|  |  |
| --- | --- |
| **SUBJECT\*** | HUD VASH Case Management |

**GENERAL INFORMATION**

|  |  |
| --- | --- |
| **CONTRACTING OFFICE’S ZIP CODE\*** | 21090 |
| **SOLICITATION NUMBER\*** | 36C24525Q0087 |
| **RESPONSE DATE/TIME/ZONE** | 03-21-2025 3pm EASTERN TIME, NEW YORK, USA |
| **ARCHIVE** | 60 DAYS AFTER THE RESPONSE DATE |
| **RECOVERY ACT FUNDS** | N |
| **PRODUCT SERVICE CODE\*** | G004 |
| **NAICS CODE\*** | 621420 |
| **CONTRACTING OFFICE ADDRESS** | Department of Veterans Affairs  VAMC (688)    50 Irving Street NW  Washington DC 20422 |
| **POINT OF CONTACT\*** | Contract Specialist  Charles Willis  charles.willis@va.gov  410-691-1328 |

**ADDITIONAL INFORMATION**

|  |  |
| --- | --- |
| **AGENCY’S URL** |  |
| **URL DESCRIPTION** |  |
| **AGENCY CONTACT’S EMAIL ADDRESS** |  |
| **EMAIL DESCRIPTION** |  |

**DESCRIPTION**

Department of Veterans Affairs, VA Medical Center, Washington, DC is issuing Combined Synopsis/Solicitation. Thecontractor shall provide provide outreach, housing placement, case management, and supportive services as defined herein in the Washington DC VA Medical Center (DC VAMC) catchment area to HUD-VASH eligible Veterans and their families. VA Washington DC’s catchment area is Montgomery, Prince George’s, Calvert, Prince William, Fairfax, Arlington, Loudoun Counties and Southern Maryland.

This is a “request for quotations (RFQ). The associated NAICS code for procurement is 621420 with a size standard of $19 million.

As a result of the solicitation, the Government intends to award Firm Fixed Price – Base Year Plus 4 Option Years.

Prospective quoters must be registered in sam.gov. All SDVOSB/VOSB must be registered and current in U.S. Small Business Administration (SBA VetCert) at [Veteran Small Business Certification (sba.gov)](https://veterans.certify.sba.gov/) and beta.Sam.gov, https://beta.sam.gov to be eligible for award. Contractors that submit quotation for SDVOSB/VOSB set asides that are not listed in VIP will be deemed non-responsive.

All quotes shall be submitted via email by March 21, 2025 at 3pm, EST. All interested contractors shall submit quotation via email to Contracting Officer, [Charles.willis@va.gov](mailto:Charles.willis@va.gov). Prospective contractors are responsible for downloading attachments, and any issued amendments from <https://beta.sam.gov>. Late proposals will be processed in accordance with FAR 52.212-1(f), “Late submission, modifications, revisions, and withdrawals of offers.”

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**

84

36C24525Q0087

02-25-2025

CHARLES WILLIS; charles.willis@va.gov

410-691-1328

03-21-2025

3pm

EST

36C245

Department of Veterans Affairs

VAMC (512)

RPO EAST / NCO 5

849 International Drive

Linthicum MD 21090

X

621420

$19 Million

N/A

X

36C688

Department of Veterans Affairs

VAMC(688)

50 Irving Street NW

Washington DC 20422

36C245

Department of Veterans Affairs

VAMC (512)

RPO EAST / NCO 5

849 International Drive

Linthicum MD 21090

PAYMENT WILL BE MADE BY

FSC e-Invoice Payment

Invoice must be submitted electronically

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

Invoice Setup Information 1-877-489-6135

See CONTINUATION Page

Contractor shall provide HUD VASH Support Services for the

VA Medical Center, Washington, DC in accordance with

the statement of work.

Questions to this solicitation must be submitted to

charles.willis@va.gov NLT March 7, 2025; 2pm EST.

Period of Performance- Base Year plus 4 option years

Service Contract Labor Standards apply to this solicitation.

Contractor shall be responsible for the correct title

classification of workers and compliance with all

applicable wage and hour laws.

IAW with VHA Privacy Regulations; A Business Agreement (BAA)

Will be required at time of award. Contractor shall be

Responsible for a BAA within 15 days post award.

\*See Supplemental Instructions to Offerors for all details.

$0.00

See CONTINUATION Page

X

X

X

ONE

CHARLES WILLIS

Contracting Officer

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## 

## A.2 SPECIAL NOTICE

This acquisition shall be awarded to the contractor who can provide proof of eligibility. The definition of eligibility has been defined by 38 USC 2041:

"(a) In General. -(1) The Secretary of Veterans Affairs shall consider entering into contracts or agreements, under

sections 513 and 8153 of title 38, United States Code, with eligible entities to collaborate with the Secretary in the provision of case management services to covered veterans as part of the supported housing program carried out under section 8(o)(19) of the United States Housing Act of 1937 (

42 U.S.C. 1437f(o)(19)) to ensure that the homeless veterans facing the most significant difficulties in obtaining suitable housing receive the assistance they require to obtain such housing.

"(c) Eligible Entities. - For purposes of this section, an eligible entity is any State or local government agency, tribal organization (as such term is defined in section 4 of the Indian Self[-]Determination and Education Assistance Act (25 U.S.C. 450b) [now 25 U.S.C. 5304]), or nonprofit organization

# SECTION B - CONTINUATION OF SF 1449 BLOCKS

## B.1 CONTRACT ADMINISTRATION DATA

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

a. CONTRACTOR:

b. GOVERNMENT: Contracting Officer, Charles Willis

Department of Veterans Affairs

VAMC (512)

RPO EAST / NCO 5

849 International Drive

Linthicum MD 21090

2. 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 |

3. INVOICES: Invoices shall be submitted in arrears:

a. Quarterly []

b. Semi-Annually []

c. Other [X] monthly in arrears

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

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

### ITEM INFORMATION

| ITEM NUMBER | DESCRIPTION OF SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
| --- | --- | --- | --- | --- | --- |
| 0001 |  | 12.00 | MO | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
|  | Program Manager Contract Period: Base POP Begin: 04-01-2025 POP End: 03-31-2026 PRINCIPAL NAICS CODE: 621420 - Outpatient Mental Health and Substance Abuse Centers PRODUCT/SERVICE CODE: G004 - Social - Social Rehabilitation | | | |  |
| 0002 |  | 12.00 | MO | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
|  | Lead Case Manager Contract Period: Base POP Begin: 04-01-2025 POP End: 03-31-2026 PRINCIPAL NAICS CODE: 621420 - Outpatient Mental Health and Substance Abuse Centers PRODUCT/SERVICE CODE: G004 - Social - Social Rehabilitation | | | |  |
| 0003 |  | 12.00 | MO | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
|  | Certified Substance Abuse Counselor Contract Period: Base POP Begin: 04-01-2025 POP End: 03-31-2026 PRINCIPAL NAICS CODE: 621420 - Outpatient Mental Health and Substance Abuse Centers PRODUCT/SERVICE CODE: G004 - Social - Social Rehabilitation | | | |  |
| 0004 |  | 12.00 | MO | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
|  | Peer Support Specialist  Contract Period: Base POP Begin: 04-01-2025 POP End: 03-31-2026  PRINCIPAL NAICS CODE: 621420 - Outpatient Mental Health and Substance Abuse Centers PRODUCT/SERVICE CODE: G004 - Social - Social Rehabilitation | | | |  |
| 0005 |  | 12.00 | MO | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
|  | Housing Specialist Contract Period: Base POP Begin: 04-01-2025 POP End: 03-31-2026 PRINCIPAL NAICS CODE: 621420 - Outpatient Mental Health and Substance Abuse Centers PRODUCT/SERVICE CODE: G004 - Social - Social Rehabilitation | | | |  |
| 1001 |  | 12.00 | MO | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
|  | Program Manager Contract Period: Option 1 POP Begin: 04-01-2026 POP End: 03-31-2027 PRINCIPAL NAICS CODE: 621420 - Outpatient Mental Health and Substance Abuse Centers PRODUCT/SERVICE CODE: G004 - Social - Social Rehabilitation | | | |  |
| 1002 |  | 12.00 | MO | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
|  | Lead Case Manager Contract Period: Option 1 POP Begin: 04-01-2026 POP End: 03-31-2027 PRINCIPAL NAICS CODE: 621420 - Outpatient Mental Health and Substance Abuse Centers PRODUCT/SERVICE CODE: G004 - Social - Social Rehabilitation | | | |  |
| 1003 |  | 12.00 | MO | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
|  | Certified Substance Abuse Counselor Contract Period: Option 1 POP Begin: 04-01-2026 POP End: 03-31-2027 PRINCIPAL NAICS CODE: 621420 - Outpatient Mental Health and Substance Abuse Centers PRODUCT/SERVICE CODE: G004 - Social - Social Rehabilitation | | | |  |
| 1004 |  | 12.00 | MO | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
|  | Peer Support Specialist Contract Period: Option 1 POP Begin: 04-01-2026 POP End: 03-31-2027 PRINCIPAL NAICS CODE: 621420 - Outpatient Mental Health and Substance Abuse Centers PRODUCT/SERVICE CODE: G004 - Social - Social Rehabilitation | | | |  |
| 1005 |  | 12.00 | MO | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
|  | Housing Specialist Contract Period: Option 1 POP Begin: 04-01-2026 POP End: 03-31-2027 PRINCIPAL NAICS CODE: 621420 - Outpatient Mental Health and Substance Abuse Centers PRODUCT/SERVICE CODE: G004 - Social - Social Rehabilitation | | | |  |
| 2001 |  | 12.00 | MO | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
|  | Program Manager Contract Period: Option 2 POP Begin: 04-01-2027 POP End: 03-31-2028 PRINCIPAL NAICS CODE: 621420 - Outpatient Mental Health and Substance Abuse Centers PRODUCT/SERVICE CODE: G004 - Social - Social Rehabilitation | | | |  |
| 2002 |  | 12.00 | MO | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
|  | Lead Case Manager Contract Period: Option 2 POP Begin: 04-01-2027 POP End: 03-31-2028 PRINCIPAL NAICS CODE: 621420 - Outpatient Mental Health and Substance Abuse Centers PRODUCT/SERVICE CODE: G004 - Social - Social Rehabilitation | | | |  |
| 2003 |  | 12.00 | MO | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
|  | Certified Substance Abuse Counselor Contract Period: Option 2 POP Begin: 04-01-2027 POP End: 03-31-2028 PRINCIPAL NAICS CODE: 621420 - Outpatient Mental Health and Substance Abuse Centers PRODUCT/SERVICE CODE: G004 - Social - Social Rehabilitation | | | |  |
| 2004 |  | 12.00 | MO | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
|  | Peer Support Specialist Contract Period: Option 2 POP Begin: 04-01-2027 POP End: 03-31-2028 PRINCIPAL NAICS CODE: 621420 - Outpatient Mental Health and Substance Abuse Centers PRODUCT/SERVICE CODE: G004 - Social - Social Rehabilitation | | | |  |
| 2005 |  | 12.00 | MO | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
|  | Housing Specialist Contract Period: Option 2 POP Begin: 04-01-2027 POP End: 03-31-2028 PRINCIPAL NAICS CODE: 621420 - Outpatient Mental Health and Substance Abuse Centers PRODUCT/SERVICE CODE: G004 - Social - Social Rehabilitation | | | |  |
| 3001 |  | 12.00 | MO | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
|  | Program Manager Contract Period: Option 3 POP Begin: 04-01-2028 POP End: 03-31-2029 PRINCIPAL NAICS CODE: 621420 - Outpatient Mental Health and Substance Abuse Centers PRODUCT/SERVICE CODE: G004 - Social - Social Rehabilitation | | | |  |
| 3002 |  | 12.00 | MO | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
|  | Lead Case Manager Contract Period: Option 3 POP Begin: 04-01-2028 POP End: 03-31-2029 PRINCIPAL NAICS CODE: 621420 - Outpatient Mental Health and Substance Abuse Centers PRODUCT/SERVICE CODE: G004 - Social - Social Rehabilitation | | | |  |
| 3003 |  | 12.00 | MO | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
|  | Certified Substance Abuse Counselor Contract Period: Option 3 POP Begin: 04-01-2028 POP End: 03-31-2029 PRINCIPAL NAICS CODE: 621420 - Outpatient Mental Health and Substance Abuse Centers PRODUCT/SERVICE CODE: G004 - Social - Social Rehabilitation | | | |  |
| 3004 |  | 12.00 | MO | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
|  | Peer Support Specialist Contract Period: Option 3 POP Begin: 04-01-2028 POP End: 03-31-2029 PRINCIPAL NAICS CODE: 621420 - Outpatient Mental Health and Substance Abuse Centers PRODUCT/SERVICE CODE: G004 - Social - Social Rehabilitation | | | |  |
| 3005 |  | 12.00 | MO | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
|  | Housing Specialist Contract Period: Option 3 POP Begin: 04-01-2028 POP End: 03-31-2029 PRINCIPAL NAICS CODE: 621420 - Outpatient Mental Health and Substance Abuse Centers PRODUCT/SERVICE CODE: G004 - Social - Social Rehabilitation | | | |  |
| 4001 |  | 12.00 | MO | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
|  | Program Manager Contract Period: Option 4 POP Begin: 04-01-2029 POP End: 03-31-2030 PRINCIPAL NAICS CODE: 621420 - Outpatient Mental Health and Substance Abuse Centers PRODUCT/SERVICE CODE: G004 - Social - Social Rehabilitation | | | |  |
| 4002 |  | 12.00 | MO | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
|  | Lead Case Manager Contract Period: Option 4 POP Begin: 04-01-2029 POP End: 03-31-2030 PRINCIPAL NAICS CODE: 621420 - Outpatient Mental Health and Substance Abuse Centers PRODUCT/SERVICE CODE: G004 - Social - Social Rehabilitation | | | |  |
| 4003 |  | 12.00 | MO | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
|  | Certified Substance Abuse Counselor Contract Period: Option 4 POP Begin: 04-01-2029 POP End: 03-31-2030 PRINCIPAL NAICS CODE: 621420 - Outpatient Mental Health and Substance Abuse Centers PRODUCT/SERVICE CODE: G004 - Social - Social Rehabilitation | | | |  |
| 4004 |  | 12.00 | MO | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
|  | Peer Support Specialist Contract Period: Option 4 POP Begin: 04-01-2029 POP End: 03-31-2030 PRINCIPAL NAICS CODE: 621420 - Outpatient Mental Health and Substance Abuse Centers PRODUCT/SERVICE CODE: G004 - Social - Social Rehabilitation | | | |  |
| 4005 |  | 12.00 | MO | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
|  | Housing Specialist  Contract Period: Option 4 POP Begin: 04-01-2029 POP End: 03-31-2030 PRINCIPAL NAICS CODE: 621420 - Outpatient Mental Health and Substance Abuse Centers PRODUCT/SERVICE CODE: G004 - Social - Social Rehabilitation | | | |  |
|  |  |  |  | **GRAND TOTAL** | **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** |

## B.3 STATEMENT OF WORK

1. **BACKGROUND.**

1.1. The U.S. Department of Veterans Affairs (VA) requires a contractor to provide housing placement, case management and supportive services for Veterans who would benefit from these services due to the complexity and acuity of their needs. Services will be in support of in the U.S. Housing and Urban Development (HUD) - Veterans Affairs Supportive Housing (VASH) (HUD-VASH) program which is a collaborative partnership intended to place and maintain homeless Veterans in permanent, community-based housing using HUD Section 8 Housing Choice Vouchers that are paired with ongoing case management and supportive services. Many of these Veterans have co-morbid conditions that include serious mental illnesses, substance abuse disorders, and other serious medical conditions. The contractor shall provide outreach, housing placement, case management, and supportive services as defined herein in the Washington DC VA Medical Center (DC VAMC) catchment area to HUD-VASH eligible Veterans and their families. VA Washington DC’s catchment area is Montgomery, Prince George’s, Calvert, Prince William, Fairfax, Arlington, Loudoun Counties and Southern Maryland.

