

AUTHORIZED FOR LOCAL REPRODUCTION  
PREVIOUS EDITION IS NOT USABLE

STANDARD FORM 1449 (REV. NOV 2021)  
Prescribed by GSA - FAR (48 CFR) 53.212

## Table of Contents

<b>SECTION A .....</b>	<b>1</b>
A.1 SF 1449 SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES .....	1
<b>SECTION B - CONTINUATION OF SF 1449 BLOCKS .....</b>	<b>4</b>
B.1 CONTRACT ADMINISTRATION DATA.....	4
B.2 PRICE/COST SCHEDULE .....	5
B.3 STATEMENT OF WORK.....	21
B.4 IT CONTRACT SECURITY .....	35
B.5 CONTRACTOR'S RESPONSIBILITY- CONTRACTORS PERFORMANCE ASSESSMENT REPORTING SYSTEM (CPARS) .....	45
<b>SECTION C - CONTRACT CLAUSES .....</b>	<b>47</b>
C.1 52.212-4 CONTRACT TERMS AND CONDITIONS—COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (DEC 2022) .....	47
C.2 52.216-18 ORDERING (AUG 2020).....	52
C.3 52.216-19 ORDER LIMITATIONS (OCT 1995).....	53
C.4 52.216-22 INDEFINITE QUANTITY (OCT 1995) .....	53
C.5 52.216-32 TASK-ORDER AND DELIVERY-ORDER OMBUDSMAN (SEP 2019) ..	54
C.6 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999).....	54
C.7 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000) ...	55
C.8 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998) .....	55
C.9 VAAR 852.201-70 CONTRACTING OFFICER'S REPRESENTATIVE (DEC 2022) .....	55
C.10 VAAR 852.208-70 SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS EVALUATION FACTORS-ORDERS OR BPAs (JAN 2023) (DEVIATION) .	56
C.11 VAAR 852.208-71 SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS EVALUATION FACTOR COMMITMENTS-ORDERS OR BPAs (JAN 2023) (DEVIATION) .....	57
C.12 VAAR 852.211-76 LIQUIDATED DAMAGES – REIMBURSEMENT FOR DATA BREACH COSTS (FEB 2023) ALTERNATE I (FEB 2023).....	57
C.13 VAAR 852.219-73 VA NOTICE OF TOTAL SET-ASIDE FOR CERTIFIED SERVICE-DISABLED VETERAN OWNED SMALL BUSINESSES (JAN 2023) (DEVIATION) .....	58
C.14 VAAR 852.237-74 NON-DISCRIMINATION IN SERVICE DELIVERY. (OCT 2019) .....	61
C.15 VAAR 852.237-75 KEY PERSONNEL (OCT 2019) .....	62
C.16 VAAR 852.242-71 ADMINISTRATIVE CONTRACTING OFFICER (OCT 2020) .	62
C.17 SUPPLEMENTAL INSURANCE REQUIREMENTS.....	62
C.18 MANDATORY WRITTEN DISCLOSURES.....	63
C.19 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS—COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (JUN 2023) .....	63
<b>SECTION D - CONTRACT DOCUMENTS, EXHIBITS, OR ATTACHMENTS.....</b>	<b>71</b>

D.1 QUALITY ASSURANCE SURVEILLANCE PLAN .....	72
D.2 CONTRACTOR CERTIFICATION: IMMIGRATION AND NATIONALITY ACT OF 1952, AS AMENDED .....	81
D.3 CONTRACTOR RULES OF BEHAVIOR.....	82
D.4 WAGE DETERMINATION : 2015 - 4281 REV. 27 .....	86
<b>SECTION E - SOLICITATION PROVISIONS.....</b>	<b>96</b>
E.1 52.212-1 INSTRUCTIONS TO OFFERORS—COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (MAR 2023) .....	96
E.2 52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS— COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (DEC 2022).....	101
E.3 52.204-24 REPRESENTATION REGARDING CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (NOV 2021).....	118
E.4 52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS (OCT 2018) .....	121
E.5 52.216-1 TYPE OF CONTRACT (APR 1984).....	122
E.6 52.233-2 SERVICE OF PROTEST (SEP 2006) .....	122
E.7 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998).....	123
E.8 VAAR 852.215-70 SERVICE-DISABLED VETERAN-OWNED AND VETERAN- OWNED SMALL BUSINESS EVALUATION FACTORS. (JAN 2023) .....	123
E.9 VAAR 852.215-72 NOTICE OF INTENT TO RE-SOLICIT. (OCT 2019) .....	124
E.10 VAAR 852.233-70 PROTEST CONTENT/ALTERNATIVE DISPUTE RESOLUTION. (OCT 2018).....	124
E.11 VAAR 852.233-71 ALTERNATE PROTEST PROCEDURE (OCT 2018).....	125
E.12 VAAR 852.273-70 LATE OFFERS. (NOV 2021).....	125

## 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:**

BUSINESS NAME	
BUSINESS UEI	
ADDRESS	
CITY/STATE/ZIP CODE	
CONTACT POC	
PHONE NUMBER	
EMAIL ADDRESS	

b. **GOVERNMENT:** Contracting Officer 36C245

Paschal L. Dawson, Contracting Officer  
VA Maryland Health Care System  
Perry Point VAMC  
1 Boiler House Road, Bldg. 101C., Room 4  
Perry Point, MD 21902  
410-637-1508

Aria Melville, Administrative Contracting Officer  
VA Maryland Health Care System  
Perry Point VAMC  
1 Boiler House Road, Bldg. 101C., Room 4  
Perry Point, MD 21902  
410-605-7000 ext. 52830

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

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

3. **INVOICES:** Invoices shall be submitted in arrears:

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

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

**PAYMENT WILL BE MADE BY**  
Government Purchase Card

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

AMENDMENT NO	DATE

## B.2 PRICE/COST SCHEDULE

Contractor shall provide Cranial Prosthesis to Veteran beneficiaries located in Washington, D.C. and the Washington, D.C. metro area. The contractor shall provide cranial prosthesis and cranial prosthesis services as described in the Statement of Work. The awarded contract will be a multiple award indefinite delivery indefinite quantity (IDIQ) task order contract with a minimum guaranteed equivalent to the lowest combination of CLINs for one (1) veteran that receives one (1) cranial prosthesis and cranial prosthesis set up services to include: fitting and cap construction. This maximum is not a guarantee. The contract ceiling, the total of all orders under the contract, during the base and four option year period is \$1,036,975.90.

CLIN	DESCRIPTION OF SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	Cranial Prosthesis - Human Hair (up to 12 inches) Short Colors: Black, Brown, White, Blonde, Red, Gray (Black/White) Contract Period: Base POP Begin: 10-01-2023 POP End: 09-30-2024	1.00	EA		
0002	Cranial Prosthesis - Human Hair (13-18 inches) Long Colors: Black, Brown, White, Blonde, Red, Gray (Black/White) Contract Period: Base POP Begin: 10-01-2023 POP End: 09-30-2024	1.00	EA		
0003	Cranial Prosthesis - Synthetic (up to 12 inches) Short Colors: Black, Brown, White, Blonde, Red, Gray (Black/White) Contract Period: Base POP Begin: 10-01-2023 POP End: 09-30-2024	1.00	EA		
0004	Cranial Prosthesis - Synthetic (13-18 inches) Long Colors: Black, Brown, White, Blonde, Red, Gray (Black/White) Contract Period: Base POP Begin: 10-01-2023 POP End: 09-30-2024	1.00	EA		
0005	Cranial Prosthesis - Human Hair - Curl Pattern Straight Colors: Black, Brown, White, Blonde, Red, Gray (Black/White) Contract Period: Base POP Begin: 10-01-2023 POP End: 09-30-2024	1.00	EA		
0006		1.00	EA		

	Cranial Prosthesis - Human Hair - Curl Pattern Body Wave Colors: Black, Brown, White, Blonde, Red, Gray (Black/White) Contract Period: Base POP Begin: 10-01-2023 POP End: 09-30-2024		
0007	1.00 EA _____ Cranial Prosthesis - Human Hair - Curl Pattern Curly Colors: Black, Brown, White, Blonde, Red, Gray (Black/White) Contract Period: Base POP Begin: 10-01-2023 POP End: 09-30-2024		
0008	1.00 EA _____ Cranial Prosthesis - Human Hair - Curl Pattern Kinky Colors: Black, Brown, White, Blonde, Red, Gray (Black/White) Contract Period: Base POP Begin: 10-01-2023 POP End: 09-30-2024		
0009	1.00 EA _____ Cranial Prosthesis - Human Hair - Curl Pattern Braided Colors: Black, Brown, White, Blonde, Red, Gray (Black/White) Contract Period: Base POP Begin: 10-01-2023 POP End: 09-30-2024		
0010	1.00 EA _____ Cranial Prosthesis - Synthetic Hair - Curl Pattern Straight Colors: Black, Brown, White, Blonde, Red, Gray (Black/White) Contract Period: Base POP Begin: 10-01-2023 POP End: 09-30-2024		
0011	1.00 EA _____ Cranial Prosthesis - Synthetic Hair - Curl Pattern Body Wave Colors: Black, Brown, White, Blonde, Red, Gray (Black/White) Contract Period: Base POP Begin: 10-01-2023 POP End: 09-30-2024		
0012	1.00 EA _____ Cranial Prosthesis - Synthetic - Curl Pattern Curly Colors: Black, Brown, White, Blonde, Red, Gray (Black/White) Contract Period: Base POP Begin: 10-01-2023 POP End: 09-30-2024		
0013	1.00 EA _____ Cranial Prosthesis - Synthetic - Curl Pattern Kinky Colors: Black, Brown, White, Blonde, Red, Gray (Black/White) Contract Period: Base POP Begin: 10-01-2023		

POP End: 09-30-2024			
<b>0014</b>	1.00	EA	
Cranial Prosthesis - Synthetic - Curl Pattern Braided			
Colors: Black, Brown, White, Blonde, Red, Gray (Black/White)			
Contract Period: Base			
POP Begin: 10-01-2023			
POP End: 09-30-2024			
<b>0015</b>	1.00	EA	
Cranial Prosthesis - Human Hair - Density 85%-200%			
Colors: Black, Brown, White, Blonde, Red, Gray (Black/White)			
Contract Period: Base			
POP Begin: 10-01-2023			
POP End: 09-30-2024			
<b>0016</b>	1.00	EA	
Cranial Prosthesis - Synthetic - Density 85%-200%			
Colors: Black, Brown, White, Blonde, Red, Gray (Black/White)			
Contract Period: Base			
POP Begin: 10-01-2023			
POP End: 09-30-2024			
<b>0017</b>	1.00	EA	
Cranial Prosthesis Glueless Construction Cap			
Contract Period: Base			
POP Begin: 10-01-2023			
POP End: 09-30-2024			
<b>0018</b>	1.00	EA	
Cranial Prosthesis Silicone Molded Construction Cap			
Contract Period: Base			
POP Begin: 10-01-2023			
POP End: 09-30-2024			
<b>0019</b>	1.00	EA	
Cranial Prosthesis - Undetectable Lace Material			
Contract Period: Base			
POP Begin: 10-01-2023			
POP End: 09-30-2024			
<b>0020</b>	241.00	EA	
Cranial Prosthesis Measurement, Fabrication, and Installation (fitting)			
Contract Period: Base			
POP Begin: 10-01-2023			
POP End: 09-30-2024			
<b>0021</b>	60.00	EA	
Cranial Prosthesis Repair Services			
Contract Period: Base			
POP Begin: 10-01-2023			

POP End: 09-30-2024					
<b>0022</b>		24.00	EA	_____	_____
Cranial Prosthesis Change Fee Contract Period: Base POP Begin: 10-01-2023 POP End: 09-30-2024					
<b>0023</b>		24.00	EA	_____	_____
Cranial Prosthesis Cancellation Fee Contract Period: Base POP Begin: 10-01-2023 POP End: 09-30-2024					
				<b>BASE YEAR TOTAL</b>	_____

CLIN	DESCRIPTION OF SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
<b>1001</b>		1.00	EA	_____	_____
Cranial Prosthesis - Human Hair (up to 12 inches) Short Colors: Black, Brown, White, Blonde, Red, Gray (Black/White) Contract Period: Option Year 1 POP Begin: 10-01-2024 POP End: 09-30-2025					
<b>1002</b>		1.00	EA	_____	_____
Cranial Prosthesis - Human Hair (13-18 inches) Long Colors: Black, Brown, White, Blonde, Red, Gray (Black/White) Contract Period: Option Year 1 POP Begin: 10-01-2024 POP End: 09-30-2025					
<b>1003</b>		1.00	EA	_____	_____
Cranial Prosthesis - Synthetic (up to 12 inches) Short Colors: Black, Brown, White, Blonde, Red, Gray (Black/White) Contract Period: Option Year 1 POP Begin: 10-01-2024 POP End: 09-30-2025					
<b>1004</b>		1.00	EA	_____	_____
Cranial Prosthesis - Synthetic (13-18 inches) Long Colors: Black, Brown, White, Blonde, Red, Gray (Black/White) Contract Period: Option Year 1 POP Begin: 10-01-2024 POP End: 09-30-2025					
<b>1005</b>		1.00	EA	_____	_____
Cranial Prosthesis - Human Hair - Curl Pattern Straight Colors: Black, Brown, White, Blonde, Red, Gray (Black/White) Contract Period: Option Year 1 POP Begin: 10-01-2024					



POP End: 09-30-2025			
<b>1006</b>	1.00	EA	
Cranial Prosthesis - Human Hair - Curl Pattern Body Wave			
Colors: Black, Brown, White, Blonde, Red, Gray (Black/White)			
Contract Period: Option Year 1			
POP Begin: 10-01-2024			
POP End: 09-30-2025			
<b>1007</b>	1.00	EA	
Cranial Prosthesis - Human Hair - Curl Pattern Curly			
Colors: Black, Brown, White, Blonde, Red, Gray (Black/White)			
Contract Period: Option Year 1			
POP Begin: 10-01-2024			
POP End: 09-30-2025			
<b>1008</b>	1.00	EA	
Cranial Prosthesis - Human Hair - Curl Pattern Kinky			
Colors: Black, Brown, White, Blonde, Red, Gray (Black/White)			
Contract Period: Option Year 1			
POP Begin: 10-01-2024			
POP End: 09-30-2025			
<b>1009</b>	1.00	EA	
Cranial Prosthesis - Human Hair - Curl Pattern Braided			
Colors: Black, Brown, White, Blonde, Red, Gray (Black/White)			
Contract Period: Option Year 1			
POP Begin: 10-01-2024			
POP End: 09-30-2025			
<b>1010</b>	1.00	EA	
Cranial Prosthesis - Synthetic Hair - Curl Pattern Straight			
Colors: Black, Brown, White, Blonde, Red, Gray (Black/White)			
Contract Period: Option Year 1			
POP Begin: 10-01-2024			
POP End: 09-30-2025			
<b>1011</b>	1.00	EA	
Cranial Prosthesis - Synthetic Hair - Curl Pattern Body Wave			
Colors: Black, Brown, White, Blonde, Red, Gray (Black/White)			
Contract Period: Option Year 1			
POP Begin: 10-01-2024			
POP End: 09-30-2025			
<b>1012</b>	1.00	EA	
Cranial Prosthesis - Synthetic - Curl Pattern Curly			
Colors: Black, Brown, White, Blonde, Red, Gray (Black/White)			
Contract Period: Option Year 1			
POP Begin: 10-01-2024			
POP End: 09-30-2025			
<b>1013</b>	1.00	EA	

	Cranial Prosthesis - Synthetic - Curl Pattern Kinky Colors: Black, Brown, White, Blonde, Red, Gray (Black/White) Contract Period: Option Year 1 POP Begin: 10-01-2024 POP End: 09-30-2025				
1014	1.00 EA _____ Cranial Prosthesis - Synthetic - Curl Pattern Braided Colors: Black, Brown, White, Blonde, Red, Gray (Black/White) Contract Period: Option Year 1 POP Begin: 10-01-2024 POP End: 09-30-2025				
1015	1.00 EA _____ Cranial Prosthesis - Human Hair - Density 85%-200% Colors: Black, Brown, White, Blonde, Red, Gray (Black/White) Contract Period: Option Year 1 POP Begin: 10-01-2024 POP End: 09-30-2025				
1016	1.00 EA _____ Cranial Prosthesis - Synthetic - Density 85%-200% Colors: Black, Brown, White, Blonde, Red, Gray (Black/White) Contract Period: Option Year 1 POP Begin: 10-01-2024 POP End: 09-30-2025				
1017	1.00 EA _____ Cranial Prosthesis Glueless Construction Cap Contract Period: Option Year 1 POP Begin: 10-01-2024 POP End: 09-30-2025				
1018	1.00 EA _____ Cranial Prosthesis Silicone Molded Construction Cap Contract Period: Option Year 1 POP Begin: 10-01-2024 POP End: 09-30-2025				
1019	1.00 EA _____ Cranial Prosthesis - Undetectable Lace Material Contract Period: Option Year 1 POP Begin: 10-01-2024 POP End: 09-30-2025				
1020	241.00 EA _____ Cranial Prosthesis Measurement, Fabrication, and Installation (fitting) Contract Period: Option Year 1 POP Begin: 10-01-2024 POP End: 09-30-2025				
1021	60.00 EA _____ Cranial Prosthesis Repair Services Contract Period: Option Year 1				

POP Begin: 10-01-2024 POP End: 09-30-2025					
<b>1022</b>		24.00	EA	_____	_____
Cranial Prosthesis Change Fee Contract Period: Option Year 1 POP Begin: 10-01-2024 POP End: 09-30-2025					
<b>1023</b>		24.00	EA	_____	_____
Cranial Prosthesis Cancellation Fee Contract Period: Option Year 1 POP Begin: 10-01-2024 POP End: 09-30-2025					
				<b>OPTION YEAR 1 TOTAL</b>	_____

CLIN	DESCRIPTION OF SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
<b>2001</b>		1.00	EA	_____	_____
Cranial Prosthesis - Human Hair (up to 12 inches) Short Colors: Black, Brown, White, Blonde, Red, Gray (Black/White) Contract Period: Option Year 2 POP Begin: 10-01-2025 POP End: 09-30-2026					
<b>2002</b>		1.00	EA	_____	_____
Cranial Prosthesis - Human Hair (13-18 inches) Long Colors: Black, Brown, White, Blonde, Red, Gray (Black/White) Contract Period: Option Year 2 POP Begin: 10-01-2025 POP End: 09-30-2026					
<b>2003</b>		1.00	EA	_____	_____
Cranial Prosthesis - Synthetic (up to 12 inches) Short Colors: Black, Brown, White, Blonde, Red, Gray (Black/White) Contract Period: Option Year 2 POP Begin: 10-01-2025 POP End: 09-30-2026					
<b>2004</b>		1.00	EA	_____	_____
Cranial Prosthesis - Synthetic (13-18 inches) Long Colors: Black, Brown, White, Blonde, Red, Gray (Black/White) Contract Period: Option Year 2 POP Begin: 10-01-2025 POP End: 09-30-2026					
<b>2005</b>		1.00	EA	_____	_____
Cranial Prosthesis - Human Hair - Curl Pattern Straight Colors: Black, Brown, White, Blonde, Red, Gray (Black/White) Contract Period: Option Year 2 POP Begin: 10-01-2025					

POP End: 09-30-2026			
<b>2006</b>	1.00	EA	
Cranial Prosthesis - Human Hair - Curl Pattern Body Wave			
Colors: Black, Brown, White, Blonde, Red, Gray (Black/White)			
Contract Period: Option Year 2			
POP Begin: 10-01-2025			
POP End: 09-30-2026			
<b>2007</b>	1.00	EA	
Cranial Prosthesis - Human Hair - Curl Pattern Curly			
Colors: Black, Brown, White, Blonde, Red, Gray (Black/White)			
Contract Period: Option Year 2			
POP Begin: 10-01-2025			
POP End: 09-30-2026			
<b>2008</b>	1.00	EA	
Cranial Prosthesis - Human Hair - Curl Pattern Kinky			
Colors: Black, Brown, White, Blonde, Red, Gray (Black/White)			
Contract Period: Option Year 2			
POP Begin: 10-01-2025			
POP End: 09-30-2026			
<b>2009</b>	1.00	EA	
Cranial Prosthesis - Human Hair - Curl Pattern Braided			
Colors: Black, Brown, White, Blonde, Red, Gray (Black/White)			
Contract Period: Option Year 2			
POP Begin: 10-01-2025			
POP End: 09-30-2026			
<b>2010</b>	1.00	EA	
Cranial Prosthesis - Synthetic Hair - Curl Pattern Straight			
Colors: Black, Brown, White, Blonde, Red, Gray (Black/White)			
Contract Period: Option Year 2			
POP Begin: 10-01-2025			
POP End: 09-30-2026			
<b>2011</b>	1.00	EA	
Cranial Prosthesis - Synthetic Hair - Curl Pattern Body Wave			
Colors: Black, Brown, White, Blonde, Red, Gray (Black/White)			
Contract Period: Option Year 2			
POP Begin: 10-01-2025			
POP End: 09-30-2026			
<b>2012</b>	1.00	EA	
Cranial Prosthesis - Synthetic - Curl Pattern Curly			
Colors: Black, Brown, White, Blonde, Red, Gray (Black/White)			
Contract Period: Option Year 2			
POP Begin: 10-01-2025			
POP End: 09-30-2026			
<b>2013</b>	1.00	EA	
Cranial Prosthesis - Synthetic - Curl Pattern Kinky			
Colors: Black, Brown, White, Blonde, Red, Gray (Black/White)			
Contract Period: Option Year 2			

