

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES				1. REQUISITION NO.		PAGE 1 OF 20	
OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30							
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NO.		5. SOLICITATION NUMBER 36C24222Q1085	
						6. SOLICITATION ISSUE DATE 08-26-2022	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME HARRIS, LISA A				b. TELEPHONE NO. (No Collect Calls)	
						8. OFFER DUE DATE/LOCAL TIME 09-07-2022 14:00 EDT	
9. ISSUED BY		CODE		10. THIS ACQUISITION IS		<input type="checkbox"/> UNRESTRICTED OR <input checked="" type="checkbox"/> SET ASIDE: 100 % FOR: <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> EDWOSB NAICS: 541613 <input checked="" type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> 8(A) SIZE STANDARD:	
Department of Veterans Affairs 400 Fort Hill Ave. Canandaigua, NY 14424							
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS		<input type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		13b. RATING N/A 14. METHOD OF SOLICITATION <input checked="" type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP	
15. DELIVER TO		CODE		16. ADMINISTERED BY		CODE	
Department of Veterans Affairs Canandaigua VA Medical Center 400 Fort Hill Avenue Canandaigua, NY 14424				Department of Veterans Affairs Network Contracting Activity 400 Fort Hill Ave. Canandaigua, NY 14424			
17a. CONTRACTOR/OFFEROR		CODE		18a. PAYMENT WILL BE MADE BY		CODE	
		FACILITY CODE		Tungsten Network https://www.tungsten-network.com/customer-campaigns/veteransaffairs/ PHONE: FAX:			
TELEPHONE NO.		UEI:		EFT:			
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER				<input type="checkbox"/> 18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM			
19. ITEM NO.		20. SCHEDULE OF SUPPLIES/SERVICES		21. QUANTITY		22. UNIT	
		See CONTINUATION Page RFQ for FSS order to support the recruitment of veterans into suicide prevention research studies. Please reference the Statement of Work attached for complete details of the requirement. Questions may be emailed to Lisa.Harris4@va.gov by 14:00 EDT on 09/01/2022. Quotes shall be emailed to Lisa.Harris4@va.gov or submitted via eBUY prior to the RFQ closing date and time. Please note: 1) This RFQ is an SDVOSB set-aside and interested vendors must be verified in VIP and, 2) 852.219-77 must be completed and provided with quote.					
		(Use Reverse and/or Attach Additional Sheets as Necessary)					
25. ACCOUNTING AND APPROPRIATION DATA				26. TOTAL AWARD AMOUNT (For Govt. Use Only)			
See CONTINUATION Page							
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA				<input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.			
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA				<input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED			
<input checked="" type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>One (1)</u> COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED				<input type="checkbox"/> 29. AWARD OF CONTRACT: REF. _____ OFFER DATED _____, YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN IS ACCEPTED AS TO ITEMS:			
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)			
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT)		31c. DATE SIGNED	
				Lisa A Harris Contracting Officer			

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SECTION B - CONTINUATION OF SF 1449 BLOCKS

B.1 CONTRACT ADMINISTRATION DATA

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

a. CONTRACTOR:

b. GOVERNMENT: Contracting Officer 36C242 Lisa A Harris

Department of Veterans Affairs

400 Fort Hill Ave.

Canandaigua, NY 14424

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

- ☒ 52.232-33, Payment by Electronic Funds Transfer—System For Award Management, or
☐ 52.232-36, Payment by Third Party

3. INVOICES: Invoices shall be submitted in arrears:

- a. Quarterly ☐
b. Semi-Annually ☐
c. Other ☒ Monthly

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

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

AMENDMENT NO	DATE

Statement of Work

I. Background:

The Center of Excellence for Suicide Prevention (COE) was established in August 2007 with the overarching mission to prevent morbidity and mortality from suicidal behaviors among all Veterans by using a public health approach. The Center is comprised of four Divisions that work together to achieve its mission: (1) Research, (2) Education and Research Dissemination, (3) Data and Surveillance, and (4) Operations. The Research Division includes an interdisciplinary research team representing the diverse fields of public health, psychology, psychiatry, epidemiology, health communication, health services, economics, sociology, nursing and social work. The COE also provides programmatic and analytic support to several of VA's National Suicide Prevention Initiatives including the VA/DoD Mortality Data Repository (MDR), Behavioral Health Autopsy Program (BHAP), Veterans Crisis Line (VCL), education and trainings such as S.A.V.E. training, and paid media/outreach strategies. The COE also houses a highly competitive postdoctoral fellowship training future leaders and innovators in VA suicide prevention research.