1.2. HUD-VASH is a national program serving Veterans and their families throughout the country. This program continues to expand and has become one of the largest VA interventions to assist homeless Veterans. It represents one of VA’s most significant efforts to achieve the President’s goal of ending homelessness among Veterans. To be eligible for the HUD-VASH program, the Veteran must be determined “homeless” based on Attachment 1: McKinney-Vento Homeless Assistance Act definitions and determined to be eligible for the HUD-VASH program under The National Defense Authorization Act for Fiscal Year 2021 (PL 116-283), which includes provisions expanding eligibility for HUD-VASH by the local VA medical center with every effort made to identify and serve the most chronically homeless and vulnerable Veterans.

1.3. The target population for this contract includes chronically homeless Veterans who demonstrate the most need/vulnerability and may often have severe mental health, medical, and/or substance use disorders (SUD) issues. Veterans may not be chronically homeless and may fall into one of the priority groups such as women, women Veterans with children, OEF/OIF/OND Veterans, and/or Veterans who have physical health problems and/or SUD, with frequent emergency room visits, multiple treatment failures, and limited access to other social supports. The Contractor shall assess each applicant on an individual basis and prioritize highest need for the program based on the Veteran’s acuity per clinical judgment and resource availability. Through this contract initiative, Contractor will place individuals into housing while simultaneously providing case management and supportive services; and assist the Veteran in maintaining housing until the Veteran is eligible for discharge. The HUD-VASH program is reserved for homeless Veterans with serious medical, SUD, and/or mental health problems with a demonstrated need for case management services to obtain and sustain housing.

**2. GENERAL CONTRACT REQUIREMENTS:**

2.1. Contractor shall provide outreach, housing placement, case management, and supportive services to Veteran beneficiaries of diverse backgrounds as specified herein. Contractor shall provide all labor, supervision, supplies, materials, and logistics required to perform these services for the duration of the contract. Contractor shall perform services remotely or at the Contractor’s location~~,~~ unless otherwise required by performance requirements listed in the SOW.

2.2. The Contractor shall submit all deliverables to the designee, who will evaluate all deliverables submitted and certify invoices based upon acceptable deliverables. Contractor performance will be evaluated by the COR annually via. Contractor Performance Assessment Reporting System (CPARS) and manual Performance Evaluation Documents to the Contracting Officer (CO). The COR or designee will also be the Contractor’s main point of contact for Veteran-related issues in conjunction with the VA homeless team. The VA Liaison will provide clinical oversight but will not provide direct clinical supervision. The COR and VA Liaison duties may be fulfilled by a single individual.

2.3. Clinical oversight refers to a working relationship between COR and Contractor. The VA Liaison monitors compliance with the contract deliverables, and quality of care that is provided to Veterans. COR may also serve as consultants to the Contractor in conjunction with VA regulations, requirements, and guidelines.

2.4. Contractor shall have the staffing and expertise to execute the tasks and associated deliverables associated with this Statement of Work (SOW) without reliance on the COR or designee to provide support that would reasonably be considered clinical supervision. The Contractor shall provide routine, ongoing clinical supervision to its staff performing on this contract.

2.5. Contractor shall ensure access to case management services to HUD-VASH Veterans is available on an as-needed basis. Contractors shall perform all services described in this SOW for each Veteran enrolled in the program.

3. **SPECIFIC CONTRACT REQUIREMENTS.**

3.1. Contractor shall provide housing placement services to support Veterans in securing permanent housing in the community.

3.2. Contractor shall provide supportive services to Veterans, which includes recovery groups, recreational activities, life skills group, substance abuse groups, bringing in community resources (e.g., legal, financial), Peer support groups, increasing social and community engagement and/or employment services/opportunities.

3.3. Contractor shall provide case management in accordance with Attachment 2: VHA Directive 1162.05 HUD-VASH Program. The Contractor shall maintain staffing at a weighted caseload capacity that is a minimum 25:1 staff-to-veteran ratio.

3.4. Contractor shall provide interdisciplinary teams who work collaboratively to provide patient centered care. Team compositions may consist of addiction treatment professionals, licensed clinical social workers, licensed mental health counselors, nurses, occupational therapist, psychologists and may also include housing specialist, unlicensed Social Workers and peer support specialists. Contractor’s clinical supervisors shall have a minimum of a master’s degree of Social Work with the appropriate licensure of Licensed Independent Clinical Service Worker (LICSW) as per the qualifications outlined in the Social Work’s qualification.

3.5. Contractor shall provide case management services as part of the Washington, DC VA Medical Center and surrounding communities. Contractor shall work traditional work hours, M-F, 7:00 a.m. to 3:30 p.m., 7:30 a.m. to 4:00 p.m., or 8:00 a.m. to 4:30 p.m. Contractor shall maintain office hours at a minimum of 12 hours per week at the Community Resource Referral Center (1500 Franklin Street NW, Washington, DC 20018). Contractor will not be required to work Federal Holidays. Federal Holidays observed are:

3.6. Contractor shall comply with HUD-VASH and local policy and standard operating procedures (SOPs) and evaluation standards for Veterans enrolled in HUD-VASH.Contractor is encouraged to attend the VA’s monthly HUD-VASH meeting to learn about program updates and VA services.

3.7. Contractor case management staff shall visit Veterans if in an institutionalized setting (hospital, assisted living, Board and Care, Community Nursing home, etc.). If Veterans are incarcerated, Contractor case management staff shall reach out to Veterans Justice Outreach (VJO) for coordination and collaboration of follow-up and services. Contractor staff shall also accompany Veterans to clinics, Emergency Rooms or other appointments as clinically indicated, while working with Veterans to foster independence and a sense of self- determination.

3.8. Contractor shall not discharge Veterans from case management services without prior approval from COR or designee. If a Veteran assigned a voucher leaves the DC VAMC catchment area and begins to reside elsewhere, the Contractor shall establish alternative case management services as appropriate prior to discharge and in collaboration with the VA Liaison.

3.9. Case Management visits to Veterans shall be conducted in accordance with Attachment 2, VHA Directive 1162.05(1) HUD-VASH Program, which is made part of this contract and is incorporated by reference herein*.*

3.10. Contractor shall ensure that when Veterans have achieved housing stability, the focus of the service support changes to community integration and other goals as discussed and agreed upon in Veteran’s treatment plan and their contact with the Veteran shall remain in accordance with level of care.

3.11. Contractor’s case management services shall follow the principles and practices of the Housing First Model, See Attachment 2, VHA Directive 1162.05(1) HUD-VASH Program.

3.12. The Contractor shall participate in VA mandatory trainings related to the 6500.6 clause and security requirements. Additionally, the Contractor staff must participate in required VA Healthcare training and the required VA Homeless Veteran Certification training through the Talent Management System (TMS).

3.13. The Contractor shall have 90 days to mobilize required staff to meet the terms and conditions of this contract after award.

3.14. The Contractor shall be required to complete the Basic Life Support (BLS) through TMS and maintain certification for all staff that are working on this contract; Contractor shall remove staff from direct patient care if their certification expires and shall not return those staff to performance under the contract until it is obtained.

3.15. Contractor shall encourage Veterans to actively engage in healthcare. The encouragement shall include scheduling healthcare appointments, making all appointments with providers, medication compliance, and compliance with case management.

3.16. Contractor shall document changes of status for Veterans to include, Veteran level of Care (LOC), employment, and housing status as indicatedin the National website: Homeless Operations Management and Evaluation (HOMES), which can be accessed here:<https://vaww.homes.va.gov/VAHomesNew.aspx>. HOMES is the database used by the VHA Homeless Program Office (HPO) to gather homeless Veteran’s data and statistics for analytical purposes.

3.17. Contractor shall enter Veteran information (e.g., name, SSN), after obtaining a release of information into the Coordinated Entry System and Health Information Management System (HMIS) within 72 business hours.

3.18. Contractor shall assess Veterans to determine if the Veteran meets the criteria for admission into the HUD-VASH program. The VHA HUD VASH program shall be responsible for training the contractor and providing examples, on HUD VASH specific templates, documents, and VA medical documentation. The Contractor shall complete HOMES documentation, consistent with the HOMES Reporting Policy and VA Medical documentation which is made part of this contract and is incorporated by reference herein. HOMES documentation may include, but is not limited to, changes to admission, housing, voucher, or employment status, encounter documentation, screening/admission notes, release of information forms, housing service agreements, suicide risk assessments, advanced directive discussions, clinical reminders, treatment plans and safety plans. Contractor shall document using the appropriate template format for all clinical notes and ensure all encounters are entered within 3 business days or on the same day in cases of crisis.

3.18.1. Contractor staff shall document in the electronic health record (EHR) services delivered during a patient encounter using appropriate Current Procedural Terminology (CPT) coding. An encounter is a professional contact between a patient and a provider vested with responsibility for diagnosing, evaluating, and treating the patient’s condition. The reason for the services provided (diagnosis) and the actual services provided to the patient by the provider must be fully and clearly documented and coded using nationally accepted coding schemes. Which are consistent with VA coding schemes. VA provides training to contractors several times a year addressing productivity and coding practices. Reference -  *Attachment 3, VHA Directive 1161 Productivity and Staffing In Clinical Encounters For Mental Health Providers and*

*Attachment 4, VHA Directive 1082(1) Patient Care Data Capture and Closeout.*

3.19. The Contractor’s Supervisor shall engage in weekly administrative meeting with the COR and/or VA Liaison, which may include other VA Staff, to discuss any administrative concerns and Contractor performance. A minimum of 30 minutes shall be allotted for this call and/or online conference.

3.20. The Contractor shall work with the Veteran on obtaining and maintaining housing, developing independent living skills to include, budgeting, employment, and assistance obtaining VA benefits.

3.21. The Contractor shall maintain referral networks for purposes of assisting veterans in demonstrating eligibility for assistance and additional services under entitlement and assistance programs available for Veterans, and to otherwise aid Veterans in obtaining such assistance and services.

3.22. Contractor shall ensure staff working on the contract complete a VA Security/background investigation via National Agency Check with Written Inquiries (NACI), and a Special Agreement Check (SAC) which includes electronic fingerprinting for staff working with Veterans during the onboarding process. Contractor shall be in compliance with VA Handbook 6500.6 Appendix C clause.

3.23. Contractor shall ensure appropriate staff complete the credentialing process through the VA’s VetPro system in alignment with the VetPro policies and operating procedures Attachment 5: *Reference VHA Handbook 1100.19 Credentialing and Privileging* <https://www.va.gov/vhapublications/ViewPublication.asp?pub_ID=2910> which is made part of this contract and is incorporated by reference herein. Staff awaiting VetPro clearance may only begin work on the contract prior to receiving credentialing by performing tasks that do not involve Protected Health Information (PHI, *Refer to Definitions section of this SOW*).

3.25. Contractor shall submit an annual report to the VA, including a description of, for the year covered by the report the following:

3.25.1. The services and assistance provided as part of the contract.

3.25.2. The process by which Veterans were referred to the entity for such services and assistance.

3.25.3. The specific goals jointly set by the entity and the VA for the provision of such services and assistance and whether the entity achieved such goals; and

3.25.4. The average length of time taken by a covered veteran who received such services and assistance to successfully obtain suitable housing and the average retention rate of such a veteran in such housing; and

3.25.5. to meet such other requirements as the VA considers appropriate for purposes of providing assistance to Veterans in obtaining suitable housing.

4. **ADMISSION/REFERRALS.**

4.1. Veterans enter the HUD-VASH program by being identified as meeting HUD-

VASH admission criteria Reference (*Attachment 2 VHA Directive 1162.05(1) HUD-VASH Program),* through referral by the VA as eligible for the program, or through community outreach conducted by the Contractor.

4.2. The Contractor shall conduct screenings, including an interview with the Veteran,

VA medical record system chart review, and HOMES assessmentas appropriate to determine HUD-VASH eligibility based on the homeless and chronic homeless criteria.

4.3. The Contractor shall also conduct a basic screening for healthcare eligibility that shall include a review of the Veteran’s DD214 by obtaining access to SQUARES *(see* *definition section of SOW)*.

4.4. Contractors shall admit Veterans to the HUD-VASH program (VA approval not required) after Contractor completes necessary screenings and receives a VA eligibility office determination of Veteran discharge status indicating Veterans are eligible for the HUD-VASH program. The Contractor shall notify the COR or designee(s) by VA email within 24-hours of the Veterans admission and add the Veteran to the agency list. Note: Admission is the clinical decision of HUD-VASH Staff, or, if indicated, in more complex situations, with consultation from HUD-VASH COR, VA Liaison or designee. Veterans not approved for HUD-VASH Program shall also be provided with alternate resources for housing.

4.6. Contractor shall provide simultaneous housing placement and case management services for Veterans under their care.

4.7. Veterans are considered admitted into HUD-VASH when they have met all the appropriate screening criteria for HUD-VASH case management and HUD guidelines. The appropriate documentation indicating HUD-VASH participation must be entered in to HOMES.

4.8. In the case of a two-Veteran household, the Contractor shall enter HOMES, the individual identified as head of household and the voucher holder. Contractor shall provide case management services in accordance with the level of care for that individual. The additional Veteran, if also in need of case management services, shall be assisted appropriately with supportive services and/or referrals to community case management resources as needed.

4.9. **Contractor Housing Placement & Stabilization Duties**. The Contractor shall perform housing placement & Stabilization Duties that include the following:

4.9.1. Identify and enroll Veterans who meet criteria for program admission:

4.9.1.1. To be admitted to the HUD-VASH program, a Veteran must be:

4.9.1.1.1. Determined to be eligible for the HUD-VASH program under The National Defense Authorization Act for Fiscal Year 2021 (PL 116-283), which includes provisions expanding eligibility for HUD-VASH.

4.9.1.1.2. Determined to be homeless based on Attachment 1: McKinney-Vento Act definitions by the local VA medical center HUD-VASH program with every effort made to identify and serve the most chronically homeless and vulnerable Veterans.

4.9.2. Contractor shall assist Veteran in completing and submitting Public Housing Authority (PHA) and other Federal, local, and state entitlement program paperwork (e.g., Social Security, food stamps, utility assistance, etc.) to the appropriate agency.

