PAGE 1 OF

1. REQUISITION NO.

2. CONTRACT NO.

3. AWARD/EFFECTIVE DATE

4. ORDER NO.

5. SOLICITATION NUMBER

6. SOLICITATION ISSUE DATE

a. NAME

b. TELEPHONE NO. (No Collect Calls)

8. OFFER DUE DATE/LOCAL

TIME

9. ISSUED BY

CODE

10. THIS ACQUISITION IS

UNRESTRICTED OR

SET ASIDE:

% FOR:

SMALL BUSINESS

HUBZONE SMALL

BUSINESS

SERVICE-DISABLED

VETERAN-OWNED

SMALL BUSINESS

WOMEN-OWNED SMALL BUSINESS

(WOSB) ELIGIBLE UNDER THE WOMEN-OWNED

SMALL BUSINESS PROGRAM

EDWOSB

8(A)

NAICS:

SIZE STANDARD:

11. DELIVERY FOR FOB DESTINA-

TION UNLESS BLOCK IS

MARKED

SEE SCHEDULE

12. DISCOUNT TERMS

13a. THIS CONTRACT IS A

RATED ORDER UNDER

DPAS (15 CFR 700)

13b. RATING

14. METHOD OF SOLICITATION

RFQ

IFB

RFP

15. DELIVER TO

CODE

16. ADMINISTERED BY

CODE

17a. CONTRACTOR/OFFEROR

CODE

FACILITY CODE

18a. PAYMENT WILL BE MADE BY

CODE

TELEPHONE NO.

UEI:

EFT:

PHONE:

FAX:

17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER

18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED

SEE ADDENDUM

19.

20.

21.

22.

23.

24.

ITEM NO.

SCHEDULE OF SUPPLIES/SERVICES

QUANTITY

UNIT

UNIT PRICE

AMOUNT

(Use Reverse and/or Attach Additional Sheets as Necessary)

25. ACCOUNTING AND APPROPRIATION DATA

26. TOTAL AWARD AMOUNT (For Govt. Use Only)

27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA

ARE

ARE NOT ATTACHED.

27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA

ARE

ARE NOT ATTACHED

28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

29. AWARD OF CONTRACT: REF. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ OFFER

COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND

DATED \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. YOUR OFFER ON SOLICITATION

DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY

(BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE

ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED

SET FORTH HEREIN IS ACCEPTED AS TO ITEMS:

30a. SIGNATURE OF OFFEROR/CONTRACTOR

31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)

30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)

30c. DATE SIGNED

31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT)

31c. DATE SIGNED

AUTHORIZED FOR LOCAL REPRODUCTION

(REV. NOV 2021)

PREVIOUS EDITION IS NOT USABLE

Prescribed by GSA - FAR (48 CFR) 53.212

7. FOR SOLICITATION

INFORMATION CALL:

STANDARD FORM 1449

**SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES**

**OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30**

83

0001

36C77623Q0518

9-11-2023

Lenny Flagg

09-21-2023

13:00

CT

36C776

Department of Veterans Affairs

Program Contracting Activity Central

6100 Oak Tree Blvd, Suite 490

Independence OH 44131

X

100

X

Y

541611

24.5

N/A

X

36C776

Department of Veterans Affairs

Program Contract Activity Central

6100 Oak Tree Blvd, Suite 490

Independence OH 44131

36C776

Department of Veterans Affairs

Program Contracting Activity Central

6100 Oak Tree Blvd, Suite 490

Independence OH 44131

VAFSC

Department of Veterans Affairs

Financial Services Center

Invoices to be Submitted Electronically

https://www.fsc.va.gov/einvoice.asp

e-Invoice Setup Info Phone 877-489-6135

877-353-9791

512-460-5429

See CONTINUATION Page

Program Support Services for VA's Regional Procurement

Office - Central Region (RPO-C) and Procurement and

Logistics Office (P&LO).

In accordance with 38 U.S.C. 8127, this is a 100% SDVOSB

set-aside for a Task Order placed against a

Federal Supply Schedule (FSS).

Changes below are listed in the Table of Contents in red text

in addition to the removal of VAAR clause 852.237-75 “key

Personnel” and the removal of unassociated tabs within

D.1 Pricing Schedule.

Please submit all questions by September 15, 2023, by 10am CT.

See CONTINUATION Page

See Task Order

X

X

X

Lenny Flagg, Contracting Officer

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# SECTION B - CONTINUATION OF SF 1449 BLOCKS

## B.1 CONTRACT ADMINISTRATION DATA

1. Contract Administration: The Contracting Officer (CO) is the only person authorized to approve changes or modify any of the requirements under this contract. Only the Contracting Officer is authorized to make commitments or issue changes which shall affect price, quantity, or quality of performance of this contract. In the event the Contractor effects any such change at the direction of any person other than the Contracting Officer, the change shall be considered to have been made without authority and no adjustment shall be made in the contract price to cover any increase in costs incurred as a result thereof. All contract administration matters will be handled by the following individuals:

a. CONTRACTOR:

b. GOVERNMENT: Department of Veterans Affairs, Veterans Health Administration

Program Contracting Activity Central (PCAC)

Minneapolis / St. Paul, MN Office

6100 Oak Tree Blvd, Suite 490

Independence OH 44131

Attn: Lenny Flagg, Contracting Officer, Lenny.Flagg@va.gov

Attn: Stephen Bradny, Contract Specialist, [Stephen.Bradny@va.gov](mailto:Stephen.Bradny@va.gov)

2. ORDERING PROCEDURES:

(a) Task Orders shall be issued by facsimile or electronic commerce methods, and only by the Contracting Officer or his/her authorized VA Procurement Official for the contract Line Item Number (LIN) series outlined in Attachment D.1 (Excel Price Schedule).

(b) Awarding Task Order shall be drafted, awarded, and administered within PCAC. Only participating Government facilities within Regional Procurement Office – Central (RPO-C) and Procurement & Logistics Office (P&LO) may request the Contractor’s service under this requirement. Contracting Officer Representatives (CORs) shall be appointed to RPO-C and P&LO and will be responsible for ensuring any request for service within their facility is sent to the CO in writing. Any changes/modifications requests from the Contractor or RPOC/P&LO shall be sent via email to the CO.

(c) Task Orders shall contain at a minimum the following information:

i. Date of request;

ii. Name of NCO/PCAC involved with TO;

iii. Contract Line-Item Number (LIN, Quantity, Price, and Amount;

iv. Period of Performance; and

v. Additional notes or information as necessary.

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

|  |  |
| --- | --- |
| [X] | 52.232-33, Payment by Electronic Funds Transfer—System For Award Management, or |
| [] | 52.232-36, Payment by Third Party |

4. INVOICES: Invoices shall be submitted in arrears:

a. Quarterly []

b. Semi-Annually []

c. Other [X] Monthly

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

Department of Veterans Affairs

Financial Services Center (FSC)

PO Box 149971

Austin, TX 78714-9971

https://www.fsc.va.gov/einvoice.asp

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

|  |  |
| --- | --- |
| AMENDMENT NO | DATE |
|  |  |
|  |  |
|  |  |

## B.2 PRICE/COST SCHEDULE

* See Attachment D.1 - Excel Price Schedule – Acquisition Support Services
* This IDIQ’s contract minimum guarantee is $1,000; the maximum spend (ceiling price) shall not exceed $7,500,000.00.

## B.3 PERFORMANCE WORK STATEMENT

**PERFORMANCE WORK STATEMENT**

1. **INTRODUCTION**

The Department of Veterans Affairs (VA), Veterans Health Administration (VHA), Regional Procurement Office – Central (RPOC) and Procurement & Logistics Office (P&LO) has a requirement for program management and other related support services. The Contractor shall provide the following support services to satisfy this requirement: program management, program analyst, and consultant support.

1. **SCOPE OF WORK**

The contractor shall provide program management, program analyst, and consultative support services throughout the life of this contract. All contractor-employees shall work offsite in a remote location within the continental United States (US). Contractor-employees shall provide proof their virtual office is located within the US. The Government will request specific services under this Performance Work Statement (PWS) by issuance of Task Orders (TO). The CO will generate TOs, and each approved TO will identify the pricing schedule, estimated level of effort, period of performance, required schedule, deliverables, and other considerations for each task.

The contractor shall provide non-personal, non-inherently governmental advisory services in support of the VA’s Contracting Officers (COs), Contract Specialists (CS) and Contracting Officers Representative (COR). At no time will any contractor perform program management, program analysis or consultant support functions that are inherently governmental as listed in Federal Acquisition Regulation (FAR) part 7.503(c)(12). All contractor services shall be conducted in accordance with public laws, statutes, VA policies and procedures.

1. **DESCRIPTION OF SERVICES**

The following subsections is a general description of services that the Contractor will be required to provide during the life of the contract. The Contractor shall provide qualified personnel who can perform program management, program analyst, and consultant services in accordance with applicable regulations and policies. The four (4) labor categories shall include various duties to support the P&LO and RPO-C government offices (see section 4 (Requirement Qualifications and Categories)).

* 1. **Program Management Support Services**

Successful performance of program management support services requires a wide variety of duties including research, analysis, systems thinking, data entry, writing, document preparation, executive brief preparation, editing, scanning, document management, copying, phone calls, faxing, filing, and other duties as necessary to complete the assigned tasks.

Program management support services includes, but are not limited to:

1. Provides consultant support to help identify the most appropriate measures and monitors to improve quality and performance.
2. Collaborates with leadership and management to improve sustainability.
3. Works with other individuals to develop automated systems for tracking improvement (data trending, data dashboards and balanced scorecards) and for monitoring project progress and completion.
4. Ensures sustainability and spread of efforts directed at improving quality, safety, effectiveness and efficient using program management.
5. Plans and conducts analytical studies in support of improvements in organizational structure and efficient staffing levels.
6. Participates in efforts to create a culture of quality, safety, effectiveness, and efficiency by planning and conducting studies directed at identifying optimum staffing and management structures.
7. Uses information to improve quality, safety, effectiveness and efficiency (informatics)
8. Provides competency and performance standard direction, including providing programmatic direction and guidance in systems redesign activities.
9. Supports the Government in development and achievement of project milestones within scope, cost, and schedule alignment for projects and programs.
10. Provides program support as a participant in technical assessments, Integrated Product Teams (IPT), and other project working groups.
11. Provides program services regarding consultation, planning, drafting program management and business case analysis documentation, data analytics, and data management.
12. Responds to all customer inquiries and concerns and recommends alternate approaches when customers request cannot be met.
    1. **Consultant Support Services**

Contractor Personnel serving as a Consultant shall perform at a Subject Matter Expert (SME) level capacity, providing the highest levels of guidance, analysis, and consulting services for all levels of consulting, technical, acquisition and program support. Contractor Personnel shall respond to all customer inquiries and concerns and recommends alternate approaches when customers request cannot be met. Successful performance as a consultant also includes the ability to simultaneously manage, coordinate and pursue multiple, complex projects and activities. Consultants must be multi-faceted experts who have supported the execution of multiple products & service lifecycles (i.e., Cerner EHR or MedLog PMO preferred), including extensive product research, market research, competitive analysis, planning, positioning, roadmap development, requirement development, service delivery pipeline support, and product launch. Contractor Personnel must have awareness of VA’s major modernization efforts and integration challenges/requirements with supply chain systems*.* Contractor shall provide data management technical support and product technical support services.

A detailed description of each consultant support service can be found in the following:

* + 1. **Data Management Technical Support:**

Contractor personnel shall provide data management technical support with a wide range of qualitative and/or quantitative methods for the assessment and improvement of program effectiveness for the enhancement of complex management processes and systems. Contractor personnel shall determine the most appropriate method of presenting recommended solutions to management, developing cost benefit analysis reports of suggested remedies, and preparing appropriate analytical documents. Contractor personnel shall track the effectiveness of implemented solutions by use of improvement plans and reporting tools. With available computer equipment and data systems, contractor personnel shall maintain current database, track logistics performance trends and compliance issues, and generate appropriate work products.

Data Management Technical Support services includes, but are not limited to:

* 1. Provides analysis and advice in the design and adaption of supply chain systems.
  2. Evaluates complex automated data depository information systems on a continuing basis and analyze current and/or required database depositories to design new and improved information for decision making for upper management and standardization teams.
  3. Performs item management analysis such as the development of life cycle, performs cost benefit evaluations of program, and leads cost effectiveness studies for region­wide operating or administrative programs.
  4. Consults with VA end-users to refine functional requirements and translates functional requirements into technical specification requirements for the VA supply chain.
  5. Serves as an analyst and advisor to management on the evaluation, effectiveness, operations, productivity, and efficiency of the VA supply chain, and performs analytical and/or evaluative work associated with line and/or program activities.
  6. Develops, analyzes, evaluates, and advises on utilization, management controls, information systems, documentation systems, and other similar functions of information management.
  7. Develops procedures and systems for establishing, operating, and assessing the effectiveness of administrative control systems and line/operating programs and the accomplishment, evaluation, and/or monitoring audit inspections, and management/internal control reviews.
  8. Studies the accounts, reports and procedural instructions within the supply chain and considers legislative and/or program background materials to identify any needs for revision, consults with customers to refine functional requirements and translates functional requirements into technical data specification requirements.
  9. Conducts audits, evaluates region-wide program gains with short-and long-range objectives.
  10. Evaluates processes & makes recommendations for effective organizational change.
  11. Resolves audit/inspection activities for organizations agency wide.
      1. **Product Technical Support**

Contractor personnel shall provide product technical support using a wide range of qualitative and/or quantitative methods for the assessment and improvement of program effectiveness for the enhancement of complex management processes and systems. Contractor personnel shall use technical writing skills to develop training material while utilizing and having some knowledge of current VA supply chain systems.

