not pay per diem for beds that are used by more than one person at a time, such as in shifts. For example, it is not permissible to bill the VA for a bed that was used by an eligible Veteran at night but then given to someone else to sleep in during the day while the eligible Veteran was attending appointments outside of the facility.
- D. Contractor may only bill the VA for bed days of care for Veterans who are actively residing at the facility. In the case of Veteran absences, the following rules will apply:
 - 1. Veteran residents will be allowed up to 72 consecutive hours (3-days) of authorized clinically appropriate absence from the facility per month. The Contractor will be expected to hold the bed and will be reimbursed for the 72 hours of absence, if approved by the COR in advance
 - 2. Longer additional absences beyond three days may be allowed if the absences are consistent with the Veteran's plan of care and approved by the VA HCHV Liaison. The contractor will only be paid for three days.
 - 3. AWOL absences are not included in this allowance. Veterans who are AWOL must be discharged from the program census after 24 hours.
- E. Under this contract, VA will make per diem payments in a method consistent with VA policy. Payment to Contractor will be made 30 days after the receipt of the invoice. VA Contractor will submit invoice to VA COR on the 5th of the month following the month that services were rendered. Contractors will be provided with specific invoicing instructions at a post-award kick-off meeting to occur within 30 days of the contract award.
- F. Invoices submitted for payment shall be reviewed for accuracy, verified against patient records, time records and attendance logs and shall be subject to approval by the Government prior to remittance of payment. Any discrepancies found shall be brought to the attention of the Contractor for resolution. A corrected copy of the invoice must be submitted by the Contractor, as instructed by the Government.

VII. Records and Reports

As VA exercises contract oversight, attention will be directed to the adequacy of Veterans' records. Site visits by VA staff will periodically include a spot check of records to ensure contractor invoices accurately reflect the Veteran's length of stay. The Contractor will be responsible for the following onsite records and reports:

- A. Daily census reports will be submitted to the VA HCHV liaison before noon every day in a format that is approved by the HCHV VA liaison.
- B. Daily sign-in sheets signed by program Veterans, to document and verify Veterans' presence at the facility for billing purposes. These sign-in sheets will be hand delivered and/or faxed a minimum of weekly to the VA Liaison for review. In the event one or more Veterans refuses to sign the daily sign-in sheets due to documented mental health problems, an alternative method of verification may be developed on a case by case basis in collaboration with the VALBHS HCHV Liaison, subject to final approval by the COR.
- C. The contractor shall maintain an individual clinical record on each Veteran out-placed under this contract. The contractor must comply with the requirements of the "Confidentiality" of certain medical records (38 USC 7332), and (42 CFR, Part II) when appropriate, and shall be part of the contract. All case records will be maintained with such security and confidentiality as required and will be made available on a need-to-know basis to appropriate staff members involved with the treatment program of the veterans concerned. Individual clinical records will contain the following:
 - 1. An initial Individual Service Plan will be completed within 72 hours of program admission. The assessment and plan will include but not be limited to: all identifying data relevant to the resident and his/her family, including medical problems and medications, mental health problems and medications, substance use history, housing history and preferences, income supports or benefits, employment/vocational issues, information relating to the Veteran's admission including reason for referral, the targeted goals for constructive changes which are to be attained during the residential rehabilitation episode, and the anticipated length of stay, if known.
 - 2. The initial Individual Service Plan will be completed within 72 hours of program admission. This must be signed by the Veteran and reviewed by the HCHV Liaison. The plan must specifically include but will not be limited to:
 - a. Provisions for Veteran placement into an appropriate transitional or permanent housing placement within 90 days. The housing placement planning must consider all appropriate and available community based housing options as well as the Veteran's preferences regarding location and housing type.
 - b. Provisions for the stabilization and/or treatment of biopsychosocial issues and stressors. This may include provisions of care within the contracted facility, connections to VA medical and mental health care, and/or referrals and connections to community based resources.
 - 3. Relevant Releases of Information to communicate and coordinate Veterans' treatment with VA and other community based service providers.
 - 4. Progress notes for each case management encounter to include information regarding progress toward meeting the Individual Service Plan goals.
 - 5. Documentation of Veteran participation in onsite daily structured activities and groups.

6. Updated Individual Service Plans every thirty (30) days from the date of the initial plan, to include any measures of movement toward rehabilitation goals, with particular focus on the attainment of community based housing.
 7. A final discharge summary on each Veteran who leaves the program regardless of character of discharge, to include a description of beneficial changes realized during the residential period, reasons for leaving, the Veteran's future plans, after-care referrals and connections, and follow up locator information. Contractor must provide names/locations of community resources with whom Veteran plans to follow up. The summary is due to the VA Liaison within three business days of discharge.
- D. If applicable, contractors will be expected to enter data into a Homeless Management Information System (HMIS) web-based software application. This data will consist of information on the Veterans served and types of supportive services provided by contractors. Contractors must treat the data for activities funded by the VA HCHV Contract Residential Care program separately from that of activities funded by other programs. Contractors will be required to export client-level data for activities funded by the VA HCHV Contract Residential Care program to VA on a regular basis in a format that is approved by the VA Transitional Housing Coordinator.
- E. If applicable, contractor will be expected to complete the Vulnerability Index Service Prioritization Assistance Tool (VISPIDAT).
- F. The Information Technology security requirements for Certification and Accreditation (authorization) requirements do not apply, and a Security Accreditation Package is not required.

VIII. The Joint Commission and/or CARF Guidelines

The Contractor must perform the required work in accordance with, "The Joint Commission and/or CARF standards. The Contractor is required to develop and maintain the following documents for each Contractor employee working on the contract:

1. Credentials and qualifications for the job;
2. A current competency assessment checklist (an assessment of knowledge, skills, abilities and behaviors required to perform a job correctly and skillfully);
3. Proof of knowledge and skills required to provide care for certain patient populations, as appropriate;
4. Current performance evaluation supporting ability of Contractor employee to successfully perform the work required in this solicitation;
5. Listing of relevant continuing education for the last two years.
6. The Contractor will provide current copies of these records annually, to the VA Contracting Officer's Technical Representative (COR), or upon request, for each Contractor employee working on the contract.

VIII. Quality Assessment Standards

- A. Contract health care providers shall be subject to the same quality assessment standards as established by the VA. The contract health care provider shall perform services in accordance with ethical, professional, and technical standards of the health care industry. Persons provided by the Contractor shall be technically proficient in the skills necessary to perform the services described herein.
- B. Non-acceptance of contract personnel does not relieve the Contractor from satisfying and fulfilling the Contract requirements.
- C. Cost quoted in the contract is all inclusive of all incidental costs. This contract represents a firm-fixed price service contract. Services performed outside the scope of this contract are not authorized and will not be reimbursed by the Government.

X. Veteran Sensitivity

- A. The Contract health care provider shall respect and maintain the basic rights of veterans, demonstrating concern for personal dignity and human relationships.
- B. Complaints shall be investigated individually. Contract health care providers receiving more than two (2) verified complaints from COR, Veteran Advocate, HCC, Case Managers or social workers related to sensitivity within any consecutive three (3) month period shall require the contract health care provider to complete a sensitivity training class before continuing to provide services under the is contract.
- C. Contract health care provider's participation in sensitivity training class shall be the sole responsibility of the Contractor at no expense to the Government. Depending upon the nature and severity of the complaint, the Government reserves the right to suspend performance of subject contract health care provider or prohibit performance altogether, as deemed appropriate.

XI. Contractor Point of Contact

- A. The Contractor shall designate a Contractor Point of Contact (CPOC) who shall be responsible for the performance of the work under this contract. The CPOC shall have full authority to act for the Contractor on all matters relating to the daily operation of this contract. An alternate may be designated, but the Contractor shall identify, in writing, within 3 business days when the alternate shall act as the liaison.
- B. Contractor shall provide (CPOC) information prior to contract award. The CPOC may be a provider providing care in accordance with this SOW. An alternate may be designated, but the contractor shall identify, in writing, those times when the alternate shall be the CPOC. The CPOC or alternate shall be available by telephone, seven days a week, 24-hours per day, including Federal holidays.

XII. Definitions and Abbreviations

The following terms, when used in the contract shall be construed and/or interpreted as follows, unless the context expressly requires a different construction and/or interpretation. In the event of a conflict in language between the definitions and the other sections of this contract, the language in specifications shall govern.

- A. **Service location:** Any location at which a patient obtain service covered

by the contractor pursuant to this contract.

