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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: TBD

b. GOVERNMENT: Roxana Cepeda, Contracting Officer 36C10X
Strategic Acquisition Center - Frederick
Department of Veterans Affairs
5202 Presidents Court, Suite 103
Frederick, MD 21703

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 (upon submission of deliverables, and review and approval by the COR).

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

TUNGSTEN (fka OB10) ELECTRONIC INVOICE SUBMISSION
FSC e-INVOICE PROGRAM THRU AUSTIN PORTAL
FSC MANDATORY ELECTRONIC INVOICE SUBMISSION FOR AUSTIN PAYMENTS

Contractor POC: TBD

Contracting POC: Riley Bender, Riley.Bender@va.gov, 240-215-0580

Contracting Officer: Roxana Cepeda, Roxana.Cepeda@va.gov, 202-820-4025

COR (Contracting Officers Representative): Corrinne Bridgewater, Corrinne.Bridgewater@va.gov, 202-689-5475

Purchase Order Number: TBD

Vendor Electronic Invoice Submission Methods:

Fax, email and scanned documents are not acceptable forms of submission for payment requests. Electronic form means an automated system transmitting information electronically according to the accepted data transmissions below.

- VA's Electronic Invoice Presentment and Payment System – The Financial Services Center (FSC) in Austin, TX uses a third-party contractor, Tungsten, to transition vendors from paper to

electronic invoice submission. Please go to this website: <http://www.tungsten-network.com/US/en/veterans-affairs/> to begin submitting electronic invoices, free of charge.

- A system that conforms to the X12 electronic data interchange (EDI) formats established by the Accredited Standards Center (ASC) chartered by the American National Standards Institute (ANSI). The X12 EDI Web site is <http://www.x12.org>.

Vendor e-invoice Set-up information:

Please contact Tungsten at the phone number or email address listed below to begin submitting your electronic invoices to the VA Financial Services Center in Austin, TX for payment processing. If you have questions about the payment status of a properly submitted invoice, the e-invoicing program, or Tungsten, please contact the FSC at the phone number or email address listed below.

- Tungsten e-Invoice setup information: 1-877-489-6135
- Tungsten e-Invoice email: VA.Registration@tungsten-network.com
- VA TUNGSTEN Number: AAA544240062
- FSC e-Invoice contact information: 1-877-353-9791
- FSC e-Invoice email: vafscshd@va.gov
- <http://www.fsc.va.gov/einvoice.asp>

COMMUNICATIONS:

- <https://www.federalregister.gov/articles/2012/11/27/2012-28612/va-acquisition-regulation-electronic-submission-of-payment-requests>
<http://fcw.com/articles/2012/11/27/va-epayments.aspx?s=fcwdaily>

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

AMENDMENT NO	DATE

B.2 PERFORMANCE WORK STATEMENT

1. DESCRIPTION OF SERVICES

The Franchise Fund Oversight Office (FFO) produces a financial audit report annually. The FFO requires outside technical services in the form of design, layout/formatting, and editing of its FY 2022 Annual Report. This performance-based statement of objective is for the technical support activities. The goal of this project is to produce a highly polished, strong depiction of our programs and accomplishments. It is the role of FFO staff to work with the VA Enterprise Centers to develop the content of the document.

2. APPLICABLE DOCUMENTS

Documents referenced or germane to this Performance Work Statement (PWS) are listed below. In the performance of the tasks associated with this Performance Work Statement, the Contractor shall comply with the following:

1. Sections 508 of the Rehabilitation Act (29 U.S.C. § 794d), as amended by the Workforce Investment Act of 1998 (P.L. 105-220), August 7, 1998

SECTION 508 COMPLIANCE FOR ELECTRONIC AND INFORMATION TECHNOLOGY (EIT)

The Workforce Investment Act of 1998, Public Law 105-220, was enacted on August 7, 1998. Title IV of the Act is the Rehabilitation Act Amendments of 1998. Subsection 508 (b) amended Section 508 of the Rehabilitation Act of 1973. Section 508 requires that when Federal departments or agencies develop, procure, maintain, or use Electronic and Information Technology (EIT), they must ensure that the EIT allows Federal employees with disabilities to have access to and use of information and data comparable to the access and use of information and data to that of other Federal employees. Section 508 also requires that individuals with disabilities who are members of the public seeking information or services from a Federal department or agency have access to and use of information and data comparable to the access and use of information and data available to members of the public not having the disabilities.