The Center's Research Division is critical to achieving its mission; the COE houses a robust, multifaceted research program that seeks to advance innovative approaches to preventing Veteran suicide. Consistent with our Center's framework, research domains are designed to inform the development and use of evidence-based prevention strategies across broad categories of risk (universal, selective, indicated) that are coordinated to reflect our mission and goals. That is, CoE research examines upstream outcomes to alter life trajectories prior to the development of suicidal behaviors, while also intervening to address risk factors for vulnerable Veterans within the health system. Specific areas of research include intervention studies on mental disorders (depression, anxiety), substance use, pain, sleep, loneliness and emphasis on treatment engagement among Veterans not using VHA care. See more about the Center's research on their website [here](#).

The COE has more than a dozen ongoing research studies with the possibility of initiating new projects during the contract period. On average, we are enrolling nearly 1,500 participants at risk for suicide per year. To this end, we are seeking assistance in reaching and recruiting eligible veterans, whether or not they are enrolled in VA health care.

I. Scope:

The COE is seeking a vendor to support the recruitment of veterans into its suicide prevention research studies. Specifically, the organization requires placement of advertisements on popular social media (e.g., Instagram, Facebook, YouTube, Twitter, Twitch, TikTok, Reddit, RallyPoint,

etc.) and new media platforms (e.g., MTurk, dating apps, food delivery apps, sports podcasts, etc.) to reach and engage target veteran audiences to participate in the Center's research studies. Advertisements will drive interested individuals to contact the study team either by telephone, email or website to be further screened for study eligibility (identifiable information housed/collected by VA not vendor).

- 1) **Outreach Plan.** The contractor shall design an outreach plan that "markets" the Center's research studies to target veteran audiences to increase participant enrollment in their research studies. COE will provide core messages to drive outreach/ad content (as appropriate/when possible) and define key audiences (e.g., by condition, military service, demographic characteristics). The plan should include strategies to enhance reach on specific platforms as appropriate (e.g., hashtags; strategic liking, posting/reposting, sharing, social influencers). It should also include "paid" (e.g., Facebook post) and "donated/free-of-cost" (e.g., blog post) ad placements.
 - a) **Deliverable:** Outreach plan reflecting the Center's requirements for approval by VA.
 - b) **Metric:** This plan shall be delivered in final format within 35 days of the start of the period of performance.

- 2) **Ad Dissemination.** Implement the approved outreach strategy with the goal of increasing research veteran participation in COE studies.
 - a) **Deliverable:** Disseminate on average 20-40 ads each month across platforms (described above) dependent on performance/outcomes.
 - b) **Metrics:** Full implementation of plan within 41 days of the start of the performance period. Plan should drive at least 3,000 potential veteran participants to COE for screening per month.

- 3) **Evaluation/Reporting.** The contractor will monitor performance/effectiveness of outreach activities to ensure the outreach plan is achieving the intended results (i.e., recruitment of targeted groups). The contractor shall recommend strategies for improvement supported by data/evidence. The contractor shall implement improvements following VA approval and monitor and report findings in weekly updates. Quarterly summary reports shall document any approved changes to the outreach plan and include key outcomes.
 - a) **Deliverable:** Weekly and quarterly progress reports detailing the implementation of the outreach plan, key dissemination outcomes and performance metrics.
 - b) **Metrics:** Dissemination outcomes (i.e., # of ads placed, where how much budget spent); ad performance metrics (i.e., impressions, click through rate, views, and other analytic tools available for each platform).