- B. **Subcontract:** A contract entered into by the contractor with any other organization or person who agrees to perform any function or service for the contractor specifically related to securing or fulfilling the contractor's obligations to VA under the term of this contract.
- C. **Contracting Officer:** Government employee assigned the responsibility of executing, administrating and providing direction on a contract.
- D. **Contracting Officer Technical Representative (COR)** - Government employee to whom the contracting officer delegates limited authority for certain contractual-related decisions.
- E. **Delegation of Authority** - as outlined in Veterans Acquisition Regulations (VAAR) 801.603-70. In carrying out the responsibilities outlined in the Federal Acquisition Regulations (FAR) the contracting officer may designate another Government contracting officer, or other Government employee to furnish technical guidance and advice or generally supervise work under a Government contract.
- F. **ADTP** - Addictive Disorder Treatment Program
- G. **ASI** - Addictions Severity Index
- H. **ASAM** - American Society of Addiction Medicine
- I. **CARF** - Commission on Accreditation of Rehabilitation Facilities
- J. **HHS/OIG** – Health and Human Services/Office of the Inspector General
- K. **HIPAA** – Public Law 104-191, Health Insurance Portability and Accountability Act of 1996
- L. **JC** – Joint Commission on Accreditation of Healthcare Organizations
- M. **QA** – VA Quality Assessment, which periodically checks the contractor's QC program effectiveness in ensuring performance standard are maintained and evaluates performance.
- N. **QC** – The contractor's quality control program, which is in place to ensure the quality of contract performance and correct any discrepancies which occur, within need for VA intervention.

XIII. Regular Meetings

Quarterly or other increments, as mutually agreed upon between the VA and the Contractor, shall be conducted. More frequent meetings may occur as needed. The Contractor, upon request, shall provide quality data and information related to services provided and participate in the VA's Performance Improvement program when requested to do so.

XIII. Site Inspection

The VA Long Beach Healthcare System shall conduct an inspection of facility(s) prior to and anytime during the contract performance. The Contractor shall permit on-site visits by VA to assure compliance with contract requirements. Contractor shall make all records accessible for a review.

XV. Conflict of Interest & Ethics

The Contractor shall not employ any person who is an employee of the United States Government if the employment of that person who create a conflict of interest. The Contractor shall not employ any person who is an employee of the Department of Veterans Affairs (VA) unless such person seeks and receives approval in accordance with VA Regulations and public law. Nor shall the Contractor employ any person who is a member of the immediate family of a VA employee employed at the VA Health Care System if the employment of that family member would create a conflict of interest or appearance of a conflict of interest, particularly with regard to influencing the contract negotiations, terms of the contract, or the work carried out under the contract. In any such case, the VA must review the matter and give its approval in accordance with agency ethics rules. Contractor shall ensure no violation of ethics occurs between VA staff, VA patients and families of VA staff. Staff shall not accept, solicit, allow or invite gifts, gratuities, sales of items, etc. Any occurrence shall be reported to the COR along with corrective action taken, and the reports will be kept on file for the duration of the contract.

XVI. Modifications and Amendments

This agreement outlines the procedures of a healthcare process to be used in the treatment of enrolled VA patients. VA and the Contractor shall work closely with each other to identify and/or clarify any clinical, administrative or quality issues that may arise. The Contracting Officer is the only authority authorized to issue any modification and/or supplemental agreements needed to reflect any changes to which the parties mutually agree.

XVII. Health and Human Services-Office of Inspector General

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

XVIII. HIPAA Compliance

Contractor must adhere to the provisions of Public Law 104.191, Health Insurance Portability and Accountability Act (HIPPA) of 1996 and the National Standards to Protect Privacy and Security of Protected Health Information (PHI). As required by HIPPA, the Department of Health and Human Services (HHS) has promulgated rules governing the security and use disclose of protected health information by covered entities, including the Department of Veterans Affairs (VA). In accordance with 45 CFR 164.502(e), the Privacy Rule includes exceptions to Business Associate Standard. This

requirement meets the exception and does not require a Business Associate agreement in order to cover entity to disclose Protected Healthcare Information to a health care provider for treatment.

XVIII. Subcontractors

Subcontractors must meet equivalent certification, licensing and accreditation qualifications standards as the Contractor. No administrative fee will be charged to VALBHS by the contracting agency for arranging sub-contracted services. Payments will only be made to the Contractor with whom VALBHS has an established contract. It is that Contractor's responsibility to pay all subcontractors.

XX. Contract Performance Monitoring

During monthly visits the Liaison and/or COR will ensure facility compliance and request that any deficiencies per corrected. More frequent meetings may occur as needed. Additionally, the Government may, at its discretion, choose any time, announced or unannounced, to have VA personnel inspect the contractor's facility.

XXI. Drug Screening

Contractor is responsible for ensuring that their employees are not using illegal drugs and are subject to random drug testing performed by the Contractor. Contract employees are also subject to drug testing when there is a reasonable suspicion that they use or are impaired by illegal drugs while on duty. Reasonable suspicion of drug use or impairment includes, but is not limited, to the following:

- A. Observable phenomena, such as direct observation of drug use, possession or the physical symptoms of being under the influence of a drug;
- B. A pattern of abnormal conduct or erratic behavior;
- C. Arrest or conviction for a drug-related offense or the identification of a Contractor physician as the focus of a criminal investigation into illegal drug possession, use or trafficking.

XXII. Quality Control and Performance Improvement

- A. Performance Improvement Contract health care providers shall be subject to the same quality assessment standards as established by the VA, and shall perform services in accordance with ethical, professional, and technical standards of the health care industry. Contract health care providers shall be technically proficient in the skills necessary to perform the services described herein and shall be responsible for compliance with all procedures in accordance with applicable VA written policies and procedures. They shall not introduce new procedures or services without prior recommendation to and approval of the VA or authorized representative.
- B. Non-acceptance of contract personnel does not relieve the Contractor from satisfying and fulfilling the Contract requirements
- C. Costs quoted in the contract are inclusive of all incidental costs including but not limited to premium payments for applicable malpractice insurance coverage and the cost for required fingerprinting of agency staff. This contract represents a firm-fixed price service contract. Services performed outside the scope of this contract are not authorized and will not be reimbursed by the Government.

- D. The agency shall develop, implement, and maintain an effective, ongoing organization-wide data-driven quality assessment and performance improvement program. The agency and VALBHS will jointly review the quality and appropriateness of services provided to VA patients covered under the terms of this agreement.
- E. The agency shall provide to VALBHS evidence of quality assessment and performance improvement activities, including patient and family satisfaction survey indicators and results of surveys. The agency shall maintain a record of VA patient complaints, including problem resolution. All quality assurance, performance improvement activities, and patient complaints and resolutions.
- F. Contractor compliance with maintaining and providing updated copies of insurance, licenses, and accreditation(s) are verified annually during agency inspection for 100% compliance.
- G. Contractor shall fully comply with HIPAA/Privacy Act and VA patient incident reporting
- H. The Contractor shall develop a written plan for ensuring the evaluation, reporting, and maintenance of records related to infections among veterans, and as appropriate, among staff. Documentation of plan implementation shall be provided during annual inspection by VA staff, and as requested. The VA shall be notified of significant variances.
- I. The Contractor shall abide by local laws and regulations regarding abuse, neglect, and exploitation of the elderly *and dependent adults*, and will develop policies for prevention and dealing with any reports of such. Additionally, the contractor will notify the VA Long Beach Healthcare System COR (562) of any suspected or confirmed situations of neglect, exploitation, or abuse of a veteran or the expression of the intent to commit harm to self or others by a veteran.
- J. The Contractor shall develop a written emergency preparedness plan to ensure continuing care and support in the event of an emergency, which would interrupt normal services to veterans
- K. The Contractor shall document and immediately FAX a report to the COR of any known incidents of death, accidents, injury, or infection related to furnished medications or equipment recalls. The Contractor shall develop and maintain an equipment recall plan.

XXIII. VA INFORMATION AND INFORMATION SYSTEM SECURITY/PRIVACY GENERAL

The contractor, their personnel, and their subcontractors shall be subject to the Federal laws, regulations, standards, and VA Directives and Handbooks regarding information and information system security as delineated in this contract.

