

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES				1. REQUISITION NO.	PAGE 1 OF 81	
OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30						
2. CONTRACT NO.	3. AWARD/EFFECTIVE DATE	4. ORDER NO.	5. SOLICITATION NUMBER	6. SOLICITATION ISSUE DATE		
			36C26123Q0550	08-09-2023		
7. FOR SOLICITATION INFORMATION CALL:	a. NAME Joshua Barrios		b. TELEPHONE NO. (No Collect Calls) 916-923-4559	8. OFFER DUE DATE/LOCAL TIME 08-25-2023 15:00 PDT		
9. ISSUED BY Department of Veterans Affairs VA Sierra Pacific Network (VISN 21) Network Contracting Office (NCO) 21 3237 Peacekeeper Way, Bldg 200 Suite 204 McClellan CA 95652			10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE: _____ % FOR: <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> 8(A)	<input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM NAICS: 623220 <input type="checkbox"/> EDWOSB SIZE STANDARD: \$19 Million		
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		
15. DELIVER TO Please reference the Performance Work Statement (PWS).			16. ADMINISTERED BY Department of Veterans Affairs VA Sierra Pacific Network (VISN 21) Network Contracting Office (NCO) 21 3237 Peacekeeper Way, Bldg 200 Suite 204 McClellan CA 95652			
17a. CONTRACTOR/OFFEROR	CODE	FACILITY CODE	18a. PAYMENT WILL BE MADE BY Department of Veterans Affairs FMS VA-9(101) Financial Services Center PO Box 149971 Austin TX 78714-9971 PHONE: FAX:			
TELEPHONE NO.	UEI:	EFT:	18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM			
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER						
19. ITEM NO.	20. See CONTINUATION Page SCHEDULE OF SUPPLIES/SERVICES		21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	This is a request for quote to provide emergency residential services for homeless veterans in Accordance with the Performance Work Statement (PWS) contained herein. Please refer to the Addendum to FAR 52.212-1, Instructions to Offerors, and VAAR 852.273-73 for details on how to respond. IDIQ Period of Performance: 10/01/2023 - 09/30/2028 Ordering Period One: 10/01/2023 - 09/30/2024 Ordering Period Two: 10/01/2024 - 09/30/2025 Ordering Period Three: 10/01/2025 - 09/30/2026 Ordering Period Four: 10/01/2026 - 09/30/2027 Ordering Period Five: 10/01/2027 - 09/30/2028 Questions regarding this RFQ are due 08/18/2023 by 3:00 pm PDT. Questions and quotes shall be submitted by email only to joshua.barrios@va.gov. (Use Reverse and/or Attach Additional Sheets as Necessary)					
25. ACCOUNTING AND APPROPRIATION DATA See CONTINUATION Page			26. TOTAL AWARD AMOUNT (For Govt. Use Only)			
<input checked="" 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:			
30a. SIGNATURE OF OFFEROR/CONTRACTOR			31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)			
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)	30c. DATE SIGNED	31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) Larry Facio CONTRACTING OFFICER		31c. DATE SIGNED		

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SECTION B - CONTINUATION OF SF 1449 BLOCKS

B.1 CONTRACT ADMINISTRATION DATA

(continuation from Standard Form 1449, block 18A.)

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

a. CONTRACTOR: TBD

b. GOVERNMENT: Contracting Officer Larry Facio
Department of Veterans Affairs
Network Contracting Office (NCO) 21
3237 Peacekeeper Way, Bldg 200 Suite 204
McClellan CA 95652

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

52.232-36, Payment by Third Party

3. INVOICES: Invoices shall be submitted in arrears:

a. Quarterly

b. Semi-Annually

c. Other Monthly

4. GOVERNMENT INVOICE ADDRESS: **See PWS Section 7.12.** Invoices will be electronically submitted to the Tungsten website at <http://www.tungsten-network.com/US/en/veterans-affairs/>. Tungsten direct vendor support number is 877-489-6135 for VA contracts. The VA-FSC pays all associated transaction fees for VA orders. During Implementation (technical set-up) Tungsten will confirm your Tax Payer ID Number with the VA-FSC. This process can take up to 5 business days to complete to ensure your invoice is automatically routed to your Certifying Official for approval and payment. In order to successfully submit an invoice to VA-FSC please review "Instructions for invoice entry" within *Useful information & downloads* on the Tungsten Website. All invoices submitted through Tungsten to the VA-FSC should mirror your current submission of Invoice. Clarification of additional requirements should be confirmed with your Certifying Official (your CO or buyer). The VA-FSC requires specific information in compliance with the Prompt Pay Act and Business Requirements. Please contact Tungsten at the phone number or email address listed below to begin submitting your electronic invoices to the VA Financial Services Center for payment processing, free of charge. If you have questions about the e-invoicing program or Tungsten, please contact the FSC at the phone number or email address listed below:

Tungsten Support

Phone: 1-877-489-6135

Website: <http://www.tungsten-network.com/US/en/veterans-affairs/>
Tungsten e-Invoice email: VA.Registration@Tungsten-Network.com

Department of Veterans Affairs Financial Service Center

Phone: 1-877-353-9791 Email: vafscshd@va.gov

More information on the VA Financial Services Center is available at
<http://www.fsc.va.gov/invoice.asp>

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

AMENDMENT NO.	DATE

B.2 PERFORMANCE WORK STATEMENT

VASNHCS PERFORMANCE WORK STATEMENT CONTRACT EMERGENCY RESIDENTIAL SERVICES BEDS

1. BACKGROUND

- 1.1. Ending homelessness among Veterans by 2015 was established as a national priority by the Department of Veterans Affairs Secretary, Eric Shinseki, 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. Ending Veteran Homelessness continues to be a Strategic Objective Performance Goal of VA's FY 2018-2024 Strategic Plan,
- 1.2. 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. The central goal of HCHV programs is to reduce homelessness among Veterans by conducting street outreach to Veterans who are homeless or experiencing housing instability and need case management assistance to end their homelessness and connect to community-based and VA-supported housing services, VA health care, and other supportive services. In addition to outreach services, HCHV programs provide care, treatment, and rehabilitative services, including case management and therapeutic transitional housing assistance by contracting with community providers. HCHV Contract Emergency Residential Services (HCHV CERS) programs promote an environment that maintains the wellbeing and safety of enrolled Veterans and offers Veterans supportive services that assist them with transitioning from the streets or shelters and living successfully in housing.

2. PROGRAM DESCRIPTION

- 2.1. The HCHV CERS Program provides short-term residential care and treatment to eligible Veterans who need immediate housing placement as they seek permanent housing and/or additional care and services. The purpose of this solicitation is to obtain offers from Contractors who can provide a means of removing homeless Veterans from the street or other habitation unfit for humans and placing them in community-based, residential environments with sufficient supportive services to meet their basic needs and ultimately facilitate improvement of their overall health status and housing situation.

2.2. HCHV CERS Program Characteristics:

- 2.2.1. Offers residential programming located within the City and County of Reno, NV or City and County of Carson City with easy access by public transportation to Reno VA Health Care for Homeless Veterans Clinic (350 Capitol Hill, Reno, NV 89502) and/or Reno VA Medical Center (975 Kirman Ave, Reno, NV 89502)
- 2.2.2. Covers up to a total of five years that includes one 12-month Base Year and four additional 12-month Option Years

- 2.2.3.** Targets and prioritizes homeless Veterans who are eligible for VA health care and are transitioning from literal street homelessness, Veterans being discharged from institutions who are homeless, including those in need of medical respite or recuperative care, and Veterans who recently became homeless and require safe and stable living arrangements while they seek permanent housing
- 2.2.4.** Has capacity to serve at least five (5) up to twenty (20) Veterans identifying as men, women, and/or non-binary.
- 2.2.5.** Lengths of Stay typically range from 30 to 90 days with the option to extend based on clinical need
- 2.2.6.** Seeks to reduce barriers to immediate placement and accommodates same day admissions
- 2.2.7.** Does not deny entry to HCHV CERS Program based solely upon:
 - 2.2.7.1.** Length of current abstinence from alcohol or non-prescribed controlled substances
 - 2.2.7.2.** Diagnosis
 - 2.2.7.3.** Number of previous treatment episodes
 - 2.2.7.4.** Time interval since the last program entry
 - 2.2.7.5.** Use of prescribed controlled substances including but not limited to prescribed FDA-approved medications such as methadone or buprenorphine for SUD treatment
 - 2.2.7.6.** Legal history
- 2.2.8.** Considers each of the special circumstances above during the screening process and makes an admissions determination based on whether the individual Veteran's needs can be met while maintaining the program's safety, security, and integrity
- 2.2.9.** Provides safe, secure housing as well as supportive services including but not limited to assistance in securing permanent housing, vocational assistance, including mentoring and coaching as well as job placement, income assistance and financial planning, linkage to health care, moderation of substance use, and social and recreational activities
- 2.2.10.** Veterans are expected to meaningfully engage with their case managers and in available programming. Contractor is expected to actively engage Veterans in services from time of admission to time of discharge through outreach efforts, rapport-building, and Veteran-centered SMART goals. Engagement in services and the extent to which engagement is needed may look different from one individual Veteran to another.
- 2.2.11.** Emphasis is placed on achieving placement in permanent housing at the time of program exit and on reducing negative exits due to rule violations or other avoidable circumstances

2.3. House Rules and Expectations

2.3.1. Rules focus on staff and resident safety:

2.3.1.1. No buying or selling of alcohol or drugs in the facility

2.3.1.2. No dealing or use of illicit drugs in the facility

2.3.1.3. No sexual activity between residents

2.3.1.4. No violence or threats of violence

2.3.1.5. Honor nightly curfew

2.3.2. 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.