POP Begin: 10-01-2025 POP End: 09-30-2026			
<b>2014</b>	1.00	EA	
Cranial Prosthesis - Synthetic - Curl Pattern Braided Colors: Black, Brown, White, Blonde, Red, Gray (Black/White) Contract Period: Option Year 2 POP Begin: 10-01-2025 POP End: 09-30-2026			
<b>2015</b>	1.00	EA	
Cranial Prosthesis - Human Hair - Density 85%-200% Colors: Black, Brown, White, Blonde, Red, Gray (Black/White) Contract Period: Option Year 2 POP Begin: 10-01-2025 POP End: 09-30-2026			
<b>2016</b>	1.00	EA	
Cranial Prosthesis - Synthetic - Density 85%-200% Colors: Black, Brown, White, Blonde, Red, Gray (Black/White) Contract Period: Option Year 2 POP Begin: 10-01-2025 POP End: 09-30-2026			
<b>2017</b>	1.00	EA	
Cranial Prosthesis Glueless Construction Cap Contract Period: Option Year 2 POP Begin: 10-01-2025 POP End: 09-30-2026			
<b>2018</b>	1.00	EA	
Cranial Prosthesis Silicone Molded Construction Cap Contract Period: Option Year 2 POP Begin: 10-01-2025 POP End: 09-30-2026			
<b>2019</b>	1.00	EA	
Cranial Prosthesis - Undetectable Lace Material Contract Period: Option Year 2 POP Begin: 10-01-2025 POP End: 09-30-2026			
<b>2020</b>	241.00	EA	
Cranial Prosthesis Measurement, Fabrication, and Installation (fitting) Contract Period: Option Year 2 POP Begin: 10-01-2025 POP End: 09-30-2026			
<b>2021</b>	60.00	EA	
Cranial Prosthesis Repair Services Contract Period: Option Year 2 POP Begin: 10-01-2025			

POP End: 09-30-2026					
<b>2022</b>		24.00	EA	_____	_____
Cranial Prosthesis Change Fee Contract Period: Option Year 1 POP Begin: 10-01-2024 POP End: 09-30-2025					
<b>2023</b>		24.00	EA	_____	_____
Cranial Prosthesis Cancellation Fee Contract Period: Option Year 2 POP Begin: 10-01-2025 POP End: 09-30-2026					
				<b>OPTION YEAR 2</b>	_____
				<b>TOTAL</b>	_____

CLIN	DESCRIPTION OF SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
<b>3001</b>		1.00	EA	_____	_____
Cranial Prosthesis - Human Hair (up to 12 inches) Short Colors: Black, Brown, White, Blonde, Red, Gray (Black/White) Contract Period: Option Year 3 POP Begin: 10-01-2026 POP End: 09-30-2027					
<b>3002</b>		1.00	EA	_____	_____
Cranial Prosthesis - Human Hair (13-18 inches) Long Colors: Black, Brown, White, Blonde, Red, Gray (Black/White) Contract Period: Option Year 3 POP Begin: 10-01-2026 POP End: 09-30-2027					
<b>3003</b>		1.00	EA	_____	_____
Cranial Prosthesis - Synthetic (up to 12 inches) Short Colors: Black, Brown, White, Blonde, Red, Gray (Black/White) Contract Period: Option Year 3 POP Begin: 10-01-2026 POP End: 09-30-2027					
<b>3004</b>		1.00	EA	_____	_____
Cranial Prosthesis - Synthetic (13-18 inches) Long Colors: Black, Brown, White, Blonde, Red, Gray (Black/White) Contract Period: Option Year 3 POP Begin: 10-01-2026 POP End: 09-30-2027					
<b>3005</b>		1.00	EA	_____	_____
Cranial Prosthesis - Human Hair - Curl Pattern Straight Colors: Black, Brown, White, Blonde, Red, Gray (Black/White) Contract Period: Option Year 3 POP Begin: 10-01-2026					

POP End: 09-30-2027			
<b>3006</b>	1.00	EA	
Cranial Prosthesis - Human Hair - Curl Pattern Body Wave			
Colors: Black, Brown, White, Blonde, Red, Gray (Black/White)			
Contract Period: Option Year 3			
POP Begin: 10-01-2026			
POP End: 09-30-2027			
<b>3007</b>	1.00	EA	
Cranial Prosthesis - Human Hair - Curl Pattern Curly			
Colors: Black, Brown, White, Blonde, Red, Gray (Black/White)			
Contract Period: Option Year 3			
POP Begin: 10-01-2026			
POP End: 09-30-2027			
<b>3008</b>	1.00	EA	
Cranial Prosthesis - Human Hair - Curl Pattern Kinky			
Colors: Black, Brown, White, Blonde, Red, Gray (Black/White)			
Contract Period: Option Year 3			
POP Begin: 10-01-2026			
POP End: 09-30-2027			
<b>3009</b>	1.00	EA	
Cranial Prosthesis - Human Hair - Curl Pattern Braided			
Colors: Black, Brown, White, Blonde, Red, Gray (Black/White)			
Contract Period: Option Year 3			
POP Begin: 10-01-2026			
POP End: 09-30-2027			
<b>3010</b>	1.00	EA	
Cranial Prosthesis - Synthetic Hair - Curl Pattern Straight			
Colors: Black, Brown, White, Blonde, Red, Gray (Black/White)			
Contract Period: Option Year 3			
POP Begin: 10-01-2026			
POP End: 09-30-2027			
<b>3011</b>	1.00	EA	
Cranial Prosthesis - Synthetic Hair - Curl Pattern Body Wave			
Colors: Black, Brown, White, Blonde, Red, Gray (Black/White)			
Contract Period: Option Year 3			
POP Begin: 10-01-2026			
POP End: 09-30-2027			
<b>3012</b>	1.00	EA	
Cranial Prosthesis - Synthetic - Curl Pattern Curly			
Colors: Black, Brown, White, Blonde, Red, Gray (Black/White)			
Contract Period: Option Year 3			
POP Begin: 10-01-2026			
POP End: 09-30-2027			
<b>3013</b>	1.00	EA	
Cranial Prosthesis - Synthetic - Curl Pattern Kinky			
Colors: Black, Brown, White, Blonde, Red, Gray (Black/White)			
Contract Period: Option Year 3			

POP Begin: 10-01-2026 POP End: 09-30-2027			
<b>3014</b>	1.00	EA	
Cranial Prosthesis - Synthetic - Curl Pattern Braided Colors: Black, Brown, White, Blonde, Red, Gray (Black/White) Contract Period: Option Year 3 POP Begin: 10-01-2026 POP End: 09-30-2027			
<b>3015</b>	1.00	EA	
Cranial Prosthesis - Human Hair - Density 85%-200% Colors: Black, Brown, White, Blonde, Red, Gray (Black/White) Contract Period: Option Year 3 POP Begin: 10-01-2026 POP End: 09-30-2027			
<b>3016</b>	1.00	EA	
Cranial Prosthesis - Synthetic - Density 85%-200% Colors: Black, Brown, White, Blonde, Red, Gray (Black/White) Contract Period: Option Year 3 POP Begin: 10-01-2026 POP End: 09-30-2027			
<b>3017</b>	1.00	EA	
Cranial Prosthesis Glueless Construction Cap Contract Period: Option Year 3 POP Begin: 10-01-2026 POP End: 09-30-2027			
<b>3018</b>	1.00	EA	
Cranial Prosthesis Silicone Molded Construction Cap Contract Period: Option Year 3 POP Begin: 10-01-2026 POP End: 09-30-2027			
<b>3019</b>	1.00	EA	
Cranial Prosthesis - Undetectable Lace Material Contract Period: Option Year 3 POP Begin: 10-01-2026 POP End: 09-30-2027			
<b>3020</b>	241.00	EA	
Cranial Prosthesis Measurement, Fabrication, and Installation (fitting) Contract Period: Option Year 3 POP Begin: 10-01-2026 POP End: 09-30-2027			
<b>3021</b>	60.00	EA	
Cranial Prosthesis Repair Services Contract Period: Option Year 3 POP Begin: 10-01-2026			



POP End: 09-30-2027					
<b>3022</b>		24.00	EA	_____	_____
Cranial Prosthesis Change Fee Contract Period: Option Year 3 POP Begin: 10-01-2026 POP End: 09-30-2027					
<b>3023</b>		24.00	EA	_____	_____
Cranial Prosthesis Cancellation Fee Contract Period: Option Year 3 POP Begin: 10-01-2026 POP End: 09-30-2027					
				<b>OPTION YEAR 3 TOTAL</b>	_____

CLIN	DESCRIPTION OF SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
<b>4001</b>		1.00	EA	_____	_____
Cranial Prosthesis - Human Hair (up to 12 inches) Short Colors: Black, Brown, White, Blonde, Red, Gray (Black/White) Contract Period: Option Year 4 POP Begin: 10-01-2027 POP End: 09-30-2028					
<b>4002</b>		1.00	EA	_____	_____
Cranial Prosthesis - Human Hair (13-18 inches) Long Colors: Black, Brown, White, Blonde, Red, Gray (Black/White) Contract Period: Option Year 4 POP Begin: 10-01-2027 POP End: 09-30-2028					
<b>4003</b>		1.00	EA	_____	_____
Cranial Prosthesis - Synthetic (up to 12 inches) Short Colors: Black, Brown, White, Blonde, Red, Gray (Black/White) Contract Period: Option Year 4 POP Begin: 10-01-2027 POP End: 09-30-2028					
<b>4004</b>		1.00	EA	_____	_____
Cranial Prosthesis - Synthetic (13-18 inches) Long Colors: Black, Brown, White, Blonde, Red, Gray (Black/White) Contract Period: Option Year 4 POP Begin: 10-01-2027 POP End: 09-30-2028					
<b>4005</b>		1.00	EA	_____	_____
Cranial Prosthesis - Human Hair - Curl Pattern Straight Colors: Black, Brown, White, Blonde, Red, Gray (Black/White) Contract Period: Option Year 4 POP Begin: 10-01-2027 POP End: 09-30-2028					
<b>4006</b>		1.00	EA	_____	_____
Cranial Prosthesis - Human Hair - Curl Pattern Body Wave Colors: Black, Brown, White, Blonde, Red, Gray (Black/White) Contract Period: Option Year 4					

## DC WIG Statement of Work

POP Begin: 10-01-2027 POP End: 09-30-2028			
<b>4007</b>	1.00	EA	
Cranial Prosthesis - Human Hair - Curl Pattern Curly Colors: Black, Brown, White, Blonde, Red, Gray (Black/White) Contract Period: Option Year 4 POP Begin: 10-01-2027 POP End: 09-30-2028			
<b>4008</b>	1.00	EA	
Cranial Prosthesis - Human Hair - Curl Pattern Kinky Colors: Black, Brown, White, Blonde, Red, Gray (Black/White) Contract Period: Option Year 4 POP Begin: 10-01-2027 POP End: 09-30-2028			
<b>4009</b>	1.00	EA	
Cranial Prosthesis - Human Hair - Curl Pattern Braided Colors: Black, Brown, White, Blonde, Red, Gray (Black/White) Contract Period: Option Year 4 POP Begin: 10-01-2027 POP End: 09-30-2028			
<b>4010</b>	1.00	EA	
Cranial Prosthesis - Synthetic Hair - Curl Pattern Straight Colors: Black, Brown, White, Blonde, Red, Gray (Black/White) Contract Period: Option Year 4 POP Begin: 10-01-2027 POP End: 09-30-2028			
<b>4011</b>	1.00	EA	
Cranial Prosthesis - Synthetic Hair - Curl Pattern Body Wave Colors: Black, Brown, White, Blonde, Red, Gray (Black/White) Contract Period: Option Year 4 POP Begin: 10-01-2027 POP End: 09-30-2028			
<b>4012</b>	1.00	EA	
Cranial Prosthesis - Synthetic - Curl Pattern Curly Colors: Black, Brown, White, Blonde, Red, Gray (Black/White) Contract Period: Option Year 4 POP Begin: 10-01-2027 POP End: 09-30-2028			
<b>4013</b>	1.00	EA	
Cranial Prosthesis - Synthetic - Curl Pattern Kinky Colors: Black, Brown, White, Blonde, Red, Gray (Black/White) Contract Period: Option Year 4 POP Begin: 10-01-2027 POP End: 09-30-2028			
<b>4014</b>	1.00	EA	
Cranial Prosthesis - Synthetic - Curl Pattern Braided Colors: Black, Brown, White, Blonde, Red, Gray (Black/White)			

## DC WIG Statement of Work

Contract Period: Option Year 4 POP Begin: 10-01-2027 POP End: 09-30-2028			
<b>4015</b>	1.00	EA	
Cranial Prosthesis - Human Hair - Density 85%-200% Colors: Black, Brown, White, Blonde, Red, Gray (Black/White) Contract Period: Option Year 4 POP Begin: 10-01-2027 POP End: 09-30-2028			
<b>4016</b>	1.00	EA	
Cranial Prosthesis - Synthetic - Density 85%-200% Colors: Black, Brown, White, Blonde, Red, Gray (Black/White) Contract Period: Option Year 4 POP Begin: 10-01-2027 POP End: 09-30-2028			
<b>4017</b>	1.00	EA	
Cranial Prosthesis Glueless Construction Cap Contract Period: Option Year 4 POP Begin: 10-01-2027 POP End: 09-30-2028			
<b>4018</b>	1.00	EA	
Cranial Prosthesis Silicone Molded Construction Cap Contract Period: Option Year 4 POP Begin: 10-01-2027 POP End: 09-30-2028			
<b>4019</b>	1.00	EA	
Cranial Prosthesis - Undetectable Lace Material Contract Period: Option Year 4 POP Begin: 10-01-2027 POP End: 09-30-2028			
<b>4020</b>	241.00	EA	
Cranial Prosthesis Measurement, Fabrication, and Installation (fitting) Contract Period: Option Year 4 POP Begin: 10-01-2027 POP End: 09-30-2028			
<b>4021</b>	60.00	EA	
Cranial Prosthesis Repair Services Contract Period: Option Year 4 POP Begin: 10-01-2027 POP End: 09-30-2028			
<b>4022</b>	24.00	EA	
Cranial Prosthesis Change Fee Contract Period: Option Year 4 POP Begin: 10-01-2027 POP End: 09-30-2028			
<b>4023</b>	24.00	EA	

**DC WIG Statement of Work**

Cranial Prosthesis Cancellation Fee  
Contract Period: Option Year 4  
POP Begin: 10-01-2027  
POP End: 09-30-2028

<b>OPTION YEAR 4</b>	_____
<b>TOTAL</b>	_____
<b>GRAND TOTAL</b>	_____
<b>(BASE AND ALL</b>	
<b>OPTIONS)</b>	

## DC WIG Statement of Work

### B.3 STATEMENT OF WORK

#### 1. SCOPE

The Department of Veterans Affairs (VA), Washington DC VA Medical Center (DC), has a large population of eligible veterans requiring assistance with the furnishment of Cranial Prostheses and related services. It is DC's intention to solicit proposals and award multiple contracts on a competitive basis under the authority of Title 38 U.S.C. Section 8123. Anticipated contract period is October 1, 2023 through September 30, 2024 with four (4) one (1) year follow-on option periods.

The Cranial Prostheses and related services are to be provided to the following facility.

Washington DC VA Medical Center  
50 Irving Street, NW  
Washington, DC 20422

#### 2. DEFINITIONS

- A. GOOD STANDING: A cranial prosthesis vendor that maintains timely invoicing, professional conduct, required licensure, insurance, and certifications, as well as no patient complaints, demonstrates good ethics, and consistently conforms with purchase order agreements.
- B. PURCHASE CARD/VISA LEVEL II: Enhanced data is the additional information that accompanies charge card transactions. **Enhanced data is required** for processing financial transactions or for settlement of that transaction. Level II provides additional summary data that accompanies Level I (minimum amount of data required to clear and settle a financial transaction) through the clearing and settlement process.

#### 3. MULTIPLE AWARDS

- A. The Contracting Officer contemplates award of one or more Indefinite Delivery Indefinite Quantity (IDIQ) firm fixed price contract(s) pursuant to this solicitation for commercial items, Prosthetic appliances and related services. The contract will be in service of the DC facility, in which purchase orders may be placed toward any of the contract(s) awarded under this solicitation.
- B. The contract will contain one (1) base year and four (4) renewable option years which will be exercised at the sole discretion of the government. The Contracting Officer shall determine (based on an integrated assessment of each offeror's technical, past performance and price proposals) the individual proposals judged to be most advantageous to the Government.
  - The total minimum order for supplies and services that will be acquired under this contract is \$2,500.00 all contractors total per contract (base and all option years).
  - The total maximum order for supplies or services the Government will acquire under this contract is \$1,036,975.90 all contractors total per contract (base and all option years).

## DC WIG Statement of Work

- **The Contractor must submit a Technical Proposal for evaluation.** The Technical Proposal must provide sufficient information to demonstrate the corporate capabilities to satisfactorily perform the work detailed.
- C. At least 100% of the contracts awarded by contractor will be set aside for Service-Disabled Veterans Owned Small Business (SDVOSB) concerns. SDVOSBs must furnish, under this contract, Prostheses that either: they have manufactured themselves in the United States; or that have been manufactured by another small business concern in the United States.

### 4. CONTRACTOR PERSONNEL

- A. All Contractor personnel are required to wear ID Badges during the entire time they are on the VA grounds. ID Badges must have an identification picture and shall state in English the name of the individual and the company represented.
- B. All Contractor personnel are required to check into the facility Police & Security office at each visit to pick up a “contractor” badge prior to contacting the Contracting Officer Representative (COR). To facilitate visits by vendors, appointments should be scheduled in advance with the respective service. Vendor appointments may be cancelled at the last-minute due to the needs of the organization. Vendors who have previously scheduled appointments may not initiate requests for impromptu meetings with other VA staff whom they may happen to encounter during their scheduled visit.

Upon arrival at the Medical Center, vendors will report directly to Police & Security Office. Each vendor must present his/her driver's license upon arrival and will be logged-in to be issued a vendor's badge. This badge must be worn on an outer garment while conducting business in the Medical Center. Upon departure, the vendor will return the vendor badge in exchange for his/her driver's license.

1) Sign-in information will include:

- Name
  - Company
  - Appointment Contact
  - Date
  - Time in
  - Time out
  - Badge Number
- C. The contractor shall not employ persons for work on this contract if such employee is identified to the contractor as a potential threat to the health, safety, security, general well-being or operational mission of the installation and its population.
- D. All Contractor personnel shall observe the rules and regulations of the VA Medical Facility.
- 1) Smoking is permitted only in designated areas as posted.
  - 2) Parking is only permitted in areas designated as Visitor Parking Lots, by the COR, or otherwise directed by the Police and Security Service personnel.

### 5. GENERAL REQUIREMENTS

## DC WIG Statement of Work

### A. Standards of Performance

The Contractor shall fabricate all cranial prostheses in strict conformance to the Prosthetic prescription that has been written by the VA Medical Facility Dermatology clinicians and provided by P&SAS staff. Contractors shall not add products and/or services not prescribed and/or substitute or upgrade components used to fabricate a cranial prosthesis without prior approval and written authority from the COR or designee. Products that are not commercial items are considered experimental and purchase of the experimental products shall not be authorized under this solicitation.

### B. Educational and Training Requirements

The Contractor and all Contractor employees will hold a current Cosmetology License. The Contractor will be responsible for ensuring that all Contractor employees providing work on this contract are fully trained and completely competent to perform the required work. The License Number, Licensee Name and License Type must be included in the technical proposal submission of this solicitation. All changes to personnel must be reported to the CO/COR no later than 5 days of occurrence.

### C. Approved Facilities

**All contractor facility locations which will be used in this contract shall be listed within the contractor's response to the solicitation. No person shall operate a salon or shop without first having obtained the appropriate business licenses, registrations, and/or certificates. Any contractor who intends to manage a salon or shop shall obtain both a salon license and a manager's license. A license shall be obtained for each place of business and the appropriate fee shall be paid for each license. A copy of the Business License, Cosmetology License, certificate of occupancy, and liability insurance for each location must be included in the technical proposal submission of this solicitation. Throughout the duration of this contract, notification of any facilities which are added, changed or closed must immediately be conveyed to both the Contracting Officer and the COR to obtain approval before it may be used or this contract. Any person renting a booth within the approved Contractor location will not be permitted to perform services on Veteran beneficiaries.**

**Booth rentals/chair rentals/space renting, by whatever name called, is recognized as an independent business and as such, each booth, chair, or space must have a salon or shop owner's license, a manager's license, and, if applicable, the appropriate business licenses or registrations. No person(s) shall operate utilizing another person(s) licenses and/or registrations**

## 6. SPECIFIC REQUIREMENTS

### A. Solicitation of Beneficiaries

The contractor agrees not to (directly or indirectly through agents) solicit eligible Veteran beneficiaries for cranial prostheses services/products through any means such as, but not limited to, utilizing any advertisements or mailing lists (see Contract Clause 852.270-4 Commercial Advertising), contacting the Veteran directly, VA clinics, etc. VA personnel

## **DC WIG Statement of Work**

shall not direct, guide, or prompt a Veteran beneficiary to a specific contractor. To assist in the selection of their Cranial Prosthesis Fabricator/Distributor, all eligible Veteran beneficiaries shall be given a current list of the contracted providers that are located in the Healthcare Facility's jurisdiction and shall state the business classification of the contractor (i.e.: Service-Disabled Veteran Owned, Woman owned, Minority owned, 8(a), HubZone, etc.) Each list of contracted providers shall contain the following header statement in boldface type:

**YOU HAVE THE RIGHT TO SELECT THE CRANIAL PROSTHESIS  
FABRICATOR/DISTRIBUTOR CONTRACTOR OF YOUR CHOICE FROM ANY OF  
THE VA APPROVED CONTRACTORS. ANY ATTEMPT TO INFLUENCE YOUR  
DECISION OR TO DIRECT YOU TO ANY PARTICULAR CONTRACTOR SHOULD BE  
REPORTED TO THE HEALTHCARE FACILITY CO/COR OF THIS FACILITY.**

**CONTRACTING OFFICER REPRESENTATIVE (COR):  
CONTRACTING OFFICER (CO):**

### **B. Salvage**

In the event that a Veteran beneficiary dies prior to delivery and acceptance of a cranial prosthesis, VA shall pay the contractor for the work performed up to the point that they are notified to stop work. The pricing paid shall be mutually agreed upon in writing and shall not exceed the contract price of the cranial prosthesis. If the cranial prosthesis can be used for another beneficiary, the Contractor must only charge for resizing and fitting fees as listed in the contract.