Product Technical support services include, but are not limited to:

* 1. Provides analysis and advice in the design, adaption of supply chain systems.
  2. Evaluates complex automated data depository information systems on a continuing basis, analyzing current and/or required database depositories to design new and improved information for decision making for upper management and standardization teams.
  3. Performs item management analysis such as development of life cycle, performs cost benefit evaluations of program, leads cost effectiveness studies for region­wide operating or administrative programs.
  4. Consults with customers to refine functional requirements and translates functional requirements into technical specification requirements for the VA supply chain.
  5. Serves as an analyst and advisor to management on the evaluation, effectiveness, operations, productivity, and efficiency of the VA supply chain, performs analytical and evaluative work associated with line and/or program activities.
  6. Develops, analyzes, evaluates, advises on utilization, management controls, information and documentation systems, and similar functions of information management.
  7. Develops procedures and systems for establishing, operating, and assessing the effectiveness of administrative control systems and line/operating programs and the accomplishment, evaluation, and/or monitoring audits inspections, or management or internal control reviews.
  8. Reviews accounts, reports and procedural instructions within the supply chain and considers legislative and program background materials to identify need for revision, consults with customers to refine functional requirements and translates functional requirements into technical data specification requirements.
  9. Conducts audits and evaluates region-wide program gains with short-and long-range objectives.
  10. **Program Analyst**

Successful performance of a Program Analyst under this requirement requires a wide variety of associated duties including research, analysis, systems thinking, data entry, writing, document preparation, editing, scanning, document management, copying, phone calls, faxing, filing, and other activities as necessary to complete the tasks assigned. Contractor Personnel are required to provide data input/extraction and ongoing support of the data systems for VHA Procurement Regional Procurement Offices (RPOs) and Network/Program Contracting Activity. Program Analysts may also be expected to analyze a wide variety of data from conceptualization through presentation of the data to the RPO Program Analyst team.

Program Analyst support services include, but are not limited to:

1. Assists in designing, coordinating, developing, and documenting proposed organization designs, and/or changes in business/programmatic processes, procedures, and/or products.
2. Performs initial reviews of existing processes, procedures, and/or products.
3. Gathers and compiles data for reports to develop comprehensive studies for decision making purposes and ensures information is provided within necessary time frames.
4. Organizes and analyzes data from all applicable sources, using statistical methods to ensure validity of results.
5. Assists in the development of recommendations for changes to improve systems, applications, processes, or products.
6. Provides data and trend analysis during exploratory and informative stages.
7. Briefs RPO Program Analysts on problem areas, corrective action to be taken, and the monitoring of those actions once implemented.
8. Responds to all customer inquiries and concerns and recommends alternate approaches when customers request cannot be met.
9. **REQUIREMENT QUALIFICATIONS AND CATERGORIES:**

**Minimum Qualifications:** Contractor Personnel supporting each labor category, described in subsections 4.1 through 4.4, shall possess all the demonstrated experience and educational requirements described below. Each applicant must possess ALL of the minimum qualifications. Pre-screened detailed resumes showing work experience (actual duties performed, contract types and actions; not job descriptions) must be submitted to and approved by the COR prior to starting the onboarding process.

* 1. **Program Manager:** All Program Managers shall possess all the demonstrated experience and knowledge requirements delineated below, as verified by a signed and dated resume by the individual and a corporate executive.
     1. Work Experience: A minimum of four (4) recent years of relevant experience in conducting comprehensive program management support services in relation to the duties described in subsection 3.1. Resumes must show documented program management experience along with related training and certification.
     2. Education: Program managers shall have, at a minimum, a relevant bachelor’s degree from an accredited college or university.
     3. Additional Knowledge and Skills: In addition to the experience and educational requirements described above, the following experience is highly preferred for Program Managers:
* Experience with VA systems (Integrated Funds Distribution Control Point Activity/Veterans Information Systems and Technology Architecture (IFCAP/VISTA), Maximo, Handheld Inventory Technology such as barcode scanning devices, National Contingency Response Tool, Point of Use smart shelves and cabinet automated inventory devices, Defense Medical Logistics Standard Support (DMLSS), LogiCole, Electronic Contract Management System (eCMS), Share Points/Power BI/Tableau), Electronic Health Record, and VA policies is preferred.
  1. **Senior Program Manager** (Or similar title)**:** Program Managers shall possess all the demonstrated experience and knowledge requirements delineated below, as verified by a signed and dated resume by the individual and a corporate executive.
     1. Work Experience: A minimum of eight (8) recent years of relevant experience in conducting comprehensive program management support services in relation to the duties described in subsection 3.1. Resumes must show documented program management experience along with related training and certification.
     2. Education: Program managers shall have, at a minimum, a relevant bachelor’s degree from an accredited college or university.
     3. Additional Knowledge and Skills: In addition to the experience and educational requirements described above, the following experience is highly preferred for Program Managers:
* Extensive prior experience supporting VA legacy supply chain systems
* Experience in networking across VHA National Program Offices and in-depth knowledge from a Program Management Office (PMO) perspective of VHA’s previous efforts to modernize legacy supply chain systems to include Maximo and Defense Medical Logistics Standard Support
* Knowledge of VA’s major modernization efforts and integration challenges/requirements with supply chain systems to include Electronic Records Health Management (EHRM) and Financial Management Business Transformation (FMBT)
* Proficiency in Microsoft Office, Microsoft Visio, and Microsoft Project
  1. **Consultant** (Or similar title)**:** Consultants shall possess all the demonstrated experience and knowledge requirements delineated below, as verified by a signed and dated resume by the individual and a corporate executive.
     1. Work Experience: A minimum of eight (8) recent years of relevant experience in conducting comprehensive consulting services in relation to the duties described in subsection 3.2. Resumes must show documented consulting experience along with related training and certification.
     2. Education: Consultants shall have, at a minimum, a relevant bachelor’s degree from an accredited college or university.
     3. Required Knowledge and Skills: In addition to the experience and educational requirements described above, Consultants shall clearly possess the following knowledge and skills:
     + Experience/certification in C+, Java, C++, or similar programing languages and utilize business intelligence tools and web or stand-alone applications using commercial analysis tools.
     + Experience and skill in Hyper Text Markup Language (HTML), Cascading Style Sheets, Ajax
     + Experience using Active Server Pages (ASP.net) including both Windows Forms and Model-View-Control (MVC) architecture.
     + Experience in data architecture, database and table design, data cleansing Extract, Transport and Load (ETL), database server job creation and scheduling, and similar activities for Microsoft SQL Server or similar database systems
     1. Preferred Knowledge and Skills: In addition to the experience and educational requirements described above, the following experience is preferred for Consultants:
* Experience with Reports, Metrics, Acquisition, Logistics, Generic Inventory Package (GIP), Automated Engineering Management System/Medical Equipment Reporting System.
* Experience with (AEMS/MERS), Formulary, Item Master File (IMF), Vendor Cleansing and National Item File (NIF).
  1. **Program Analyst** (Or similar title)**:** Program Analysts shall possess all the demonstrated experience and knowledge requirements delineated below, as verified by a signed and dated resume by the individual and a corporate executive.
     1. Work Experience: A minimum of four (4) recent years of relevant experience in conducting comprehensive program analyst services in relation to the duties described in subsection 3.3. Resumes must show documented program analyst experience along with related training and certification.
     2. Education: Program Analysts shall have, at a minimum, a relevant bachelor’s degree from an accredited college or university.
     3. Additional Knowledge and Skills: In addition to the experience and educational requirements described above, Program Analysts shall clearly possess the following knowledge and skills:
* Working knowledge of PC software packages, such as Microsoft Power BI, Power Automate, Excel, Access, SharePoint, various Microsoft programs, and other Business Intelligence software.
* Experience with established program analysis principles, theories, and practices, including knowledge of various analytical techniques (audits, databases, spreadsheet/graphics analysis)
* Working knowledge of qualitative and/or quantitative data analytic methods for the assessment and suggested improvements of program effectiveness.
  1. **Electronic Media**All contractor employees shall be knowledgeable and proficient in the use of Microsoft Office basic tools and software: Word, Excel, Outlook, Share Points. It is mandatory that all contract employees be proficient with modern computing equipment.

* 1. **English Language Requirement:** The Contractor shall ensure all personnel are able to read, write, and speak English well enough to effectively communicate.
  2. **U.S. Citizenship**: All contractor personnel performing under this contract shall be U.S. citizens.

1. **PERIOD OF PERFORMANCE, PLACE OF PERFORMANCE AND HOURS**
   1. **Period of Performance (POP):** The period of performance for this contract is one year. The Procurement Contracting Activity Central (PCAC) Contracting Office will issue a TO against the awarding Contractor’s FSS. Each TO shall specify the number of hours and period of performance.

|  |
| --- |
| **Period of Performance** |
| Sept 28, 2023 – Sept 27, 2024 |

* 1. **Place of Performance**
     1. This requirement requires contractor personnel to work off-site (remote, i.e., home or contractor’s office); the assigned contractor personnel will be provided a laptop (Government Furnished Equipment (GFE)) and Personal Identity Verification (PIV) card. Contractor personnel are not required to report to a government facility for routine work.
     2. Travel to the nearest VA Medical Center is required for on-boarding (fingerprinting, PIV picture, PIV card and GFE). Contractor personnel are usually required to physically access the nearest VA facility when receiving GFE.

* + 1. Contractor services are expected to be needed for P&LO and RPOC. The location area of each participating government facility is shown on Attachment D.2. Each TO will show the number of hours and estimated number of personnel needed for each location.
  1. **Schedule Information and Tour of Duty**
     1. Contractor shall provide the minimum number of personnel for each contracting office to meet the number of hours shown in the schedule. The Government has defined one (1) full-time equivalent (FTE) employee as 1992 hours annually.
     2. The number of estimated hours and personnel shown in the schedule are estimates only. Task Order(s) will be issued based on the amount of funds available and the number of hours (personnel) needed for P&LO and RPOC. The number of hours is an estimate only and is subject to change based on VA hiring and funding availability. Please note the submitted hourly rate shall be a fully burdened rate; one hourly rate for all locations. Contractor personnel will only be paid for actual hours worked. The Government shall not be charged and will not pay for time not worked by contractor personnel. Any hours not worked by contractor personnel due to delays (recruiting, hiring, approvals and onboarding, etc.) will be de-obligated at the end of the performance period.
     3. **Tour of Duty (work hours):** Each COR and the contractor’s representative shall work together to determine the work hours (tour of duty) of each assigned contractor-employee to ensure a consistent schedule. Work hours shall adhere to the local time zone of the government facility in which the individual contractor personnel supports. The hours of operation are Monday through Friday 6:00 am to 6:00 pm, excluding Federal holidays. Contractors shall not work outside of the core hours when there are no VA employees working, i.e., 5:00 am or 7:00 pm local time. Full-time contractor personnel shall work 40 hours per week (full-time equivalent - FTE); part-time contractor personnel are expected to work at least 20 hours per week. A normal tour of duty for full-time contractor personnel is eight (8) hours per day with an unpaid 30-minute lunch (8.5 hours), five (5) days per week, Monday through Friday, excluding Federal holidays. The tour of duty (work hours) for part-time contractor personnel shall be coordinated between the COR and Contractor and shall be within the core hours. The normal tour of duty shall include a daily 30-minute unpaid lunch break (8.5 hour workday). Variations to a 40-hour work week, including alternative work schedules, require advance approval by the CO and COR. Any changes to the tour of duty must be submitted to the COR in writing prior to any adjustment. CORs are responsible for tracking hours and may require contractor employees to send an email verification when a contractor employee’s shift starts and ends. The day-to-day supervision and direct control over contractor personnel will be the sole responsibility of the contractor representative.
     4. **Federal Holidays:** The following holidays are observed by the Federal Government:
* New Year’s Day (January 1)
* Birthday of Martin Luther King, Jr. (Third Monday in January)
* Washington’s Birthday (Third Monday in February)
* Memorial Day (Last Monday in May)
* Juneteenth National Independence Day (June 19)
* Independence Day (July 4)
* Labor Day (First Monday in September)
* Columbus Day (Second Monday in October)
* Veterans Day (November 11)
* Thanksgiving Day (Fourth Thursday in November)
* Christmas Day (December 25)
* This list shall include any additional day specifically declared by the President of the United States to be a federal holiday.

*\*\*If a holiday falls on a Saturday, for most Federal employees, the preceding Friday will be treated as a holiday for pay and leave purposes. (See 5 U.S.C. 6103(b).) If a holiday falls on a Sunday, for most Federal employees, the following Monday will be treated as a holiday for pay and leave purposes. (See Section 3(a) of Executive Order 11582, February 11, 1971.)*

*\*\*\*Contractor-employees are prohibited from working on any federal holiday.*

* + 1. **Planned/Unplanned Absences:** The Contractor is required to notify the COR immediately for sick/delay absences from work and at least two days prior to vacation or other absences from work. Personnel may use vacation and sick time in accordance with the contractor’s policies, but the contractor shall schedule its employees’ vacation time to ensure that employees are not absent from the office for more than two (2) consecutive weeks at a time. The Contractor shall ensure that no more than one of their assigned personnel to a specific office is out of the office simultaneously unless the absence is related to inclement weather, illness, or other unforeseen events.
    2. **Surge Support**: The Government may request surge support (time worked in excess of 40 hours a week / 80 hours in a two-week period) during the period of performance that shall be considered in-scope, to provide increased support for the defined tasks in this PWS. Surge support is defined as any billable hours exceeding forty (40) work hours in any given week by a contractor-employee assigned to the contract. If the Government determines that an increased quantity of support is required or needed, the Government reserves the right to request that the contractor provide this additional support as needed. Surge support work must be pre-approved by the CO, and the hours worked must be within the core hours shown above in 5.3.3.
    3. **Temporary Schedule Adjustments**: Any temporary adjustments to a contractor-employee’s work schedule must be requested in advance and approved by the COR. For example, a temporary schedule adjustment could be to work longer on one day in exchange for a shorter workday later in the same two-week period. Under no circumstances will a contractor work more than 40 hours in a week unless authorized by the COR; all make up time must be worked during core hours and total hours worked cannot exceed 80 hours in a two-week period.
    4. **Travel Requirements** Contractor employees may be required to travel to various locations throughout the country. The likelihood of travel for some tasks is low to moderate, sometimes with short notice. The contractor shall be able to accommodate and respond to short notice travel requirements. Short notice will normally be approximately 24 hours’ notice. Normal notice is considered not less than three business days. Estimated travel funds will be included in the TO.
    5. **Reimbursement for Travel Expenses** Contractor will be reimbursed for travel and per diem expenses as specifically authorized in the TO. Travel and per diem expenses cannot exceed the funded travel Line-Item Number (LIN) on the Task Order. Charges cannot exceed those stipulated in the Federal Travel Regulations (FTR), prescribed by General Service Administration (GSA), unless documented by conditions listed in FAR 31.205-46, Travel Costs. Limits on travel rates for food and lodging are based on location and are published in the FTR. Reimbursable expenses shall be paid by the Government with appropriate receipts. No General & Administration (G&A) or profit will be paid on travel expenses; however, a set administrative handling fee (if proposed) is allowable. The travel handling fee is intended to cover the cost of booking (including credit card fees for travel reservations), travel agent services and administrative requirements of Government approved travel.