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

2.3.4. It is essential that Veterans permit communication between VA and Contractor through an appropriate Release of Information (ROI) to ensure safe and effective treatment of each Veteran. Veterans who refuse to allow this communication about their treatment needs and ongoing care will need to receive services elsewhere.

2.4. Admission Practices

2.4.1. Contractor will assist Veterans with admission forms and eligibility determination with VA.

2.4.2. Contractor works to reduce barriers to admission and demonstrate flexibility with admission processes by:

2.4.2.1. Accepting referrals and admissions Monday – Friday, 8AM-4PM and, whenever possible, up to 24 hours a day, 7 days a week including weekends and holidays.

2.4.2.2. Making reasonable efforts to admit Veterans immediately when there is a vacancy in the program especially prior to a weekend or holiday if/when there is no option to admit over the weekend or holiday and Veteran has no alternative to staying on the streets.

2.4.2.3. Accommodating same-day admissions when there are vacancies in the program. If Contractor is unable to accommodate a same-day admission when there is a vacancy in the program, Contractor will provide written explanation with reason for delay to VA Liaison, COR, and/or designee.

2.4.2.4. Supporting Veterans in follow through with obtaining tuberculosis (TB) clearance within 10 working days of admission if TB clearance results are not available at the time of referral. Veterans shall be screened for TB via PPD

or QuantiFERON or chest x-ray and shall not be admitted if exhibiting any signs or symptoms of active TB.

2.5. Admission Criteria

2.5.1. To be eligible for HCHV Contracted Residential Services, a Veteran must meet the requirements of 38 U.S.C. 2031(a) and 38 CFR 63.3.

2.5.1.1. Veteran is enrolled in the VA health care system, or eligible for VA health care under 38 CFR 17.36 or 17.37; and

2.5.1.2. Veteran is homeless as defined in 38 U.S.C. §§ 2002(1) and 103(a) of the McKinney-Vento Homeless Assistance Act, 42 U.S.C. § 11302(a) and 24 CFR 576.2 including:

2.5.1.2.1. Veteran who lacks a fixed, regular, and adequate nighttime residence; or

2.5.1.2.2. Veteran who will imminently lose their primary nighttime residence within 14 days of the date of application for homeless assistance.

2.6. Overview of Types of Services Available to Residents

2.6.1. Safe, Secure housing that includes laundry and restroom facilities

2.6.2. Ensuring access to three nutritious meals per day, seven days per week, as well as nutritious snacks between meals and before bedtime

2.6.3. Case Management and Care Coordination Services

2.6.4. Vocational training and employment services

2.6.5. Benefits Services

2.6.6. Enhancement of Independent Living Skills

2.6.7. Permanent/ Transitional housing search support

2.6.8. Arranging, coordinating, and/or providing direct clinical services and support for mental health stabilization and substance use treatment services using Recovery Model principles.

3. OBJECTIVE

3.1. Contractor shall provide emergency housing and supportive services for homeless Veterans in community based HCHV CERS facilities that offer a safe and secure environment that support their goals for recovery from homelessness in accordance with

the HCHV CERS model requirements. Services are expected to consist of 24-hours-a-day/7-days-a-week housing and supportive services for homeless Veterans, many of whom may be dealing with mental illness and/or substance use disorders and/or other comorbid conditions. The program places an expectation on the Veteran to engage in supportive case management services, and also on the Contractor to provide supportive services, expertise, and guidance that focuses on improving housing stability to ensure a transition from homelessness to permanent, stable housing and ongoing engagement with aftercare services upon discharge. Contractors must comply with all HCHV CERS requirements as identified below.

3.2. HCHV CERS PROVIDER QUALIFICATIONS & CAPABILITY REQUIREMENTS

- 3.2.1.** Shall perform outreach or otherwise identifying and referring to the contract program homeless Veterans who may have mental illness and/or substance use disorders
- 3.2.2.** Shall provide secure housing and bathroom accommodations; shared use of kitchen facilities and dining rooms is acceptable
- 3.2.3.** Shall provide services twenty-four (24) hours a day for Veteran placements lasting up to ninety (90) days per Veteran. Extensions beyond initial ninety (90) days shall be authorized in writing by VA Liaison; extensions beyond six (6) months must be prior- approved by the Social Work Service Contract Coordinator/ COR/designee
- 3.2.4.** Shall provide a sanitary food preparation area and ensuring access to three daily nutritious meals, nutritious snacks for those requiring or desiring additional food between meals even when not medically indicated, and reasonable accommodation for special dietary needs, e.g., diabetic, renal or soft mechanical diets, and/or cultural/religious preferences around food, e.g., Kosher, Halal, vegetarian
- 3.2.5.** Shall offer a means for Veteran participants to wash their own clothes or otherwise tend to laundry at a minimum of once per week; detergent shall be free of charge
- 3.2.6.** Shall provide accommodations that include semiprivate (required) or private (preferred) sleeping units with a bed and other furnishings such as a dresser, storage locker and lock or designated locked secured space, and personal linens (i.e., towels, pillows, blankets, bed sheets); storage space shall accommodate two bags of personal belongings and all prescribed medications and other medical equipment
- 3.2.7.** Shall provide an isolation area or quiet space/safe room for Veteran participant(s) who may require closer short-term monitoring by staff for the health and safety of the community (e.g., management of acute intoxication or emotional dysregulation or prevention of disease transmission)
- 3.2.8.** Shall store personal belongings for at least 72 hours after formal HCHV discharge

- 3.2.9.** Shall provide quality case management and treatment services that utilize a Recovery Model approach and include elements of Motivational Interviewing, Harm Reduction, and Critical Time Intervention
- 3.2.10.** Shall provide a minimum of one staff member on duty on the premises or a resident manager who resides at the facility and has access to an on-call administrator in case of emergency at all times to ensure appropriate response to matters involving Veteran safety
- 3.2.11.** Shall facilitate prompt communication between Veteran participants and VA and ensuring reasonably prompt communication (same day or within one business day) between Contractor and VA at all times

3.3. DIRECT VETERAN CLINICAL SERVICES

3.3.1. Occupancy: Contractor will be responsible for ensuring that a minimally acceptable level of 80% occupancy (90-100% preferred) of HCHV CERS funded beds is maintained at all times through independent outreach efforts as well as through collaboration with VA.

3.3.1.1. Contractor will be knowledgeable about outreach best practices generally accepted in the community and will be responsible for engaging in outreach in the community including collaboration with VASNHCS providers for referrals at least twice monthly to maintain satisfactory occupancy rate when occupancy does not meet minimally acceptable level.

3.3.2. Therapeutic and Rehabilitative Services: These may include, but are not limited to, clinical case management, individual and group counseling, structured group activities such as 12-step meetings, vocational training, and/or prosocial outings, linkage to and coordination with VA and/or other community-based services/resources, independent living skills, and discharge planning that begins with an assessment of housing needs upon program entry.

3.3.3. Care Planning: Contractor will engage the Veteran in a collaborative assessment of service needs with input from the Veteran and the VA Liaison or designee and create an initial service plan of care to address those needs within 14 days of admission. Care plans must include goals and objectives for achieving stable housing. Care plan will include an assessment of strengths and barriers to stable housing, specific services to be provided including duration and outcomes, documentation of referrals and benefits to be achieved as a result of program participation. This plan is to be reviewed and updated every 60 days with the Veteran and the VA Liaison or designee and as needed throughout each individual Veteran's episode of care. Contractor case manager shall meet with VA Liaison or designee at least once every 30 days to provide an update on case management progress made and must work cooperatively with VA Liaison or designee to coordinate services.

3.3.4. Case Management: Contractor will provide individual case management meetings at least once per week that focus, at a minimum, on: permanent housing search and stabilization, increasing income through referral to all potential financial resources such as SSI/SSDI, VA pensions, GA, SNAP, Medicaid, vocational training when indicated, self-care skills, adaptive coping skills, any necessary coordination of care provided by VA and community-based medical, mental health, and/or substance use treatment providers, and ongoing discharge planning that includes linkage to community resources for long-term housing success such as IHSS, Meals on Wheels, or Adult Day Health. Progress made in Veterans' transition to stable housing must be clearly reflected in weekly case management notes.

3.3.5. Mental Health and Substance Use Disorder Treatment: Contractor will be expected to provide treatment and services using evidence-based practices that support the Veterans in gaining and applying knowledge of the recovery process to his/her/their life and to provide referral for additional treatment and/or aftercare supports as needed to promote and facilitate the individual Veteran's recovery efforts and successful transition to permanent housing. Treatment may be defined as services which are needed for the specific clinical presentation of each individual Veteran including, but not limited to, VA-based services, community-based care, and/or services provided by Contractor at the program site. Working towards engagement in the types of treatment that meet the individualized needs of each Veteran shall be integral to the program's treatment planning process. Admissions decisions shall not be contingent upon a Veteran's expressed willingness to engage in treatment at time of referral.

