

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

1. REQUISITION NO. PAGE 1 OF 76

2. CONTRACT NO.	3. AWARD/EFFECTIVE DATE	4. ORDER NO.	5. SOLICITATION NUMBER 36C26224Q0393	6. SOLICITATION ISSUE DATE 12-29-2023
-----------------	-------------------------	--------------	---	--

7. FOR SOLICITATION INFORMATION CALL:	a. NAME Koby Thiel	b. TELEPHONE NO. (No Collect Calls) (520)-792-1450 Ext 1-6273	8. OFFER DUE DATE/LOCAL TIME 01-15-2024 12:00 PM MST
---------------------------------------	-----------------------	--	--

9. ISSUED BY Department of Veterans Affairs NCO 22 - Network Contracting 3601 S. 6th Avenue Tucson AZ 85723	CODE 36C262	10. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED OR <input checked="" type="checkbox"/> SET ASIDE: 100 % FOR: <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input checked="" type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM <input type="checkbox"/> EDWOSB <input type="checkbox"/> 8(A) NAICS: 518210 SIZE STANDARD: \$40 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	14. METHOD OF SOLICITATION <input checked="" type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP
--	--------------------	--	--------------------	---

15. DELIVER TO Department of Veterans Affairs VA Loma Linda Healthcare System 11201 Benton Street Loma Linda CA 92357	CODE 36C605	16. ADMINISTERED BY Department of Veterans Affairs NCO 22 - Network Contracting 3601 S. 6th Avenue Tucson AZ 85723	CODE 36C262
---	----------------	--	----------------

17a. CONTRACTOR/OFFEROR TELEPHONE NO. _____ UEI: _____ EFT: _____	CODE _____ FACILITY CODE _____	18a. PAYMENT WILL BE MADE BY This is accomplished through the Tungsten Network located at: http://www.fsc.va.gov/einvoice.asp This is mandatory and the sole method for submitting invoices. PHONE: _____ FAX: _____	CODE _____
--	--------------------------------	---	------------

17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER SEE ADDENDUM

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	<p>See CONTINUATION Page</p> <p>- VA Loma Linda Healthcare System (VALLHCS) requires Cancer Registry Services in the form of an IDIQ Contract.</p> <p>- Please see Section B and D for complete requirement information.</p> <p>- Please see Section E.1 for Instructions to Offerors to ensure proper bidding.</p> <p>(Use Reverse and/or Attach Additional Sheets as Necessary)</p>				

25. ACCOUNTING AND APPROPRIATION DATA See CONTINUATION Page	26. TOTAL AWARD AMOUNT (For Govt. Use Only) \$0.00
--	---

<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 checked="" type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>1</u> COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED	<input type="checkbox"/> 29. AWARD OF CONTRACT: REF. _____ OFFER DATED _____ YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN IS ACCEPTED AS TO ITEMS:
--	---

30a. SIGNATURE OF OFFEROR/CONTRACTOR	31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)	31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) Mayte Diaz Contracting Officer
30c. DATE SIGNED	31c. DATE SIGNED

Table of Contents

SECTION A	1
A.1 SF 1449 SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES.....	1
SECTION B - CONTINUATION OF SF 1449 BLOCKS	4
B.1 CONTRACT ADMINISTRATION DATA.....	4
B.2 PRICE/COST SCHEDULE	5
ITEM INFORMATION	5
B.3 DELIVERY SCHEDULE	11
SECTION C - CONTRACT CLAUSES	12
C.1 52.212-4 CONTRACT TERMS AND CONDITIONS—COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (NOV 2023)	12
C.2 52.216-18 ORDERING (AUG 2020).....	18
C.3 52.216-19 ORDER LIMITATIONS (OCT 1995)	18
C.4 52.216-22 INDEFINITE QUANTITY (OCT 1995).....	19
C.5 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)	19
C.6 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000) ...	19
C.7 VAAR 852.219-73 VA NOTICE OF TOTAL SET-ASIDE FOR CERTIFIED SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESSES (JAN 2023) (DEVIATION).....	20
C.8 VAAR 852.219-75 VA NOTICE OF LIMITATIONS ON SUBCONTRACTING— CERTIFICATE OF COMPLIANCE FOR SERVICES AND CONSTRUCTION (JAN 2023) (DEVIATION).....	23
C.9 VAAR 852.232-72 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS (NOV 2018).....	24
C.10 VAAR 852.242-71 ADMINISTRATIVE CONTRACTING OFFICER (OCT 2020)..	26
C.11 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)	26
C.12 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS—COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (DEC 2023).....	26
SECTION D - CONTRACT DOCUMENTS, EXHIBITS, OR ATTACHMENTS	35
D.1 STATEMENT OF WORK	35
D.2 WAGE DETERMINATION.....	47
D.3 ATTACHMENTS	48
SECTION E - SOLICITATION PROVISIONS	49
E.1 ADDENDUM to FAR 52.212-1 INSTRUCTIONS TO OFFERORS—COMMERCIAL ITEMS	49
E.2 52.204-24 REPRESENTATION REGARDING CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (NOV 2021)	51
E.3 52.204-29 FEDERAL ACQUISITION SUPPLY CHAIN SECURITY ACT ORDERS—REPRESENTATION AND DISCLOSURES (DEC 2023).....	54

E.4 52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS (OCT 2018)55

E.5 52.216-1 TYPE OF CONTRACT (APR 1984).....56

E.6 52.233-2 SERVICE OF PROTEST (SEP 2006).....56

E.7 VAAR 852.233-71 ALTERNATE PROTEST PROCEDURE (OCT 2018).....57

E.8 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998).....57

E.9 52.212-2 EVALUATION—SIMPLIFIED ACQUISITION PROCEDURES.....58

E.10 52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS—
COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (NOV 2023)59

SECTION B - CONTINUATION OF SF 1449 BLOCKS

B.1 CONTRACT ADMINISTRATION DATA

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

a. CONTRACTOR:

b. GOVERNMENT: Contracting Officer 36C262 Mayte Diaz

Department of Veterans Affairs

NCO 22 - Network Contracting

3601 S. 6th Avenue

Tucson AZ 85723

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

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

52.232-36, Payment by Third Party

3. INVOICES: Invoices shall be submitted in arrears:

a. Quarterly

b. Semi-Annually

c. Other Monthly

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

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

AMENDMENT NO	DATE

B.2 PRICE/COST SCHEDULE

ITEM INFORMATION

ITEM NUMBER	DESCRIPTION OF SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	<p>Case Abstracts In Accordance With (IAW) Statement of Work (SOW) Contract Period: Base POP Begin: 02-01-2024 POP End: 01-31-2025 PRINCIPAL NAICS CODE: 518210 - Computing Infrastructure Providers, Data Processing, Web Hosting, and Related Services PRODUCT/SERVICE CODE: R702 - Support - Management: Data Collection</p>	600.00	EA		
0002	<p>Casefinding IAW the SOW Contract Period: Base POP Begin: 02-01-2024 POP End: 01-31-2025 PRINCIPAL NAICS CODE: 518210 - Computing Infrastructure Providers, Data Processing, Web Hosting, and Related Services PRODUCT/SERVICE CODE: R702 - Support - Management: Data Collection</p>	2,800.00	EA		
0003	<p>Follow-up cases IAW the SOW Contract Period: Base POP Begin: 02-01-2024 POP End: 01-31-2025 PRINCIPAL NAICS CODE: 518210 - Computing Infrastructure Providers, Data Processing, Web Hosting, and Related Services PRODUCT/SERVICE CODE: R702 - Support - Management: Data Collection</p>	2,500.00	EA		
0004	<p>RQRS Updates/Corrections IAW the SOW Contract Period: Base POP Begin: 02-01-2024 POP End: 01-31-2025 PRINCIPAL NAICS CODE: 518210 - Computing Infrastructure Providers, Data Processing, Web Hosting, and Related Services PRODUCT/SERVICE CODE: R702 - Support - Management: Data Collection</p>	600.00	EA		

