

**SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES**  
**OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30**

1. REQUISITION NO. PAGE 1 OF 67

2. CONTRACT NO.	3. AWARD/EFFECTIVE DATE	4. ORDER NO.	5. SOLICITATION NUMBER 36C26123Q0196	6. SOLICITATION ISSUE DATE 02-02-2023
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7. FOR SOLICITATION INFORMATION CALL:	a. NAME Maricela Berrones-Gauger	b. TELEPHONE NO. (No Collect Calls) 559-225-6100 6792	8. OFFER DUE DATE/LOCAL TIME 02-17-2023 3:00PM PST
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9. ISSUED BY Department of Veterans Affairs VA Sierra Pacific Network (VISN 21) Network Contracting Office (NCO 21) 855 M Street, Suite 1020 Fresno CA 93721	CODE	10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE: _____ % FOR: <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM NAICS: 624221 <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> EDWOSB SIZE STANDARD: \$12 Million <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> 8(A)
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11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE	12. DISCOUNT TERMS	<input type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)	13b. RATING N/A	14. METHOD OF SOLICITATION <input checked="" type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP
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15. DELIVER TO ** See Performance Work Statement **	CODE	16. ADMINISTERED BY Department of Veterans Affairs VA Sierra Pacific Network (VISN 21) Network Contracting Office (NCO 21) 855 M Street, Suite 1020 Fresno CA 93721	CODE
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17a. CONTRACTOR/OFFEROR CODE	FACILITY CODE	18a. PAYMENT WILL BE MADE BY Department of Veterans Affairs FMS-VA-2(101) Financial Services Center PO BOX 149971 Austin TX 78714-9971 PHONE: FAX:	CODE
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TELEPHONE NO. UEI: EFT:	<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER	<input type="checkbox"/> 18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM
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19. ITEM NO.	20. See CONTINUATION Page SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	<p>The Contractor shall provide for Homeless Veterans (HCHV) CERS Emergency Housing as requested within Performance Work Statement.</p> <p>-Please refer to the Addendum to the Instructions to Offerors for details on how to respond. Page 45.</p> <p>Period of Performance: 04/01/2023 - 03/31/2028                      Ordering Period One: 04/01/2023 - 09/30/2023                      Ordering Period Two: 10/01/2023 - 09/30/2024                      Ordering Period Three: 10/01/2024 - 09/30/2025                      Ordering Period Four: 10/01/2025 - 09/30/2026                      Ordering Period Five: 10/01/2026 - 09/30/2027                      Ordering Period Six: 10/01/2027 - 03/31/2028</p> <p>Point of Contact: Maricela Berrones-Gauger                      Email questions this RFQ to Maricela.Berrones-Gauge by 2/8/2023 by 10:00am PST.                      (Use Reverse and/or Attach Additional Sheets as Necessary)</p>				

25. ACCOUNTING AND APPROPRIATION DATA See CONTINUATION Page	26. TOTAL AWARD AMOUNT (For Govt. Use Only)
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<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA	<input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA	<input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED

<input type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN _____ COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED	<input type="checkbox"/> 29. AWARD OF CONTRACT: REF. _____ OFFER DATED _____ YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN IS ACCEPTED AS TO ITEMS:
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30a. SIGNATURE OF OFFEROR/CONTRACTOR	31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)	31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) Joleo.Dianala Contracting Officer
30c. DATE SIGNED	31c. DATE SIGNED

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## SECTION B - CONTINUATION OF SF 1449 BLOCKS

### B.1 CONTRACT ADMINISTRATION DATA

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

a. CONTRACTOR:

b. GOVERNMENT: Contracting Officer: Joleo Dianala  
 Department of Veterans Affairs  
 Network Contracting Office (NCO) 21  
 5342 Dudley Blvd., Bldg. 209  
 McClellan, CA 95652

Contract Specialist: Maricela Berrones-Gauger  
 Department of Veterans Affairs  
 Network Contracting Office (NCO) 21  
 855 M Street, Suite 1020  
 Fresno, CA 93721

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

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

3. INVOICES: Invoices shall be submitted in arrears:

- a. Quarterly
- b. Semi-Annually
- c. Other  Monthly in Arrears

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

Department of Veterans Affairs  
 FMS-VA-2(101) Financial Services Center  
 PO BOX 149971  
 Austin TX 78714-9971

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

The guaranteed minimum award amount for this contract is \$1,000. The maximum aggregate value of orders that can be placed under this contract is \$6,000,000. The Government does not guarantee that it will place any orders under this contract in excess of the guaranteed minimum award amount.

ITEM NUMBER	DESCRIPTION OF SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	HCHV Residential Shelter Services in Accordance with the Performance Work Statement in for the VA Northern California Healthcare System. (25 Beds X 183 Days = 4,575) Period of Performance 04/01/2023 - 09/30/2023 Contract Period: Ordering Period 1 PRINCIPAL NAICS CODE: 623220 - Residential Mental Health and Substance Abuse Facilities PRODUCT/SERVICE CODE: G099 - Social - Other MANUFACTURER PART NUMBER (MPN): N/A NATIONAL STOCK NUMBER: N/A LOCAL STOCK NUMBER: N/A	4,575.00	DY		
1001	HCHV Residential Shelter Services in Accordance with the Performance Work Statement in for the VA Northern California Healthcare System. (25 Beds X 365 Days = 9,125) Period of Performance 10/01/2023 - 09/30/2024 Contract Period: Ordering Period 2 PRINCIPAL NAICS CODE: 623220 - Residential Mental Health and Substance Abuse Facilities PRODUCT/SERVICE CODE: G099 - Social - Other MANUFACTURER PART NUMBER (MPN): N/A NATIONAL STOCK NUMBER: N/A LOCAL STOCK NUMBER: N/A	9,125.00	DY		
2001	HCHV Residential Shelter Services in Accordance with the Performance Work Statement in for the VA Northern California Healthcare System. (25 Beds X 365 Days = 9,125) Period of Performance 10/01/2024 - 09/30/2025 Contract Period: Ordering Period 3 PRINCIPAL NAICS CODE: 623220 - Residential Mental Health and Substance Abuse Facilities PRODUCT/SERVICE CODE: G099 - Social - Other MANUFACTURER PART NUMBER (MPN): N/A NATIONAL STOCK NUMBER: N/A	9,125.00	DY		

LOCAL STOCK NUMBER: N/A

**3001**

9,125.00 DY

HCHV Residential Shelter Services in Accordance with the Performance Work Statement in for the VA Northern California Healthcare System. (25 Beds X 365 Days = 9,125) Period of Performance 10/01/2025 - 09/30/2026  
 Contract Period: Ordering Period 4  
 PRINCIPAL NAICS CODE: 623220 - Residential Mental Health and Substance Abuse Facilities  
 PRODUCT/SERVICE CODE: G099 - Social - Other  
 MANUFACTURER PART NUMBER (MPN): N/A  
 NATIONAL STOCK NUMBER: N/A  
 LOCAL STOCK NUMBER: N/A

**4001**

9,125.00 DY

HCHV Residential Shelter Services in Accordance with the Performance Work Statement in for the VA Northern California Healthcare System. (25 Beds X 365 Days = 9,125) Period of Performance 10/01/2026 - 09/30/2027  
 Contract Period: Ordering Period 5  
 PRINCIPAL NAICS CODE: 623220 - Residential Mental Health and Substance Abuse Facilities  
 PRODUCT/SERVICE CODE: G099 - Social - Other  
 MANUFACTURER PART NUMBER (MPN): N/A  
 NATIONAL STOCK NUMBER: N/A  
 LOCAL STOCK NUMBER: N/A

**5001**

4,575.00 DY

HCHV Residential Shelter Services in Accordance with the Performance Work Statement in for the VA Northern California Healthcare System. (25 Beds X 183 Days = 4,575). Period of Performance 10/01/2027 - 03/31/2028  
 Contract Period: Ordering Period 6  
 PRINCIPAL NAICS CODE: 623220 - Residential Mental Health and Substance Abuse Facilities  
 PRODUCT/SERVICE CODE: G099 - Social - Other  
 MANUFACTURER PART NUMBER (MPN): N/A  
 NATIONAL STOCK NUMBER: N/A  
 LOCAL STOCK NUMBER: N/A

**GRAND TOTAL**

## B.3 PERFORMANCE WORK STATEMENT

### NORTHERN CALIFORNIA VA HEALTH CARE SYSTEM HEALTH CARE FOR HOMELESS VETERANS (HCHV) CONTRACTED EMERGENCY RESIDENTIAL SERVICES (CERS) EMERGENCY HOUSING

#### A. BACKGROUND

Ending homelessness among Veterans was established as a national priority by the Department of Veterans Affairs in November 2009 at the National Summit on Ending Veterans Homelessness. In June 2010, the U.S. Interagency Council on Homelessness (USICH) released *Opening Doors: Federal Strategic Plan to Prevent and End Homelessness*, which is fully aligned with this goal. Eliminating Veteran Homelessness remains one of three Agency Priority Goals for in VA's Strategic Plan.