XXIII. VA INFORMATION CUSTODIAL LANGUAGE

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

- B. VA information should not be co-mingled, if possible, with any other data on the Contractor/subcontractor's information systems or media storage systems in order to ensure VA requirements related to data protection and media sanitization can be met. If co-mingling must be allowed to meet the requirements of the business need, the Contractor must ensure that VA's information is returned to the VA or destroyed in accordance with VA's sanitization requirements. VA reserves the right to conduct onsite inspections of Contractor and subcontractor IT resources to ensure data security controls, separation of data and job duties, and destruction/media sanitization procedures are compliant with VA directive requirements.
- C. Prior to termination or completion of this contract, Contractor/subcontractor must not destroy information received from VA, or gathered/created by the Contractor in the course of performing this contract without prior written approval by the VA. Any data destruction done on behalf of VA by a Contractor/subcontractor must be done in accordance with National Archives and Records Administration (NARA) requirements as outlined in VA Directive 6300, Records and Information Management and its Handbook 6300.1 Records Management Procedures, applicable VA Records Control Schedules, and VA Handbook 6500.1, Electronic Media Sanitization. Self-certification by the Contractor that the data destruction requirements above have been met must be sent to the VA Contracting Officer within 30 days of termination of the contract.
- D. The Contractor/subcontractor must receive, gather, store, back up, maintain, use, disclose and dispose of VA information only in compliance with the terms of the contract and applicable Federal and VA information confidentiality and security laws, regulations and policies. If Federal or VA information confidentiality and security laws, regulations and policies become applicable to the VA information or information systems after execution of the contract, or if NIST issues or updates applicable FIPS or Special Publications (SP) after execution of this contract, the parties agree to negotiate in good faith to implement the information confidentiality and security laws, regulations and policies in this contract.
- E. The Contractor/subcontractor shall not make copies of VA information except as authorized and necessary to perform the terms of the agreement or to preserve electronic information stored on Contractor/subcontractor electronic storage media for restoration in case any electronic equipment or data used by the Contractor/subcontractor needs to be restored to an operating state. If copies are made for restoration purposes, after the restoration is complete, the copies must be appropriately destroyed.
- F. If VA determines that the Contractor has violated any of the information confidentiality, privacy, and security provisions of the contract, it shall be sufficient grounds for VA to withhold payment to the Contractor or third party or terminate the contract for default or terminate for cause under Federal Acquisition Regulation (FAR) part 12.
- G. If a VHA contract is terminated for cause, the associated BAA must also be terminated and appropriate actions taken in accordance with VHA Handbook 1600.01, Business Associate Agreements. Absent an agreement to use or disclose protected health information, there is no business associate relationship.
- H. The Contractor/subcontractor must store, transport, or transmit VA sensitive information in an encrypted form, using VA-approved encryption tools that are, at a minimum, FIPS 140-2 validated

- I. The Contractor/subcontractor's firewall and Web services security controls, if applicable, shall meet or exceed VA's minimum requirements. VA Configuration Guidelines are available upon request.
- J. Except for uses and disclosures of VA information authorized by this contract for performance of the contract, the Contractor/subcontractor may use and disclose VA information only in two other situations: (i) in response to a qualifying order of a court of competent jurisdiction, or (ii) with VA's prior written approval. The Contractor/subcontractor must refer all requests for, demands for production of, or inquiries about, VA information and information systems to the VA contracting officer for response.
- K. Notwithstanding the provision above, the Contractor/subcontractor shall not release VA records protected by Title 38 U.S.C. 5705, confidentiality of medical quality assurance records and/or Title 38 U.S.C. 7332, confidentiality of certain health records pertaining to drug addiction, sickle cell anemia, alcoholism or alcohol abuse, or infection with human immunodeficiency virus. If the Contractor/subcontractor is in receipt of a court order or other requests for the above-mentioned information, that Contractor/subcontractor shall immediately refer such court orders or other requests to the VA contracting officer for response.
- L. For service that involves the storage, generating, transmitting, or exchanging of VA sensitive information but does not require C&A or an MOU-ISA for system interconnection, the Contractor/subcontractor must complete a Contractor Security Control Assessment (CSCA) on a yearly basis and provide it to the COR.

XXV. SECURITY INCIDENT INVESTIGATION

- A. The term "security incident" means an event that has, or could have, resulted in unauthorized access to, loss or damage to VA assets, or sensitive information, or an action that breaches VA security procedures. The contractor/subcontractor shall immediately notify the COR and simultaneously, the designated ISO and Privacy Officer for the contract of any known or suspected security/privacy incidents, or any unauthorized disclosure of sensitive information, including that contained in system(s) to which the contractor/subcontractor has access.
- B. To the extent known by the Contractor/subcontractor, the Contractor/subcontractor's notice to VA shall identify the information involved, the circumstances surrounding the incident (including to whom, how, when, and where the VA information or assets were placed at risk or compromised), and any other information that the Contractor/subcontractor considers relevant.
- C. With respect to unsecured protected health information, the business associate is deemed to have discovered a data breach when the business associate knew or should have known of a breach of such information. Upon discovery, the business associate must notify the covered entity of the breach. Notifications need to be made in accordance with the executed business associate agreement.
- D. In instances of theft or break-in or other criminal activity, the Contractor/subcontractor must concurrently report the incident to the appropriate law enforcement entity (or entities) of jurisdiction, including the VA OIG and Security and Law Enforcement. The Contractor, its employees, and its subcontractors and their employees shall cooperate with VA and any law 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.

XXVI. LIQUIDATED DAMAGES FOR DATA BREACH

- A. Consistent with the requirements of 38 U.S.C. §5725, a contract may require access to sensitive personal information. If so, the Contractor is liable to VA for liquidated damages in the event of a data breach or privacy incident involving any SPI the Contractor/subcontractor processes or maintains under this contract.
- B. The Contractor/subcontractor shall provide notice to VA of a “security incident” as set forth in the Security Incident Investigation section above. Upon such notification, VA must secure from a non-Department entity or the VA Office of Inspector General an independent risk analysis of the data breach to determine the level of risk associated with the data breach for the potential misuse of any sensitive personal information involved in the data breach. The term 'data breach' means the loss, theft, or other unauthorized access, or any access other than that incidental to the scope of employment, to data containing sensitive personal information, in electronic or printed form, that results in the potential compromise of the confidentiality or integrity of the data. Contractor shall fully cooperate with the entity performing the risk analysis. Failure to cooperate may be deemed a material breach and grounds for contract termination. 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
 3. date of occurrence
 4. data elements involved, including any PII, such as full name, social security number, date of birth, home address, account number, disability code
 5. Number of individuals affected or potentially affected
 6. Names of individuals or groups affected or potentially affected
 7. 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
 8. Amount of time the data has been out of VA control
 9. The likelihood that the sensitive personal information will or has been compromised (made accessible to and usable by unauthorized persons)
 10. Known misuses of data containing sensitive personal information, if any
 11. Assessment of the potential harm to the affected individuals
 12. Data breach analysis as outlined in 6500.2 Handbook, Management of Security and Privacy Incidents, as appropriate; and

13. 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.
- C. 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 necessary legal expenses the subjects may incur to repair falsified or damaged credit records, histories, or financial affairs.

B.5 IT CONTRACT SECURITY/VA INFORMATION AND INFORMATION SYSTEM SECURITY/PRIVACY

1. GENERAL

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

2. ACCESS TO VA INFORMATION AND VA INFORMATION SYSTEMS

- a. A Contractor/subcontractor shall request logical (technical) or physical access to VA information and VA information systems for their employees, subcontractors, and affiliates only to the extent necessary to perform the services specified in the contract, agreement, or task order.
- b. All Contractors, subcontractors, and third-party servicers and associates working with VA information are subject to the same investigative requirements as those of VA appointees or employees who have access to the same types of information. The level and process of background security investigations for Contractors must be in accordance with VA Directive and Handbook 0710, Personnel Suitability and Security Program. The Office for Operations, Security, and Preparedness is responsible for these policies and procedures.
- c. Contract personnel who require access to national security programs must have a valid security clearance. National Industrial Security Program (NISP) was established by Executive Order 12829 to ensure that cleared U.S. defense industry contract personnel safeguard the classified information in their possession while performing work on contracts, programs, bids, or research and development efforts. The Department of Veterans Affairs does not have a Memorandum of Agreement with Defense Security Service (DSS). Verification of a Security Clearance must be processed through the Special Security Officer located in the Planning and National Security

Service within the Office of Operations, Security, and Preparedness.

- d. Custom software development and outsourced operations must be in the U.S. to the maximum extent practical. If such services are proposed to be performed abroad and are not disallowed by other VA policy or mandates, the Contractor/subcontractor must state where all non-U.S. services are provided and detail a security plan, deemed to be acceptable by VA, specifically to address mitigation of the resulting problems of communication, control, data protection, and so forth. Location within the U.S. may be an evaluation factor.
- e. The Contractor or subcontractor must notify the Contracting Officer immediately when an employee working on a VA system or with access to VA information is reassigned or leaves the Contractor or subcontractor's employ. The Contracting Officer must also be notified immediately by the Contractor or subcontractor prior to an unfriendly termination.

1. VA INFORMATION CUSTODIAL LANGUAGE

- a. Information made available to the Contractor or subcontractor by VA for the performance or administration of this contract or information developed by the Contractor/subcontractor in performance or administration of the contract shall be used only for those purposes and shall not be used in any other way without the prior written agreement of the VA. This clause expressly limits the Contractor/subcontractor's rights to use data as described in Rights in Data - General, FAR 52.227-14(d) (1).
- b. VA information should not be co-mingled, if possible, with any other data on the Contractor/subcontractor's information systems or media storage systems to ensure VA requirements related to data protection and media sanitization can be met. If co-mingling must be allowed to meet the requirements of the business need, the Contractor must ensure that VA's information is returned to the VA
or destroyed in accordance with VA's sanitization requirements. VA reserves the right to conduct on-site inspections of Contractor and subcontractor IT resources to ensure data security controls, separation of data and job duties, and destruction/media sanitization procedures comply 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 during performing this contract without prior written approval by the VA. Any data destruction done on behalf of VA by a Contractor/subcontractor must be done in accordance with National Archives and Records Administration (NARA) requirements as outlined in VA Directive 6300, Records and Information Management and its

Handbook 6300.1 Records Management Procedures, applicable VA Records Control Schedules, and VA Handbook 6500.1, Electronic Media Sanitization. Self-certification by the Contractor that the data destruction requirements above have been met must be sent to the VA Contracting Officer within 30 days of termination of the contract.