0005	100.00	HR	<p>COC Logs and Updates IAW the SOW Contract Period: Base POP Begin: 02-01-2024 POP End: 01-31-2025 PRINCIPAL NAICS CODE: 518210 - Computing Infrastructure Providers, Data Processing, Web Hosting, and Related Services PRODUCT/SERVICE CODE: R702 - Support - Management: Data Collection</p>
0006	50.00	HR	<p>Consult Hours IAW the SOW Contract Period: Base POP Begin: 02-01-2024 POP End: 01-31-2025 PRINCIPAL NAICS CODE: 518210 - Computing Infrastructure Providers, Data Processing, Web Hosting, and Related Services PRODUCT/SERVICE CODE: R702 - Support - Management: Data Collection</p>
1001	600.00	EA	<p>Case Abstracts In Accordance With (IAW) Statement of Work (SOW) Contract Period: Option 1 POP Begin: 02-01-2025 POP End: 01-31-2026 PRINCIPAL NAICS CODE: 518210 - Computing Infrastructure Providers, Data Processing, Web Hosting, and Related Services PRODUCT/SERVICE CODE: R702 - Support - Management: Data Collection</p>
1002	2,800.00	EA	<p>Casefinding IAW the SOW Contract Period: Option 1 POP Begin: 02-01-2025 POP End: 01-31-2026 PRINCIPAL NAICS CODE: 518210 - Computing Infrastructure Providers, Data Processing, Web Hosting, and Related Services PRODUCT/SERVICE CODE: R702 - Support - Management: Data Collection</p>
1003	2,500.00	EA	<p>Follow-up cases IAW the SOW Contract Period: Option 1 POP Begin: 02-01-2025 POP End: 01-31-2026 PRINCIPAL NAICS CODE: 518210 - Computing Infrastructure</p>

	Providers, Data Processing, Web Hosting, and Related Services PRODUCT/SERVICE CODE: R702 - Support - Management: Data Collection		
1004	RQRS Updates/Corrections IAW the SOW Contract Period: Option 1 POP Begin: 02-01-2025 POP End: 01-31-2026 PRINCIPAL NAICS CODE: 518210 - Computing Infrastructure Providers, Data Processing, Web Hosting, and Related Services PRODUCT/SERVICE CODE: R702 - Support - Management: Data Collection	600.00	EA
1005	COC Logs and Updates IAW the SOW Contract Period: Option 1 POP Begin: 02-01-2025 POP End: 01-31-2026 PRINCIPAL NAICS CODE: 518210 - Computing Infrastructure Providers, Data Processing, Web Hosting, and Related Services PRODUCT/SERVICE CODE: R702 - Support - Management: Data Collection	100.00	HR
1006	Consult Hours IAW the SOW Contract Period: Option 1 POP Begin: 02-01-2025 POP End: 01-31-2026 PRINCIPAL NAICS CODE: 518210 - Computing Infrastructure Providers, Data Processing, Web Hosting, and Related Services PRODUCT/SERVICE CODE: R702 - Support - Management: Data Collection	50.00	HR
2001	Case Abstracts In Accordance With (IAW) Statement of Work (SOW) Contract Period: Option 2 POP Begin: 02-01-2026 POP End: 01-31-2027 PRINCIPAL NAICS CODE: 518210 - Computing Infrastructure Providers, Data Processing, Web Hosting, and Related Services PRODUCT/SERVICE CODE: R702 - Support - Management: Data Collection	600.00	EA
2002		2,800.00	EA

			<p>Casefinding IAW the SOW Contract Period: Option 2 POP Begin: 02-01-2026 POP End: 01-31-2027 PRINCIPAL NAICS CODE: 518210 - Computing Infrastructure Providers, Data Processing, Web Hosting, and Related Services PRODUCT/SERVICE CODE: R702 - Support - Management: Data Collection</p>
2003		2,500.00	EA
			<p>Follow-up cases IAW the SOW Contract Period: Option 2 POP Begin: 02-01-2026 POP End: 01-31-2027 PRINCIPAL NAICS CODE: 518210 - Computing Infrastructure Providers, Data Processing, Web Hosting, and Related Services PRODUCT/SERVICE CODE: R702 - Support - Management: Data Collection</p>
2004		400.00	EA
			<p>RQRS Updates/Corrections IAW the SOW Contract Period: Option 2 POP Begin: 02-01-2026 POP End: 01-31-2027 PRINCIPAL NAICS CODE: 518210 - Computing Infrastructure Providers, Data Processing, Web Hosting, and Related Services PRODUCT/SERVICE CODE: R702 - Support - Management: Data Collection</p>
2005		100.00	HR
			<p>COC Logs and Updates IAW the SOW Contract Period: Option 2 POP Begin: 02-01-2026 POP End: 01-31-2027 PRINCIPAL NAICS CODE: 518210 - Computing Infrastructure Providers, Data Processing, Web Hosting, and Related Services PRODUCT/SERVICE CODE: R702 - Support - Management: Data Collection</p>
2006		50.00	HR
			<p>Consult Hours IAW the SOW Contract Period: Option 2 POP Begin: 02-01-2026 POP End: 01-31-2027 PRINCIPAL NAICS CODE: 518210 - Computing Infrastructure Providers, Data Processing, Web Hosting, and Related Services PRODUCT/SERVICE CODE: R702 - Support - Management: Data Collection</p>

Collection		
3001	600.00	EA
<p>Case Abstracts In Accordance With (IAW) Statement of Work (SOW) Contract Period: Option 3 POP Begin: 02-01-2027 POP End: 01-31-2028 PRINCIPAL NAICS CODE: 518210 - Computing Infrastructure Providers, Data Processing, Web Hosting, and Related Services PRODUCT/SERVICE CODE: R702 - Support - Management: Data Collection</p>		
3002	2,800.00	EA
<p>Casefinding IAW the SOW Contract Period: Option 3 POP Begin: 02-01-2027 POP End: 01-31-2028 PRINCIPAL NAICS CODE: 518210 - Computing Infrastructure Providers, Data Processing, Web Hosting, and Related Services PRODUCT/SERVICE CODE: R702 - Support - Management: Data Collection</p>		
3003	2,500.00	EA
<p>Follow-up cases IAW the SOW Contract Period: Option 3 POP Begin: 02-01-2027 POP End: 01-31-2028 PRINCIPAL NAICS CODE: 518210 - Computing Infrastructure Providers, Data Processing, Web Hosting, and Related Services PRODUCT/SERVICE CODE: R702 - Support - Management: Data Collection</p>		
3004	600.00	EA
<p>RQRS Updates/Corrections IAW the SOW Contract Period: Option 3 POP Begin: 02-01-2027 POP End: 01-31-2028 PRINCIPAL NAICS CODE: 518210 - Computing Infrastructure Providers, Data Processing, Web Hosting, and Related Services PRODUCT/SERVICE CODE: R702 - Support - Management: Data Collection</p>		
3005	100.00	HR
<p>COC Logs and Updates IAW the SOW Contract Period: Option 3 POP Begin: 02-01-2027</p>		