The Health Care for Homeless Veterans (HCHV) program is an essential and critical part of VHA, providing a gateway to VA and community-based supportive services for eligible Veterans who are homeless. HCHV programs provide outreach services; care, treatment, and rehabilitative services, including case management services; and therapeutic transitional housing assistance under 38 U.S.C. 2032 in conjunction with Work Therapy under 38 U.S.C. 1718. The program uses Contracted Residential Services in community locations to engage homeless Veterans who have been underserved. Many of these Veterans would benefit from a shelter program but will not avail themselves of these services without the encouragement of outreach workers.

#### B. PROGRAM DESCRIPTION

The HCHV CERS Program exists to provide a means of removing homeless Veterans from the street or habitation unfit for humans and placing them in community-based, residential environments with sufficient supportive services to meet their basic needs and ultimately, facilitate the improvement of their overall health status and housing situation.

This program will provide case management services to homeless Veterans and be located in Sacramento County California (See PWS Addendum 1 Zip Codes) and will be for between 20 and 40 beds for men and women (starting with 25 beds). The program should have a minimum establishment of one-year in the required zip codes. Period of performance begins April 1<sup>st</sup>, 2023.

#### B.1. HCHV CERS Program characteristics:

- B.1.1.** Targets and prioritizes homeless Veterans who are eligible for VA health care, and are transitioning from chronic literal street homelessness, Veterans being discharged from institutions, and Veterans who recently became homeless and require safe and stable living arrangements while they seek permanent housing
- B.1.2.** Seeks to reduce barriers to immediate placement
- B.1.3.** Does not require any length of sobriety or abstinence from alcohol or other drugs as a condition of admission
- B.1.4.** Provides safe, secure, and wheelchair accessible housing as well as supportive services.
- B.1.5.** Lengths of Stay typically range from 30 to 90 days with the option to extend based on clinical need.
- B.1.6.** Veterans are expected to meaningfully engage their case managers and available

## Programming

**B.1.7.** Emphasis is placed on achieving placement in permanent housing or longer term residential programs that offer path to increased housing stabilization at the time of program exit, and reducing negative exits due to rule violations or other avoidable circumstances.

## **B.2. House Rules and Expectations**

**B.2.1.** Rules focus on staff and resident safety:

- No buying or selling of alcohol or drugs in the facility
- No use of illicit drugs in the facility
- No sexual activity between residents
- No violence or threats of violence
- Honor nightly curfew

**B.2.2.** When possible, infractions are to be used to engage residents, not simply as grounds for service termination. Negative discharges will be monitored as a measure of program quality.

**B.2.3.** Veterans are expected to engage programming and maintain communication with case managers at all times around matters relating to admission, stay, and treatment

## **B.3. Admission Practices**

**B.3.1.** Staff will assist residents with admission forms and eligibility determination with VA

**B.3.2.** Facility works to reduce barriers to admission:

- Accepts referrals throughout day if possible
- Flexibility with admission processes

## **B.4. Admission Criteria**

**B.4.1.** Homeless Veteran

**B.4.2.** Eligible for VA Health Care

## **B.5. Overview of Types of Services Available to Residents**

**B.5.1.** Safe, Secure housing (includes shared laundry and restroom facilities)

**B.5.2.** Three daily nutritious meals

**B.5.3.** Case Management and Care Coordination Services

**B.5.4.** Vocational Services

**B.5.5.** Benefits Services

**B.5.6.** Enhancement of Independent Living Skills

**B.5.7.** Permanent/ Transitional housing search support

## **C. PERFORMANCE WORK STATEMENT**

### **C.1. OBJECTIVE**

The Contractor shall provide emergency housing and supportive services for homeless Veterans in accordance with the HCHV CERS model requirements. Services are expected to consist of supportive, secure housing for homeless Veterans. The program places an expectation on the Veteran to engage in supportive case management services, and also on the contractor to provide expertise and guidance for improving housing stability to ensure a transition from homelessness to permanent, stable housing. Contractors must comply with all HCHV CERS requirements as identified below.

## **C.2. HCHV CERS PROVIDER QUALIFICATIONS & CAPABILITY REQUIREMENTS**

### **C.2. HCHV CERS PROVIDER QUALIFICATIONS & CAPABILITY REQUIREMENTS**

- C.2.1.** Shall perform outreach or otherwise identifying and referring homeless Veterans with a desire to work on obtaining permanent housing, working increasing income, and stabilizing medical and mental health;
- C.2.2.** Shall provide secure, separate housing and bathroom accommodations for males and females; common use of kitchen facilities and dining rooms is acceptable;
- C.2.3.** Shall provide services twenty-four (24) hrs. a day for Veteran placements lasting up to ninety (90) days per Veteran. Extensions beyond initial ninety (90) days should be authorized in writing by VA Liaison; extensions beyond six (6) months must be prior-approved by the Social Work Service Contract Coordinator/ COR;
- C.2.4.** Shall provide three daily nutritious meals and reasonable accommodation for special dietary needs;
- C.2.5.** Shall offer a means for clients to wash their own clothes or otherwise tend to laundry;
- C.2.6.** Shall provide secure, appropriate storage for both Veteran belongings and medication;
- C.2.7.** Shall provide quality case management and treatment services that utilize a Recovery Model approach that includes elements of motivational interviewing, harm reduction, and critical time intervention ;
- C.2.8.** Shall maintain a minimum of one staff member on site at all times to ensure appropriate response to matters involving Veteran safety;
- C.2.9.** Shall provide a working phone line and ensuring reasonably prompt communication with the VA is possible at all times;

### **C.3 DIRECT VETERAN CLINICAL SERVICES: 60% of time involves direct service to Veterans**

- C.3.1. Occupancy:** The contractor will be responsible for ensuring that a minimally acceptable level of 80% occupancy (Preferred 90-100% occupancy) of HCHV CERS funded beds is maintained at all times through independent outreach efforts as well as by collaboration with VA.
- C.3.2 Care Planning:** Contractor will engage the veteran in a collaborative assessment of needs, including barriers to stable housing, and create an initial plan of care to address those concerns within 14 days of admission. This plan is to be updated as needed throughout the Veterans episode of care.
- C.3.3. Case Management:** Contractor will provide individual case management meetings at least

three (3) times per month (preferably once per week) that focus, at a minimum, on: housing search and stabilization, increasing income, any necessary coordination of ongoing participation in care provided by VA/community medical and/or mental health care providers, and ongoing discharge planning.

**C.3.4. Exits to Independent Housing:** The contractor is expected to promote a focus on achieving stable, independent housing for all Veterans referred for care; exits to permanent, independent housing will be monitored as an indicator of overall program quality utilizing data provided by the VHA Support Service Center's Homeless Service Scorecard – the target rate for exits to this type of housing will be 55% or higher (Accepted 50% or higher).

**C.3.5. Negative Exits:** The contractor is expected to facilitate Veteran completion of the HCHV CERS Program to the maximum extent possible, while still maintaining program integrity and safety; "Negative Exits," which shall be defined as discharges involving Veterans being asked to leave the program due to rule violation or otherwise leaving the program without consulting program staff in any way, shall be monitored on a continuous basis utilizing data provided by the VHA Support Service Center's Homeless Service Scorecard – the target rate for these types of exits will be 20% or less (Accepted 25% or less).

**C.3.6. Environmental Checklist:** The contractor will allow VA liaison to conduct unannounced site visits at a minimum of 4 times in a fiscal year, which includes, but is not limited to: inspecting the program facility, ensuring that there are no health code or safety violations, inspecting the medication storage area/room, and ensuring that Veterans are provided with 3 meals a day plus snacks, have adequate bedding, and storage for their belongings.

#### **C.4. ADMINISTRATIVE SERVICES: 40% of time does not involve direct service to Veterans**

**C.4.1. Determination of Eligibility:** The contractor is responsible for determining Veteran eligibility for placement into HCHV CERS Bed. A Veteran must be homeless and eligible for VA health care in order to be considered for admission to any CERS Program. Failure to establish eligibility prior to admission may result in denial of payment for services provided to ineligible Veterans.

**C.4.2. Release of Information:** The contractor shall ensure that a signed VA Release of Information (ROI) is obtained for any Veteran being admitted to an HCHV CERS Bed and placed into individual case record.