3.3.6. Medication Storage and Monitoring: Contractor is expected to provide a means of securely and properly storing all medications brought into the program for Veteran use. Contractor shall ensure there are appropriate policies and procedures that support the safe storage of medications for Veteran participants. This storage can be provided to the Veteran to secure his or her medications, or central storage may be provided by the Contractor. Veterans may self-administer medications, but storage should ensure that no other program participants are able to access an individual Veteran's medications. Any suspicion or concern for misuse is to be reported to VA Liaison and/or COR immediately by following incident reporting protocol.

3.3.7. Storage of Personal Belongings: Contractor will provide storage space such as a dresser, storage locker and lock, or designated locked secured space that will hold up to two bags of personal belongings and all prescribed medical equipment. Contractor will allow Veteran to store personal belongings for at least 72 business hours after formal HCHV exit from program. If a Veteran abandons his/her belongings, Contractor will make three documented attempts to contact the Veteran and/or VA Liaison before disposing Veteran's items.

3.3.8. Absences and Cancellation

3.3.8.1. The Department of Veterans Affairs (VA) allows payment to a provider for an absent Veteran under the circumstances outlined below.

3.3.8.1.1. Scheduled Absences. VA will pay per diem up to a maximum of 96 consecutive hours for the scheduled absence of a Veteran. Contractor shall notify VA Liaison, COR or designee in writing of all Veteran requests for scheduled absences or “passes” prior to the start of any absence from program authorized by Contractor (preferably 24-48 hours) and include reason for pass and contact/location information for Veteran while absent. To receive payment, the absence must:

3.3.8.1.1.1. Be pre-planned, consistent with and support the Veteran’s individual service plan (e.g., family reunification, short-term medical, substance use disorder or psychiatric treatment).

3.3.8.1.1.2. Have the reason documented in the individual Veteran’s case file, treatment record or service plan

3.3.8.1.1.3. Not result in the bed being filled by the provider

3.3.8.1.1.4. Not be for a break or vacation from treatment

3.3.8.1.1.5. Not be used for extended educational or employment circumstances

3.3.8.1.1.6. Not be used to create more than four consecutive days of absence

3.3.8.1.2. Unscheduled Absences. VA will pay per diem up to a maximum of 48 consecutive hours for the unscheduled absence. To receive payment for an unscheduled absence:

3.3.8.1.2.1. Contractor 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.

3.3.8.1.2.2. Contractor shall notify VA Liaison, COR or designee immediately or during next available business hours of all unscheduled Veteran absences .

3.3.8.1.2.3. Contractor may not fill the bed during this time.

3.3.8.1.2.4. Veteran must be discharged from the HCHV CERS program if not located within 48 hours

3.3.8.1.3. Ineligible Veteran. When a Veteran is admitted to an HCHV CERS program and found to be ineligible for HCHV CERS, VA will pay for a maximum of four (4) days from the date of admission to allow Contractor and HCHV CERS Liaison time to locate and arrange alternate placement.

3.3.8.2. Contractor may choose to maintain enrollment of a Veteran ***without payment*** beyond the approved 96-hour scheduled/48-hour unscheduled

absence at Contractor's discretion and in consultation with VA Liaison, COR or designee. However, the Veteran must be discharged if absent for more than 14 days.

3.3.8.3. Contractor cannot receive payment of per diem if/when an enrolled Veteran is temporarily placed in another VA Homeless Programs-funded bed such as HCHV CRS-contracted detox beds or medical respite programs.

3.3.8.4. 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.

3.3.9. Exits to Permanent 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 Services Scorecard. The target values for exits to this type of housing are established by VHA Homeless Program Office on an annual basis at the start of each fiscal year (e.g., FY23 target value for Exits to Permanent Housing is 55% or more) and can vary from year to year. Target values for Exits to Permanent Housing will be communicated by VA HCHV Liaison and/or COR to Contractor at the start of each fiscal year.

3.3.10. 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 shall be defined as exits from the program in which the Veteran was asked to leave due to violation of program rules (excluding exits due to threatened/actual violence to self or others), failure to comply with program requirements, or leaving the program without consulting staff. Negative Exits shall be monitored on a continuous basis utilizing data provided by the VHA Support Service Center's Homeless Services Scorecard. The target values for Negative Exits are established by VHA Homeless Program Office on an annual basis at the start of each fiscal year (e.g., FY23 target value for Negative Exits is 20% or less) and can vary from year to year. Target values for Negative Exits will be communicated by VA HCHV Liaison and/or COR to Contractor at the start of each fiscal year.

3.3.10.1. Procedures for Negative Exits

3.3.10.1.1. For all negative exits other than exits for threatened/actual violence to self or others, Contractor shall develop a written progressive warning policy/procedure that includes issuance of at least two formal warnings prior to proceeding with a negative discharge.

3.3.10.1.1.1. The policy/procedure shall include case conference with Program Staff, Veteran, VA Liaison and/or Designee, and other clinical providers involved in the Veteran's care, e.g., HUD-VASH Social Worker or Mental Health/Substance Use Disorder staff, no later than issuance of the final warning.

3.3.10.1.1.2. Information on the policy/procedure shall be provided to the Veteran upon admission to the program including a formal appeals process through which Veteran may appeal program regulations, sanctions or discharges.

3.3.10.1.1.3. There shall be no permanent bans from the program/facility. Veterans exited under negative circumstances shall be notified upon request of conditions or process for re-admission.

3.3.10.1.1.4. Contractor shall be expected to make reasonable efforts to facilitate referral to another facility or appropriate level of care if negative discharge is indicated. Direct discharge to VASNHCS Hospitals or Clinics for alternative resources and referrals without consulting HCHV Liaison on day of discharge is not considered an appropriate level of care.

3.3.10.1.1.5. The policy/procedure shall be subject to approval by VA Liaison, COR and/or Designee.

3.4. ADMINISTRATIVE SERVICES

3.4.1. Determination of Eligibility, Referrals, and Admissions

3.4.1.1. VA is responsible for determining Veteran eligibility for placement in program prior to admission by Contractor for services.

3.4.1.2. Contractor is responsible for obtaining confirmation of Veteran eligibility for placement into program prior to admission of each Veteran referred under this contract.

3.4.1.3. If there is an urgent need to admit a Veteran and designated VA staff is unavailable to provide written verification of eligibility prior to admission, then verbal approval by VA is acceptable pending receipt of written verification.

3.4.1.4. Any admissions that occur without written/verbal approval must be verified by VA staff within 24 business hours in order for Contractor to receive

payment for day(s) admitted prior to formal approval (e.g., admission occurs after hours or over the weekend).

- 3.4.1.5.** Failure to establish eligibility prior to admission may result in denial of payment for services provided.
- 3.4.1.6.** A list of authorized VA ordering personnel including primary identified VA Liaison shall be made available to 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. Contractor shall not deviate from the list of individuals authorized to approve admissions without an updated list.
- 3.4.1.7.** To be eligible for HCHV Contracted Residential Services, all Veterans must meet the requirements of 38 U.S.C. 2031(a) and 38 CFR 63.3, i.e., Veterans in this program must be homeless or at imminent risk of homelessness within 14 days of application for services and be eligible and registered for VA health care at VASNHCS
- 3.4.1.8.** Referral constitutes authorization of an initial service period of up to 90 days unless otherwise specified.
- 3.4.1.9.** Contractor shall be expected to provide same-day residential placement in the CERS program whenever possible. Contractor shall work to reduce barriers to admission by accepting referrals throughout the day and practicing flexibility with admissions processes. Admissions decisions shall be made on the same day of referral for admission when there is a program vacancy and no later than 24 hours after receipt of referral if the program does not have any immediate openings. Notification of all admissions decisions, any delay in admissions decisions beyond 24 hours, and reasons for denial of any admission shall be provided in writing to HCHV Liaison, COR, and/or designee. Admissions process is subject to VA Liaison review and adjustment at any time to ensure program accessibility for Veterans.
- 3.4.1.10.** Contractor shall display a willingness to accept referred Veterans. VA referral to program shall include a verbal and/or written description of the referred Veteran's current clinical presentation, current psychosocial circumstances, and risk assessment. Admissions decisions are not contingent upon Contractor receipt of SWS psychosocial assessment or Veteran's intent to enroll in treatment at time of referral. It is understood that Veterans to be cared for under this contract will require care and services beyond room and board and may need more intensive case management than the general population. Level of intensity of services will be part of an ongoing discussion with VA Liaison. Contractor shall maintain effective communication with VA regarding any issues covered under this agreement.

3.4.2. Release of Information: 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.

3.4.3. Individual Case Records: 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:

3.4.3.1. Reason for referral

3.4.3.2. Pertinent demographic information

3.4.3.3. Verification of Veteran status

3.4.3.4. Family status

3.4.3.5. Employment history

3.4.3.6. Education/marketable skills/licenses/credentials

3.4.3.7. Copies of any medical prescriptions/orders issued by physicians for any contract program that implements medication management/monitoring. Contractor must comply with HCHV inspection requirements.