Section 508 (a)(2)(A) required the Access Board to publish standards setting forth a definition of EIT and the technical and functional performance criteria necessary for accessibility for such technology by February 7, 2001. The Access Board published the final standards in the Federal Register at 65 FR 80500, December 21, 2000.

Unless an exception applies, all of the EIT supplies and services furnished under this contract must comply with the provisions of Section 508 of the Rehabilitation Act of 1973, as amended. Those supplies and/or services must meet the applicable accessibility standards at 36 CFR Part 1194. The contractor certifies, by execution of this contract or by entering into a contract with the Department of Veterans Affairs, that the supplies and services furnished comply with the accessibility standards to the extent required by law.

3. PERFORMANCE DETAILS

Contractor shall provide all resources necessary to accomplish the deliverables described in this Performance Work Statement. The scope includes, but is not limited to, providing design, layout/formatting, and editing services for the FY 2022 Franchise Fund Annual Report.

3.1 PERFORMANCE PERIOD

The period of performance shall be September 15, 2022 through December 15, 2022, There are four 3-month option periods with a period of performance of September 15, 2023 through December 15, 2023; September 16, 2024 through December 16, 2024; September 15, 2025 through December 15, 2025 and September 15, 2026 through December 15, 2026. The contractor shall begin work within 10 working days after contract award or as soon thereafter as is mutually agreed upon.

3.2 PLACE OF PERFORMANCE

All planning and labor for this project will take place at the Contractor's facility.

4.0 SPECIFIC TASKS AND DELIVERABLES – 09/15/2022 – 12/15/2022

4.1 KICK-OFF MEETING

The contractor shall meet with FFO staff within 10 working days after the contract is awarded (or as soon thereafter as is mutually agreed upon). **The designer assigned to this contract must be in attendance.** At the meeting recommendations for layout design and VA's preferred formats of the financial audit materials (financial statements, notes, audit letters) and the need for complying with Section 508 standards will be discussed. Throughout the course of the work, the contractor shall meet with FFO staff on an as-needed basis. The contractor shall arrange for or provide the necessary means to transport any materials, whether electronically or in hard copy format.

Deliverable

A. Briefing & Minutes

4.2 CREATION OF THE VA FRANCHISE FUND FY 2022 ANNUAL REPORT INITIAL DESIGN

FFO staff will provide the contractor with past reports showing format designs (please see the link below) and sample draft text for insertion in a sample page layout for the specified sections of the report denoted in the table of contents). These elements, along with some contractor recommended layout styles, **must be** incorporated into the initial design. Based on past reports and new contractor ideas, the contractor shall present one new layout/format and cover design that **incorporates sample text provided** in four-color format in Adobe InDesign 15.0 or the latest version of Quark to FFO staff by September 21, 2022. If the initial layout/format and/or cover design is unacceptable, the contractor shall provide two additional choices within 5 working days of the Government's disapproval. VA Franchise Fund Annual Reports are available electronically at <http://www.va.gov/fund/reports.asp>

Deliverable

A. Franchise Fund FY 2022 Annual Report Initial Design

4.3 CREATION OF THE VA FRANCHISE FUND FY 2021 DRAFT ANNUAL REPORT

FFO will provide an initial draft of the Franchise Fund Annual Report, including any pictures, graphs, charts, and etc. The Contractor shall convert the document into the approved Franchise Fund FY 2022 Annual Report Initial Design deliverable. Delivery of first round proofs shall occur by October 28, 2022. If FFO does not approve these proofs or requires additional changes,

the contractor shall make the necessary corrections and provide a second set of proofs to FFO within 24 hours. As part of this alteration phase, the contractor should be prepared to make textual and numerical changes to both text and tables.

Deliverable

- A. Franchise Fund FY 2022 Initial Draft Annual

4.4 COMPLETE FFO 2022 DRAFT ANNUAL REPORT

a. FFO will provide the complete draft version of the FY20 VA Franchise Fund Annual Report and financial statements and notes to the contractor by November 9, 2022. The contractor shall proofread all text, tables, and graphics and make any necessary edits. The auditors reports, financial statements and notes should not be edited without the approval of the COR. The financial information should be identical to the information provided by FFO. As part of this alteration phase, the contractor should be prepared to make textual and numerical changes to both text and tables.