Submission Schedule

Task	Submission	Quantity	Delivery Date
------	------------	----------	---------------

OUTREACH PLAN, APPROVAL, EXECUTION, and TRACKING	Develop plan (and revise as needed after approved)	1	Within 35 calendar days of award
	outreach plan approval	1	Plan approval will occur calendar day 35 through calendar day 40 from date of award
	Execution of outreach plan (estimated 20-40 ads monthly)	Monthly	Execution shall begin 41 days from date of award
	Weekly progress tracking	Weekly	Each Monday documenting progress for the prior week
	Quarterly progress reports	Quarterly (4)	Within 5 calendar days after the close of each quarter

- **Required Personnel:** Media buyer and administrative staff

II. Period of Performance:

This contract shall begin September 2022 – August 2023.

III. Place of Performance:

This contract shall primarily be performed virtually/at the contractor's facilities.

IV. Security Requirements

The C&A requirements do not apply, and that a Security Accreditation Package is not required

B.2 PRICE/COST SCHEDULE

ITEM INFORMATION

ITEM NUMBER	DESCRIPTION OF SUPPLIES/SERVI CES	QUANTI TY	UNI T	UNIT PRICE	AMOUNT
0001		1.00	YR		
	Outreach Plan. The contractor shall design, execute, and monitor an outreach plan that “markets” the Center’s research studies to target veteran audiences to increase participant enrollment in their research studies				
0001AA		1.00	JB		
	Kick-off Meeting within five (5) business days of award. Deliverable(s): Meeting Participation, Kickoff Action Item List, Meeting Minutes				
0001AB		1.00	JB		
	Outreach Plan Development, specifics noted in the Statement of Work. Deliverable: Outreach plan reflecting the Center’s requirements for approval by VA. Metric: This plan shall be delivered in final format within 35 days of the start of the period of performance.				
0001AC		1.00	JB		
	Outreach Plan Approval Plan approval will occur calendar day 35 through calendar day 40 from date of award.				
0001AD		11.00	MO		
	Ad Dissemination/Execution of outreach plan: Implement the approved outreach strategy with the goal of increasing research veteran participation in COE studies. Specifics noted in the Statement of Work Deliverable: Disseminate on average 20-40 ads each month across platforms dependent on performance/outcomes. Metrics: Full implementation of plan within 41 days of the start of the performance period. Plan should drive at least 3,000 potential veteran participants to COE for screening per month.				
0001AE		11.00	MO		

Weekly Progress Updates and Tracking:
 Meeting held weekly as agreed to with COR. Meeting Action
 Item List due by close of business (COB) on day following
 meeting.
 Deliverable(s): Meeting Participation, Action Item List

0001AF4.00 QT
R

Evaluation/Reporting. The contractor will monitor performance/effectiveness of outreach activities to ensure the outreach plan is achieving the intended results (i.e., recruitment of targeted groups). The contractor shall recommend strategies for improvement supported by data/evidence. The contractor shall implement improvements following VA approval and monitor and report findings in weekly updates. Quarterly summary reports shall document any approved changes to the outreach plan and include key outcomes.

Deliverable: Quarterly progress reports, within 5 calendar days after the close of each quarter, detailing the implementation of the outreach plan, key dissemination outcomes and performance metrics.

Metrics: Dissemination outcomes (i.e., # of ads placed, where how much budget spent); ad performance metrics (i.e., impressions, click through rate, views, and other analytic tools available for each platform).

GRAND TOTAL

SECTION C - CONTRACT CLAUSES

C.1 FSS RFQ INTRODUCTORY LANGUAGE

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

C.2 VAAR 852.212-70 PROVISIONS AND CLAUSES APPLICABLE TO VA ACQUISITION OF COMMERCIAL ITEMS (APR 2020)

(a) The Contractor agrees to comply with any provision or clause that is incorporated herein by reference to implement agency policy applicable to acquisition of commercial items or components. The following provisions and clauses that have been checked by the Contracting Officer are incorporated by reference.