4.9.3. Contractor shall advocate with landlords on behalf of the Veteran to maintain a lease and advise any potential landlords that the Contractor shall be providing assistance and case management services to the Veteran in order to help the Veteran remain successfully housed. Contractor shall assist Veterans with all inspections required for move-in*.* Contractor shall ensure that the Veteran has completed the VA release of permitted information so communication between the landlord, Contractor, and VA can occur as needed. Contractor shall engage with Landlord at least once a month, or more if clinically indicated. When a Veteran is in preparation for discharge, Contractor shall engage with Landlord at least quarterly to ensure sustainability of housing.

4.9.4. Contractor shall assist Veteran with developing a budget and assist the Veteran in securing necessary funding for recurrent monthly expenses.

4.9.5. Contractor shall assist the Veteran in making calls to utility providers to ask questions and resolve issues (including turning off or transferring utilities), ensure the Veteran is paying rent and utility bills in a timely manner and provide budgeting/money management assistance as needed.

4.9.6. Contractor shall assist Veteran in applying for all eligible benefits, both VA and non-VA, including but not limited to; Veteran’s Benefits Administration (VBA), Employment Development Department (EDD), Social Security Administration (SSA).

4.9.7. Contractor shall assist Veterans in applying for Medicaid and accessing community-based services when ineligible for VA Healthcare.

4.9.8. Contractor shall conduct home visits of HUD-VASH units to ensure that Veterans reside in healthy residences in accordance with Attachment 2: VHA Directive 1162.05(1) HUD-VASH Program*.* The Contractor shall conduct home visits according to the Veterans level of care, or more often as clinically indicated. When clinically indicated, visits should be conducted by Contractor clinical staff.

4.10. Contractor understands that the Veteran is entitled to Portability of his/her voucher. Portability provides Veterans the opportunity to transfer their housing choice voucher (HCV) to live in the community of their choice if there is an opening. In addition to local VA guidelines, Federal Register Notice of May 6, 2008, addresses portability in HUD-VASH. The Notice can be found at: <https://www.federalregister.gov/documents/2014/06/18/2014-14167/section-8-housing-choice-vouchers-revised-implementation-of-the-hud-va-supportive-housing-program>. *NOTE: This linked document is outside VA control and may or may not conform to Section 508 of the Rehabilitation Act*.

**5. CASE MANAGEMENT DUTIES:**

5.1. The Contractor shall have procedures in place to ensure Veterans have access to clinical case management services, which shall include crisis management and referrals.

5.2. The Contractor shall ensure consistency of case management services to enhance staff ability to engage and form relationships with Veterans and provide consistent and highly skilled interventions in keeping with the Housing First (HF) model as described below:

5.2.1. Housing First is an approach that centers on providing homeless individuals with housing quickly, and then providing services and treatment as needed. The primary focus of the Housing First approach is to identify an immediate need for housing and helping individuals and families quickly access and sustain permanent housing. Housing First programs share four (4) critical elements:

5.2.1.1. Focus on helping individuals and family’s access and sustain permanent housing as quickly as possible.

5.2.1.2. A variety of services delivered primarily following a housing placement to promote housing stability and individual well-being.

5.2.1.3. Time-limited or long-term services depending upon the individual need.

5.2.1.4. Veteran agreement to participation in Case Management Services of pursuing and maintaining housing.

5.2.2. Contractor staff shall support family (*Refer to the Definitions section of this SOW)* members who reside with the Veteran by assisting them in connecting to supportive social services programs/resources as needed.

5.2.3. Contractor staff shall address the documented needs of Veterans and make home visits consistent with the needs of the Veterans.

5.2.4. Contractor shall apply Harm Reduction interventions when working with Veterans in accordance with Attachment 2, VHA Directive 1162.05(1) HUD-VASH Program.

5.3. Contractor shall conduct meetings and normal business operations with Veterans, as needed. The contractor shall also furnish all required equipment, materials, and supplies to complete all tasks as stated in this SOW. Contractor staff shall ensure meetings are always respectful of Veterans privacy.

5.5. Contractor shall ensure that sufficient staff are available to provide services to meet the needs of the Veterans as well as to make home visits consistent with the level of care at which each Veteran is being treated. Contractor shall perform the following work:

5.5.1. Create a Individual Service Plan (ISP) within two weeks of program admission. This plan will be documented in the VA medical record by the Case Manager completing the initial admission to HUD-VASH program.

5.5.2. Review and update the ISP with the Veteran every six months or when there is a significant change in Veteran’s functioning level, or circumstances that call for a change in his/her treatment. Document the review and any changes to the ISP in the VA medical record.

5.5.3. Comply with additional documentation and/or data reporting as required by VA based on local, regional, or national HUD-VASH requirements.

5.5.4. Engage in the HUD-VASH screening process to perform interviewing, counseling, and case management services with Veterans while identifying those Veterans that are considered high risk due to medical, mental, and/or addiction history; provide psychosocial assessments, to identify service and treatment needs which affect Veteran’s housing stability, recovery/community reintegration.

5.5.5. Utilize case management strategies to include crisis intervention and both short and long-term services working toward long range independent housing and community reintegration. Contractor shall provide services as needed based on Veterans’ needs, acuity level and preferences for care. Contractor shall reassess Veterans’ needs on a regular basis, no less than quarterly and in accordance with local policy for changes in their needs, acuity level and preferences for care. Contractor shall screen each Veteran for suicidal and homicidal risk with each contact. This screening shall be documented in Veterans VA medical record by progress notes, suicide risk assessments, and safety plans.

5.5.6. If the Veteran is a danger to him/herself or others, the Contractor shall take immediate steps to provide appropriate intervention.

5.5.7. Crisis management shall be coordinated and executed by the contractor and shall be reported to the COR or VA Liaison and other VA staff as directed.

5.5.8. Contractor shall adhere to the reporting requirements located in the U.S. Department of Housing and Urban Development Public and Indian Housing Notice PIH 2011-53(HA), issued 09/20/2011 and available at <https://www.hud.gov/sites/documents/pih2011-53.pdf>, which is made part of this contract and is incorporated by reference herein, including any subsequent changes, updates, or revisions to the PIH Notice.

5.5.9. Contractor shall facilitate the Veteran’s involvement in supportive employment and other restoration programs when clinically indicated.

5.5.10. Formulate case management treatment goals and plans with Veteran, that address identified needs, stressors, problems that are attainable. Actively involve the Veteran and their family or significant others in coordination with the team members, based on the psychosocial assessments, to develop a treatment plan with the Veteran using his/her language, ensuring he/she has a copy of the plan including goals for clinical treatment and discharge from case management.

5.6. Contractors shall provide direct mental health and substance abuse counseling within the scope of practice of these disciplines and assist in securing available VA services including the use of tele-mental health services.

5.7. Contractor shall integrate housing stabilization planning with relevant VA health and mental health services. The Contractor’s housing stabilization plan shall provide a case management and supportive services framework for the Veteran’s sustainability in HUD-VASH and identify the Veteran’s goals with steps to achieve those goals.

5.8. The Contractor shall visit each Veteran face-to-face at the intervals required by Attachment 2, VHA Directive 1162.05(1) HUD-VASH Program. Additionally, the Contractor shall adhere to the following:

5.9.1. The Contractor shall notify the COR or designee of any change in Level of Care (LOC) within 1 business day via VA email and by adding them as a cosigner to the note in the VA medical record system. Should the COR or designee have concerns regarding the change of LOC, the Contractor shall engage in a discussion with the COR or designee regarding this change. This discussion may lead to the change of LOC not being approved if the COR has concerns for Veteran’s safety/well-being. The Liaison shall document this both in email to the Contractor and in the Veterans electronic medical record.   
  
5.9.2. Case management services visits, while not required to take place in the Veterans home, are encouraged to be done in the home at least on a quarterly basis to assess conditions of the home for acuity levels of maintenance, and preparation for discharge. Veterans in the intensive stage of case management shall have at least one home visit a month, visits can also take place in the community, at the Contractor agency, or a place mutually agreed upon by the Veteran and the contractor if the Veteran is unhoused.

5.9.3. Phone contacts, while an acceptable way to communicate with the Veteran, are not considered visits in meeting the minimum visit requirements for any acuity level. All staff using VA Video Connection, (VVC) must complete the required training in the VA Talent Management System (TMS) prior to engaging Veterans in VVC. Training on use of VVC will be provided by the VA. In the event the Contractor is unable to locate the Veteran (at home or in the community), for the required number of visits, the Contractor shall document all attempts to contact Veteran, be it face-to-face, VVC attempts, phone calls, or letters sent to the Veteran. This should include dates and times in the VA medical record system as verification of services rendered and to show that due diligence has been exercised.

5.10. Case Management Due Diligence. Contractor shall adhere to the following requirements pertaining to what constitutes acceptable efforts in completing case management services for monthly invoicing purposes, specifically for Veterans who cannot be located or contacted. Homeless and formerly homeless Veterans may be difficult to reach, fail to keep appointments, and/or abscond from services at unexpected times. Contractor shall proceed with a sense of urgency and accountability in following up with Veterans who cannot be located or contacted to assure their safety and well-being. This is referred to as “due diligence.”

5.10.1. Clinical Due Diligence: Contractor shall notify the COR or VA Liaison at any time an urgent or emergent concern arises about a Veteran’s health and safety or if the Contractor requires the VA Liaison’s immediate consultation with the Contractor pertaining to the health or safety of a Veteran. Contractor staff shall use clinical judgement and collaborate with the COR or VA Liaison in determining appropriate next steps in these emergent situations.

5.10.2. Contractor shall ensure clinical due diligence consists of multiple steps to reach a Veteran to ensure the Veteran’s well-being. Contractor shall follow up with appropriate case management services. Contractor in-person visits should be scheduled with the Veteran when possible. Unscheduled visits to Veteran may occur but will not be considered as non-compliance with case management on the part of the Veteran. Scheduled visits are defined as the Veteran having been contacted in advance and agreed to the appointment date, time, and location. When a Veteran is absent from a scheduled visit or meeting without notice, the Contractor shall take the following steps to contact the Veteran and/or determine the Veteran’s whereabouts:   
  
5.10.2.1. When encountering a missed initial scheduled meeting such as the Veteran does not answer the door or is not present at the meeting location at the scheduled time, the Contractor shall attempt to contact the Veteran by phone while on the premises. (NOTE: This would not be considered a separate attempt to contact the Veteran because it is part of the scheduled appointment. This attempt to meet in person and contact the Veteran by phone shall be documented in one note in the medical record.) If the Veteran does not have a phone, the Contractor shall consult with the COR or designee(s) for alternatives based on the Veteran’s unique circumstances.

5.10.2.2. If the Contractor reaches the Veteran by phone and the Veteran is safe and well, the Contractor shall emphasize the importance of a face-to-face meeting within 24 hours of the initial scheduled event with the Veteran and the visit/meeting shall be rescheduled by the Contractor to occur as quickly as possible and shall be documented in the same note in the medical record. If the Contractor is unable to reach the Veteran by phone, the COR or designee shall be notified. The Contractor shall engage in due diligence in consultation with the Contractor’s clinical case manager supervisor to locate the Veteran by doing the following:

5.10.2.2.1. Review VA medical record remote data (medical and

other appointments or scheduled VA appointments) and Vista Web

5.10.2.2.2. Contact all VA assigned medical providers (or non-VA medical providers if known)

5.10.2.2.3. Contact the Veteran's listed emergency contacts

5.10.2.2.4. Contact the Veteran's landlord or other persons for whom there is a completed Release of Information

5.10.2.2.5. Check local shelter system roster (if assigned to a shelter, contact the shelter staff)

5.10.2.2.6. Utilize hospital registry, prisons, and inmate lookup websites

5.10.2.2.7. Contact the local police precinct closest to the Veteran’s home to request a welfare check (police make visit to Veteran's apartment)

5.10.2.2.8. Make an unannounced visit to Veteran's home (if the missed meeting was scheduled for an alternate location)

5.10.2.2.9. Contact the city morgue.

5.11. The Contractor shall clearly document all steps taken to locate the Veteran in the clinical record. If the Veteran is located or contacted during any of steps, Contractor shall develop and implement and appropriate plan and follow-up based on Veteran’s disposition (i.e., home visit rescheduled; visit to other location such as hospital or shelter; etc.). This plan shall be reviewed by the case manager’s supervisor and documented in the VA medical record including any supervisory recommendations and timeframes for next steps.

5.11.1. If the Veteran has not been located or contacted upon completion of these steps, the Contractor shall ensure that the case has been discussed with the COR or designee and the agreed upon plan for next steps has been documented in a progress note and entered into VA medical record system on the same day as the activity occurred.

5.11.2. 2nd Attempt. If a Veteran has not been located or contacted after the steps listed in section 5.11.2.2 above have been completed, a second attempt to meet with the Veteran shall be made within 24 hours of the initial scheduled meeting. At minimum, a second attempt shall include a phone call to the Veteran. If the Veteran does not have a phone, the Contractor shall consult with the COR or designee for alternatives based on the Veteran’s unique circumstances. If the Contractor reaches the Veteran by phone, the Contractor shall emphasize the importance of a face-to-face meeting within 24 hours of the initial scheduled event with the Veteran. The Contractor shall document this as a separate administrative note. An in-person home visit is then required to be conducted by the Contractor as a phone contact is not an acceptable substitution. In the case of concerns about a Veteran’s safety, an unannounced home visit shall be attempted by the Contractor as soon as possible. In either case, the Contractor’s case manager shall consult with their supervisor and notify the COR or designee. The Contractor shall consult the COR or designee for planning purposes based on the Veteran’s unique circumstances.

5.11.1.7. If the Veteran is located or contacted during any of these steps, the Contractor shall determine an appropriate plan and follow-up based on the Veteran’s disposition (i.e., home visit rescheduled; visit to other location such as hospital or shelter; etc.). This plan shall be reviewed with the case manager’s supervisor and documented in the VA medical record including any supervisory recommendations and timeframes for next steps.

5.11.1.8. If the Veteran has not been located or contacted upon completion of these steps, the Contractor shall ensure that the case has been discussed with the COR or Liaison, and the agreed-upon plan for next steps has been documented in a progress note and entered into VA medical record system on the same day as the activity occurred. Also, the Contractor shall include other providers working with the Veteran as signers on the progress notes in the VA medical record for awareness if the Veteran cannot be located/contacted and there are safety concerns.

5.11.1.9. Third attempt. If the Veteran still has not been contacted or located after the steps above have been completed, the Contractor shall attempt a third time, which shall be an unannounced home visit. This attempt should occur within 24 hours of the second attempt to reach the Veteran. If there is no response, Contractor shall notify the COR or designee and consult with them regarding an appropriate plan based on the Veteran’s unique clinical circumstances. In addition, Contractor shall mail a certified letter to the Veteran’s last known mailing address. The letter shall include:

5.11.1.9.1. All telephone numbers used in prior attempts to reach the Veteran

5.11.1.9.2. Dates of those attempts

5.11.1.9.3. Case manager’s and supervisor’s contact information with

5.11.1.9.4. Specific request that the Veteran called to schedule an appointment.

5.11.1.9.5. This should be documented as a separate administrative note in VA medical record system to include the tracking number of the certified mail.