**C.4.3. Individual Case Records:** The contractor will maintain an individual case record for each referred Veteran. Case records must be maintained in security and confidence as required by the Confidentiality of Alcohol and Drug Abuse Patient Records (42 CFR part II) and the Confidentiality of Certain Medical Records (38 USC 7332), and in accordance with the Health Insurance Portability and Accountability Act (HIPAA: Pub. Law. 104–191). Records should contain at a minimum: Reason for referral; pertinent demographic information; copies of any medical prescriptions/orders issued by physicians; case management/treatment notes; any critical incident reports; and a final summary that include reason(s) for leaving, the Veteran's known future plans, and follow-up locator information, if available.

**C.4.4. Homeless Management Information System (HMIS) Data Reporting:** Veterans served through VA's HCHV CERS program must have client level data entered into the local Community Continuum of Care's (CoC) HMIS. Data entered must include, at a minimum, the Universal Data Elements from the 2010 HMIS Data Standards.

**C.4.5. Daily Census Sign-In Sheet:** The contractor is responsible for collecting Veteran participant signatures on a daily census sign-in sheet to verify attendance in the program. This

information is to be provided to the VA Liaison on a daily basis in order to ensure effective monitoring of bed utilization.

**C.4.6. Incident Reporting:** The contractor shall notify the VA immediately when *any* adverse critical incident involving a Veteran admitted to the program occurs. Critical Incidents shall include:

- Falls
- Elderly/Dependent Adult Abuse or Neglect
- Sexual Assault
- Fire (Veteran Involved)
- Medical or Mental Health Emergency (911 Calls)
- Hospitalization
- Suicidal ideation or attempt
- Homicidal ideation
- Assault (of other residents or Staff)
- Death
- Infectious Control Concerns (Bed Bugs, TB, etc.)
- Observation/ Possession of Weapons

During normal business hours, the identified VA Liaison, HCHV Coordinator or COR should be contacted immediately by phone to report such an incident; if the incident occurs after hours, the local VA Facility Administrator on Duty (AOD) should be notified, also by telephone. A written report to the VA Liaison and/or COR should follow within 24 business hours. The report should list known precipitating factors or triggers. Contractor shall maintain a copy of all critical incident reports in the involved Veteran's individual case record.

**C.4.7. Extension Requests:** The contractor is responsible for ensuring that all requests for extension of services beyond the initially authorized service period of 90 days are reviewed and approved in writing by the VA Liaison (or Social Work Service Contract Coordinator/ COR for requests exceeding six (6) months).

**C.4.8. Satisfaction Surveys:** When requested, the contractor will be responsible for administering, collecting, and delivering to VA Liaison a survey of the Veterans experience in the program.

**C.4.9. Discharge Reporting:** The contractor is responsible for notifying the identified VA Liaison (or designee) within 24 business hrs. that a discharge has occurred, and for providing a written report of discharge that contains the specific data required by the Northeast Program Evaluation Center (NEPEC) for documentation of discharge in the Homeless Operations and Management Evaluation System (HOMES) within 48 business hrs.

## **D. DELIVERABLES**

**D.1. QUALITY CONTROL BUSINESS PLAN:** The contractor shall submit a Quality Control Business Plan that supports the program objectives and associated tasks. The CO shall review and comment as necessary to ensure that contract goals are met.

**D.2. STAFFING AND SERVICE PLAN:** The contractor shall provide a detailed staffing and service plan. Plan should demonstrate that sufficient professional personnel are employed to carry out the policies, responsibilities, and services required under this contract. The Contractor must identify each person functioning as "Key Personnel" under this contract, and provide the VA with a description of the services to be provided by each person. The Contractor shall assign to this contract personnel that by education and/or training (and, when required, certification or licensure) are qualified to provide the services required by this PWS. Contractor may be required

to supply a resume(s) summarizing relevant skills and experience of any/all key personnel upon request. Minimum Key Personnel requirements are as follows:

- D.2.1.** One administrative staff member, or designee of equivalent professional capability (with the authority to make decisions regarding the facility and residents, or with contact information for an offsite administrator in case of emergency), on duty on the premises or providing awake supervision of residents and staff 24 hours a day, 7 days a week.
- D.2.2.** Sufficient case management/counseling personnel to provide direct services to Veteran residents. Case managers should have some training and experience working with homeless individuals; experience working with individuals dealing with chronic medical, mental health and substance abuse problems is highly desirable. Staff working with Veterans should be able to assess, anticipate, and effectively refer Veterans experiencing crises for additional support as appropriate.
- D.2.4.** At least one staff or security member with CPR certification on site and available in an emergency during each shift, 24 hours per day.

The contractor shall provide resumes for any proposed substitutions of key personnel, at least 15 days proposed date of substitution. substitution is to occur. The Contracting Officer shall notify the contractor within fifteen (15) calendar days after receipt of all required information if the VA is able to accept the proposed substitute key personnel. Temporary substitutions of key personnel shall be permitted in accordance with the contractor's contingency plan. The contractor's contingency plan to be utilized if personnel leave contractor's employment or are unable to continue performance in accordance with the terms and conditions of the resulting contract should be submitted to CO as a part of proposal package. The CO is the ultimate authority on acceptable length for temporary substitution of key personnel.

The VA reserves the right to refuse or revoke acceptance of any key personnel if personal or professional conduct, or lack of required skills or experience jeopardizes patient care or interferes with the regular and ordinary operation of the facility and the HCHV CERS Program.

- D.3. DOCUMENTATION OF SUPPORTIVE SERVICES:** The Contractor shall provide written documentation constituted by the individual Veteran case record that verifies the provision of all supportive services required under this contract for each Veteran participant.
- D.4. CARE PLAN:** The written plan of care shall be completed and entered into the individual Veteran case record no later than day 14 days after being admitted to the program.
- D.5. CRITICAL INCIDENT REPORTS:** Written critical incident reports must be submitted to the VA Liaison within 24 business hours (VA Liaison/AOD to be notified immediately or as soon as possible when incidents occur).
- D.6. EXTENSION REQUESTS:** Written requests for extension are due prior to the 90<sup>th</sup> day when it is anticipated the Veteran will require additional time beyond the initially authorized service period, and *prior* to the expiration of the initial and any and all subsequent future extension authorizations.
- D.7. DISCHARGE REPORTS:** The HOMES Exit form shall be completed and submitted to the VA Liaison within 48 business hours (VA Liaison to be notified within 24 hours of discharge).

**D.8. SATISFACTION SURVEYS:** When Veteran Resident surveys are being provided by VA to the program to give to Veterans, completed surveys are to be returned to the VA Liaison at the end of each month.

**D.9. DAILY CENSUS SIGN-IN SHEET:** The daily census sign-in sheet should be provided to the VA Liaison daily; weekend or holiday sign-in sheets are to be provided to the VA Liaison on the next business day.

**D.10. INVOICES:** The monthly invoice is computed at the daily rate multiplied by the total number of beds occupied by Veterans at midnight each night of the given month. Invoices should first be submitted to the VA Liaison for approval and signature by the 5<sup>th</sup> of the month immediately following the billing period in question. Once approved, invoices are to be submitted through the Tungsten Network (Electronic Invoicing System) by the 10<sup>th</sup> of the month immediately following the billing period in question.; all electronic invoices submitted should be accompanied by invoice bearing VA Liaison signature for reference of certifying official. (For additional information, Reference: VAAR 852.273-72 Electronic Submission of Payments pg. 23. and FAR 52.232-33 Payments by Electronic Funds Transfer—System for Award Management pg.27.) .

**D.11. QUARTERLY PERFORMANCE REPORT:** The contractor shall provide the COR with a written report detailing program data and activities on a quarterly basis. The report should contain, at minimum, the following information:

- Total Number of Veterans Served
- Occupancy rate
- Percent of Veterans discharged to independent housing
- Percent of negative discharges (i.e. discharges due to rule violation, failure to comply with program requirements, or unexpected discharges without prior consultation with staff).
- Other information the contractor feels pertinent, such as: quality improvement projects, changes in staffing or business practices, systems or resource concerns, etc.

#### **DELIVERABLE TIME TABLE**

Deliverables	Due Dates
<b>D.1. QUALITY CONTROL BUSINESS PLAN</b>	Due upon solicitation close date
<b>D.2. STAFFING AND SERVICE PLAN</b>	Due upon solicitation close date
<b>D.3. DOCUMENTATION OF SUPPORTIVE SERVICES:</b>	Completed Veteran case record due upon case close out; due to VA upon request only.
<b>D.4. CARE PLAN</b>	Due in Veteran case record by day 14; due to VA upon request
<b>D.5. CRITICAL INCIDENT REPORTS</b>	Due within 24 business hours of a critical adverse event involving a Veteran
<b>D.6. EXTENSION REQUESTS</b>	Due prior to the expiration of any authorized period of service

<b>D.7. DISCHARGE REPORTS</b>	Due within 48 business hours of Veteran discharge
<b>D.8. SATISFACTION SURVEYS</b>	Due at the end of each monthly service period
<b>D.9. DAILY CENSUS SIGN-IN SHEET</b>	Due daily
<b>D.10. INVOICES</b>	Due to VA Liaison by the 5 <sup>th</sup> of the month immediately following the billing period in question; due in Tungsten Network (electronic billing system) by the 10 <sup>th</sup> of the month immediately following the billing period in question.