3.4.3.8. Individual service plan as described in Section C.3.3. Care Planning.

3.4.3.9. Weekly case management/treatment notes and documentation of any case management interventions or Veteran case conferences

3.4.3.10. Authorized absence “pass” requests

3.4.3.11. Critical incident reports

3.4.3.12. Extension approvals when indicated

3.4.3.13. Final summary that includes reason(s) for leaving, Veteran’s known future plans, and follow-up locator information if available

3.4.3.14. Any and all information needed to meet clinical requirements of annual HCHV Residential Services Programs inspection (see sample attached, “Health Care for Homeless Veterans Contracted Residential Services Programs Inspection Packet – Clinical Review”)

3.4.4. Computer Security: In the performance of official duties under this contract, Contractor may have regular access to printed and electronic files containing sensitive data. This data shall be protected under the provisions of the Privacy Act of 1974 and other confidentiality laws, and agency policy. Contractor shall ensure its personnel protect the data from unauthorized release or from loss, alteration, or unauthorized deletion. Contractor shall ensure its personnel take all reasonable precautions to safeguard patient information from unauthorized access or modification, in both electronic and hard-copy formats. This includes not only electronic security measures such as “strong” user passwords on computer systems, but also physical barriers to prevent unauthorized use of computer workstations; and also requires that hard copy Veteran files are stored in secured lockable areas, that files are in lockable cabinets, that the cabinets can in fact be locked (i.e., keys are available, and the locking mechanisms work properly). If Contractor uses computer laptops, Contractor shall store computer laptops in a

safe, secure locked bag or cabinet when not in use, and store in locked, secure location (i.e., trunk of car) when transporting computer laptop in the field. Contractor shall also take all reasonable precautions to safeguard patient information when transferring Veteran information via electronic means, such as faxing or system-to-system transmission. Contractor shall not use personal flash drives to store or retain any personal health information (PHI) or Veteran information. Contractor shall not transmit any PHI via email without use of encryption software that uses VA-approved authentication mechanisms. While the first initial of the last name of a Veteran and the last four of their social security number by itself is not considered individually identifiable, any other PHI that has not been de-identified in accordance with VHA Directive 1605.01 coupled with the last initial/last four may not be transmitted together without encryption.

3.4.5. 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. Contractor is responsible for registering with local HMIS system to obtain access roles and manage agency data within the system.

3.4.6. Daily Census Sign-In Sheet: 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, COR, or other designee at a frequency to be designated by VA that is no less than once weekly and up to daily with weekend or holiday sign-in sheets to be provided on the next business day in order to ensure effective monitoring of bed utilization.

3.4.7. Incident Reporting

3.4.7.1. Contractor shall notify the VA immediately when *any* adverse critical incident involving a Veteran admitted to the program occurs. Critical Incidents shall include:

- 3.4.7.1.1.** Falls
- 3.4.7.1.2.** Elderly/Dependent Adult Abuse or Neglect
- 3.4.7.1.3.** Sexual Assault
- 3.4.7.1.4.** Fire (Veteran Involved)
- 3.4.7.1.5.** Medical or Mental Health Emergency (911 Calls)
- 3.4.7.1.6.** Hospitalization
- 3.4.7.1.7.** Suicidal ideation or attempt
- 3.4.7.1.8.** Homicidal ideation
- 3.4.7.1.9.** Assault (of other residents or Staff)
- 3.4.7.1.10.** Death
- 3.4.7.1.11.** Infectious Control Concerns (e.g., Bed Bugs, TB, Scabies, Coronavirus)
- 3.4.7.1.12.** Active Substance Use
- 3.4.7.1.13.** Observation/ Possession of Weapons

3.4.7.2. During regular business hours, VA Liaison, HCHV Coordinator/Supervisor and/or COR shall be contacted immediately by phone to report such an incident; if the incident occurs outside of regular business hours (Monday-Friday 8:00AM-4:30PM), Contractor shall notify VA Liaison, HCHV Coordinator/Supervisor and/or COR at the start of the following business day. Should Contractor require immediate afterhours VA support/intervention, Contractor shall notify the VASNHCS Administrator on Duty (AOD) by calling the local VA facility. A written report to the VA Liaison and/or COR should follow the initial VA notification 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.

3.4.8. Extension Requests: It is understood that Contractor will not be paid for care provided to a Veteran participant beyond the initial authorized period unless an extension of authorization is provided in writing by the VA. Contractor is responsible for ensuring that all requests for extension of services beyond the initially authorized service period of 90 days are reviewed in advance and approved in writing by the VA Liaison, COR, or other designee before reaching the Veteran participant's 90th day. Extension requests must include clinical reasoning and a targeted housing plan to justify approval; extension requests will be individualized to Veteran needs and approved, in writing, in increments of no more than 30 days at a time. Only extraordinary circumstances will be considered in order to extend service periods in excess of six (6) months, and all requests for extension exceeding six (6) months from date of admission must be approved in writing by VA Liaison and COR or designee.

3.4.9. Grievance Procedures: Contractor must have an internal grievance process that Veterans can use to resolve conflicts within the program. Contractor must have written policies and procedures for resolving grievances including a statement regarding the client's right to request reasonable accommodation and must post them in a conspicuous place that is accessible to program participants. Each Veteran shall receive a copy of the grievance policies and procedures upon intake and upon receiving a warning or notice of discharge.

3.4.9.1. Contractor shall refer grievances received directly from Veterans to the identified VA Liaison, COR or designee within 24 business hours of complaint. All grievances received by the VA Liaison, COR or designee will be forwarded to the Contractor within 24 business hours and shall be investigated promptly. After investigation and clarification of disposition, Contractor shall respond to the VA Liaison or COR within five (5) business days or less with proposed resolution or plan for corrective action. The Contracting Officer (CO) shall be notified in instances where the proposed course of action or response does not appear sufficient to resolve any given complaint.

3.4.9.2. VA Liaison, COR or designee will monitor the services being provided in this contract program. Contractor is expected to cooperate with VA Staff and COR by providing information and answering questions in a timely manner when requested. Contractor will be subject to a Contract Discrepancy Report (CDR) anytime unacceptable contract performance is determined to be critical in nature and requires formal corrective action through report of contract discrepancy to CO. Failure to perform duties herein will have Contractor be subject to contract termination.

3.4.10. Satisfaction Surveys: When requested, Contractor will be responsible for administering, collecting, and delivering to VA Liaison a survey of the Veterans' experience in the program.

3.4.11. Admission and Discharge Reporting: Contractor is responsible for notifying the identified VA Liaison, COR, and/or designee within 24 business hours that an admission or discharge has occurred and for providing a written report of admission or discharge within 48 business hours that contains the specific data required by the Northeast Program Evaluation Center (NEPEC) for documentation in the Homeless Operations and Management Evaluation System (HOMES). The written report of discharge shall also contain a brief discharge summary that includes but is not limited to: date of exit, type of exit (positive vs. negative vs. neutral), Veteran's perception of exit in instances where a Veteran was terminated from the program, status of treatment goals at the time of exit, sentinel events occurring during the episode of care, established aftercare plan, housing status at exit and future contact information.

4. CONDUCT

- 4.1.** 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.
- 4.2.** Local law enforcement and/or fire departments should be contacted for assistance and intervention as appropriate and indicated by any given circumstances.
- 4.3.** 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.
- 4.4.** 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, Contractor will advise the VA Liaison or AOD of the facility to which the Veteran has been admitted. Contractor will also be expected to assist Veterans requiring non-urgent services with accessing appropriate care from a VA or community facility, as appropriate.

5. TRAVEL

- 5.1.** Contractor is expected to assist Veterans with arranging local transportation to scheduled meetings and appointments. Contractor is expected to help Veterans understand and learn how to use public transportation. This includes providing education, information and clarifying instructions necessary to effectively utilize public transit systems. If Contractor and/or VA staff determine that public transportation is not available, adequate, or appropriate for any Veteran, Contractor will be expected to assist the Veteran with identifying alternative modes of transport. Contractor is not required to provide transportation to a Veteran directly.

6. FACILITIES

- 6.1. General Requirements:** It is the responsibility of 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:

- 6.1.1.** Have a current occupancy permit issued by the local and state governments, where applicable, in the jurisdiction where the facility is located.
- 6.1.2.** Be in compliance with existing standards of State safety codes and local, and/or State health and sanitation codes.
- 6.1.3.** 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.
- 6.1.4.** Where applicable, be licensed under State or local authority.
- 6.1.5.** Where applicable, be accredited by the State.
- 6.1.6.** Be equipped with operational air conditioning/heating systems if needed to maintain acceptable temperature
- 6.1.7.** Be kept clean free of dirt, grime, mold, or other hazardous substances and damaged noticeably detract from the overall appearance.
- 6.1.8.** Be equipped with first aid equipment and an evacuation plan in case of emergency.
- 6.1.9.** Have windows and doors that can be opened and closed in accordance with manufacturer standards.
- 6.1.10.** Have an aggressive ongoing plan to address bed bug infestation. Ongoing bed bug infestation will be grounds for immediate discharge of Veterans from the facility.
- 6.1.11.** Have emergency and disaster plans with written protocols that are posted to guide staff response to crises including, but not limited to, manmade and natural disasters, episodes of infectious diseases, physical injury, program participant suicide or suicide attempts, overdoses, and domestic or other violence. All Contractor staff shall be trained on emergency procedures and protocols.