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

agree to negotiate in good faith to implement the information confidentiality and security laws, regulations and policies in this contract.

- e. The Contractor/subcontractor shall not make copies of VA information except as authorized and necessary to perform the terms of the agreement or to preserve electronic information stored on Contractor/subcontractor electronic storage media for restoration in case any electronic equipment or data used by the Contractor/subcontractor needs to be restored to an operating state. If copies are made for restoration purposes, after the restoration is complete, the copies must be appropriately destroyed.
- f. If VA determines that the Contractor has violated any of the information confidentiality, privacy, and security provisions of the contract, it shall be sufficient grounds for VA to withhold payment to the

Contractor or third party or terminate the contract for default or terminate for cause under Federal Acquisition Regulation (FAR) part 12.

- g. If a VHA contract is terminated for cause, the associated BAA must also be terminated and appropriate actions taken in accordance with VHA Handbook 1600.01, Business Associate Agreements. Absent an agreement to use or disclose protected health information, there is no business associate relationship.
- h. The Contractor/subcontractor must store, transport, or transmit VA sensitive information in an encrypted form, using VA-approved encryption tools that are, at a minimum, FIPS 140-2 validated.
- i. The Contractor/subcontractor's firewall and Web services security controls, if applicable, shall meet or exceed VA's minimum requirements. VA Configuration Guidelines are available upon request.
- j. Except for uses and disclosures of VA information authorized by this contract for performance of the contract, the Contractor/subcontractor may use and disclose VA information only in two other situations:
 - (i) in response to a qualifying order of a court of competent jurisdiction, or (ii) with VA's prior written approval. The Contractor/subcontractor must refer all requests for, demands for production of, or inquiries about, VA information and information systems to the VA contracting officer for response.
- k. Notwithstanding the provision above, the Contractor/subcontractor shall not release VA records protected by Title 38 U.S.C. 5705, confidentiality of medical quality assurance records and/or Title 38 U.S.C. 7332, confidentiality of certain health records pertaining to drug addiction, sickle cell anemia, alcoholism or alcohol abuse, or infection with human immunodeficiency virus. If the Contractor/subcontractor is in receipt of a court order or other requests for the above-mentioned information, that Contractor/subcontractor shall immediately refer such court orders or other requests to the VA contracting officer for response.
- l. For service that involves the storage, generating, transmitting, or exchanging of VA sensitive information but does not require C&A or an MOU-ISA for system interconnection, the Contractor/subcontractor must complete a Contractor Security Control Assessment (CSCA) on a yearly basis and provide it to the COR.

4. 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 Section 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, VA Handbook 6500, Information Security Program and 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;
 - (1) 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
 - (2) 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 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 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 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 VA within 24 hours 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 five (5) days.
- 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 ten (10) working-days. When the vendor is responsible for operations or maintenance of the Systems, they shall apply the Security Fixes within five (5) days.
- 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.

- b. 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.
- c. 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 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.
- d. 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 VA Handbook 6500.3. This may require reviewing and updating all 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.
- e. 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 (this can be specified in the contract) to correct or mitigate any weaknesses discovered during such testing, generally at no additional cost.
- f. 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, PWS or contract. All 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.

- g. 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 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.
- h. Bio-Medical devices and other equipment or systems containing media (hard drives, optical disks, etc.) with VA sensitive information must not be returned to the vendor at the end of lease, for trade-in, or other purposes. The options are:
 - (1) Vendor must accept the system without the drive;
 - (2) VA's initial medical device purchase includes a spare drive which must be installed in place of the original drive at time of turn-in; or
 - (3) VA must reimburse the company for media at a reasonable open market replacement cost at time of purchase.
 - (4) Due to the highly specialized and sometimes proprietary hardware and software associated with medical equipment/systems, if it is not possible for the VA to retain the hard drive, then;
 - (a) The equipment vendor must have an existing BAA if the device being traded in has sensitive information stored on it and hard drive(s) from the system are being returned physically intact; and
 - (b) Any fixed hard drive on the device must be non-destructively sanitized to the greatest extent possible without negatively impacting system operation. Selective clearing down to patient data folder level is recommended using VA approved and validated overwriting technologies/methods/tools. Applicable media sanitization specifications need to be pre-approved and described in the purchase order or contract.
 - (c) A statement needs to be signed by the Director (System Owner) that states that the drive could not be removed and that (a) and (b) controls above are in place and completed. The ISO needs to maintain the documentation.

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 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.
- 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 considering 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 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.
 - (7) However, it is the policy of the 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.

8. SECURITY CONTROLS COMPLIANCE TESTING

On a periodic basis, VA, including the Office of Inspector General, reserves the right to evaluate any or all 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

- a. All Contractor employees and subcontractor employees requiring access to VA information and VA information systems shall complete the following before being granted access to VA information

and its systems:

- (1) Sign and acknowledge (either manually or electronically) understanding of and responsibilities for compliance with the Contractor Rules of Behavior, Appendix E relating to access to VA information and information systems;
 - (2) Successfully complete the VA Cyber Security Awareness and Rules of Behavior training and annually complete required security training;
 - (3) Successfully complete the appropriate VA privacy training and annually complete required privacy training; and
 - (4) Successfully complete any additional cyber security or privacy training, as required for VA personnel with equivalent information system access [to be defined by the VA program official and provided to the contracting officer for inclusion in the solicitation document (e.g., any role-based information security training required in accordance with NIST Special Publication 800-16, Information Technology Security Training Requirements).
- b. The Contractor shall provide to the contracting officer and/or the COR a copy of the training 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.
- c. 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 the training and documents are complete.

SECTION C - CONTRACT CLAUSES

<u>FAR Number</u>	<u>Title</u>	<u>Date</u>
52.203-16	PREVENTING PERSONAL CONFLICTS OF INTEREST	DEC 2011
52.203-17	CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS	APR 2014
52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON POSTCONSUMER FIBER CONTENT PAPER	MAY 2011
52.204-7	SYSTEM FOR AWARD MANAGEMENT	OCT 2018

C.1 52.204-9 PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2011)

(a) The Contractor shall comply with agency personal identity verification procedures identified in the contract that implement Homeland Security Presidential Directive-12 (HSPD-12), Office of Management and Budget (OMB) guidance M-05-24, and Federal Information Processing Standards Publication (FIPS PUB) Number 201.

(b) The Contractor shall account for all forms of Government-provided identification issued to the Contractor employees in connection with performance under this contract. The Contractor shall return such identification to the issuing agency at the earliest of any of the following, unless otherwise determined by the Government:

- (1) When no longer needed for contract performance.
- (2) Upon completion of the Contractor employee's employment.
- (3) Upon contract completion or termination.

(c) The Contracting Officer may delay final payment under a contract if the Contractor fails to comply with these requirements.

(d) The Contractor shall insert the substance of this clause, including this paragraph (d), in all subcontracts when the subcontractor's employees are required to have routine physical access to a Federally-controlled facility and/or routine access to a Federally-controlled information system. It shall be the responsibility of the prime Contractor to return such identification to the issuing agency in accordance with the terms set forth in paragraph (b) of this section, unless otherwise approved in writing by the Contracting Officer.

(End of Clause)

C.2 52.204-21 BASIC SAFEGUARDING OF COVERED CONTRACTOR INFORMATION SYSTEMS (JUN 2016)

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

Covered contractor information system means an information system that is owned or operated by a contractor that processes, stores, or transmits Federal contract information.

Federal contract information means information, not intended for public release, that is provided by or generated for the Government under a contract to develop or deliver a product or service to the Government, but not including information provided by the Government to the public (such as on public Web sites) or simple transactional information, such as necessary to process payments.

Information means any communication or representation of knowledge such as facts, data, or opinions, in any medium or form, including textual, numerical, graphic, cartographic, narrative, or audiovisual (Committee on National Security Systems Instruction (CNSSI) 4009).

Information system means a discrete set of information resources organized for the collection, processing, maintenance, use, sharing, dissemination, or disposition of information (44 U.S.C. 3502).

Safeguarding means measures or controls that are prescribed to protect information systems.

(b) *Safeguarding requirements and procedures.* (1) The Contractor shall apply the following basic safeguarding requirements and procedures to protect covered contractor information systems. Requirements and procedures for basic safeguarding of covered contractor information systems shall include, at a minimum, the following security controls:

(i) Limit information system access to authorized users, processes acting on behalf of authorized users, or devices (including other information systems).