Deliverable

- A. Complete FY 2022 Draft Franchise Fund Annual Report

4.5 FINAL FFO FY 2021 ANNUAL REPORT

The FFO will provide an Audit Report and the Chief Financial Officer's (CFO) Letter to Stakeholders by 12/09/2022, the Contractor shall include these two documents in the Final VA Franchise Fund FY 2022 Annual Report **exactly as provided**. The Contractor shall provide the FFO with the VA Franchise Fund FY 2022 Annual Report Web Package, which includes three CD-ROM copies and one Web-site HTML version by 12/15/2022. This Web-site HTML Version shall meet Section 508 accessibility requirements. The Contractor should refer to <http://www.va.gov/fund/reports.asp> for the properly sized thumbnail and the layout of the actual Website. The Contractor shall include a thumbnail jpg of the front cover with the delivery of Deliverable B of this PWS Section.

Deliverables

- A. VA Franchise Fund FY 2022 Annual Report Web Package – Due 12/15/2022

ENTERPRISE AND IT FRAMEWORK

The Contractor shall support the VA enterprise management framework. In association with the framework, the Contractor shall comply with OIT Technical Reference Model (One-VA TRM). One-VA TRM is one component within the overall Enterprise Architecture (EA) that establishes a common vocabulary and structure for describing the information technology used to develop, operate, and maintain enterprise applications. One-VA TRM includes the Standards Profile and Product List that collectively serves as a VA technology roadmap. Architecture, Strategy, and Design (ASD) has overall responsibility for the One-VA TRM.

The Contractor solution shall support the latest Internet Protocol Version 6 (IPv6) based upon the directives issued by the Office of Management and Budget (OMB) on August 2, 2005 (<http://www.whitehouse.gov/sites/default/files/omb/assets/omb/memoranda/fy2005/m05-22.pdf>) and September 28, 2010 (<https://cio.gov/wp-content/uploads/downloads/2012/09/Transition-to-IPv6.pdf>). IPv6 technology, in accordance with the USGv6 Profile (NIST Special Publication (SP) 500-267 <http://www-x.antd.nist.gov/usgv6/index.html>), the Technical Infrastructure for USGv6 Adoption (<http://www.nist.gov/itl/antd/usgv6.cfm>), and the NIST SP 800 series applicable compliance (<http://csrc.nist.gov/publications/PubsSPs.html>) shall be included in all IT infrastructures, application designs, application development, operational systems and sub-systems, and their integration. All public/external facing servers and services (e.g. web, email, DNS, ISP services, etc.) shall support native IPv6 users, and all internal infrastructure and applications shall communicate using native IPv6 operations. Information concerning IPv6 transition in addition to OMB/VA Memoranda can be found at <https://www.voa.va.gov/>.

The Contractor IT end user solution that is developed for use on standard VA computers shall be compatible with and be supported on the standard VA operating system, currently Windows 7 (64bit), Internet Explorer Edge and Microsoft Office 365.

The Contractor shall support VA efforts in accordance with the Project Management Accountability System (PMAS) that mandates all new VA IT projects/programs use an incremental development approach, requiring frequent delivery milestones that deliver new capabilities for business sponsors to test and accept functionality. Implemented by the Assistant Secretary for IT, PMAS is a VA-wide initiative to better empower the OIT Project Managers and teams to meet their mission: delivering world-class IT products that meet business needs on time and within budget.

The Contractor shall utilize ProPath, the OIT-wide process management tool that assists in the execution of an IT project (including adherence to PMAS standards). It is a one-stop shop providing critical links to the formal approved processes, artifacts, and templates to assist project teams in facilitating their PMAS-compliant work. ProPath is used to build schedules to meet project requirements, regardless of the development methodology employed.