5.12. The Contractor shall create and retain records that provide evidence of contacts with individuals and agencies engaged to support the Veteran’s housing and recovery needs. Specific documentation and implementation of services completed in Computerized Patient Record System (CPRS) and HOMES charting record must be completed, with an approved, assigned licensed independent clinical provider signing off on all notes if the staff member providing direct services to the Veteran is not independently licensed. Bachelor’s level Case Managers may be maintained as an integral part of the team. Bachelor’s level Case Manager’s tasks must remain within scope of a Bachelor Level Social Worker, and with direct supervision of a licensed independent clinical provider*.* The supervision may also include shared visits depending upon the complexity. All other disciplines that are members of the team must only work within the scope of their trained field of practice.

5.13. Clinical Documentation that must be completed by a Social Worker who is under appropriate Licensure Level or Clinical Supervision or a person with equivalent or higher education are (no unlicensed provider are eligible to complete the C-SSRS):

5.13.1. Comprehensive Suicide Risk Evaluation (CSRE) and Columbia-Suicide Severity Rating Scale (C-SSRS)

5.13.2. Clinical reminders

5.13.3. Individual Service Plan

5.13.4. Case management stage determination

5.14. Contractor may employ Bachelor’s-level case managers as an integral part of the interdisciplinary case management team *(Refer to the Definitions section of this SOW)*. Bachelor’s-level case manager’s tasks shall remain within scope of a Bachelor-level Social Worker and be under direct supervision of a licensed independent clinical provider*.* The supervision may also include shared visits depending upon the complexity. All other disciplines that are members of the team must only work within the scope of their trained field of practice. A licensed independent clinical provider is someone who has reached the full potential of their licensing.

5.15. Contractor shall participate in at least one huddle per week for clinical review of HUD-VASH participants. All team members (Case Managers, Peer Support Specialists, Housing Specialist, SUD Specialist etc.) shall participate in the huddle meeting(s). The purpose of huddle is to discuss immediate needs/issues and create an action plan for assigned Veterans. Veterans who are currently in crisis and require immediate intervention (i.e., present as dangerous to self or others, have severe and/or acute unmet medical needs or housing related time sensitive matters such as: eviction, landlord/tenant issues jeopardizing housing or Public Housing Authority (PHA) requirements) should be discussed first. The COR or VA Liaison will participate in huddle meeting(s) to offer guidance, encourage collaboration with VA providers and share information on VA resources and services available to the Veteran. Huddle meetings shall take place at the contractor’s agency or using a virtual platform. Contractor shall schedule a case conference meeting with VA providers when it is clinically indicated.

5.16. Life Skills: Contractor shall provide life skills education and assistance to Veterans that include:

5.16.1. Budgeting/money management assistance

5.16.2. Locating local food banks

5.16.3. How to use coupons

5.16.4. Budget billing for utilities

5.16.5. Advice on how to maintain a clean and safe residence

5.16.6. Socialization

5.16.7. Spirituality – where and how to access these services if desired

5.16.8. Schedule of free/low-cost community activities

5.16.9. Planned evening and weekend psychosocial events

5.16.10. Community volunteer opportunities

5.16.11. Peer/tenant support group

5.16.12. Instruction on how to be a good neighbor/tenant

5.16.13. Mental health wellness self-management / mental health recovery living skills (if applicable)

5.16.14. Relapse prevention and harm reduction

5.16.15. Healthy lifestyle/living

5.16.16. Access to community resources

5.16.17. Parenting/family living skills (if applicable)

5.16.18. Family reunification and development of relevant social support networks

5.16.19. Assist with obtaining legal assistance-free/low-cost resources such as:

5.16.19.1. Obtaining a driver’s license

5.16.19.2. Locating child support

5.16.19.3. Identifying the local Liaison(s) with Veterans Justice Outreach (VJO) program

5.16.19.4. Locating the local specialty or treatment court

5.16.19.5. Assistance with light house cleaning, shopping, and cooking.

5.17. Transportation: The Contractor shall provide transportation for Veterans to medical and other VA appointments to include appointments that would assist the Veteran in obtaining housing.

5.17.1. Contractor shall provide transportation to Veteran if needed to VA Medical Facilities, VA Regional Offices, and community-based agencies for services that may include health care, entitlements, vocational assistance, education, recreation, and any other needed assistance.

5.17.2. The Contractor shall make every effort to connect the Veteran with existing public transportation networks or other community provided transportation.

5.17.3. In cases where the Veteran is unable to access existing public transportation networks or other community provided transportation, the Contractor shall provide transportation for the Veterans to attend appointments at the VA, SSA, PHA, benefits agencies, landlords etc. Transportation may include bus passes, transit cards, or subsidized transportation services such as Access, VA rideshare, and other identified needed services and entitlements. The Contractor may also use its own vehicles or allow staff to utilize their own vehicles to provide transportation to Veterans (if contractors liability covers).

5.17.4. The Contractor shall accompany Veteran to any public housing authority appointments including annual certifications, briefings, and interim appointments.

5.18. Emergency Plan: The Contractor shall notify the COR or designee immediately when the Contractor becomes aware that a medical emergency or hospitalization of a Veteran to whom the Contractor is providing case management services under this contract has occurred. The Contractor shall perform the following tasks:

5.18.1. In a medical emergency, the Contractor shall refer the Veteran to an appropriate VA facility, unless a life-threatening situation occurs where the Veteran needs admission to the nearest available hospital. The Contractor shall inform the admitting hospital that the individual is a Veteran and is eligible for VA Healthcare.

5.18.2. Natural Disaster/Critical Event: In event of natural disaster/critical event, e.g. fire, earthquake, etc., which requires the Contractor to take immediate action regarding the Veterans in the Contractor’s care, the COR or designee or other VA designated staff will notify the Contractor (unless the Contractor becomes aware of the natural disaster/critical event first to which they should then contact the COR or designee immediately).

5.18.3. The Contractor shall notify the COR or the VA Liaison if any Veterans are impacted by said emergencies/disasters and provide an update on their status and plan for safety, prior to the close of business on the day the emergency/disaster occurred. The Contractor shall offer Veterans needing additional support appropriate interventions and the Contractor shall properly assess these Veterans for high-risk issues.

5.18.4. Contractor shall document the same day the emergency/disaster occurred their contact with the Veterans.  If unable to reach the Veteran, the Contractor will document in the VA medical record system diligent efforts made to reach the affected Veteran.

5.18.5. In an effort to continue contract provided services during an emergency/ natural disaster the Contractor shall follow their agency emergency procedure and protocol in place.  Contractor shall review and familiarize Contractor personnel with this plan annually with performance drills. Verification of annual completion shall be available to VA upon request.  Contractor shall complete their agency required training and are encouraged to participate in VA TMS training pertinent to natural disaster/critical event annually, such as: Emergencies and Disasters Impact: Components of an Emergency Action Plan (NFED 4501790) and Emergencies and Disasters Impact: Natural Disasters (NFED 4501792).

5.19. **REPORTING REQUIREMENTS:** The Contractor shall notify VA of any reportable incident, as that term is defined in SOW paragraph 5.19.3, occurring with the Veteran within twenty-four (24) hours of being informed or aware of the incident.

5.19.1. Contractor shall complete a written incident report within 24 hours of notification of a reportable incident.

5.19.2. The Contractor shall provide the required documentation, as required by the COR or designee describing the incident, analysis of cause and effect, and corrective action taken.

5.19.3. Reportable incidents include:

5.19.3.1. Death

5. 19.3.2. Fire

5. 19.3.3. Drug/police raid

5. 19.3.4. Suicide/suicide attempt

5. 19.3.5. 911 call to police, fire, paramedics, or other

5. 19.3.6. Severe medical illness/emergency

5. 19.3.7. Severe psychiatric illness emergency

5. 19.3.8. Sexual assault

5. 19.3.9. Act of violence by Veteran against others

5. 19.3.10. Abusive behavior by Veteran against staff

5. 19.3.11. Acts of violence by others against Veteran

5. 19.3.12. Abusive behavior by staff against Veteran

5. 19.3.13. Accident

5. 19.3.14. Medication problems or adverse drug reactions

5. 19.3.15. Fall with injury

5. 19.3.16. Homicide/attempted homicide

5. 19.3.17. Confirmed or suspected COVID 19

5.19.4. The Contractor shall maintain documentation of Veteran assessments, individual service plans, progress reviews and other VA documentation requirements utilizing the VA medical records system CPRS and HOMES.

5.19.5. The Contractor shall provide monthly written status reports to the COR or VA Liaison which shall include the number of Veterans receiving case management services and at what acuity level, as well as which PHA they are housed under, name and contact information of the Case Manager assigned to each Veteran.

5.19.6. The Contractor shall enter enrollment, contact, and incident information into HOMES and the VA Medical record within 2 business days (48hrs) of completing admission screenings into the HUD-VASH program or a reportable incident.

5.19.7. The Contractor shall coordinate and document clinical case management and psychosocial services, including the overall effectiveness of the case management services provided to the Veteran. The Contractor shall review documentation from other providers and include those providers in their progress notes as additional signer for awareness on progress with the Veterans care. *Note: Adding a provider as an additional signer to a progress note does not fulfill the requirement for notification to VA or care coordination.*

5.19.8. Contractor shall maintain written documentation of all contacts with Veterans and any ancillary contacts such as with family members, landlords, etc. Contractor makes on behalf of the Veteran. These documents shall be kept in accordance with Commission on Accreditation of Rehabilitation Facilitates (CARF) requirements, which are made part of this contract and are incorporated by reference herein.

5.19.9. The Contractor shall keep records created as a result of performing work under this contract in a secured locked file located in a locked area in accordance with CARF requirements. The Contractor shall document all significant contact with Veterans in the VA medical record within 2 business days. The Contractor staff shall discuss such contacts with their immediate supervisor and process these contacts. Significant contact includes:

5.19.9.1. Medical, psychiatric, and issues related to Veteran’s housing goals (which is part of the Individual Service Plan).

5.19.9.2. Suicide, homicide, violence, accidents, substance abuse issues, or changes in the Veteran’s living status.

5.19.9.3. All assistance provided to the Veteran related to attending required appointments.

**6.** **ENDING CASE MANAGEMENT SERVICES:**

6.1. Graduation from case management is the goal of the HUD-VASH program in order to help the Veteran achieve optimal functioning and the ability to live independently in the community. Some Veterans are able to achieve this goal more quickly than others. Contract Case Managers will meet with Veteran to determine if the Veteran has achieved this milestone and develop an aftercare plan with the Veteran which will include Veteran being transferred to the VA for aftercare services*.* Contractor shall discuss graduating Veterans from HUD-VASH with the contract Liaison prior to making a referral to aftercare.

6.2. The Contractor shall re-assess any Veterans who do not meet the goals and objectives outlined in their Individual Service Plan to determine any barriers to housing stability and service engagement. The Contractor case manager shall work with the Veteran to eliminate any barriers, which may involve engagement issues, continued active use of substances, serious mental health and stress or trauma related issues. The case manager is expected to continue efforts to engage the Veteran unless there is a risk to the safety of the Case Manager. The Contractor shall consult with the COR or designee who can collaborate with VA facility Mental Health leadership, police service, SUD programs, mental health, or other homeless programs for assistance in determining alternative clinical treatment approaches at assist Veteran.

6.3. For Veterans who are at risk of eviction or having their voucher revoked by the PHA, the Contractor shall immediately notify the COR or designee and schedule a case conference with Landlord, contractor HUD-VASH team and the Veteran to try and prevent eviction from happening. ***NOTE:*** *Non-compliance with HUD-VASH does not necessarily lead to the loss of the voucher. PHA rescinds the Housing Choice Voucher (HCV) if the Veteran no longer meets or is non-compliant with PHA requirements. The Veteran will receive written notification from the PHA of this action.*

6.4. In the event a Veteran is evicted from his/her unit, the Contractor shall notify the COR or designee immediately to discuss options for rehousing.

6.5*.* In some instances, discharge from the HUD-VASH Program may be required if the Veteran refuses, despite all efforts to engage in case management. In these instances, the Contractor shall continue attempts to engage Veteran. Also in these instances, after 30 days of non-engagement by the Veteran, the Contractor shall initiate a case conference with the COR or designee to determine recommended action plan.

6.6. Contractor case managers shall complete a progress note in the EHR within 3 business days, and in the HOMES system, when a Veteran leaves the program without prior notice or case conferencing. The VA Liaison should be notified immediately if this situation occurs.

6.7. If the PHA revokes the Veteran’s voucher, the Veteran moves out of state, or the Veteran is incarcerated for more than 90 days, or if the Veteran requests in writing to the PHA to rescind his/her Voucher, a discharge will occur.

6.8. Voucher Porting: The Contractor shall provide for two types of porting vouchers:

6.8.1. One being within the DC VA Medical Center catchment area, meaning the Veteran can live within the jurisdiction of another PHA within the referring VAMC catchment area if the contractor can still provide case management.

6.8.2. The other will be outside of the DC VA Medical Center catchment area.

6.9. If a Veteran chooses to re-locate to another VAMC, the Contractor shall schedule a case conference with the COR or designee and with the VAMC in the relocation area. The Contractor shall then determine if that new VAMC has a HUD-VASH case management slot and that the new PHA has an available HUD-VASH voucher. HUD-VASH staff at the receiving VAMC must agree that they can and will provide case management services to the Veteran. It is the Contractor’s responsibility to verify that the receiving VAMC can provide these services. The Contractor shall continue to provide case management services until transfer is complete.

6.10*.* Once the transfer of a Veteran to another HUD-VASH program has been completed, the Contractor shall complete a contractor closing documentation note in the VA medical record system indicating that the Veteran is no longer part of the VA Washington DC HUD-VASH program.

**7. STAFFING QUALIFICATIONS/REQUIREMENT:**

7.1. Contractor staff with licensee/certification and performing work under this contract shall maintain an active standing with the licensing boards in their respective profession (License Clinical Social Worker (LCSW), etc.), in accordance with the below qualification requirements. All Contractor staff, which includes administrative, shall have certification in Basic Life Support (BLS) which shall be updated annually. The Contractor shall provide verification that all Contractor staff have met this requirement to the COR or designee. The Government prefers Contractor staff to have American Heart Association certification. Contractor staff shall not provide direct patient care without BLS certification.

7.2. Specific qualification requirements:

7.2.1. Clinical Supervisor: The Contractor shall have a full-time Clinical Supervisor assigned to this contract. The Clinical Supervisor shall oversee all Contractor staff assigned to work with Veterans. The Clinical Supervisor shall be a licensed clinical social worker (LCSW. The Clinical Supervisors shall be available for 24-hour access to management personnel for the purposes of clinical oversight, documentation, and crisis management. The Clinical Supervisor shall participate in weekly administrative meetings and team huddles with the COR and VA Liaison to discuss contract performance and trends. The Clinical Supervisor shall act as the point of contact for COR respondence and is responsible for disseminating information to Contractor staff. The Clinical Supervisor shall have an active, current, unrestricted license and a minimum of a master’s degree or doctorate from an accredited institution in Social Work. In addition, the Clinical Supervisor shall ensure appropriate supervision of any non-clinical/non- licensed Contractor staff providing related supportive services to Veterans to ensure quality of care, such as peer support specialists, vocational service counselors, etc. whether by providing clinical supervision themselves or assigning staff to another assigned clinical supervisors on staff. The Clinical Supervisor shall have direct oversight over unlicensed staff and staff gathering hours towards clinical licensure who are providing care. The Contractor shall ensure that all unlicensed staff have an assigned clinical supervisor.