1. **GOVERNMENT FURNISHED INFORMATION, PROPERTY, and EQUIPMENT**
   1. **Government Furnished Equipment (GFE):** The Government shall provide a PIV card and a laptop computer with required software applicable to contract personnel in performance of this contract. All GFE shall be plugged into a surge protector for safety purposes. Contractor personnel may be required to physically access the nearest Government VA facility to receive the GFE. Contractor personnel shall safeguard all Government property, documents, and equipment.
   2. **Government Personal Identification Verification card (PIV):** PIV cards will be issued at the start of contract services for security access to Government equipment and sites. PIV cards shall be returned immediately upon expiration or termination of requested services.
   3. **Additional GFE** may be provided depending on circumstance and equipment availability. The Contractor shall furnish any other required equipment and supplies as necessary.
   4. **Government Furnished Information (GFI):** The Government may provide all applicable policies, guides, standard operating procedures, templates, information, and access to VA networks and SharePoints necessary for performance under this PWS. The VA retains ownership of all Government furnished equipment, materials, documents, and information and services furnished under this Contract.
2. **OTHER COSTS**
   1. **Other Direct Costs (ODC):** The cost of general-purpose items (notebooks, paper, pens, calculators, headsets, folders, tape, staplers, internet, etc.) required for the conduct of the Contractor’s normal business operations will not be considered an allowable ODC in performance of this contract. The government does not anticipate ODCs not already accounted for as general-purpose items required under this contract. The proposed price shall include all necessary ODCs. The day-to-day supervision and direct control over the work performed by contractor personnel shall be the sole responsibility of the contractor. This supervision is not a separate reimbursable item under this requirement. Supervision is an overhead cost that is the responsibility of the contractor.
3. **PERFORMANCE REQUIREMENTS AND SUMMARY**
   1. **Inherently Government Functions/Non-Personal Services:** The Contractor shall provide services as required by contracting activities within the participating VA areas, to support VA’s overall mission. 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 employees are rendered in its capacity as an independent Contractor and shall not be considered VA employees for any purpose whatsoever. The contractor support services required on this contract constitute professional and management services within the definition provided by FAR 37.201. This contract allows the Government to obtain professional services which are essential to the VA mission, but not otherwise available at this time within the VA. Contractor personnel shall not perform “Inherently Governmental Functions” (IGF) as defined in FAR Subpart 7.5 in relations to this PWS. Tasks executed by the Contractor shall be considered recommendations subject to the review and approval by the Government. It shall be the responsibility of the Contractor to manage their employees and guard against any actions that are of the nature of personal services or gives the perception of personal services.
   2. **Professional Conduct and Performance:** Contract employees shall adhere to professional conduct standards that include professional courtesy, punctuality, and respect. Professional conduct includes being accessible during duty hours and adhering to each contractor employee’s work schedule. The respective COR should be notified of any schedule changes prior to the contractor employee’s absence or tardiness. Should any contractor employee be determined to be unacceptable in terms of professional conduct during duty hours, the CO and Contractor POC shall be notified. If the unacceptable conduct continues, the Contractor shall remove and replace the contractor personnel involved at no additional cost to the Government. All Contract Personnel shall sign a Contractor Rules of Behavior (ROB - Attachment D.3).
   3. **Contractor Identification:** Contractor personnel shall clearly identify themselves as “Contractors” at all times, in all communications and representations, to avoid situations arising where sensitive topics might be better discussed solely between Government employees. Identification shall include when in the workplace, in meetings, in conversations, telecommunications, mail, electronic mail (email), faxes, with Government personnel, other contractor personnel and the public.
      1. **Answering Telephones:** Contractor personnel must identify themselves as contract personnel in all meetings, telephone conversations, and written correspondence with government personnel or working in situations where their actions may be construed as official Government acts and/or personnel.
      2. **Utilizing Electronic Mail:** When prime contractor or sub-contractor personnel send email messages as a part of contract performance (or otherwise relating to contract matters), each sender shall have a signature line that includes:

* First Name and Last Name (Contractor)
* Title
* Phone Number
* Email Address
* Individual’s Employer Name
* Assigned Team or Ordering Facility
  1. **Non-Disclosure and Conflict of Interest Agreements**: To ensure the integrity of Government contracting operations, all contractor personnel shall execute a Non-Disclosure Agreement (NDA) during the on-boarding process. All contractor personnel will have ongoing access to proprietary information which they are required to protect. All information is considered sensitive and will not be disclosed outside the workplace. This includes proprietary data, passwords, “For Official Use Only” documents and “Source Selection Information”. All contractor personnel assigned to and performing on this requirement may not work on other contracts for the Contractor, or other agencies without a formal written request and prior written consent. All Contractor-Personnel shall sign a statement of non-disclosure (Attachment D.2).
  2. **Background Investigation:** In accordance with Homeland Security Presidential Directive-12 (HSPD-12), Office of Management and Budget guidance M-05-24, and Federal Information Processing Standards Publication number 201, a criminal background check/investigation (BI) is required for all contract personnel to determine suitability for routine access to Government facilities and systems. Contract personnel must receive a favorable adjudication after investigation paperwork. Additionally, all contractor personnel must start the paperwork for a background investigation and complete finger printing, as well as completion of all required training prior to the start of placement or performance on the contract.
  3. **VA Mandatory Training Requirements:** All contractor staff must log onto [www.tms.va.gov](http://www.tms.va.gov), and self-enroll.
     1. Information Security Awareness Training. Contractor support personnel are required to complete annual Information Security Awareness training (during on-boarding and annually).
     2. Sign and acknowledge understanding of and responsibilities for compliance with the Contractor Rules of Behavior relating to access to VA information (during on-boarding and annually).
     3. VA Privacy training (during on-boarding and annually).
     4. Contractor personnel are required to complete eCMS training if not already completed. If completed, the contractor shall provide the completion certificate (assigned at contracting office).

Failure to complete the mandatory annual trainings and sign the Rules of Behavior annually, within the timeframe required, will be grounds for suspension or termination of all physical or electronic access privileges and removal from work on the contract until such time as the training and documents are completed. If a contractor desires to take any other trainings, it will be at the CO's discretion in order to meet mission requirements.

1. **CONTRACTOR REQUIREMENTS and RESPONSIBILITIES**

The contractor shall provide contractor personnel, expertise, supervision of contractor resources, and any required deliverable necessary to satisfy the requirements in this PWS**.**

**9.1. Personnel Placement**

* + 1. Contractor shall provide a sufficiently detailed resume of experience for each proposed personnel to the Government‘s Contracting Officer Representative (COR) for approval and verification of education and experience requirements.
    2. Contractor shall pre-screen the resumes to ensure each proposed candidate has met the minimum requirements shown in Section 4 (Requirement Qualifications and Categories) and to ensure each resume shows specific and detailed experience (company name, dates of employment, job duties, contract types and actions, etc.).
    3. Contractor shall effectively fill and assign qualified approved contractor personnel at each participating government facility within 40 calendar days of Task Order award. (This does not include VA onboarding time.)
    4. Contractor shall ensure all required information for onboarding and all background investigation paperwork is submitted within 14 calendar days of COR ‘s acceptance of contractor personnel and eQIP is completed within six (6) calendar days of initiation. VA staff will assist contractor personnel in obtaining Personal Identity Verification (PIV) card and system access to VA networks.
  1. **Personnel Maintenance and GFE:**
     1. **Turnover:** The Contractor shall minimize the effect and impact to the VA by strategically managing contractor personnel turnover to the greatest extent possible throughout the life of the contract. Contractor shall ensure continuation of services during prolonged personnel absences due to sickness, leave and voluntary or involuntary termination from employment such that impact to the Government is minimal. Once a Contractor is aware that an employee is leaving and will no longer support a task, the Contractor shall provide written documentation (email) to the CO and the COR within three (3) business days of the employee advising the Contractor of their intent to leave. The written notification shall include the date and time the position will be vacant, the reason the employee will no longer work on the task, the anticipated replacement date, and what management action will be taken to ensure task completion. Any position vacancies shall not exceed 14 calendar days (does not include VA onboarding time) unless directed or approved, in writing, by the CO.

* + 1. **Replacement/Substitution:** Any change in personnel will be subject to prior Government approval. Prior to replacing/substituting personnel performing on this contract, the Contractor shall provide a sufficiently detailed resume of proposed contractor personnel to the COR for verification and approval of education and experience requirements. The CO/COR reserves the right to refuse a replacement/substitution if the CO/COR deems the replacement/substitution does not meet the qualifications.
    2. **Government Equipment and Badges**: Contractor shall ensure all GFE and PIV cards are returned to the VA (or relevant COR) within seven (7) calendar days when the contract ends or when an employee leaves for any reason prior to contract end. The Contractor shall be financially responsible for any GFE that is lost, stolen, damaged, or not returned to the VA within seven calendar days of contract end or after a contractor employee has vacated their position. The Contractor shall report any lost items (GFE, PIV) immediately to the CO and COR.
  1. **Supervisory Controls:** The Contractor shall be responsible for managing and overseeing all actions to ensure timely and practical support performed under this contract. The day-to-day supervision and direct control over the work performed by off-site or remote contractor personnel will be the sole responsibility of the Contractor. The Government will not supervise contractor personnel, prepare contractor personnel work schedules, or control the method by which the contractor personnel perform the required tasks. The Government will only provide tasks to contractor personnel for execution. The contractor personnel will work independently and keep the relevant CO and/or COR informed of all actions assigned. All assignments will be completed in a timely fashion. Work will be reviewed by the relevant CO and/or COR for compliance with VA policies, FAR and VAAR regulations, overall objectives, and effectiveness in achieving results.
  2. **Quality Assurance (QA) / Acceptance Quality Limit (AQL):** The government reserves the right to survey all services received under this contract to determine whether the Contractor is meeting performance standards, service levels, and objectives. The Government has the right to change or modify inspection methods at its discretion.
     1. **Quality Control**: Contractor shall develop and maintain its own quality control program / inspection plan that assures compliance with all requirements of this contract.
     2. **Acceptance Quality Level (AQL):** As a minimum, the Contractor’s plan should address these items shown below for the AQL during the contract’s performance period.

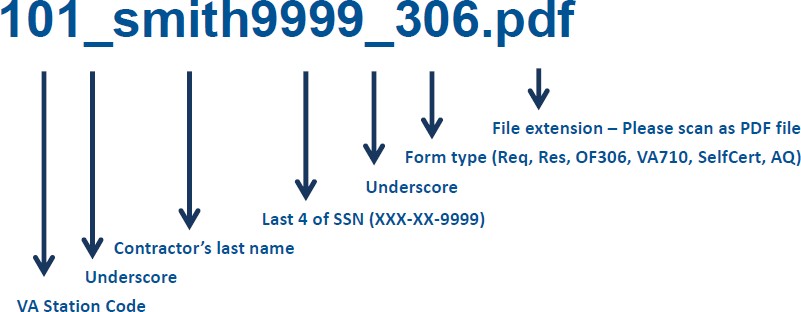
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| --- | --- | --- |
| **Standards** | **Basis** | **AQL** |
| *Provide consultative support,* including to serve as a consultant to groups working to improve quality and performance by helping them identify the most appropriate measures and monitors to ensure quality outcomes. Supports the development of workgroups as appropriate and leads these groups as needed. Coordinates activities of the assigned management projects. | Feedback from customers/stakeholders indicates they are generally satisfied with services provided with no more than three (3) significant and substantiated complaints. | PWS, 3.2 Consultant Support Services, 3.2.1 Data Management Technical Support, 3.2.2 Product Technical Support |
| *Ensure sustainability and spread of efforts directed at improving quality, safety, effectiveness and efficient using program management,* Demonstrates the willingness and capacity to resourcefully meet internal and external customer needs on the spot. Tries difference ways of accomplishing a task. Suggest ways to improve quality and efficiency. Generates new ideas. | Feedback from customers/stakeholders indicates they are generally satisfied with services provided with no more than three (3) significant and substantiated complaints. | PWS, (3) Description of Services, (3.1) Program Management Support Services, (d) |
| *Plan and conduct analytical studies in support of improvements in organizational structure and staffing level efficiency,* including participating in the network’s efforts to create a culture of quality, safety, effectiveness, and efficiency by planning and conducting studies directed at identifying optimum staffing and management structures. Reports pertinent data to facility, network and national program offices as required. | Feedback from customers/stakeholders indicates they are generally satisfied with services provided with no more than three (3) significant and substantiated complaints. | PWS, (3) Description of Services, (3.1) Program Management Support Services, (e) |
| *Uses information to improve quality, safety, effectiveness and efficiency (informatics)*, including using information for problem solving, decision making and organizational improvement. Ensures the customer is trained in principles and additional skills needed for successful implementation of programs. | Feedback from customers/stakeholders indicates they are generally satisfied with services provided with no more than three (3) significant and substantiated complaints. | PWS, (3) Description of Services, (3.1) Program Management Support Services, (g) |
| *Provides competency and performance standard direction;* including providing programmatic direction and guidance in systems redesign activities. Assists with designing work processes and systems that are responsive to the customer needs and uses customer feedback to plan and improve services. | Feedback from customers/stakeholders indicates they are generally satisfied with services provided with no more than three (3) significant and substantiated complaints. | PWS, (3) Description of Services, (3.1) Program Management Support Services, (h) |
| *Customer Service/Team Work:*  Responds to customer inquiries and concerns. Recommends alternate approaches when customers request can’t be met. Employee shall be courteous, cooperative and professional at all times. Highly responsive to requests for assistance, information and services | Feedback from customers/stakeholders indicates they are generally satisfied with services provided with no more than three (3) significant and substantiated complaints | PWS, (3) Description of Services, (3.1) Program Management Support Services, (3.2) Consultant Support Services  (3.3) Program Analyst |
| *Monthly Hour/Expense (Invoice)Reporting* | Contractor shall provide accurate, complete reporting data with all receipts and logs with each invoice. Submitted invoices shall be accurate 97% of time. | PWS, (10.6) Invoice, (10.6.1) Invoice Submission |
| *Monthly Activity Report* | Contractor submits report by the 15th calendar day of each month. The report is complete and accurate in its final format. Report submitted is to be accurate and timely 95% of the time. | PWS, (10) Contract Deliverables, (10.2) Monthly Activity Report Deliverable |
| Transition of Services  *(30-day period after contract expiration date)* | Feedback from customers/stakeholders confirming the Contractor is providing accurate and complete reporting data and effectively communicating all necessary plans and actions in a timely manner. | PWS, (10) Contract Deliverables, (10.8) Transition of Services |