6.2. Fire Safety Requirements:

- 6.2.1.** 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 VASNHCS Director.

6.2.2. Fire exit drills must be held at least quarterly. Program participants 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.

6.2.3. 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.

6.3. Inspection

6.3.1. 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.

6.3.2. Contractor will be advised of the findings of the annual inspection team. If deficiencies are noted during any inspection, Contractor will be given a reasonable amount of time (typically 30 days) to take corrective action and to notify the Contracting Officer, Contracting Officer's Representative, or other VA designee that the corrections have been made. A contract will not be awarded until noted deficiencies have been eliminated. Failure by 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.

6.3.3. Annual reinspections shall be unannounced whenever possible. When an unannounced annual inspection is not possible due to privacy or other concerns, no less than four unannounced site visits by HCHV Liaison or other VA designee shall be made annually in addition to annual reinspection and shall include:

extent necessary, be made available to all government agencies charged with the responsibility of licensing or otherwise regulating or inspecting such institutions.

7. DELIVERABLES

7.1. QUALITY CONTROL BUSINESS PLAN: 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.

7.2. STAFFING AND SERVICE PLAN: Contractor shall provide a detailed staffing and service plan. Plan shall demonstrate that sufficient professional personnel are employed to carry out the policies, responsibilities, and services required under this contract. 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. Contractor shall assign to this contract personnel who are qualified by education, training, and, when required, certification or licensure, to provide the Therapeutic and Rehabilitative and other basic services required by this Performance Work Statement. 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:

7.2.1. One program manager/administrative/clinical designee who shall be responsible for contract performance and who shall have authority to act for Contractor on all matters relating to daily operations of the program and who shall be available for consultation with the authority to make decisions regarding the facility and residents in case of emergency 24 hours a day, 7 days a week.

7.2.2. One professionally credentialed clinician (i.e., LCSW, PhD, PsyD, LMFT, LPCC) within the contract program’s direct chain of command who has clinical oversight of the program and of program staff.

7.2.3. Contractor shall be required to provide 24-hour staffed program for day and night supervision and safety. There must be, at a minimum, one staff member on duty on the premises, or one resident manager residing at the facility with contact information for the administrator/clinical designee available in case of emergency 24 hours a day, 7 days a week. Any time there is only a resident manager onsite, the program manager or other administrative/clinical designee shall be on call and respond in case of emergency 24 hours a day, 7 days a week within 30 minutes.

7.2.4. Sufficient case management/counseling personnel to maintain the therapeutic milieu and provide direct services to Veterans participants. VA recommends staffing ratio of, at a minimum, one full-time dedicated case manager per 20 Veterans. Exceptions may be granted in writing by VA. Case managers must have sufficient training and experience working with individuals experiencing homelessness; training and experience working with Veterans and/or individuals dealing with chronic medical, mental health and/or substance use problems is highly desirable. Staff working with Veteran participants shall be able to assess, anticipate, and

effectively refer Veterans experiencing crises for additional support as needed. Contractor shall notify VA Liaison or designee of cross coverage by alternative staff if a primary Contractor staff is temporarily absent. The alternate staff should be made aware of the HCHV contract guidelines.

- 7.2.5.** Other personnel necessary for safe operation of services contracted for by VA such as janitorial, security, kitchen, front desk, maintenance, and general milieu staff shall be provided by Contractor which are compatible with maintaining quality care programming and the safety of the Veterans, other program participants, and staff.
- 7.2.6.** Contractor shall provide resumes for any proposed substitutions of Key Personnel at least 15 days prior to projected date of substitution. The Contracting Officer (CO) shall notify 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 Contractor's contingency plan. 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 shall be submitted to the CO as a part of proposal package. The CO is the ultimate authority on acceptable length for temporary substitution of Key Personnel.
- 7.2.7.** 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.
- 7.2.8.** At least one staff or resident manager with CPR or BLS certification and available in an emergency during each shift, 24 hours per day, 7 days per week.
- 7.2.9.** It is preferable that Contractor make training and education available to all staff at least once per year in the following areas:
 - 7.2.9.1.** CPR/First Aid/Universal Precautions (disease transmission prevention)
 - 7.2.9.2.** De-escalation Techniques
 - 7.2.9.3.** Crisis Intervention
 - 7.2.9.4.** Conflict Resolution
 - 7.2.9.5.** Suicide Prevention
 - 7.2.9.6.** Mandated Reporting Laws
 - 7.2.9.7.** Professional Boundaries
 - 7.2.9.8.** Cultural Sensitivity
 - 7.2.9.9.** Sexual Harassment
 - 7.2.9.10.** Housing First
 - 7.2.9.11.** Sensitivity to Wider Issues of Homelessness
 - 7.2.9.12.** Clinical topics such as Motivational Interviewing, Stages of Change, Professional Boundaries, Severe Mental Illness, Countertransference, Harm Reduction

7.3. REFERRAL REPORTS: Contractor shall provide a written report to VA Liaison, COR, and/or designee of all referrals made to the program at a frequency designated by VA that is no less than once monthly and shall include:

- 7.3.1. Name/Last Four of Referred Veteran
- 7.3.2. Date/time of referral receipt
- 7.3.3. Date/time of admissions decision
- 7.3.4. Date of admission, or;
- 7.3.5. Reason for denial or for otherwise not being admitted
- 7.3.6. Reason for delay in admission, if indicated

7.4. DOCUMENTATION OF SUPPORTIVE SERVICES: 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.

7.5. 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. Care plans will be reviewed and updated no less than once every 60 days.

7.6. CRITICAL INCIDENT REPORTS: Written critical incident reports must be submitted to the VA Liaison or COR within 24 business hours (VA Liaison/COR to be notified immediately or as soon as possible at start of following business day when incidents occur; AOD to be contacted if immediate VA intervention/support is needed afterhours).

7.7. EXTENSION REQUESTS: Written requests for extension are due prior to the 90th 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.

7.8. ADMISSION AND DISCHARGE REPORTS: Entry and exit notification forms and brief discharge summary shall be completed and submitted to the VA Liaison and/or COR or designee within 48 business hours of admission or discharge (VA Liaison to be notified verbally or via secure email within 24 business hours of admission or discharge).

7.9. SATISFACTION SURVEYS: When Veteran participant surveys/questionnaires (e.g., CHALENG Survey) are provided by VA to the Contractor to give to Veterans, completed surveys are to be returned to VA Liaison at the end of each designated survey month.

7.10. DAILY CENSUS SIGN-IN SHEET: The daily census sign-in sheet shall be provided to the VA Liaison, COR and/or designee at a frequency designated by VA that is no less than once weekly and up to daily with weekend or holiday sign-in sheets to be provided on the next business day.

7.11. NOTIFICATION OF ABSENCES: Contractor shall notify VA Liaison, COR or designee immediately or during next available business hours of all unauthorized Veteran absences from the Contractor facility. Contractor shall notify VA Liaison, COR, or

designee in writing of all Veteran requests for passes prior to start, preferably 24-48 hours, of any absence from program authorized by Contractor.

7.12. INVOICES: Unless specifically excluded in this contract, the per diem rate established will include all services listed in this document and all services or supplies normally provided to other residents of the facility at no extra charge. Payments made by VA under this contract shall constitute total cost of care and housing for the homeless Veterans enrolled in this program. The monthly invoice is computed at the per diem rate multiplied by the total number of beds occupied by Veterans at midnight each night of the given month and does not include day of discharge. Invoices shall first be submitted to the VA Liaison, COR, or designee for approval by the 5th 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 10th of the month immediately following the billing period in question; all electronic invoices submitted shall be accompanied by the invoice pre-approved by VA Liaison, COR, or designee for reference of the 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.).

7.13. QUARTERLY PERFORMANCE REPORT: Upon request, the Contractor shall provide the COR with a written report detailing program data and activities on a quarterly basis in accordance with QASP. The report should contain, at minimum, the following information:

7.13.1. Total Number of Veterans Served

7.13.2. Occupancy rate

7.13.3. Percentage of Veterans discharged to permanent, independent housing

7.13.4. Percentage of Negative Exits i.e. discharges due to rule violation, failure to comply with program requirements, or unexpected discharges without prior consultation with staff.

7.13.5. Other information the Contractor feels pertinent, such as: quality improvement projects, changes in staffing or business practices, systems or resource concerns.

7.13.6. Data from the QASP compliance tool

7.14. GRIEVANCES: Contractor shall refer complaints received directly from Veterans to the identified VA Liaison, COR or designee within 48 hours of complaint. After investigation and clarification of disposition, Contractor shall respond to the VA Liaison, COR or designee within five (5) business days or less with proposed resolution or plan for corrective action.

7.15. CONTRACT DISCREPANCY REPORTS (CDR): Contractor will be subject to a CDR anytime unacceptable contract performance is determined to be critical in nature and requires formal corrective action involving reporting discrepancy to CO by CDR. Depending on the nature of the violation, Contractor will be required to submit a corrective action plan to COR or designee within a timeframe designated by COR or designee based on the severity of the violation, e.g., safety issues. The program will be monitored for performance. Failure to perform duties herein will have Contractor be subject to contract termination.