5.0 CONTRACTOR PERSONNEL SECURITY REQUIREMENTS The position sensitivity and the level of background investigation commensurate with the required level of access is:

☒ Low/NACI

Contractor Responsibilities:

- b. For a Low Risk designation, with a period of performance requirement of 180 days or less, a Special Agreement Check (SAC) is required. A Department of Veterans

Affairs (DVA) Memorandum – Electronic Fingerprints form is required for fingerprinting. This should be submitted to the CO or COR after award has been made.

- c. The Contractor shall be responsible for the actions of all personnel provided to work for VA under this contract. In the event that damages arise from work performed by Contractor provided personnel, under the auspices of this contract, the Contractor shall be responsible for all resources necessary to remedy the incident.
- d. A Contractor may be granted unescorted access to VA facilities and/or access to VA Information Technology resources (network and/or protected data) with a favorably adjudicated Special Agreement Check (SAC) or “Closed, No Issues” (SAC) finger print results, training delineated in VA Handbook 6500.6 (Appendix C, Section 9), and, the signed “Contractor Rules of Behavior.” The investigative history for Contractor personnel working under this contract must be maintained in the database of the Office of Personnel Management (OPM).
- e. The Contractor, when notified of an unfavorably adjudicated background investigation on a Contractor employee as determined by the Government, shall withdraw the employee from consideration in working under the contract.
- f. Failure to comply with the Contractor personnel security investigative requirements may result in termination of the contract for default.

5.1 METHOD AND DISTRIBUTION OF DELIVERABLES

The Contractor shall deliver documentation in electronic format, unless otherwise directed in Section B of the solicitation/contract. Acceptable electronic media include: MS Word 2019, MS Excel 2019, MS PowerPoint 2019, MS Project 2019, MS Visio 2009, AutoCAD 2019, and Adobe Postscript Data Format (PDF).

5.2 PERFORMANCE METRICS

The table below defines the Performance Standards and Acceptable Performance Levels for Objectives associated with this effort.

Performance Objective	Performance Standard	Acceptable Performance Levels
1. Technical Needs	Shows understanding of requirements Efficient and effective in meeting requirements Meets technical needs and mission requirements Offers quality services/products	Acceptable/ Unacceptable
2. Project Milestones and Schedule	Quick response capability Products completed, reviewed, delivered in timely manner Notifies customer in advance of potential problems	Acceptable/ Unacceptable

5.3 FACILITY/RESOURCE PROVISIONS

The Contractor will be performing all tasks at Contractor facility and will therefore be utilizing its own office space, telephone service and computer hardware and software. All procedural guides, reference materials, and program documentation for the project and other Government applications will also be provided on an as-needed basis.

The Contractor shall request other Government documentation deemed pertinent to the work accomplishment directly from the COR. The Contractor is expected to use common knowledge and resourcefulness in securing all other reference materials, standard industry publications, and related materials that are pertinent to the work.

INSPECTION and ACCEPTANCE / Free on board (FOB) for Shipped Deliverables

Inspection and acceptance of services rendered will be made by the Contracting Officer's Representative (COR) at the time tasks are completed as per the schedule in Attachment A of the Statement of Work. In the event of rejection of any deliverables, the contractor(s) will be notified in writing and shall correct deficiencies within the timeframe specified in the Statement of Work at no cost to the Government. The Government will have 5 working days to review subsequent submissions of the same deliverables.

If the Contractor(s) fails to furnish a deliverable within the specified time limit to FFO, the payment shall be reduced by 3 percent for each calendar day of delay in receipt. If it is necessary to have the deliverable(s) performed by another contractor, the original contractor will have no claim for payment for the deliverable(s).

Special Shipping Instructions:

All deliverables shall be forwarded to Mr. Lennon Borrel, Systems Accountant, or his designee. Upon written acceptance from Mr. Lennon Borrel or his designee and approval from the contracting officer, the contractor shall issue invoice(s) for payment. No payment will be made until the services or products are accepted and approved as conforming to the requirements of the task order. Deliverables should be sent to:

Department of Veterans Affairs
Franchise Fund Oversight Office
Attn: Mr. Lennon Borrel
811 Vermont Ave., NW
Washington, DC 20420
E-mail address: Lennon.borrel@va.gov
Phone: 202-461-6133 (office)