* + 1. **Contracting Officer’s Representative (COR):** The Government will identify and delegate a COR for P&LO and RPOC. The COR shall monitor all technical aspects of the contract and assist in contract administration. Unless otherwise identified in a delegation letter, the COR is authorized to perform the following functions: assure that the Contractor performs the technical and administrative requirements of the contract; perform necessary inspections in connection with contract performance; maintain written and oral communications with the Contractor concerning technical aspects of the contract; issue written interpretations of technical requirements; monitor the Contractor's performance and notify both the CO and contractor of any deficiencies; oversee the distribution of government furnished property; coordination of required security/background documentation; and, provide facility access of contractor personnel through arranging scheduling and PIV card pick up. The CO will send a letter of delegation to the COR and the Contractor, which states the specific responsibilities and limitations of the COR. The COR is not authorized to change any of the terms and conditions of the contract. CORs are not authorized to obligate funds or execute any contract modifications. CORs will be responsible for reviewing, approving, and certifying invoices for their respective location.
    2. **Reviews**: Each delegated COR is responsible for the technical monitoring of contractor’s personnel performance and deliveries and will conduct a monthly quality review (formal or informal) for compliance with the terms of the contract. The COR will interpret specifications or technical portions of the work. All performance concerns shall be addressed between the COR, CO, and Contractor. The COR and the contractor’s representative shall work together to ensure all contractual requirements are being met. If one or more quality standards are not met for two consecutive months without any contractor effort in improvement, the CO will initiate appropriate action with the Contractor, up to and including possible contract termination. In the event of contractor personnel performance concerns, the CO shall issue a Contract Deficient Report (CDR) identifying the issue.

1. **CONTRACT DELIVERABLES**
   1. **Contractor Point of Contact:** The contractor shall provide a Point of Contact (POC) / Supervisor who shall be responsible for the performance of work from the contractor-personnel. The contractor shall designate this individual, in writing, to the CO and CORs before the start of performance. An alternate POC may be designated, but the contractor shall identify those times when the alternate shall be the primary POC. The contractor POC shall be available via telephone and email, Monday through Friday, 8:00 a.m. until 4:30 p.m. local time excluding federal holidays. The POC shall have authority to direct contract employees on the contract or have direct contact with the manager/supervisor for the contractor-employees.
   2. **Monthly Activity Report Deliverable:** The Contractor shall submit a Monthly Activity Report (MAR) to each COR, on or before the 15th day of the following month. Contractor shall develop and submit Monthly Activity Reports (MARs) to the COR and administering CO for review at any monthly/quarterly meetings. The MARs shall include a summary of activities for the month, issues, and goals for the next month. The MARs shall summarize the Contractor’s accomplishments during the previous month, planned work during the upcoming month and any significant problems or issues requiring resolution, along with proposed corrective actions. The Contractor shall deliver these reports to all appropriate parties identified in this section. The MAR shall include, at a minimum, the following information:
      * 1. Contract number
        2. Task Order Number
        3. Reporting period
        4. Number of hours each contractor-employee worked
        5. Brief task description for each employee
        6. For each employee: A narrative review of work accomplished during the reporting period and significant events
        7. Personnel actions for the period (separations, labor category changes, recruitments)
   3. **Quarterly Report Deliverable:** The Contractor shall submit a Quarterly Activity Report (QAR) to the CO on or before the 15th day following each quarter (annual calendar year), summarizing, at a minimum, the contract number, the list of contractor employees working for location, the name(s) and number of employee(s) no longer working on this contract, the number and location of any open/unfilled positions and the number of days it takes/took to fill each open position. The CO may ask for additional information if needed.
   4. **List of Contractor Employees:** The Contractor shall maintain a current list of employees assigned under this contract and their assigned P&LO/RPOC location. The list shall be validated and signed by the Contractor and provided to the CO once all employees are assigned. An updated list shall be provided upon any changes (additions/deletions). Any change in contractor personnel is subject to Government approval. Once a Contractor is aware that an employee is leaving, the Contractor shall provide written documentation to the COR within three (3) business days of the employee advising the Contractor of their intent to leave. The written notification shall include the date and time the position will be vacant, the reason the employee will no longer be working on this contract, anticipated replacement date, and what management action will be taken to ensure the position is filled in a timely manner.
   5. **Organizational Conflicts of Interest (OCI):** The Contractor shall have an OCI plan in place for detecting, disclosing, avoiding, and mitigating OCI issues/risks involved in the performance of this contract. An OCI exists when a contractor employee participates personally and substantially in a particular matter (e.g., a contract) that would have a direct and predictable effect on the contractor employee’s own financial interest or the financial interest of the contractor employee’s spouse, minor child, general partner, any person or entity whom the contractor employee serves as an officer, director, trustee or employee, or any person with whom the contractor employee is negotiating or has an arrangement for prospective employment. The OCI will include the Contractor and all assigned contractor employees on this contract and associated family members. The plan shall identify any potential conflicts of interest and shall provide a process for dealing with any OCI that is identified during contract execution. The OCI plan shall disclose all cross-teaming arrangements and shall include a representation that there will be no “cross-talk”, or information shared between the two affiliates regarding the contract. The Contractor shall notify the CO within two business days of any OCI violations on this contract.
   6. **Invoices**
      1. **Invoice Submission:** Each P&LO/RPOC location will be assigned a COR who shall serve as the primary Point of Contact (POC) for that location. Inspection and acceptance of services is delegated to the corresponding COR. The Contractor shall submit a separate monthly itemized invoice to each COR in arrears for services performed. The invoice should contain Contractor’s name, address, point of contract, invoice number, contract number, task order number, and purchase order (PO) number along with a listing of each contractor employee’s name, dates worked, actual number of hours worked, work location (P&LO/RPOC), the agreed upon fixed hourly rate price and total price. Each COR will review their site’s invoice and if complete and accurate, advise the Contractor within five (5) business days if it is approved or not approved. If the invoice is incomplete or inaccurate, the COR will return the invoice for correction. Once the invoice is approved, the Contractor shall submit the invoice to Tungsten for certification and payment.
      2. **Reduction in Services:** If the Government has not utilized the total number of hours ordered, at the end of the period of performance, due to a change in its anticipated needs or delays due to recruiting, hiring, onboarding, turnover and finding replacements, the contractor agrees to negotiate in good faith a bilateral modification to reduce the number of hours ordered under the task order to the number of hours actually performed.
   7. **VHA Onboarding / Offboarding Process:**

The Contractor shall provide onboarding/offboarding liaising and a liaising tracker for onboarding and offboarding Contractor personnel. The liaising tracker shall be updated within a day of onboarding/offboarding action. The Contractor shall collect all the required documents for onboarding personnel, perform preliminary review of all documents to ensure the forms are completed properly and accurately, and submit all forms to the COR to initiate the background investigation for all new hires. During the onboarding process, contractor employees are required to submit Personal Identifiable Information (PII) to complete a mandatory background investigation prior to working. If a contractor-employee fails to provide required information, the contractor shall submit a replacement candidate for consideration. All PII will only be used for purpose of completing background investigations and will be kept confidential. The Privacy Act of 1974, as amended to present, including Statutory Notes (5 U.S.C. 552a), protects records about individuals retrieved by personal identifiers such as a name, social security number, or other identifying number or symbol.

(Note- All forms shall be sent encrypted, or password protected in pdf format and use the naming convention shown in the example below for each file.)



The following onboarding forms shall be completed and submitted to the COR within a week of identifying (COR approval) the contract personnel:

* Declaration for Federal Employment (OF 306)
* Authorization for Release for Information (VA Form 0710)
* Background Investigation Request (BIR)
* PIV Applicant Information for Employees and Contractors
* Contractor / Employee PIV Office Fingerprint Request Form
* Personal Identity Verification Information Form (PIVINFO)
* Request for New Special Agreement Check (SAC)
* Self-Certification of Continuous Service (SelfCert)
* Non-Disclosure Agreement (NDA)
* TMS Questionnaire, Transfer Applicant’s Previous Contract Information, and Applicant’s Current Contract Information
* TMS Training Certificates for VA Privacy and Information Security Awareness and Rules of Behavior Certificate (valid for only one year)
* TMS Training Certificates for Privacy and HIPAA Training Certificate (valid for only one year)

The following tasks are required by the Contractor when onboarding contractor personnel:

* Schedule new hires for fingerprints at the nearest VA facility from the contractor-employee’s physical location
* Ensure all onboarding forms are completed properly
* Submit all onboarding forms to the COR in a password protected email for the initial background investigation and send password to COR in a separate email
* Ensure all contractor personnel working on this contract have been favorably adjudicated
* Advise the COR if contractor-employee is transferring from another VA facility/department.
* Request contractor-employee TMS access from COR
* Verify the contractor-employee’s VA account in the GAL has the correct information.

Schedule PIV appointment (s)- [AI Scheduler (gsa.gov)](https://portal.usaccess.gsa.gov/scheduler/select-agency/select-activity/find-site?v=20803) (must be at a VA or “Shared” facility) Usually two PIV appointments are needed: one (1) appointment for picture and 2nd appointment for PIV pickup

* Advise COR of PIV appointment requests and work with the COR on any PIV issues
* Submit a request to COR for remote access
* If needed, request a Help Desk ticket for GFE and /or additional software along with the government lead’s approval and upon receiving approval from the COR.

The following tasks are required by the Contractor when offboarding contractor personnel:

* + - When the Contractor is made aware of a departure of a contract-employee or the contract ends, the Contractor must notify the COR and CO immediately.
    - Complete the Offboarding Form for each contractor employee.
    - Submit a Help Desk ticket to disable the VA account(s)
    - Submit a request to disable remote access
    - Submit a request to disable TMS account(s)
    - Obtain the PIV card(s) and turn in the card to the PIV office or proof from the PIV office that the contractor-employee(s) has turned in their PIV card(s) for destruction if the contractor-employee is no longer with the VA.
    - Obtain the GFE, complete form VA-0887 prior to turning in the equipment to VACO / VA IT, have IT sign and date proof of equipment returned slip and send proof from their IT support to the COR showing the contractor-employee has turned in their GFE.
  1. **Transition of Services:**

The Contractor shall facilitate transition of services under this requirement to Government personnel or an incoming Contractor at the expiration of the task order(s). At the time the transition phase is exercised, the Contractor shall provide the following:

* + Location of ALL documentation performed under this requirement
  + Status of initiatives
  + Interaction to effect smooth transition
  + Schedules and milestones

The transition phase shall commence the day following contract expiration for thirty (30) calendar days using FAR 52.237-3 Continuity of Services.

The objectives of the Transition Plan are:

* To minimize the impacts on continuity of operations
* To maintain communications with staff and affected stakeholders.
* To Identify key issues
* To overcome barriers to transition

The Contractor shall establish a transition management team capable of providing overall management and logistical support of all transition activities. The Contractor shall report status to the Program Manager, Contracting Officer Representative, and Contracting Officer on a weekly basis via written reports. Additionally, the Contractor shall convene a transition-out lessons learned meeting in which they will provide a transition status report. The purpose of the meeting is to review the key challenges, risks, and any successes realized during each of the project phases, and to present any final recommendations to the Government. The transition-out lessons learned meeting shall take place No Later Than 10 days prior to the expiration of the TO and include a detailed write up of meeting minutes and final recommendations. The transfer meeting shall address all aspects of the engagement in order to ensure that existing institutional knowledge is shared with the onboarding Contractor team, or Government personnel, in order to continue the work associated with this TO while using the plans and other tools that have been developed under this TO.

1. **SECURITY ISSUES AND ACCESS** 
   1. **General**: Department of Veterans Affairs Medical Centers are Federal Government Facilities. A personnel background investigation (BI) shall be processed, sent to the Contracting Officer and respective COR, prior to contractor personnel start dates. The PIV card will not be issued until the background checks are completed and approved by the Security Investigation Center (SIC). The PIV card is required for access to the Government computer databases. Failure of the Contractor to provide a complete application for each contractor employee may result in termination of the contract for cause.
   2. **Security Identification Badges:** Contract employees shall comply with their assigned location’s identification and access requirements. The Contractor is responsible for absences of contract employees due to expired or lost identification and access documents. The badge must display the full name, title and if required by the (HRSO) the words “Contractor” in front. Contractor/Contract employees shall turn in all identification badges to the Contracting Officer, or designated representative upon termination of their services under the contract. The Contractor shall be responsible for the replacement cost of lost or non-returned Identification (PIV) cards.
   3. **Security**: All Contractors and contractor personnel shall be subject to the same Federal security and privacy laws, regulations, standards, and VA policies, including the Privacy Act, 5 U.S.C. 552a, and VA personnel, regarding information and information system security. Contractors shall follow policies and procedures outlined in VA Directive 6500, Information Security Program which is available at: <http://www.va.gov/vapubs/> and its handbooks to ensure appropriate security controls are in place. All contractor personnel requiring access to VA computer networks are required to complete VA’s Information Security and Privacy Awareness Training annually.
   4. **Confidentiality**: Contractor personnel who obtain access to hardware, software, or media, which may manipulate or store any sensitive information, that is protected under 38 USC 4132 or 3305, as defined by the Department of Veterans Affairs, must not access information unless absolutely necessary to perform their contractual duties. Disclosure of any sensitive data obtained during performance of assigned duties under this contract is prohibited. Violation of these statutory provisions may involve imposition of criminal penalties. Contractor is considered to be a VA Contractor for purposes of Privacy Act, Title 5 U.S.C. 552a.
   5. **HIPAA:** The Contractor shall abide by the Standards for Privacy of Individually Identifiable Health Information of the Health Insurance Portability and Accountability Act (HIPAA), Public Law 104-01. The Contractor shall not use or further disclose Protected Health Information other than as permitted or required by the contract or as required by Law. The Contractor shall use appropriate safeguards to prevent use or disclosure of the Protected Health Information. The Contractor shall mitigate, to the extent practicable, any harmful effect that is known to the Contractor of a use or disclosure of Protected Health Information by the Contractor in violation of the requirements of this contract. The Contractor shall report to the Government any use or disclosure of the Protected Health Information not provided for by this Contract. The Contractor shall document, in a time and manner designated by the Government, any disclosure of Protected Health Information as would be required for the Government to respond to a request by an individual for an accounting of disclosure of Protected Health Information.
   6. **Removal of Personnel at Government Request**: The Government may request removal (permanent or temporary) of contract personnel for security, safety, or health reasons, upon discovery of fraudulent resume documentation, or when contractor personnel behave in an unprofessional manner that would be considered unacceptable by a reasonable person. The Contractor shall provide a sufficiently detailed qualification summary/resume of proposed personnel for Government coordination prior to replacing/substituting personnel under these circumstances.