## **7. PERFORMANCE, DELIVERY, INSPECTION AND ACCEPTANCE**

- A. Upon initial consultation, Veteran and Contractor will be required to complete an order form (Exhibit A) noting the specifications of the cranial prosthesis. This includes, but is not limited to:
- Measurements: Circumference, Front to Nape, Ear to Ear Across Forehead, Ear to Ear over top of head, Temple to Temple around the back of the head, Nape of Neck
  - Hair Types: Human or Synthetic
  - Hair Colors: Black, Brown, Red, White, Blonde and Gray (Black/White)
  - Hair Length: Maximum 18 inches
  - Curl Pattern: Straight, Body Wave, Curly, Kinky, Braided
  - Hair Density: 85% - 200%
  - Cap Construction/Cap Type: Glueless Cap, Silicone molded
  - Lace Color: Undetectable
  - Lace Material:
  - To include signatures of the Veteran and Contractor
- B. All orders can be changed or canceled within 48 hours.
- C. The contractor shall accommodate exchanges and returns of cranial prosthesis that have not been cut, tampered or altered within 5 days of delivery and acceptance



## DC WIG Statement of Work

- D. VA shall require the contractor to deliver items ordered under this contract no later than 30 calendar days after acceptance of a purchase/delivery order. The contractor shall notify the VA, COR or designee and show cause in the event s/he is unable to deliver the required items in accordance with the Government's required delivery date. Failure by the contractor to provide a written notification within 5 calendar days as specified above constitutes acceptance of an order.
- E. The Contractor shall obtain a signature and date from the Veteran at time of delivery of the completed cranial prosthesis See Exhibit B. This record shall be kept in the patient file with no charges processed until delivery is made. At the time of delivery, a copy of this signed and dated form accompanying a copy of the charge that is made for the cranial prosthesis shall be mailed or emailed to the respective VA Medical Center Prosthetic & Sensory Aids Service. Refusals will be reported to the COR upon occurrence within 48 hours of attempted delivery.
- F. In the event the Government desires expedited delivery, the ordering representative shall verbally contact the contractor and inquire into the feasibility of obtaining this condition. The contractor shall respond within 24 hours to such request and expedited delivery shall be mutually agreed upon in writing. Any additional costs incurred by the contractor for meeting this requirement shall be negotiated in accordance with clause 52.212-4, Contract Terms and Conditions--Commercial Items. Failure by the contractor to deliver the ordered cranial prosthesis on an expedited basis, or otherwise fulfill the agreed upon requirements shall constitute an event of default, and the Contracting Officer shall undertake any action authorized pursuant to this solicitation, or otherwise in accordance with applicable statutes and regulations. **(Note: Expedited Delivery terms and conditions, when required, will be determined by the Contracting Officer on a case by case basis and stated in the individual task or delivery order).**
- G. Veteran beneficiaries will be measured, fitted, and accept delivery of their cranial prosthesis at the contractor's facility. Contractor's will not use the VA Medical Center(s) to perform any of the services listed in this contract. Doing so would violate terms and conditions of the contract and shall constitute default.
- H. The contractor warrants the cranial prosthesis provided against defective material and/or workmanship for a minimum of 90 calendar days from the date of acceptance. The contractor agrees to furnish without additional cost to the government, all labor and materials necessary to correct defects that were detected during the guarantee period. These conditions do not apply to adjustments incidental to the device adjustments required by physical change of the wearer, or where there is evidence of deliberate misuse or alteration by anyone other than the contractor.
- I. After 90 calendar days, any repairs needed to the cranial prosthesis will be determined by the Contractor within 5 business days of receipt of cranial prosthesis. If repairable, contractor fees incurred to make changes to the cranial prosthesis will be itemized and submitted to the VA Medical Center Prosthetic Representative, COR or designee for approval. Contractor must provide an estimated delivery time for repairs to the VA Medical Center. Repairs should be accomplished and cranial prosthesis delivered to the Veteran within 45 calendar days. The contractor shall notify the VA Prosthetic Representative, COR or designee and show cause in the event s/he is unable to deliver the required items in accordance with the Government's required delivery date.

## DC WIG Statement of Work

- J. The contractor shall immediately notify the VA Prosthetic Representative, COR or Contracting Officer in the event of a product recall, removal, required adjustment, or required modification that is suggested or mandated by the contractor, distributor, manufacturer, or any regulatory or official agency. The information that shall be included in this notification includes:
1. A complete item description, identification.
  2. Administrative identification data including contract number, order numbers, and order date.
  3. Reasons for recall, removal, adjustment, or modification.
  4. Instructions for appropriate corrective action.
- K. Payment shall be rendered for the cranial prosthesis that satisfactorily meets the prescription, the Veteran's satisfaction and the terms and conditions of the contract. Payment shall be delayed for any cranial prosthesis that does not meet one or more of the conditions as identified in Section 9. The Contractor shall correct all deficiencies within 15 calendar days of written notification from the COR or designee.

### 8. SERVICES NOT COVERED UNDER THIS CONTRACT

- A. Per VHA Cranial Prosthesis Policy PSAS can provide a wig to male and female Veterans who have alopecia, (hair loss or baldness) either primary or chemotherapy induced. Wigs can be synthetic or of natural hair. PSAS does not provide for the maintenance of the wig which includes cleaning, trimming, dying or otherwise coloring the hair. Because natural hair wigs and their maintenance are more expensive than synthetic hair wigs, Veterans should be advised of the additional expense. With proper maintenance and depending on the length of time worn, a wig may be used a lengthy amount of time. A wig should be replaced no more than once every 12 months.
- B. In the case of transgender Veterans, PSAS can provide a wig with the same parameters as noted above for maintenance and replacement frequency. For transgender women if the Veteran has significant hair loss and her medical provider documents the medical necessity of a female style wig to support her identity and treatment plan, PSAS can provide a wig. A wig is not provided if the Veteran has a full head of hair that can be styled as a female. For transgender men the hair can be cut and styled such to support the appearance of being male. If there is hair loss as noted above, a male hair style wig can be provided.
- C. Examples of services not covered include, but are not limited to:
- Laser Caps
  - Scalp Treatments
  - Hair color, cut and style
  - Non-commercial, experimental, or non-FDA approved treatments or products
  - Styling products

### 9. CONTRACT ADMINISTRATION

- A. The contracting officer is the only person authorized to approve changes or modify any of the requirements under this contract. The Contractor shall communicate with the

## **DC WIG Statement of Work**

Contracting Officer on all matters pertaining to contract administration. Only the Contracting Officer is authorized to make commitments or issue changes, which will affect price, quantity, or quality of performance of this contract. In the event the contractor effects any such change at the direction of any person other than the contracting officer, the change shall be considered to have been made without authority and no adjustment will be made in the contract price to cover any increase in costs incurred as a result thereof.

- B. Contractors Remittance Address: All payment by the Government to the Contractor will be made in accordance with Federal Acquisition Regulation (FAR) Clause 52.232-34, Payment by Electronic Funds Transfer – Other than Central Contractor Registration (31 U.S.C. 3332):

### **12. INVOICES**

- A. Invoices submitted for payment shall include the contract number, purchase/delivery order number, beneficiary's name; detail of work accomplished (itemized invoice). The mandatory and only method of payment will be the Government Purchase Card as prescribed by national directive and the Contractor must be capable of accepting it for payment. The contractor must be able to process at Level II using the appropriate field for the obligation number. If this involves additional machinery or computers, this will be at the contractor's expense. No advance payments shall be authorized. No charge shall be made until the cranial prosthesis is delivered to the Veteran and he/she has signed and dated a delivery acceptance form provided by the contractor. Each invoice must be submitted to the VA Medical Center Prosthetic and Sensory Aids Service (PSAS) within ten (10) days of prosthesis delivery to the Veteran. Both the signed delivery acceptance form and the order form will be submitted with the invoice. Payment of invoices may be delayed if the appropriate invoices and supporting documentation as specified in the contract are not completed and submitted as required.
- B. All VAs using Government Purchase Card/VISA, a credit card receipt with the invoice and signed acceptance receipt (see 9.B above) must still be forwarded to the appropriate VA facility as soon as the transaction has been completed in accordance with the guidelines and time frames in utilizing the Government Purchase/VISA Credit Card. A copy of the Veteran signed and dated form of delivery acceptance accompanying a copy of the charge that is made for the prosthesis shall be emailed to the prosthetic service at the Healthcare Center. (No 3<sup>rd</sup> party billing).
- C. Invoices shall be submitted within five (5) calendar days following the delivery and acceptance of the cranial prosthesis via mail, email, or faxed to the VA Medical Center. See below VA Prosthetic and Sensory Aids Service (PSAS) Address:

Washington DC VA Medical Center  
50 Irving Street, NW  
Washington, DC 20422

### **10. STATE BOARD(s) OF COSMETOLOGY**

- A. **The District of Columbia Board of Barber and Cosmetology regulates the practice of barbers, body artists, and cosmetologists, including specialty cosmetology practices such as braiding, electrolysis, esthetics, manicuring and others. The Board works**

diligently to raise the standards of practice, ensure quality service, establish accepted codes of ethical behavior, and protect the health, safety and welfare of the citizens and visitors of the District of Columbia by upholding the city's Barber and Cosmetology license law, which took effect on May 2001.

- B. The Maryland Board of Cosmetologists qualifies and licenses individuals seeking licensure and issues permits to business entities through which cosmetology is practiced. The Board also establishes health and safety standards for the operation of beauty salons and trade schools. We regulate the practice of cosmetology under the provisions of Business Occupations and Professions Article, Annotated Code of Maryland, Title 5 and the Code of Maryland Regulations, Title 9, Subtitle 22.**
- C. Any Contractor location closed (temporary or permanently), as a result of not being in compliance with the State Board of Cosmetology will not be able meet the requirements of the contract and as a result, be terminated for cause.**

## **11. SPECIAL CONTRACT REQUIREMENTS**

### **A. KEY PERSONNEL AND TEMPORARY EMERGENCY SUBSTITUTIONS:**

The Contractor shall assign to this contract the following key personnel: all individuals providing supplies and services to VA Beneficiaries and for whom information about education and training is required to be submitted as a part of the response to this solicitation including, but not necessarily limited to, those individuals who must meet the training requirements set forth in General Requirements section.

1. During the first ninety (90) days of performance, the Contractor shall make **NO** substitutions of key personnel unless the substitution is necessitated by illness, death, or termination of employment. The Contractor shall notify the Contracting Officer, in writing, within 15 calendar days after the occurrence of any of these events and provide the information required by paragraph (3) below. After the initial 90-day period of the contract, the Contractor shall submit the information required by paragraph (3) to the Contracting Officer at least 15 days prior to making any permanent substitutions.

2. The Contractor shall provide a detailed explanation of the circumstances necessitating the proposed substitutions, complete resumes for the proposed substitutes, and any additional information requested by the Contracting Officer. Proposed substitutes shall have comparable qualifications to those of the persons being replaced. The Contracting Officer will notify the Contractor within 15 calendar days after receipt of all required information of the decision on the proposed substitutes. The contract will be modified to reflect any approved changes of key personnel. If the VA does not agree with the proposed substitutes and their qualifications, then the VA will terminate the contract and the contractor will not get the minimum dollar amount.

3. For temporary substitutions where the key person will not be reporting to work for three (3) consecutive workdays or more, the Contractor will provide a qualified replacement for the key person. This substitute shall have comparable qualifications to the key person. Any period exceeding two weeks will require the procedure stated in paragraph (2) above. The Contractor will gage the probable impact to the services and provide analysis to the CO/COR.

### **B. HHS/OIG**

To ensure that the individuals providing services under the contract have not engaged in fraud or abuse regarding Sections 1128 and 1128A of the Social Security Act regarding federal health care programs, the contractor is required to check the Health and Human Services - Office of Inspector General (HHS/OIG), List of Excluded Individuals/Entities on the OIG Website

([www.hhs.gov/oig](http://www.hhs.gov/oig)) for each person providing services under this contract. Further the Contractor is required to certify in its proposal that all persons listed in the contractor's proposal have been compared against the OIG list and are NOT listed. During the performance of this contract the Contractor is prohibited from using any individual or business listed on the List of Excluded Individuals/Entities.

### **C. CONFIDENTIALITY OF PATIENT RECORDS**

1. The Contractor is a VA contractor and will assist in the provision of health care to patients seeking such care from or through VA. As such, the Contractor is considered as being part of the Department health care activity. Contractor is considered to be a VA contractor for purposes of the Privacy Act, Title 5 U.S.C. 552a. Further, for the purpose of VA records access and patient confidentiality, Contractor is considered to be a VA contractor for the following provisions: Title 38 U.S.C. 5701, 5705, and 7362. Therefore, Contractor may have access, as would other appropriate components of VA, to patient medical records including patient treatment records pertaining to drug and alcohol abuse, HIV, and sickle cell anemia, to the extent necessary to perform its contractual responsibilities. However, like other components of the Department, and notwithstanding any other provisions of the sharing agreement, the Contractor is restricted from making disclosures of VA records, or information contained in such records, to which it may have access, except to the extent that explicit disclosure authority from VA has been received. The Contractor is subject to the same penalties and liabilities for unauthorized disclosures of such records as VA.

2. The records referred to above shall be and remain the property of VA and shall not be removed or transferred from VA except in accordance with U.S.C. 552a (Privacy Act), 38 U.S.C. 5701 (Confidentiality of claimants records), 5 U.S.C. 552 (FOIA), 38 U.S.C. 5705 (Confidentiality of Medical Quality Assurance Records) 38 U.S.C. 7332 (Confidentiality of certain medical records) and federal laws, rules and regulations. Subject to applicable federal confidentiality or privacy laws, the Contractor, or their designated representatives, and designated representatives of federal regulatory agencies having jurisdiction over Contractor, may have access to VA's records, at VA's place of business on request during normal business hours, to inspect and review and make copies of such records.

## **12. INSURANCE REQUIREMENTS**

### **A. The Contractor agrees to procure and maintain, while the contract is in effect, Workers Compensation and Employee's Public Liability Insurance. (Discuss)**

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

2. General liability. (1) The Contracting Officer shall require bodily injury liability insurance coverage written on the comprehensive form of policy of at least the state required minimum per occurrence. (2) Property damage liability insurance shall be required only in circumstances as when work is done on the Government facility.

3. Before commencing work under this contract, the Contracting Officer shall require the Contractor to furnish certification from his/her insurance company indicating that the

coverage specified herein has been obtained and that it may not be changed or canceled without guaranteed thirty (30) days notice to the Contracting Officer in writing.

- B. The Government shall be held harmless against any or all loss, cost, damage, claim expense or liability whatsoever, because of accident or injury to persons or property of others occurring in the performance of this contract.**
- C. The Contractor shall be responsible for all damage to property, which may be done by him, or any employee engaged in the performance of this contract.**

### 13. HOURS OF OPERATION

- a. **Normal Work Hours.** The Contractor to provide all services within this requirement Monday through Friday from 9:00am until 5:00pm including weekends if desired; with the exception of authorized Federal Holidays. The contractor shall not be compensated any additional fees for utilizing these types of hours. Any delivery service performed during other than normal work hours must be approved in advance by the COR and be performed at no additional charge to the Government. Each facility will specify its delivery hours and complete address.
- b. **Holidays.** The Contractor is not required to provide delivery services on the following National Holidays nor shall the Contractor be paid for these holidays:

<u>Holiday</u>	<u>Date</u>	<u>Month</u>
New Year's Day	1	January
Martin Luther King's Birthday	Third Monday	January
President's Day	Third Monday	February
Memorial Day	Last Monday	May
Juneteenth National Independence Day	19	June
Independence Day	4	July
Labor Day	First Monday	September
Columbus Day	Second Monday	October
Veterans Day	11	November
Thanksgiving Day	Fourth Thursday	November
Christmas Day	25	December

When a National Holiday falls on a Sunday, the following Monday shall be observed as a National Holiday. When a National Holiday falls on a Saturday, the proceeding Friday is observed as a National Holiday by U.S. Government agencies. Also included, would be any other day, specifically declared by the President of the United States of America to be a National Holiday.

### 14. REQUIRED REGISTRATIONS

- A. **Required Registration with Contractor Performance Assessment Reporting System (CPARS):** As prescribed in Federal Acquisition Regulation (FAR) Part 42.15, the Department of Veterans Affairs (VA) evaluates contractor past performance on all contracts that exceed \$100,000 and shares those evaluations with other Federal Government contract specialists and procurement officials. The FAR requires that that the contractor is provided an opportunity to comment on past performance evaluations prior to each report closing. To fulfill this requirement, VA uses an online database, the Contractor Performance System

(CPS), which is maintained by the National Institutes of Health (NIH). The CPS database information is shared with the Past Performance Information Retrieval System (PPIRS) database, which is available to all Federal agencies.

You are required to register with the NIH CPS database at the following web address:

<https://cpscontractor.nih.gov>

Further, your registered representative data, as well as any other information in your registration data, must be kept current. Performance evaluations entered into CPARS by the contracting officer will be assigned to the contractor's registered representative for comment. Failure to comment and reassign the report back to the contracting officer, or to maintain current registration, will result in the Government's evaluation being entered in the database with a statement that you have failed to respond.

Help in registering can be obtained by contacting CPS Support E-mail ([cps-support-1@list.nih.gov](mailto:cps-support-1@list.nih.gov)) or by calling (301) 451-2771.

**System for Award Management (SAM):** Pursuant to FAR Clause 52.212-4, para (t), *System for Award Management (SAM)* after initial registration, the contractor is required to update registration data as changes occur and must re-register annually to ensure all data remains current. Noncompliance with this requirement will preclude the exercising of any option periods that may be included herein and will be cause for termination of the contract at such time noncompliance is discovered. Refer to cited Clause for more details.

<https://sam.gov/>

## 15. REPORTING

- A. Where a report is established herein and is required to be submitted by Contractor, reports will be VAMC-Specific and negative reports are required, if applicable. All reports are due to the COR as follows:
1. Daily – no later than 24 hours after notification of event
  2. Monthly – due to the COR no later than the 5th workday of the month following the previous month.
  3. Quarterly – due to the COR no later than the 15th of the month following the reporting quarter – reporting quarters are based on our fiscal year, October to December, January to March, therefore reports are due by January 15th, April 15th, etc. Annual – due to the COR no later than the 1st of October each year.

DAILY REPORTS (As Required)	
Report Description	Distribution
Invoices	COR/Designee
Delivery Packets  The Contractor should provide a signed statement of receipt and satisfaction by the VAMC beneficiary, detailed fitting information, and invoice to the COR.	COR/Designee

<p>Incident Report</p> <p>Contractors written policy for incident reporting in accordance with accreditation standards.</p>	COR/Designee
<p>Sentinel Events</p> <p>The contractor shall inform the COR within one business day of a sentinel event (as defined by JC standards) that occurs during the performance of this contract that involves VAMC beneficiaries.</p>	COR/Designee
<p>Patient Refusal</p> <p>Refusal of service - All beneficiaries have the right of refusal of service. In the event a beneficiary refuses service, the Contractor shall report the specifics of the refusal to the COR.</p>	COR/Designee
<b>MONTHLY REPORTS</b>	
<u>Report Description</u>	<u>Distribution</u>
<p>Appointment Schedule</p> <p>The veteran should account for all current and upcoming appointments and report no less than once a month.</p>	COR or designee
<p>Service Reports:</p> <p>For each patient visited during the billing period, a service report will be submitted to COR In conjunction with submitting the Invoices.</p>	COR or designee (with monthly Appointments)
<p>Report of patients exposed to communicable diseases by contracted staff.</p>	COR or designee
<b>QUARTERLY REPORTS</b>	
<u>Report Description</u>	<u>Distribution</u>
List of Service Locations	CO, COR
<p>Infection Control / Communicable Diseases</p> <p>Infection Control/Communicable Diseases – Report will include data related to the Contractor’s ongoing Infection Control Program and shall be submitted quarterly or as requested by the COR. (this report will be provided on an “as needed” basis.</p>	COR or designee



Performance Improvement  The contractor shall collect data on important processes and outcomes related to patient care and organizational functions	COR or designee and CO
<b>ANNUAL REPORTS</b>	
<u>Report Description</u>	<u>Distribution</u>
Certification of required training and current license verification	COR or designee
<b>REPORTS PROVIDED AS REQUESTED BY COR</b>	
<u>Report Description</u>	<u>Distribution</u>
Post-Emergency report	COR or designee

## 16. CONTRACTOR FACILITIES

Any and all contractor facility locations which are used in this contract shall be listed and included as part of the contractor's response to the solicitation. Throughout the duration of this contract, notification of any facilities added, changed or closed must immediately be conveyed to both the Contracting Officer and the COR. All sites are subject to site inspections without notification by the CO/COR.

## 17. SERVICE CONTRACT ACT WAGE DETERMINATION

All contractors must comply with the Service Contract Act Wage Determination. By submitting a quote/proposal, the offeror is confirming that the wages listed by the Department of Labor are being met. To access this information and confirm compliance, the offer must go to <http://www.wdol.gov/>. On the left side of the screen look under Service Contract Act and (1) select SCA WDs (2) on next screen, select your state and county from the drop-down boxes and click on continue (3) 1<sup>st</sup> question click on NO (4) second question click on NO (5) next screen scroll down to "12000 – Health Occupation" (6) find job that matches occupation. This will tell the offeror what the minimum wage that must be paid that employee to be eligible for contract award.

## 18. FAR 52.212-2 EVALUATION SECTIONS SOLICITATION SUBMISSION

When submitting the solicitation package both electronically and hard copy (printed or CD), the dividers in Exhibit 2 must be used at the beginning of each section of the Evaluation – Commercial Items, FAR 52.212-2. There is a divider for each question that that must be responded to in this clause. Response and all accompanying back-up papers must be in this "electronic file" folder divider format.

## 19. COMPLETION OF ALL FILL-INS IN THE SOLICITATION

Throughout this solicitation package, there are several fill-ins and check-boxes that must be completed. This solicitation has been designed to complete entirely electronically. To fill out all

required information, use the “Tab” key on your computer keyboard. This will jump the offeror to the next field that needs a response. Do not use the “Enter” key as that will not take the offeror to the next field and only changes the spacing of the formatting.

(End of Statement of Work)

## **B.4 IT CONTRACT SECURITY**

### **VA INFORMATION AND INFORMATION SYSTEM SECURITY/PRIVACY**

**NOTE: APPLICABLE SECTIONS: 1, 2, 6, 7, 8, and 9.**

#### **1. GENERAL**

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

#### **2. ACCESS TO VA INFORMATION AND VA INFORMATION SYSTEMS**

a. A contractor/subcontractor shall request logical (technical) or physical access to VA information and VA information systems for their employees, subcontractors, and affiliates only to the extent necessary to perform the services specified in the contract, agreement, or task order.

b. All contractors, subcontractors, and third-party servicers and associates working with VA information are subject to the same investigative requirements as those of VA appointees or employees who have access to the same types of information. The level and process of background security investigations for contractors must be in accordance with VA Directive and Handbook 0710, Personnel Suitability and Security Program. The Office for Operations, Security, and Preparedness is responsible for these policies and procedures.

c. Contract personnel who require access to national security programs must have a valid security clearance. National Industrial Security Program (NISP) was established by Executive Order 12829 to ensure that cleared U.S. defense industry contract personnel safeguard the classified information in their possession while performing work on contracts, programs, bids, or research and development efforts. The Department of Veterans Affairs does not have a Memorandum of Agreement with Defense Security Service (DSS). Verification of a Security Clearance must be processed through the Special Security Officer located in the Planning and National Security Service within the Office of Operations, Security, and Preparedness.