☒ 852.203–70, Commercial Advertising.

☐ 852.209–70, Organizational Conflicts of Interest.

☐ 852.211–70, Equipment Operation and Maintenance Manuals.

☐ 852.214–71, Restrictions on Alternate Item(s).

☐ 852.214–72, Alternate Item(s). [Note: this is a fillable clause.]

☐ 852.214–73, Alternate Packaging and Packing.

☐ 852.214–74, Marking of Bid Samples.

☐ 852.215–70, Service-Disabled Veteran-Owned and Veteran-Owned Small Business Evaluation Factors.

☐ 852.215–71, Evaluation Factor Commitments.

☐ 852.216–71, Economic Price Adjustment of Contract Price(s) Based on a Price Index.

☐ 852.216–72, Proportional Economic Price Adjustment of Contract Price(s) Based on a Price Index.

☐ 852.216–73, Economic Price Adjustment—State Nursing Home Care for Veterans.

☐ 852.216–74, Economic Price Adjustment—Medicaid Labor Rates.

☐ 852.216–75, Economic Price Adjustment—Fuel Surcharge.

☐ 852.219–9, VA Small Business Subcontracting Plan Minimum Requirements.

☒ 852.219–10, VA Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside.

☐ 852.219–11, VA Notice of Total Veteran-Owned Small Business Set-Aside.

☐ 852.222–70, Contract Work Hours and Safety Standards—Nursing Home Care for Veterans.

☐ 852.228–70, Bond Premium Adjustment.

☐ 852.228–71, Indemnification and Insurance.

☐ 852.228–72, Assisting Service-Disabled Veteran-Owned and Veteran-Owned Small Businesses in Obtaining Bonds.

☒ 852.232–72, Electronic Submission of Payment Requests.

☐ 852.233–70, Protest Content/Alternative Dispute Resolution.

☐ 852.233–71, Alternate Protest Procedure.

☐ 852.237–70, Indemnification and Medical Liability Insurance.

☐ 852.246–71, Rejected Goods.

☐ 852.246–72, Frozen Processed Foods.

☐ 852.246–73, Noncompliance with Packaging, Packing, and/or Marking Requirements.

☒ 852.270–1, Representatives of Contracting Officers.

☐ 852.271–72, Time Spent by Counselee in Counseling Process.

☐ 852.271–73, Use and Publication of Counseling Results.

☐ 852.271–74, Inspection.

☐ 852.271–75, Extension of Contract Period.

☐ 852.273–70, Late Offers.

☐ 852.273–71, Alternative Negotiation Techniques.

☐ 852.273–72, Alternative Evaluation.

☐ 852.273–73, Evaluation—Health-Care Resources.

☐ 852.273–74, Award without Exchanges.

(b) All requests for quotations, solicitations, and contracts for commercial item services to be provided to beneficiaries must include the following clause:

[] 852.237–74, Nondiscrimination in Service Delivery.

(End of Clause)

C.3 VAAR 852.219-74 LIMITATIONS ON SUBCONTRACTING— MONITORING AND COMPLIANCE (JUL 2018)

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

(b) Accordingly, any contract resulting from this solicitation is subject to the limitation on subcontracting requirements in 13 CFR 125.6, or the limitations on subcontracting requirements in the FAR clause, as applicable. The Contractor is advised that in performing contract administration functions, the Contracting Officer may use the services of a support contractor(s) retained by VA to assist in assessing the Contractor's compliance with the limitations on subcontracting or percentage of work performance requirements specified in the clause. To that end, the support contractor(s) may require access to Contractor's offices where the Contractor's business records or other proprietary data are retained and to review such business records regarding the Contractor's compliance with this requirement.

(c) All support contractors conducting this review on behalf of VA will be required to sign an "Information Protection and Non-Disclosure and Disclosure of Conflicts of Interest Agreement" to ensure the Contractor's business records or other proprietary data reviewed or obtained in the course of assisting the Contracting Officer in assessing the Contractor for compliance are protected to ensure information or data is not improperly disclosed or other impropriety occurs.