End of PWS

# SECTION C - CONTRACT CLAUSES

## C.1 FSS RFQ INTRODUCTORY LANGUAGE

The terms and conditions of the contractor's FSS contract (including any contract modifications) apply to all task or delivery orders issued under the contract as a result of this RFQ. When a lower price has been established, or when the delivery terms, FOB terms, or ordering requirements have been modified by the task/delivery order, those modified terms will apply to all purchases made pursuant to it and take precedence over the FSS contract. Any unique terms and conditions of a order issued under the contract that are not a part of the applicable FSS contract will govern. In the event of an inconsistency between the terms and conditions of a task/delivery order and the Contractor's FSS terms, other than those identified above, the terms of the FSS contract will take precedence.

## C.2 VAAR 852.201-70 CONTRACTING OFFICER'S REPRESENTATIVE (DEC 2022)

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 letter shall be furnished to the Contractor.

(End of Clause)

## C.3 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.4 VAAR 852.211-76 LIQUIDATED DAMAGES – REIMBURSEMENT FOR DATA BREACH COSTS (FEB 2023) ALTERNATE I (FEB 2023)

(a) *Definition*. As used in this clause, ‘‘contract’’ means any contract, agreement, order or other instrument and encompasses the definition set forth in FAR 2.101.

(b) *Non-disclosure requirements*. As a condition of performance under a contract, order, agreement, or other instrument that requires access to sensitive personal information as defined in VAAR 802.101, the following is expressly required—

(1) The Contractor, subcontractor, their employees or business associates shall not, directly or through an affiliate or employee of the Contractor, subcontractor, or business associate, disclose sensitive personal information to any other person unless the disclosure is lawful and is expressly permitted under the contract; and

(2) The Contractor, subcontractor, their employees or business associates shall immediately notify the Contracting Officer and the Contracting Officer’s Representative (COR) of any security incident that occurs involving sensitive personal information.

(c) *Liquidated damages*. If the Contractor or any of its agents fails to protect VA sensitive personal information or otherwise engages in conduct which results in a data breach, the Contractor shall, in place of actual damages, pay to the Government liquidated damages of [] per affected individual in order to cover costs related to the notification, data breach analysis and credit monitoring. In the event the Contractor provides payment of actual damages in an amount determined to be adequate by the Contracting Officer, the Contracting Officer may forgo collection of liquidated damages.

(d) *Purpose of liquidated damages*. Based on the results from VA’s determination that there was a data breach caused by Contractor’s or any of its agents’ failure to protect or otherwise engaging in conduct to cause a data breach of VA sensitive personal information, and as directed by the Contracting Officer, 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 the following:

(1) Notification related costs.

(2) Credit monitoring reports.

(3) Data breach analysis and impact.

(4) Fraud alerts.

(5) Identity theft insurance.

(e) *Relationship to termination clause, if applicable*. If the Government terminates this contract in whole or in part under the Termination for cause paragraph, FAR 52.212–4(m), Contract Terms and Conditions—Commercial Products and Commercial Services, the Contractor is liable for damages accruing until the Government reasonably obtains delivery or performance of similar supplies or services. These damages are in addition to costs of repurchase as may be required under the Termination clause.

(End of Clause)

## C.5 VAAR 852.219-73 VA NOTICE OF TOTAL SET-ASIDE FOR CERTIFIED SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESSES (JAN 2023) (DEVIATION)

(a) *Definition*. for the Department of Veterans Affairs, ‘‘*Service-disabled Veteran-owned small business concern or SDVOSB’’*:

(1) Means a small business concern—

(i) Not less than 51 percent of which is owned by one or more service-disabled Veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled Veterans or eligible surviving spouses (see VAAR 802.201, Surviving Spouse definition);

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

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

(iv) The business has been certified for ownership and control pursuant to 38 U.S.C. 8127, 13 CFR 128, and is listed as certified in the SBA certification database at [*https://veterans.certify.sba.gov/*](https://veterans.certify.sba.gov/); and

(v) The business agrees to comply with VAAR subpart 819.70 and Small Business Administration (SBA) regulations regarding small business size, government contracting, and the Veteran Small Business Certification Program at 13 CFR parts 121, 125, and 128.

(2) The term ‘‘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).

(3) The term ‘‘small business concern’’ has the meaning given that term under section 3 of the Small Business Act (15 U.S.C. 632).

(4) The term ‘‘small business concern owned and controlled by Veterans with service-connected disabilities’’ has the meaning given the term ‘‘*small business concern owned and controlled by service-disabled veterans*’’ under section 3(q)(2) of the Small Business Act (15 U.S.C. 632(q)(2)).

(5) The term *“SDVOSB participant”* or *certified SDVOSB* means a small business that has been certified in the SBA Veteran Small Business Certification Program and listed in the SBA certification database (see 13 CFR 128.102).

(b) *General*. In order for a concern to submit an offer and be eligible for the award of an SDVOSB set-aside or sole source contract, the concern must qualify as a small business concern under the size standard corresponding to the NAICS code assigned to the contract and be listed as an SDVOSB participant in the SBA certification database as set forth in 13 CFR 128.

(1) Offers received from entities that are not certified SDVOSBs and listed in the SBA certification database at the time of offer shall not be considered.

(2) Any award resulting from this solicitation shall be made to a certified SDVOSB listed in the SBA certification database who is eligible at the time of submission of offer(s) and at the time of award.

(3) The requirements in this clause apply to any contract, order or subcontract where the firm receives a benefit or preference from its designation as an SDVOSB, including set-asides, sole source awards, and evaluation preferences.

(c) *Representation*. Pursuant to 38 U.S.C. 8127(e), only certified SDVOSBs listed in the SBA certification database are considered eligible to receive award of a resulting contract. By submitting an offer, the prospective contractor represents that it is an eligible and certified SDVOSB as defined in this clause, 13 CFR 121, 125, and 128, and VAAR subpart 819.70.

(d) *Agreement*/*LOS certification.* When awarded a contract action, including orders under multipleaward contracts, an SDVOSB agrees that in the performance of the contract, the SDVOSB shall comply with requirements in VAAR subpart 819.70 and SBA regulations on small business size, and government contracting programs at 13 CFR part 121 and part 125, including the non-manufacturer rule and limitations on subcontracting (LOS) requirements in 13 CFR 121.406(b) and 13 CFR 125.6. For the purpose of limitations on subcontracting, only certified SDVOSBs listed in the SBA certification database (including independent contractors) shall be considered eligible and/or ‘‘similarly situated’’ (i.e., a firm that has the same small business program status as the prime contractor). An otherwise eligible firm further agrees to comply with the required LOS certification requirements in this solicitation (see 852.219–75 or 852.219–76 as applicable). These requirements are summarized as follows:

(1) *Services*. In the case of a contract for services (except construction), the SDVOSB prime contractor will not pay more than 50% of the amount paid by the government to the prime for contract performance to firms that are not certified SDVOSBs listed in the SBA certification database (excluding direct costs to the extent they are not the principal purpose of the acquisition and the SDVOSB/ VOSB does not provide the service, such as airline travel, cloud computing services, or mass media purchases). When a contract includes both services and supplies, the 50 percent limitation shall apply only to the service portion of the contract.

(2) *Supplies/products*.

(i) In the case of a contract for supplies or products (other than from a non-manufacturer of such supplies), the SDVOSB prime contractor will not pay more than 50% of the amount paid by the government to the prime for contract performance, excluding the cost of materials, to firms that are not certified SDVOSBs listed in the SBA certification database. When a contract includes both supply and services, the 50 percent limitation shall apply only to the supply portion of the contract.

(ii) In the case of a contract for supplies from a non-manufacturer, the SDVOSB prime contractor will supply the product of a domestic small business manufacturer or processor, unless a waiver as described in 13 CFR 121.406(b)(5) has been granted. Refer to 13 CFR 125.6(a)(2)(ii) for guidance pertaining to multiple item procurements.

(3) *General construction*. In the case of a contract for general construction, the SDVOSB prime contractor will not pay more than 85% of the amount paid by the government to the prime for contract performance, excluding the cost of materials, to firms that are not certified SDVOSBs listed in the SBA certification database.

(4) *Special trade construction contractors*. In the case of a contract for special trade contractors, no more than 75% of the amount paid by the government to the prime for contract performance, excluding the cost of materials, may be paid to firms that are not certified SDVOSBs listed in the SBA certification database.

(5) *Subcontracting*. An SDVOSB subcontractor must meet the NAICS size standard assigned by the prime contractor and be certified and listed in the SBA certification database to count as similarly situated. Any work that a first tier SDVOSB subcontractor further subcontracts will count towards the percent of subcontract amount that cannot be exceeded. For supply or construction contracts, the cost of materials is excluded and not considered to be subcontracted. When a contract includes both services and supplies, the 50 percent limitation shall apply only to the portion of the contract with the preponderance of the expenditure upon which the assigned NAICS is based. For information and more specific requirements, refer to 13 CFR 125.6.

(e) *Required limitations on subcontracting compliance measurement period*. An SDVOSB shall comply with the limitations on subcontracting as follows:

[] By the end of the base term of the contract or order, and then by the end of each subsequent option period; or

[X] By the end of the performance period for each order issued under the contract.

(f) *Joint ventures*. A joint venture may be considered eligible as an SDVOSB if the joint venture complies with the requirements in 13 CFR 128.402 and the managing joint venture partner makes the representations under paragraph (c) of this clause. A joint venture agrees that, in the performance of the contract, the applicable percentage specified in paragraph (d) of this clause will be performed by the aggregate of the joint venture participants.

(g) *Precedence*. The VA Veterans First Contracting Program, as defined in VAAR 802.101, subpart 819.70, and this clause, takes precedence over any inconsistencies between the requirements of the SBA Veteran Small Business Certification Program and the VA Veterans First Contracting Program.

(h) *Misrepresentation*. Pursuant to 38 U.S.C. 8127(g), any business concern, including all its principals, that is determined by VA to have willfully and intentionally misrepresented a company’s SDVOSB status is subject to debarment from contracting with the Department for a period of not less than five years (see VAAR 809.406–2 Causes for Debarment).

(End of Clause)

## C.6 VAAR 852.219-75 VA NOTICE OF LIMITATIONS ON SUBCONTRACTING—CERTIFICATE OF COMPLIANCE FOR SERVICES AND CONSTRUCTION (JAN 2023) (DEVIATION)

(a) Pursuant to 38 U.S.C. 8127(l)(2), the offeror certifies that—

(1) If awarded a contract (see FAR 2.101 definition), it will comply with the limitations on subcontracting requirement as provided in the solicitation and the resultant contract, as follows:

(i) [X] *Services*. In the case of a contract for services (except construction), the contractor will not pay more than 50% of the amount paid by the government to it to firms that are not certified SDVOSBs listed in the SBA certification database as set forth in 852.219–73 or certified VOSBs listed in the SBA certification database as set forth in 852.219–74. Any work that a similarly situated certified SDVOSB/VOSB subcontractor further subcontracts will count towards the 50% subcontract amount that cannot be exceeded. Other direct costs may be excluded to the extent they are not the principal purpose of the acquisition and small business concerns do not provide the service as set forth in 13 CFR 125.6.

(ii) [] *General construction*. In the case of a contract for general construction, the contractor will not pay more than 85% of the amount paid by the government to it to firms that are not certified SDVOSBs listed in the SBA certification database as set forth in 852.219–73 or certified VOSBs listed in the SBA certification database as set forth in 852.219–74. Any work that a similarly situated certified SDVOSB/VOSB subcontractor further subcontracts will count towards the 85% subcontract amount that cannot be exceeded. Cost of materials are excluded and not considered to be subcontracted.

(iii) [] *Special trade construction contractors*. In the case of a contract for special trade contractors, the contractor will not pay more than 75% of the amount paid by the government to it to firms that are not certified SDVOSBs listed in the SBA certification database as set forth in 852.219–73 or certified VOSBs listed in the SBA certification database as set forth in 852.219–74. Any work that a similarly situated certified SDVOSB/VOSB subcontractor further subcontracts will count towards the 75% subcontract amount that cannot be exceeded. Cost of materials are excluded and not considered to be subcontracted.

(2) The offeror acknowledges that this certification concerns a matter within the jurisdiction of an Agency of the United States. The offeror further acknowledges that this certification is subject to Title 18, United States Code, Section 1001, and, as such, a false, fictitious, or fraudulent certification may render the offeror subject to criminal, civil, or administrative penalties, including prosecution.

(3) If VA determines that an SDVOSB/ VOSB awarded a contract pursuant to 38 U.S.C. 8127 did not act in good faith, such SDVOSB/VOSB shall be subject to any or all of the following:

(i) Referral to the VA Suspension and Debarment Committee;

(ii) A fine under section 16(g)(1) of the Small Business Act (15 U.S.C. 645(g)(1)); and

(iii) Prosecution for violating 18 U.S.C. 1001.