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

e. The contractor or subcontractor must notify the Contracting Officer immediately when an employee working on a VA system or with access to VA information is reassigned or leaves the contractor or subcontractor's employ. The Contracting Officer must also be notified immediately by the contractor or subcontractor prior to an unfriendly termination.

### 3. VA INFORMATION CUSTODIAL LANGUAGE

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

b. VA information should not be co-mingled, if possible, with any other data on the contractors/subcontractor's information systems or media storage systems in order to ensure VA requirements related to data protection and media sanitization can be met. If co-mingling must be allowed to meet the requirements of the business need, the contractor must ensure that VA's information is returned to the VA or destroyed in accordance with VA's sanitization requirements. VA reserves the right to conduct on-site inspections of contractor and subcontractor IT resources to ensure data security controls, separation of data and job duties, and destruction/media sanitization procedures are in compliance with VA directive requirements.

c. Prior to termination or completion of this contract, contractor/ subcontractor must not destroy information received from VA, or gathered/ created by the contractor in the course of performing this contract without prior written approval by the VA. Any data destruction done on behalf of VA by a contractor/subcontractor must be done in accordance with National Archives and Records Administration (NARA) requirements as outlined in VA Directive 6300, Records and Information Management and its Handbook 6300.1 Records Management Procedures, applicable VA Records Control Schedules, and VA Handbook 6500.1, Electronic Media Sanitization. Self-certification by the contractor that the data destruction requirements above have been met must be sent to the VA Contracting Officer within 30 days of termination of the contract.

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

e. The contractor/subcontractor shall not make copies of VA information except as authorized and necessary to perform the terms of the agreement or to preserve electronic information stored on contractor/subcontractor electronic storage media for restoration in case any electronic equipment or data used by the contractor/subcontractor needs to be restored to an operating state. If copies are made for restoration purposes, after the restoration is complete, the copies must be appropriately destroyed.

f. If VA determines that the contractor has violated any of the information confidentiality, privacy, and security provisions of the contract, it shall be sufficient grounds for VA to withhold

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

g. The contractor/subcontractor must store, transport, or transmit VA sensitive information in an encrypted form, using VA-approved encryption tools that are, at a minimum, FIPS 140-2 validated.

h. The contractor/subcontractor's firewall and Web services security controls, if applicable, shall meet or exceed VA's minimum requirements. VA Configuration Guidelines are available upon request.

i. Except for uses and disclosures of VA information authorized by this contract for performance of the contract, the contractor/subcontractor may use and disclose VA information only in two other situations: (i) in response to a qualifying order of a court of competent jurisdiction, or (ii) with VA's prior written approval. The contractor/subcontractor must refer all requests for, demands for production of, or inquiries about, VA information and information systems to the VA contracting officer for response.

j. Notwithstanding the provision above, the contractor/subcontractor shall not release VA records protected by Title 38 U.S.C. 5705, confidentiality of medical quality assurance records and/or Title 38 U.S.C. 7332, confidentiality of certain health records pertaining to drug addiction, sickle cell anemia, alcoholism or alcohol abuse, or infection with human immunodeficiency virus. If the contractor/subcontractor is in receipt of a court order or other requests for the above-mentioned information, that contractor/subcontractor shall immediately refer such court orders or other requests to the VA contracting officer for response.

k. For service that involves the storage, generating, transmitting, or exchanging of VA sensitive information but does not require C&A or an MOU-ISA for system interconnection, the contractor/subcontractor must complete a Contractor Security Control Assessment (CSCA) on a yearly basis and provide it to the COR.

#### **4. INFORMATION SYSTEM DESIGN AND DEVELOPMENT**

a. Information systems that are designed or developed for or on behalf of VA at non-VA facilities shall comply with all VA directives developed in accordance with FISMA, HIPAA, NIST, and related VA security and privacy control requirements for Federal information systems. This includes standards for the protection of electronic PHI, outlined in 45 C.F.R. Part 164, Subpart C, information and system security categorization level designations in accordance with FIPS 199 and FIPS 200 with implementation of all baseline security controls commensurate with the FIPS 199 system security categorization (reference Appendix D of VA Handbook 6500, VA Information Security Program). During the development cycle a Privacy Impact Assessment (PIA) must be completed, provided to the COR, and approved by the VA Privacy Service in accordance with Directive 6507, VA Privacy Impact Assessment.

b. The contractor/subcontractor shall certify to the COR that applications are fully functional and operate correctly as intended on systems using the VA Federal Desktop Core Configuration (FDCC), and the common security configuration guidelines provided by NIST or the VA. This includes Internet Explorer 7 configured to operate on Windows XP and Vista (in Protected Mode on Vista) and future versions, as required.

c. The standard installation, operation, maintenance, updating, and patching of software shall not alter the configuration settings from the VA approved and FDCC configuration. Information technology staff must also use the Windows Installer Service for installation to the default "program files" directory and silently install and uninstall.

d. Applications designed for normal end users shall run in the standard user context without elevated system administration privileges.

e. The security controls must be designed, developed, approved by VA, and implemented in accordance with the provisions of VA security system development life cycle as outlined in NIST Special Publication 800-37, Guide for Applying the Risk Management Framework to Federal Information Systems, VA Handbook 6500, Information Security Program and VA Handbook 6500.5, Incorporating Security and Privacy in System Development Lifecycle.

f. The contractor/subcontractor is required to design, develop, or operate a System of Records Notice (SOR) on individuals to accomplish an agency function subject to the Privacy Act of 1974, (as amended), Public Law 93-579, December 31, 1974 (5 U.S.C. 552a) and applicable agency regulations. Violation of the Privacy Act may involve the imposition of criminal and civil penalties.

g. The contractor/subcontractor agrees to:

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

(a) The Systems of Records (SOR); and

(b) The design, development, or operation work that the contractor/ subcontractor is to perform.

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

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

h. In the event of violations of the Act, a civil action may be brought against the agency involved when the violation concerns the design, development, or operation of a SOR on individuals to accomplish an agency function, and criminal penalties may be imposed upon the officers or employees of the agency when the violation concerns the operation of a SOR on individuals to accomplish an agency function. For purposes of the Act, when the contract is for the operation of a SOR on individuals to accomplish an agency function, the contractor/subcontractor is considered to be an employee of the agency.

(1) **"Operation of a System of Records"** means performance of any of the activities associated with maintaining the SOR, including the collection, use, maintenance, and dissemination of records.

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

(3) **"System of Records"** means a group of any records under the control of any agency from which information is retrieved by the name of the individual or by some identifying number, symbol, or other identifying particular assigned to the individual.

i. The vendor shall ensure the security of all procured or developed systems and technologies, including their subcomponents (hereinafter referred to as "Systems"), throughout the life of this contract and any extension, warranty, or maintenance periods. This includes, but is not limited to workarounds, patches, hotfixes, upgrades, and any physical components (hereafter referred to as Security Fixes) which may be necessary to fix all security vulnerabilities published or known to the vendor anywhere in the Systems, including Operating Systems and firmware. The vendor shall ensure that Security Fixes shall not negatively impact the Systems.

j. The vendor shall notify VA within 24 hours of the discovery or disclosure of successful exploits of the vulnerability which can compromise the security of the Systems (including the confidentiality or integrity of its data and operations, or the availability of the system). Such issues shall be remediated as quickly as is practical, but in no event longer than 14 days.

k. When the Security Fixes involve installing third party patches (such as Microsoft OS patches or Adobe Acrobat), the vendor will provide written notice to the VA that the patch has been validated as not affecting the Systems within 10 working days. When the vendor is responsible for operations or maintenance of the Systems, they shall apply the Security Fixes within 14 days.

l. All other vulnerabilities shall be remediated as specified in this paragraph in a timely manner based on risk, but within 60 days of discovery or disclosure. Exceptions to this paragraph (e.g. for the convenience of VA) shall only be granted with approval of the contracting officer and the VA Assistant Secretary for Office of Information and Technology.

## **5. INFORMATION SYSTEM HOSTING, OPERATION, MAINTENANCE, OR USE**

a. For information systems that are hosted, operated, maintained, or used on behalf of VA at non-VA facilities, contractors/subcontractors are fully responsible and accountable for ensuring compliance with all HIPAA, Privacy Act, FISMA, NIST, FIPS, and VA security and privacy directives and handbooks. This includes conducting compliant risk assessments, routine vulnerability scanning, system patching and change management procedures, and the completion of an acceptable contingency plan for each system. The contractor's security control procedures must be equivalent to those procedures used to secure VA systems. A Privacy Impact Assessment (PIA) must also be provided to the COR and approved by VA Privacy Service prior to operational approval. All external Internet connections to VA's network involving VA information must be reviewed and approved by VA prior to implementation.

b. Adequate security controls for collecting, processing, transmitting, and storing of Personally Identifiable Information (PII), as determined by the VA Privacy Service, must be in place, tested, and approved by VA prior to hosting, operation, maintenance, or use of the information system, or systems by or on behalf of VA. These security controls are to be assessed and stated within the PIA and if these controls are determined not to be in place, or inadequate, a Plan of Action and Milestones (POA&M) must be submitted and approved prior to the collection of PII.

c. Outsourcing (contractor facility, contractor equipment or contractor staff) of systems or network operations, telecommunications services, or other managed services requires certification and accreditation (authorization) (C&A) of the contractor's systems in accordance with VA Handbook 6500.3, Certification and Accreditation and/or the VA OCS Certification Program Office. Government- owned (government facility or government equipment) contractor-operated systems, third party or business partner networks require memorandums of understanding and interconnection agreements (MOU-ISA) which detail what data types are shared, who has access, and the appropriate level of security controls for all systems connected to VA networks.

d. The contractor/subcontractor's system must adhere to all FISMA, FIPS, and NIST standards related to the annual FISMA security controls assessment and review and update the PIA. Any deficiencies noted during this assessment must be provided to the VA contracting officer and the ISO for entry into VA's POA&M management process. The contractor/subcontractor must use VA's POA&M process to document planned remedial actions to address any deficiencies in information security policies, procedures, and practices, and the completion of those activities. Security deficiencies must be corrected within the timeframes approved by the government. Contractor/subcontractor procedures are subject to periodic, unannounced assessments by VA officials, including the VA Office of Inspector General. The physical security aspects associated with contractor/ subcontractor activities must also be subject to such assessments. If major changes to the system occur that may affect the privacy or security of the data or the system, the C&A of the system may need to be reviewed, retested and re- authorized per VA Handbook 6500.3. This may require reviewing and updating all of the documentation (PIA, System Security Plan, Contingency Plan). The Certification Program Office can provide guidance on whether a new C&A would be necessary.

e. The contractor/subcontractor must conduct an annual self-assessment on all systems and outsourced services as required. Both hard copy and electronic copies of the assessment must be provided to the COR. The government reserves the right to conduct such an assessment using government personnel or another contractor/subcontractor. The contractor/subcontractor must take appropriate and timely action (this can be specified in the contract) to correct or mitigate any weaknesses discovered during such testing, generally at no additional cost.

f. VA prohibits the installation and use of personally owned or contractor/ subcontractor-owned equipment or software on VA's network. If non-VA owned equipment must be used to fulfill the requirements of a contract, it must be stated in the service agreement, SOW or contract. All of the security controls required for government furnished equipment (GFE) must be utilized in approved other equipment (OE) and must be funded by the owner of the equipment. All remote systems must be equipped with, and use, a VA-approved antivirus (AV) software and a personal (host-based or enclave based) firewall that is configured with a VA-approved configuration. Software must be kept current, including all critical updates and patches. Owners of approved



OE are responsible for providing and maintaining the anti-viral software and the firewall on the non-VA owned OE.

g. All electronic storage media used on non-VA leased or non-VA owned IT equipment that is used to store, process, or access VA information must be handled in adherence with VA Handbook 6500.1, Electronic Media Sanitization upon: (i) completion or termination of the contract or (ii) disposal or return of the IT equipment by the contractor/subcontractor or any person acting on behalf of the contractor/subcontractor, whichever is earlier. Media (hard drives, optical disks, CDs, back-up tapes, etc.) used by the contractors/ subcontractors that contain VA information must be returned to the VA for sanitization or destruction or the contractor/subcontractor must self-certify that the media has been disposed of per 6500.1 requirements. This must be completed within 30 days of termination of the contract.

h. Bio-Medical devices and other equipment or systems containing media (hard drives, optical disks, etc.) with VA sensitive information must not be returned to the vendor at the end of lease, for trade-in, or other purposes. The options are:

(1) Vendor must accept the system without the drive.

(2) VA's initial medical device purchase includes a spare drive which must be installed in place of the original drive at time of turn-in; or

(3) VA must reimburse the company for media at a reasonable open market replacement cost at time of purchase.

(4) Due to the highly specialized and sometimes proprietary hardware and software associated with medical equipment/systems, if it is not possible for the VA to retain the hard drive, then.

(a) The equipment vendor must have an existing BAA if the device being traded in has sensitive information stored on it and hard drive(s) from the system are being returned physically intact; and

(b) Any fixed hard drive on the device must be non-destructively sanitized to the greatest extent possible without negatively impacting system operation. Selective clearing down to patient data folder level is recommended using VA approved and validated overwriting technologies/methods/tools. Applicable media sanitization specifications need to be pre-approved and described in the purchase order or contract.

(c) A statement needs to be signed by the Director (System Owner) that states that the drive could not be removed and that (a) and (b) controls above are in place and completed. The ISO needs to maintain the documentation.

## 6. SECURITY INCIDENT INVESTIGATION

a. The term "**security incident**" means an event that has, or could have, resulted in unauthorized access to, loss or damage to VA assets, or sensitive information, or an action that breaches VA security procedures. The contractor/ subcontractor shall immediately notify the COR and simultaneously, the designated ISO and Privacy Officer for the contract of any known

or suspected security/privacy incidents, or any unauthorized disclosure of sensitive information, including that contained in system(s) to which the contractor/ subcontractor has access.

b. To the extent known by the contractor/subcontractor, the contractor/ subcontractor's notice to VA shall identify the information involved, the circumstances surrounding the incident (including to whom, how, when, and where the VA information or assets were placed at risk or compromised), and any other information that the contractor/subcontractor considers relevant.

c. With respect to unsecured protected health information, the business associate is deemed to have discovered a data breach when the business associate knew or should have known of a breach of such information. Upon discovery, the business associate must notify the covered entity of the breach. Notifications need to be made in accordance with the executed business associate agreement.

d. In instances of theft or break-in or other criminal activity, the contractor/subcontractor must concurrently report the incident to the appropriate law enforcement entity (or entities) of jurisdiction, including the VA OIG and Security and Law Enforcement. The contractor, its employees, and its subcontractors and their employees shall cooperate with VA and any law enforcement authority responsible for the investigation and prosecution of any possible criminal law violation(s) associated with any incident. The contractor/subcontractor shall cooperate with VA in any civil litigation to recover VA information, obtain monetary or other compensation from a third party for damages arising from any incident, or obtain injunctive relief against any third party arising from, or related to, the incident.

## **7. LIQUIDATED DAMAGES FOR DATA BREACH**

a. Consistent with the requirements of 38 U.S.C. 5725, a contract may require access to sensitive personal information. If so, the contractor is liable to VA for liquidated damages in the event of a data breach or privacy incident involving any SPI the contractor/subcontractor processes or maintains under this contract. However, it is the policy of VA to forgo collection of liquidated damages in an amount determined to be adequate by the agency.

b. The contractor/subcontractor shall provide notice to VA of a "security incident" as set forth in the Security Incident Investigation section above. Upon such notification, VA must secure from a non-Department entity or the VA Office of Inspector General an independent risk analysis of the data breach to determine the level of risk associated with the data breach for the potential misuse of any sensitive personal information involved in the data breach. The term 'data breach' means the loss, theft, or other unauthorized access, or any access other than that incidental to the scope of employment, to data containing sensitive personal information, in electronic or printed form, that results in the potential compromise of the confidentiality or integrity of the data. Contractor shall fully cooperate with the entity performing the risk analysis. Failure to cooperate may be deemed a material breach and grounds for contract termination.

c. Each risk analysis shall address all relevant information concerning the data breach, including the following:

- (1) Nature of the event (loss, theft, unauthorized access).
- (2) Description of the event, including:

- (a) date of occurrence.
- (b) data elements involved, including any PII, such as full name, social security number, date of birth, home address, account number, disability code.
- (3) Number of individuals affected or potentially affected.
- (4) Names of individuals or groups affected or potentially affected.
- (5) Ease of logical data access to the lost, stolen or improperly accessed data in light of the degree of protection for the data, e.g., unencrypted, plain text.
- (6) Amount of time the data has been out of VA control.
- (7) The likelihood that the sensitive personal information will or has been compromised (made accessible to and usable by unauthorized persons)
- (8) Known misuses of data containing sensitive personal information, if any.
- (9) Assessment of the potential harm to the affected individuals.
- (10) Data breach analysis as outlined in 6500.2 Handbook, Management of Security and Privacy Incidents, as appropriate: and
- (11) Whether credit protection services may assist record subjects in avoiding or mitigating the results of identity theft based on the sensitive personal information that may have been compromised.

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

- (1) Notification.
- (2) One year of credit monitoring services consisting of automatic daily monitoring of at least 3 relevant credit bureau reports.
- (3) Data breach analysis.
- (4) Fraud resolution services, including writing dispute letters, initiating fraud alerts and credit freezes, to assist affected individuals to bring matters to resolution.
- (5) One year of identity theft insurance with \$20,000.00 coverage at \$0 deductible; and
- (6) Necessary legal expenses the subjects may incur to repair falsified or damaged credit records, histories, or financial affairs.

## **8. SECURITY CONTROLS COMPLIANCE TESTING**

On a periodic basis, VA, including the Office of Inspector General, reserves the right to evaluate any or all of the security controls and privacy practices implemented by the contractor under the clauses contained within the contract. With 10 working-days' notice, at the request of

the government, the contractor must fully cooperate and assist in a government-sponsored security controls assessment at each location wherein VA information is processed or stored, or information systems are developed, operated, maintained, or used on behalf of VA, including those initiated by the Office of Inspector General. The government may conduct a security control assessment on shorter notice (to include unannounced assessments) as determined by VA in the event of a security incident or at any other time.

## **9. TRAINING**

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

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

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

(3) Successfully complete the appropriate VA privacy training and annually complete required privacy training; and

(4) Successfully complete any additional cyber security or privacy training, as required for VA personnel with equivalent information system access.

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

c. Failure to complete the mandatory annual training and sign the Rules of Behavior annually, within the timeframe required, is grounds for suspension or termination of all physical or electronic access privileges and removal from work on the contract until such time as the training and documents are complete. The contractor will go to TMS website ([www.tms.va.gov](http://www.tms.va.gov)) to self-enroll for the following training. (2) Successfully complete the VA Privacy and Information Security Awareness and Rules of Behavior Training #10176 and Privacy and HIPAA Training #10203.

## B.5 CONTRACTOR'S RESPONSIBILITY- CONTRACTORS PERFORMANCE ASSESMENT REPORTING SYSTEM (CPARS)

Information Regarding Contractor Performance Assessment Reporting System (CPARS) – CONTRACTOR'S Responsibility.

This contract will require reporting by the Veterans Health Administration (VHA) in the Contractor Performance Assessment Reporting System (CPARS); therefore, at the time of award the contractor shall provide to the Contracting Officer a Point-of-Contract (POC) individual who will be responsible for managing reports within CPARS on this contract and will be assigned the role as "contractor representative" (CR) within CPARS.

CPARS is a Federal-agency wide system for the collection of Contractor Past Performance Information (PPI). Reporting PPI through CPARS is being implemented throughout VHA to be in compliance with the requirements of FAR Part 42 for documenting contractor performance assessments and evaluations.

PPI is relevant information for future source selection purposes regarding a contractor's actions under previously awarded contracts. It includes, for example, the contractor's record of conforming to contract requirements and to standards of good workmanship; the contractor's record of forecasting and controlling costs; the contractor's adherence to contract schedules, including the administrative aspects of performance; the contractor's history of reasonable and cooperative behavior and commitment to customer satisfaction; the contractor's record of integrity and business ethics, and, generally, the contractor's business-like concern for the interest of the customer. Reporting PPI through CPARS facilitates compliance with the requirements of Office of Federal Procurement Policy (OFPP) memorandum, "Improving the Collection and Use of Information about Contractor Performance and Integrity".

After award, the contractor's CR will receive an email notification that access to the contract has been given to them. The CR should ensure that their contact information is accurate in CPARS at <http://www.cpars.gov>. The Contracting Officer/Contracting Officer Representative will evaluate the contractor's performance throughout the life of the contract, generally every 365 days, and at the end of contract performance. The report shall, then, be assigned in CPARS to the contractor's designated CR for comment.

The contractor's CR will have up to 60 days to submit any comments and then re-assign the report to the VA Contracting Officer/contract specialist acting as the Assessing Official within CPARS. Failure to register and respond within the 60 days will result in the Government's evaluation being placed on file in the database with a statement that the contractor failed to respond. The contractor should note that the government's evaluation will appear in the Past Performance Information Retrieval System (PPIRS) on day 15 in a pending status if the CR has not commented by day 15. After the CR has either commented or failed to respond within 60 days, the evaluation will become final in PPIRS. It is the responsibility of the contractor to contact the contracting officer and request a change if, at any time, the contractor wishes to change the person assigned as the contractor representative on this contract.

In order to ensure the timely completion of contractor performance evaluations within the Contractor Performance Assessment Reporting System (CPARS), the following individuals are assigned these specific roles within the system:

**Assessing Official's Representative**– (person from the requiring activity responsible for writing the CPAR/report and rating the contractor's performance) Katrina Kearney;  
[Katrina.Kearney@va.gov](mailto:Katrina.Kearney@va.gov).

**Assessing Official** – (Contracting Officer/contract specialist responsible to act as a check and balance and review, sign, and send the CPAR/report to the Contractor Representative).  
Paschal L. Dawson, Contracting Officer; [Paschal.Dawson@va.gov](mailto:Paschal.Dawson@va.gov)

**Contractor Representative** – (person from the contractor's office with the responsibility of receiving, reviewing and/or commenting on the reports/assessments).