(d) Furthermore, if VA determines any services the support contractor(s) will perform in assessing compliance are advisory and assistance services as defined in FAR 2.101, Definitions, the support contractor(s) must also enter into an agreement with the Contractor to protect proprietary information as required by FAR 9.505-4, Obtaining access to proprietary information, paragraph (b). The Contractor is required to cooperate fully and make available any records as may be required to enable the Contracting Officer to assess the Contractor's compliance with the limitations on subcontracting or percentage of work performance requirement.

(End of Clause)

C.4 VAAR 852.219-77 VA NOTICE OF LIMITATIONS ON SUBCONTRACTING—CERTIFICATE OF COMPLIANCE FOR SERVICES AND CONSTRUCTION (SEP 2021) (DEVIATION)

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

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

(i) [X] Services. In the case of a contract for services (except construction), the contractor will not pay more than 50% of the amount paid by the government to it to firms that are not VIP-listed SDVOSBs as set forth in 852.219-10 or VOSBs as set forth in 852.219-11. Any work that a similarly situated VIP-listed subcontractor further subcontracts will count towards the 50%

subcontract amount that cannot be exceeded. Other direct costs may be excluded to the extent they are not the principal purpose of the acquisition and small business concerns do not provide the service as set forth in 13 CFR 125.6.

(ii) ☐ General construction. In the case of a contract for general construction, the contractor will not pay more than 85% of the amount paid by the government to it to firms that are not VIP-listed SDVOSBs as set forth in 852.219-10 or VOSBs as set forth in 852.219-11. Any work that a similarly situated VIP-listed subcontractor further subcontracts will count towards the 85% subcontract amount that cannot be exceeded. Cost of materials are excluded and not considered to be subcontracted.

(iii) ☐ Special trade construction contractors. In the case of a contract for special trade contractors, the contractor will not pay more than 75% of the amount paid by the government to it to firms that are not VIP-listed SDVOSBs as set forth in 852.219-10 or VOSBs as set forth in 852.219-11. Any work that a similarly situated subcontractor further subcontracts will count towards the 75% subcontract amount that cannot be exceeded. Cost of materials are excluded and not considered to be subcontracted.

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

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

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

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

(iii) Prosecution for violating section 1001 of title 18.

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

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

(d) Offeror completed certification/fill-in required. The formal certification must be completed, signed, and returned with the offeror's bid, quotation, or proposal. The Government will not

consider offers for award from offerors that do not provide the certification, and all such responses will be deemed ineligible for evaluation and award.

Certification:

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

Printed Name of Signee: _____

Printed Title of Signee: _____

Signature: _____

Date: _____

Company Name and Address: _____

(End of Clause)

C.5 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)

<u>FAR Number</u>	<u>Title</u>	<u>Date</u>
52.204-13	SYSTEM FOR AWARD MANAGEMENT MAINTENANCE	OCT 2018

C.6 52.204-21 BASIC SAFEGUARDING OF COVERED CONTRACTOR INFORMATION SYSTEMS (NOV 2021)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(End of Clause)

SECTION E - SOLICITATION PROVISIONS

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

The Offeror shall not complete the representation at paragraph (d)(1) of this provision if the Offeror has represented that it “does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument” in paragraph (c)(1) in the provision at 52.204–26, Covered Telecommunications Equipment or Services—Representation, or in paragraph (v)(2)(i) of the provision at 52.212–3, Offeror Representations and Certifications—Commercial Products and Commercial Services. The Offeror shall not complete the representation in paragraph (d)(2) of this provision if the Offeror has represented that it “does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services” in paragraph (c)(2) of the provision at 52.204–26, or in paragraph (v)(2)(ii) of the provision at 52.212–3.