B.3 PRICE/COST SCHEDULE**ITEM INFORMATION**

ITEM NUMBER	DESCRIPTION OF SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	Project Management/Kick-Off Meeting and Minutes Contract Period: Base POP Begin: 09-15-2022 POP End: 12-15-2022	1.00	EA		
0002	Franchise Fund FY 2022 Annual Report Initial Design Contract Period: Base POP Begin: 09-15-2022 POP End: 12-15-2022	1.00	EA		
0003	Franchise Fund FY 2022 Annual Report Initial Draft Contract Period: Base POP Begin: 09-15-2022 POP End: 12-15-2022	1.00	EA		
0004	Complete Franchise Fund FY 2022 Annual Report Final Contract Period: Base POP Begin: 09-15-2022 POP End: 12-15-2022	1.00	EA		
1001	Project Management/Kick-Off Meeting and Minutes Contract Period: Option 1 POP Begin: 09-15-2023 POP End: 12-15-2023	1.00	EA		
1002	Franchise Fund FY 2022 Annual Report Initial Design Contract Period: Option 1 POP Begin: 09-15-2023 POP End: 12-15-2023	1.00	EA		
1003	Franchise Fund FY 2022 Annual Report Initial Draft Contract Period: Option 1 POP Begin: 09-15-2023 POP End: 12-15-2023	1.00	EA		
1004	Complete Franchise Fund FY 2022 Annual Report Final Contract Period: Option 1 POP Begin: 09-15-2023	1.00	EA		

POP End: 12-15-2023			
2001	1.00	EA	
Project Management/Kick-Off Meeting and Minutes			
Contract Period: Option 2			
POP Begin: 09-15-2024			
POP End: 12-15-2024			
2002	1.00	EA	
Franchise Fund FY 2022 Annual Report Initial Design			
Contract Period: Option 2			
POP Begin: 09-15-2024			
POP End: 12-15-2024			
2003	1.00	EA	
Franchise Fund FY 2022 Annual Report Initial Draft			
Contract Period: Option 2			
POP Begin: 09-15-2024			
POP End: 12-15-2024			
2004	1.00	EA	
Complete Franchise Fund FY 2022 Annual Report Final			
Contract Period: Option 2			
POP Begin: 09-15-2024			
POP End: 12-15-2024			
3001	1.00	EA	
Project Management/Kick-Off Meeting and Minutes			
Contract Period: Option 3			
POP Begin: 09-15-2025			
POP End: 12-15-2025			
3002	1.00	EA	
Franchise Fund FY 2022 Annual Report Initial Design			
Contract Period: Option 3			
POP Begin: 09-15-2025			
POP End: 12-15-2025			
3003	1.00	EA	
Franchise Fund FY 2022 Annual Report Initial Draft			
Contract Period: Option 3			
POP Begin: 09-15-2025			
POP End: 12-15-2025			
3004	1.00	EA	
Complete Franchise Fund FY 2022 Annual Report Final			
Contract Period: Option 3			
POP Begin: 09-15-2025			
POP End: 12-15-2025			
4001	1.00	EA	
Project Management/Kick-Off Meeting and Minutes			
Contract Period: Option 4			

POP Begin: 09-15-2026 POP End: 12-15-2026	
4002	1.00 EA Franchise Fund FY 2022 Annual Report Initial Design Contract Period: Option 4 POP Begin: 09-15-2026 POP End: 12-15-2026
4003	1.00 EA Franchise Fund FY 2022 Annual Report Initial Draft Contract Period: Option 4 POP Begin: 09-15-2026 POP End: 12-15-2026
4004	1.00 EA Complete Franchise Fund FY 2022 Annual Report Final Contract Period: Option 4 POP Begin: 09-15-2026 POP End: 12-15-2026
GRAND TOTAL	

SECTION C - CONTRACT CLAUSES

C.1 VECTOR TASK ORDER TERMS AND CONDITIONS

The terms and conditions of the Contractor's Veteran Enterprise Contracting for Transformation and Operational Readiness (VECTOR) base contract (including and contract modifications) apply to any order resultant from this solicitation.

C.2 FAR 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS—COMMERCIAL ITEMS (JAN 2021)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (JAN 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(2) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (Jul 2018) (Section 1634 of Pub. L. 115-91).

(3) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (AUG 2020) (Section 889(a)(1)(A) of Pub. L. 115-232).