			POP End: 01-31-2028 PRINCIPAL NAICS CODE: 518210 - Computing Infrastructure Providers, Data Processing, Web Hosting, and Related Services PRODUCT/SERVICE CODE: R702 - Support - Management: Data Collection
3006	50.00	HR	Consult Hours IAW the SOW Contract Period: Option 3 POP Begin: 02-01-2027 POP End: 01-31-2028 PRINCIPAL NAICS CODE: 518210 - Computing Infrastructure Providers, Data Processing, Web Hosting, and Related Services PRODUCT/SERVICE CODE: R702 - Support - Management: Data Collection
4001	600.00	EA	Case Abstracts In Accordance With (IAW) Statement of Work (SOW) Contract Period: Option 4 POP Begin: 02-01-2028 POP End: 01-31-2029 PRINCIPAL NAICS CODE: 518210 - Computing Infrastructure Providers, Data Processing, Web Hosting, and Related Services PRODUCT/SERVICE CODE: R702 - Support - Management: Data Collection
4002	2,800.00	EA	Casefinding IAW the SOW Contract Period: Option 4 POP Begin: 02-01-2028 POP End: 01-31-2029 PRINCIPAL NAICS CODE: 518210 - Computing Infrastructure Providers, Data Processing, Web Hosting, and Related Services PRODUCT/SERVICE CODE: R702 - Support - Management: Data Collection
4003	2,500.00	EA	Follow-up cases IAW the SOW Contract Period: Option 4 POP Begin: 02-01-2028 POP End: 01-31-2029 PRINCIPAL NAICS CODE: 518210 - Computing Infrastructure Providers, Data Processing, Web Hosting, and Related Services PRODUCT/SERVICE CODE: R702 - Support - Management: Data Collection

4004		600.00	EA	
	<p>RQRS Updates/Corrections IAW the SOW Contract Period: Option 4 POP Begin: 02-01-2028 POP End: 01-31-2029 PRINCIPAL NAICS CODE: 518210 - Computing Infrastructure Providers, Data Processing, Web Hosting, and Related Services PRODUCT/SERVICE CODE: R702 - Support - Management: Data Collection</p>			
4005		100.00	HR	
	<p>COC Logs and Updates IAW the SOW Contract Period: Option 4 POP Begin: 02-01-2028 POP End: 01-31-2029 PRINCIPAL NAICS CODE: 518210 - Computing Infrastructure Providers, Data Processing, Web Hosting, and Related Services PRODUCT/SERVICE CODE: R702 - Support - Management: Data Collection</p>			
4006		50.00	HR	
	<p>Consult Hours IAW the SOW Contract Period: Option 4 POP Begin: 02-01-2028 POP End: 01-31-2029 PRINCIPAL NAICS CODE: 518210 - Computing Infrastructure Providers, Data Processing, Web Hosting, and Related Services PRODUCT/SERVICE CODE: R702 - Support - Management: Data Collection</p>			
			GRAND TOTAL	

B.3 DELIVERY SCHEDULE

ITEM NUMBER	SHIPPING INFORMATION	QUANTITY	DELIVERY DATE
0001-4006	SHIP TO: VA Loma Linda Health Care System 11201 Benton Street Loma Linda, CA 92357 USA		

SECTION C - CONTRACT CLAUSES

C.1 52.212-4 CONTRACT TERMS AND CONDITIONS—COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (NOV 2023)

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

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

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

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

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

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

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

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

(g) Invoice.

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

(i) Name and address of the Contractor;

(ii) Invoice date and number;

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

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

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

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

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

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

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

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

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

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

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

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

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

(i) Payment.—

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

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

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

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

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

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

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

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

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

(D) Contractor point of contact.

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

(6) *Interest.*

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

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

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

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

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

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

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

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

(A) The date fixed under this contract.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- (1) The schedule of supplies/services.
- (2) The Assignments, Disputes, Payments, Invoice, Other Compliances, Compliance with Laws Unique to Government Contracts, and Unauthorized Obligations paragraphs of this clause;
- (3) The clause at 52.212-5.
- (4) Addenda to this solicitation or contract, including any license agreements for computer software.
- (5) Solicitation provisions if this is a solicitation.
- (6) Other paragraphs of this clause.

(7) The Standard Form 1449.

(8) Other documents, exhibits, and attachments

(9) The specification.

(t) [Reserved]

(u) *Unauthorized Obligations.*

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

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

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

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

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

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

(End of Clause)

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

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

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

C.2 52.216-18 ORDERING (AUG 2020)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from 02/01/2024 through 1/31/2029.

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

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

(1) If sent by mail (includes transmittal by U.S. mail or private delivery service), the Government deposits the order in the mail;

(2) If sent by fax, the Government transmits the order to the Contractor's fax number; or

(3) If sent electronically, the Government either—

(i) Posts a copy of the delivery order or task order to a Government document access system, and notice is sent to the Contractor; or

(ii) Distributes the delivery order or task order via email to the Contractor's email address.

(d) Orders may be issued by methods other than those enumerated in this clause only if authorized in the contract.

(End of Clause)

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

(a) *Minimum order.* When the Government requires supplies or services covered by this contract in an amount of less than \$5,000.00, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) *Maximum order.* The Contractor is not obligated to honor—

(1) Any order for a single item in excess of \$100,000.00;

(2) Any order for a combination of items in excess of \$250,000.00; or

(3) A series of orders from the same ordering office within 10 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 5 days after issuance, with written notice stating the

Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of Clause)

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

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

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

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

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; *provided*, that the Contractor shall not be required to make any deliveries under this contract after 1/31/2030.

(End of Clause)

C.5 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

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

(End of Clause)

C.6 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

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

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

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed five (5) years.

(End of Clause)

C.7 VAAR 852.219-73 VA NOTICE OF TOTAL SET-ASIDE FOR CERTIFIED SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESSES (JAN 2023) (DEVIATION)

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

(1) Means a small business concern—

(i) Not less than 51 percent of which is owned by one or more service-disabled Veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled Veterans or eligible surviving spouses (see VAAR 802.201, Surviving Spouse definition);

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

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

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

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

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

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

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

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

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

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

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

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

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

(d) *Agreement/LOS certification.* When awarded a contract action, including orders under multipleaward contracts, an SDVOSB agrees that in the performance of the contract, the SDVOSB shall comply with requirements in VAAR subpart 819.70 and SBA regulations on small business size, and government contracting programs at 13 CFR part 121 and part 125, including the non-manufacturer rule and limitations on subcontracting (LOS) requirements in 13 CFR 121.406(b) and 13 CFR 125.6. For the purpose of limitations on subcontracting, only certified SDVOSBs listed in the SBA certification database (including independent contractors) shall be considered eligible and/or "similarly situated" (i.e., a firm that has the same small business program status as the prime contractor). An otherwise eligible firm further agrees to comply with the required LOS certification requirements in this solicitation (see 852.219–75 or 852.219–76 as applicable). These requirements are summarized as follows:

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

(2) *Supplies/products.*

(i) In the case of a contract for supplies or products (other than from a non-manufacturer of such supplies), the SDVOSB prime contractor will not pay more than 50% of the amount paid by the government to the prime for contract performance, excluding the cost of materials, to firms that are not certified SDVOSBs listed in the SBA certification database. When a contract

includes both supply and services, the 50 percent limitation shall apply only to the supply portion of the contract.