**Figure D.11.1****E. REFERRALS**

- E.1.** The VA is capable in determining eligibility of Veterans prior to admission to contractor bed for services. The contractor is expected to work with identified VA Liaison or other designees to confirm eligibility; it is understood that payment for Veterans admitted without an initial determination of eligibility may not be authorized if the Veteran is found to be ineligible.
- E.1.2.** A list of authorized VA ordering personnel, including primary identified VA Liaison, shall be made available to the contractor upon award of the contract. VA employees may be added or deleted from this list during the term of the contract at the discretion of VA. The contractor shall not deviate from the list of individuals authorized to approve admissions without an updated list.
- E.1.3.** Referral constitutes authorization of an initial service period of up to 90 days (unless otherwise specified).

**F. ABSENCES AND CANCELLATION**

- F.1.** The Contractor shall notify VAMC of any absences from the facility. Absences of the patient from the facility in excess of forty-eight (48) hours will not be reimbursable except those with the prior approval of the VAMC coordinator. Should a patient referred to a residential treatment facility absent himself/herself in an unauthorized manner, payment for services for that Veteran to the contract facility would be continued for a maximum period of two days provided there is an active outreach attempt on the part of the contractor facility staff to return the Veteran to the residential treatment program and a strong likelihood that the patient will return. Management of Negative Exits will be an element of quality assurance review of this program.
- F.1.1.** The VA will pay per diem up to a maximum of 48 consecutive hours for the unscheduled absence or 96 hours for scheduled absence of a Veteran under the following conditions:
- 1) **Scheduled Absences:** To receive payment, the absence must:
    - a) Be pre-planned, consistent with and support the Veteran's individual service plan, (e.g., family reunification, short term medical, substance use disorder, (SUD), or psychiatric treatment).

- b) Have the reason be documented in the individual Veteran's case file, treatment record, or service plan.
- c) Not result in the bed being filled by the provider
- d) Not be for a break or vacation from treatment.
- e) Not be used for extended educational or employment circumstances.
- f) Not be used to create more than 4 consecutive days of absence.

2) **Unscheduled Absences:** To receive payment for an unscheduled absence:

- a) The provider must have evidence of active outreach to locate and reengage the Veteran and document the steps taken in the Veterans individual case file, treatment record, or service plan.
- b) The provider may not fill the bed.
- c) The Veteran must be discharged from the HCHV/CERS program if not located within 48 hours.

4) **Ineligible Veteran:** When a Veteran is admitted into an HCHV/CERS program and found to be ineligible for HCHV/CERS, VA will pay for a maximum of 4 days from the day of admission to allow the provider and HCHV/CERS liaison time to locate and arrange alternate placement.

**F.2.** The contractor may consider providing an authorized absence (or "pass") for purposes that are expected to further the recovery goals of a Veteran (e.g., job-related absences, family visits, housing searches, medical, etc.). All requests for passes must be documented in writing in the Veterans individual case record. Authorized absences shall not exceed 48 hours in any given month for any single Veteran, unless otherwise approved by contractor *and* VA Liaison.

**F.3.** VA reserves the right to remove any or all Veterans from the facility at any time without additional cost, when it is determined to be in the best interest of the Veteran or VA.

## **G. CONDUCT**

**G.1.** The contractor shall comply with the principles listed in 38 CFR 17.707(b) to provide housing and supportive services in a manner that is free from religious discrimination.

**G.2.** Local law enforcement and/or fire departments should be contacted for assistance and intervention as appropriate and indicated by any given circumstances.

**G.3.** The contractor shall also notify the VA Liaison, AOD, or COR immediately of any high risk situations involving veterans with suicidal and/or homicidal threats or ideation, episodes of physical or sexual violence, sexual activities, safety concerns, or activities involving illegal substances so that appropriate response may be coordinated.

**G.4.** In the event of a medical or psychiatric emergency, it is agreed that every effort will be made to facilitate Veteran access to local VA Medical Center for care. If a VA Medical Center is not available in the vicinity or is otherwise inconveniently located, the Contractor will advise the VA Liaison or AOD of the facility to which the Veteran has been admitted. The Contractor will also be expected to assist Veteran's requiring non-urgent services with accessing appropriate care from a VA or community facility, as appropriate.

## **H. COMPLAINTS**

The identified VA Liaison and the Contracting Officer's Representative (COR) will monitor the services being provided in all HCHV CERS Facilities. The contractor is expected to cooperate with VA Staff and COR by providing information and answering questions in a timely manner when requested. Contractor

shall refer complaints received directly from Veterans to the identified VA Liaison or COR within 48 hours of complaint. All complaints received by the VA Liaison or COR will be immediately forwarded to the contractor and shall be investigated promptly. After investigation and clarification of disposition, the contractor shall respond to the VA Liaison or COR within five (5) working days or less with proposed resolution or plan for corrective action. The CO shall be notified in instances where the proposed course of action or response does not appear sufficient to resolve any given complaint.

## **I. TRAVEL**

The contractor is expected to assist Veterans with arranging local transportation to scheduled meetings and appointments. The contractor is expected to help Veterans understand and learn how to utilize public transportation; this includes providing access to information and clarifying instructions necessary to effectively utilize public transit systems. If contractor and VA staff both determine that public transportation is not available, adequate, or appropriate for any Veteran, the contractor will be expected to assist the Veteran with identifying potential alternative modes of transport, however, under no circumstances is the contractor expected to provide transportation to a Veteran directly.

## **J. FACILITIES**

**J.1. General requirements:** It is the responsibility of the Contractor to properly maintain its facilities and the VA shall have no responsibility for paying or reimbursing the Contractor for such expenses. The contract facility must:

- J.1.1 Have a current occupancy permit issued by the local and state governments in the jurisdiction where the facility is located.
- J.1.2. Be in compliance with existing standards of State safety codes and local, and/or State health and sanitation codes.
- J.1.3. Meet the requirements of the Americans with Disabilities Act (ADA) (Public Law 100-336, 42 USC 12101-12213) pertaining to handicapped accessibility in effect on the date of contract award.
- J.1.4. Where applicable, be licensed under State or local authority.
- J.1.5. Where applicable, be accredited by the State.
- J.1.6. Be equipped with operational air conditioning /heating systems
- J.1.7. Be kept clean free of dirt, grime, mold, or other hazardous substances and damaged noticeably detract from the overall appearance.
- J.1.8. Be equipped with first aid equipment and an evacuation plan in case of emergency.
- J.1.9. Have windows and doors that can be opened and closed in accordance with manufacturer standards.
- J.1.10. Have an aggressive on-going plan to address bed bug infestation. This policy must be a part of your written response to this solicitation. On-going bed bug infestation will be grounds for immediate discharge of Veterans from the facility

**J.2. Fire Safety Requirements:**

**J.2.1.** The building must meet the requirements of the applicable residential occupancy chapters of the current version of NFPA 101, National Fire Protection Association's Life Safety Code. Any equivalencies or variances must be approved by VANCHCS Director

**J.2.2.** Fire exit drills must be held at least quarterly. Residents must be instructed in evacuation procedures when the primary and/or secondary exits are blocked. A written fire plan for evacuation in the event of fire shall be developed and reviewed annually. The plan shall outline the duties, responsibilities and actions to be taken by the staff and residents in the event of a fire emergency. This plan shall be implemented during fire exit drills.

A written policy regarding tobacco smoking in the facility shall be established and enforced.

**J.2.4.** Portable fire extinguishers shall be installed at the facility. Use NFPA 10, Portable Fire Extinguishers, as guidance in selection and location requirements of extinguishers. Requirements for fire protection equipment and systems shall be in accordance with NFPA 101. All fire protection systems and equipment, such as the fire alarm system, smoke detectors, and portable extinguishers, shall be inspected, tested and maintained in accordance with the applicable NFPA fire codes and the results documented.