7.2.3. Lead case managers. The Contractor shall have full-time lead case managers assigned to this contract. The lead case managers shall have a minimum of a bachelor’s degree and at least 2 years demonstrated case management experience with high needs/ high intensity of services populations. There is a strong preference by VA for master’s level case managers. Lead case managers shall be dedicated full-time to the caseload associated with this contract. A master’s degree is preferred from an accredited institution in sociology, psychology, social work, mental health counseling, or family therapy, and at least 1 year of demonstrated case management experience with high needs/high intensity of service populations.

7.2.4. Certified Substance Abuse counselor. The Contractor may have a Certified Substance Abuse Counselor. Certified Substance Abuse counselors shall have a minimum of a bachelor’s degree from an accredited institution and 1 year of demonstrated experience providing substance abuse counseling.

7.2.5. Peer Support Specialist (PSS).  The Contractor may have PSS serving on this contract to provide general service support to Veterans.  Preference is for PSS who have completed the VA designated Peer Specialist approved certification course. PSS shall have a history of mental health, substance misuse, health concerns, justice involvement and/or homelessness and be certified to help others with these concerns, identify and achieve specific life and recovery goals. Visits conducted by the PSS count towards the minimum visit requirement, though at least one visit per month shall be conducted by the Lead Case Manager when the Veteran is in the intensive stage of case management.

7.2.6. Housing Specialist. The Contractor may have housing specialists with preferred experience working with the homeless population, Veterans, and/or those with disabilities. Added experience could be strong writing skills, computer skills and experience working with property management, real estate, and public housing authorities. The Housing Specialist can count towards the weekly visit requirement when Veterans are homeless or newly housed.

7.3. The Contractor shall maintain a ratio of Veterans per lead case managers of no more than 25:1 weighted case load*.* Peer support specialists, nursing Staff, substance abuse counselors, count towards the weighted caseload. Visits from Housing Specialist count towards minimum visit requirement when Veteran is involved in housing search or newly housed.

7.4. The Contractor shall ensure there is coverage for staff when they are out on planned or unplanned leave and shall notify the COR or designee of this plan.

7.5. The Contractor shall provide staffing at a level to ensure that all services listed in the contract are met for every Veteran served. The Contractor shall have staff who are trained to provide services as identified. Contractor shall ensure that sufficient staff remains available to provide services for the term of this contract.

7.6. The Contractor shall have an identified point of contact for the management of billing of this contract who will work directly with the COR or designee on the billing matters of this contract. This person shall be the person described in section 7.2.1 of this SOW as the Clinical Supervisor. This person shall have full authority to act for the Contractor on all matters relating to the daily operation of this contract. An alternate may be designated, but the Contractor shall identify, in writing, those times when the alternate shall act as the point of contact.

7.6.1. Name:

7.6.2. Phone Number:

7.6.3. Fax Number:

7.6.4. VA Email Address:

7.7. The Contractor will have access to VA subject matter experts for case consultation for any Veteran covered under this contract. Contractors are encouraged to utilize this service at least monthly thru case consultation, team huddles, and/or case conferencing, or more frequently if needed.

7.8*.* **STANDARD FOR CONDUCT:**  The Government reserves the right to refuse acceptance of Contractor personnel whose personal or professional conduct jeopardizes Veteran’s care. Breaches of conduct include intoxication or debilitation resulting from drug use, theft, abuse, dereliction, or negligence in performing directed tasks, or other abuse, or other conduct resulting in formal complaints by the Veteran, COR or designee or VA staff. Contractor shall ensure its personnel maintain professional boundaries with Veteran. Contractor staff shall under no circumstances engage in sexual activities or sexual contact with Veterans or their family members, even if such contact is consensual. Contractor and Contractor staff shall under no circumstances engage in any monetary transactions either in the form of lending or borrowing of money or purchasing goods with the Veteran. Contractor and Contractor staff shall under no circumstances take unfair advantage of any professional relationship or exploit Veteran or their family members to further their personal, religious, political, or business interests. Contractor staff shall not engage in relationships with Veterans or their family members in whom there is a risk of exploitation or potential harm to the Veteran or Veteran family. Contractor is responsible for taking steps to protect Veterans and their family members and is responsible for setting clear, appropriate, and culturally sensitive boundaries.

7.8.1. Contractor shall comply with the Standards of conduct prescribed in VHA Handbook 6500 Appendix D: Dept of Veterans Affairs (VA) National Rules of Behavior, which is made part of this contract and is incorporated by reference herein.

7.8.2.Complaints concerning Contractor staff’s conduct with Government employees or Veteran patients shall be dealt with by the Contractor and COR or designee. The Contracting Officer is the final authority on validating complaints. The Government reserves the right to refuse acceptance of services from individual Contractor personnel and require the Contractor to remove such personnel from performing work under the contract for any reason that the Government determines to jeopardize performance of this contract or create the potential for harm to Veterans or VA staff. In the event the Government refuses acceptance of services of Contractor personnel, the Contractor shall immediately remove the individual(s) from performing work under the contract and provide replacement personnel that are acceptable to the Contracting Officer. The cost of removing and replacing such personnel shall be borne solely by the Contractor.

7.8.3. The Contractor shall ensure its personnel respect and maintain the basic rights of patients, demonstrating concern for personal dignity and human relationships.

7.8.4. Department of Health and Human Services/The Office of Inspector General Requirements: To ensure that the individuals providing services under this contract have not engaged in fraud or abuse regarding Sections 1128 and 1128A of the Social Security Act regarding federal health care programs, the Contractor shall check the Health and Human Services - Office of Inspector General (HHS/OIG), List of Excluded Individuals/Entities on the OIG Website ([www.hhs.gov/oig)](http://www.hhs.gov/oig)) annually for each person providing services under this contract. During the performance of this contract, the Contractor is prohibited from using any individual or business listed on the List of Excluded Individuals/Entities.

7.8.5. **HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA) PRIVACY RULE**: The Contractor shall ensure its personnel take all reasonable precautions to safeguard patient information from unauthorized access or modification, in both electronic and hard-copy formats. This includes not only electronic security measures such as “strong” user passwords on computer systems, but also physical barriers to prevent unauthorized use of computer workstations; and requires that hard copy Veteran files are stored in secured lockable areas, that files are in lockable cabinets, that the cabinets can in fact be locked (i.e., keys are available, and the locking mechanisms work properly). The Contractor shall also take all reasonable precautions to safeguard patient information when transferring Veteran information via electronic means, such as faxing or system-to-system transmission.

7.9. Subcontractors: All individuals that provide services under this contract and are not employees of the Contractor will be regarded as subcontractors. The Contractor shall be responsible and accountable for the quality of care delivered by all of its subcontractors. The Contractor shall ensure strict compliance with all contract terms and conditions without regard to who provides the service. The parties agree that the Contractor, its employees, agents, and subcontractors shall not be considered VA employees.

7.10. Substitution of Personnel: The Government shall have the right to require replacement of any contractor or subcontractor employee assigned to work on this contract, if the employee is determined not to possess the experience, education, credentials, or ability required under the contract, or if said employee is for any other reason found to be unsuitable by the Government to perform the work required by the contract. The replacement shall meet the personnel requirements stated in the contract. In the event the Government requires replacement of Contractor or subcontractor personnel, the Contractor shall provide replacement personnel that are acceptable to the COR or designee within 10 days. The cost of removing and replacing such personnel shall be borne solely by the Contractor.

7.11. Alcohol/Drug Screening: Contractor is responsible for ensuring their employees are not using alcohol or illegal drugs while performing work under this contact and are subject to random alcohol/drug testing performed by the Contractor. Contractor shall perform alcohol/ drug testing when there is a reasonable suspicion that an employee is using or impaired by alcohol or illegal drugs while on duty. Reasonable suspicion of alcohol/drug use or impairment includes, but is not limited, to the following:

7.11.1. Observable phenomena, such as direct observation of drug use, possession, or the physical symptoms of being under the influence of a drug.

7.11.2. A pattern of abnormal conduct or erratic behavior.

7.11.3. Arrest or conviction for a drug related offense or the identification of a contractor physician as the focus of a criminal investigation into illegal drug possession, use, or trafficking.

7.11.4. Information provided either by reliable and credible sources or independently corroborated.

7.11.5. Newly discovered evidence that the contract personnel has tampered with a previous drug test.

7.12. **HEALTH REQUIREMENTS:** The Contractor shall certify that all personnel providing services under its contract have received the following testing/immunizations within the past year and shall maintain coverage during the contract period:

7.12.1. Tuberculosis (TB) Testing Control and Exposure –QuantiFERON (QFTB) or radiological exam shall be evaluated within 90 days prior to providing services. TB Test shall be repeated annually if GLA annual test assessment classification changes from “Low Risk”. If a Contractor staff member has a positive QuantiFERON (QFTB), PPD test, or chest x-ray for TB, they shall be cleared by a physician prior to providing care under this contract. The Contractor shall provide the COR or designee with supportive documents of clearance to work for Contractor personnel with potential infection TB or latent TB infection prior using those personnel to providing services under this contract. The immunization of Contractor personnel shall be the responsibility of the Contractor at no cost to the Government.

7.12.2. Immunizations – for purposes of infection control, Contractor shall ensure that all Contractor personnel performing work under this contract take required immunizations and any health action required by generally accepted public health standards and any immunizations necessitated by any outbreaks in the area/community. Contractor personnel shall not be allowed to perform work under this contract until immunization documentation is provided to the COR or designee. Required immunizations are Hepatitis B, Measles, Mumps, Rubella and Varicella Zoster. The immunization of Contractor personnel shall be the responsibility of the Contractor at no cost to the Government.

7.12.3. Influenza Vaccination by November 30th of each year. The Contractor shall maintain supportive documents of current influenza immunization for all staff. Additionally, the “Health Care Personnel Influenza Vaccination Form” (VA Form 10-9050), will be provided annually to the Contractor by the COR and shall be stored in the Contractor’s competency folder. Supportive documentation shall indicate whether the Contractor’s personnel have been vaccinated and acknowledgement that they have read, understood, and agree to comply with the requirement that in the absence of vaccination they will be expected to wear a face mask throughout the influenza season when under conditions in the work environment. Contractor shall comply with Attachment 6: *VHA Directive 1192 Seasonal Influenza Prevention Program for VHA Health Care Personnel*, which is made part of this contract and is incorporated by reference herein*.* The immunization of Contractor personnel shall be the responsibility of the Contractor at no cost to the Government.

8.1. Contractor shall be required to have competency folders for their staff and be kept locked at their site for COR or designee review. Documents in this folder must be current and valid and include but are not limited to:

8.1.1. TB and Immunization Records

8.1.2. Copy of Current Professional License (if applicable)

8.1.3. Copy of Current BLS Certification

8.1.4. Copy of Valid Driver’s license

8.1.5. Copy of evidence of completion of all required trainings

8.2. Contractor shall ensure that all Contractor personnel who are likely to have occupational exposure to blood, other body fluids, or other potentially infectious materials, receive Hepatitis B vaccine, sign a voluntary declination, or have documented proof of immunity to Hepatitis B infection. The immunization of Contractor personnel shall be the responsibility of the Contractor at no cost to the Government.

8.3. Contractor shall ensure that Contractor personnel having patient contact or exposure to biological or pathological specimens shall be immunized against, be granted an immunization waiver, or have documented proof of immunity to rubella, mumps, polio and Hepatitis B. In addition, The Contractor shall ensure that Contractor personnel are free of infectious diseases (to include active Tuberculosis and Viral Hepatitis) that might reasonably be expected to place other workers, patients, or the public at risk. The immunization of Contractor personnel shall be the responsibility of the Contractor at no cost to the Government.

8.4. The Contractor shall provide the Government with all the information necessary to ensure that Government records are maintained correctly and in compliance with The Joint Commission (TJC), OSHA and the Center for Disease Control health records requirements, for each individual Contractor employee.

9. **PERSONNEL POLICY:**

9.1. Payment of Contractor personnel for any leave, including sick leave or vacation time is the sole responsibility of the Contractor. The Contractor shall comply with all existing local, state, and federal laws and regulations relevant to fringe benefits, and premium pay for their employees. Contractor personnel are not considered VA employees for any purpose and shall be considered employees of the Contractor, of the Contractor’s subcontractor(s), or independent contractors, based upon the employment status of each person. There is no employer- employee relationship between the VA and the Contractor or the Contractor personnel.

9.2. Any overtime and/or holiday pay that may be due to the Contractor personnel is the sole responsibility of the Contractor and shall not be billed to nor reimbursed by the Government.

9.3. It is expressly agreed and understood that this is a non-personal services contract, under which the professional services rendered by the Contractor, or its providers are rendered in their capacity as an independent contractor. The Contractor and its staff shall be liable for their liability-producing acts or omissions. However, before commencing work under this contract, the Contractor shall furnish certification to the Contracting Officer of the requisite liability insurance issued by a responsible insurance carrier in the amount of no less than $1,000,000.00 to protect the Government's interests or if the Contractor is an entity or a subdivision of a State that either provides for self-insurance or limits the liability or the amount of insurance purchased by State entities, then the insurance requirement of this contract shall be fulfilled by incorporating the provisions of the applicable State law.

9.3.1. The Contractor shall notify the Contracting Officer if it, or any of the service providers performing work under this contract, change insurance providers during the performance period of this contract. The notification shall provide evidence that the Contractor and/or service providers will meet all the requirements of this clause, including those concerning liability insurance and endorsements. These requirements may be met either under the new policy, or a combination of old and new policies, if applicable.

9.3.2. The Contractor shall insert the substance of this clause, including this paragraph, in all subcontracts for services. The Contractor shall be responsible for compliance by any subcontractor or lower-tier subcontractor with the provisions set forth in this Section.

10. **SECURITY REQUIREMENTS AND RECORDS:**

10.1. Position Risk and Sensitivity Designations. The position sensitivity for this contract has been designated as LOW RISK. All Contractor personnel appointed to LOW-RISK positions shall be subjects of a background investigation conducted by Office of Personnel Management (OPM), a National Agency Check with Inquires (NACI), and must receive a favorable adjudication from the VA Office of Security and Law Enforcement prior to starting work on this contract.

10.2. Contractor Responsibilities: The cost for background investigations for Contractor personnel performing work under this contract shall be borne by the Contractor, either in advance or as reimbursement to the Government. At this time, the current estimated costs for a National Agency Check with Written Inquiries are $140.00.