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

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

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

(5) *Subcontracting.* An SDVOSB subcontractor must meet the NAICS size standard assigned by the prime contractor and be certified and listed in the SBA certification database to count as similarly situated. Any work that a first tier SDVOSB subcontractor further subcontracts will count towards the percent of subcontract amount that cannot be exceeded. For supply or construction contracts, the cost of materials is excluded and not considered to be subcontracted. When a contract includes both services and supplies, the 50 percent limitation shall apply only to the portion of the contract with the preponderance of the expenditure upon which the assigned NAICS is based. For information and more specific requirements, refer to 13 CFR 125.6.

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

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

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

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

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

(h) *Misrepresentation.* Pursuant to 38 U.S.C. 8127(g), any business concern, including all its principals, that is determined by VA to have willfully and intentionally misrepresented a

company's SDVOSB status is subject to debarment from contracting with the Department for a period of not less than five years (see VAAR 809.406–2 Causes for Debarment).

(End of Clause)

C.8 VAAR 852.219-75 VA NOTICE OF LIMITATIONS ON SUBCONTRACTING—CERTIFICATE OF COMPLIANCE FOR SERVICES AND CONSTRUCTION (JAN 2023) (DEVIATION)

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

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

(i) *Services*. In the case of a contract for services (except construction), the contractor will not pay more than 50% of the amount paid by the government to it to firms that are not certified SDVOSBs listed in the SBA certification database as set forth in 852.219–73 or certified VOSBs listed in the SBA certification database as set forth in 852.219–74. Any work that a similarly situated certified SDVOSB/VOSB subcontractor further subcontracts will count towards the 50% subcontract amount that cannot be exceeded. Other direct costs may be excluded to the extent they are not the principal purpose of the acquisition and small business concerns do not provide the service as set forth in 13 CFR 125.6.

(ii) *General construction*. In the case of a contract for general construction, the contractor will not pay more than 85% of the amount paid by the government to it to firms that are not certified SDVOSBs listed in the SBA certification database as set forth in 852.219–73 or certified VOSBs listed in the SBA certification database as set forth in 852.219–74. Any work that a similarly situated certified SDVOSB/VOSB subcontractor further subcontracts will count towards the 85% subcontract amount that cannot be exceeded. Cost of materials are excluded and not considered to be subcontracted.

(iii) *Special trade construction contractors*. In the case of a contract for special trade contractors, the contractor will not pay more than 75% of the amount paid by the government to it to firms that are not certified SDVOSBs listed in the SBA certification database as set forth in 852.219–73 or certified VOSBs listed in the SBA certification database as set forth in 852.219–74. Any work that a similarly situated certified SDVOSB/VOSB subcontractor further subcontracts will count towards the 75% subcontract amount that cannot be exceeded. Cost of materials are excluded and not considered to be subcontracted.

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

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

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

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

(iii) Prosecution for violating 18 U.S.C. 1001.

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

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

(d) Offeror completed certification/fill-in required. The formal certification must be completed, signed and returned with the offeror's bid, quotation, or proposal. The Government will not consider offers for award from offerors that do not provide the certification, and all such responses will be deemed ineligible for evaluation and award.

Certification

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

Printed Name of Signee: _____

Printed Title of Signee: _____

Signature: _____

Date: _____

Company Name and Address: _____

(End of Clause)

C.9 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.10 VAAR 852.242-71 ADMINISTRATIVE CONTRACTING OFFICER (OCT 2020)

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

(End of Clause)

C.11 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	NOV 2023
52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON POSTCONSUMER FIBER CONTENT PAPER	MAY 2011
52.204-13	SYSTEM FOR AWARD MANAGEMENT MAINTENANCE	OCT 2018
52.204-18	COMMERCIAL AND GOVERNMENT ENTITY CODE MAINTENANCE	AUG 2020
52.224-1	PRIVACY ACT NOTIFICATION	APR 1984
52.224-2	PRIVACY ACT	APR 1984
52.227-14	RIGHTS IN DATA—GENERAL	MAY 2014
852.201-70	CONTRACTING OFFICER'S REPRESENTATIVE	DEC 2022
852.203-70	COMMERCIAL ADVERTISING	MAY 2018

(End of Addendum to 52.212-4)

C.12 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS—COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (DEC 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 Covered Entities (DEC 2023) (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:

(1) 52.203–6, Restrictions on Subcontractor Sales to the Government (JUN 2020), with Alternate I (NOV 2021) (41 U.S.C. 4704 and 10 U.S.C. 4655).

(2) 52.203–13, Contractor Code of Business Ethics and Conduct (NOV 2021) (41 U.S.C. 3509).

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

(4) 52.203–17, Contractor Employee Whistleblower Rights (NOV 2023) (41 U.S.C. 4712); this clause does not apply to contracts of DoD, NASA, the Coast Guard, or applicable elements of the intelligence community—see FAR 3.900(a).

(5) 52.204–10, Reporting Executive Compensation and First-Tier Subcontract Awards (JUN 2020) (Pub. L. 109–282) (31 U.S.C. 6101 note).

(6) [Reserved]

(7) 52.204–14, Service Contract Reporting Requirements (OCT 2016) (Pub. L. 111–117, section 743 of Div. C).

(8) 52.204–15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (OCT 2016) (Pub. L. 111–117, section 743 of Div. C).

(9) 52.204–27, Prohibition on a ByteDance Covered Application (JUN 2023) (Section 102 of Division R of Pub. L. 117–328).

(10) 52.204–28, Federal Acquisition Supply Chain Security Act Orders—Federal Supply Schedules, Governmentwide Acquisition Contracts, and Multi-Agency Contracts. (DEC 2023) (Pub. L. 115–390, title II).

(11)(i) 52.204–30, Federal Acquisition Supply Chain Security Act Orders— Prohibition. (DEC 2023) (Pub. L. 115–390, title II).

(ii) Alternate I (DEC 2023) of 52.204–30.

(12) 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).

(13) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (OCT 2018) (41 U.S.C. 2313).

(14) [Reserved]

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

(16) 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).

(17) [Reserved]

(18)(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.

(19)(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.

(20) 52.219-8, Utilization of Small Business Concerns (SEP 2023) (15 U.S.C. 637(d)(2) and (3)).

(21)(i) 52.219–9, Small Business Subcontracting Plan (SEP 2023) (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 2023) of 52.219–9.

(22)(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.

(23) 52.219–14, Limitations on Subcontracting (OCT 2022) (15 U.S.C. 657s).

(24) 52.219-16, Liquidated Damages—Subcontracting Plan (SEP 2021) (15 U.S.C. 637(d)(4)(F)(i)).

(25) 52.219–27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (OCT 2022) (15 U.S.C. 657f).

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

(ii) Alternate I (MAR 2020) of 52.219–28.

(27) 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)).

(28) 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)).

(29) 52.219-32, Orders Issued Directly Under Small Business Reserves (MAR 2020) (15 U.S.C. 644(r)).

(30) (26) 52.219–33, Nonmanufacturer Rule (SEP 2021) (15 U.S.C. 657s).

(31) 52.222-3, Convict Labor (JUN 2003) (E.O. 11755).

(32) 52.222–19, Child Labor—Cooperation with Authorities and Remedies (NOV 2023) (E.O. 13126).

(33) 52.222-21, Prohibition of Segregated Facilities (APR 2015).

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

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

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

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

(36)(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.

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

(38) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496).

(39)(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).

(40) 52.222-54, Employment Eligibility Verification (MAY 2022). (E. O. 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial products or commercial services as prescribed in FAR 22.1803.)

(41)(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.)