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

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

(b) *Prohibition.* (1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115–232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Nothing in the prohibition shall be construed to—

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

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

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115–232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract or extending or renewing a contract with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. This prohibition applies to the use of covered telecommunications equipment or

services, regardless of whether that use is in performance of work under a Federal contract. Nothing in the prohibition shall be construed to—

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

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

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

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

(1) It [] will, [] will not provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract or other contractual instrument resulting from this solicitation. The Offeror shall provide the additional disclosure information required at paragraph (e)(1) of this section if the Offeror responds “will” in paragraph (d)(1) of this section; and

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

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

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

(i) For covered equipment—

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

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

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

(ii) For covered services—

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

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

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

(i) For covered equipment—

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

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

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

(ii) For covered services—

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

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

(End of Provision)

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

- 1) **Basis for Award.** 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, considering technical capability, past performance, and price.

- 2) **Evaluation Approach.** The Government may perform a comparative evaluation (comparing offers to each other) to select the contractor that is best suited and provides the best value, considering the evaluation factors in this solicitation.

The Government shall evaluate information based on the following evaluation criteria.

Evaluation Factor 1: Technical Capability - Technical capability is defined as an offeror's ability to satisfy the solicitation's requirements of the Statement of Work (SOW), providing the highest quality service to the specified facilities. Technical Capability will be determined based on the qualification of the offeror's capability statement.

Sub-Factor 1a: Experience - The experience factor focuses on the degree to which an offeror has performed similar work. Offeror must demonstrate experience, a measure if the offeror has performed these types of services by identifying a minimum of three (3) references for whom contracts of similar scope, size and complexity are either ongoing or were completed within the past three years from the issuance of this solicitation.

References must include the following information for this technical evaluation factor:

- Company name and address
- Name, telephone number and e-mail address of Company Point of Contact
- Dates of contract performance, aggregate award amount, and Contract number

Evaluation Factor 2: Past Performance – A measure of how well the offeror has performed these services. The VA shall conduct a performance risk assessment based upon the past performance of the offeror as it relates to the probability of successful accomplishment of the work required by the solicitation. The VA may use information available in its own files, from electronic databases such as the Past Performance Retrieval System (PPIRS), CPARS, DCMA or from any other source it deems appropriate. The Government will consider the offeror's record for delivery and quality as it relates to the probability of successfully performing the solicitation requirements. While the Government may elect to consider data obtained from other sources, the burden of providing current, accurate and complete past performance information rests with the offeror.

References: In accordance with FAR 52.212-1(b)(10) provide a list of no more than three (3) relevant contracts performed within the past three (3) years; completed and/or active. The VA may contact references and parties other than those identified by the offeror, and information received may be used in the evaluation of the offeror's past performance. Offerors should not provide general information on their performance on the identified contracts. General performance information will be obtained from the references. Past performance information will be reviewed to determine how well the offeror performed work relevant to the type of effort and magnitude described in the statement of work, adhered to contract compliance and how recent the described experience is.

Recent = Performance is occurring presently or has occurred within the last three years.

Relevant = Present/past performance effort involved essentially the same, or much of the same, magnitude of effort and complexities this solicitation requires.

NOTE: A proposal containing no relevant past performance shall have past performance evaluated as "neutral," in accordance with FAR Part 15.305(a)(2). A "neutral" rated proposal may not represent the most advantageous proposal to the Government and thus, may be an unsuccessful proposal when compared to the proposal of other offerors.

Evaluation Factor 3: Price

Offeror must provide a quote/complete price schedule and/or Labor Breakdown that meets the needs defined in the SOW. Price will be evaluated fair and reasonable based on the total aggregate cost. As stated in 52.212-1, the pricing must be broken down in a manner that allows for price reasonableness to be determined.

Multiple quotations. Quoters are encouraged to submit multiple quotations presenting alternative line items/price schedule for satisfying the requirements of this solicitation. Each quotation submitted will be evaluated separately.

(b) Failure to provide the information requested in the evaluation criteria may result in being found non-responsive.

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

(End of Provision)

<u>FAR</u> <u>Number</u>	<u>Title</u>	<u>Date</u>
52.204-7	SYSTEM FOR AWARD MANAGEMENT	OCT 2018