10.3. Once initiated, a NACI case is only open for 30 days, except in rare occasions when something in the person’s background requires and extension, therefore, it is imperative for the Contractor to ensure that Contractor personnel complete all the requirements within that time frame. The Contractor shall prescreen all personnel requiring access to the computer systems to ensure they maintain a U.S. citizenship and are able to read, write, speak, and understand the English language.

10.4. After contract award and prior to contract performance, Contractor shall submit to the Contracting Officer or the COR or designee all applicable employee information required to conduct the NACI investigation, such as the name, address, birth date and social security number to initiate the background check by completing the latest version of local Background Check Request Form for each person providing services under this contract. In addition, Contractor personnel are required to complete VA Form 0710, Authority for Release of Information Form and Optional Form 306. These forms shall be provided by the Contracting Officer or the COR or designee to the Contractor for the Contractor’s personnel to complete and submit along with fingerprints.

10.5. The Contractor shall return to the Contracting Officer or the COR or designee, the Background Check Request Form completed with the Contractor’s personnel information, VA Form 0710 and Optional Form 306 completed by each person requiring a background investigation.

10.6. The Contractor shall notify the Contracting Officer or the COR or designee prior to changing/adding new personnel to perform work under the contract by submitting a new Local Background Check Request Form. The Contractor, when notified of an unfavorable determination by the Government, shall withdraw the employee from consideration of working under this contract.

10.7. The Contractor shall submit the following required forms to the VA Office of Security and Law Enforcement, as outlined on the U.S Office of Personnel Management e-Qip Gateway website. These forms will be sent to Contractor personnel via VA email, providing detailed instructions regarding completion of the application process. This includes:

10.7.1. Standard Form 85, Questionnaire for Non-Sensitive Positions

10.7.2. If needed, Continuation Sheet for Questionnaires Standard Form 86A

10.7.3. FD 258, U.S. Department of Justice Fingerprint Applicant Chart; OR schedule to have electronic fingerprints as coordinated by the COR.

10.8. Release of Medical Information: The Contractor shall take reasonable measures to ensure Veterans’ privacy and confidentiality. The Contractor shall only release medical information obtained during this contract to VA employees involved in the care and/or treatment of the Veteran. The Contractor shall ensure that no Veteran information of any type is given to outside parties, agencies, or organizations of any type without the expressed written consent of the Veteran and the VA and only in capacities directly related to the provision of the services performed under this contract. Lists, names, and/or social security numbers of Veterans shall not be disclosed or revealed to third parties in any way, for any use outside the Contractor’s facility, without prior express written permission of the Contracting Officer or the Veteran. Contractor shall use only the minimum necessary Veteran information required to provide appropriate service to the correct Veteran. Contractor shall shred transcribed reports containing personal identifiers, when not used as an official record, in accordance with Attachment 7, VHA Directive 1605.01 Privacy and Release of Information. Contractor shall keep temporary paper records that are collected for destruction in a manner that will prevent their content from being read by individuals with no official business need or right to access the data contained in these records. Contractor shall ensure that the method of collecting and processing these records shall also prevent the loss or theft of these records until their final destruction. The Contractor is subject to the same penalties and liabilities for unauthorized disclosures of such records as VA personnel. The Contractor shall review and update all Release of Information forms with the Veteran on an annual basis.

10.9. Computer Security: In the performance of work under this contract, Contractor personnel may have regular access to printed and electronic files containing sensitive data. Contractor shall protect this data under the provisions of the Privacy Act of 1974 and other confidentiality laws, Attachment 7, VHA Directive 1605.01 Privacy and Release of Information. Contractor shall ensure its personnel protect the data from unauthorized release or from loss, alteration, or unauthorized deletion by: 1) following applicable regulations and instructions regarding access to computerized files, release of access codes, etc., as set out such provisions and in the access agreement which the contract personnel signs, and 2) ensuring that all Contractor personnel who will have access to sensitive information complete the privacy and security awareness training on an annual basis and sign the Rules of Behavior that outlines responsibilities of a user of any VA information system. The Contractor shall ensure that Contractor personnel use only their VA issued email address for all correspondence related to this contract.

10.10. The Contractor shall maintain all Veteran records in accordance with The Joint Commission (<https://www.jointcommission.org/standards_information/standards.aspx>)

and Commission on Accreditation of Rehabilitation Facilities (CARF) standards (<http://www.carf.org/home/>), which are made part of this contract and are incorporated by reference herein. The Contractor is subject to all Federal, State, and local laws regarding confidentiality of patient information. Upon request, Contractor shall make available to VA staff access to all records in the Contractor’s facility regarding the care of Veterans under this contract.

10.11. Contractor shall ensure that Contractor personnel who obtain access to hardware or media which may manipulate or store records revealing treatment for drug or alcohol abuse, sickle cell anemia, or infection with HIV, medical quality assurance records, or any other sensitive information as defined by the VA shall not access such records unless absolutely necessary to perform their contractual duties.

10.12. Contractor shall ensure that Contractor personnel who have access to this data shall not disclose such information to others, including other Contractor personnel not involved with the performance of the particular contractual duty for which access is necessary.

10.13. Contractor shall not use Government IT equipment or Government records to create or maintain any records that are not specifically required or authorized by the contract.

10.14. Contractor shall not retain, use, sell, or disseminate copies of any deliverable that contains information protected by the Privacy Act of 1974 or that is generally covered by the Freedom of Information Act.

10.15. Contractor shall not create or maintain any records containing any Government Agency records that are not specifically required or authorized by the contract.

10.16. The Contractor shall not dispose of any records created while performing services under this contract without the prior written consent of the Contracting Officer. The Contractor shall put in place procedures to prevent the alienation or unauthorized destruction of records, including all forms of mutilation.

10.17. Willful and unlawful destruction, damage or alienation of Federal records is subject to the fines and penalties imposed by 18 U.S.C 2701-Unlawful Access to Stored Communications. Contractor shall not move any records from the legal custody of the VA or destroy any records without regard to the provisions of the VA records schedules.

10.18. The Contractor shall obtain the Contracting Officer’s approval prior to engaging in any contractual relationship with third parties in support of this contract requiring the disclosure of information, documentary material, and/or records generated under, or relating to this contract.

10.19. The Contractor (and any subcontractor) shall abide by Government and VA guidance for protecting sensitive and proprietary information.

12. **BILLING FOR SERVICES, INVOICE AND PAYMENT**

12.1. The Contractor shall send a customer copy of invoice (clearly marked **NOT FOR BILLING PURPOSES**) with patient data, (names, last four digits of SSN or other identification number, type of services performed, with date service(s) performed, and unit price show for each service) to the designated COR through secure means that protects the veterans’ confidentiality.

12.2. Invoices shall be submitted monthly in arrears, no later than the tenth (10th) of each month. Invoices submitted for payment shall be reviewed for accuracy, verified against patient records to determine services rendered meet the standards defined in this statement of work, time records and attendance logs and shall be subject to approval by the VA prior to remittance of payment. Any discrepancies found shall be brought to the attention of the Contractor for resolution. A corrected copy of the invoice must be submitted by the Contractor, as instructed by the VA within three (3) working days of invoices being returned.

12.3. Invoices shall include all charges for care provided and payment made shall constitute payment in full for services rendered. Contractor shall not bill any additional charges to the patient, the patient’s family, or the patients’ insurance unless otherwise authorized by the VA. The following criteria will be used by the facility COR to adjust monthly invoices when the requirements identified in this PWS have not been fully met by the contractor for each Veteran billed. All other scenarios outside of the ones outlined in paragraph 38 will be reviewed and approved by the VA Liaison and/or COR.

12.4. VA will annotate invoices and supporting documents so that they are processed for payment only one time.  All invoices will be sent directly from the contractor to VA Finance Service Center for payment. It is the responsibility of the Contractor to ensure invoices are sent to the proper office identified in the terms of the contract, purchase order, or agreement.

**13. ACCEPTANCE OF SERVICES**

13.1. Acceptance of services per Veteran will be based on the documentation entered into the Electronic Health Record, the document’s adherence to the requirements included herein this contract, and the determination of invoice validity, as per the Prompt Payment Act and FAR 32.09 Payment Documentation and Process, which is described at the following link: [32.905 Payment documentation and process. | Acquisition.GOV](https://www.acquisition.gov/far/32.905) . Documentation in the Electronic Health Record which will serve as proof of enrollment and services rendered.

13.2. In instances where the minimum face-to-face contact cannot be made for any Veteran, the   
 following will be considered when reconciling invoices to acknowledge the Contractor’s efforts   
 to provide services. If the Contractor attempted to complete a scheduled face-to-face visit with the Veteran to no avail, the contractor shall document diligent effort for the respective contact period based on the Veteran’s acuity.

**14.** **DEFINITIONS**:

14.1. **HOMELESS OPERATIONS MANAGEMENT AND EVALUATION SYSTEM (HOMES):** The VA Homeless Operations and Management Evaluation System is an online database that captures demographic data and program outcomes on Veterans served in VA homeless programs.

14.2. **HOMELESS MANAGEMENT INFORMATION SYSTEM (HMIS):** HMIS is a local information technology system used to collect client-level data and data on the provision of housing and services to homeless individuals and families and persons at risk of homelessness.

14.3. **HUD-VASH FAMILY OR VETERAN FAMILY:** A “HUD-VASH family” or “Veteran family” refers to either the single Veteran or a Veteran with a household composed of two or more related persons. The term “HUD-VASH family” or “Veteran family” also includes one or more eligible persons living with the Veteran who are determined to be important to the Veteran’s care or well-being, or the surviving member(s) of a Veteran’s family, described in this definition, that were living with the Veteran in a unit assisted under the HUD-VASH Program at the time of the Veteran’s death. The composition of the household must be approved by PHA. The family must promptly inform PHA of the birth, adoption, or court-awarded custody of a child. Other persons may not be added to the household without prior written approval of the owner and PHA. ***NOTE:*** *HUD references “Family” in their regulations for HUD-VASH (Notice Public and Indian Housing (PIH) 2010-12 HA.) The partnerships with HUD and PHA require an understanding of their terminology to improve cross agency communication.*

14.4. **INTERDISCIPLINARY TEAM:** A group of healthcare providers from different fields who work together or toward the same goal to provide the best care or best outcome for a patient or group of patients.

14.5. **MOTIVATIONAL INTERVIEWING (MI):** MI is a client-centered and semi-directive clinical engagement approach which attempts to increase the Veteran’s awareness of the potential problems and complications caused, consequences experienced, and risks faced as a result of the harmful behavior in question. Clients are encouraged to envision a better future by considering what might be gained through change, in hopes of increasingly motivating them to achieve it. The discrepancy between how clients want their lives to be versus how they currently are (or between their deeply held values and their day-to-day behavior) is explored. The reluctance to change is viewed as natural rather than pathological and client self-efficacy and autonomy is supported.

14.6. **PROTECTED HEALTH INFORMATION (PHI):** Protected Health Information, or PHI, is often mentioned in relation to Health Insurance Portability and Accountability Act of 1996 (HIPAA) and healthcare. Under HIPAA, protected health information is considered to be individually identifiable information relating to past, present, or future health status of an individual that is created, collected, or transmitted, or maintained by a HIPAA-covered entity in relation to the provisions of healthcare, payment for healthcare services, or use in healthcare operations. PHI is considered when an individual could be identified from the information.

14.7. **PUBLIC HOUSING AGENCY (PHA):** Public housing was established to provide decent and safe rental housing for eligible low-income families, the elderly, and persons with disabilities. PHA is a specific city, county, or state agency that receives Federal funds from HUD to administer the Section 8 HCV to provide housing for low-income residents at rents they can afford. Each PHA has developed independent operating procedures that must comply with HUD regulations and the law. PHA is responsible for:

14.7.1. Verifying income eligibility

14.7.2. Completing a background check only to ensure that the Veteran

14.7.3. Issuing one of the program-designated housing vouchers after the veteran has successfully completed this process.

14.7.4. Assisting with porting vouchers to another PHA.

14.7.5. Providing housing-search resources to HUD-VASH Veterans

14.7.6. Inspecting housing units in a timely fashion to ensure safe and decent housing.

14.8. **SEVERE MENTAL HEALTH PROBLEM:** Severe Mental Health Problem (also known as Serious Mental Illness (SMI)) is defined as meeting the criteria through a mental health evaluation for one or more of the following mental illnesses: major depression, schizophrenia, bipolar disorder, obsessive compulsive disorder (OCD), panic disorder, post-traumatic stress disorder (PTSD) and borderline personality disorder.

14.9. **SQUARES:** SQUARES is a VA web application that provides external homeless service organizations with reliable, detailed information about Veteran eligibility. Users submit identity attributes for homeless individuals (name, DOB, SSN, gender), and SQUARES returns information regarding their Veteran status and eligibility for homeless programs. The tool facilitates quick and simple access to care for homeless and at-risk Veterans.

14.10. **STATE:** State refers to any of the states of the United States (U.S.), the District of Columbia, the Commonwealth of Puerto Rico, any territory or possession of the U.S., or any agency or instrumentality of a state, exclusive of local governments. The term does not include any Public and Indian Housing agency under the United States Housing Authority of 1937.

14.11. **TALENT MANAGEMENT SYSTEM (TMS):** An online training and employee development system that allows current VA employees to: Search and register for courses from an extensive online course catalog. Track professional development through a single, integrated database.

14.12. **VA VIDEO CONNECT (VVC**): Will work on nearly any device that has an internet connection; a web camera, microphone, and speakers (either internal or attached); and a web browser. The VVC application provides video conference services to connect Veteran patients to their VA Providers.

14.13. **VETERAN:** A Veteran is, for the purpose of HUD-VASH, a person who served   
 in the active military, naval, or air service, and who was discharged or released under   
 conditions other than dishonorable

**VA INFORMATION AND INFORMATION SYSTEM SECURITY AND PRIVACY**

GENERAL

Contractors, contractor personnel, subcontractors and subcontractor personnel will be subject to the same federal laws, regulations, standards, VA directives and handbooks, as VA personnel regarding information and information system security and privacy.

**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 and subcontractors only to the extent necessary to perform the services specified in the solicitation or contract. This includes indirect entities, both affiliate of contractor/subcontractor and agent of contractor/subcontractor.

b. Contractors and subcontractors shall sign the VA Information Security Rule of Behavior (ROB) before access is provided to VA information and information systems (see Section 4, Training, below). The ROB contains the minimum user compliance requirements and does not supersede any policies of VA facilities or other agency components which provide higher levels of protection to VA’s information or information systems. Users who require privileged access shall complete the VA elevated privilege access request processes before privileged access is granted.

c. All contractors and subcontractors working with VA information are subject to the same security investigative and clearance 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 shall be in accordance with VA Directive and Handbook 0710, Personnel Suitability and Security Program. The Office of Human Resources and Administration/Operations, Security and Preparedness (HRA/OSP) is responsible for these policies and procedures. Contract personnel who require access to classified information or information systems shall have an appropriate security clearance. Verification of a Security Clearance shall be processed through the Special Security Officer located in HRA/OSP. Contractors shall conform to all requirements stated in the National Industrial Security Program Operating Manual (NISPOM).

d. All contractors and subcontractors shall comply with conditions specified in VAAR 852.204-71(d); Contractor operations required to be in United States. All contractors and subcontractors working with VA information must be permanently located within a jurisdiction subject to the law of the United States or its Territories to the maximum extent feasible. If services are proposed to be performed abroad the contractor must state where all non-U.S. services are provided. The contractor shall deliver to VA a detailed plan specifically addressing communications, personnel control, data protection and potential legal issues. The plan shall be approved by the COR/CO in writing prior to access being granted.

e. The contractor shall notify the COR/CO in writing immediately (no later than 24 hours) after personnel separation or occurrence of other causes. Causes may include the following:

(1) Contractor/subcontractor personnel no longer has a need for access to VA information or VA information systems. VA Handbook 6500.6 April 22, 2024 APPENDIX C C-5

(2) Contractor/subcontractor personnel are terminated, suspended, or otherwise has their work on a VA project discontinued for any reason.