(First and last name):		
Phone:	Ext:	Fax:
Internet/Email Address:		

Training for all persons responsible for the preparation and review of performance assessments is available online at: <https://www.cpars.gov> by clicking on the tab "**Training**".

## SECTION C - CONTRACT CLAUSES

### C.1 52.212-4 CONTRACT TERMS AND CONDITIONS—COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (DEC 2022)

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

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

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

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

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

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

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

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

(g) *Invoice.*

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

(i) Name and address of the Contractor;

(ii) Invoice date and number;

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

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

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

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

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

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

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

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

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

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

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

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

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

(i) Payment.—



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

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

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

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

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

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

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

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

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

(D) Contractor point of contact.

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

(6) *Interest.*

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

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

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

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

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

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

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

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

(A) The date fixed under this contract.

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

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

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

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

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

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

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

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

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

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

(l) *Termination for the Government's convenience.* The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to

comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

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

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

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

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

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

(r) *Compliance with laws unique to Government contracts.* The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. chapter 37, Contract Work Hours and Safety Standards; 41 U.S.C. chapter 87, Kickbacks; 41 U.S.C. 4712 and 10 U.S.C. 4701 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. chapter 21 relating to procurement integrity.

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

(1) The schedule of supplies/services.

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

(3) The clause at 52.212-5.

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

(5) Solicitation provisions if this is a solicitation.

(6) Other paragraphs of this clause.

(7) The Standard Form 1449.

(8) Other documents, exhibits, and attachments

(9) The specification.

(t) [Reserved]

(u) *Unauthorized Obligations.*

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

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

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

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

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

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

(End of Clause)

## **C.2 52.216-18 ORDERING (AUG 2020)**

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from through .

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) A delivery order or task order is considered "issued" when—

- (1) If sent by mail (includes transmittal by U.S. mail or private delivery service), the Government deposits the order in the mail;
- (2) If sent by fax, the Government transmits the order to the Contractor's fax number; or
- (3) If sent electronically, the Government either—
  - (i) Posts a copy of the delivery order or task order to a Government document access system, and notice is sent to the Contractor; or
  - (ii) Distributes the delivery order or task order via email to the Contractor's email address.
- (d) Orders may be issued by methods other than those enumerated in this clause only if authorized in the contract.

(End of Clause)

### **C.3 52.216-19 ORDER LIMITATIONS (OCT 1995)**

- (a) *Minimum order.* When the Government requires supplies or services covered by this contract in an amount of less than \$2,500.00, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.
- (b) *Maximum order.* The Contractor is not obligated to honor—
  - (1) Any order for a single item in excess of \$2,500.00;
  - (2) Any order for a combination of items in excess of \$228,109.881; or
  - (3) A series of orders from the same ordering office within 14 days that together call for quantities exceeding the limitation in paragraph (b)(1) or (2) of this section.
- (c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.
- (d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of Clause)

### **C.4 52.216-22 INDEFINITE QUANTITY (OCT 1995)**

- (a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; *provided*, that the Contractor shall not be required to make any deliveries under this contract after .

(End of Clause)

#### **C.5 52.216-32 TASK-ORDER AND DELIVERY-ORDER OMBUDSMAN (SEP 2019)**

(a) In accordance with 41 U.S.C. 4106(g), the Agency has designated the following task-order and delivery-order Ombudsman for this contract. The Ombudsman must review complaints from the Contractor concerning all task-order and delivery-order actions for this contract and ensure the Contractor is afforded a fair opportunity for consideration in the award of orders, consistent with the procedures in the contract.

(b) Consulting an ombudsman does not alter or postpone the timeline for any other process (e.g., protests).

(c) Before consulting with the Ombudsman, the Contractor is encouraged to first address complaints with the Contracting Officer for resolution. When requested by the Contractor, the Ombudsman may keep the identity of the concerned party or entity confidential, unless prohibited by law or agency procedure.

(End of Clause)

#### **C.6 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)**

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 30 days.

(End of Clause)

## **C.7 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)**

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

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

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed one (1) year.

(End of Clause)

## **C.8 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)**

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

<b><u>FAR/VAAR Number</u></b>	<b><u>Title</u></b>	<b><u>Date</u></b>
52.203-17	CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLERBLOWER RIGHTS	JUN 2020
52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON POSTCONSUMER FIBER CONTENT PAPER	MAY 2011
52.204-13	SYSTEM FOR AWARD MANAGEMENT MAINTENANCE	OCT 2018
52.204-18	COMMERCIAL AND GOVERNMENT ENTITY CODE MAINTENANCE	AUG 2020
52.217-8	OPTION TO EXTEND SERVICES	NOV 1999
52.232-40	PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS	MAR 2023
852.203-70	COMMERCIAL ADVERTISING	MAY 2018

<http://www.acquisition.gov/far/index.html> (FAR) and  
<http://www.va.gov/oal/library/vaar/index.asp> (VAAR)

(End of Clause)

## **C.9 VAAR 852.201-70 CONTRACTING OFFICER'S REPRESENTATIVE (DEC 2022)**

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

(End of Clause)

**C.10 VAAR 852.208-70 SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS EVALUATION FACTORS-ORDERS OR BPAs (JAN 2023) (DEVIATION)**

(a) In an effort to increase contracting opportunities for Veterans, depending on the evaluation factors included in the solicitation, VA will evaluate responses received based on the schedule Contractor's certified service-disabled veteran-owned small business/veteran-owned small business (SDVOSB/VOSB) status; and/or their proposed use of certified SDVOSB/VOSB listed in the SBA certification database on the SB Veteran Small Business Certification Program portal at <https://veterans.certify.sba.gov/> (see 13 CFR 128) as subcontractors or teaming partners.

(b) To receive credit under this clause a contractor or subcontractor must be listed, at time of submission of offer/quotes and at time of award, as a certified SDVOSB/VOSB in the SBA certification database on the SBA Veteran Small Business Certification Program portal at <https://veterans.certify.sba.gov/> (see 13 CFR 128) and be otherwise eligible in accordance with SBA size standards for the acquisition and limitations on subcontracting requirements set forth in SBA regulations (see 13 CFR 121, 125 and 128).

(c) A certified SDVOSB listed in the SBA certification database schedule holder will receive full credit, and a certified VOSB listed in the SBA certification database schedule holder will receive partial credit for the SDVOSB/VOSB status evaluation factor.

(d) Offerors other than SDVOSBs or VOSBs proposing to use certified SDVOSBs/VOSBs listed in the SBA certification database as subcontractors/teaming partners, will receive some consideration under this evaluation factor. To receive consideration, offerors must provide in their proposals:

(1) The name(s) and contact information of the certified SDVOSB(s)/VOSB(s) listed in the SBA certification database with whom they intend to team or subcontract.

(2) A brief description of the proposed team or subcontractor(s) arrangement.

(3) The approximate dollar value of the proposed teaming arrangements or subcontract(s).

(4) Evidence of teaming partner/subcontractor's listing in the SBA certification database.

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

(End of clause)



## **C.11 VAAR 852.208-71 SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS EVALUATION FACTOR COMMITMENTS-ORDERS OR BPAs (JAN 2023) (DEVIATION)**

(a) The Contractor agrees, if selected on the basis of having certified service-disabled veteran-owned small business (SDVOSB) or veteran-owned small business (VOSB) status (see 13 CFR 128), to comply with the eligibility requirements in subpart 819.70, including the limitation on subcontracting requirements at 13 CFR 125.6.

(b) The Contractor agrees, if selected for award on the basis of teaming/ subcontracting in accordance with 852.208-70, Service-Disabled Veteran-Owned and Veteran-Owned Small Business Evaluation Factors—Orders and BPAs, to use the evaluated firm(s) as proposed or if approved by contracting officer to substitute one or more certified SDVOSB/VOSB listed in the SBA certification database for work of the same or similar value.

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

(End of clause)

## **C.12 VAAR 852.211-76 LIQUIDATED DAMAGES – REIMBURSEMENT FOR DATA BREACH COSTS (FEB 2023) ALTERNATE I (FEB 2023)**

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

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

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

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

(c) *Liquidated damages.* If the Contractor or any of its agents fails to protect VA sensitive personal information or otherwise engages in conduct which results in a data breach, the Contractor shall, in place of actual damages, pay to the Government liquidated damages of [\$37.50] per affected individual in order to cover costs related to the notification, data breach analysis and credit monitoring. In the event the Contractor provides payment of actual damages in an amount determined to be adequate by the Contracting Officer, the Contracting Officer may forgo collection of liquidated damages.

(d) *Purpose of liquidated damages.* Based on the results from VA's determination that there was a data breach caused by Contractor's or any of its agents' failure to protect or otherwise engaging in conduct to cause a data breach of VA sensitive personal information, and as directed by the Contracting Officer, the Contractor shall be responsible for paying to the VA liquidated damages in the amount of \$37.50 per affected individual to cover the cost of the following:

- (1) Notification related costs.
- (2) Credit monitoring reports.
- (3) Data breach analysis and impact.
- (4) Fraud alerts.
- (5) Identity theft insurance.

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

(End of Clause)

### **C.13 VAAR 852.219-73 VA NOTICE OF TOTAL SET-ASIDE FOR CERTIFIED SERVICE-DISABLED VETERAN OWNED SMALL BUSINESSES (JAN 2023) (DEVIATION)**

(a) *Definition.* For the Department of Veterans Affairs, “*Service-disabled Veteran-owned small business concern or SDVOSB*”:

(1) Means a small business concern—

(i) Not less than 51 percent of which is owned by one or more service-disabled Veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled Veterans or eligible surviving spouses (see VAAR 802.101, Surviving Spouse definition);

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

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

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

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

(2) The term "Service-disabled Veteran" means a Veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

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

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

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

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

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

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

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

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

(d) *Agreement/LOS certification.* When awarded a contract action, including orders under multiple-award contracts, an SDVOSB agrees that in the performance of the contract, the SDVOSB shall comply with requirements in VAAR subpart 819.70 and SBA regulations on small

business size, and government contracting programs at 13 CFR part 121 and part 125, including the non-manufacturer rule and limitations on subcontracting (LOS) requirements in 13 CFR 121.406(b) and 13 CFR 125.6. For the purpose of limitations on subcontracting, only certified SDVOSBs listed in the SBA certification database (including independent contractors) shall be considered eligible and/or “similarly situated” (i.e., a firm that has the same small business program status as the prime contractor). An otherwise eligible firm further agrees to comply with the required (LOS) certification requirements in this solicitation (see 852.219-75 or 852.219-76 as applicable). These requirements are summarized as follows:

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

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

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

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

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

(5) *Subcontracting*. An SDVOSB subcontractor must meet the NAICS size standard assigned by the prime contractor and be certified and listed in the SBA certification database to count as similarly situated. Any work that a first tier VIP-listed SDVOSB subcontractor further subcontracts will count towards the percent of subcontract amount that cannot be exceeded. For supply or construction contracts, the cost of materials is excluded and not considered to be

subcontracted. When a contract includes both services and supplies, the 50 percent limitation shall apply only to the portion of the contract with the preponderance of the expenditure upon which the assigned NAICS is based. For information and more specific requirements, refer to 13 CFR 125.6.

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

[Contracting Officer check as appropriate.]

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

\_\_\_\_\_ By the end of the performance period for each order issued under the contract.

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

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

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

(End of clause)

## **C.14 VAAR 852.237-74 NON-DISCRIMINATION IN SERVICE DELIVERY. (OCT 2019)**

As prescribed in 837.110-70(a), the Contracting Officer shall insert the following clause in solicitations and contracts:

### **Non-Discrimination in Service Delivery (OCT 2019)**

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

the specified program and services. Accordingly, the Contractor shall ensure that each of its employees, and any subcontractor staff, is made aware of, understands, and complies with this policy.

(End of clause)

### **C.15 VAAR 852.237-75 KEY PERSONNEL (OCT 2019)**

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

(End of Clause)

### **C.16 VAAR 852.242-71 ADMINISTRATIVE CONTRACTING OFFICER (OCT 2020)**

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

(End of Clause)

### **C.17 SUPPLEMENTAL INSURANCE REQUIREMENTS**

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

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

(b) General Liability: \$500,000.00 per occurrences.

(c) Automobile liability: \$200,000.00 per person; \$500,000.00 per occurrence and \$20,000.00 property damage.

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

(End of Clause)

## **C.18 MANDATORY WRITTEN DISCLOSURES**

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

## **C.19 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS—COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (JUN 2023)**

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

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

(2) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (Nov 2021) (Section 1634 of Pub. L. 115-91).

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

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

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

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

(7) 52.233-4, Applicable Law for Breach of Contract Claim (Oct 2004) (Public Laws 108-77 and 108-78 ( 19 U.S.C. 3805 note)).

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

\_X\_ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Jun 2020), with Alternate I (Nov 2021) ( 41 U.S.C. 4704 and 10 U.S.C. 4655).

\_\_ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (Nov 2021) ( 41 U.S.C. 3509)).

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

\_\_ (4) 52.204-10, 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).

\_X\_ (8) 52.204-27, Prohibition on a ByteDance Covered Application (Jun 2023) (Section 102 of Division R of Pub. L. 117-328).

\_X\_ (9) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Nov 2021) ( 31 U.S.C. 6101 note).

\_X\_ (10) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (Oct 2018) ( 41 U.S.C. 2313).

\_\_ (11) [Reserved].

\_\_ (12) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (Oct 2022) ( 15 U.S.C. 657a).

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

\_\_ (14) [Reserved]

\_\_ (15) (i) 52.219-6, Notice of Total Small Business Set-Aside (Nov 2020) ( 15 U.S.C. 644).

\_\_ (ii) Alternate I (Mar 2020) of 52.219-6.

\_\_ (16) (i) 52.219-7, Notice of Partial Small Business Set-Aside (Nov 2020) ( 15 U.S.C. 644).

\_\_ (ii) Alternate I (Mar 2020) of 52.219-7.

\_X\_ (17) 52.219-8, Utilization of Small Business Concerns (Oct 2022) ( 15 U.S.C. 637(d)(2) and (3)).

\_\_ (18) (i) 52.219-9, Small Business Subcontracting Plan (Oct 2022) ( 15 U.S.C. 637(d)(4)).



\_\_\_ (ii) Alternate I (Nov 2016) of 52.219-9.

\_\_\_ (iii) Alternate II (Nov 2016) of 52.219-9.

\_\_\_ (iv) Alternate III (Jun 2020) of 52.219-9.

\_\_\_ (v) Alternate IV (Sep 2021) of 52.219-9.

\_\_\_ (19) (i) 52.219-13, Notice of Set-Aside of Orders (Mar 2020) ( 15 U.S.C. 644(r)).

\_X\_ (ii) Alternate I (Mar 2020) of 52.219-13.

\_\_\_ (20) 52.219-14, Limitations on Subcontracting (Oct 2022) ( 15 U.S.C. 637s).

\_\_\_ (21) 52.219-16, Liquidated Damages—Subcontracting Plan (Sep 2021) ( 15 U.S.C. 637(d)(4)(F)(i)).

\_\_\_ (22) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (Oct 2022) ( 15 U.S.C. 657f).

\_X\_ (23) (i) 52.219-28, Post Award Small Business Program Representation (Mar 2023)( 15 U.S.C. 632(a)(2)).

\_\_\_ (ii) Alternate I (Mar 2020) of 52.219-28.

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

\_\_\_ (25) 52.219-30, Notice of Set-Aside for, or Sole-Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (Oct 2022) ( 15 U.S.C. 637(m)).

\_\_\_ (26) 52.219-32, Orders Issued Directly Under Small Business Reserves (Mar 2020) ( 15 U.S.C. 644(r)).

\_\_\_ (27) 52.219-33, Nonmanufacturer Rule (Sep 2021) ( 15U.S.C. 637(a)(17)).

\_X\_ (28) 52.222-3, Convict Labor (Jun 2003) (E.O.11755).

\_\_\_ (29) 52.222-19, Child Labor-Cooperation with Authorities and Remedies (Dec 2022) (E.O.13126).

\_X\_ (30) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).

\_X\_ (31) (i) 52.222-26, Equal Opportunity (Sep 2016) (E.O.11246).

\_\_\_ (ii) Alternate I (Feb 1999) of 52.222-26.

\_X\_ (32) (i) 52.222-35, Equal Opportunity for Veterans (Jun 2020) ( 38 U.S.C. 4212).

\_\_\_ (ii) Alternate I (Jul 2014) of 52.222-35.

\_X\_ (33) (i) 52.222-36, Equal Opportunity for Workers with Disabilities (Jun 2020) ( 29 U.S.C. 793).

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

☒ (34) 52.222-37, Employment Reports on Veterans (Jun 2020) ( 38 U.S.C. 4212).

☒ (35) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).

☒ (36) (i) 52.222-50, Combating Trafficking in Persons (Nov 2021) ( 22 U.S.C. chapter 78 and E.O. 13627).

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

☒ (37) 52.222-54, Employment Eligibility Verification (May 2022) (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial products or commercial services as prescribed in FAR 22.1803.)

☐ (38) (i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA–Designated Items (May 2008) ( 42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

☐ (ii) Alternate I (May 2008) of 52.223-9 ( 42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

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

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

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

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

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

☐ (ii) Alternate I (Jun2014) of 52.223-14.

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

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

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

☒ (45) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (Jun 2020) (E.O. 13513).

☐ (46) 52.223-20, Aerosols (Jun 2016) (E.O. 13693).

☐ (47) 52.223-21, Foams (Jun2016) (E.O. 13693).

\_\_\_ (48) (i) 52.224-3 Privacy Training (Jan 2017) ( 5 U.S.C. 552 a).

\_\_\_ (ii) Alternate I (Jan 2017) of 52.224-3.

\_\_\_ (49) (i) 52.225-1, Buy American-Supplies (Oct 2022) ( 41 U.S.C. chapter 83).

\_\_\_ (ii) Alternate I (Oct 2022) of 52.225-1.

\_\_\_ (50) (i) 52.225-3, Buy American-Free Trade Agreements-Israeli Trade Act (Dec 2022) ( 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, 19 U.S.C. chapter 29 (sections 4501-4732), Public Law 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43.

\_\_\_ (ii) Alternate I [Reserved].

\_\_\_ (iii) Alternate II (Dec 2022) of 52.225-3.

\_\_\_ (iv) Alternate III (Jan 2021) of 52.225-3.

\_\_\_ (v) Alternate IV (Oct 2022) of 52.225-3.

\_\_\_ (51) 52.225-5, Trade Agreements (Dec 2022) ( 19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

\_X\_ (52) 52.225-13, Restrictions on Certain Foreign Purchases (Feb 2021) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

\_\_\_ (53) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. Subtitle A, Part V, Subpart G Note).

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

\_\_\_ (55) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov2007) ( 42 U.S.C. 5150).

\_X\_ (56) 52.229-12, Tax on Certain Foreign Procurements (Feb 2021).

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

\_\_\_ (58) 52.232-30, Installment Payments for Commercial Products and Commercial Services (Nov 2021) ( 41 U.S.C. 4505, 10 U.S.C. 3805).

\_X\_ (59) 52.232-33, Payment by Electronic Funds Transfer-System for Award Management (Oct2018) ( 31 U.S.C. 3332).

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

\_\_\_ (61) 52.232-36, Payment by Third Party (May 2014) ( 31 U.S.C. 3332).

\_\_\_ (62) 52.239-1, Privacy or Security Safeguards (Aug 1996) ( 5 U.S.C. 552a).

\_\_\_ (63) 52.242-5, Payments to Small Business Subcontractors (Jan 2017) ( 15 U.S.C. 637(d)(13)).

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

\_\_\_ (ii) Alternate I (Apr 2003) of 52.247-64.

\_\_\_ (iii) Alternate II (Nov 2021) of 52.247-64.

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

\_X\_ (1) 52.222-41, Service Contract Labor Standards (Aug 2018) ( 41 U.S.C. chapter 67).

\_X\_ (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).

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

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

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

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

\_X\_ (7) 52.222-55, Minimum Wages for Contractor Workers Under Executive Order 14026 (Jan 2022).

\_X\_ (8) 52.222-62, Paid Sick Leave Under Executive Order 13706 (Jan 2022) (E.O. 13706).

\_\_\_ (9) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (Jun 2020) ( 42 U.S.C. 1792).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, as defined in FAR 2.101, on the date of award of this contract, and does not contain the clause at 52.215-2, Audit and Records-Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) (1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1), in a subcontract for commercial products or commercial services. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause-

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (Nov 2021) ( 41 U.S.C. 3509).

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

(iii) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (Nov 2021) (Section 1634 of Pub. L. 115-91).

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

(v) 52.204-27, Prohibition on a ByteDance Covered Application (Jun 2023) (Section 102 of Division R of Pub. L. 117-328).

(vi) 52.219-8, Utilization of Small Business Concerns (Oct 2022) ( 15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds the applicable threshold specified in FAR 19.702(a) on the date of subcontract award, the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

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

(viii) 52.222-26, Equal Opportunity (Sep 2015) (E.O.11246).

(ix) 52.222-35, Equal Opportunity for Veterans (Jun 2020) ( 38 U.S.C. 4212).

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

(xi) 52.222-37, Employment Reports on Veterans (Jun 2020) ( 38 U.S.C. 4212).

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

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

(xiv) (A) 52.222-50, Combating Trafficking in Persons (Nov 2021) ( 22 U.S.C. chapter 78 and E.O 13627).

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

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

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

(xvii) 52.222-54, Employment Eligibility Verification (May 2022) (E.O. 12989)

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

(xix) 52.222-62, Paid Sick Leave Under Executive Order 13706 (Jan 2022) (E.O. 13706).

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

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

(xxi) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. Subtitle A, Part V, Subpart G Note).

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

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

(xxiv) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Nov 2021) ( 46 U.S.C. 55305 and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

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

(End of clause)

## **SECTION D - CONTRACT DOCUMENTS, EXHIBITS, OR ATTACHMENTS**

**D.1 QUALITY ASSURANCE SURVEILLANCE PLAN**

**D.2 CONTRACTOR CERTIFICATION: IMMIGRATION AND NATIONALITY ACT OF 1952, AS  
AMENDED**

**D.3 CONTRACTOR RULES OF BEHAVIOR**

**D.4 WAGE DETERMINATION 2015-4281 REVISION NO. 27**

## D.1 QUALITY ASSURANCE SURVEILLANCE PLAN

### 1. INTRODUCTION

This quality assurance surveillance plan (QASP) is pursuant to the requirements listed in the statement of work statement (SOW) entitled Department of Veterans Affairs (VA), Washington DC VA Medical Center (DC), Prosthetic and Sensory Aids Service (PSAS). This plan sets forth the procedures and guidelines, in which the Government will use in ensuring the required performance standards or services levels are achieved by the contractor.