**J.3 Inspection:** Prior to the award of any contract and annually thereafter during any subsequent contracted performance periods, a multidisciplinary VA team consisting of a social worker, dietitian or nutrition and food service professional, nursing staff, VA Police, and a Safety and Occupational Health Specialist, as well as any other subject matter experts determined necessary by the medical center director, COR, HCHV Coordinator, or VA Liaison, shall conduct a survey of the contractor's facilities to be used to provide Veterans food, shelter, and clinical services to assure the facility provides acceptable level quality care in a safe environment. Additional inspections may also be carried out, announced or unannounced at any other time as deemed necessary by VA, with a minimum of 4 times a year. (See PWS Addendum 2 Copy of Blank Inspection Form)

The contractor will be advised of the findings of the inspection team. If deficiencies are noted during any inspection, the contractor will be given a reasonable amount of time (typically 30 days) to take corrective action and to notify the Contracting Officer that the corrections have been made. A contract will not be awarded until noted deficiencies have been eliminated. Failure by the Contractor to take corrective action within the reasonable time provided will be reported to the VA Contracting Officer. If corrections are not made to the satisfaction of the VA, the Contracting Officer will be notified, and shall be the final arbiter on the necessary resulting consequences and action.

The inspection of the Contractor facilities will include inspection for conformity to the current Life Safety Code as described in paragraph 5, and will also include the following:

**J.3.1.** General observation of residents to determine if they maintain an acceptable level of personal hygiene and grooming.

**J.3.2.** Assessment of whether the facility meets applicable fire, safety and sanitation standards.

**J.3.3.** Determining whether the facility is in attractive surroundings conducive to social interaction and the fullest development of the resident's rehabilitative potential.

**J.3.4.** Observation of facility operations to see if appropriate organized activity programs are available during waking hours (including evenings) and degree to which a high level of activity is observed in the facility, such as individual professional counseling, physical activities, assistance with health and personal hygiene.

**J.3.5.** Seeking evidence of facility-community interaction, demonstrated by the nature of scheduled activities or by information about resident flow out of the facility, e.g., community activities, volunteers, local consumer services, etc. This should include not less than one homeless Veteran or formally homeless Veteran on the board of directors or the equivalent policy making entity. It should also include attempts to involve homeless Veterans through employment, volunteer services, or otherwise in construction, rehabilitation, maintaining, and operation of the program.

**J.3.6.** Observation of staff behavior and interaction with residents to determine if they convey an attitude of genuine concern and caring.

**J.3.7.** Inspecting the types of meals and other nutrition provided to residents to see if appetizing, nutritionally adequate meals are provided in a setting, which encourages social interaction and if nutritious snacks between meals and bedtime are available for those requiring or desiring additional food, when it is not medically contraindicated.

**J.3.8.** Making a spot check of Veterans' records to ensure accuracy with respect to Veterans' length of stay and services provided to the Veterans.

All Department of Veterans Affairs inspection findings for residential facilities furnishing treatment and rehabilitative services to eligible Veterans shall, to the extent necessary, be made available to all government agencies charged with the responsibility of licensing or otherwise regulating or inspecting such institutions.

## **K. CERTIFICATION & ACCREDITATION REQUIREMENTS**

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

### **RECORDS MANAGEMENT OBLIGATIONS**

#### **A. Applicability**

This clause applies to all Contractors whose employees create, work with, or otherwise handle Federal records, as defined in Section B, regardless of the medium in which the record exists.

#### **B. Definitions**

“Federal record” as defined in 44 U.S.C. § 3301, includes all recorded information, regardless of form or characteristics, made or received by a Federal agency under Federal law or in connection with the transaction of public business and preserved or appropriate for preservation by that agency or its legitimate successor as evidence of the organization, functions, policies, decisions, procedures, operations, or other activities of the United States Government or because of the informational value of data in them.

The term Federal record:

1. includes VHA records.
2. does not include personal materials.

3. applies to records created, received, or maintained by Contractors pursuant to their VHA contract.
4. may include deliverables and documentation associated with deliverables.

### C. Requirements

1. Contractor shall comply with all applicable records management laws and regulations, as well as National Archives and Records Administration (NARA) records policies, including but not limited to the Federal Records Act (44 U.S.C. chs. 21, 29, 31, 33), NARA regulations at 36 CFR Chapter XII Subchapter B, and those policies associated with the safeguarding of records covered by the Privacy Act of 1974 (5 U.S.C. 552a). These policies include the preservation of all records, regardless of form or characteristics, mode of transmission, or state of completion.
2. In accordance with 36 CFR 1222.32, all data created for Government use and delivered to, or falling under the legal control of, the Government are Federal records subject to the provisions of 44 U.S.C. chapters 21, 29, 31, and 33, the Freedom of Information Act (FOIA) (5 U.S.C. 552), as amended, and the Privacy Act of 1974 (5 U.S.C. 552a), as amended and must be managed and scheduled for disposition only as permitted by statute or regulation.
3. In accordance with 36 CFR 1222.32, the Contractor shall maintain all records created for Government use or created in the course of performing the contract and/or delivered to, or under the legal control of the Government and must be managed in accordance with Federal law. Electronic records and associated metadata must be accompanied by sufficient technical documentation to permit understanding and use of the records and data.
4. VHA and its contractors are responsible for preventing the alienation or unauthorized destruction of records, including all forms of mutilation. Records may not be removed from the legal custody of VHA or destroyed except in accordance with the provisions of the agency records schedules and with the written concurrence of the Head of the Contracting Activity. Willful and unlawful destruction, damage, or alienation of Federal records is subject to the fines and penalties imposed by 18 U.S.C. 2701. In the event of any unlawful or accidental removal, defacing, alteration, or destruction of records, the Contractor must report to VHA. The agency must report promptly to NARA in accordance with 36 CFR 1230.
5. The Contractor shall immediately notify the appropriate Contracting Officer upon discovery of any inadvertent or unauthorized disclosures of information, data, documentary materials, records, or equipment. Disclosure of non-public information is limited to authorized personnel with a need-to-know as described in the [contract vehicle]. The Contractor shall ensure that the appropriate personnel, administrative, technical, and physical safeguards are established to ensure the security and confidentiality of this information, data, documentary material, records, and/or equipment is properly protected. The Contractor shall not remove material from Government facilities or systems, or facilities or systems operated or maintained on the Government's behalf, without the express written permission of the Head of the Contracting Activity. When information, data, documentary material, records, and/or equipment is no longer required, it shall be returned to VHA control or the Contractor must hold it until otherwise directed. Items returned to the Government shall be hand-carried, mailed, emailed, or securely electronically transmitted to the Contracting Officer or address prescribed in the [contract vehicle]. Destruction of records is EXPRESSLY PROHIBITED unless in accordance with Paragraph (4).
6. The Contractor is required to obtain the Contracting Officer's approval prior to engaging in any contractual relationship (sub-contractor) in support of this contract requiring the disclosure of

information, documentary material, and/or records generated under, or relating to, contracts. The Contractor (and any sub-contractor) is required to abide by Government and VHA guidance for protecting sensitive, proprietary information, classified, and controlled unclassified information.

7. The Contractor shall only use Government IT equipment for purposes specifically tied to or authorized by the contract and in accordance with VHA policy.

8. The Contractor shall not create or maintain any records containing any non-public VHA information that is not specifically tied to or authorized by the contract.

9. The Contractor shall not retain, use, sell, or disseminate copies of any deliverable that contains information covered by the Privacy Act of 1974 or that which is generally protected from public disclosure by an exemption to the Freedom of Information Act.

10. The VHA owns the rights to all data and records produced as part of this contract. All deliverables under the contract are the property of the U.S. Government for which VHA shall have unlimited rights to use, dispose of, or disclose such data contained therein as it determines to be in the public interest. Any Contractor rights in the data or deliverables must be identified as required by FAR 52.227-11 through FAR 52.227-20.

11. Training. All Contractor employees assigned to this contract who create, work with or otherwise handle records are required to take VHA-provided records management training. The Contractor is responsible for confirming training has been completed according to agency policies, including initial training and any annual or refresher training.

[Note: To the extent an agency requires contractors to complete records management training, the agency must provide the training to the contractor.]

#### D. Flow down of requirements to subcontractors

1. The Contractor shall incorporate the substance of this clause, its terms, and requirements including this paragraph, in all subcontracts under this [contract vehicle], and require written subcontractor acknowledgment of same.

2. Violation by a subcontractor of any provision set forth in this clause will be attributed to the Contractor.

### **L. Coronavirus 2 (SARS-CoV-2) Testing Protocol for Veterans in HCHV CRS Programs**

The VA will provide guidance to ensure Veterans in the GPD and HCHV CRS programs receive testing to allow for early identification of Coronavirus Disease of 2019 (COVID-19) cases and mitigate disease outbreaks in these congregate settings.