(3) Contractor believes their own personnel or subcontractor personnel may pose a threat to their company’s working environment or to any company owned property. This includes contractor-owned assets, buildings, confidential data, customers, employees, networks, systems, trade secrets and/or VA data.

(4) Any previously undisclosed changes to contractor/subcontractor background history are brought to light, including but not limited to changes to background investigation or employee record.

(5) Contractor/subcontractor personnel have their authorization to work in the United States revoked.

(6) Agreement by which contractor provides products and services to VA has either been fulfilled or terminated, such that VA can cut off electronic and/or physical access for contractor personnel.

**VA INFORMATION CUSTODIAL LANGUAGE**

* 1. 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).
  2. 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.

* 1. 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.
  2. The contractor/subcontractor must receive, gather, store, back up, maintain, use, disclose and dispose of VA information only in compliance with the terms of the contract and applicable Federal and VA information confidentiality and security laws, regulations and policies. If Federal or VA information confidentiality and security laws, regulations and policies become applicable to the VA information or information systems after execution of the contract, or if NIST issues or updates applicable FIPS or Special Publications (SP) after execution of this contract, the parties agree to negotiate in good faith to implement the information confidentiality and security laws, regulations and

policies in this contract.

* 1. 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.
  2. 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.
  3. If a VHA contract is terminated for cause, the associated BAA must also be terminated and appropriate actions taken in accordance with VHA Handbook 1600.01, *Business Associate Agreements*. Absent an agreement to use or disclose protected health information, there is no business associate relationship.
  4. 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.
  5. The contractor/subcontractor’s firewall and Web services security controls, if applicable, shall meet or exceed VA’s minimum requirements. VA Configuration Guidelines are available upon request.
  6. Except for uses and disclosures of VA information authorized by this contract for performance of the contract, the contractor/subcontractor may use and disclose VA information only in two other situations: (i) in response to a qualifying order of a court of competent jurisdiction, or (ii) with VA’s prior written approval. The contractor/subcontractor must refer all requests for, demands for production of, or inquiries about, VA information and information systems to the VA contracting officer for response.
  7. Notwithstanding the provision above, the contractor/subcontractor shall not release VA records protected by Title 38 U.S.C. 5705, confidentiality of medical quality assurance records and/or Title 38 U.S.C. 7332, confidentiality of certain health records pertaining to drug addiction, sickle cell anemia, alcoholism or alcohol abuse, or infection with human immunodeficiency virus. If the contractor/subcontractor is in receipt of a court order or other requests for the above mentioned information, that contractor/subcontractor shall immediately refer such court orders or other requests to the VA contracting officer for response.
  8. For service that involves the storage, generating, transmitting, or exchanging of VA sensitive information but does not require C&A or an MOU-ISA for system interconnection, the contractor/subcontractor must complete a Contractor Security Control Assessment (CSCA) on a yearly basis and provide it to the COTR.

**TRAINING**

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

Sign and acknowledge (either manually or electronically) understanding of and responsibilities for compliance with the Contractor Rules of Behavior, Appendix E relating to access to VA information and information systems.

Successfully complete the VA Cyber Security Awareness and Rules of Behavior training and annually complete required security training.

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

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

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

# SECTION C - CONTRACT CLAUSES

## C.1 52.212-4 CONTRACT TERMS AND CONDITIONS—COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (NOV 2023)

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

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

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

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

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

(d) Disputes. This contract is subject to 41 U.S.C. chapter 71, Contract Disputes. Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at Federal Acquisition Regulation (FAR) 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) *Definitions.* The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.

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

(g) Invoice*.*

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

(i) Name and address of the Contractor;

(ii) Invoice date and number;

(iii) Contract number, line item number and, if applicable, the order number;

(iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;

(v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;

(vi) Terms of any discount for prompt payment offered;

(vii) Name and address of official to whom payment is to be sent;

(viii) Name, title, and phone number of person to notify in event of defective invoice; and

(ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

(x) Electronic funds transfer (EFT) banking information.

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

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

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

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

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

(i) Payment.—

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

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

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

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

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

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

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

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

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

(D) Contractor point of contact.

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

(6) *Interest.*

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

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

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

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

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

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

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

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

(A) The date fixed under this contract.

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

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

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

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

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

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

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

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

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

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

(l) *Termination for the Government's convenience.* The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

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

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

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

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

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

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

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

(1) The schedule of supplies/services.

(2) The Assignments, Disputes, Payments, Invoice, Other Compliances, Compliance with Laws Unique to Government Contracts, and Unauthorized Obligations paragraphs of this clause;

(3) The clause at 52.212-5.

(4) Addenda to this solicitation or contract, including any license agreements for computer software.

(5) Solicitation provisions if this is a solicitation.

(6) Other paragraphs of this clause.

(7) The Standard Form 1449.

(8) Other documents, exhibits, and attachments

(9) The specification.

(t) [Reserved]

(u) *Unauthorized Obligations*.

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

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

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

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

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

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

(End of Clause)

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

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

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

## C.2 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)

|  |  |  |
| --- | --- | --- |
| **FAR Number** | **Title** | **Date** |
|  |  |  |
| 52.204-9 | PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL | JAN 2011 |
| 52.204-13 | SYSTEM FOR AWARD MANAGEMENT MAINTENANCE | OCT 2018 |
| 52.204-18 | COMMERCIAL AND GOVERNMENT ENTITY CODE MAINTENANCE | AUG 2020 |
| 52.224-1 | PRIVACY ACT NOTIFICATION | APR 1984 |
| 52.224-2 | PRIVACY ACT | APR 1984 |

## C.3 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

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

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

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed five (5) years.

(End of Clause)

## 52.228-5 INSURANCE—WORK ON A GOVERNMENT INSTALLATION (JAN 1997)

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

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

(1) For such period as the laws of the State in which this contract is to be performed prescribe; or

(2) Until 30 days after the insurer or the Contractor gives written notice to the Contracting Officer, whichever period is longer.

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

## CL-120 SUPPLEMENTAL INSURANCE REQUIREMENTS

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

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

(b) General Liability: per occurrence.

(c) Automobile liability: per person; per occurrence and property damage.

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

## C.4 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.5 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.6 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 [] 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.7 VAAR 852.232-72 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS (NOV 2018)

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

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

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

(3) *Electronic form* means an automated system transmitting information electronically according to the accepted electronic data transmission methods and formats identified in paragraph (c) of this clause. Facsimile, email, and scanned documents are not acceptable electronic forms for submission of payment requests;

(4) *Invoice payment* has the meaning given in FAR 32.001; and

(5) *Payment request* means any request for contract financing payment or invoice payment submitted by the contractor under this contract.

(b) *Electronic payment requests.* Except as provided in paragraph (e) of this clause, the contractor shall submit payment requests in electronic form. Purchases paid with a Government-wide commercial purchase card are considered to be an electronic transaction for purposes of this rule, and therefore no additional electronic invoice submission is required.

(c) *Data transmission.* A contractor must ensure that the data transmission method and format are through one of the following:

(1) VA’s Electronic Invoice Presentment and Payment System at the current website address provided in the contract.

(2) Any system that conforms to the X12 electronic data interchange (EDI) formats established by the Accredited Standards Center (ASC) and chartered by the American National Standards Institute (ANSI).

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

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

(1) Awards made to foreign vendors for work performed outside the United States;

(2) Classified contracts or purchases when electronic submission and processing of payment requests could compromise the safeguarding of classified or privacy information;

(3) Contracts awarded by contracting officers in the conduct of emergency operations, such as responses to national emergencies;

(4) Solicitations or contracts in which the designated agency office is a VA entity other than the VA Financial Services Center in Austin, Texas; or

(5) Solicitations or contracts in which the VA designated agency office does not have electronic invoicing capability as described above.

(End of Clause)

## C.8 VAAR 852.237-75 KEY PERSONNEL (OCT 2019)

The key personnel specified in this contract are considered to be essential to work performance. At least 30 days prior to the Contractor voluntarily diverting any of the specified individuals to other programs or contracts the Contractor shall notify the Contracting Officer and shall submit a justification for the diversion or replacement and a request to replace the individual. The request must identify the proposed replacement and provide an explanation of how the replacement’s skills, experience, and credentials meet or exceed the requirements of the contract. If the employee of the Contractor is terminated for cause or separates from the contractor voluntarily with less than thirty days notice, the Contractor shall provide the maximum notice practicable under the circumstances. The Contractor shall not divert, replace, or announce any such change to key personnel without the written consent of the Contracting Officer. The contract will be modified to add or delete key personnel as necessary to reflect the agreement of the parties.

(End of Clause)

## C.9 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)

(End of Addendum to 52.212-4)

## C.10 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS—COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (MAY 2024)

(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 Covered Entities (DEC 2023) (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).

[] (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.)

[] (4) 52.203–17, Contractor Employee Whistleblower Rights (NOV 2023) (41 U.S.C. 4712); this clause does not apply to contracts of DoD, NASA, the Coast Guard, or applicable elements of the intelligence community—see FAR 3.900(a).

[X] (5) 52.204–10, Reporting Executive Compensation and First-Tier Subcontract Awards (JUN 2020) (Pub. L. 109–282) (31 U.S.C. 6101 note).

[] (6) [Reserved]

[X] (7) 52.204–14, Service Contract Reporting Requirements (OCT 2016) (Pub. L. 111–117, section 743 of Div. C).

[] (8) 52.204–15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (OCT 2016) (Pub. L. 111–117, section 743 of Div. C).

[X] (9) 52.204–27, Prohibition on a ByteDance Covered Application (JUN 2023) (Section 102 of Division R of Pub. L. 117–328).

[] (10) 52.204–28, Federal Acquisition Supply Chain Security Act Orders—Federal Supply Schedules, Governmentwide Acquisition Contracts, and Multi-Agency Contracts. (DEC 2023) (Pub. L. 115–390, title II).

[] (11)(i) 52.204–30, Federal Acquisition Supply Chain Security Act Orders— Prohibition. (DEC 2023) (Pub. L. 115–390, title II).

[] (ii) Alternate I (DEC 2023) of 52.204–30.

[X] (12) 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] (13) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (OCT 2018) (41 U.S.C. 2313).

[] (14) [Reserved]

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

[] (16) 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).

[] (17) [Reserved]

[] (18)(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.

[] (19)(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.

[] (20) 52.219-8, Utilization of Small Business Concerns (FEB 2024) (15 U.S.C. 637(d)(2) and (3)).

[] (21)(i) 52.219–9, Small Business Subcontracting Plan (SEP 2023) (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 2023) of 52.219–9.

[] (22)(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.

[] (23) 52.219–14, Limitations on Subcontracting (OCT 2022) (15 U.S.C. 657s).

[] (24) 52.219-16, Liquidated Damages—Subcontracting Plan (SEP 2021) (15 U.S.C. 637(d)(4)(F)(i)).

[] (25) 52.219–27, Notice of Set-Aside for, or Sole-Source Award to, Service-Disabled Veteran-Owned Small Business (SDVOSB) Concerns Eligible Under the SDVOSB Program (FEB 2024) (15 U.S.C. 657f).

[] (26) (i) 52.219–28, Post-Award Small Business Program Representation (FEB 2024) (15 U.S.C. 632(a)(2)).

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

[] (27) 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)).

[] (28) 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)).

[] (29) 52.219-32, Orders Issued Directly Under Small Business Reserves (MAR 2020) (15 U.S.C. 644(r)).

[] (30) 52.219–33, Nonmanufacturer Rule (SEP 2021) (15 U.S.C. 657s).

[] (31) 52.222-3, Convict Labor (JUN 2003) (E.O. 11755).

[] (32) 52.222–19, Child Labor—Cooperation with Authorities and Remedies (FEB 2024) (E.O. 13126).

[X] (33) 52.222-21, Prohibition of Segregated Facilities (APR 2015).

[X] (34)(i) 52.222–26, Equal Opportunity (SEP 2016) (E.O. 11246).

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

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

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

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

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

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

[X] (38) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496).

[X] (39)(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] (40) 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.)

[] (41)(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.)

[] (42) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (MAY 2024) (42 U.S.C. 7671, *et seq*.).

[] (43) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (MAY 2024) (42 U.S.C. 7671, *et seq*.).

[] (44) 52.223-20, Aerosols. (MAY 2024) (42 U.S.C. 7671, *et seq*.).

[] (45) 52.223-21, Foams (MAY 2024). (42 U.S.C. 7671, *et seq*.).

[X] (46) 52.223-23, Sustainable Products and Services (MAY 2024) (E.O. 14057, 7 U.S.C. 8102, 42 U.S.C. 6962, 42 U.S.C. 8259b, and 42 U.S.C. 7671I).

[X] (47)(i) 52.224-3, Privacy Training (JAN 2017) (5 U.S.C. 552a).

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

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

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

[] (49)(i) 52.225-3, Buy American—Free Trade Agreements—Israeli Trade Act (NOV 2023) (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 (FEB 2024) of 52.225-3.

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

[] (50) 52.225–5, Trade Agreements (NOV 2023) (19 U.S.C. 2501, *et seq*., 19 U.S.C. 3301 note

[X] (51) 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).

[] (52) 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).

[] (53) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (NOV 2007) (42 U.S.C. 5150).

[] (54) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (NOV 2007) (42 U.S.C. 5150).

[X] (55) 52.226-8, Encouraging Contractor Policies to Ban Text Messaging While Driving (MAY 2024) (E.O. 13513)

[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).

[X] (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:

[X] (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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| Employee Class | Monetary Wage-Fringe Benefits |
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[X] (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).

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

[X] (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) 52.203–17, Contractor Employee Whistleblower Rights (NOV 2023) (41 U.S.C. 4712).

(iii) 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)).

(iv) 52.204–23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab Covered Entities (DEC 2023) (Section 1634 of Pub. L. 115–91).

(v) 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).

(vi) 52.204–27, Prohibition on a ByteDance Covered Application (JUN 2023) (Section 102 of Division R of Pub. L. 117–328).

(vii) (A) 52.204–30, Federal Acquisition Supply Chain Security Act Orders— Prohibition. (DEC 2023) (Pub. L. 115–390, title II).

(B) Alternate I (DEC 2023) of 52.204–30.