(b) The offeror represents and understands that by submission of its offer and award of a contract it may be required to provide copies of documents or records to VA that VA may review to determine whether the offeror complied with the limitations on subcontracting requirement specified in the contract. Contracting officers may, at their discretion, require the contractor to demonstrate its compliance with the limitations on subcontracting at any time during performance and upon completion of a contract if the information regarding such compliance is not already available to the contracting officer. Evidence of compliance includes, but is not limited to, invoices, copies of subcontracts, or a list of the value of tasks performed.

(c) The offeror further agrees to cooperate fully and make available any documents or records as may be required to enable VA to determine compliance with the limitations on subcontracting requirement. The offeror understands that failure to provide documents as requested by VA may result in remedial action as the Government deems appropriate.

(d) Offeror completed certification/fill-in required. The formal certification must be completed, signed and returned with the offeror’s bid, quotation, or quote. The Government will not consider offers for award from offerors that do not provide the certification, and all such responses will be deemed ineligible for evaluation and award.

Certification

I hereby certify that if awarded the contract, [insert name of offeror] will comply with the limitations on subcontracting specified in this clause and in the resultant contract. I further certify that I am authorized to execute this certification on behalf of [insert name of offeror].

Printed Name of Signee: \_\_\_\_\_\_\_\_\_\_\_

Printed Title of Signee: \_\_\_\_\_\_\_\_\_\_\_\_\_

Signature: \_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_

Company Name and Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(End of Clause)

## C.7 VAAR 852.228-71 INDEMNIFICATION AND INSURANCE (MAR 2018)

(a) *Indemnification*. The Contractor expressly agrees to indemnify and save the Government, its officers, agents, servants, and employees harmless from and against any and all claims, loss, damage, injury, and liability, however caused, resulting from, arising out of, or in any way connected with the performance of work under this contract. Further, it is agreed that any negligence or alleged negligence of the Government, its officers, agents, servants, and employees, shall not be a bar to a claim for indemnification unless the act or omission of the Government, its officers, agents, servants, and employees is the sole, competent, and producing cause of such claims, loss, damage, injury, and liability. At the option of the Contractor, and subject to the approval by the Contracting Officer, insurance coverage may be employed as guaranty of indemnification.

(b) *Insurance*. Satisfactory insurance coverage is a condition precedent to award of this contract. In general, a successful bidder must present satisfactory evidence of full compliance with State and local requirements, or those below stipulated, whichever are the greater. More specifically, workers’ compensation and employer’s liability coverage will conform to applicable State law requirements for the service defined, whereas general liability and automobile liability of comprehensive type shall, in the absence of higher statutory minimums, be required in the amounts per vehicle used of not less than $200,000 per person and $500,000 per occurrence for bodily injury and $20,000 per occurrence for property damage. State-approved sources of insurance coverage ordinarily will be deemed acceptable to the Department of Veterans Affairs, subject to timely certifications by such sources of the types and limits of the coverages afforded by the sources to the bidder.

(End of Clause)

## C.8 VAAR 852.232-72 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS (NOV 2018)

As prescribed in 832.7001-2, insert the following clause:

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.9 SUPPLEMENTAL INSURANCE REQUIREMENTS

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

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

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

(End of clause)

## C.10 VAAR 852.237-74 NON-DISCRIMINATION IN SERVICE DELIVERY (OCT 2019)

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.11 VAAR 852.242-71 ADMINISTRATIVE CONTRACTING OFFICER (OCT 2020)

The Contracting Officer reserves the right to designate an Administrative Contracting Officer (ACO) for the purpose of performing certain tasks/duties in the administration of the contract. Such designation will be in writing through an ACO Letter of Delegation and will identify the responsibilities and limitations of the ACO. A copy of the ACO Letter of Delegation will be furnished to the Contractor.

(End of Clause)

## C.12 IT CONTRACT SECURITY

VA INFORMATION AND INFORMATION SYSTEM SECURITY/PRIVACY (VA Handbook 6500.6 Appendix C)

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

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.

**3**. **VA INFORMATION CUSTODIAL LANGUAGE**

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

b. VA information should not be co-mingled, if possible, with any other data on the contractors/subcontractor's information systems or media storage systems in order to ensure VA requirements related to data protection and media sanitization can be met. 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 are in compliance with VA directive requirements.

c. Prior to termination or completion of this contract, contractor/ subcontractor must not destroy information received from VA, or gathered/ created by the contractor in the course of performing this contract without prior written approval by the VA. 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 ad 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 contact.

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. 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.

h. 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 tow 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.

**SECTIONS 4 and 5 DO NOT APPLY**

**The Certification and Accreditation (C & A) requirements do not apply to this contract, and a Security Accreditation Package is not required.**

**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 in light of the degree of protection for the data, e.g., unencrypted, plain text;

(6) Amount of time the data has been out of VA control;

(7) The likelihood that the sensitive personal information will or has been compromised (made accessible to and usable by unauthorized persons);

(8) Known misuses of data containing sensitive personal information, if any;

(9) Assessment of the potential harm to the affected individuals;

(10) Data breach analysis as outlined in 6500.2 Handbook, Management of Security and Privacy Incidents, as appropriate; and

(11) Whether credit protection services may assist record subjects in avoiding or mitigating the results of identity theft based on the sensitive personal information that may have been compromised.

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

(1) Notification;

(2) One year of credit monitoring services consisting of automatic daily monitoring of at least 3 relevant credit bureau reports;

(3) Data breach analysis;

(4) Fraud resolution services, including writing dispute letters, initiating fraud alerts and credit freezes, to assist affected individuals to bring matters to resolution;

(5) One year of identity theft insurance with $20,000.00 coverage at $0 deductible; and

(6) Necessary legal expenses the subjects may incur to repair falsified or damaged credit records, histories, or financial affairs.

**8**. **SECURITY CONTROLS COMPLIANT TESTING**

On a periodic basis, VA, including the Office of Inspector General, reserves the right to evaluate any or all of the security controls and privacy practices implemented by the contractor under the clauses contained within the contract. With 1- 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 sorter 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 such time as the training and documents are complete.

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

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

https://www.acquisition.gov/browse/index/far

https://www.va.gov/oal/library/vaar/

(End of Clause)

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| **FAR Number** | **Title** | **Date** |
| 52.204-13 | SYSTEM FOR AWARD MANAGEMENT MAINTENANCE | OCT 2018 |
| 852.204-70 | PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL | MAY 2020 |

## C.14 MANDATORY WRITTEN DISCLOSURES

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

## C.15 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS—COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (JUN 2023)

(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 products and commercial services:

(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 (NOV 2021) (Section 1634 of Pub. L. 115–91).

(3) 52.204–25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (NOV 2021) (Section 889(a)(1)(A) of Pub. L. 115–232).

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

(5) 52.232–40, Providing Accelerated Payments to Small Business Subcontractors (MAR 2023) (31 U.S.C. 3903 and 10 U.S.C. 3801).

(6) 52.233-3, Protest After Award (Aug 1996) (31 U.S.C. 3553).

(7) 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 products and commercial services:

[**X**] (1) 52.203–6, Restrictions on Subcontractor Sales to the Government (JUN 2020), with Alternate I (NOV 2021) (41 U.S.C. 4704 and 10 U.S.C. 4655).

[**X**] (2) 52.203–13, Contractor Code of Business Ethics and Conduct (NOV 2021) (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.)

[**X**] (4) 52.204–10, Reporting Executive Compensation and First-Tier Subcontract Awards (JUN 2020) (Pub. L. 109–282) (31 U.S.C. 6101 note).

[] (5) [Reserved]

[**X**] (6) 52.204–14, Service Contract Reporting Requirements (OCT 2016) (Pub. L. 111–117, section 743 of Div. C).

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

[**X**] (8) [52.204-27](https://www.acquisition.gov/far/52.204-27#FAR_52_204_27), Prohibition on a ByteDance Covered Application (Jun 2023) (Section 102 of Division R of Pub. L. 117-328).

[**X**] (9) 52.209–6, Protecting the Government’s Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (NOV 2021) (31 U.S.C. 6101 note).

[**X**] (10) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (Oct 2018) (41 U.S.C. 2313).

[] (11) [Reserved]

[] (12) 52.219–3, Notice of HUBZone Set-Aside or Sole-Source Award (OCT 2022) (15 U.S.C. 657a).

[] (13) 52.219–4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (OCT 2022) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

[] (14) [Reserved]

[**X**] (15)(i) 52.219-6, Notice of Total Small Business Set-Aside (NOV 2020) (15 U.S.C. 644).

[] (ii) Alternate I (MAR 2020) of 52.219-6.

[] (16)(i) 52.219-7, Notice of Partial Small Business Set-Aside (NOV 2020) (15 U.S.C. 644).

[] (ii) Alternate I (MAR 2020) of 52.219-7.

[**X**] (17) 52.219-8, Utilization of Small Business Concerns (OCT 2022) (15 U.S.C. 637(d)(2) and (3)).

[] (18)(i) 52.219–9, Small Business Subcontracting Plan (OCT 2022) (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 (JUN 2020) of 52.219–9.

[] (v) Alternate IV (SEP 2021) of 52.219–9.

[] (19)(i) 52.219-13, Notice of Set-Aside of Orders (MAR 2020) (15 U.S.C. 644(r)).

[] (ii) Alternate I (MAR 2020) of 52.219-13.

[] (20) 52.219–14, Limitations on Subcontracting (OCT 2022) (15 U.S.C. 657s).

[] (21) 52.219-16, Liquidated Damages—Subcontracting Plan (SEP 2021) (15 U.S.C. 637(d)(4)(F)(i)).

[] (22) 52.219–27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (OCT 2022) (15 U.S.C. 657f).

[**X**] (23) (i) 52.219–28, Post-Award Small Business Program Re-representation (MAR 2023) (15 U.S.C. 632(a)(2)).

[] (ii) Alternate I (MAR 2020) of 52.219–28.

[] (24) 52.219–29, Notice of Set-Aside for, or Sole-Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (OCT 2022) (15 U.S.C. 637(m)).

[] (25) 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 (OCT 2022) (15 U.S.C. 637(m)).

[] (26) 52.219-32, Orders Issued Directly Under Small Business Reserves (MAR 2020) (15 U.S.C. 644(r)).

[] (27) l(26) 52.219–33, Nonmanufacturer Rule (SEP 2021) (15 U.S.C. 657s).

[**X**] (28) 52.222-3, Convict Labor (June 2003) (E.O. 11755).

[] (29) 52.222–19, Child Labor—Cooperation with Authorities and Remedies (DEC 2022) (E.O. 13126).

[**X**] (30) 52.222-21, Prohibition of Segregated Facilities (APR 2015).

[**X**] (31)(i) 52.222–26, Equal Opportunity (SEP 2016) (E.O. 11246).

[] (ii) Alternate I (FEB 1999) of 52.222-26.

[**X**] (32)(i) 52.222–35, Equal Opportunity for Veterans (JUN 2020) (38 U.S.C. 4212).

[] (ii) Alternate I (JULY 2014) of 52.222-35.

[**X**] (33)(i) 52.222–36, Equal Opportunity for Workers with Disabilities (JUN 2020) (29 U.S.C. 793).

[] (ii) Alternate I (JULY 2014) of 52.222-36.

[**X**] (34) 52.222–37, Employment Reports on Veterans (JUN 2020) (38 U.S.C. 4212).

**[X**] (35) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496).

[**X**] (36)(i) 52.222-50, Combating Trafficking in Persons (NOV 2021) (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).

[**X**] (37) 52.222-54, Employment Eligibility Verification (MAY 2022). (E. O. 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial products or commercial services as prescribed in FAR 22.1803.)

[] (38)(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.)

[] (39) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (JUN 2016) (E.O. 13693).

[] (40) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (JUN 2016) (E.O. 13693).

[] (41)(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.

[] (42)(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.

[] (43) 52.223-15, Energy Efficiency in Energy-Consuming Products (MAY 2020) (42 U.S.C. 8259b).

[] (44)(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.

[**X**] (45) 52.223–18, Encouraging Contractor Policies to Ban Text Messaging While Driving (JUN 2020) (E.O. 13513).

[] (46) 52.223-20, Aerosols (JUN 2016) (E.O. 13693).

[] (47) 52.223-21, Foams (JUN 2016) (E.O. 13693).

[**X**] (48)(i) 52.224-3, Privacy Training (JAN 2017) (5 U.S.C. 552a).

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

[] (49)(i) 52.225-1, Buy American—Supplies (OCT 2022) (41 U.S.C. chapter 83).

[] (ii) Alternate I (OCT 2022) of 52.225–1.

[] (50)(i) 52.225-3, Buy American—Free Trade Agreements—Israeli Trade Act (DEC 2022) (19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, 19 U.S.C. chapter 29 (sections 4501-4732), Public Law 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 [Reserved].

[] (iii) Alternate II (DEC 2022) of 52.225-3.

[] (iv) Alternate III (JAN 2021) of 52.225-3.

[] (v) Alternate IV (OCT 2022) of 52.225-3.

[] (51) 52.225–5, Trade Agreements (DEC 2022) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

[**X**] (52) 52.225-13, Restrictions on Certain Foreign Purchases (FEB 2021) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

[] (53) 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. Subtitle A, Part V, Subpart G Note).

[] (54) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

[] (55) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

[**X**] (56) 52.229–12, Tax on Certain Foreign Procurements (FEB 2021).

[] (57) 52.232-29, Terms for Financing of Purchases of Commercial Products and Commercial Services (NOV 2021) (41 U.S.C. 4505, 10 U.S.C. 3805).

[] (58) 52.232-30, Installment Payments for Commercial Products and Commercial Services (NOV 2021) (41 U.S.C. 4505, 10 U.S.C. 3805).

[**X**] (59) 52.232-33, Payment by Electronic Funds Transfer—System for Award Management (Oct 2018) (31 U.S.C. 3332).

[] (60) 52.232-34, Payment by Electronic Funds Transfer—Other than System for Award Management (Jul 2013) (31 U.S.C. 3332).