7.16. INSPECTIONS: Prior to the award of any contract and annually thereafter, during any subsequent contracted performance periods, a multidisciplinary VA team shall conduct a survey of 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.

DELIVERABLE TIMETABLE

Deliverables	Due Dates
7.1. QUALITY CONTROL BUSINESS PLAN	Due upon solicitation close date
7.2. STAFFING AND SERVICE PLAN	Due upon solicitation close date
7.3 REFERRAL REPORTS	Due to VA Liaison/COR/designee at frequency designated by VA at least once monthly
7.4. DOCUMENTATION OF SUPPORTIVE SERVICES	Due upon request with minimum of quarterly reviews to be completed by VA
7.5. CARE PLAN	Due in Veteran case record by day 14; due to VA upon request
7.6. CRITICAL INCIDENT REPORTS	Due within 24 business hours of a critical adverse event involving a Veteran
7.7. EXTENSION REQUESTS	Due prior to the expiration of any authorized period of service
7.8. ADMISSION AND DISCHARGE REPORTS	Due within 48 business hours of Veteran admission or discharge
7.9. SATISFACTION SURVEYS	Due at the end of each monthly service period when requested
7.10. DAILY CENSUS SIGN-IN SHEET	Due to VA Liaison/COR/designee at frequency designated by VA at least monthly and up to daily.
7.11. NOTIFICATION OF ABSENCES	Due to VA Liaison/COR/designee immediately or during next available business hours if absence is unauthorized; if authorized, then due prior to start of absence, preferably 24-48 hours
7.12. INVOICES	Due to VA Liaison, COR or designee by the 5 th of the month immediately following the billing period in question; due in Tungsten Network (electronic billing system) by the 10 th of the month immediately following the billing period in question.

7.13. QUARTERLY PERFORMANCE REPORT	Due to VA Liaison/COR/designee by the 15 th of the month following the end of each FY quarter upon request
7.14. GRIEVANCES	Due to VA Liaison/COR/designee within 48 hours of Veteran complaint; proposed resolution/plan of corrective action due within five business days of investigation
7.15. CONTRACT DISCREPANCY REPORT	Due to COR/designee within time-frame designated by COR based on severity of violation
7.16. INSPECTIONS	Due prior to award and annually thereafter or at any time deemed necessary by VA

8. CERTIFICATION & ACCREDITATION REQUIREMENTS

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

9. CONTRACT CHANGES/TECHNICAL DIRECTIONS

- 9.1. The Contracting Officer is the only person authorized to approve changes or modify any of the requirements of this contract. Contractor shall communicate with the Contracting Officer on all matters pertaining to contract administration. Only the Contracting Officer is authorized to make commitments or issue changes that shall affect price, quantity or quality of performance of this contract.

- 9.2. IN THE EVENT CONTRACTOR AFFECTS ANY SUCH CHANGE AT THE DIRECTION OF ANY PERSON OTHER THAN THE CONTRACTING OFFICER WITHOUT AUTHORITY, NO ADJUSTMENT SHALL BE MADE IN THE CONTRACT PRICE TO COVER AN INCREASE IN COSTS INCURRED AS A RESULT THEREOF.**

- 9.3. The COR will be responsible for the overall technical administration of this contract as outlined in the COR Delegation of Authority including monitoring of Contractor's performance.

Appendix B

1. The contractor, their personnel, and their subcontractors shall be subject to the Federal laws, regulations, standards, and VA Directives and Handbooks regarding information and information system security as delineated in this contract.
 - a. Please reference VA Handbook 6500.6, Contract Security
 - i. https://www.va.gov/vapubs/viewPublication.asp?Pub_ID=471&FType=2

Appendix C

1. GENERAL

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

2. ACCESS TO VA INFORMATION AND VA INFORMATION SYSTEMS

- 2.1. All contractors, subcontractors, and third-party servicers and associates working with VA information are subject to the same investigative requirements as those of VA appointees or employees who have access to the same types of information. The level and process of background security investigations for contractors must be in accordance with VA Directive and Handbook 0710, *Personnel Suitability and Security Program*. The Office for Operations, Security, and Preparedness is responsible for these policies and procedures.
- 2.2. The contractor or subcontractor must notify the Contracting Officer immediately when an employee working on a VA system or with access to VA information is reassigned or leaves the contractor or subcontractor's employ. The Contracting Officer must also be notified immediately by the contractor or subcontractor prior to an unfriendly termination.

3. VA INFORMATION CUSTODIAL LANGUAGE

- 3.1. Information made available to the contractor or subcontractor by VA for the performance or administration of this contract or information developed by the contractor/subcontractor in performance or administration of the contract shall be used only for those purposes and shall not be used in any other way without the prior written agreement of the VA. This clause expressly limits the contractor/subcontractor's rights to use data as described in Rights in Data - General, FAR 52.227-14(d) (1).
- 3.2. VA information should not be co-mingled, if possible, with any other data on the contractors/subcontractor's information systems or media storage systems in order to ensure VA requirements related to data protection and media sanitization can be met. If co-mingling must be allowed to meet the requirements of the business need, the contractor must ensure that VA's information is returned to the VA or destroyed in accordance with VA's sanitization requirements. VA reserves the right to conduct on-site inspections of contractor and subcontractor IT resources to ensure data security controls, separation of data and job duties, and destruction/media sanitization procedures are in compliance with VA directive requirements.

4. SECURITY INCIDENT INVESTIGATION

- 4.1. The term "security incident" means an event that has, or could have, resulted in unauthorized access to, loss or damage to VA assets, or sensitive information, or an action that breaches VA security procedures. The contractor/subcontractor shall

immediately notify the COTR and simultaneously, the designated ISO and Privacy Officer for the contract of any known or suspected security/privacy incidents, or any unauthorized disclosure of sensitive information, including that contained in system(s) to which the contractor/subcontractor has access.

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

5. LIQUIDATED DAMAGES FOR DATA BREACH

- 5.1. Consistent with the requirements of 38 U.S.C. §5725, a contract may require access to sensitive personal information. If so, the contractor is liable to VA for liquidated damages in the event of a data breach or privacy incident involving any SPI the contractor/subcontractor processes or maintains under this contract.
- 5.2. Based on the determinations of the independent risk analysis, the contractor shall be responsible for paying to the VA liquidated damages in the amount of \$37.50 per affected individual to cover the cost of providing credit protection services to affected individuals consisting of the following:
 - 5.2.1. Notification
 - 5.2.2. One year of credit monitoring services consisting of automatic daily monitoring of at least 3 relevant credit bureau reports
 - 5.2.3. Data breach analysis
 - 5.2.4. Fraud resolution services, including writing dispute letters, initiating fraud alerts and credit freezes, to assist affected individuals to bring matters to resolution
 - 5.2.5. One year of identity theft insurance with \$20,000.00 coverage at \$0 deductible; and
 - 5.2.6. Necessary legal expenses the subjects may incur to repair falsified or damaged credit records, histories, or financial affairs.

6. TRAINING

- 6.1. All contractor employees and subcontractor employees requiring access to VA information and VA information systems shall complete the following before being granted access to VA information and its systems:
 - 6.1.1. Sign and acknowledge (either manually or electronically) understanding of and responsibilities for compliance with the *Contractor Rules of Behavior*, Appendix E relating to access to VA information and information systems;
 - 6.1.2. Successfully complete the *VA Cyber Security Awareness and Rules of Behavior* training and annually complete required security training;
 - 6.1.3. Successfully complete the appropriate VA privacy training and annually complete required privacy training; and

6.1.4. Successfully complete any additional cyber security or privacy training, as required for VA personnel with equivalent information system access *[to be defined by the VA program official and provided to the contracting officer for inclusion in the solicitation document – e.g., any role-based information security training required in accordance with NIST Special Publication 800-16, Information Technology Security Training Requirements.]*

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

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

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

B.3 PRICE/COST SCHEDULE

Contractor shall provide Emergency Shelter and support services to Homeless Veterans in a community-based residential treatment facility, offering a safe and secure environment that supports their goals for recovery for the VA Sierra Nevada Health Care System. The “day” unit is defined as room and board to accommodate one (1) Veteran per bed/per night (DAY is considered 24 hours). Days are considered estimated. The VA shall be invoiced only when one (1) Veteran per bed/per night is present in the contractor's facility receiving services. All services shall be provided in accordance with Performance Work Statement (PWS) contained herein.

The guaranteed minimum award amount for this contract is \$2,500.00. The maximum aggregate value of orders that can be placed under this contract is \$6,900,000.00. The Government does not guarantee that it will place any orders under this contract more than the guaranteed minimum award amount.