Homeless and formerly homeless Veterans are uniquely vulnerable to COVID-19 due to their living conditions, advanced average age, and high rate of chronic health problems. With new cases of SARS-CoV-2 occurring daily and the continuous threat of emerging variants, widespread testing is a critically important tool to help reduce the spread of the virus, particularly in high-risk congregate settings such as homeless service sites. In addition, VHA strongly encourages all Veterans and staff to be vaccinated, stay up to date with vaccinations, including recommended boosters, and utilize other prevention strategies such as universal masking in congregate settings, to help protect against COVID-19 and reduce disease transmission.

3. The following guidance from the VA Homeless Programs Office (HPO) was updated January 4<sup>th</sup> 2023, but is subject to change. The COR will provide future VA HPO guidance to the Contractor when made available. The Contractor shall follow the current and future VA HPO guidance. The guidance is provided to ensure Veterans in the HCHV CRS programs receive testing to allow for early identification of COVID-19 cases and mitigate disease outbreaks in these congregate settings. Sites are strongly encouraged to work closely with local and state health departments or utilize other testing resources (e.g., self-tests, also referred to as home tests or over-the-counter tests) to ensure Veterans, frontline staff, and others who are at risk of spreading COVID-19 can be tested.

**Current (1/4/2023) Guidelines for testing Veterans in the GPD and HCHV CRS programs include:**

a. Veterans admitted to the GPD and HCHV CRS programs, regardless of vaccination status, are required to be tested for SARS-CoV-2 by VHA unless other processes are in place such as testing by local or state health departments or self-testing. Testing for current SARS-CoV-2 infection must be conducted no more than 48 hours prior to admission unless the Veteran has recovered from known SARS-CoV-2 infection in the last 90 days and meets the Centers for Disease Control and Prevention (CDC) criteria for ending isolation in a homeless service site.

i. Current (Nov 29<sup>th</sup> 2022) CDC updates state that “Either a NAAT (molecular) or antigen test may be used to determine if isolation can be shortened to 7 days. If using a NAAT, a single test must be obtained within 48 hours prior to returning to work (for staff) or ending isolation (for residents). If using an antigen test, two negative tests must be obtained, one no sooner than day 5 and the second 48 hours later.”

b. When any positive SARS-CoV-2 case is identified at a GPD or HCHV CRS site, viral testing is required of all Veterans who have been exposed, regardless of vaccination status. If local testing supplies are inadequate to meet the testing requirements laid out in this memo, VISN leadership must identify and transfer enough supplies to conduct the level of testing indicated.

c. Entry to the HCHV CRS programs cannot be limited based on positive test results. Sites must utilize the Options for Social Isolation Under the COVID-19 National Emergency: Guidance for HCHV CRS during the Public Health Emergency (PHE) to identify housing options and the CDC strategies for ending isolation in a homeless service site, both cited above. (See “g” below)

d. Any Veteran without symptoms who declines testing must wear a mask for 10 days (i.e., quarantine period) while indoors and limit movement throughout the facility. Because of the potential for rapid transmission of SARS-CoV-2 in congregate settings, facilities may prefer to implement additional quarantine protocols as described in CDC guidance for homeless service sites.

e. Any Veteran who declines testing with symptoms must not be placed in a congregate setting but instead isolated until able to meet the CDC criteria for ending isolation in a homeless service site (See “a. i” above). Veterans who show COVID-19 symptoms at admission or any time during enrollment in the HCHV CRS programs must isolate themselves from others, be tested for SARS-CoV-2, and potentially medically evaluated based on disease severity.

f. Every VA Medical Center (VAMC) is encouraged to develop a testing strategy to meet all testing needs of Veterans in the HCHV CRS programs as described above. Additional recommendations to consider when testing include:

- i. Utilizing homeless program staff who are accustomed to working with Veterans experiencing homelessness in coordination with clinical staff to assist with notifying site staff, Veterans, and facilities of any positive test results and potential exposures.
  - ii. Routine (i.e., universal or widespread) viral testing is recommended for Veterans already enrolled in the HCHV CRS programs when there is high community transmission (see [COVID-19 by County | CDC](#)) based on CDC criteria to identify infections early and avoid rapid spread of infection that could result in significant adverse effects for vulnerable Veterans residing in congregate settings.
  - iii. Coordinate routine testing at GPD and HCHV CRS sites when possible where VAMC staff come to facilities to perform SARS-CoV-2 testing rather than transporting Veterans to the local VAMC to reduce the chance of disease transmission and to increase access.
  - iv. Conduct routine testing events on weekends rather than weekdays to enhance access to testing for Veterans who may lack transportation or work primarily during the weekdays.
  - v. Utilize staff from the Homeless-Patient Aligned Care Team or H-PACT special population PACT for testing when possible.
  - vi. Coordinate with VAMC COVID-19 vaccine teams to facilitate vaccinations to Veterans.
- g. Sites are required to have processes in place to ensure available housing options for isolation and quarantine to mitigate any gaps in housing and related resources by utilizing the Options for Social Isolation Under the COVID-19 National Emergency: Guidance for HCHV CRS during the PHE:

Isolation Option 1: CRS Provider has space at existing location

- Provider is proposing to use additional space within their current site (second floor unoccupied space or staff office that has now been turned into isolation area).
- The site has been inspected; HCHV Liaison should ensure the contract Contracting Officer's Representative (COR) and CO are aware and the liaison and provider should maintain local records.

Isolation Option 2: CRS Provider does not have space at existing location

- Provider proposes a new site that is not currently a site include in their contract, but that their agency has access to.
- HCHV Liaison and/or COR request that the CO completes an expeditious contract modification with the knowledge that the provider is willing to do so.
- HCHV Program Office guidance regarding modified inspection process may be used to facilitate rapid movement of Veterans with the agreement of the CO.
  - o Inspections may be conducted virtually, as applicable and acceptable to the CO, using video. The inspector and VAMC Director must still sign the inspection package.
  - o If the site was previously inspected and approved within the last 12 months for GPD, this inspection will be accepted for temporary placement of Veterans in HCHV CRS, with approval of the CO.

Isolation Option 3: Use of another HCHV CRS facility

- CRS Provider does not have space, but another existing HCHV CRS Provider does and is willing to take the Veteran.
- The Veteran can be transferred to that location with discharge from the current HCHV CRS program and admission to the new HCHV CRS program.

- No inspection needed because site was already inspected as an existing HCHV CRS Provider. 3 | Page

Isolation Option 4: Use of local hotel/motel room

- Veterans may be placed in a hotel/motel room for COVID-19-related reasons, including facilitating isolation, quarantine, social distancing efforts, and/or controlling an outbreak. Time-limited use of hotels/motels may occur during the pandemic to facilitate rapid movement of Veterans into safe locations.
- The HCHV Liaison and/or the COR request that the Contracting Officer complete an expeditious review and required contract modification with the knowledge that the provider has a plan to utilize this quarantine/isolation option.
  - o In order to use hotel/motel space for this purpose, the provider must have a plan to check on the Veteran daily (remote contact allowed) for wellness checks and supportive services and to facilitate meals.
  - o Veterans in hotels/motels are required to be counted in the monthly census and providers may not exceed their authorized number of beds. Providers may bill at their authorized per diem rate for the bed days of care provided.

Sites are also encouraged to review the CDC list of Symptoms of COVID-19 and specifically guidance on when to seek emergency medical attention.

## SECTION C - CONTRACT CLAUSES

### C.1 52.212-4 CONTRACT TERMS AND CONDITIONS—COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (NOV 2021)

(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. 2409 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)

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

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

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

#### **C.2 52.216-18 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 the first day of the ordering period through the last day of the ordering period.

(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 cost of one bed one veteran one day, 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 \$500,000.00;

(2) Any order for a combination of items in excess of \$6,000,000.00; or

(3) A series of orders from the same ordering office within 120 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 15 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 the end of the ordering period..

(End of Clause)

### **C.5 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 before contract expiration.

(End of Clause)

### **C.6 52.232-19 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR (APR 1984)**

Funds are not presently available for performance under this contract beyond 09/30/2023. The Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond 09/30/2023, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

(End of Clause)

### **C.7 VAAR 852.212-70 PROVISIONS AND CLAUSES APPLICABLE TO VA ACQUISITION OF COMMERCIAL ITEMS (APR 2020)**

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

852.203–70, Commercial Advertising.

852.209–70, Organizational Conflicts of Interest.

852.211–70, Equipment Operation and Maintenance Manuals.

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

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

852.214–73, Alternate Packaging and Packing.