[] (61) 52.232-36, Payment by Third Party (MAY 2014) (31 U.S.C. 3332).

[] (62) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).

[] (63) 52.242-5, Payments to Small Business Subcontractors (JAN 2017)(15 U.S.C. 637(d)(13)).

[] (64)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (NOV 2021) (46 U.S.C. 55305 and 10 U.S.C. 2631).

[] (ii) Alternate I (Apr 2003) of 52.247-64.

[] (iii) Alternate II (NOV 2021) 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 products and commercial services:

[] (1) 52.222-41, Service Contract Labor Standards (AUG 2018) (41 U.S.C. chapter 67).

[] (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

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[] (3) 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).

[] (4) 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).

[] (5) 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).

[] (6) 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).

[] (7) 52.222-55, Minimum Wages for Contractor Workers Under Executive Order 14026 (JAN 2022).

[] (8) 52.222-62, Paid Sick Leave Under Executive Order 13706 (JAN 2022) (E.O. 13706).

[] (9) 52.226–6, Promoting Excess Food Donation to Nonprofit Organizations (JUN 2020) (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, as defined in FAR 2.101, on the date of award of this contract, 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 products or commercial services. 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 (NOV 2021) (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 (NOV 2021) (Section 1634 of Pub. L. 115–91).

(iv) 52.204–25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (NOV 2021) (Section 889(a)(1)(A) of Pub. L. 115–232).

(v) (v) [52.204-27](https://www.acquisition.gov/far/52.204-27#FAR_52_204_27), Prohibition on a ByteDance Covered Application (Jun 2023) (Section 102 of Division R of Pub. L. 117-328).

(vi) 52.219–8, Utilization of Small Business Concerns (OCT 2022) (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 the applicable threshold specified in FAR 19.702(a) on the date of subcontract award, the subcontractor must include 52.219–8 in lower tier subcontracts that offer subcontracting opportunities.

(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 (JUN 2020) (38 U.S.C. 4212).

(x) 52.222–36, Equal Opportunity for Workers with Disabilities (JUN 2020) (29 U.S.C. 793).

(xi) 52.222–37, Employment Reports on Veterans (JUN 2020) (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 (NOV 2021) (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 (MAY 2022) (E. O. 12989).

(xviii) 52.222-55, Minimum Wages for Contractor Workers Under Executive Order 14026 (JAN 2022).

(xix) 52.222-62 Paid Sick Leave Under Executive Order 13706 (JAN 2022) (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. Subtitle A, Part V, Subpart G Note).

(xxii) 52.226–6, Promoting Excess Food Donation to Nonprofit Organizations (JUN 2020) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xxiii) 52.232–40, Providing Accelerated Payments to Small Business Subcontractors (MAR 2023) (31 U.S.C. 3903 and 10 U.S.C. 3801). Flow down required in accordance with paragraph (c) of 52.232–40.

(xxiv) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (NOV 2021) (46 U.S.C. 55305 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 products and commercial services a minimal number of additional clauses necessary to satisfy its contractual obligations.

# SECTION D - CONTRACT DOCUMENTS, EXHIBITS, OR ATTACHMENTS

See attached document: Attachment D.1 - Excel Price Schedule - Program Support Services.

See attached document: Attachment D.2 - Map of VA's NCOs and Addresses.

See attached document: Attachment D.3 - VAAR Clause 852.219-75.

See attached document: Attachment D.4 - Contractor ROB.

# SECTION E - SOLICITATION PROVISIONS

## E.1 52.204-24 REPRESENTATION REGARDING CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (NOV 2021)

The Offeror shall not complete the representation at paragraph (d)(1) of 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 paragraph (c)(1) in the provision at 52.204–26, Covered Telecommunications Equipment or Services—Representation, or in paragraph (v)(2)(i) of the provision at 52.212–3, Offeror Representations and Certifications–Commercial Products and Commercial Services. The Offeror shall not complete the representation in paragraph (d)(2) of this provision if the Offeror has represented that it ‘‘does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services’’ in paragraph (c)(2) of the provision at 52.204–26, or in paragraph (v)(2)(ii) of the provision at 52.212–3.

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

*Backhaul, covered telecommunications equipment or services, critical technology, interconnection arrangements, reasonable inquiry, roaming,* and *substantial or essential component* have the meanings provided in the clause 52.204–25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) *Prohibition*. (1) 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. Nothing in the prohibition shall be construed to—

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

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

(2) Section 889(a)(1)(B) 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, 2020, from entering into a contract or extending or renewing a contract with an entity that uses 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. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract. Nothing in the prohibition shall be construed to—

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot 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://www.sam.gov>) for entities excluded from receiving federal awards for “covered telecommunications equipment or services.”

(d) *Representations*. The Offeror represents that—

(1) 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. The Offeror shall provide the additional disclosure information required at paragraph (e)(1) of this section if the Offeror responds “will’’ in paragraph (d)(1) of this section; and

(2) After conducting a reasonable inquiry, for purposes of this representation, the Offeror represents that—

It [ ] does, [ ] does not use covered telecommunications equipment or services, or use any equipment, system, or service that uses covered telecommunications equipment or services. The Offeror shall provide the additional disclosure information required at paragraph (e)(2) of this section if the Offeror responds “does’’ in paragraph (d)(2) of this section.

(e) *Disclosures*. (1) Disclosure for the representation in paragraph (d)(1) of this provision. If the Offeror has responded “will’’ in the representation in paragraph (d)(1) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment—

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the original equipment manufacturer (OEM) or a distributor, if known);

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

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(ii) For covered services—

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the Product Service Code (PSC) of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(2) Disclosure for the representation in paragraph (d)(2) of this provision. If the Offeror has responded “does’’ in the representation in paragraph (d)(2) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment—

(A) 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);

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

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

(ii) For covered services—

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the PSC of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

(End of Provision)

## E.2 52.212-1 INSTRUCTIONS TO OFFERORS—COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (MAR 2023)

(a) *North American Industry Classification System (NAICS) code and small business size standard.* The NAICS code(s) and small business size standard(s) for this acquisition appear elsewhere in the solicitation. However, the small business size standard for a concern that submits an offer, other than on a construction or service acquisition, but proposes to furnish an end item that it did not itself manufacture, process, or produce is 500 employees, or 150 employees for information technology value-added resellers under NAICS code 541519, if the acquisition—

(1) Is set aside for small business and has a value above the simplified acquisition threshold;

(2) Uses the HUBZone price evaluation preference regardless of dollar value, unless the offeror waives the price evaluation preference; or

(3) Is an 8(a), HUBZone, service-disabled veteran-owned, economically disadvantaged women-owned, or women-owned small business set-aside or sole-source award regardless of dollar value.

(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 Federal Acquisition Regulation (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) 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 FAR subpart 4.10), or alternative commercial products or commercial services 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/>);

(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 that exceed the micro-purchase threshold, and offers at or below the micro-purchase threshold 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 FAR subpart 32.11) for the same entity. If the Offeror does not have a unique entity identifier, it should contact the entity designated at [www.sam.gov](https://www.sam.gov/SAM/) for unique entity identifier establishment directly to obtain one. The Offeror should indicate that it is an offeror for a Government contract when contacting the entity designated at [www.sam.gov](https://www.sam.gov/SAM/) 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.

(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 products, the make and model of the product 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 PRODUCTS AND COMMERCIAL SERVICES

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

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

The Government will award a fixed price task order to the responsible Federal Supply Schedule holder and offeror whose quote conforming to the solicitation represents the best value to the Government.

This is not a new requirement; the incumbent contractor is Veterans Management Services Inc (VMSI).

This is a commercial service acquisition under the authority of FAR Part 12 (Acquisition of Commercial Products and commercial Services) and FAR Part 8 (Contracting by Negotiation).

This is a Service Disabled, Veteran Owned Small Business (SDVOSB) set-aside. Offerors shall identify themselves as a Service Disabled, Veteran Owned Small Business. All SDVOSB businesses must be registered, verified, and certified in the SBA certification database at <https://veterans.certify.sba.gov/> at time of quote submission and at time of award. All SDVOSB offerors must also meet federal small business size standards for the NAICS code assigned to this solicitation at both time of quote submission and at time of award.

**Submission of Questions:**

Questions concerning the solicitation are due by 10:00 a.m. Central Time (CT), Thursday, September 15, 2023. Only questions received by email will be considered. All questions shall be submitted via email directly to [Lenny.Flagg@va.gov](mailto:Lenny.Flagg@va.gov) and reference RFP 36C77623Q518 - Program Support Services in the subject line of your email.

**Submission of Quotes:**

Offers/quotes shall be submitted electronically via email and received no later than 1:00 p.m., Central Time (CT), Wednesday, September 21, 2023. Offers received after this time will not be considered for award. All quotes shall be submitted via email directly to [Lenny.Flagg@va.gov](mailto:Lenny.Flagg@va.gov) and [Stephen.Bradny@va.gov](mailto:Stephen.Bradny@va.gov). Quotes received via **Facsimile** (fax), U.S. Mail, FedEx or UPS will not be accepted.

Offeror shall make pricing and terms valid for a minimum of 120 calendar days from the solicitation closing date appearing in block 8 of the SF1449.

All quote preparation costs will be at the sole responsibility of the Offeror. The Government will not reimburse any firm for their quote preparation costs.

This part describes the precise mechanism for evaluating and selecting offers for this procurement for:

* To assure timely and equitable evaluation of quotes, offerors must follow the instructions contained herein. Quotes must be complete, self-sufficient, and respond directly to the requirements of this solicitation. Offerors are required to meet all solicitation requirements. The Government reserves the right to make a final determination on a quote’s acceptability/unacceptability solely on the basis of the quote submitted and to proceed without requesting additional information. Failure to meet a requirement may result in an offer being removed from consideration for award.
* Offerors must provide all requested information for each factor. Quotes must address each element of the factors as applicable to be considered responsive to this solicitation. Factor headings should be highlighted in yellow or typed in bold text for identification. It is the offeror’s responsibility to ensure the submitted quote is in the proper format and the provided information is clear and free of ambiguities.
* Offeror’s quote should contain the offeror’s best terms from a price standpoint. Offerors are cautioned to submit sufficient information and, in the format, specified in the quote instructions. Communication conducted to resolve minor or clerical errors would not constitute discussions and the Contracting Officer reserves the right to award a contract without the opportunity for quote revisions or discussions.

**Quote Format and Content:**

Cover letter. The following introductory information (any type of format is acceptable) shown below is required in the cover letter (first page) of an offer. The cover letter must also give a brief history of the company along with a summary of years and types of services provided to federal agencies. An offeror must have six (6) or more years of experience in providing acquisition, procurement, and professional support services to federal agencies.

* Solicitation Number;
* Name and address of Contractor;
* Name, telephone number and email address of your point-of-contact;
* Name of your contract administration office (if available);
* Date of submission;
* Name, title, and signature of authorized representative;
* DUNS Number, SAM UEI number, and Cage code;
* Taxpayer Identification Number;
* Brief history of the company; and
* Summary of years and types of services provided to federal agencies.
* List any Teaming Arrangements / subcontractor / Joint Ventures

Quotes should be typed on size 8.5 by 11-inch paper. Pages shall be single-spaced, with at least .8 inch margins on the top, bottom, and sides.

Except for the reproduced sections of the solicitation document, the text size shall be no less than 12 point. Pages shall be numbered sequentially by section.

Tables, charts, graphs, diagrams, and figures shall be used wherever practical to depict organizations, systems and layout, implementation schedules, plans, etc. These displays shall be uncomplicated, legible and shall not exceed 8.5 by 11 inches in size. Elaborate brochures or documentation, detailed artwork, or other embellishments are not required, and neither are they desired.

The Price submission (Microsoft Excel format – limit 1 page or pages 5-7 of the solicitation) shall include at a minimum, an Hourly Rate expressed with no more than two decimal places for cents.

Past performance is not an evaluation factor for this procurement and, therefore, an Offeror’s past performance will not be evaluated. Past performance will be reviewed as part of the Contracting Officer’s responsibility of determination prior to contract award in accordance with FAR Part 9.104-1."

The Offeror’s technical capability statement must be described in sufficient detail as to reflect a clear understanding of the requirements and demonstrate the ability to meet and/or exceed the requirements presented in the PWS (filling the positions with qualified personnel within 40 days of award, replacing personnel within 14 days of their departure, and ability to retain personnel). The technical proposal must describe the means and methods for accomplishing the activities and deliverables described in the PWS along with the Offeror’s methods of filling the positions and retaining contractor employees for the life of the contract. The quote must also reflect that the offeror has at least six years of experience in providing professional support services to federal agencies. The ten-page limit does not include the cover letter or price schedule.

The Contractor shall prepare the response as set forth in the Table below. The titles and contents of the sections shall be as defined in the table, all of which shall be within the required page limits and with the number of copies specified. Pages exceeding this page limitation set forth will not be read or evaluated.

To assure timely and equitable evaluation of Quotes, Offerors must follow the instructions contained herein. Offerors are required to meet all solicitation requirements, including terms and conditions, representations and certifications, and technical requirements, in addition to those identified as evaluation factors. Failure to meet a requirement may result in an offer being ineligible for award.

|  |  |  |
| --- | --- | --- |
| **Documents** | **Page Limit** | **# of Copies** |
| Cover Letter | Up to 4 pages | One (1) copy; May be either in PDF or MS Word format |
| Standard Form (SF) 1449, page 1 of the solicitation and any amendments. | Page 1 of the solicitation and if applicable, page 1 of each amendment | One (1) completed and signed copy of each (solicitation and if applicable, amendments |
| Technical Ability /Approach | Up to 10 pages (single-side print only); excludes cover letter, SF1449, amendments, price schedule | One (1) copy submitted and labeled.  May be either in PDF or MS Word format |
| Price Schedule | One page as an Excel spreadsheet. | One (1) Excel or PDF copy |

## E.4 52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS—COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (DEC 2022)

The Offeror shall complete only paragraph (b) of this provision if the Offeror has completed the annual representations and certification electronically in the System for Award Management (SAM) accessed through [*https://www.sam.gov*](https://www.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 127, and the concern is identified by SBA or an approved third-party certifier in accordance with 13 CFR 127.300. 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.