#### 1.1 Purpose

The purpose of the QASP is to describe the systematic methods used to monitor performance and identify required documentation and resources to be employed. The QASP provides a means for evaluating whether the contractor is meeting the performance standards/quality levels identified in the SOW and the contractor's quality control plan (QCP), and ensure the government pays only for the level of services received.

This QASP defines the roles and responsibilities of all members, identifies the performance objectives, defines the methodologies used to monitor and evaluate the contractor's performance, describes quality assurance documentation requirements, and describes the analysis of quality assurance monitoring results.

This QASP is a "living document" and the Government may review and revise it on a regular basis. However, the Government shall coordinate changes with the contractor. Copies of the original QASP and revisions shall be provided to the contractor and Government officials implementing surveillance activities.

#### 1.2 Performance Management Approach

The SOW structures the acquisition around *what* service or quality level is required, as opposed to *how* the contractor should perform the work (i.e., results, not compliance). This QASP will define the performance management approach taken by the Contracting Officer (CO) or designee to monitor and manage the contractor's performance to ensure the expected outcomes or performance objectives communicated in the SOW are achieved. Performance management rests on developing a capability to review and analyze information generated through performance assessment. The ability to make decisions based on the analysis of performance data is the cornerstone of performance management; this analysis yields information that indicates whether expected outcomes for the project are being achieved by the contractor.

Performance management represents a significant shift from the more traditional quality assurance (QA) concepts in several ways. Performance management focuses on assessing whether outcomes are being achieved and to what extent. This approach migrates away from scrutiny of compliance with the processes and practices used to achieve the outcome. A performance-based approach enables the contractor to play a large role in how the work is performed, if the proposed processes are within the stated constraints. The only exceptions to process reviews are those required by law (federal, state, and local) and compelling business situations, such as safety and health. A "results" focus provides the contractor flexibility to



continuously improve and innovate over the course of the contract if the critical outcomes expected are being achieved and/or the desired performance levels are being met.

### **1.3 Performance Management Strategy**

The contractor is responsible for the quality of all work performed. The contractor measures that quality through the contractor's quality control (QC) program. QC is work output, not workers, and therefore includes all work performed under this contract regardless of whether the work is performed by contractor employees or subcontractors. The contractor's QCP will set forth the staffing and procedures for self-inspecting the quality, timeliness, responsiveness, customer satisfaction, and other performance requirements in the SOW. The contractor will develop and implement a performance management system with processes to assess and report its performance to the designated government representative. The contractor's QCP will also set forth the staffing and procedures for self-inspecting the quality, timeliness, responsiveness, customer satisfaction, and other performance requirements in the SOW. This QASP enables the government to take advantage of the contractor's QC program.

The government representative(s) will monitor performance and review performance reports furnished by the contractor to determine how the contractor is performing against communicated performance objectives. The government will make determinations regarding incentives based on performance measurement metric data and notify the contractor of those decisions. The contractor will be responsible for making required changes in processes and practices to ensure performance is managed effectively.

## **2. ROLES AND RESPONSIBILITIES**

### **2.1 The Contracting Officer (CO/KO)**

The CO shall ensure performance of all necessary actions for effective contracting, ensure compliance with the contract terms, and shall safeguard the interests of the United States in the contractual relationship. The CO shall also assure that the Contractor receives impartial, fair, and equitable treatment under this contract. The CO is ultimately responsible for the final determination of the adequacy of the Contractor's performance.

Assigned COR(s): TBD

Assigned CO: Aria Melville [aria.melville@va.gov](mailto:aria.melville@va.gov)

Administrative CO: Paschal Dawson [paschal.dawson@va.gov](mailto:paschal.dawson@va.gov)

### **2.2 The COR**

The COR is designated in writing by the CO to act as their authorized representative to assist in administering a contract. COR limitations are contained in the written appointment letter. The COR is responsible for technical administration of the project and ensures proper government surveillance of the contractor's performance. The COR is not empowered to make any contractual commitments or authorize any contractual changes on the government's behalf. Any changes the contractor deems may affect contract price, terms, or conditions must be referred to the CO for action. The COR will have the responsibility for completing QA monitoring forms used to document the inspection and evaluation of the contractor's work performance.

Government surveillance may occur under the inspection of services clause for any service relating to the contract.

Assigned COR(s):

Katrina Kearney, DC Chief of Prosthetics [Katrina.Kearney@va.gov](mailto:Katrina.Kearney@va.gov)

Bertha Jackson, DC Prosthetic Representative [Bertha.Jackson@va.gov](mailto:Bertha.Jackson@va.gov)

### 3. IDENTIFICATION OF REQUIRED PERFORMANCE STANDARDS/QUALITY LEVELS

The required performance standards and/or quality levels are included in the SOW. All deliverables shall meet the following QASP performance standards to the acceptable quality level. The Government shall perform surveillance to determine if the Contractor meets or does not meet these standards.

#### 3.1 Performance Requirements Summary

Task	STATEMENT OF WORK (SOW) SECTION REFERENCE	Indicator	Standard	Acceptable Quality Level	Method of Surveillance
New Prosthetic Cranial Prosthesis (Unit)	7.D	Delivery time requirement	New units should be delivered within 30 calendar days to patient from initial contact (initial contact as defined in the contract)	95% compliance	100% inspection
	5.A	Unit compliant with VA physician prescription	The unit should match the prescription from the prescribing VA physician	100% compliance	100% inspection
	7.H	Workmanship free of defect	Units fits appropriately, providing necessary	100% compliance	Direct observation and user survey

			functions and appearance free of defect		
	5.B	Patient education	Patient can demonstrate proper donning and doffing of unit to include wear and care of the device	100% compliance	Direct observation and user survey
	7.D	Patient acceptance	Units must be acceptable to patient in all aspects (cosmetically and functionally)	95% compliance	Patient Feedback/ user survey
<b>Cranial Prosthesis replacement or repair</b>	7.I	Delivery time requirement	Replacement or repair should be completed, and the unit must be delivered within 30 calendar days of government contact. (Initial contact as defined in the contract)	95% compliance	100% inspection
	5.A	Unit compliant with VA physician prescription	Replacement and repair should match the prescription from the prescribing	100% compliance	100% inspection

			VA physician		
	7.D	Patient acceptance	Units must be acceptable to patient in all aspects (cosmetically and functionally)	95% compliance	Patient Feedback/Subjective Report
	5.B	Patient education	Patient can demonstrate proper donning and doffing of unit to include wear and care of the device	100% compliance	Direct observation and user survey

#### 4. METHODOLOGIES TO MONITOR PERFORMANCE

##### 4.1 Surveillance Techniques

To minimize the performance management burden, simplified surveillance methods shall be used by the government to evaluate contractor performance when appropriate. The primary methods of surveillance are:

*Random Monitoring, which shall be performed by the COR designated inspector*

*100 Percent Inspection – Each quarter, the COR shall review the generated documentation and enter summary results into the Surveillance Activity Checklist*

*Periodic Inspection – the COR will conduct a site inspection a minimum of once per annual contract year, this inspection may be completed without prior notice.*

*Periodic Sampling – Variation of random sampling. Sample is only taken when a problem/deficiency is suspected. Sample results are applicable only for the specific work inspected. Since sample is not entire random, it cannot be applied to total activity performance.*

*Validated User/Customer Complaints – The CO/COR will investigate and validate patient identified deficiencies.*

##### 4.2 Acceptable Quality Levels

The Acceptable Quality Levels (AQLs) included in Section 3.1 for contractor performance are structured to allow the contractor to manage how the work is performed while providing negative incentives for performance shortfalls. For certain critical activities, such as those indicated the

desired performance level is established at 100 percent. Other levels of performance are key to the relative importance of the task to the overall mission performance at PSAS.

#### **4.3 Acceptable Performance**

The Government shall document positive and/or negative performance. Any report may become a part of the supporting documentation for any contractual action and preparing annual past performance using Contractor Performance Assessment Report (CPARS).

#### **4.4 Unacceptable Performance**

If contractor performance does not meet the AQLs, the CO shall inform the contractor. This will normally be in writing unless circumstances necessitate verbal communication. In any case the CO shall document the discussion and place it in the contract file. When the COR and the CO determines formal written communication is required, the COR shall prepare a Contract Report (CR), and present it to the CO. The CO will in turn review and will present to the contractor's program manager for corrective action.

The contractor shall acknowledge receipt of the CR in writing. The CR will specify if the contractor is required to prepare a corrective action plan to document how the contractor shall correct the unacceptable performance and avoid a recurrence. The CR will also state how long after receipt the contractor has to present this corrective action plan to the CO. The Government shall review the contractor's corrective action plan to determine acceptability. The CO shall also assure that the contractor receives impartial, fair, and equitable treatment. The CO is ultimately responsible for the final determination of the adequacy of the contractor's performance and the acceptability of the Contractor's corrective action plan.

Any CRs may become part of the supporting documentation for any contractual action deemed necessary by the CO.

#### **4.5 Customer Feedback**

The contractor is expected to establish and maintain professional communication between its employees and customers. The primary objective of this communication is customer satisfaction. Customer satisfaction is the most significant external indicator of the success and effectiveness of all services provided and can be measured through customer complaints.

Performance management drives the contractor to be customer focused through initially and internally addressing customer complaints and investigating the issues and/or problems, but the customer always has the option to communicate complaints to the CO or COR, as opposed to the contractor.

Customer complaints, to be considered valid, must set forth clearly and in writing the detailed nature of the complaint, must be signed, and must be forwarded to the COR. The COR will accept those customer complaints and investigate.

Customer feedback may also be obtained either from the results of formal customer satisfaction surveys or from random customer complaints.

### **5. QUALITY ASSURANCE DOCUMENTATION**

## 6.4 The Performance Management Feedback Loop

The performance management feedback loop begins with the communication of expected outcomes. Performance standards are expressed in the SOW and assessed using the performance monitoring techniques stated in Section 4.1.

## 6.5 Monitoring Forms

The government's QA surveillance, accomplished by the CO/COR, will be reported using the monitoring form in Enclosure 1. The forms, when completed, will document the government's assessment of the contractor's performance under the contract to ensure the required results are being achieved. The following ratings shall be used:

EXCEPTIONAL:	<p>Performance meets contractual requirements and exceeds many to the Government's benefit. The contractual performance of the element or sub-element being assessed was accomplished with few minor problems for which corrective actions taken by the contractor were highly effective.</p> <p><i>Note: To justify an Exceptional rating, you should identify <u>multiple</u> significant events in each category and state how it was a benefit to the GOVERNMENT. However, a singular event could be of such magnitude that it alone constitutes an Exceptional rating. Also, there should have been NO significant weaknesses</i></p>
VERY GOOD:	<p>Performance meets contractual requirements and exceeds some to the Government's benefit. The contractual performance of the element or sub-element being assessed was accomplished with some minor problems for which corrective actions taken by the contractor were effective.</p> <p><i>Note: To justify a Very Good rating, you should identify a significant event in each category and state how it was a benefit to the Government. Also, there</i></p>
SATISFACTORY:	<p>Performance meets contractual requirements. The contractual performance of the element or sub-element contains some minor problems for which corrective actions taken by the contractor appear or were satisfactory.</p> <p><i>Note: To justify a Satisfactory rating, there should have been only minor problems, or</i></p> <p><i>Major problems the contractor recovered from without impact to the contract.</i></p>
MARGINAL:	<p>Performance does not meet some contractual requirements. The contractual performance of the element or sub-element being assessed reflects a serious problem for which the contractor has not yet identified corrective actions. The contractor's proposed actions appear only marginally effective or were not fully implemented.</p> <p><i>Note: To justify Marginal performance, you should identify a significant event in each category that the contractor had trouble overcoming and state how it impacted the Government. A Marginal rating should be supported by referencing the management tool that notified the contractor of the contractual</i></p>

UNSATISFACTORY:	<p>Performance does not meet most contractual requirements and recovery is not likely in a timely manner. The contractual performance of the element or sub-element being assessed contains serious problem(s) for which the contractor's corrective actions appear or were ineffective.</p> <p><i>Note: To justify an Unsatisfactory rating, you should identify multiple significant events in each category that the contractor had trouble overcoming and state how it impacted the GOVERNMENT. However, a singular problem could be of such serious magnitude that it alone constitutes an unsatisfactory rating. An Unsatisfactory rating should be supported by referencing the management tools</i></p>
-----------------	---

The CO/COR will retain a copy of all completed QA surveillance forms.

## 6. ANALYSIS OF QUALITY ASSURANCE ASSESSMENT

### 6.1 Determining Performance

The government shall use the monitoring methods cited to determine whether the performance standards/service levels/AQLs have been met. If the contractor has not met the minimum requirements, it may be asked to develop a corrective action plan to show how and by what date it intends to bring performance up to the required levels.

### 6.2 Reporting

#### Frequency of Measurement

During contract performance, the COR or their designee will periodically analyze whether the neglected frequency or surveillance is appropriate for the work being performed.

#### Frequency of Performance Assessment Meetings

The COR or their designee shall meet with the contractor quarterly to assess performance and shall provide a written assessment.

### 6.3 Reviews and Resolution

The CO/COR may require the contractor's designated representative to meet with the CO/COR and other government personnel as deemed necessary to discuss the performance evaluation. The CO/COR will define a frequency of in-depth reviews with the contractor, including appropriate self-assessments by the contractor; however, if the need arises, the contractor will meet with the CO/COR as often as required or per the contractor's request. The agenda of the reviews may include:

- Monthly performance assessment data and trend analysis
- Issues and concerns of both parties
- Projected outlook for upcoming months and progress against expected trends, including a corrective action plan analysis.

### 6.6 Recommendations for improved efficiency and/or effectiveness

The QAR must coordinate and communicate with the contractor to resolve issues and concerns regarding marginal or unacceptable performance.

The CO/COR and contractor should jointly formulate tactical and long-term courses of action. Decisions regarding changes to metrics, thresholds, or service levels should be clearly documented. Changes to service levels, procedures, and metrics will be incorporated as a contract modification at the convenience of the procuring CO (PCO) or ACO.

(End of QASP)



## **D.2 CONTRACTOR CERTIFICATION: IMMIGRATION AND NATIONALITY ACT OF 1952, AS AMENDED**

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

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

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

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

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

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

Typed Name and Title: \_\_\_\_\_

Company Name: \_\_\_\_\_

\_\_\_\_\_

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

### D.3 CONTRACTOR RULES OF BEHAVIOR

March 12, 2010

VA HANDBOOK 6500.6  
APPENDIX D

#### CONTRACTOR RULES OF BEHAVIOR

This User Agreement contains rights and authorizations regarding my access to and use of any information assets or resources associated with my performance of services under the contract terms with the Department of Veterans Affairs (VA). This User Agreement covers my access to all VA data whether electronic or hard copy ("Data"), VA information systems and resources ("Systems"), and VA sites ("Sites"). This User Agreement incorporates Rules of Behavior for using VA, and other information systems and resources under the contract.

#### 1. GENERAL TERMS AND CONDITIONS FOR ALL ACTIONS AND ACTIVITIES UNDER THE CONTRACT:

a. I understand and agree that I have no reasonable expectation of privacy in accessing or using any VA, or other Federal Government information systems.

b. I consent to reviews and actions by the Office of Information & Technology (OI&T) staff designated and authorized by the VA Chief Information Officer (CIO) and to the VA OIG regarding my access to and use of any information assets or resources associated with my performance of services under the contract terms with the VA. These actions may include monitoring, recording, copying, inspecting, restricting access, blocking, tracking, and disclosing to all authorized OI&T, VA, and law enforcement personnel as directed by the VA CIO without my prior consent or notification.

c. I consent to reviews and actions by authorized VA systems administrators and Information Security Officers solely for protection of the VA infrastructure, including, but not limited to monitoring, recording, auditing, inspecting, investigating, restricting access, blocking, tracking, disclosing to authorized personnel, or any other authorized actions by all authorized OI&T, VA, and law enforcement personnel.

d. I understand and accept that unauthorized attempts or acts to access, upload, change, or delete information on Federal Government systems; modify Federal government systems; deny access to Federal government systems; accrue resources for unauthorized use on Federal government systems; or otherwise misuse Federal government systems or resources are prohibited.

e. I understand that such unauthorized attempts or acts are subject to action that may result in criminal, civil, or administrative penalties. This includes penalties for violations of Federal laws including, but not limited to, 18 U.S.C. §1030 (fraud and related activity in connection with computers) and 18 U.S.C. §2701 (unlawful access to stored communications).

f. I agree that OI&T staff, in the course of obtaining access to information or systems on my behalf for performance under the contract, may provide information about me including, but not limited to, appropriate unique personal identifiers such as date of birth and social security number to other system administrators, Information Security Officers (ISOs), or other authorized staff without further notifying me or obtaining additional written or verbal permission from me.

g. I understand I must comply with VA's security and data privacy directives and handbooks. I understand that copies of those directives and handbooks can be obtained from the Contracting Officer's Technical Representative (COTR). If the contractor believes the policies and guidance

D-1

Initials

Date

March 12, 2010

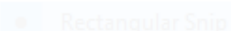
VA HANDBOOK 6500.6

APPENDIX D

provided by the COTR is a material unilateral change to the contract, the contractor must elevate such concerns to the Contracting Officer for resolution.

h. I will report suspected or identified information security/privacy incidents to the COTR and to the local ISO or Privacy Officer as appropriate.

## 2. GENERAL RULES OF BEHAVIOR



a. Rules of Behavior are part of a comprehensive program to provide complete information security. These rules establish standards of behavior in recognition of the fact that knowledgeable users are the foundation of a successful security program. Users must understand that taking personal responsibility for the security of their computer and the information it contains is an essential part of their job.

b. The following rules apply to all VA contractors. I agree to:

- (1) Follow established procedures for requesting, accessing, and closing user accounts and access. I will not request or obtain access beyond what is normally granted to users or by what is outlined in the contract.
- (2) Use only systems, software, databases, and data which I am authorized to use, including any copyright restrictions.
- (3) I will not use other equipment (OE) (non-contractor owned) for the storage, transfer, or processing of VA sensitive information without a VA CIO approved waiver, unless it has been reviewed and approved by local management and is included in the language of the contract. If authorized to use OE IT equipment, I must ensure that the system meets all applicable 6500 Handbook requirements for OE.
- (4) Not use my position of trust and access rights to exploit system controls or access information for any reason other than in the performance of the contract.
- (5) Not attempt to override or disable security, technical, or management controls unless expressly permitted to do so as an explicit requirement under the contract or at the direction of the COTR or ISO. If I am allowed or required to have a local administrator account on a government-owned computer, that local administrative account does not confer me unrestricted access or use, nor the authority to bypass security or other controls except as expressly permitted by the VA CIO or CIO's designee.
- (6) Contractors' use of systems, information, or sites is strictly limited to fulfill the terms of the contract. I understand no personal use is authorized. I will only use other Federal government information systems as expressly authorized by the terms of those systems. I accept that the restrictions under ethics regulations and criminal law still apply.
- (7) Grant access to systems and information only to those who have an official need to know.
- (8) Protect passwords from access by other individuals.

D-2

Initials

Date



March 12, 2010

VA HANDBOOK 6500.6  
APPENDIX D

- (9) Create and change passwords in accordance with VA Handbook 6500 on systems and any devices protecting VA information as well as the rules of behavior and security settings for the particular system in question.
- (10) Protect information and systems from unauthorized disclosure, use, modification, or destruction. I will only use encryption that is FIPS 140-2 validated to safeguard VA sensitive information, both safeguarding VA sensitive information in storage and in transit regarding my access to and use of any information assets or resources associated with my performance of services under the contract terms with the VA.
- (11) Follow VA Handbook 6500.1, *Electronic Media Sanitization* to protect VA information. I will contact the COTR for policies and guidance on complying with this requirement and will follow the COTR's orders.
- (12) Ensure that the COTR has previously approved VA information for public dissemination, including e-mail communications outside of the VA as appropriate. I will not make any unauthorized disclosure of any VA sensitive information through the use of any means of communication including but not limited to e-mail, instant messaging, online chat, and web bulletin boards or logs.
- (13) Not host, set up, administer, or run an Internet server related to my access to and use of any information assets or resources associated with my performance of services under the contract terms with the VA unless explicitly authorized under the contract or in writing by the COTR.
- (14) Protect government property from theft, destruction, or misuse. I will follow VA directives and handbooks on handling Federal government IT equipment, information, and systems. I will not take VA sensitive information from the workplace without authorization from the COTR.
- (15) Only use anti-virus software, antispyware, and firewall/intrusion detection software authorized by VA. I will contact the COTR for policies and guidance on complying with this requirement and will follow the COTR's orders regarding my access to and use of any information assets or resources associated with my performance of services under the contract terms with VA.
- (16) Not disable or degrade the standard anti-virus software, antispyware, and/or firewall/intrusion detection software on the computer I use to access and use information assets or resources associated with my performance of services under the contract terms with VA. I will report anti-virus, antispyware, firewall or intrusion detection software errors, or significant alert messages to the COTR.
- (17) Understand that restoration of service of any VA system is a concern of all users of the system.
- (18) Complete required information security and privacy training, and complete required training for the particular systems to which I require access.

**3. ADDITIONAL CONDITIONS FOR USE OF NON- VA INFORMATION TECHNOLOGY RESOURCES**

- a. When required to complete work under the contract, I will directly connect to the VA network whenever possible. If a direct connection to the VA network is not possible, then I will use VA approved remote access software and services.

D-3

Initials

Date

March 12, 2010

VA HANDBOOK 6500.6  
APPENDIX D

- b. Remote access to non-public VA information technology resources is prohibited from publicly-available IT computers, such as remotely connecting to the internal VA network from computers in a public library.
- c. I will not have both a VA network line and any kind of non-VA network line including a wireless network card, modem with phone line, or other network device physically connected to my computer at the same time, unless the dual connection is explicitly authorized by the COTR.
- d. I understand that I may not obviate or evade my responsibility to adhere to VA security requirements by subcontracting any work under any given contract or agreement with VA, and that any subcontractor(s) I engage shall likewise be bound by the same security requirements and penalties for violating the same.

**4. STATEMENT ON LITIGATION**

This User Agreement does not and should not be relied upon to create any other right or benefit, substantive or procedural, enforceable by law, by a party to litigation with the United States Government.