(viii) 52.219–8, Utilization of Small Business Concerns (FEB 2024) (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.

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

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

(xi) 52.222–35, Equal Opportunity for Veterans (JUN 2020) (38 U.S.C. 4212).

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

(xiii) 52.222–37, Employment Reports on Veterans (JUN 2020) (38 U.S.C. 4212).

(xiv) 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.

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

(xvi)(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).

(xvii) 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).

(xviii) 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).

(xix) 52.222-54, Employment Eligibility Verification (MAY 2022) (E. O. 12989).

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

(xxi) 52.222-62 Paid Sick Leave Under Executive Order 13706 (JAN 2022) (E.O. 13706).

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

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

(xxiii) 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).

(xxiv) 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.

(xxv) 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.

(xxvi) 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.

(End of Clause)

# SECTION D - CONTRACT DOCUMENTS, EXHIBITS, OR ATTACHMENTS

## D.1 Attachment 1: The McKinney-Vento Homeless Assistance Act.

## D.2 Attachment 2: VHA Directive 1162.05.

## D.3 Attachment 3: Productivity and Staffing In Clinical Encounters For Mental Health Providers.

## D.4 Attachment 4: Patient Care Data Capture and Closeout.

## D.5 Attachment 5: Reference VHA Handbook 1100.19 credentialing and privileging.

## D.6 Attachment 6: VHA Directive 1192 Seasonal Influenza Prevention Program for VHA Healthcare Personnel

## D.7 Attachment 7: VHA Directive 1605.01 Privacy and Release Information

## D.8 Attachment 8: BUSINESS ASSOCIATE AGREEMENT - BAA.

## D.9 Attachment 9: WAGE GRADE DETERMINATION - DC.

# SECTION E - SOLICITATION PROVISIONS

## E.1 52.201-1 ACQUISITION 360: VOLUNTARY SURVEY (SEP 2023)

(a) All actual and potential offerors are encouraged to provide feedback on the pre-award and debriefing processes, as applicable. Feedback may be provided to agencies up to 45 days after award. The feedback is anonymous, unless the participant self-identifies in the survey. Actual and potential offerors can participate in the survey by selecting the following link: *https:// www.acquisition.gov/360*.

(b) The Contracting Officer will not review the information provided until after contract award and will not consider it in the award decision. The survey is voluntary and does not convey any protections, rights, or grounds for protest. It creates a way for actual and potential offerors to provide the Government constructive feedback about the pre-award and debriefing processes, as applicable, used for a specific acquisition.

(End of Clause)

## E.2 52.212-1 INSTRUCTIONS TO OFFERORS—COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (SEP 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) Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items and other references (including contract numbers, points of contact with telephone numbers and other relevant information); and

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

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

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

(e) *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 product descriptions can be downloaded from the ASSIST website at *<https://assist.dla.mil>*.

(ii) If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this solicitation, a copy of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained from the address in paragraph (i)(1)(i) of this provision.

(2) Most unclassified Defense specifications and standards may be downloaded from the ASSIST website at *<https://assist.dla.mil>*.

(3) Defense documents not available from the ASSIST website may be requested from the Defense Standardization Program Office by-

(i) Using the ASSIST feedback module (*<https://assist.dla.mil/feedback>*); or

(ii) Contacting the Defense Standardization Program Office by telephone at 571-767-6688 or email at *assisthelp@dla.mil*.

(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 and past performance information on the debriefed offeror.

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

(4) A summary of the rationale for award;

(5) For acquisitions of commercial 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.

## E.3 SUPPLEMENTAL INSTRUCTIONS TO OFFERORS

OFFEROR MUST ENSURE THAT ITS PROPOSAL IS SUBMITTED TIMELY TO ENSURE DELIVERY AND RECEIPT BY THE DUE DATE AND TIME IDENTIFIED IN BOX 20 ON THE SF1449 (Page 1 of the solicitation).  LATE PROPOSALS WILL NOT BE ACCEPTED.

Questions are due no later than 03-07-2025 by 2pm EST.

This solicitation will close on 03-21-2025 by 3pm EST.

Proposals must be submitted by via **Email** to [Charles.Willis@va.gov](mailto:Charles.Willis@va.gov).

Offeror must:

(a)  Complete Box 12, 17, and 30 of the SF 1449 (Page 1) of the solicitation.  Provide the legal entity name, address, telephone number and SAM Unique identifier in Box 17.

(b)  Complete Section B.1., contractor POC information.

(c)  Complete Section B.2 Price/Cost Schedule: You must enter price quotes for each line item. You may separately include a narrative explanation of the criteria, assumptions and the like that was taken into consideration to arrive at the quoted prices.

Type of award: A firm-fixed-price contract with a base year period and four option year periods.

Award Basis: The RFQ will be using the procedures IAW FAR 13.106-2(b)(3) - Contracting offices may conduct comparative evaluations of offers. The Government will issue an award to the responsible quoter whose quotation conforming to the solicitation will be most advantageous to the Government, price and other factors considered.

Evaluation Approach. The Government will evaluate quotations using the comparative evaluation process outlined in FAR 13.106-2 (b) (3), where quotations will be compared to one another to determine which provides the best benefit to the Government. The Government reserves the right to consider a quotation other than the lowest price that provides additional benefit(s). Quotations may exceed minimum requirements of the solicitation. The Government reserves the right to select a quotation that provides benefit to the Government that exceeds the minimum requirements of the solicitation but is not required to do so. Each response must meet the minimum requirements of the solicitation. The Government is not requesting or accepting alternate quotations.

Technical Approach

Provide information that clearly describes your company’s technical approach to perform the requirements of the Statement of Work as demonstrated through the following factors:

* Offeror should provide a narrative addressing its relevant **Technical Capabilities**, addressing such items as:
* Describe firm’s knowledge and understanding of the special needs of homeless veterans, chronic homelessness, chronic mental illness, and substance use disorders.
* Describe firm’s knowledge and experience in providing supportive case management, community home visits and rapid rehousing services for persons with severe and persistent mental illness and co-occurring substance abuse disorders.
* Specify location of proposed facility to be utilized under this contract. Include mailing address, street address, city, town, and county as applicable. **Facility must be within a 50-mile radius of the DC VAMC, 50 Irving St., NW, Washington D.C. 20422.**
* Provide a list of the specific staff who will be utilized in the performance of this contract, along with a copy of their resumes, education credentials, licensing and a description of the particular services to be provided by such personnel.
* Provide a staffing plan demonstrating that the contractor employs sufficient professional staff and other personnel to carry out the policies and procedures of the program.
* Demonstrate capability/mechanism to begin contract performance within ninety (90) days after award.
* Demonstrate a clear ability to provide the full range of services as outlined in the statement of work to include supportive case management services, housing assistance, homeless outreach, community engagement, etc.
* Describe your organization’s knowledge of the Housing First Model and how it applies in housing the populations described in the statement of work.
* Demonstrate knowledge and understanding of the special needs of homeless Veterans, with chronic homelessness, chronic mental illness, and co-occurring substance use disorders.
* Demonstrate knowledge and experience in providing homeless outreach, engaging homeless persons in the community and familiarity with permanent housing resources in the Washington, DC area.
* Describe your methodology/approach to providing case management to chronically homeless persons in the DC VAMC catchment area; demonstrating linkages to appropriate housing resources, collaborative relationships with community partners and positive outcomes in stable housing placements.

Past Performance

* Identify any federal, state and local government contracts as well as any private/commercial contracts of similar scope, size, complexity that are ongoing or were completed with the past two years. Include the following information for each contract:
  + Company Name and address;
  + Types of services performed;
  + Name, telephone number or e-mail address of responsible individuals who have firsthand knowledge of performance relative to the same type of services;
  + Dates of contract performance and;
  + Total contract value.
* Provide the number of years the firm has been in business of providing community-based case management services to homeless individuals.
* Past performance information is one indicator of an offeror’s ability to perform the contract successfully. Current and relevant information, source of information, context of data, and general trends in Contractor’s performance shall be considered as it pertains to the performance of work described in this solicitation. Offerors may provide information on problems encountered on identified contracts and the offeror’s corrective action. The Government shall consider this information as well as information obtained from any other sources when evaluating the offeror’s past performance.

PRICE

* Offerors must propose pricing on all solicited line items (base year + all option years) in order to be considered. The total evaluated price shall be determined by adding the total price for base year to the total price for all option years.

(d)The Offeror shall complete FAR Provision 52.212-3. 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/" \o "https://www.sam.gov" \t "_blank). If the Offeror has not completed the annual representations and certifications electronically, the Offeror shall complete only paragraphs (c) through (v) of this provision.

(e) Provide documentation that best describes how the offeror will ensure protection when storing, generating, transmitting, or exchanging VA sensitive information. In accordance with (IAW) the VA Handbook VA Handbook 6500.6 Appendix C VA information security requirements: For service that involves the storage, generating, transmitting, or exchanging of VA sensitive information but does not require C&A or an MOU-ISA for system interconnection, the contractor/subcontractor must then specify the mechanism/documentation used to ensure the VA sensitive information is protected. This is to be submitted to the PM/COR.

(End of Provision)

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:

## E.8 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)

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| **FAR Number** | **Title** | **Date** |
| 52.204-7 | SYSTEM FOR AWARD MANAGEMENT | OCT 2018 |
| 52.204-16 | COMMERCIAL AND GOVERNMENT ENTITY CODE REPORTING | AUG 2020 |
| 52.229-11 | TAX ON CERTAIN FOREIGN PROCUREMENTS—NOTICE AND REPRESENTATION | JUN 2020 |
|  |  |  |

(End of Addendum to 52.212-1)

## E.2 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 52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS (OCT 2018)

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

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

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

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

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

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

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

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

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

(i) In a criminal proceeding, a conviction.

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

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

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

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

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

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

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

(End of Provision)

## E.5 52.216-1 TYPE OF CONTRACT (APR 1984)

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

(End of Provision)

## E.6 52.233-2 SERVICE OF PROTEST (SEP 2006)

Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

Hand-Carried Address:

Department of Veterans Affairs

Contracting (90C)

849 International Drive

Linthicum, MD 21090

Mailing Address

Department of Veterans Affairs

Contracting (90C)

849 International Drive

Linthicum, MD 21090

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

(End of Provision)

## E.7 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 852.233-71 ALTERNATE PROTEST PROCEDURE (OCT 2018)

(a) As an alternative to filing a protest with the Contracting Officer, an interested party may file a protest by mail or electronically with: Executive Director, Office of Acquisition and Logistics, Risk Management and Compliance Service (003A2C), Department of Veterans Affairs, 810 Vermont Avenue NW, Washington, DC 20420 or Email: *EDProtests@va.gov.*

(b) The protest will not be considered if the interested party has a protest on the same or similar issue(s) pending with the Contracting Officer.

(End of Provision)

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

Deputy Assistant Secretary for Acquisition and Logistics,

Risk Management Team, Department of Veterans Affairs

810 Vermont Avenue, N.W.

Washington, DC 20420

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

Director, Office of Construction and Facilities Management

811 Vermont Avenue, N.W.

Washington, DC 20420

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

(a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following order of importance shall be evaluated 1 and 2 being the most important, 3 is the least important.

1. Technical Approach

2. Past Performance

3. Price

Technical factors are more important than past performance. Technical factors and past performance factors, when combined are significantly more important than price.

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

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

(End of Provision)

## E.10 52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS—COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (MAY 2024)

The Offeror shall complete only paragraph (b) of this provision if the Offeror has completed the annual representations and certification electronically in the System for Award Management (SAM) accessed through *<https://www.sam.gov>*. If the Offeror has not completed the annual representations and certifications electronically, the Offeror shall complete only paragraphs (c) through (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 (SDVOSB) concern* means a small business concern—

(1)(i) Not less than 51 percent of which is owned and controlled 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; or

(2) A small business concern eligible under the SDVOSB Program in accordance with 13 CFR part 128 (see subpart 19.14).

(3) *Service-disabled veteran*, as used in this definition, 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), and who is registered in the Beneficiary Identification and Records Locator Subsystem, or successor system that is maintained by the Department of Veterans Affairs’ Veterans Benefits Administration, as a service-disabled veteran.

*Service-disabled veteran-owned small business (SDVOSB) concern eligible under the SDVOSB Program* means an SDVOSB concern that—

(1) Effective January 1, 2024, is designated in the System for Award Management (SAM) as certified by the Small Business Administration (SBA) in accordance with 13 CFR 128.300; or

(2) Has represented that it is an SDVOSB concern in SAM and submitted a complete application for certification to SBA on or before December 31, 2023.

*Service-disabled veteran-owned small business (SDVOSB) Program* means a program that authorizes contracting officers to limit competition, including award on a sole-source basis, to SDVOSB concerns eligible under the SDVOSB Program.

*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 124.1001, 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 the threshold at 13 CFR 124.104(c)(2) 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 and controlled 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>*. 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) *SDVOSB 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 that it [ ] is, [ ] is not an SDVOSB concern.

(4) *SDVOSB concern joint venture eligible under the SDVOSB Program*. The offeror represents that it [ ] is, [ ] is not an SDVOSB joint venture eligible under the SDVOSB Program that complies with the requirements of 13 CFR 128.402. [*Complete only if the offeror represented itself as an SDVOSB concern in paragraph (c)(3) of this provision.] [The offeror shall enter the name and unique entity identifier of each party to the joint venture*:\_\_.]

(5) *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 124.1001.

(6) *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.

(7) *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: \_\_\_*\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.]

(8) *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)(9) and (10):** Complete paragraphs (c)(9) and (10) only if this solicitation is expected to exceed the simplified acquisition threshold.

(9) *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.

(10) *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:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(11) *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 ‘‘Bahraini, 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 Bahraini, 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 Bahraini, 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 52.225–3 is included in this solicitation, substitute the following paragraphs (g)(1)(i)(B) and (g)(1)(ii) for paragraphs (g)(1)(i)(B) and (g)(1)(ii) of the basic provision:

(g)(1)(i)(B) The terms ‘‘Korean 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.’’

(g)(1)(ii) The Offeror certifies that the following supplies are Korean end products or Israeli end products as defined in the clause of this solicitation entitled ‘‘Buy American—Free Trade Agreements—Israeli Trade Act’’:

Korean 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)(4)(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>*).

(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" \t "_blank).

(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.

(End of Provision)

See attached document: Attachment 1 - The McKinney-Vento Homeless Assistance Act.

See attached document: Attachment 2 - VHA - Directive 1162.05.

See attached document: Attachment 3 - Productivity and Staffing In Clinical Encounters For Mental Health Providers\_.

See attached document: Attachment 4 - Patient Care Data Capture and Closeout.

See attached document: Attachment 5 - Reference VHA Handbook 1100.19 credentialing and privileging.

See attached document: Attachment 6 - VHA Directive 1192 Seasonal Influenza Prevention Program for VHA Health Care Personnel.

See attached document: Attachment 7 - VHA Directive 1605.01 Privacy and Release of Information.

See attached document: Attachment 8 - BUSINESS ASSOCIATE AGREEMENT - BAA.

See attached document: Attachment 9 - WAGE GRADE DETERMINATION - DC.