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

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

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

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

☐ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (JUN 2020), with Alternate I (OCT 1995) (41 U.S.C. 4704 and 10 U.S.C. 2402).

☐ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (JUN 2020) (41 U.S.C. 3509).

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

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

☐ (5) [Reserved]

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

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

☐ (8) 52.209–6, Protecting the Government’s Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (JUN 2020) (31 U.S.C. 6101 note).

☐ (9) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (Oct 2018) (41 U.S.C. 2313).

☐ (10) [Reserved]

☐ (11)(i) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (MAR 2020) (15 U.S.C. 657a).

☐ (ii) Alternate I (MAR 2020) of 52.219-3.

☐ (12)(i) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (MAR 2020) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

☐ (ii) Alternate I (MAR 2020) of 52.219-4.

☐ (13) [Reserved]

☐ (14)(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.

☐ (15)(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.

☐ (16) 52.219-8, Utilization of Small Business Concerns (Oct 2018) (15 U.S.C. 637(d)(2) and (3)).

☐ (17)(i) 52.219–9, Small Business Subcontracting Plan (JUN 2020) (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 (JUN 2020) of 52.219–9.

☐ (18)(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.

☒ (19) 52.219-14, Limitations on Subcontracting (MAR 2020) (15 U.S.C. 637(a)(14)).

☐ (20) 52.219-16, Liquidated Damages—Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).

☒ (21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (MAR 2020) (15 U.S.C. 657f).

☒ (22)(i) 52.219-28, Post Award Small Business Program Representation (NOV 2020) (15 U.S.C. 632(a)(2)).

☐ (ii) Alternate I (MAR 2020) of 52.219-28.

☐ (23) 52.219-29, Notice of Set-Aside for, or Sole Source Award to, Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (MAR 2020) (15 U.S.C. 637(m)).

☐ (24) 52.219-30, Notice of Set-Aside for, or Sole Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (MAR 2020) (15 U.S.C. 637(m)).

☐ (25) 52.219-32, Orders Issued Directly Under Small Business Reserves (MAR 2020) (15 U.S.C. 644(r)).

☐ (26) 52.219-33, Nonmanufacturer Rule (MAR 2020) (15 U.S.C. 637(a)(17))

☐ (27) 52.222-3, Convict Labor (June 2003) (E.O. 11755).

☐ (28) 52.222–19, Child Labor—Cooperation with Authorities and Remedies (JAN 2020) (E.O. 13126).

☐ (29) 52.222-21, Prohibition of Segregated Facilities (APR 2015).

☒ (30)(i) 52.222–26, Equal Opportunity (SEP 2016) (E.O. 11246).

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

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

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

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

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

☐ (33) 52.222–37, Employment Reports on Veterans (JUN 2020) (38 U.S.C. 4212).

☐ (34) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496).

☒ (35)(i) 52.222-50, Combating Trafficking in Persons (OCT 2020) (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).

☐ (36) 52.222-54, Employment Eligibility Verification (OCT 2015). (E. O. 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)

☐ (37)(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.)

☐ (38) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (JUN 2016) (E.O. 13693).

☐ (39) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (JUN 2016) (E.O. 13693).

☐ (40)(i) 52.223-13, Acquisition of EPEAT®-Registered Imaging Equipment (JUN 2014) (E.O.s 13423 and 13514).

☐ (ii) Alternate I (OCT 2015) of 52.223-13.

☐ (41)(i) 52.223-14, Acquisition of EPEAT®-Registered Televisions (JUN 2014) (E.O.s 13423 and 13514).

☐ (ii) Alternate I (JUN 2014) of 52.223-14.

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

☐ (43)(i) 52.223-16, Acquisition of EPEAT®-Registered Personal Computer Products (OCT 2015) (E.O.s 13423 and 13514).

☐ (ii) Alternate I (JUN 2014) of 52.223-16.

☐ (44) 52.223–18, Encouraging Contractor Policies to Ban Text Messaging While Driving (JUN 2020) (E.O. 13513).

☐ (45) 52.223-20, Aerosols (JUN 2016) (E.O. 13693).

☐ (46) 52.223-21, Foams (JUN 2016) (E.O. 13693).

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

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

☐ (48) 52.225-1, Buy American—Supplies (JAN 2021) (41 U.S.C. chapter 83).