(ii) Limit information system access to the types of transactions and functions that authorized users are permitted to execute.

(iii) Verify and control/limit connections to and use of external information systems.

(iv) Control information posted or processed on publicly accessible information systems.

(v) Identify information system users, processes acting on behalf of users, or devices.

(vi) Authenticate (or verify) the identities of those users, processes, or devices, as a prerequisite to allowing access to organizational information systems.

(vii) Sanitize or destroy information system media containing Federal Contract Information before disposal or release for reuse.

(viii) Limit physical access to organizational information systems, equipment, and the respective operating environments to authorized individuals.

(ix) Escort visitors and monitor visitor activity; maintain audit logs of physical access; and control and manage physical access devices.

(x) Monitor, control, and protect organizational communications (i.e., information transmitted or received by organizational information systems) at the external boundaries and key internal boundaries of the information systems.

(xi) Implement subnetworks for publicly accessible system components that are physically or logically separated from internal networks.

(xii) Identify, report, and correct information and information system flaws in a timely manner.

(xiii) Provide protection from malicious code at appropriate locations within organizational information systems.

(xiv) Update malicious code protection mechanisms when new releases are available.

(xv) Perform periodic scans of the information system and real-time scans of files from external sources as files are downloaded, opened, or executed.

(2) *Other requirements.* This clause does not relieve the Contractor of any other specific safeguarding requirements specified by Federal agencies and departments relating to covered contractor information systems generally or other Federal safeguarding requirements for controlled unclassified information (CUI) as established by Executive Order 13556.

(c) *Subcontracts.* The Contractor shall include the substance of this clause, including this paragraph (c), in subcontracts under this contract (including subcontracts for the acquisition of commercial items, other than commercially available off-the-shelf items), in which the subcontractor may have Federal contract information residing in or transiting through its information system.

(End of Clause)

C.3 52.212-4 CONTRACT TERMS AND CONDITIONS—COMMERCIAL ITEMS (OCT 2018)

(a) *Inspection/Acceptance.* The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. If repair/replacement or reperformance will not correct the defects or is not possible, the Government may seek an equitable price reduction or adequate consideration for acceptance of nonconforming supplies or services. The Government must exercise its post-acceptance rights—

(1) Within a reasonable time after the defect was discovered or should have been discovered; and

(2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(b) *Assignment.* The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes payment (e.g., use of the 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.* The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.

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

(g) Invoice.

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

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

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

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

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

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

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

(i) *Payment.*—

(1) *Items accepted.* Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract.

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

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

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

(5) *Overpayments.* If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall—

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

(A) Circumstances of the overpayment (e.g., duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);

(B) Affected contract number and delivery order number, if applicable;

(C) Affected line item or subline item, if applicable; and

(D) Contractor point of contact.

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

(6) *Interest.*

(i) All amounts that become payable by the Contractor to the Government under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in 41 U.S.C. 7109, which is applicable to the period in which the amount becomes due, as provided in (i)(6)(v) of this clause, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid.

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

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

(A) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt within 30 days;

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

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

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

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

(A) The date fixed under this contract.

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

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

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

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

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

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

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

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

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

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

(l) *Termination for the Government's convenience.* The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of

termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) *Termination for cause.* The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

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

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

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

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

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

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

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

(7) The Standard Form 1449.

(8) Other documents, exhibits, and attachments

(9) The specification.

(t) [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)

C.4 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS—COMMERCIAL ITEMS (OCT 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) 52.204–25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (AUG 2019) (Section 889(a)(1)(A) of Pub. L. 115–232).

(4) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (NOV 2015).

(5) 52.233-3, Protest After Award (Aug 1996) (31 U.S.C. 3553).

(6) 52.233-4, Applicable Law for Breach of Contract Claim (Oct 2004) (Public Laws 108-77 and 108-78 (19 U.S.C. 3805 note)).

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

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

[X] (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).

[X] (7) 52.204–15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (OCT 2016) (Pub. L. 111–117, section 743 of Div. C).

[X] (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).

[X] (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.

[X] (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 (OCT 2019) (15 U.S.C. 657f).
- ☒ (22) 52.219-28, Post Award Small Business Program Rerepresentation (Jul 2013) (15 U.S.C. 632(a)(2)).
- ☐ (23) 52.219-29, Notice of Set-Aside for, or Sole Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (DEC 2015) (15 U.S.C. 637(m)).
- ☐ (24) 52.219-30, Notice of Set-Aside for, or Sole Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (DEC 2015) (15 U.S.C. 637(m)).
- ☒ (25) 52.222-3, Convict Labor (June 2003) (E.O. 11755).
- ☐ (26) 52.222–19, Child Labor—Cooperation with Authorities and Remedies (OCT 2019) (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 (OCT 2019) (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).

Employee Class

Monetary Wage-Fringe Benefits

☒ (4) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards—Price Adjustment (Multiple Year and Option Contracts) (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) 52.204–25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (AUG 2019) (Section 889(a)(1)(A) of Pub. L. 115–232).

(v) 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.

(vi) 52.222-17, Nondisplacement of Qualified Workers (MAY 2014) (E.O. 13495). Flow down required in accordance with paragraph (l) of FAR clause 52.222-17.

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

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

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

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

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

(xii) 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.

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

(xiv)(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).

(xv) 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).

(xvi) 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).

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

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

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

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

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

(xxi) 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).

(xxii) 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.

(xxiii) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the Contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of Clause)

C.5 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 the date of IDIQ award through the last date of the IDIQ.

(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.6 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 , 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 ;

(2) Any order for a combination of items in excess of ; or

(3) A series of orders from the same ordering office within 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 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.7 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.

(End of Clause)

C.8 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.9 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 five (5) years.

(End of Clause)

C.10 52.224-1 PRIVACY ACT NOTIFICATION (APR 1984)

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

(End of Clause)

C.11 52.224-2 PRIVACY ACT (APR 1984)

(a) The Contractor agrees to—

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

(i) The systems of records; and

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

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

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

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

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

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

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

(End of Clause)

C.12 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)

C.13 52.232-19 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR (APR 1984)

Funds are not presently available for performance under this contract beyond one (1) year. The Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond the current year, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

(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

C.14 52.237-3 CONTINUITY OF SERVICES (JAN 1991)

(a) The Contractor recognizes that the services under this contract are vital to the Government and must be continued without interruption and that, upon contract expiration, a successor, either the Government or another contractor, may continue them. The Contractor agrees to (1) furnish phase-in training and (2) exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor.

(b) The Contractor shall, upon the Contracting Officer's written notice, (1) furnish phase-in, phase-out services for up to 90 days after this contract expires and (2) negotiate in good faith a plan with a successor to determine the nature and extent of phase-in, phase-out services required. The plan shall specify a training program and a date for transferring responsibilities for each division of work described in the plan, and shall be subject to the Contracting Officer's approval. The Contractor shall provide sufficient experienced personnel during the phase-in, phase-out period to ensure that the services called for by this contract are maintained at the required level of proficiency.

(c) The Contractor shall allow as many personnel as practicable to remain on the job to help the successor maintain the continuity and consistency of the services required by this contract. The Contractor also shall disclose necessary personnel records and allow the successor to conduct on-site interviews with these employees. If selected employees are agreeable to the change, the Contractor shall release them at a mutually agreeable date and negotiate transfer of their earned fringe benefits to the successor.

(d) The Contractor shall be reimbursed for all reasonable phase-in, phase-out costs (i.e., costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations) and a fee (profit) not to exceed a pro rata portion of the fee (profit) under this contract.

(End of Clause)

C.15 VAAR 852.203-70 COMMERCIAL ADVERTISING (MAY 2018)

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

(End of Clause)

C.16 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.17 VAAR 852.237-70 INDEMNIFICATION AND MEDICAL LIABILITY INSURANCE (OCT 2019)

(a) It is expressly agreed and understood that this is a non-personal services contract, as defined in Federal Acquisition Regulation (FAR) 37.101, under which the professional services rendered by the Contractor or its health-care providers are rendered in its capacity as an independent contractor. The Government may evaluate the quality of professional and administrative services provided but retains no control over professional aspects of the services rendered including, by example, the Contractor's or its health-care providers' professional medical judgment, diagnosis, or specific medical treatments. The Contractor and its healthcare providers shall be liable for their liability-producing acts or omissions. The Contractor shall maintain or require all health-care providers performing under this contract to maintain, during the term of this contract, professional liability insurance issued by a responsible insurance carrier of not less than the following amount(s) per specialty per occurrence: *\$1,000,000.00. However, if the Contractor is an entity or a subdivision of a State that either provides for self-insurance or limits the liability or the amount of insurance purchased by State entities, then the insurance requirement of this contract shall be fulfilled by incorporating the provisions of the applicable State law.