- 852.214–74, Marking of Bid Samples.
- 852.215–70, Service-Disabled Veteran-Owned and Veteran-Owned Small Business Evaluation Factors.
- 852.215–71, Evaluation Factor Commitments.
- 852.216–71, Economic Price Adjustment of Contract Price(s) Based on a Price Index.
- 852.216–72, Proportional Economic Price Adjustment of Contract Price(s) Based on a Price Index.
- 852.216–73, Economic Price Adjustment—State Nursing Home Care for Veterans.
- 852.216–74, Economic Price Adjustment—Medicaid Labor Rates.
- 852.216–75, Economic Price Adjustment—Fuel Surcharge.
- 852.219–9, VA Small Business Subcontracting Plan Minimum Requirements.
- 852.219–10, VA Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside.
- 852.219–11, VA Notice of Total Veteran-Owned Small Business Set-Aside.
- 852.222–70, Contract Work Hours and Safety Standards—Nursing Home Care for Veterans.
- 852.228–70, Bond Premium Adjustment.
- 852.228–71, Indemnification and Insurance.
- 852.228–72, Assisting Service-Disabled Veteran-Owned and Veteran-Owned Small Businesses in Obtaining Bonds.
- 852.232–72, Electronic Submission of Payment Requests.
- 852.233–70, Protest Content/Alternative Dispute Resolution.
- 852.233–71, Alternate Protest Procedure.
- 852.237–70, Indemnification and Medical Liability Insurance.
- 852.246–71, Rejected Goods.
- 852.246–72, Frozen Processed Foods.
- 852.246–73, Noncompliance with Packaging, Packing, and/or Marking Requirements.
- 852.270–1, Representatives of Contracting Officers.
- 852.271–72, Time Spent by Counselee in Counseling Process.
- 852.271–73, Use and Publication of Counseling Results.
- 852.271–74, Inspection.
- 852.271–75, Extension of Contract Period.

852.273–70, Late Offers.

852.273–71, Alternative Negotiation Techniques.

852.273–72, Alternative Evaluation.

852.273–73, Evaluation—Health-Care Resources.

852.273–74, Award without Exchanges.

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

852.237–74, Nondiscrimination in Service Delivery.

(End of Clause)

## **C.8 VAAR 852.219-75 SUBCONTRACTING COMMITMENTS MONITORING AND COMPLIANCE (JUL 2018)**

(a) This solicitation includes the clause: 852.215-70 Service-disabled veteran-owned and veteran-owned small business evaluation factors. Accordingly, any contract resulting from this solicitation will include the clause 852.215-71 Evaluation factor commitments.

(b) The Contractor is advised that in performing contract administration functions, the Contracting Officer may use the services of a support contractor(s) to assist in assessing Contractor compliance with the subcontracting commitments incorporated into the contract. To that end, the support contractor(s) may require access to the Contractor's business records or other proprietary data to review such business records regarding contract compliance with this requirement.

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

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

(End of Clause)

## **C.9 VAAR 852.242-71 ADMINISTRATIVE CONTRACTING OFFICER (OCT 2020)**

The Contracting Officer reserves the right to designate an Administrative Contracting Officer (ACO) for the purpose of performing certain tasks/duties in the administration of the contract. Such designation will

be in writing through an ACO Letter of Delegation and will identify the responsibilities and limitations of the ACO. A copy of the ACO Letter of Delegation will be furnished to the Contractor.

(End of Clause)

### **C.10 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):

<http://www.acquisition.gov/far/index.html>

<http://www.va.gov/oal/library/vaar/>

(End of Clause)

<b><u>FAR</u> <u>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 WHISTLEBLOWER 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
52.224-1	PRIVACY ACT NOTIFICATION	APR 1984
52.224-2	PRIVACY ACT	APR 1984
52.232-40	PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS	NOV 2021

(End of Addendum to 52.212-4)

### **C.11 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS—COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (MAY 2022) (JUL 2020) (DEVIATION)**

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

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

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

(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. 2402).

(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).

(8) 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).

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

(10) [Reserved]

(11) 52.219–3, Notice of HUBZone Set-Aside or Sole-Source Award (SEP 2021) (15 U.S.C. 657a).

(12) 52.219–4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (SEP 2021) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

(13) [Reserved]

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

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

- (15)(i) 52.219-7, Notice of Partial Small Business Set-Aside (NOV 2020) (15 U.S.C. 644).
- (ii) Alternate I (MAR 2020) of 52.219-7.
- (16) 52.219-8, Utilization of Small Business Concerns (Oct 2018) (15 U.S.C. 637(d)(2) and (3)).
- (17)(i) 52.219-9, Small Business Subcontracting Plan (NOV 2021) (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.
- (18)(i) 52.219-13, Notice of Set-Aside of Orders (MAR 2020) (15 U.S.C. 644(r)).
- (ii) Alternate I (MAR 2020) of 52.219-13.
- (19) 52.219-14, Limitations on Subcontracting (SEP 2021) (15 U.S.C. 657s).
- (20) 52.219-16, Liquidated Damages—Subcontracting Plan (SEP 2021) (15 U.S.C. 637(d)(4)(F)(i)).
- (21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (SEP 2021) (15 U.S.C. 657f).
- (22) (i) 52.219-28, Post-Award Small Business Program Rerepresentation (SEP 2021) (15 U.S.C. 632(a)(2)).
- (ii) Alternate I (MAR 2020) of 52.219-28.
- (23) 52.219-29, Notice of Set-Aside for, or Sole-Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (SEP 2021) (15 U.S.C. 637(m)).
- (24) 52.219-30, Notice of Set-Aside for, or Sole-Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (SEP 2021) (15 U.S.C. 637(m)).
- (25) 52.219-32, Orders Issued Directly Under Small Business Reserves (MAR 2020) (15 U.S.C. 644(r)).
- (26) 52.219-33, Nonmanufacturer Rule (SEP 2021) (15 U.S.C. 657s).
- (27) 52.222-3, Convict Labor (June 2003) (E.O. 11755).
- (28) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (JUL 2020) (DEVIATION) (E.O. 13126).
- (29) 52.222-21, Prohibition of Segregated Facilities (APR 2015).
- (30)(i) 52.222-26, Equal Opportunity (SEP 2016) (E.O. 11246).
- (ii) Alternate I (FEB 1999) of 52.222-26.

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

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

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

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

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

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

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

(36) 52.222-54, Employment Eligibility Verification (MAY 2022). (E. O. 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial products or commercial services as prescribed in FAR 22.1803.)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(49)(i) 52.225-3, Buy American—Free Trade Agreements—Israeli Trade Act (JUL 2020) (DEVIATION) (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), Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).

(ii) Alternate II (JUL 2020) (DEVIATION) of 52.225-3.

(iii) Alternate III (JUL 2020) (DEVIATION) of 52.225-3.

(50) 52.225–5, Trade Agreements (JUL 2020) (DEVIATION) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

(51) 52.225-13, Restrictions on Certain Foreign Purchases (FEB 2021) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

(52) 52.225–26, Contractors Performing Private Security Functions Outside the United States (OCT 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

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

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

(55) 52.229–12, Tax on Certain Foreign Procurements (FEB 2021).

(56) 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. 2307(f)).

(57) 52.232-30, Installment Payments for Commercial Products and Commercial Services (NOV 2021) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

(58) 52.232-33, Payment by Electronic Funds Transfer—System for Award Management (Oct 2018) (31 U.S.C. 3332).

(59) 52.232-34, Payment by Electronic Funds Transfer—Other than System for Award Management (Jul 2013) (31 U.S.C. 3332).

(60) 52.232-40, Providing Accelerated Payments to Small Business Subcontractors (DEC 2013) (DEVIATION AUG 2020) (31 U.S.C. 3903 and 10 U.S.C 2307).

(61) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).

(62) 52.242-5, Payments to Small Business Subcontractors (JAN 2017)(15 U.S.C. 637(d)(13)).

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

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

(iii) Alternate II (NOV 2021) of 52.247-64.

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

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

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

Employee Class	Monetary Wage-Fringe Benefits
Desk Clerk	GS-4
Accounting Clerk	GS-3
Secretary	G-4
Janitor	WG-2

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

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

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

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

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

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

(9) 52.226–6, Promoting Excess Food Donation to Nonprofit Organizations (JUN 2020) (42 U.S.C. 1792).

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

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

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

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

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

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

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

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

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

(v) 52.219–8, Utilization of Small Business Concerns (Oct 2018) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds the applicable threshold specified in FAR 19.702(a) on the date of subcontract award, the subcontractor must include 52.219–8 in lower tier subcontracts that offer subcontracting opportunities.