(42) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (JUN 2016) (E.O. 13693).

(43) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (JUN 2016) (E.O. 13693).

(44)(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.

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

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

(46) 52.223-15, Energy Efficiency in Energy-Consuming Products (MAY 2020) (42 U.S.C. 8259b).

(47)(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.

(48) 52.223–18, Encouraging Contractor Policies to Ban Text Messaging While Driving (JUN 2020) (E.O. 13513).

(49) 52.223-20, Aerosols (JUN 2016) (E.O. 13693).

(50) 52.223-21, Foams (JUN 2016) (E.O. 13693).

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

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

(52)(i) 52.225-1, Buy American—Supplies (OCT 2022) (41 U.S.C. chapter 83).

(ii) Alternate I (OCT 2022) of 52.225–1.

(53)(i) 52.225-3, Buy American—Free Trade Agreements—Israeli Trade Act (NOV 2023) (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 (NOV 2023) of 52.225-3.

(v) Alternate IV (OCT 2022) of 52.225-3.

(54) 52.225-5, Trade Agreements (NOV 2023) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

(55) 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).

(56) 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).

(57) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (NOV 2007) (42 U.S.C. 5150).

(58) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (NOV 2007) (42 U.S.C. 5150).

(59) 52.229-12, Tax on Certain Foreign Procurements (FEB 2021).

(60) 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).

(61) 52.232-30, Installment Payments for Commercial Products and Commercial Services (NOV 2021) (41 U.S.C. 4505, 10 U.S.C. 3805).

(62) 52.232-33, Payment by Electronic Funds Transfer—System for Award Management (OCT 2018) (31 U.S.C. 3332).

(63) 52.232-34, Payment by Electronic Funds Transfer—Other than System for Award Management (JUL 2013) (31 U.S.C. 3332).

(64) 52.232-36, Payment by Third Party (MAY 2014) (31 U.S.C. 3332).

(65) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).

(66) 52.242-5, Payments to Small Business Subcontractors (JAN 2017)(15 U.S.C. 637(d)(13)).

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

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

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

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

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

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

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

Employee Class	Monetary Wage-Fringe Benefits
12190 Medical Record Tech	GS-05

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

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

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

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

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

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

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

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

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

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

or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

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

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

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

(ii) 52.203–17, Contractor Employee Whistleblower Rights (NOV 2023) (41 U.S.C. 4712).

(iii) 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)).

(iv) 52.204–23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab Covered Entities (DEC 2023) (Section 1634 of Pub. L. 115–91).

(v) 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).

(vi) 52.204–27, Prohibition on a ByteDance Covered Application (JUN 2023) (Section 102 of Division R of Pub. L. 117–328).

(vii) (A) 52.204–30, Federal Acquisition Supply Chain Security Act Orders— Prohibition. (DEC 2023) (Pub. L. 115–390, title II).

(B) Alternate I (DEC 2023) of 52.204–30.

(viii) 52.219–8, Utilization of Small Business Concerns (SEP 2023) (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.

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

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

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

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

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

(xiv) 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.

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

(xvi)(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).

(xvii) 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).

(xviii) 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).

(xix) 52.222-54, Employment Eligibility Verification (MAY 2022) (E. O. 12989).

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

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

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

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

(xxiii) 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).

(xxiv) 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.

(xxv) 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.

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

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

(End of Clause)

SECTION D - CONTRACT DOCUMENTS, EXHIBITS, OR ATTACHMENTS

D.1 STATEMENT OF WORK

1. SCOPE OF WORK:

Services required under this contract shall include all necessary facilities, staffing, equipment, and supplies and are to be performed at the Contractor's facility or VALLHS. The Contractor shall be responsible for the administration and management of all facility aspects of this contract service. This includes responsibility for all contractor employees, subcontracts, agents, and anyone acting for, or on behalf, of the contractor.

The VA reserves the right to perform any part of these services in-house at any VA facility, without penalty, if VA resources are available.

Contractor shall thoroughly review the specifications and become familiar with the areas of coverage in order to become fully aware of the scope of requirements. Failure to understand the contract requirements shall not relieve the Contractor from performing in accordance with the meaning and intent of the specifications. The Government will NOT reimburse cost not incorporated into the Contractor's price.

Cancer Registry Services shall include, but are not limited to the following:

Ongoing oncology data requirements, including completion of required full data set:

- a. Comprehensive case finding processes that review all available data sources identifying reportable patients and accession >90% within 30 days of first of contact with VALLHCS. This includes community care under fee basis or purchased care.
- b. Ongoing timely and accurate case completion within 6 months of first contact and with minimum 90% data accuracy score using VA processes and standardized review checklist.
- c. Assisting to eliminate backlog of unreported and incomplete patient data submissions as assigned by the CO/designate.
- d. Patient data abstraction completed in the approved Cancer Registry database software of all reported patients to VA and CoC standards.
- e. Meet reporting requirements of the American College of Surgeon's, Commission on Cancer, and the VA Central Cancer Registry System
- f. All contract employees maintain credentials through the National Cancer Registrar's Association and provide annual evidence of current certification of all employees.

2. SERVICE AND PERFORMANCE REQUIREMENTS:

Contractor shall provide Cancer Registry Services to include:

- a. Comprehensive case finding processes that review all available data sources identifying reportable patients and accession >90% within 30 days of first of contact with VALLHCS. This includes community care under fee basis or purchased care.
- b. Ongoing timely and accurate case completion within 6 months of first contact and with minimum 90% data accuracy score using VA processes and standardized review checklist.
- c. Assisting to eliminate backlog of unreported and incomplete patient data submissions as assigned by the CO/designate.
- d. Patient data abstraction completed in the approved Cancer Registry database software of all reported patients to VA and CoC standards.
- e. Meet reporting requirements of the American College of Surgeon's, Commission on Cancer and the VA Central Cancer Registry System
- f. All contract employees maintain credentials through the National Cancer Registrar's Association and provide annual evidence of current certification of all employees.
- g. Perform lifetime annual follow-up for disease surveillance to the current CoC reference date as assigned. Performs this requirement to VA and CoC standards.
- h. Maintaining an oncology database used to evaluate the efficacy of diagnostics, cancer therapies, patient outcomes, survival, as well as provide data for operational purposes and strategic planning.
- i. Maintaining patient and records confidentiality in accordance with the Privacy Act of 1974, complying with the terms of VA computer access security agreement, and other applicable government regulations
- j. Providing occasional consultative services both by telephone and possibly on site to assist sites in the accreditation process on as-needed basis.

Contractor Responsibilities:

- (a) Contractor shall provide all necessary computer equipment for use at remote site, as applicable.
- (b) Contractor shall provide the Cancer Registry function of follow-up as described in the Standards of the American College of Surgeon's Commission on Cancer (CoC) data standards manual pertinent to diagnosis year. These functions shall include computer input, data review and report generation tailored to the needs and/or specifications of the VA.