ITEM INFORMATION

ITEM NUMBER	DESCRIPTION OF SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	Provide beds to Homeless Veterans on a per diem basis in accordance with the PWS Up to 20 Veterans anticipated per year (20 x 365 = 7,300 estimated days) Contract Period: Ordering Period 1 POP Begin: 10-01-2023 POP End: 09-30-2024 PRINCIPAL NAICS CODE: 623220 - Residential Mental Health and Substance Abuse Facilities PRODUCT/SERVICE CODE: G099 - Social - Other MANUFACTURER PART NUMBER (MPN): N/A Note: Quantity presented may differ from actual need, it is used to estimate the total value of the contract	7,300.00	DY		
1001	Provide beds to Homeless Veterans on a per diem basis in accordance with the PWS Up to 20 Veterans anticipated per year (20 x 365 = 7,300 estimated days) Contract Period: Ordering Period 2 POP Begin: 10-01-2024 POP End: 09-30-2025 PRINCIPAL NAICS CODE: 623220 - Residential Mental Health and Substance Abuse Facilities PRODUCT/SERVICE CODE: G099 - Social - Other MANUFACTURER PART NUMBER (MPN): N/A Note: Quantity presented may differ from actual need, it is used to estimate the total value of the contract	7,300.00	DY		
2001	Provide beds to Homeless Veterans on a per diem basis in accordance with the PWS Up to 20 Veterans anticipated per year (20 x 365 = 7,300 estimated days) Contract Period: Ordering Period 3 POP Begin: 10-01-2025 POP End: 09-30-2026 PRINCIPAL NAICS CODE: 623220 - Residential Mental Health and	7,300.00	DY		

Substance Abuse Facilities

PRODUCT/SERVICE CODE: G099 - Social - Other

MANUFACTURER PART NUMBER (MPN): N/A

Note: Quantity presented may differ from actual need, it is used to estimate the total value of the contract

3001

7,300.00 DY

Provide beds to Homeless Veterans on a per diem basis in accordance with the PWS

Up to 20 Veterans anticipated per year (20 x 365 = 7,300 estimated days)

Contract Period: Ordering Period 4

POP Begin: 10-01-2026

POP End: 09-30-2027

PRINCIPAL NAICS CODE: 623220 - Residential Mental Health and Substance Abuse Facilities

PRODUCT/SERVICE CODE: G099 - Social - Other

MANUFACTURER PART NUMBER (MPN): N/A

Note: Quantity presented may differ from actual need, it is used to estimate the total value of the contract

4001

7,300.00 DY

Provide beds to Homeless Veterans on a per diem basis in accordance with the PWS

Up to 20 Veterans anticipated per year (20 x 365 = 7,300 estimated days)

Contract Period: Ordering Period 5

POP Begin: 10-01-2027

POP End: 09-30-2028

PRINCIPAL NAICS CODE: 623220 - Residential Mental Health and Substance Abuse Facilities

PRODUCT/SERVICE CODE: G099 - Social - Other

MANUFACTURER PART NUMBER (MPN): N/A

Note: Quantity presented may differ from actual need, it is used to estimate the total value of the contract

GRAND TOTAL

SECTION C - CONTRACT CLAUSES

C.1 ADDENDUM to FAR 52.212-4 CONTRACT TERMS AND CONDITIONS—COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES

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

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

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

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

<https://www.acquisition.gov/browse/index/far>
<https://www.va.gov/oal/library/vaar/>

(End of Clause)

<u>FAR Number</u>	<u>Title</u>	<u>Date</u>
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
52.204-21	BASIC SAFEGUARDING OF COVERED CONTRACTOR INFORMATION SYSTEMS	NOV 2021
52.212-4	CONTRACT TERMS AND CONDITIONS—COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES	DEC 2022
52.224-1	PRIVACY ACT NOTIFICATION	APR 1984
52.224-2	PRIVACY ACT	APR 1984
52.232-18	AVAILABILITY OF FUNDS	APR 1984
52.232-40	PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS	MAR 2023

C.3 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 October 1, 2023 through September 30, 2028.

(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.4 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 \$1,380,000.00;

(2) Any order for a combination of items in excess of \$6,900,000.00; or

(3) A series of orders from the same ordering office within 180 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.5 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 five years from the date of award.

(End of Clause)

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

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

The specified rates under this clause will be those rates in effect under the contract at the time the option is exercised.

(End of Clause)

C.7 52.232-19 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR (APR 1984)

Funds are not presently available for performance under this contract beyond September 30 of any year. 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 September 30 of any year, 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.8 VAAR 852.201-70 CONTRACTING OFFICER'S REPRESENTATIVE (DEC 2022)

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

(End of Clause)

C.9 VAAR 852.203-70 COMMERCIAL ADVERTISING (MAY 2018)

The Contractor shall not make reference in its commercial advertising to Department of Veterans Affairs contracts in a manner that states or implies the Department of Veterans Affairs approves or endorses the Contractor's products or services or considers the Contractor's products or services superior to other products or services.

(End of Clause)

C.10 VAAR 852.211-76 LIQUIDATED DAMAGES – REIMBURSEMENT FOR DATA BREACH COSTS (FEB 2023) ALTERNATE I (FEB 2023)

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

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

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

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

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

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

liquidated damages in the amount of [\$37.50] per affected individual to cover the cost of the following:

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

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

(End of Clause)

C.11 VAAR 852.215-70 SERVICE-DISABLED VETERAN-OWNED AND VETERAN-OWNED SMALL BUSINESS EVALUATION FACTORS (JAN 2023) (DEVIATION)

(a) In an effort to achieve socioeconomic small business goals, VA shall evaluate offerors based on their service-disabled veteran-owned or veteran-owned small business certification status and their proposed use of eligible certified service-disabled veteran-owned small businesses (SDVOSBs) and certified veteran-owned small businesses (VOSBs) as subcontractors.

(b) Eligible and certified 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 certified Service-Disabled Veteran-Owned and Veteran-Owned Small Business Status evaluation factor. To receive credit, an offeror must be listed at the time of submission of offers and at time of award, as a certified SDVOSB/VOSB in the SBA certification database on the SBA Veteran Small Business Certification Program portal at <https://veterans.certify.sba.gov/> (see 13 CFR 128) and be otherwise eligible in accordance with SBA size standards for the acquisition and limitations on subcontracting requirements set forth in SBA regulations (see 13 CFR 121, 125 and 128.).

(c) Non-Veteran offerors proposing to use certified SDVOSBs or VOSBs as subcontractors will receive some consideration under this evaluation factor. Offerors must state in their proposals the names of the certified SDVOSBs and VOSBs with whom they intend to subcontract and provide a brief description of the proposed subcontracts and the approximate dollar values of the proposed subcontracts. In addition, the proposed subcontractors must be listed at the time of submission of offers and at time of award, as a certified SDVOSB/VOSB in the SBA certification database.

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

(End of Clause)

C.12 VAAR 852.215-71 EVALUATION FACTOR COMMITMENTS (OCT 2019)

(a) The offeror agrees, if awarded a contract, to use the service-disabled veteran-owned small businesses (SDVOSBs) or veteran-owned small businesses (VOSBs) proposed as subcontractors in accordance with 852.215–70, Service-Disabled Veteran-Owned and Veteran-Owned Small Business Evaluation Factors, or to substitute one or more SDVOSBs or VOSBs for subcontract work of the same or similar value.

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

(End of Clause)

C.13 VAAR 852.219-70 VA SMALL BUSINESS SUBCONTRACTING PLAN MINIMUM REQUIREMENTS (JAN 2023) (DEVIATION)

(a) This clause does not apply to small business concerns.

(b) If the offeror is required to submit an individual subcontracting plan, the minimum goals for award of subcontracts to certified service-disabled veteran-owned small business and certified veteran-owned small business SDVOSB/VOSB shall be at least commensurate with the Department's annual SDVOSB/VOSB subcontracting goals.

(c) For a commercial plan, the minimum goals for award of subcontracts to SDVOSB/ VOSB shall be at least commensurate with the Department's annual service-disabled veteran-owned small business and veteranowned small business subcontracting goals for the total value of projected subcontracts to support the sales for the commercial plan.

(d) To be credited toward goal achievements, SDVOSB/VOSBs must be certified and listed in the SBA certification database at <https://veterans.certify.sba.gov/> (see 13 CFR 128) and be otherwise eligible in accordance with SBA size standards for the acquisition and limitations on subcontracting requirements set forth in SBA regulations (see 13 CFR 121, 125 and 128).A contractor may reasonably rely on a subcontractor's status as shown in the SBA certification database as of the date of subcontract award, provided the contractor retains records of the results of the SBA certification database query.

(e) The Contractor shall annually submit a listing of SDVOSB/VOSB (for which credit toward goal achievement is to be applied) for review by personnel in the Office of Small and Disadvantaged Business Utilization. Use VA Form 0896A, Report of Subcontracts to Small and Veteran-Owned Business.

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

(End of Clause)

C.14 VAAR 852.232-72 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS (NOV 2018)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(End of Clause)

C.15 VAAR 852.237-74 NON-DISCRIMINATION IN SERVICE DELIVERY (OCT 2019)

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

(End of Clause)

C.16 VAAR 852.237-75 KEY PERSONNEL (OCT 2019)

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

(End of Clause)

C.17 VAAR 852.242-71 ADMINISTRATIVE CONTRACTING OFFICER (OCT 2020)

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

(End of Clause)

(End of Addendum to 52.212-4)

C.18 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS—COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (JUN 2023)

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

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

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

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

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

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

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

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

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to

implement provisions of law or Executive orders applicable to acquisitions of commercial products and commercial services:

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

[X] (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.)