☐ (49)(i) 52.225-3, Buy American—Free Trade Agreements—Israeli Trade Act (JAN 2021) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).

☐ (ii) Alternate I (JAN 2021) of 52.225-3.

☐ (iii) Alternate II (JAN 2021) of 52.225-3.

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

- ☐ (50) 52.225–5, Trade Agreements (OCT 2019) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).
- ☒ (51) 52.225-13, Restrictions on Certain Foreign Purchases (JUN 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
- ☐ (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. 2302 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).
- ☐ (55) 52.229–12, Tax on Certain Foreign Procurements (JUN 2020).
- ☐ (56) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).
- ☐ (57) 52.232-30, Installment Payments for Commercial Items (JAN 2017) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).
- ☒ (58) 52.232-33, Payment by Electronic Funds Transfer—System for Award Management (Oct 2018) (31 U.S.C. 3332).
- ☐ (59) 52.232-34, Payment by Electronic Funds Transfer—Other than System for Award Management (Jul 2013) (31 U.S.C. 3332).
- ☐ (60) 52.232-36, Payment by Third Party (MAY 2014) (31 U.S.C. 3332).
- ☐ (61) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).
- ☐ (62) 52.242-5, Payments to Small Business Subcontractors (JAN 2017)(15 U.S.C. 637(d)(13)).
- ☐ (63)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631).
- ☐ (ii) Alternate I (Apr 2003) of 52.247-64.
- ☐ (iii) Alternate II (FEB 2006) of 52.247-64.
- (c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:
 - ☐ (1) 52.222-41, 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).

Employee Class

Monetary Wage-Fringe Benefits

☐ (3) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards—Price Adjustment (Multiple Year and Option Contracts) (AUG 2018) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

☐ (4) 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards—Price Adjustment (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

☐ (5) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements (MAY 2014) (41 U.S.C. chapter 67).

☐ (6) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services—Requirements (MAY 2014) (41 U.S.C. chapter 67).

☐ (7) 52.222-55, Minimum Wages Under Executive Order 13658 (NOV 2020).

☐ (8) 52.222-62, Paid Sick Leave Under Executive Order 13706 (JAN 2017) (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 items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (JUN 2020) (41 U.S.C. 3509).

(ii) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (JAN 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

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

(iv) 52.204–25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (AUG 2020) (Section 889(a)(1)(A) of Pub. L. 115–232).

(v) 52.219–8, Utilization of Small Business Concerns (Oct 2018) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds 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.

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

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

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

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

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

(xi) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.

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

(xiii)(A) 52.222-50, Combating Trafficking in Persons (OCT 2020) (22 U.S.C. chapter 78 and E.O. 13627).

(B) Alternate I (MAR 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).

(xiv) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements (MAY 2014) (41 U.S.C. chapter 67).

(xv) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services—Requirements (MAY 2014) (41 U.S.C. chapter 67).

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

(xvii) 52.222-55, Minimum Wages Under Executive Order 13658 (NOV 2020).

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

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

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

(xx) 52.225–26, Contractors Performing Private Security Functions Outside the United States (OCT 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

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

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

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

(End of Clause)

C.3 NOTICE LISTING CLAUSES INCORPORATED BY REFERENCE

The following clauses are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with the clause at FAR "52.252-2 CLAUSES INCORPORATED BY REFERENCE" contained in this document. See FAR 52.252-2 for an internet address (if specified) for electronic access to the full text of a clause.

FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)

<u>FAR Number</u>	<u>Title</u>	<u>Date</u>
52.204-13	SYSTEM FOR AWARD MANAGEMENT MAINTENANCE	OCT 2018
52.204-18	COMMERCIAL AND GOVERNMENT ENTITY CODE MAINTENANCE	AUG 2020
52.232-40	PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS	DEC 2013
852.242-71	ADMINISTRATIVE CONTRACTING OFFICER	OCT 2020

C.4 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.5 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.6 VAAR 852.270-1 REPRESENTATIVES OF CONTRACTING OFFICERS (JAN 2008)

The contracting officer reserves the right to designate representatives to act for him/her in furnishing technical guidance and advice or generally monitor the work to be performed under this contract. Such designation will be in writing and will define the scope and limitation of the designee's authority. A copy of the designation shall be furnished to the contractor who will be required to sign and return the designation within 5 business days of receipt acknowledging the appointed representatives.