*Reasonable inquiry* has the meaning provided in the clause 52.204–25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

*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*—

(1) Means a concern, including its affiliates, that is independently owned and operated, not dominant in its field of operation, and qualified as a small business under the criteria in 13 CFR part 121 and size standards in this solicitation.

(2) *Affiliates*, as used in this definition, means business concerns, one of whom directly or indirectly controls or has the power to control the others, or a third party or parties control or have the power to control the others. In determining whether affiliation exists, consideration is given to all appropriate factors including common ownership, common management, and contractual relationships. SBA determines affiliation based on the factors set forth at 13 CFR 121.103.

*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, and the concern is certified by SBA or an approved third-party certifier in accordance with 13 CFR 127.300.

(b)(1) Annual Representations and Certifications. Any changes provided by the Offeror in paragraph (b)(2) of this provision do not automatically change the representations and certifications in SAM.

(2) The offeror has completed the annual representations and certifications electronically in SAM accessed through [*http://www.sam.gov*](http://www.sam.gov). After reviewing SAM information, the Offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR 52.212–3, Offeror Representations and Certifications—Commercial Products and Commercial Services, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard(s) applicable to the NAICS code(s) 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 is for supplies to be delivered or services to be performed in the United States or its outlying areas, or when the contracting officer has applied part 19 in accordance with 19.000(b)(1)(ii). Check all that apply.

(1) *Small business concern*. The offeror represents as part of its offer that—

(i) It [ ] is, [ ] is not a small business concern; or

(ii) It [ ] is, [ ] is not a small business joint venture that complies with the requirements of 13 CFR 121.103(h) and 13 CFR 125.8(a) and (b). [*The offeror shall enter the name and unique entity identifier of each party to the joint venture: \_\_\_*\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.]

(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—

(i) It [ ] is, [ ] is not a service-disabled veteran-owned small business concern; or

(ii) It [ ] is, [ ] is not a joint venture that complies with the requirements of 13 CFR 125.18(b)(1) and (2). [*The offeror shall enter the name and unique entity identifier of each party to the joint venture: \_\_\_*\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.] Each service-disabled veteran-owned small business concern participating in the joint venture shall provide representation of its service-disabled veteran-owned small business concern status.

(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 join venture 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 it [ ] is, [ ] is not a joint venture that complies with the requirements of 13 CFR 127.506(a) through (c). [*The offeror shall enter the name and unique entity identifier of each party to the joint venture: \_\_\_*\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.]

(7) *Economically disadvantaged women-owned small business (EDWOSB) joint venture*. The offeror represents that it [ ] is, [ ] is not a joint venture that complies with the requirements of 13 CFR part 127.506(a) through (c). [*The offeror shall enter the name and unique entity identifier of each party to the joint venture: \_\_\_*\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.]

*Note to Paragraphs (c)(8) and (9):* Complete paragraphs (c)(8) and (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, as having been certified by SBA as a HUBZone small business concern in the Dynamic Small Business Search and SAM, and will attempt to maintain an employment rate of HUBZone residents of 35 percent of its employees during performance of a HUBZone contract (see 13 CFR 126.200(e)(1)); and

(ii) It [ ] is, [ ] is not a HUBZone joint venture that complies with the requirements of 13 CFR Part 126.616(a) through (c). [*The offeror shall enter the name and unique entity identifier of each party to the joint venture: \_\_\_*\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.] Each HUBZone small business concern participating in the HUBZone joint venture shall provide representation of its HUBZone status.

(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)(i) The Offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that each domestic end product listed in paragraph (f)(3) of this provision contains a critical component.

(ii) The Offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products. For those foreign end products that do not consist wholly or predominantly of iron or steel or a combination of both, the Offeror shall also indicate whether these foreign end products exceed 55 percent domestic content, except for those that are COTS items. If the percentage of the domestic content is unknown, select ‘‘no’’.

(iii) The Offeror shall separately list the line item numbers of domestic end products that contain a critical component (see FAR 25.105).

(iv) The terms ‘‘commercially available off-the-shelf (COTS) item,’’ ‘‘critical 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 | Exceeds 55% domestic content (yes/no) |
|  |  |  |
|  |  |  |
|  |  |  |

[*List as necessary*]

(3) Domestic end products containing a critical component: Line Item No. \_\_\_\_\_\_\_\_\_\_\_

[*List as necessary*]

(4) 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)(A) The Offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (iii) of this provision, is a domestic end product and that each domestic end product listed in paragraph (g)(1)(iv) of this provision contains a critical component.

(B) The terms ‘‘Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end product,’’ ‘‘commercially available off-the-shelf (COTS) item,’’ ‘‘critical 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. For those foreign end products that do not consist wholly or predominantly of iron or steel or a combination of both, the Offeror shall also indicate whether these foreign end products exceed 55 percent domestic content, except for those that are COTS items. If the percentage of the domestic content is unknown, select ‘‘no’’.

Other Foreign End Products:

|  |  |  |
| --- | --- | --- |
| Line item No. | Country of origin | Exceeds 55% domestic content (yes/no) |
|  |  |  |
|  |  |  |
|  |  |  |

[*List as necessary*]

(iv) The Offeror shall list the line item numbers of domestic end products that contain a critical component (see FAR 25.105). Line Item No. \_\_\_\_\_\_\_\_\_\_\_

[*List as necessary*]

(v) 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 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 Israeli end products as defined in the clause of this solicitation entitled “Buy American—Free Trade Agreements—Israeli Trade Act”:

Israeli End Products:

|  |  |
| --- | --- |
| Line item No. | Country of origin |
|  |  |
|  |  |
|  |  |

[*List as necessary*]

(3) *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*]

(4) *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 the threshold at 9.104–5(a)(2) for which the liability remains unsatisfied.

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

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

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

(ii) *Examples.*

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

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

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

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

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

(1) *Listed end products.*

|  |  |
| --- | --- |
| Listed end product | Listed countries of origin |
|  |  |
|  |  |
|  |  |
|  |  |
|  |  |

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

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

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

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

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

(2) \_\_ Outside the United States.

(k) *Certificates regarding exemptions from the application of the Service Contract Labor Standards.* (Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services.) [The contracting officer is to check a box to indicate if paragraph (k)(1) or (k)(2) applies.]

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

[ ] TIN: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

[ ] TIN has been applied for.

[ ] TIN is not required because:

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

[ ] Offeror is an agency or instrumentality of a foreign government;

[ ] Offeror is an agency or instrumentality of the Federal Government.

(4) *Type of organization.*

[ ] Sole proprietorship;

[ ] Partnership;

[ ] Corporate entity (not tax-exempt);

[ ] Corporate entity (tax-exempt);

[ ] Government entity (Federal, State, or local);

[ ] Foreign government;

[ ] International organization per 26 CFR 1.6049-4;

[ ] Other \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

(5) *Common parent.*

[ ] Offeror is not owned or controlled by a common parent;

[ ] Name and TIN of common parent:

Name \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

TIN \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

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

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

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

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

(i) It [ ] is, [ ] is not an inverted domestic corporation; and

(ii) It [ ] is, [ ] is not a subsidiary of an inverted domestic corporation.

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

(1) The offeror shall email questions concerning sensitive technology to the Department of State at [CISADA106@state.gov](mailto: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 the threshold at FAR 25.703–2(a)(2) 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*](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) and section 889(a)(1)(B) of [Public Law 115-232](https://www.govinfo.gov/link/plaw/115/public/232?link-type=html).

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

(2) The Offeror represents that—

(i) 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.

(ii) After conducting a reasonable inquiry for purposes of this representation, that it [ ] does, [ ] does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services.

## E.5 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):

https://www.acquisition.gov/browse/index/far

https://www.va.gov/oal/library/vaar/

(End of Provision)

## E.6 VAAR 852.209-70 ORGANIZATIONAL CONFLICTS OF INTEREST (OCT 2020)

(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.

(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.7 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.8 VAAR 852.252-70 SOLICITATION PROVISIONS OR CLAUSES INCORPORATED BY REFERENCE (JAN 2008)

The following provisions or clauses incorporated by reference in this solicitation must be completed by the offeror or prospective contractor and submitted with the quotation or offer. Copies of these provisions or clauses are available on the Internet at the Web sites provided in the provision at FAR 52.252-1, Solicitation Provisions Incorporated by Reference, or the clause at FAR 52.252-2, Clauses Incorporated by Reference. Copies may also be obtained from the contracting officer.

(End of Provision)

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| **FAR Number** | **Title** | **Date** |
| 52.204-7 | SYSTEM FOR AWARD MANAGEMENT | OCT 2018 |

## E.9 52.212-2 EVALUATION-COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (NOV 2021)

**This is a commercial service acquisition under the authority of FAR Part 8 Contracting by Negotiation.**

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

1. Factor 1 - Technical Capability Statement

2. Factor 2 – Price

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.

1. ***Basis for Award*.** The Government intends to award a fixed price task order in response to this solicitation to the responsible offeror whose quote, conforming to the solicitation, represents the lowest price technically acceptable to the Government. This procurement is a competitive SDVOSB set-aside and quotes shall be evaluated in accordance with FAR Part 8.
2. **Evaluation Approach.** The Government will evaluate quotations using the Lowest Price Technically Acceptable (LPTA) process. Each response must meet the minimum requirements of the solicitation. The Government is not requesting or accepting alternate quotations. Quotes are evaluated for acceptability but not ranked using the non-price factors. The non-price factors will be evaluated as “Acceptable” or “Unacceptable”. To receive consideration for award, a rating of ‘Acceptable’ must be achieved for all non-price factors. The non-price factors are technical capability statement and price.

All Offerors are advised that, in the interest of efficiency, the Government reserves the right to conduct the evaluation in the most effective manner. Specifically, the Government will first evaluate the total proposed price of the contract. Thereafter, the Government will evaluate the non-price factors of the lowest quote received on this RFQ. If the lowest priced Offeror's quote is determined to be rated as “Acceptable” on all non-price factors, the Government may make an award to that Offeror/Quoter without further evaluation of the remaining quotes. If the lowest price quote is determined to be rated Unacceptable on the non-price factors, then the Government may evaluate the next lowest price quote, and so forth and so on, until the Government reaches the lowest price quote determined to be rated as Acceptable. The Government intends to award without discussions. However, the Government reserves the right to evaluate all quotes should it be desired to conduct discussions, or otherwise determined to be in the best interest of the Government.

The following factors and subfactors shall be used to evaluate quotes:

1. Factor 1: Technical Capability Statement
2. Factor 2: Price

Factor 1 (Technical Capability Statement) allows each offeror to demonstrate their knowledge, experience and expertise in meeting the requirement outlined within this solicitation. Within Factor 1, the Government is interested in learning the Offeror’s plans to be successful in contract performance, meeting contract deliverables, and addressing the challenges of recruitment, retention, and training. Offerors shall also address their approach to meeting the Limits on Subcontracting (LOS), VAAR 852.219-75". Offerors shall discuss in great detail the four proposed labor categories and their approach to meeting Government needs. In making a determination for contract award, Factor 2 (Price) will be evaluated first and will be considered most important in this solicitation. If the offeror’s deemed technically unacceptable, the offeror will be ineligible for award.

***Evaluation Approach****.*

*Factor 1 -* *Technical Capability Statement*

The Government will evaluate the Offeror’s technical capability statement to ensure it adequately addresses the Offeror’s capability, approach to successful performance, LOS, and experience in relation to recruitment, training, and retention to satisfy the requirements of this solicitation. All quotes will be evaluated strictly by referencing its written content. Quotes that merely restate the requirement, or state that the requirements will be met, without providing supporting rationale, will not be considered sufficient and will receive an ‘Unacceptable’ rating. Offerors who fail to meet the minimum requirements of the solicitation will be rated Unacceptable and thus, are ineligible for award.

*Factor 2 -Price:*

Offerors are encouraged to provide any discounts to the proposed labor categories in Attachment D.1 (Excel Price Schedule). Discounts are optional. The Government will evaluate Attachment D.1 (Excel Price Schedule) take the sum of all LINs and the total amount will be compared to other submitted offers to determine the lowest price.

1. ***Evaluation Factors***

**Factor 1 – Technical Capability Statements-**

The Government will evaluate the Offeror’s technical capability statement to ensure it adequately addresses the Offeror’s capability, approach to successful performance, limits on subcontracting, and experience in relation to recruitment, training, and retention to satisfy the requirements of this solicitation. All quotes will be evaluated strictly by referencing its written content. Quotes that merely restate the requirement, or state that the requirements will be met, without providing supporting rationale, will not be considered sufficient and will receive an ‘Unacceptable’ rating. Offerors who fail to meet the minimum requirements of the solicitation will be rated Unacceptable and thus, are ineligible for award.

|  |  |
| --- | --- |
| Technical Capability Statements | |
| *Rating* | *Evaluator’s Decision* |
| Technically Acceptable |  |
| Technically Unacceptable |  |

**Factor 2 - Price**

Offerors are encouraged to provide any discounts to the proposed labor categories in Attachment D.1 (Excel Price Schedule). Discounts are optional. The Government will evaluate Attachment D.1 (Excel Price Schedule) take the sum of all LINs and the total amount will be compared to other submitted offers to determine the lowest price.

For purposes of award of this Contract, the Government intends to evaluate the option to extend services under [FAR 52.217-8](https://www.acquisition.gov/far/part-52) as follows: The evaluation will consider the possibility that the option can be exercised at any time and can be exercised in increments of one to six months, but not for more than a total of six months during the life of the contract. The evaluation will assume that the prices for any option exercised under [FAR 52.217-8](https://www.acquisition.gov/far/part-52) will be those rates in effect under the contract each time an option is exercised under this clause. The evaluation will therefore assume that the addition of the price or prices of any possible extension or extensions under [FAR 52.217-8](https://www.acquisition.gov/far/part-52) to the total price for the basic requirement and the total price for the priced options has the same effect on the total price of all quotes relative to each other, and will not affect the ranking of quotes based on price, unless, after reviewing the proposals, the Government determines that there is a basis for finding otherwise. This evaluation will not obligate the Government to exercise any option under [FAR 52.217-8](https://www.acquisition.gov/far/part-52).

End of Document