- (c) Contractor personnel functioning under this contract shall be nationally board credentialed. Contractor shall verify its personnel's current certification status with the National Cancer Registrars Association and shall provide evidence of current certification along with their proposal.
- (d) Contractor's personnel will perform all requirements at remote locations and shall comply with the industry standard of case completion of six (6) months after date of first contact. A list of cases completed shall be provided to the Contracting Officer's Representative (COR) and/or designate along with monthly invoices. Case abstraction encompasses the full and complete data set (required, optional and supplemental fields) to present a complete patient summary in the approved VA cancer registry software database. Text fields shall be utilized to document critical findings for Physical Exam, Scans, Scopes, Labs, Diagnostics, OP Reports, Pathology, **and** SSDI. SEER and AJCC TNM staging shall be determined on all patients meeting the criteria as established by SEER and the American Joint Commission on Cancer, AJCC Cancer Staging Manual pertinent to diagnosis year, in conjunction with accepted principles. All available patient medical documentation will be reviewed to complete the full data, from VA and non-VA providers.
- (e) Contractor shall assist VA in eliminating backlog of unreported and incomplete patient as needed and will be provided all work assignments for each month. Monthly assignments must be completed by last business day unless otherwise directed or justified by CO and/or DOA.
- (f) Contractor shall provide follow-up of living cancer patients in compliance with accepted industry standards, posting information on recurrence, subsequent therapy, date of last contact, vital status, cancer status, and provide supporting text to substantiate fields per VA standards. Outcome data shall be included when applicable. Follow-up shall be maintained at a minimum of 90% on all patients in the registry database, this is required to use registry data for survival (outcome) analysis, which is industry standard. Cases are delinquent (lost) if the follow-up interval exceeds 15 months. Contractor shall provide a list of patients completed only as assigned.
- (g) Contractor shall correct all inconsistencies found through any quality assurance review within 10 working days of submission of inconsistencies, errors, warnings, or any other data quality problems at no additional cost to the VA.
- (h) Contractor shall comply with all guidelines governing the accepted standard of registry operations, to include the American College of Surgeon's Commission on Cancer, American Joint Commission on Cancer, National Cancer Institute's Surveillance, Epidemiology and End Results, World Health Organization's International Classification of Diseases for Oncology, both current and future.
- (i) Contract personnel will comply with VHA Directive and National Oncology Program Office policies and procedures.
- (j) Contractor's employees shall sign VA's Confidentially Disclosure Agreements and forms as required.

VA Responsibilities:

- (a) VA will provide computer access to the electronic medical records and programs maintained in the VA data system, either on site or via remote location.
- (b) VA will perform periodic updates, as deemed necessary to maintain currency on the use of the VA's software packages to include: VA approved cancer registry software, VA electronic health record systems, Laboratory/Pathology, Surgery, Radiology, Discharge, Primary Care Patient Inquiry, Health Summary, VISTA Imaging, dashboards, screening platforms, electronic conference/telecommunication platform, and electronic email.
- (c) VA will perform unusual case finding; and patient care evaluation functions not contracted/negotiated previously, or as requested.
- (d) VA will be responsible for annual reports, follow-up letters, contracts with physicians, family members, and any other health care provider pertaining to patients that may be lost to follow-up, case finding, data extraction for local VA needs, and reporting to all state and national agencies as required.

VA Managing Physicians will be responsible for the staging of newly diagnosed cancer cases entering the appropriate stages into the appropriate staging templates. VA will report the stages by the managing physicians and will post to the appropriate cases in the fields Physician's State and Physician Staging when available.

3. RELEASE AND CONFIDENTIALITY OF MEDICAL INFORMATION:

a. The contractor shall only release medical information obtained during this contract to other contractor or VA employees involved in the care and/or treatment of that individual patient. Patient demographics shall be treated as privileged information. Lists, names, and/or social security numbers of patients shall not be disclosed or revealed any way, for any use outside the contractor's facility or without prior express written permission of the VA Chief of Staff.

b. Transcribed reports containing personal identifiers, as identified below, when not used as an official document, must be shredded by the contractor.

c. The contractor is subject to the provisions of the Privacy Act of 1974 (Public Law 93-579); the comprehensive Alcohol and Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1972 (Public Law 93-282); the Drug Abuse Office and Treatment Act of 1972 (Public Law 93-255); and all other Federal or State statues regarding confidentiality of patient information

d. VA shall be provided access to medical records in the contractor's facility regarding a veteran's dosing under this contract.

e. Veterans requesting copies of medical information generated by the Contractor shall be referred to the VALLHS Release of Information Office.

4. INVOICE AND PAYMENT:

The Contractor shall submit invoices monthly in arrears. Invoices shall include, at a minimum, the information requested in FAR clause 52.212-4 Contract Terms and Conditions – Commercial Items, paragraph (g) Invoice and any additional details necessary to identify services rendered. Invoices shall be addressed to: VA FSC, P.O. Box 149971, Austin, Texas 78714 or fax to (512) 460-5238. The Financial Services Center (FSC) has a toll-free number for the Customer Support Help Desk. The number is 1-877-353-9791. Online registration to the Financial Service Center for payment status checking and inquiry is at <http://www.fsc.va.gov/vis/login.html> . Contractor shall be paid by electronic funds transfer.

A Customer Copy of invoice (clearly marked NOT FOR BILLING PURPOSES) with patient data, (e.g.: names, last four digits of SSN or other identification number, type of procedure(s) performed with associated (CPT) code(s), date of service(s) performed, and unit price shown for each service) shall be sent to the designated COTR of Cancer Registry Service at the VA Loma Linda Healthcare Services.

Invoices submitted for payment shall be reviewed for accuracy, verified against patient records, time records and attendance logs and shall be subject to approval by the Government prior to remittance of payment. Any discrepancies found shall be brought to the attention of the Contractor and shall be resolved. A corrected copy of the invoice must be submitted by the Contractor, as instructed by the Government.

Invoices shall include all charges for care provided and payment made shall constitute total cost for services rendered. No additional charges are to be billed to the patient, the patient's family, or patient's insurance by the Contractor, the facility or by any other party furnishing services for such care, unless otherwise authorized by the Government.

5. CONTRACTOR'S PERSONNEL POLICY:

a. The contractor's employees shall be subject to the same quality assurance standards or exceeding current recognized national standards as established by Joint Commission. The contractor shall perform services in accordance with the ethical, professional, and technical standards of the healthcare industry. The contractor's employees shall be technically proficient in the skills necessary to fulfill the Government requirements, to include the ability to speak, understand, read, and write English fluently.

b. In accordance with 29 CFR, Part 1925, none of the services required by this contract shall be performed in buildings, surroundings, or under any working conditions provided or controlled by the contractor, that are deemed unsanitary, hazardous, or otherwise dangerous to the health and safety of the contractor's employees. The minimum standards for facilities furnishing Cancer Registry Services under this contract shall be those listed in the latest edition of 42 CFR (Code of Federal Regulations) and Life Safety Code (NFPA 101).

c. The contractor shall assume full responsibility for the protection of its personnel furnishing services under this contract. To carry out this responsibility, the contractor shall provide the following to the personnel:

- (1) Worker's compensation

- (2) Professional liability insurance
- (3) Health examinations
- (4) Income tax withholding, and
- (5) Social security payments

d. Payment for any leave, including sick leave or vacation time is considered the responsibility of the contractor. The contractor shall follow all existing local, state, federal and/or union laws/regulations relevant to fringe benefits and premium pay for their employees. Such personnel shall not be considered VA employees for any purpose.

6. ORDERING ACTIVITIES AND OFFICES:

a. The contractor shall not accept any instructions issued by any other person(s) other than the Contracting Officer (CO) or the COR acting within the limits of his/her authority. Only those services specified herein are authorized. Before performing any service of a non-contract nature, the contractor shall advise the contracting officer of the reasons for additional work. The Contracting Officer is the only authority to change the terms of the contract. All changes must be in writing and signed by the Contracting Officer.

b. VA shall designate a COR to monitor contractor performance and assist in contract administration. A delegation of authority (DOA) delineating the responsibilities and limitations of the COR shall be provided for subject matter expertise. Any commitment or changes, which affect the price, quantity, authority to amend, render decision on questions of fact in dispute and related contract administration problems are duties of the contracting officer and cannot be re-delegated.