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

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

- (viii) 52.222–35, Equal Opportunity for Veterans (JUN 2020) (38 U.S.C. 4212).
- (ix) 52.222–36, Equal Opportunity for Workers with Disabilities (JUN 2020) (29 U.S.C. 793).
- (x) 52.222–37, Employment Reports on Veterans (JUN 2020) (38 U.S.C. 4212).
- (xi) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.
- (xii) 52.222-41, Service Contract Labor Standards (AUG 2018) (41 U.S.C. chapter 67).
- (xiii)(A) 52.222-50, Combating Trafficking in Persons (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).
- (xiv) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements (MAY 2014) (41 U.S.C. chapter 67).
- (xv) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services—Requirements (MAY 2014) (41 U.S.C. chapter 67).
- (xvi) 52.222-54, Employment Eligibility Verification (MAY 2022) (E. O. 12989).
- (xvii) 52.222-55, Minimum Wages for Contractor Workers Under Executive Order 14026 (JAN 2022).
- (xviii) 52.222-62 Paid Sick Leave Under Executive Order 13706 (JAN 2022) (E.O. 13706).
- (xix)(A) 52.224-3, Privacy Training (JAN 2017) (5 U.S.C. 552a).
  - (B) Alternate I (JAN 2017) of 52.224-3.
- (xx) 52.225–26, Contractors Performing Private Security Functions Outside the United States (OCT 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).
- (xxi) 52.226–6, Promoting Excess Food Donation to Nonprofit Organizations (JUN 2020) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.
- (xxii) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (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**

Attachment 1 - Wage Determination 1995-0573 Rev 52 12.27.22.

Attachment 2 - QASP .

## SECTION E - SOLICITATION PROVISIONS

### ADDENDUM to FAR 52.212-1 INSTRUCTIONS TO OFFERORS—COMMERCIAL ITEMS

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

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

The following paragraphs of 52.212-1 are amended as indicated below:

1. Paragraph (a), North American Industry Classification System (NAICS) code and small business size standard.  
**The NAICS codes for this acquisition are 624221 and the size standard is \$12M.**
2. Paragraph (b), Submission of Offers.  
**See below for submission instructions. Faxed or mailed offers are not authorized for this solicitation.**
3. Paragraph (c), Period of Acceptance of Offers, is revised as follows:  
**Period of acceptance is 120 calendar days.**

#### **Submission of Quote**

1. Quote Submission: Electronic Submissions: Vendors can email their Quotes to Maricela Berrones-Gauger Maricela.berrones-gauer@va.gov later than **February 17<sup>th</sup>, 2023 at 3:00 PM PST** and must have the solicitation number indicated in the Subject line. Files must be readable using Microsoft Office 2007: Word, Excel, PowerPoint, or Access. Files in Adobe\* PDF Files, when scanning documents, scanner resolution should be set at least 200 dots per inch (dpi). Note that zip files are not acceptable. **Each Volume must be sent in a separate email to avoid rejection due to size limitations. Late offers will not be accepted.**
2. Quote Preparation Instructions:
  - a. Vendors must be registered in the System Award Management (SAM) and have a UEI (Unique Entity Identifier) number.
  - b. Timeliness. Make note of the solicitation closing date and time listed on the first page of the solicitation.
3. The following volumes are required to be fully completed and submitted as part of an offeror's quote:
  - a. Volume 1: Technical
    - i. Offeror's Capability:

- 1) Location: Has the residential facility been in Sacramento County at least one year servicing homeless in this area. Please see list of acceptable zip codes in PWS addendum 1. The facility that would shelter Veterans would be required to be in one of these zip codes.
- 2) Location/Transportation: Is the residential facility close to public transportation or would arrangements be made to help the Veteran access public transportation.
- 3) One year past experience providing case management services, working with Veterans and Veteran issues.
- 4) Experience providing temporary residential services for a 90-day stay or longer for an individual, three meals a day, providing case management support for improving income and identifying long-term housing.
- 5) Understanding of the PWS and the written plan to meet goals of PWS.
- 6) Rate/Cost per night of care. The vender understands they will not be paid for beds not utilized by Veterans.
- 7) Staffing: 24 hour staff, how many clinical and non-clinical staff per resident are present during different times of the day.
- 8) Size of facility and number of beds per room.
- 9) The facility provides ADA access and supports homeless individuals with co-occurring disorders.
- 10) Must be able to accept homeless Veterans on by date of Award. Must pass facility safety inspections before award.

b. Volume 2: Past Performance

- i. Vendor shall provide sufficient data showing they have previously performed the required services identified in the Performance Work Statement (PWS). To include contract number, duration and dollar amount of contract, services provided, POC name, email and phone number.
- ii. The Government may, at its sole discretion, waive the timeliness requirements for late past performance references. The Government may contact the vendors references to verify data.

c. Volume 3: Socio-Economic Status

- i. Indicate if you are a VetCert verified SDVOSB/VOSB.

d. Volume 4: Price

- i. Standard Form 1449 shall be submitted fully completed with a wet signature.
- ii. Standard Form 30 (if applicable) shall be submitted with your solicitation.
- iii. Section B.3 Schedule of Price and Services shall be submitted fully completed and error free.
- iv. FAR 52.212-3 Offerors Representations and Certifications (Reps & Certs), FAR 52.209-5 Certification Regarding Responsibility Matters, and FAR52.209-7 Information Regarding Responsibility Matters.

## **E.1 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)

<b><u>FAR</u></b> <b><u>Number</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
52.212-1	INSTRUCTIONS TO OFFERORS—COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES	NOV 2021

## **E.2 52.204-24 REPRESENTATION REGARDING CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (NOV 2021)**

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

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

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

(b) *Prohibition.* (1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115–232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a

substantial or essential component of any system, or as critical technology as part of any system. Nothing in the prohibition shall be construed to—

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

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

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115–232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract or extending or renewing a contract with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract. Nothing in the prohibition shall be construed to—

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

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

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

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

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

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

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

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

(i) For covered equipment—

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

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

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

(ii) For covered services—

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

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

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

(i) For covered equipment—

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

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

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

(ii) For covered services—

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

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

(End of Provision)

### **E.3 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.4 52.216-1 TYPE OF CONTRACT (APR 1984)**

The Government contemplates award of an Indefinite Delivery contract resulting from this solicitation.

(End of Provision)

#### **E.5 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:

Joleo Dianala

Joleo.Dianala@va.gov  
Hand-Carried Address:

Department of Veterans Affairs

Acquisition Operations Service (049A3)

810 Vermont Avenue, NW  
Washington DC 20420  
Mailing Address:

Department of Veteran Affairs

Acquisition Operations Services (049A3)

810 Vermont Ave, NW  
Washington DC 20420

(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)

(End of Addendum to 52.212-1)

## E.6 VAAR 852.215-72 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 resolicit for an additional period of at least 30 days in accordance with 815.370–2.

(End of Provision)

## E.7 VAAR 852.273-73 EVALUATION - HEALTH-CARE RESOURCES (JAN 2003)

- (a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer, conforming to the solicitation, will be most advantageous to the Government, price and other factors considered. The following information or factors shall be used to evaluate offers: **In accordance with FAR 13.106-2(b)(3), the quotes will undergo a comparative evaluation to determine which vendor provides the best value to the government in terms of the information provided in response to the non-priced factors while also providing a competitive price. Moreover, the Government is not assigning weight to the factors or listing them in any particular order.**

**NOTE:** Please carefully read the submission instructions in Addendum at FAR 52.212-1 Instructions before submitting quotes.

The following factors shall be used to evaluate offers:

**1. Volume 1 – Technical:**

The government will consider the technical capability of the proposed service plan and confirming all required capabilities, methods, and practices as defined in the Addendum to 52.212-1. The government will also review how a facility's services offered are consistent with the terms and conditions listed within the Performance Work Statement (PWS).

**2. Volume 2 – Past Performance:**

The past performance evaluation assesses the level of expectation the Government has in an offeror's ability to meet the requirements of the solicitation, based on a demonstrated record of performance. In addition the Government may also consider any other information available to it including Contractor Performance Assessment Reports (CPARS), Federal Awardee Integrity Information System (FAPIIS), System for Award Management (SAM), Past Performance Information Retrieval System (PPIRS), and any other sources of information. Vendors who have a superior performance records will be rated more favorably than those with less than superior performance. In conducting the past performance evaluation, the Government reserves the right to use the Contracting Officer's knowledge of and previous experience with this requirement.

**3. Volume 3 – Socio-Economic Status:**

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

4. **Volume 4 – Price:**

The quote should contain the vendor’s best terms from a price standpoint. The Government will evaluate quotes for award purposes by adding the total price for all contract line items, including ordering periods, for a total price.

- (b) Except when it is determined not to be in the Government's best interest, the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are materially unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s).

**The evaluation will also consider the possibility that FAR 52.217-8 Option to Extend Services can be exercised at any time and can be exercised in increments of one to six months, but for no more than a total of six months during the life of the contract. The evaluation will assume that the prices exercised under FAR 52.217-8 will be at the same rates as those in effect under the contract at the time the option is exercised. This evaluation will not obligate the Government to exercise any option under FAR 52.217-8.**

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

(End of Provision)

## **E.8 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 joint 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

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[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)