[X] (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).

[X] (7) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).

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

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

[X] (10) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (Oct 2018) (41 U.S.C. 2313).

__ (11) [Reserved].

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

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

__ (14) [Reserved]

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

[X] (28) 52.222-3, Convict Labor (Jun 2003) (E.O.11755).

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

[X] (30) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).

[X] (31) (i) 52.222-26, Equal Opportunity (Sep 2016) (E.O.11246).

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

[X] (32) (i) 52.222-35, Equal Opportunity for Veterans (Jun 2020) (38 U.S.C. 4212).

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

[X] (33) (i) 52.222-36, Equal Opportunity for Workers with Disabilities (Jun 2020) (29 U.S.C. 793).

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

___ (ii) Alternate I [Reserved].

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

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

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

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

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

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

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

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

[X] (56) 52.229-12, Tax on Certain Foreign Procurements (Feb 2021).

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

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

[X] (59) 52.232-33, Payment by Electronic Funds Transfer-System for Award Management (Oct2018) (31 U.S.C. 3332).

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

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

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

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

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

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

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

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this

contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial products and commercial services:

[X] (1) 52.222-41, Service Contract Labor Standards (Aug 2018) (41 U.S.C. chapter67).

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

Employee Class	Monetary Wage-Fringe Benefits
99050 Desk Clerk	GS-4, \$13.86 – 18.01/HR
01011 Accounting Clerk	GS-3, \$12.34 – 16.05/HR
01311 Secretary	GS-4, \$13.86 – 18.01/HR
11150 Janitor	WG-2, \$17.06 – 19.84/HR

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

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

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

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

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

[X] (8) 52.222-62, Paid Sick Leave Under Executive Order 13706 (Jan 2022) (E.O. 13706).

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(End of clause)

SECTION D - CONTRACT DOCUMENTS, EXHIBITS, OR ATTACHMENTS

See attached document: ATTACHMENT 1 - QUALITY ASSURANCE SURVEILLANCE PLAN (QASP).

See attached document: ATTACHMENT 2 - WD 2015-5595.

SECTION E - SOLICITATION PROVISIONS

E.1 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 623220 and the size standard is \$19M.
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 Preparation Instructions:
 - a. Vendors must be registered in the System Award Management (SAM) and have a UEI (Unique Entity ID) number.
 - b. **Timeliness. Make note of the solicitation closing date and time listed on the first page of the solicitation and submit before the deadline.**
 - c. **Vendor Response. Send electronic response with subject title: 36C26123Q0550 VASNHCS HCHV RFQ "Vendor Name"**
2. The following factors are required to be fully completed and submitted as part of an offeror's quote:
 - a. **Factor 1: Technical**
 - i. Vendor shall provide a facility informational document that describes rooming accommodations and services offered showing that they can meet all of the requirements listed within the Performance Work Statement (PWS). (This shall not exceed 10 pages)
 1. Include address of the facility within the provided documents.
 2. Providing a detailed layout and photos of the facility will assist in the evaluation of the vendor.
 - ii. Vendor shall provide pest control plan with an emphasis on procedures to address bed bug infestation in accordance with 6.1.10 of the PWS.
 - iii. Vendor shall provide Quality Control Business Plan in accordance with 7.1 of the PWS.
 - iv. Vendor shall provide a Staffing and Service Plan in accordance with 7.2 of the PWS.

- v. Vendor shall provide the following current copies of licenses, permits, accreditation and certificates:
 1. Current occupancy permit issued by the local and state governments (if applicable) in accordance with 6.1.1 of the PWS.

b. Factor 2: Past Performance

- i. Vendor shall provide sufficient data showing they have previously performed the required services identified in the PWS.
 1. Provide up to two past performance references to include contract number, period of performance and dollar amount of contract, services provided, location, point of contact (POC) name, email, phone number, and purchasing agency (or purchasing organization).

The Government may, at its sole discretion, waive the timeliness requirements for late past performance references. The Government may contact the vendor's references to verify data.

c. Factor 3: Socio-Economic Status

- i. Indicate socioeconomic status. If vendor is a SDVOSB, vendor must be certified in VetCert/SBA to receive full credit. If vendor is a VOSB, vendor must be certified in VetCert/SVA to receive some credit.
 1. Subcontracting:
 - a. If you intend on subcontracting to a VETCERT/SBA verified SDVOSB/VOSB, indicate the subcontractor's name and UEI
 - b. If you intend on subcontracting to a socioeconomic vendor, submit subcontracting plan and indicate the subcontractor's name, UEI, and percentage of work to be performed in relation to this requirement

d. Factor 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 FAR 52.209-7 Information Regarding Responsibility Matters (if applicable)

E.2 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

<https://www.acquisition.gov/browse/index/far>
<https://www.va.gov/oal/library/vaar/>

(End of Provision)

<u>FAR Number</u>	<u>Title</u>	<u>Date</u>
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	MAR 2023
52.229-11	TAX ON CERTAIN FOREIGN PROCUREMENTS—NOTICE AND REPRESENTATION	JUN 2020

E.3 52.204-24 REPRESENTATION REGARDING CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (NOV 2021)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(i) For covered equipment—

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

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

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

(ii) For covered services—

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

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

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

(i) For covered equipment—

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

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

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

(ii) For covered services—

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

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

(End of Provision)

E.4 52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS (OCT 2018)

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

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

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

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

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

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

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

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

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

(i) In a criminal proceeding, a conviction.

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

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

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

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

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

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

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

(End of Provision)

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

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

(End of Provision)

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

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

Larry Facio

larry.facio@va.gov

(b) Protests will only be accepted electronically addressed to larry.facio@va.gov.

(End of Provision)

E.7 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.8 VAAR 852.233-70 PROTEST CONTENT/ALTERNATIVE DISPUTE RESOLUTION (OCT 2018)

(a) Any protest filed by an interested party shall—

(1) Include the name, address, fax number, email and telephone number of the protester;

(2) Identify the solicitation and/or contract number;

(3) Include an original signed by the protester or the protester's representative and at least one copy;

(4) Set forth a detailed statement of the legal and factual grounds of the protest, including a description of resulting prejudice to the protester, and provide copies of relevant documents;

(5) Specifically request a ruling of the individual upon whom the protest is served;

(6) State the form of relief requested; and

(7) Provide all information establishing the timeliness of the protest.

(b) Failure to comply with the above may result in dismissal of the protest without further consideration.

(c) Bidders/offerors and Contracting Officers are encouraged to use alternative dispute resolution (ADR) procedures to resolve protests at any stage in the protest process. If ADR is used, the Department of Veterans Affairs will not furnish any documentation in an ADR proceeding beyond what is allowed by the Federal Acquisition Regulation.

(End of Provision)

E.9 VAAR 852.233-71 ALTERNATE PROTEST PROCEDURE (OCT 2018)

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

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

(End of Provision)

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

Deputy Assistant Secretary for Acquisition and Logistics,
Risk Management Team, Department of Veterans Affairs
810 Vermont Avenue, N.W.
Washington, DC 20420

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

Director, Office of Construction and Facilities Management
811 Vermont Avenue, N.W.
Washington, DC 20420

E.10 VAAR 852.273-70 LATE OFFERS (NOV 2021)

This provision replaces paragraph (f) of FAR provision 52.212–1, Instructions to Offerors—Commercial Items. Offers or modifications of offers received after the time set forth in a request for quotations or request for proposals may be considered, at the discretion of the Contracting Officer, if determined to be in the best interest of the Government. Late bids submitted in response to an invitation for bid (IFB) will not be considered.

(End of Provision)

E.11 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 to FAR 52.212-1 Instructions to Offerors* before submitting quotes and please **adhere to all requirements within those instructions**.

The following factors shall be used to evaluate offers:

1. **Factor 1 – Technical:**

This factor will include a review and determination of the vendor's technical capability. The Government will consider the technical capability of a proposed facility by reviewing and confirming **all required documents** and certificates are current 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). Vendors that have an operational facility at commencement of the Period of Performance, able to accommodate up to 20 homeless veterans in accordance with the Price-Cost Schedule and PWS, will be rated more favorably. Vendors that provide specifics of the facility layout with photos will be rated more favorably. Physical location, appearance, and operational condition of the facility and will be taken into consideration.

2. **Factor 2 – Past Performance:**

The government will consider the reference information submitted by the vendor. It may also reach out to each reference listed to receive feedback about performance. In addition to information received by the reference(s), 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 record will be rated more favorably than those with less than superior performance. Vendors who have document history with Homeless Care for Homeless Veterans (HCHV) contracts will be rated more favorably. 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. Factor 3 – Socio-Economic Status:

Vendors having SOCIO-ECONOMIC status will be given credit depending on status. In accordance with 852.215-70, eligible and certified 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 certified Service-Disabled Veteran-Owned and Veteran-Owned Small Business Status evaluation factor. Non-Veteran offerors proposing to use certified SDVOSBs or VOSBs as subcontractors will receive some consideration under this evaluation factor. Full credit will be more favorable than partial credit and some consideration; partial credit will be more favorable than some consideration; some consideration will be more favorable than no consideration.

4. Factor 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)

(End of Addendum to 52.212-1)

E.12 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

[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.

(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)