7. HEALTH REQUIREMENTS:

Contractor certifies that his/her employees have received the following testing/immunizations within the past year and will maintain coverage during the contract period:

- a. Tuberculosis Testing – the PPD test or radiological exam shall be repeated annually.
- b. Rubella Testing – all contract personnel shall provide proof of immunization for measles, mumps, rubella, or rubella titer of 1:8 or greater. If the titer is less than 1:0, the rubella immunization must be administered with follow-up documentation to the COTR.
- c. Immunizations – for purposes of infection control, all contract employees shall take required immunizations and any health action required by generally accepted public health standards and any immunizations necessitated by any outbreaks in the area/community. Contract personnel will not be allowed to perform duty until immunization documentation is provided to the COTR.
- d. Health Restrictions – contract employees shall have no health or physical disability restrictions which interfere with the performance of duties.

8. CONFIDENTIALITY:

a. All contractor personnel shall observe the requirements imposed on sensitive data and information by law, Federal regulations, VA statutes and policy, Veterans Health Administration (VHA) policy and guidelines and the associated requirements to ensure appropriate screening of all personnel (e.g., Privacy Act of 1974, Public Law 93-579, the requirements of the FPM 731, Subchapter 2 under E.O. 10450, etc.).

b. To maintain patient medical records, the contractor shall have access to the Department of Veterans Affairs System(s) of Records entitled, "Patient Medical Records-VA (24 VA 136)."

c. Contractor personnel who obtain access to hardware or media which may store drug or alcohol abuse data, sickle cell anemia treatment records, records of tests or treatment for or infection with Human Immunodeficiency Virus (HIV) or medical quality assurance records protected by 36 U.S.C. 4132 or 3305, as defined by the Department of Veterans Affairs, shall not have access to the records unless absolutely necessary to perform their contractual duties.

9. THE JOINT COMMISSION GUIDELINES:

Where the contract does not require, "The Joint Commission" (JC), accreditation or other regulatory requirements regarding worker competency, the Contractor must perform the required work in accordance with, (JC), standards. The Contractor is required to develop and maintain the following documents for each Contractor employee working on the contract:

- a. Credentials and qualifications for the job;
- b. A current competency assessment checklist (an assessment of knowledge, skills, abilities and behaviors required to perform a job correctly and skillfully).
- c. Proof of knowledge and skills required to provide care for certain patient populations, as appropriate.
- d. Current performance evaluation supporting ability of Contractor employee to successfully perform the work required in this solicitation.
- e. Listing of relevant continuing education for the last two years.
- f. The Contractor will provide current copies of these records annually, to the VA Contracting Officer's Representative (COR), or upon request, for each Contractor employee working on the contract.

10. QUALITY ASSESSMENT STANDARDS:

a. Contract health care providers shall be subject to the same quality assessment standards as established by the VA. The contract health care provider shall perform services in accordance with ethical, professional, and technical standards of the health care industry. Persons provided by the Contractor shall be technically proficient in the skills necessary to perform the services described herein. Contract personnel shall be responsible for compliance with all procedures in accordance with applicable VA written policies and procedures. They shall not introduce new procedures or services without prior recommendation to and approval of the VA or authorized representative.

b. Non-acceptance of contract personnel does not relieve the Contractor from satisfying and fulfilling the Contract requirements.

c. Cost quoted in the contract is all inclusive of all incidental costs including housing, transportation, and premium payments for applicable malpractice insurance coverage. This contract represents a firm-fixed price service contract. Services performed outside the scope of this contract are not authorized and will not be reimbursed by the Government.

11. VETERAN SENSITIVITY:

a. The Contract health care provider shall respect and maintain the basic rights of veterans, demonstrating concern for personal dignity and human relationships.

b. Complaints shall be investigated individually. Contract health care providers receiving more than two (2) verified complaints from COR, Veteran Advocate, HCC, Case Managers or social workers related to sensitivity within any consecutive three (3) month period shall require the contract health care provider to complete a sensitivity training class before continuing to provide services under the contract. Contract health care provider's participation in sensitivity training class shall be the sole responsibility of the Contractor at no expense to the Government. Depending upon the nature and severity of the complaint, the Government reserves the right to suspend performance of subject contract health care provider or prohibit performance altogether, as deemed appropriate.

12. COMMUNICATION:

a. The contractor shall ensure that his/her employees maintain open and professional communication with members of the Loma Linda VA Healthcare System. Complaints validated by the VALLHS Chief of Staff (COS) and Organizational Performance, shall be reported in writing to the CO, and the COR, and forwarded to the contractor for action.

b. Failure by the contractor to correct validated complaints in required time, when raised by the VALLHCS staff, the CO, or CO designate (SME) shall be considered a failure to perform, and if significant, contract default procedures will be initiated by the VA Contracting Officer.

c. Any instance of poor performance noted by CO and/or designate will be acted on quickly and vendor personnel may be potentially removed from further VALLHS work assignments; Vista/CPRS account will be disabled if needed.

13. CONTRACTOR POINT OF CONTACT:

The Contractor shall assign a Point of Contact (POC) and an alternate POC for the purpose of ensuring compliance with all the terms and conditions of this contract and who shall be responsible for administration and clinical matters in the performance of services under this contract. The POC shall have full authority to act for the Contractor on all matters relating to the daily operation of this contract. The POC may be a contract health care provider performing under this contract.

Point of Contact, Name:

Telephone Number:

Alternate Point of Contact, Name:

Telephone Number:

The POC shall be available by telephone Monday through Friday, between 7:30 a.m. to 4:00 p.m. excluding National Holidays.

14. NORMAL WORKING HOURS:

Normal working hours are defined as 7:30 a.m. to 4:00 p.m. Monday through Friday, excluding weekends and National Holidays.

15. NATIONAL HOLIDAYS:

Contractor shall not be required to perform services on Holidays. Note: Clinical services shall not be required on National Holidays.

Listed below are the ten legal federal holidays observed by the Federal Government:

New Year's Day
M.L. King's Birthday
President's Day
Memorial Day
Juneteenth
Christmas Day

Labor Day
Columbus Day
Veterans Day
Thanksgiving Day
Independence Day

When one of the holidays falls on Sunday, the following Monday shall be observed as a legal holiday by U.S. Government Agencies. When a holiday falls on a Saturday, the preceding Friday shall be observed as a legal holiday. Also included would be any other day specifically declared by the President of the United States to be a national holiday.

16. CONTRACTOR'S PERSONNEL'S SECURITY REQUIREMENTS:

The Office of Security and Law Enforcement provides Department-wide policy on the assignment of appropriate position sensitivity designations associated with Department of Veterans Affairs (VA) positions involving national security and public trust responsibilities, and on the level of background investigations required for applicants for, and incumbents of, those positions.

IAW VA 0710 Handbook, appointees and contract personnel appointed to Low/Moderate/High Risk positions must be subjects to a background investigation conducted by OPM and receive a favorable adjudication from the VA Office of Security and Law Enforcement to ensure compliance with such policy. If such investigation has not been completed prior to contract commencement, the Contractor shall be responsible for the actions of those individuals performing under the contract.

Should the contract require Contractor's personnel to maintain U.S. citizenship, the Contractor shall be responsible for compliance. Regardless of U.S. citizenship requirements, Contractor's personnel are required to read, write, speak, and understand the English language, unless otherwise specified in this contract or agreed to by the Government.