**5. ACKNOWLEDGEMENT AND ACCEPTANCE**

I acknowledge receipt of this User Agreement. I understand and accept all terms and conditions of this User Agreement, and I will comply with the terms and conditions of this agreement and any additional VA warning banners, directives, handbooks, notices, or directions regarding access to or use of information systems or information. The terms and conditions of this document do not supersede the terms and conditions of the signatory's employer and VA.

Print or type your full name

Signature

Last 4 digits of SSN

Date

Office Phone

Position Title

Contractor's Company Name

Please complete and return the original signed document to the COTR within the timeframe stated in the terms of the contract.

D-4

**D.4 WAGE DETERMINATION : 2015 - 4281 REV. 27**

"REGISTER OF WAGE DETERMINATIONS UNDER THE SERVICE CONTRACT ACT By direction of the Secretary of Labor		U.S. DEPARTMENT OF LABOR EMPLOYMENT STANDARDS ADMINISTRATION WAGE AND HOUR DIVISION WASHINGTON D.C. 20210
Daniel W. Simms	Division of	Wage Determination No.: 2015-4281
Director	Wage Determinations	Revision No.: 27
		Date Of Last Revision: 06/30/2023

Note: Contracts subject to the Service Contract Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658.

If the contract is entered into on or  after January 30, 2022, or the  contract is renewed or extended (e.g.,  an option is exercised) on or after  January 30, 2022: 	Executive Order 14026 generally applies to  the contract.  The contractor must pay all covered workers  at least \$16.20 per hour (or the applicable  wage rate listed on this wage determination,  if it is higher) for all hours spent  performing on the contract in 2023.
If the contract was awarded on or  between January 1, 2015 and January 29,  2022, and the contract is not renewed  or extended on or after January 30,  2022: 	Executive Order 13658 generally applies to  the contract.  The contractor must pay all covered workers  at least \$12.15 per hour (or the applicable  wage rate listed on this wage determination,  if it is higher) for all hours spent  performing on the contract in 2023.

The applicable Executive Order minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the Executive Orders is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

States: District of Columbia, Maryland, Virginia

Area: District of Columbia Statewide  
Maryland Counties of Calvert, Charles, Prince George's  
Virginia Counties of Alexandria, Arlington, Fairfax, Falls Church, Fauquier,  
Loudoun, Manassas, Manassas Park, Prince William, Stafford

**\*\*Fringe Benefits Required Follow the Occupational Listing\*\***

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		19.72
01012 - Accounting Clerk II		22.15
01013 - Accounting Clerk III		24.77
01020 - Administrative Assistant		38.21
01035 - Court Reporter		28.71
01041 - Customer Service Representative I		16.73
01042 - Customer Service Representative II		18.25
01043 - Customer Service Representative III		20.48
01051 - Data Entry Operator I		17.09
01052 - Data Entry Operator II		18.65
01060 - Dispatcher, Motor Vehicle		23.66
01070 - Document Preparation Clerk		19.93

01090 - Duplicating Machine Operator	19.93
01111 - General Clerk I	17.51
01112 - General Clerk II	19.12
01113 - General Clerk III	21.47
01120 - Housing Referral Assistant	26.03
01141 - Messenger Courier	19.79
01191 - Order Clerk I	17.71
01192 - Order Clerk II	19.32
01261 - Personnel Assistant (Employment) I	20.17
01262 - Personnel Assistant (Employment) II	22.56
01263 - Personnel Assistant (Employment) III	25.15
01270 - Production Control Clerk	26.81
01290 - Rental Clerk	19.99
01300 - Scheduler, Maintenance	20.87
01311 - Secretary I	20.87
01312 - Secretary II	23.35
01313 - Secretary III	26.03
01320 - Service Order Dispatcher	21.16
01410 - Supply Technician	38.21
01420 - Survey Worker	21.66
01460 - Switchboard Operator/Receptionist	17.45
01531 - Travel Clerk I	20.59
01532 - Travel Clerk II	22.45
01533 - Travel Clerk III	24.24
01611 - Word Processor I	18.62
01612 - Word Processor II	20.92
01613 - Word Processor III	23.39
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	28.60
05010 - Automotive Electrician	26.35
05040 - Automotive Glass Installer	24.82
05070 - Automotive Worker	24.82
05110 - Mobile Equipment Servicer	21.35
05130 - Motor Equipment Metal Mechanic	27.74
05160 - Motor Equipment Metal Worker	24.82
05190 - Motor Vehicle Mechanic	27.74
05220 - Motor Vehicle Mechanic Helper	19.53
05250 - Motor Vehicle Upholstery Worker	23.17
05280 - Motor Vehicle Wrecker	24.82
05310 - Painter, Automotive	26.35
05340 - Radiator Repair Specialist	24.82
05370 - Tire Repairer	17.47
05400 - Transmission Repair Specialist	27.74
07000 - Food Preparation And Service Occupations	
07010 - Baker	17.68
07041 - Cook I	18.44
07042 - Cook II	21.44
07070 - Dishwasher	16.05***
07130 - Food Service Worker	16.20
07210 - Meat Cutter	21.58
07260 - Waiter/Waitress	15.53***
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	25.01
09040 - Furniture Handler	14.06***
09080 - Furniture Refinisher	22.55
09090 - Furniture Refinisher Helper	16.71
09110 - Furniture Repairer, Minor	19.82
09130 - Upholsterer	19.86
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	15.75***
11060 - Elevator Operator	15.87***
11090 - Gardener	24.11
11122 - Housekeeping Aide	16.87
11150 - Janitor	16.87
11210 - Laborer, Grounds Maintenance	18.22
11240 - Maid or Houseman	16.04***
11260 - Pruner	17.39

11270 - Tractor Operator	22.05
11330 - Trail Maintenance Worker	18.22
11360 - Window Cleaner	17.67
12000 - Health Occupations	
12010 - Ambulance Driver	24.09
12011 - Breath Alcohol Technician	26.39
12012 - Certified Occupational Therapist Assistant	35.59
12015 - Certified Physical Therapist Assistant	33.02
12020 - Dental Assistant	23.78
12025 - Dental Hygienist	50.57
12030 - EKG Technician	39.45
12035 - Electroneurodiagnostic Technologist	39.45
12040 - Emergency Medical Technician	24.09
12071 - Licensed Practical Nurse I	23.60
12072 - Licensed Practical Nurse II	26.39
12073 - Licensed Practical Nurse III	29.42
12100 - Medical Assistant	20.85
12130 - Medical Laboratory Technician	30.04
12160 - Medical Record Clerk	23.61
12190 - Medical Record Technician	27.06
12195 - Medical Transcriptionist	20.72
12210 - Nuclear Medicine Technologist	43.80
12221 - Nursing Assistant I	14.54***
12222 - Nursing Assistant II	16.35
12223 - Nursing Assistant III	17.84
12224 - Nursing Assistant IV	20.04
12235 - Optical Dispenser	25.02
12236 - Optical Technician	23.50
12250 - Pharmacy Technician	20.24
12280 - Phlebotomist	22.95
12305 - Radiologic Technologist	39.19
12311 - Registered Nurse I	30.40
12312 - Registered Nurse II	36.78
12313 - Registered Nurse II, Specialist	36.78
12314 - Registered Nurse III	44.14
12315 - Registered Nurse III, Anesthetist	44.14
12316 - Registered Nurse IV	52.91
12317 - Scheduler (Drug and Alcohol Testing)	32.71
12320 - Substance Abuse Treatment Counselor	28.96
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	24.30
13012 - Exhibits Specialist II	30.10
13013 - Exhibits Specialist III	36.82
13041 - Illustrator I	24.49
13042 - Illustrator II	30.33
13043 - Illustrator III	37.10
13047 - Librarian	42.46
13050 - Library Aide/Clerk	19.29
13054 - Library Information Technology Systems Administrator	38.33
13058 - Library Technician	23.58
13061 - Media Specialist I	27.67
13062 - Media Specialist II	30.94
13063 - Media Specialist III	34.50
13071 - Photographer I	20.30
13072 - Photographer II	22.87
13073 - Photographer III	28.64
13074 - Photographer IV	34.67
13075 - Photographer V	41.62
13090 - Technical Order Library Clerk	24.23
13110 - Video Teleconference Technician	30.57
14000 - Information Technology Occupations	
14041 - Computer Operator I	25.18
14042 - Computer Operator II	28.19
14043 - Computer Operator III	31.42
14044 - Computer Operator IV	34.89
14045 - Computer Operator V	38.68



14071 - Computer Programmer I	(see 1)	
14072 - Computer Programmer II	(see 1)	
14073 - Computer Programmer III	(see 1)	
14074 - Computer Programmer IV	(see 1)	
14101 - Computer Systems Analyst I	(see 1)	
14102 - Computer Systems Analyst II	(see 1)	
14103 - Computer Systems Analyst III	(see 1)	
14150 - Peripheral Equipment Operator		25.18
14160 - Personal Computer Support Technician		34.89
14170 - System Support Specialist		40.07
15000 - Instructional Occupations		
15010 - Aircrew Training Devices Instructor (Non-Rated)		38.18
15020 - Aircrew Training Devices Instructor (Rated)		46.20
15030 - Air Crew Training Devices Instructor (Pilot)		55.38
15050 - Computer Based Training Specialist / Instructor		38.18
15060 - Educational Technologist		46.20
15070 - Flight Instructor (Pilot)		55.38
15080 - Graphic Artist		38.26
15085 - Maintenance Test Pilot, Fixed, Jet/Prop		55.38
15086 - Maintenance Test Pilot, Rotary Wing		55.38
15088 - Non-Maintenance Test/Co-Pilot		55.38
15090 - Technical Instructor		32.11
15095 - Technical Instructor/Course Developer		39.27
15110 - Test Proctor		25.91
15120 - Tutor		25.91
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations		
16010 - Assembler		18.47
16030 - Counter Attendant		18.47
16040 - Dry Cleaner		21.11
16070 - Finisher, Flatwork, Machine		18.47
16090 - Presser, Hand		18.47
16110 - Presser, Machine, Drycleaning		18.47
16130 - Presser, Machine, Shirts		18.47
16160 - Presser, Machine, Wearing Apparel, Laundry		18.47
16190 - Sewing Machine Operator		21.99
16220 - Tailor		22.87
16250 - Washer, Machine		19.35
19000 - Machine Tool Operation And Repair Occupations		
19010 - Machine-Tool Operator (Tool Room)		29.55
19040 - Tool And Die Maker		35.89
21000 - Materials Handling And Packing Occupations		
21020 - Forklift Operator		22.38
21030 - Material Coordinator		26.81
21040 - Material Expediter		26.81
21050 - Material Handling Laborer		17.58
21071 - Order Filler		16.95
21080 - Production Line Worker (Food Processing)		22.38
21110 - Shipping Packer		18.17
21130 - Shipping/Receiving Clerk		18.17
21140 - Store Worker I		17.59
21150 - Stock Clerk		21.28
21210 - Tools And Parts Attendant		22.38
21410 - Warehouse Specialist		22.38
23000 - Mechanics And Maintenance And Repair Occupations		
23010 - Aerospace Structural Welder		41.02
23019 - Aircraft Logs and Records Technician		32.52
23021 - Aircraft Mechanic I		38.95
23022 - Aircraft Mechanic II		41.02
23023 - Aircraft Mechanic III		43.02
23040 - Aircraft Mechanic Helper		27.42
23050 - Aircraft, Painter		36.99
23060 - Aircraft Servicer		32.52
23070 - Aircraft Survival Flight Equipment Technician		36.99
23080 - Aircraft Worker		34.84
23091 - Aircrew Life Support Equipment (ALSE) Mechanic I		34.84
23092 - Aircrew Life Support Equipment (ALSE) Mechanic		38.95

II		
23110	- Appliance Mechanic	22.98
23120	- Bicycle Repairer	17.98
23125	- Cable Splicer	37.49
23130	- Carpenter, Maintenance	27.50
23140	- Carpet Layer	22.54
23160	- Electrician, Maintenance	30.37
23181	- Electronics Technician Maintenance I	34.31
23182	- Electronics Technician Maintenance II	36.43
23183	- Electronics Technician Maintenance III	38.36
23260	- Fabric Worker	26.61
23290	- Fire Alarm System Mechanic	29.84
23310	- Fire Extinguisher Repairer	24.53
23311	- Fuel Distribution System Mechanic	37.07
23312	- Fuel Distribution System Operator	28.53
23370	- General Maintenance Worker	23.61
23380	- Ground Support Equipment Mechanic	38.95
23381	- Ground Support Equipment Servicer	32.52
23382	- Ground Support Equipment Worker	34.84
23391	- Gunsmith I	24.53
23392	- Gunsmith II	28.51
23393	- Gunsmith III	31.87
23410	- Heating, Ventilation And Air-Conditioning Mechanic	30.17
23411	- Heating, Ventilation And Air Contidioning Mechanic (Research Facility)	31.78
23430	- Heavy Equipment Mechanic	29.69
23440	- Heavy Equipment Operator	27.40
23460	- Instrument Mechanic	33.14
23465	- Laboratory/Shelter Mechanic	30.27
23470	- Laborer	17.83
23510	- Locksmith	32.72
23530	- Machinery Maintenance Mechanic	30.29
23550	- Machinist, Maintenance	31.20
23580	- Maintenance Trades Helper	18.27
23591	- Metrology Technician I	33.14
23592	- Metrology Technician II	34.91
23593	- Metrology Technician III	36.61
23640	- Millwright	29.89
23710	- Office Appliance Repairer	22.96
23760	- Painter, Maintenance	22.76
23790	- Pipefitter, Maintenance	31.30
23810	- Plumber, Maintenance	29.73
23820	- Pneudraulic Systems Mechanic	31.87
23850	- Rigger	34.16
23870	- Scale Mechanic	28.51
23890	- Sheet-Metal Worker, Maintenance	29.06
23910	- Small Engine Mechanic	23.01
23931	- Telecommunications Mechanic I	37.06
23932	- Telecommunications Mechanic II	39.03
23950	- Telephone Lineman	39.78
23960	- Welder, Combination, Maintenance	27.58
23965	- Well Driller	28.79
23970	- Woodcraft Worker	31.87
23980	- Woodworker	24.53
24000	- Personal Needs Occupations	
24550	- Case Manager	20.75
24570	- Child Care Attendant	16.47
24580	- Child Care Center Clerk	20.53
24610	- Chore Aide	15.60***
24620	- Family Readiness And Support Services Coordinator	20.75
24630	- Homemaker	20.75
25000	- Plant And System Operations Occupations	
25010	- Boiler Tender	38.36
25040	- Sewage Plant Operator	28.60
25070	- Stationary Engineer	38.36

25190 - Ventilation Equipment Tender	27.00
25210 - Water Treatment Plant Operator	28.60
27000 - Protective Service Occupations	
27004 - Alarm Monitor	24.90
27007 - Baggage Inspector	19.39
27008 - Corrections Officer	29.35
27010 - Court Security Officer	30.66
27030 - Detection Dog Handler	21.69
27040 - Detention Officer	29.35
27070 - Firefighter	31.96
27101 - Guard I	19.39
27102 - Guard II	21.69
27131 - Police Officer I	33.25
27132 - Police Officer II	36.96
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	18.60
28042 - Carnival Equipment Repairer	20.33
28043 - Carnival Worker	14.23***
28210 - Gate Attendant/Gate Tender	19.88
28310 - Lifeguard	13.98***
28350 - Park Attendant (Aide)	22.24
28510 - Recreation Aide/Health Facility Attendant	16.24
28515 - Recreation Specialist	27.56
28630 - Sports Official	17.71
28690 - Swimming Pool Operator	23.63
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	35.06
29020 - Hatch Tender	35.06
29030 - Line Handler	35.06
29041 - Stevedore I	32.73
29042 - Stevedore II	37.23
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	48.97
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	33.77
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	37.19
30021 - Archeological Technician I	20.86
30022 - Archeological Technician II	23.34
30023 - Archeological Technician III	28.90
30030 - Cartographic Technician	28.90
30040 - Civil Engineering Technician	34.36
30051 - Cryogenic Technician I	32.01
30052 - Cryogenic Technician II	35.36
30061 - Drafter/CAD Operator I	20.86
30062 - Drafter/CAD Operator II	23.34
30063 - Drafter/CAD Operator III	26.01
30064 - Drafter/CAD Operator IV	32.01
30081 - Engineering Technician I	22.92
30082 - Engineering Technician II	25.72
30083 - Engineering Technician III	28.79
30084 - Engineering Technician IV	35.64
30085 - Engineering Technician V	43.61
30086 - Engineering Technician VI	52.76
30090 - Environmental Technician	28.90
30095 - Evidence Control Specialist	28.90
30210 - Laboratory Technician	28.21
30221 - Latent Fingerprint Technician I	37.63
30222 - Latent Fingerprint Technician II	41.56
30240 - Mathematical Technician	35.01
30361 - Paralegal/Legal Assistant I	24.57
30362 - Paralegal/Legal Assistant II	30.45
30363 - Paralegal/Legal Assistant III	37.23
30364 - Paralegal/Legal Assistant IV	45.04
30375 - Petroleum Supply Specialist	35.36
30390 - Photo-Optics Technician	28.90
30395 - Radiation Control Technician	35.36
30461 - Technical Writer I	31.20
30462 - Technical Writer II	38.15

30463 - Technical Writer III	46.16
30491 - Unexploded Ordnance (UXO) Technician I	31.12
30492 - Unexploded Ordnance (UXO) Technician II	37.66
30493 - Unexploded Ordnance (UXO) Technician III	45.14
30494 - Unexploded (UXO) Safety Escort	31.12
30495 - Unexploded (UXO) Sweep Personnel	31.12
30501 - Weather Forecaster I	32.01
30502 - Weather Forecaster II	38.93
30620 - Weather Observer, Combined Upper Air Or (see 2)	26.01
Surface Programs	
30621 - Weather Observer, Senior (see 2)	28.90
31000 - Transportation/Mobile Equipment Operation Occupations	
31010 - Airplane Pilot	37.66
31020 - Bus Aide	16.66
31030 - Bus Driver	23.92
31043 - Driver Courier	20.34
31260 - Parking and Lot Attendant	16.01***
31290 - Shuttle Bus Driver	19.93
31310 - Taxi Driver	17.71
31361 - Truckdriver, Light	22.24
31362 - Truckdriver, Medium	24.14
31363 - Truckdriver, Heavy	26.16
31364 - Truckdriver, Tractor-Trailer	26.16
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	18.36
99030 - Cashier	14.39***
99050 - Desk Clerk	15.36***
99095 - Embalmer	34.10
99130 - Flight Follower	31.12
99251 - Laboratory Animal Caretaker I	17.93
99252 - Laboratory Animal Caretaker II	19.60
99260 - Marketing Analyst	37.98
99310 - Mortician	34.10
99410 - Pest Controller	21.91
99510 - Photofinishing Worker	20.52
99710 - Recycling Laborer	22.98
99711 - Recycling Specialist	28.16
99730 - Refuse Collector	20.95
99810 - Sales Clerk	15.66***
99820 - School Crossing Guard	18.02
99830 - Survey Party Chief	31.00
99831 - Surveying Aide	19.26
99832 - Surveying Technician	29.45
99840 - Vending Machine Attendant	17.03
99841 - Vending Machine Repairer	21.64
99842 - Vending Machine Repairer Helper	17.03

\*\*\*Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$16.20 per hour) or 13658 (\$12.15 per hour). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 and 13658 are not currently being enforced as to contracts or contract-like instruments entered into with the federal government in connection with seasonal recreational services or seasonal recreational equipment rental for the general public on federal lands.

---

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors, applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is the victim of, domestic violence, sexual assault, or

stalking. Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$4.98 per hour, up to 40 hours per week, or \$199.20 per week or \$863.20 per month

HEALTH & WELFARE EO 13706: \$4.57 per hour, up to 40 hours per week, or \$182.80 per week, or \$792.13 per month\*

\*This rate is to be used only when compensating employees for performance on an SCA-covered contract also covered by EO 13706, Establishing Paid Sick Leave for Federal Contractors. A contractor may not receive credit toward its SCA obligations for any paid sick leave provided pursuant to EO 13706.

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor, 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of eleven paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Juneteenth National Independence Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) COMPUTER EMPLOYEES: This wage determination does not apply to any individual employed in a bona fide executive, administrative, or professional capacity, as defined in 29 C.F.R. Part 541. (See 41 C.F.R. 6701(3)). Because most Computer Systems Analysts and Computer Programmers who are paid at least \$27.63 per hour (or at least \$684 per week if paid on a salary or fee basis) likely qualify as exempt computer professionals under 29 U.S.C. 213(a)(1) and 29 U.S.C. 213(a)(17), this wage determination may not include wage rates for all occupations within those job families. In such instances, a conformance will be necessary if there are nonexempt employees in these job families working on the contract.

Job titles vary widely and change quickly in the computer industry, and are not determinative of whether an employee is an exempt computer professional. To be exempt, computer employees who satisfy the compensation requirements must also have a primary duty that consists of:

(1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional specifications;

(2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;

(3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or

(4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

Any computer employee who meets the applicable compensation requirements and the above duties test qualifies as an exempt computer professional under both section 13(a)(1) and section 13(a)(17) of the Fair Labor Standards Act. (Field Assistance Bulletin No. 2006-3 (Dec. 14, 2006)). Accordingly, this wage determination will not apply to any exempt computer employee regardless of which of these two exemptions is utilized.

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am.

If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

**\*\* HAZARDOUS PAY DIFFERENTIAL \*\***

An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder.

All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving re-grading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**\*\* UNIFORM ALLOWANCE \*\***

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

**\*\* SERVICE CONTRACT ACT DIRECTORY OF OCCUPATIONS \*\***

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition (Revision 1), dated September 2015, unless otherwise indicated.

**\*\* REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE, Standard Form 1444 (SF-1444) \*\***

## Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination (See 29 CFR 4.6(b)(2)(i)). Such conforming procedures shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees (See 29 CFR 4.6(b)(2)(ii)). The Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be paid to all employees performing in the classification from the first day of work on which contract work is performed by them in the classification. Failure to pay such unlisted employees the compensation agreed upon by the interested parties and/or fully determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract. (See 29 CFR 4.6(b)(2)(v)). When multiple wage determinations are included in a contract, a separate SF-1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order the proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the U.S. Department of Labor, Wage and Hour Division, for review (See 29 CFR 4.6(b)(2)(ii)).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour Division's decision to the contractor.
- 6) Each affected employee shall be furnished by the contractor with a written copy of such determination or it shall be posted as a part of the wage determination (See 29 CFR 4.6(b)(2)(iii)).