* Amounts are listed below:

(b) An apparently successful offeror, upon request of the Contracting Officer, shall, prior to contract award, furnish evidence of the insurability of the offeror and/or of all healthcare providers who will perform under this contract. The submission shall provide evidence of insurability concerning the medical liability insurance required by paragraph (a) of this clause or the provisions of State law as to self-insurance, or limitations on liability or insurance.

(c) The Contractor shall, prior to commencement of services under the contract, provide to the Contracting Officer Certificates of Insurance or insurance policies evidencing the required insurance coverage and an endorsement stating that any cancellation or material change adversely affecting the Government's interest shall not be effective until 30 days after the insurer or the Contractor gives written notice to the Contracting Officer. Certificates or policies shall be provided for the Contractor and/or each health-care provider who will perform under this contract.

(d) The Contractor shall notify the Contracting Officer within 5 days of becoming aware of a change in insurance providers during the performance period of this contract for all health-care providers

performing under this contract. The notification shall provide evidence that the Contractor and/or health-care providers will meet all the requirements of this clause, including those concerning liability insurance and endorsements. These requirements may be met either under the new policy, or a combination of old and new policies, if applicable.

(e) The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts for healthcare services under this contract. The Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the provisions set forth in paragraph (a) of this clause. At least 5 days before the commencement of work by any subcontractor, the Contractor shall furnish to the Contracting Officer evidence of such insurance.

(End of Clause)

C.18 VAAR 852.237-74 NON-DISCRIMINATION IN SERVICE DELIVERY (OCT2019)

It is the policy of the Department of Veterans Affairs that no person otherwise eligible will be excluded from participation in, denied the benefits of, or subjected to discrimination in the administration of VA programs and services based on non-merit factors such as race, color, national origin, religion, sex, gender identity, sexual orientation, or disability (physical or mental). By acceptance of this contract, the Contractor agrees to comply with this policy in supporting the program and in performing the services called for under this contract. The Contractor shall include this clause in all subcontracts awarded under this contract for supporting or performing the specified program and services. Accordingly, the Contractor shall ensure that each of its employees, and any subcontractor staff, is made aware of, understands, and complies with this policy.

(End of clause)

C.19 VAAR 852.270-1 REPRESENTATIVES OF CONTRACTING OFFICERS (JAN 2008)

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

(End of Clause)

SECTION D - CONTRACT DOCUMENTS, EXHIBITS, OR ATTACHMENTS

D.1 ATTACHMENTS

ATTACHMENT A: Incident Report Form

ATTACHMENT B: Discharge Form

ATTACHMENT C: VA Directive and Handbook 0710 Personnel Suitability and Security Program

ATTACHMENT D: McKinney-Vento Act Definition of Homelessness

ATTACHMENT E: List of Considered Orange County Zip Codes

D.2 PRICE WORKSHEET

<u>Base Year:</u>					
Period of Performance Months 1-12 (Actual dates TBD)					
ITEM NO.	DESCRIPTION	Estimated Bed Quantity	UNIT	Unit Price Per Day	TOTAL ANNUAL COST (365 Days)
1	Daily Room & Board / HCHV VA Long Beach CERS (in accordance with the Statement of Work)	04	Beds		
	Estimated Base Year Amount				\$
<u>Option Year I:</u>					
Period of Performance Months 1-12 (Actual dates TBD)					
ITEM NO.	DESCRIPTION	Estimated Bed Quantity	UNIT	Unit Price Per Day	TOTAL ANNUAL COST (365)
1	Daily Room & Board / HCHV VA Long Beach CERS (in accordance with the Statement of Work)	04	Beds		

	Estimated Option Year I Amount				\$
<u>Option Year II:</u>					
Period of Performance Months 1-12 (Actual dates TBD)					
ITEM NO.	DESCRIPTION	Estimated Bed Quantity	UNIT	Unit Price Per Day	TOTAL ANNUAL COST (365)
1	Daily Room & Board / HCHV VA Long Beach CERS (in accordance with the Statement of Work)	04	Beds		
	Estimated Option Year II Amount				\$
<u>Option Year III:</u>					
Period of Performance Months 1-12 (Actual dates TBD)					
ITEM NO.	DESCRIPTION	Estimated Bed Quantity	UNIT	Unit Price Per Day	TOTAL ANNUAL COST (365)
1	Daily Room & Board / HCHV VA Long Beach CERS (in accordance with the Statement of Work)	04	Beds		
	Estimated Option Year III Amount				\$
<u>Option Year IV:</u>					
Period of Performance Months 1-12 (Actual dates TBD)					
ITEM NO.	DESCRIPTION	Estimated Bed Quantity	UNIT	Unit Price Per Day	TOTAL ANNUAL COST (365)
1	Daily Room & Board / HCHV VA Long Beach CERS (in accordance with the Statement of Work)	04	Beds		
	Estimated Option Year IV Amount				\$

This form shall be included in an Offeror's proposal; please complete this document and return to the CO within the timeframe stated in the terms of the solicitation.

D.3 PRE-AWARD SURVEY CHECKLIST

A pre-award survey (PAS) shall be conducted to assist the Government in determining the successful offeror's responsibility IAW FAR 9.106. ***The offeror shall provide the address of the proposed facility location on the Pre-Award Survey. *Failure to provide an address of the proposed facility that is within the city of Long Beach or within Orange County (OC) lines, in Orange County zip codes which do not to exceed eighteen (18) miles travel distance from the VALBHS main hospital at the time of proposal submission will result in the proposing contractor to be removed from consideration for award.**

Pre-Award Survey Checklist	
Pre-Award Survey (PAS). A pre-award survey shall be conducted for the successful offeror to assist the Government in determining the successful offeror's responsibility.	
Description	Pass/Fail
Men and women have separate bathroom facilities and residential rooms.	Pass / Fail
Priority location shall be within the city of Long Beach or within Orange County (OC) lines, in Orange County zip codes which do not to exceed eighteen (18) miles travel distance from the VALBHS main hospital. *Proposed Address:	Pass / Fail
Safe prescription medication storage and handling, including specific provisions for prescribed controlled substances.	Pass / Fail
Onsite Security staff – 24 hours	Pass / Fail
Laundry facilities.	Pass / Fail
Common area/ Recreation area for residents to gather and socialize.	Pass / Fail
Parking accessibility for VA Liaison.	Pass / Fail
Four (4) Beds available for Veterans	Pass / Fail

Offeror has ability to provide afterhours services.	Pass / Fail

D.4 CONTRACTOR CERTIFICATION: IMMIGRATION AND NATIONALITY ACT OF 1952—AS AMENDED

The Contractor certifies that the Contractor shall comply with all legal provisions contained in the Immigration and Nationality Act of 1952, As Amended; its related laws and regulations that are enforced by Homeland Security, Immigration and Customs Enforcement and the U.S. Department of Labor as these may relate to non-immigrant foreign nationals working under contract or subcontract for the Contractor while providing services to Department of Veterans Affairs patient referrals;

While performing services for the Department of Veterans Affairs, the Contractor shall not knowingly employ, contract or subcontract with an illegal alien; foreign national non-immigrant who is in violation their status, as a result of their failure to maintain or comply with the terms and conditions of their admission into the United States. Additionally, the Contractor is required to comply with all “E-Verify” requirements consistent with “Executive Order 12989” and any related pertinent Amendments, as well as applicable Federal Acquisition Regulations.

If the Contractor fails to comply with any requirements outlined in the preceding paragraphs or its Agency regulations, the Department of Veterans Affairs may, at its discretion, require that the foreign national who failed to maintain their legal status in the United States or otherwise failed to comply with the requirements of the laws administered by Homeland Security, Immigration and Customs Enforcement and the U.S. Department of Labor, shall be prohibited from working at the Contractor’s place of business that services Department of Veterans Affairs patient referrals; or other place where the Contractor provides services to veterans who have been referred by the Department of Veterans Affairs; and shall form the basis for termination of this contract for breach.

The Contractor agrees to obtain a similar certification from its subcontractors.

SIGNATURE:
DATE:
TYPED NAME AND TITLE:
COMPANY NAME:

This certification concerns a matter within the jurisdiction of an agency of the United States and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under 18 U.S.C. 1001.

SECTION E - SOLICITATION PROVISIONS

E.1 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://beta.sam.gov/> (see 52.204-7).

(End of Provision)

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 preaward testing.

(e) *Multiple offers.* Offerors are encouraged to submit multiple offers presenting alternative terms and conditions, including alternative line items (provided that the alternative line items are consistent with subpart 4.10 of the Federal Acquisition Regulation), or alternative commercial items for satisfying the requirements of this solicitation. Each offer submitted will be evaluated separately.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- (i) ASSIST (<https://assist.dla.mil/online/start/>);
- (ii) Quick Search (<http://quicksearch.dla.mil/>);
- (iii) ASSISTdocs.com (<http://assistdocs.com>).

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

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

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

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

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

(j) *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 <https://beta.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 <https://beta.sam.gov> for establishing the unique entity identifier.