(End of Provision)

SECTION D - CONTRACT DOCUMENTS, EXHIBITS, OR ATTACHMENTS

RESERVED

SECTION E - SOLICITATION PROVISIONS

E.1 FAR 52.212-1 INSTRUCTIONS TO OFFERORS—COMMERCIAL ITEMS (JUL 2021)

(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 which submits an offer in its own name, but which proposes to furnish an item which it did not itself manufacture, is 500 employees.

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

- (1) The solicitation number;
- (2) The time specified in the solicitation for receipt of offers;
- (3) The name, address, and telephone number of the offeror;
- (4) A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary;
- (5) Terms of any express warranty;
- (6) Price and any discount terms;
- (7) "Remit to" address, if different than mailing address;
- (8) A completed copy of the representations and certifications at FAR 52.212-3 (see FAR 52.212-3(b) for those representations and certifications that the offeror shall complete electronically);
- (9) Acknowledgment of Solicitation Amendments;
- (10) Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items and other references (including contract numbers, points of contact with telephone numbers and other relevant information); and
- (11) If the offer is not submitted on the SF 1449, include a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. Offers that fail to furnish required representations or information, or reject the terms and conditions of the solicitation may be excluded from consideration.

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

(d) *Product samples.* When required by the solicitation, product samples shall be submitted at or prior to the time specified for receipt of offers. Unless otherwise specified in this solicitation, these samples shall

be submitted at no expense to the Government, and returned at the sender's request and expense, unless they are destroyed during preaward testing.

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

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

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

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

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

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

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

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

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

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

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

exact time set for receipt of offers, the identity of the person requesting withdrawal is established and the person signs a receipt for the offer.

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

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

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

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

GSA Federal Supply Service Specifications Section

Suite 8100 470 East L'Enfant Plaza, SW

Washington, DC 20407

Telephone (202) 619-8925

Facsimile (202) 619-8978.

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

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

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

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

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

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

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

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

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

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

(k) [Reserved]

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

- (1) The agency's evaluation of the significant weak or deficient factors in the debriefed offeror's offer.
- (2) The overall evaluated cost or price and technical rating of the successful and the debriefed offeror and past performance information on the debriefed offeror.
- (3) The overall ranking of all offerors, when any ranking was developed by the agency during source selection.
- (4) A summary of the rationale for award;
- (5) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.
- (6) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

(End of Provision)

SUMMARY OF RFQ SUBMISSION

- 1) Technical characteristics included in B.2 (Performance Work Statement) (up to 10 pages)
- 2) Price – submit by completing B.2 Price/Cost Schedule. Vendors shall provide total quantities and price for each CLIN.

Offerors shall submit quotes directly to the Contract Specialist via email at riley.bender@va.gov. Quotes shall be no more than (see above) pages double-spaced Times New Roman 12pt. font. Upon award, the

selected offeror will receive a signed SF1449 “Offer for Supplies and Services” which constitutes the award document.

Offerors are expected to examine this entire solicitation document. Failure to do so will be at the offeror's own risk.

The Government may make award based on initial offers received, without discussion of such offers. Quotes shall set forth full, accurate, and complete information as required by this solicitation package (including Appendix). The penalty for making false statements in quotes is prescribed in 18 U.S.C. 1001.

SUBMISSION OF QUESTIONS

Offerors shall submit their questions grouped by solicitation section and refer to the section/subsection number, and in a word document. Questions must be received before no later than Friday, **June 17, 2021, by 1400 ET**. All questions must be sent to the Contract Specialist via email at Riley.Bender@va.gov. Questions submitted after the cutoff date will not be considered. Any information given to a prospective offeror concerning this solicitation will be furnished promptly to other prospective offerors through email.

SUBMISSION OF QUOTES

Quotes shall be submitted on or before **June 27, 2022, by 1400 ET** via email to the Contract Specialist listed above. Any quote received after this date and time shall be considered late and shall not be considered for selection unless circumstances deem necessary.

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

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

Lowest Price Technically Acceptable

(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)