Information required by the Regulations must be submitted on SF-1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" should be used to compare job definitions to ensure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination (See 29 CFR 4.152(c)(1))."

## SECTION E - SOLICITATION PROVISIONS

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

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

- (1) Is set aside for small business and has a value above the simplified acquisition threshold;
- (2) Uses the HUBZone price evaluation preference regardless of dollar value, unless the offeror waives the price evaluation preference; or
- (3) Is an 8(a), HUBZone, service-disabled veteran-owned, economically disadvantaged women-owned, or women-owned small business set-aside or sole-source award regardless of dollar value.

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

- (1) The solicitation number;
- (2) The time specified in the solicitation for receipt of offers;
- (3) The name, address, and telephone number of the offeror;
- (4) A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary;
- (5) Terms of any express warranty;
- (6) Price and any discount terms;
- (7) "Remit to" address, if different than mailing address;
- (8) A completed copy of the representations and certifications at Federal Acquisition Regulation (FAR) 52.212-3 (see FAR 52.212-3(b) for those representations and certifications that the offeror shall complete electronically);
- (9) Acknowledgment of Solicitation Amendments;
- (10) 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 60 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

GSA Federal Supply Service Specifications Section

Suite 8100 470 East L'Enfant Plaza, SW

Washington, DC 20407

Telephone (202) 619-8925

Facsimile (202) 619-8978.

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

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

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

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

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

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

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

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

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

(j) *Unique entity identifier.* (Applies to all offers that exceed the micro-purchase threshold, and offers at or below the micro-purchase threshold if the solicitation requires the Contractor to be registered in the System for Award Management (SAM).) The Offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "Unique Entity Identifier" followed by the unique entity identifier that identifies the Offeror's name and address. The Offeror also shall enter its Electronic Funds Transfer (EFT) indicator, if applicable. The EFT indicator is a four-character suffix to the unique entity identifier. The suffix is assigned at the discretion of the Offeror to establish additional SAM records for identifying alternative EFT accounts (see FAR subpart 32.11) for the same entity. If the Offeror does not have a unique entity identifier, it should contact the entity designated at [www.sam.gov](http://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](http://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 products, the make and model of the product to be delivered by the successful offeror.

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

(End of Provision)

## **ADDENDUM to FAR 52.212-1 INSTRUCTIONS TO OFFERORS—COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES**

### **Additional Instructions to Offerors**

Offerors must ensure that proposals are submitted timely to ensure delivery and receipt by the Due Date and Time identified in Box 8 of the SF1449 (Page 1 of the solicitation).

**Quote packages shall be submitted electronically via email, to [aria.melville@va.gov](mailto:aria.melville@va.gov).**

**(5-megabyte size limit) per email. DEADLINE IS September 8<sup>th</sup>, 2023, AT 12:00 pm EST. LATE QUOTES WILL NOT BE ACCEPTED.**

**\*\*\*QUESTIONS ARE DUE NLT September 1st, 2023, AT 2:00 pm EST.**

In addition to the requirements of FAR 52.212-1, Offerors SHALL:

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

(b) Complete Section B.1 (1) (a), Contractor POC information (provide name, title and phone number/email).

(c) Complete **Section B.2 PRICE/COST SCHEDULE, pp. 5-20**. Also include a separate narrative explanation of the criteria, market condition, information, assumptions, etc. taken into consideration and relied upon to arrive at the proposed contract price (to help determine price fair and reasonableness).

(d) Complete and sign D.2 Contractor Certification.

(e) Complete and sign D.3 Contractor Rules of Behavior.

(f) Complete **Section E Provision 52.212-3**. Note: An offeror needs only to complete paragraph if the offeror has completed the annual representations and certifications electronically in the System for Award Management database. Otherwise, complete paragraphs (c) through (o) as applicable.

(g) Offeror shall submit a capability statement demonstrating their technical capability and ability to meet the FULL SCOPE of the Performance Work Statement (PWS).

(h) Offeror shall submit Resumes of all Technologist that are credentialed and ready to work at the start of the contract.

**(End of Additional Instructions to Offerors)**

## E.2 52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS— COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (DEC 2022)

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

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

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

*Economically disadvantaged women-owned small business (EDWOSB) concern* means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States and who are economically disadvantaged in accordance with 13 CFR 127, and the concern is identified by SBA or an approved third-party certifier in accordance with 13 CFR 127.300. It automatically qualifies as a women-owned small business eligible under the WOSB Program.

*Forced or indentured child labor* means all work or service—

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

*Highest-level owner* means the entity that owns or controls an immediate owner of the offeror, or that owns or controls one or more entities that control an immediate owner of the offeror. No entity owns or exercises control of the highest level owner.

*Immediate owner* means an entity, other than the offeror, that has direct control of the offeror. Indicators of control include, but are not limited to, one or more of the following: Ownership or interlocking management, identity of interests among family members, shared facilities and equipment, and the common use of employees.

*Inverted domestic corporation* means a foreign incorporated entity that meets the definition of an inverted domestic corporation under 6 U.S.C. 395(b), applied in accordance with the rules and definitions of 6 U.S.C. 395(c).

*Manufactured end product* means any end product in product and service codes (PSCs) 1000-9999, except—

(1) PSC 5510, Lumber and Related Basic Wood Materials;

(2) Product or Service Group (PSG) 87, Agricultural Supplies;

- (3) PSG 88, Live Animals;
- (4) PSG 89, Subsistence;
- (5) PSC 9410, Crude Grades of Plant Materials;
- (6) PSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) PSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- (8) PSC 9610, Ores;
- (9) PSC 9620, Minerals, Natural and Synthetic; and
- (10) PSC 9630, Additive Metal Materials.

*Place of manufacture* means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

*Predecessor* means an entity that is replaced by a successor and includes any predecessors of the predecessor.

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

*Restricted business operations* means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person (as that term is defined in Section 2 of the Sudan Accountability and Divestment Act of 2007) conducting the business can demonstrate—

- (1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;
  - (2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;
  - (3) Consist of providing goods or services to marginalized populations of Sudan;
  - (4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;
  - (5) Consist of providing goods or services that are used only to promote health or education;
- or
- (6) Have been voluntarily suspended.

*Sensitive technology*—

(1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically—

(i) To restrict the free flow of unbiased information in Iran; or

(ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and

(2) Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit pursuant to section 203(b)(3) of the International Emergency Economic Powers Act (50 U.S.C. 1702(b)(3)).

*Service-disabled veteran-owned small business concern—*

(1) Means a small business concern—

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

*Small business concern—*

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

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

*Small disadvantaged business concern*, consistent with 13 CFR 124.1002, means a small business concern under the size standard applicable to the acquisition, that—

(1) Is at least 51 percent unconditionally and directly owned (as defined at 13 CFR 124.105) by—

(i) One or more socially disadvantaged (as defined at 13 CFR 124.103) and economically disadvantaged (as defined at 13 CFR 124.104) individuals who are citizens of the United States; and

(ii) Each individual claiming economic disadvantage has a net worth not exceeding \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(2) The management and daily business operations of which are controlled (as defined at 13.CFR 124.106) by individuals, who meet the criteria in paragraphs (1)(i) and (ii) of this definition.

*Subsidiary* means an entity in which more than 50 percent of the entity is owned—

- (1) Directly by a parent corporation; or
- (2) Through another subsidiary of a parent corporation.

*Successor* means an entity that has replaced a predecessor by acquiring the assets and carrying out the affairs of the predecessor under a new name (often through acquisition or merger). The term “successor” does not include new offices/divisions of the same company or a company that only changes its name. The extent of the responsibility of the successor for the liabilities of the predecessor may vary, depending on State law and specific circumstances.

*Veteran-owned small business concern* means a small business concern—

- (1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and
- (2) The management and daily business operations of which are controlled by one or more veterans.

*Women-owned business concern* means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

*Women-owned small business concern* means a small business concern—

- (1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and
- (2) Whose management and daily business operations are controlled by one or more women.

*Women-owned small business (WOSB) concern eligible under the WOSB Program* (in accordance with 13 CFR part 127), means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States, and the concern is certified by SBA or an approved third-party certifier in accordance with 13 CFR 127.300.

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



(2) The offeror has completed the annual representations and certifications electronically in SAM accessed through <http://www.sam.gov>. After reviewing SAM information, the Offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR 52.212–3, Offeror Representations and Certifications—Commercial Products and Commercial Services, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard(s) applicable to the NAICS code(s) referenced for this solicitation), at the time this offer is submitted and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs .

(c) Offerors must complete the following representations when the resulting contract is for supplies to be delivered or services to be performed in the United States or its outlying areas, or when the contracting officer has applied part 19 in accordance with 19.000(b)(1)(ii). Check all that apply.

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

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

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

(2) *Veteran-owned small business concern.* [*Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.*] The offeror represents as part of its offer that it ☐ is, ☐ is not a veteran-owned small business concern.

(3) *Service-disabled veteran-owned small business concern.* [*Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.*] The offeror represents as part of its offer that—

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

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

(4) *Small disadvantaged business concern.* [*Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.*] The offeror represents that it ☐ is, ☐ is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(5) *Women-owned small business concern.* [*Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.*] The offeror represents that it ☐ is, ☐ is not a women-owned small business concern.

(6) *WOSB join venture eligible under the WOSB Program.* [*Complete only if the offeror represented itself as a women-owned small business concern in paragraph (c)(5) of this provision.*] The offeror represents that it ☐ is, ☐ is not a joint venture that complies with the

requirements of 13 CFR 127.506(a) through (c). [*The offeror shall enter the name and unique entity identifier of each party to the joint venture: \_\_\_\_\_.*]

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

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

(8) *Women-owned business concern (other than small business concern).* [*Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.*] The offeror represents that it [ ] is a women-owned business concern.

(9) *Tie bid priority for labor surplus area concerns.* If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:

---

(10) *HUBZone small business concern.* [*Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.*] The offeror represents, as part of its offer, that—

(i) It [ ] is, [ ] is not a HUBZone small business concern listed, on the date of this representation, as having been certified by SBA as a HUBZone small business concern in the Dynamic Small Business Search and SAM, and will attempt to maintain an employment rate of HUBZone residents of 35 percent of its employees during performance of a HUBZone contract (see 13 CFR 126.200(e)(1)); and

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

(d) Representations required to implement provisions of Executive Order 11246—

(1) *Previous contracts and compliance.* The offeror represents that—

(i) It [ ] has, [ ] has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; and

(ii) It [ ] has, [ ] has not filed all required compliance reports.

(2) *Affirmative Action Compliance.* The offeror represents that—

(i) It ☐ has developed and has on file, ☐ has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR parts 60-1 and 60-2), or

(ii) It ☐ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) *Certification Regarding Payments to Influence Federal Transactions* (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$150,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

(f) *Buy American Certificate*. (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American—Supplies, is included in this solicitation.)

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

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

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

(iv) The terms “commercially available off-the-shelf (COTS) item,” “critical component,” “domestic end product,” “end product,” “foreign end product,” and “United States” are defined in the clause of this solicitation entitled “Buy American—Supplies.”

(2) Foreign End Products:

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

[List as necessary]

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

[List as necessary]

(4) The Government will evaluate offers in accordance with the policies and procedures of FAR part 25.

(g)(1) *Buy American—Free Trade Agreements—Israeli Trade Act Certificate.* (Applies only if the clause at FAR 52.225-3, Buy American—Free Trade Agreements—Israeli Trade Act, is included in this solicitation.)

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

(B) The terms “Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end product,” “commercially available off-the-shelf (COTS) item,” “critical component,” “domestic end product,” “end product,” “foreign end product,” “Free Trade Agreement country,” “Free Trade Agreement country end product,” “Israeli end product,” and “United States” are defined in the clause of this solicitation entitled “Buy American—Free Trade Agreements—Israeli Trade Act.”

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

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

Line item No.	Country of origin

[List as necessary]

(iii) The Offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled “Buy American—Free Trade Agreements—Israeli Trade Act.” The Offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products. For those foreign end products that do not consist wholly or predominantly of iron or steel or a combination of both, the Offeror shall also indicate whether these foreign end products exceed 55 percent domestic content, except for those that are COTS items. If the percentage of the domestic content is unknown, select “no”.

Other Foreign End Products:

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

[List as necessary]

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

[List as necessary]

(v) The Government will evaluate offers in accordance with the policies and procedures of FAR part 25.

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

(g)(1)(ii) The offeror certifies that the following supplies are Israeli end products as defined in the clause of this solicitation entitled “Buy American—Free Trade Agreements—Israeli Trade Act”:

Israeli End Products:

Line item No.	Country of origin

[List as necessary]

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

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

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

Line item No.	Country of origin

[List as necessary]

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

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

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

## Other End Products:

Line item No.	Country of origin

[List as necessary]

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

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

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

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

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

(4) ☐ Have, ☐ have not, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds the threshold at 9.104–5(a)(2) for which the liability remains unsatisfied.

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

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

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

(ii) *Examples.*

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

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

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

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

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

(1) *Listed end products.*

Listed end product	Listed countries of origin

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

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

☐ (ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product

furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

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

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

(2) ☐ Outside the United States.

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

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

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

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

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

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

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

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

(iii) Each service employee who will perform the services under the contract will spend only a small portion of his or her time (a monthly average of less than 20 percent of the available



hours on an annualized basis, or less than 20 percent of available hours during the contract period if the contract period is less than a month) servicing the Government contract; and

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

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

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

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

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

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

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

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

☐ TIN: \_\_\_\_\_.

☐ TIN has been applied for.

☐ TIN is not required because:

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

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

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

(4) *Type of organization*.

☐ Sole proprietorship;

☐ Partnership;

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

(5) *Common parent.*

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

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

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

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

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

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

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

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

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

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

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

(iii) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds the threshold at FAR 25.703–2(a)(2) with Iran’s Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked pursuant to the International Emergency Economic Powers Act (50 U.S.C. 1701 *et seq.*) (see OFAC’s Specially Designated Nationals and Blocked Persons List at <https://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx>).

(3) The representation and certification requirements of paragraph (o)(2) of this provision do not apply if—

(i) This solicitation includes a trade agreements certification (*e.g.*, 52.212–3(g) or a comparable agency provision); and

(ii) The offeror has certified that all the offered products to be supplied are designated country end products.

(p) *Ownership or Control of Offeror.* (Applies in all solicitations when there is a requirement to be registered in SAM or a requirement to have a unique entity identifier in the solicitation).

(1) The Offeror represents that it ☐ has or ☐ does not have an immediate owner. If the Offeror has more than one immediate owner (such as a joint venture), then the Offeror shall respond to paragraph (2) and if applicable, paragraph (3) of this provision for each participant in the joint venture.

(2) If the Offeror indicates “has” in paragraph (p)(1) of this provision, enter the following information:

Immediate owner CAGE code: \_\_\_\_\_.

Immediate owner legal name: \_\_\_\_\_.

*(Do not use a “doing business as” name)*

Is the immediate owner owned or controlled by another entity: ☐ Yes or ☐ No.

(3) If the Offeror indicates “yes” in paragraph (p)(2) of this provision, indicating that the immediate owner is owned or controlled by another entity, then enter the following information:

Highest-level owner CAGE code: \_\_\_\_\_.

Highest-level owner legal name: \_\_\_\_\_.

*(Do not use a “doing business as” name)*

(q) *Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law.*

(1) As required by sections 744 and 745 of Division E of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235), and similar provisions, if contained in subsequent appropriations acts, The Government will not enter into a contract with any corporation that—

(i) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless an agency has considered suspension or debarment of the corporation and made a determination that suspension or debarment is not necessary to protect the interests of the Government; or

(ii) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless an agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government.

(2) The Offeror represents that—

(i) It is ☐ is not ☐ a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and

(ii) It is ☐ is not ☐ a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.

(r) *Predecessor of Offeror.* (Applies in all solicitations that include the provision at 52.204-16, Commercial and Government Entity Code Reporting.)

(1) The Offeror represents that it ☐ is or ☐ is not a successor to a predecessor that held a Federal contract or grant within the last three years.

(2) If the Offeror has indicated “is” in paragraph (r)(1) of this provision, enter the following information for all predecessors that held a Federal contract or grant within the last three years (if more than one predecessor, list in reverse chronological order):

Predecessor CAGE code: \_\_\_\_ (or mark “Unknown”).

Predecessor legal name: \_\_\_\_.

(Do not use a “doing business as” name).

(s) [Reserved]

(t) *Public Disclosure of Greenhouse Gas Emissions and Reduction Goals.* Applies in all solicitations that require offerors to register in SAM (12.301(d)(1)).

(1) This representation shall be completed if the Offeror received \$7.5 million or more in contract awards in the prior Federal fiscal year. The representation is optional if the Offeror received less than \$7.5 million in Federal contract awards in the prior Federal fiscal year.

(2) Representation. [Offeror to check applicable block(s) in paragraph (t)(2)(i) and (ii)]. (i) The Offeror (itself or through its immediate owner or highest-level owner) [ ] does, [ ] does not publicly disclose greenhouse gas emissions, i.e., makes available on a publicly accessible Web site the results of a greenhouse gas inventory, performed in accordance with an accounting standard with publicly available and consistently applied criteria, such as the Greenhouse Gas Protocol Corporate Standard.

(ii) The Offeror (itself or through its immediate owner or highest-level owner) [ ] does, [ ] does not publicly disclose a quantitative greenhouse gas emissions reduction goal, i.e., make available on a publicly accessible Web site a target to reduce absolute emissions or emissions intensity by a specific quantity or percentage.

(iii) A publicly accessible Web site includes the Offeror's own Web site or a recognized, third-party greenhouse gas emissions reporting program.

(3) If the Offeror checked "does" in paragraphs (t)(2)(i) or (t)(2)(ii) of this provision, respectively, the Offeror shall provide the publicly accessible Web site(s) where greenhouse gas emissions and/or reduction goals are reported:\_\_\_\_\_.

(u)(1) In accordance with section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions), Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with an entity that requires employees or subcontractors of such entity seeking to report waste, fraud, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

(2) The prohibition in paragraph (u)(1) of this provision does not contravene requirements applicable to Standard Form 312 (Classified Information Nondisclosure Agreement), Form 4414 (Sensitive Compartmented Information Nondisclosure Agreement), or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

(3) Representation. By submission of its offer, the Offeror represents that it will not require its employees or subcontractors to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting waste, fraud, or abuse related to the performance of a Government contract to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information (e.g., agency Office of the Inspector General).

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

(1) 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".

(2) The Offeror represents that—

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

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

(End of Provision)

### **E.3 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.4 52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS (OCT 2018)

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

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

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

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

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

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

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

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

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

(i) In a criminal proceeding, a conviction.

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

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

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

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

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

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

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

(End of Provision)

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

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

(End of Provision)

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

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

Hand-Carried Address:

Department of Veterans Affairs

VAMC (512)  
Chief, Contracting (90C)  
10 N Greene St  
Baltimore MD 21201  
Mailing Address:

Department of Veterans Affairs

VAMC (512)  
Chief, Contracting (90C)  
10 N Greene St  
Baltimore MD 21201

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

(End of Provision)

## **E.7 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)**

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

<http://www.acquisition.gov/far/index.html>

<http://www.va.gov/oal/library/vaar/>

(End of Provision)

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

<b><u>FAR/VAAR Provision</u></b>	<b><u>Title</u></b>	<b><u>Date</u></b>
52.204-7	SYSTEM FOR AWARD MANAGEMENT	OCT 2018
52.204-16	COMMERCIAL AND GOVERNMENT ENTITY CODE REPORTING	AUG 2020
52.216-27	SINGLE OR MULTIPLE AWARDS	OCT 1995
52.217-3	EVALUATION EXCLUSIVE OF OPTIONS	APR 1984
52.217-5	EVALUATION OF OPTIONS	JUL 1990
52.229-11	TAX ON CERTAIN FOREIGN PROCUREMENTS—NOTICE AND REPRESENTATION	JUN 2020

(End of Addendum to 52.212-1)

## **E.8 VAAR 852.215-70 SERVICE-DISABLED VETERAN-OWNED AND VETERAN-OWNED SMALL BUSINESS EVALUATION FACTORS. (JAN 2023)**

As prescribed in 815.304-71(a), insert the following clause:

Service-Disabled Veteran-Owned and Veteran-Owned Small Business Evaluation Factors (OCT 2019)

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

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

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

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

(End of clause)

### **E.9 VAAR 852.215-72 NOTICE OF INTENT TO RE-SOLICIT. (OCT 2019)**

As prescribed at 815.370-5, use the following provision:

#### **Notice of Intent to Re-Solicit (OCT 2019)**

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

(End of provision)

### **E.10 VAAR 852.233-70 PROTEST CONTENT/ALTERNATIVE DISPUTE RESOLUTION. (OCT 2018)**

As prescribed in 833.106-70(a), insert the following provision:

#### **Protest Content/Alternative Dispute Resolution (SEP 2018)**

(a) Any protest filed by an interested party shall -

- (1) Include the name, address, fax number, email and telephone number of the protester;
- (2) Identify the solicitation and/or contract number;
- (3) Include an original signed by the protester or the protester's representative and at least one copy;
- (4) Set forth a detailed statement of the legal and factual grounds of the protest, including a description of resulting prejudice to the protester, and provide copies of relevant documents;
- (5) Specifically request a ruling of the individual upon whom the protest is served;
- (6) State the form of relief requested; and
- (7) Provide all information establishing the timeliness of the protest.

(b) Failure to comply with the above may result in dismissal of the protest without further consideration.

(c) Bidders/offerors and Contracting Officers are encouraged to use alternative dispute resolution (ADR) procedures to resolve protests at any stage in the protest process. If ADR is used, the Department of Veterans Affairs will not furnish any documentation in an ADR proceeding beyond what is allowed by the Federal Acquisition Regulation.

(End of provision)

#### **E.11 VAAR 852.233-71 ALTERNATE PROTEST PROCEDURE (OCT 2018)**

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

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

(End of Provision)

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

Deputy Assistant Secretary for Acquisition and Logistics,  
Risk Management Team, Department of Veterans Affairs  
810 Vermont Avenue, N.W.  
Washington, DC 20420

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

Director, Office of Construction and Facilities Management  
811 Vermont Avenue, N.W.  
Washington, DC 20420

#### **E.12 VAAR 852.273-70 LATE OFFERS. (NOV 2021)**

As prescribed in 873.110(a), insert the following provision

Late Offers (NOV 2021)

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

(End of provision)