(k) [Reserved]

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

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

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

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

(4) A summary of the rationale for award;

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

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

(End of Provision)

E.3 ADDENDUM to FAR 52.212-1 INSTRUCTIONS TO OFFERORS— COMMERCIAL ITEMS

GENERAL INSTRUCTIONS FOR OFFER SUBMISSIONS.

a) Submission of Proposals.

1) Offerors proposals will be submitted via email, clearly marked with **RFP 36C26220R0081**.

Offerors proposals shall be emailed to: **Rafael Cervantes, Contract Specialist @**

Rafael.Cervantes@va.gov

2) **Format.** Offerors shall present their electronic offers as a PDF file, using legible and easy to read font, at least eleven (11) point font; single spaced, with 1" margins all around. The offer will not be more than 100 pages including all supporting documentation.

b) Schedule of Service and Price. Offerors shall completely fill out the Schedule of Service and Price provided in this solicitation section B.3. No other format for the submission of the Price Schedule shall be accepted. The price stated in the offer shall be an inclusive rate. In addition to completing the Schedule of Service and Price, Offerors shall complete and submit with their proposal the hard copy Price Worksheet in Section D.2.

c) Price Offer Submittal. Offeror's pricing shall be submitted via email as a PDF file to Rafael.Cervantes@va.gov

d) Period of Acceptance of Offer. Offerors agree to hold prices in its offer firm for a period of 120 calendar days from the date specified as **06/01/2020** for the receipt of offers. FAR 52.212-1 is tailored to extend the period of acceptance for offers from 30 calendar days to 120 calendar days.

e) This procurement is being conducted in accordance with FAR part 13, Simplified Acquisition Procedures. In order to be considered for award, Offerors shall complete and return all information designated in the enclosed FAR clauses 52.212-1, Addendum to 52.212-1, regarding proposal submission. Failure to do so may preclude the offeror from further consideration.

f) DUNS Number. Offerors shall provide the Dun and Bradstreet Number assigned to their firm in the space provided in the Contract Administration area.

g) Offerors shall provide a current copy of The System for Award Management (SAM) entity registration.

h) Offerors shall state the address of the proposed facility at the time of proposal submission. Failure to provide address of the proposed four (4) bed facility at the time of proposal submission will result in the proposing contractor to be removed from consideration for award. In addition, failure to provide an address of a proposed facility that is within the city of Long Beach or within Orange County (OC) lines, in Orange County zip codes which do not to exceed eighteen (18) miles travel distance from the VALBHS main hospital at the time of proposal submission will result in the proposing contractor to be removed from consideration for award.

i) Solicitation questions/technical inquiries. Offeror questions and inquiries concerning the solicitation will be accepted from the solicitation posting date until **05/07/2020 1:00 PM (PST)**.

Questions shall be accepted by email sent to rafael.cervantes@va.gov; NCO-22's answers to Offeror questions/inquiries will be posted on <https://beta.sam.gov/> via an amendment to this solicitation on or about **03/13/2020**. **All proposals shall be submitted by 06/01/2020 at 1:00pm (PST).**

j) Offerors Shall Complete and Provide The Following Documents.

- 1) Completed and signed SF1449.
- 2) Completed and signed Immigration Certification.
- 3) Completed Schedule of Service and Price (Section B.3).
- 4) Completed Price Worksheet (Section D.2).
- 5) Provide the address of the proposed location of where services are to be provided. Please review Implementation Timeline (Pg. 10) before proposing a location.

k) Contractors understand the CO reviews the OIG List of Excluded Individuals/Entities on the OIG web site at <https://exclusions.oig.hhs.gov/> to ensure that the proposed Offerors staff and/or firm(s) are not listed, once offers are received.

l) Special Standard of Responsibility - To assist the contracting officer in determining if the special standards of responsibility applicable to this procurement are met, offerors are asked to provide the following information with their proposals:

SP1: Specialized Experience. The offeror shall provide evidence of specialized experience providing housing and supportive services in community-based facilities. Specifically, the offeror shall provide a narrative summary in no more than two (2) pages demonstrating their experience in providing housing and recuperative care supportive services in community-based facilities.

SP2: Qualification of Personnel Performing on the Contract. Offerors shall provide the resumes for the following key personnel and include supporting documentation proving that these key personnel satisfy the following requirements:

- (1) Clinical Supervisor– The Clinical Supervisor shall be licensed with the state of California as a Licensed Clinical Social Worker, Licensed Marriage and Family Therapist, Psychologist, or Licensed Professional Clinical Counselor and have at least one (1) year of experience as a Clinical Supervisor of a residential homeless facility.
- (2) Program Director – The Program Director shall have a bachelor's degree in any field and have at least one (1) year of experience providing oversight of a residential homeless facility.
- (3) Case Manager – The Case Manager shall have a bachelor's Degree in a social service field and must have training and experience working with homeless individuals with chronic medical, mental health and substance abuse problems.

- m) Pre-Award Survey (PAS).** A pre-award survey shall be conducted for the successful offeror to assist the Government in determining the successful offeror's responsibility. See Pre-Award Survey Checklist in Section D.3 for the items that VA staff will inspect during the pre-award survey. * **The offeror shall provide the address of the proposed facility location on the Pre-Award Survey in Section D.3.**

(End of Addendum to 52.212-1)

E.4 52.212-2 EVALUATION—COMMERCIAL ITEMS (OCT 2014)

- a) Basis of Award.** This procurement is being conducted pursuant to FAR Part 13 procedures. The Government intends to award a contract resulting from this solicitation to the responsible offeror who offers the lowest price, whose price is found to be reasonable, and whose proposal does not take exception with any of the requirements for this procurement specified in the solicitation. In addition to the general standards of responsibility found at FAR § 9.104-1, in accordance with FAR § 9.104-2, the special standards of responsibility described below apply to this procurement. **Offerors who fail to meet the special standards of responsibility will not be eligible to receive contract award.**

- 1) Special Standards of Responsibility.** The following special standards of responsibility apply to this procurement:

SP1: Specialized Experience. Offeror shall have specialized experience providing housing and supportive services in community-based facilities.

SP2: Qualification of Personnel Performing on the Contract. Personnel proposed to perform work under the contract shall have the following education, certification, and experience.

- (1) **Clinical Supervisor** – The Clinical Supervisor shall be licensed with the state of California as a Licensed Clinical Social Worker, Licensed Marriage and Family Therapist, Psychologist, or Licensed Professional Clinical Counselor and have at least one (1) year of experience as a Clinical Supervisor of a residential homeless facility.
 - (2) **Program Director** – The Program Director shall have a bachelor's degree in any field and have at least one (1) year of experience providing oversight of a residential homeless facility.
 - (3) **Case Manager** – The Case Manager shall have a bachelor's Degree in a social service field and must have training and experience working with homeless individuals with chronic medical, mental health and substance abuse problems.
- b) Pre-Award Survey (PAS).** The Contracting Officer intends to conduct a pre-award survey of the successful offeror to assist the Contracting Officer in determining whether the successful offeror is responsible. The PAS will be conducted only for the offeror identified as the "successful offeror" as a result of the Evaluation Process described in paragraph (c) below. The PAS will include a survey of the items identified in the Pre-Award Survey Checklist found at Section D.3 of the solicitation but may also include observations and inquiries into any matter that may inform the contracting officer's decision regarding the successful offeror's responsibility. The successful offeror must receive a "Pass" score for each item identified in the checklist to be eligible for contract award. For each item that earns a "Fail" score, the successful offeror will be allowed ten (10) calendar days to correct the deficiencies the contracting officer identifies as the cause of the "Fail" score for that item. The

contracting officer may allow additional time to correct deficiencies at the contracting officer's sole discretion. Upon expiration of the time allowed to correct the deficiencies, VA personnel will re-inspect the deficient items. If the deficiencies are not corrected in a manner sufficient for the contracting officer to assign a "Pass" score, the offeror will be found to be "not responsible."

- c) *Evaluation Process.* Proposals will be evaluated in the following manner. The lowest-priced offer will be identified. The proposal for the lowest-priced offer will be evaluated to determine if the offered price is reasonable and if the proposal does not take exception with any of the requirements for this procurement. If the price is found to be reasonable and the proposal does not take exception with any of the requirements for this procurement, this offeror will be identified as "the successful offeror." The contracting officer will determine if the successful offeror is responsible using the general and special standards of responsibility for this procurement; review of the successful offeror's general responsibility will include the Pre-Award Survey described in paragraph (b) above. If contract award cannot be made to the successful offeror, the contracting officer will evaluate the next lowest-priced offer following the procedures described above. This process will continue until a contract award can be made, or the contracting officer determines that no contract award can be made. The contracting officer may find all offers not acceptable and cancel the procurement if the lowest-priced offer exceeds the amount of funding available for the procurement. The Government intends to evaluate offers and award a contract without discussions with offerors. However, the Government reserves the right to conduct discussions at any time if determined by the contracting officer to be in the Government's interest.
- d) *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).
- e) A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

(End of Provision)

E.5 52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS— COMMERCIAL ITEMS (DEC 2019)

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://beta.sam.gov/>. If the Offeror has not completed the annual representations and certifications electronically, the Offeror shall complete only paragraphs (c) through (v) of this provision.

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

Covered telecommunications equipment or services has the meaning provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

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 <https://beta.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
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[List as necessary]

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

(g)(1)(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Korean, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled “Buy American—Free Trade Agreements—Israeli Trade Act”:

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

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

[List as necessary]

(5) *Trade Agreements Certificate*. (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(5)(ii) of this provision, is a U.S.-made or designated country end product, as defined in the clause of this solicitation entitled "Trade Agreements".

(ii) The offeror shall list as other end products those end products that are not U.S.-made or designated country end products.

Other End Products:

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

[List as necessary]

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

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

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

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

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

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

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

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

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

(ii) *Examples.*

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

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

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

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

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

(1) *Listed end products.*

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

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

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

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

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

(2) ☐ Outside the United States.

(k) Certificates regarding exemptions from the application of the Service Contract Labor Standards. (Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services.) [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.

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

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

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

☐ TIN: _____.

☐ TIN has been applied for.

☐ TIN is not required because:

☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

☐ Offeror is an agency or instrumentality of a foreign government;

☐ Offeror is an agency or instrumentality of the Federal Government.

(4) *Type of organization*.

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

(5) *Common parent.*

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

Name _____.

TIN _____.

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

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

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

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

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

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

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

(2) *Representation and certifications.* Unless a waiver is granted or an exception applies as provided in paragraph (o)(3) of this provision, by submission of its offer, the offeror—

(i) Represents, to the best of its knowledge and belief, that the offeror does not export any sensitive technology to the government of Iran or any entities or individuals owned or controlled by, or acting on behalf or at the direction of, the government of Iran;

(ii) Certifies that the offeror, or any person owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Iran Sanctions Act; and

(iii) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds \$3,500 with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked pursuant to the International Emergency Economic Powers Act (50 U.S.C. 1701 *et seq.*) (see OFAC's Specially Designated Nationals and Blocked Persons List at <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).

(v) *Covered Telecommunications Equipment or Services—Representation.* Section 889(a)(1)(A) of [Public Law 115-232](#).

(1) The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (<https://beta.sam.gov>) for entities excluded from receiving federal awards for "covered telecommunications equipment or services".

(2) The Offeror represents that it [] does, [] does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument.

(End of Provision)

E.6 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

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

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

(End of Provision)

E.7 52.216-1 TYPE OF CONTRACT (APR 1984)

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

(End of Provision)

<u>FAR Number</u>	<u>Title</u>	<u>Date</u>
52.217-5	EVALUATION OF OPTIONS	JUL 1990

E.8 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:

Don Weerasinghe, CO

Hand-Carried Address:

**Department of Veterans Affairs Network Contracting Office 22
 4811 Airport Plaza Drive
 Suite 600
 Long Beach, CA 90815**

Mailing Address:

**Department of Veterans Affairs Network Contracting Office 22
 4811 Airport Plaza Drive
 Suite 600
 Long Beach, CA 90815**

(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.9 52.204-24 REPRESENTATION REGARDING CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (DEC 2019)

The Offeror shall not complete the representation in this provision if the Offeror has represented that it “does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument” in the provision at 52.204-26, Covered Telecommunications Equipment or Services—Representation, or in paragraph (v) of the provision at 52.212-3, Offeror Representations and Certifications—Commercial Items.

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

Covered telecommunications equipment or services, critical technology, and substantial or essential component have the meanings provided in clause 52.204–25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) *Prohibition.* Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115–232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Contractors are not prohibited from providing—

(1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(2) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(c) *Procedures.* The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (<https://beta.sam.gov/>) for entities excluded from receiving federal awards for “covered telecommunications equipment or services”.

(d) *Representation.* The Offeror represents that it [] will, [] will not provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract or other contractual instrument resulting from this solicitation.

(e) *Disclosures.* If the Offeror has represented in paragraph (d) of this provision that it “will” provide covered telecommunications equipment or services, the Offeror shall provide the following information as part of the offer—

(1) A description of all covered telecommunications equipment and services offered (include brand; model number, such as original equipment manufacturer (OEM) number, manufacturer part number, or wholesaler number; and item description, as applicable);

(2) Explanation of the proposed use of covered telecommunications equipment and services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b) of this provision;

(3) For services, the entity providing the covered telecommunications services (include entity name, unique entity identifier, and Commercial and Government Entity (CAGE) code, if known); and

(4) For equipment, the entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known).

(End of Provision)

E.10 VAAR 852.209-70 ORGANIZATIONAL CONFLICTS OF INTEREST (JAN 2008)

(a) It is in the best interest of the Government to avoid situations which might create an organizational conflict of interest or where the offeror's performance of work under the contract may provide the contractor with an unfair competitive advantage. The term "organizational conflict of interest" means that because of other activities or relationships with other persons, a person is unable to render impartial assistance or advice to the Government, or the person's objectivity in performing the contract work is or might be otherwise impaired, or the person has an unfair competitive advantage.

(b) The offeror shall provide a statement with its offer which describes, in a concise manner, all relevant facts concerning any past, present, or currently planned interest (financial, contractual, organizational, or otherwise) or actual or potential organizational conflicts of interest relating to the services to be provided under this solicitation. The offeror shall also provide statements with its offer containing the same information for any consultants and subcontractors identified in its proposal and which will provide services under the solicitation. The offeror may also provide relevant facts that show how its organizational and/or management system or other actions would avoid or mitigate any actual or potential organizational conflicts of interest.

(c) Based on this information and any other information solicited or obtained by the contracting officer, the contracting officer may determine that an organizational conflict of interest exists which would warrant disqualifying the contractor for award of the contract unless the organizational conflict of interest can be mitigated to the contracting officer's satisfaction by negotiating terms and conditions of the contract to that effect. If the conflict of interest cannot be mitigated and if the contracting officer finds that it is in the best interest of the United States to award the contract, the contracting officer shall request a waiver in accordance with FAR 9.503 and 48 CFR 809.503.

(d) Nondisclosure or misrepresentation of actual or potential organizational conflicts of interest at the time of the offer, or arising as a result of a modification to the contract, may result in the termination of the contract at no expense to the Government.

(End of Provision)

E.11 VAAR 852.215-70 SERVICE-DISABLED VETERAN-OWNED AND VETERAN-OWNED SMALL BUSINESS EVALUATION FACTORS (OCT 2019)

(a) In an effort to achieve socioeconomic small business goals, VA shall evaluate offerors based on their service-disabled veteran-owned or veteran-owned small business status and their proposed use of eligible service-disabled veteran-owned small businesses (SDVOSBs) and veteran-owned small businesses (VOSBs) as subcontractors.

(b) Eligible service-disabled veteran-owned small businesses offerors will receive full credit, and offerors qualifying as veteran-owned small businesses will receive partial credit for the Service-Disabled Veteran-Owned and Veteran-Owned Small Business Status evaluation factor. To receive credit, an offeror must be registered and verified in the Vendor Information Pages (VIP) database.

(c) Non-Veteran offerors proposing to use SDVOSBs or VOSBs as subcontractors will receive some consideration under this evaluation factor. Offerors must state in their proposals the names of the SDVOSBs and VOSBs with whom they intend to subcontract and provide a brief description of the proposed subcontracts and the approximate dollar values of the proposed subcontracts. In addition, the proposed subcontractors must be registered and verified in the VIP database.

(d) Pursuant to 38 U.S.C. 8127(g), any business concern that is determined by VA to have willfully and intentionally misrepresented a company's SDVOSB/VOSB status is subject to debarment for a period of not less than five years. This includes the debarment of all principals in the business.

(End of Clause)

E.12 VAAR 852.215-72 NOTICE OF INTENT TO RE-SOLICIT (OCT 2019)

This solicitation provides offerors fewer than 30 days to submit proposals. In the event that only one offer is received in response to this solicitation, the Contracting Officer may cancel the solicitation and resolicit for an additional period of at least 30 days in accordance with 815.370–2.

(End of Provision)

E.13 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.14 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.15 VAAR 852.273-70 LATE OFFERS (JAN 2003)

This provision replaces paragraph (f) of FAR provision 52.212-1. Offers or modifications of offers received after the time set forth in a request for quotations or request for proposals may be considered, at the discretion of the contracting officer, if determined to be in the best interest of the Government. Late bids submitted in response to an invitation for bid (IFB) will not be considered.

(End of Provision)

E.16 VAAR 852.273-74 AWARD WITHOUT EXCHANGES (JAN 2003)

The Government intends to evaluate proposals and award a contract without exchanges with offerors. Therefore, each initial offer should contain the offeror's best terms from a cost or price and technical standpoint. However, the Government reserves the right to conduct exchanges if later determined by the contracting officer to be necessary.

(End of Provision)