The cost for such investigations shall be borne by the Contractor, either in advance or as reimbursement to the Government. The level of sensitivity shall be determined by the Government on the basis of the type of access required. The level of sensitivity will determine the depth of the investigation and the cost thereof. At this time, the current estimated costs for such investigations are as follows:

LEVEL OF SENSITIVITY	BACKGROUND INVESTIGATION LEVEL	APPROXIMATE COST
Low Risk	National Agency Check with Written Inquiries	\$ 231.00
Moderate Risk	Minimum Background Investigation	\$ 825.00
High Risk	Background Investigation	\$ 3465.00

The Contractor shall be required to furnish all applicable employee information required to conduct the investigation, such as, but not limited to, the name, address, and social security number of the Contractor's personnel. The VA will provide all the necessary instructions and guidance for submission of the documents required to conduct the background investigation. Background investigations shall not be required for contract personnel assigned to Low Risk/non-sensitive positions for 180 days or less under a single contract or series of contracts. However, a Security Access Clearance (SAC) background screening will be required for appropriate preliminary checks IAW VA Directive 0710.

17. DEFINITIONS:

The following terms, when used in the contract shall be construed and/or interpreted as follows, unless the context expressly requires a different construction and/or interpretation.

In the event of a conflict in language between the definitions and the other sections of this contract, the language in specifications shall govern.

Service location: Any location at which a patient obtains service covered by the contractor pursuant to this contract.

Subcontract: A contract entered into by the contractor with any other organization or person who agrees to perform any function or service for the contractor specifically related to securing or fulfilling the contractor's obligations to VA under the term of this contract.

Contracting Officer: Government employee assigned the responsibility of executing, administrating and providing direction on a contract.

Contracting Officer Representative (COR): Government employee to whom the Contracting Officer delegates limited authority for certain contractual-related decisions.

Delegation of Authority as outlined in Veterans Affairs Acquisition Regulations (VAAR) 801.603-70: In carrying out the responsibilities outlined in the Federal Acquisition Regulations (FAR) the contracting officer may designate another Government contracting officer, or other Government employee to furnish technical guidance and advice or generally supervise work under a government contract.

18. REGULAR MEETINGS:

Quarterly or other increments, as mutually agreed upon between the VA and the Contractor, shall be conducted. Meetings that are more frequent may occur as needed. The Contractor, upon request, shall provide quality data and information related to services provided and participate in the VA's Performance Improvement program when requested to do so. Reports on status of work will be provided within 48 hours of request in support of VHA requirements and Cancer Committee standards.

19. SITE INSPECTION:

The VALLHS may conduct an inspection of facility(s) and/or equipment prior to and anytime during the contract performance. VALLHS shall notify the contractor at a minimum 24 hours in advance for an appointment. The Contractor shall permit on-site visits by VA to assure compliance with contract requirements. Contractor shall make all records accessible for a review.

20. CONFLICT OF INTEREST & ETHICS:

The Contractor shall not employ any person who is an employee of the United States Government if the employment of that person creates a conflict of interest. The Contractor shall not employ any person who is an employee of the Department of Veterans Affairs (VA) unless such person seeks and receives approval in accordance with VA Regulations and public law. Nor shall the Contractor employ any person who is a member of the immediate family of a VA employee employed at the VA Health Care System if the employment of that family member would create a conflict of interest or appearance of a conflict of interest, particularly about influencing the contract negotiations, terms of the contract, or the work carried out under the contract. In any such case, the VA must review the matter and give its approval in accordance with agency ethics rules. Contractor shall ensure no violation of ethics occurs between VA staff, VA patients and families of VA staff. Staff shall not accept, solicit, allow or invite gifts, gratuities, sales of items, etc. Any occurrence shall be reported to the COTR along with corrective action taken, and the reports will be kept on file for the duration of the contract.

21. MODIFICATIONS AND AMENDMENTS:

This agreement outlines the procedures of a healthcare process to be used in the treatment of enrolled VA patients. VA and the Contractor shall work closely with each other to identify and/or clarify any clinical, administrative, or quality issues that may arise. It is also understood that it will be necessary to request, from the VA Network 22 Contracting Office, any modification and/or supplemental agreements needed to reflect any changes to which the parties mutually agree.

22. HEALTH AND HUMAN SERVICES-OFFICE OF INSPECTOR GENERAL:

To ensure that the individuals providing services under the contract have not engaged in fraud or abuse regarding Sections 1128 and 1128A of the Social Security Act regarding federal health care programs, the contractor is required to check the Health and Human Services- Office of Inspector General (HHS/OIG), List of Excluded Individuals/Entities on the OIG Website (www.hhs.gov/oig) for each person providing services under this contract. Further the Contractor is required to certify in its proposal that all persons listed in the contractor's proposal have been compared against the OIG list and are not listed. During the performance of this contract the Contractor is prohibited from using any individual or business listed on the List of Excluded Individuals/Entities.

23. HIPAA COMPLIANCE:

Contractor must adhere to the provisions of Public Law 104.191, Health Insurance Portability and Accountability Act (HIPAA) of 1996 and the National Standards to Protect Privacy and Security of Protected Health Information (PHI). As required by HIPAA, the Department of Health and Human Services (HHS) has promulgated rules governing the security and use of protected health information by covered entities, including the Department of Veterans Affairs (VA). In accordance with 45 CFR 164.502(e), the Privacy Rule includes exceptions to Business Associate Standard. This requirement meets the Business Associate agreements requirements and does require a Business Associate agreement in order to cover entity to disclose Protected Healthcare Information to a health care provider for treatment.

24. GEOGRAPHIC LOCATION/ACCESSIBILITY:

Contractor shall adhere to ADA compliance requirements to enable access for patients using wheelchairs (manual & motorized, as well as other mobility aid devices. Contractor shall provide a map of location to include public transportation availability and "closest bus stops".

25. ACCREDITATION/LICENSING/QUALIFICATIONS:

- a. Contractor's facility must meet the following additional VA standards:
 1. The facility must be Joint Commission (JC) accredited **or** maintain equivalent standards
 2. Contractor's facility meets all city, state and Federal requirements concerning licensing and health codes.
 3. Contractor's facility must be under State or Federal authority.

4. The Contractor shall provide proof of valid and current certification as required:
 - a. National board certification (NCRA)
 - b. Annual cycle validation certificates

26. CONTRACT PERFORMANCE MONITORING:

The contractor's QC (Quality Control) on contract performance shall be monitored through a variety of mechanisms. A log will be maintained by the COR and updated in the contract file quarterly, relative to problems or complaints associated with this contract. The log will document what resolution is reached regarding each issue, whether accomplished in a timely manner, and indications of effective contractor QC to avoid repeat occurrences. All measurement of performance will be noted on the COR's annual score card and used to determine award of option years to the contractor.

- a. At a minimum, the following performance will be reviewed by the VA COR:
 1. Invoices will be routinely checked for overall accuracy and certified by the COR prior to payment, and a detailed audit (this will include a cross check against VA's records of patients approved for treatment and verification of billed charges) of 6% of patients, selected randomly from those processed will be done quarterly for the performance rating. Problems will be reported to the contractor for correction by re-performance.
 2. Contractor will maintain and provide updated copies of insurance, licenses, and accreditation (s). 100% compliance is required.
 3. Contractor shall comply with HIPAA/Privacy Act and also VA patient incident reporting. Instances of failure with minor infractions shall not exceed 2 per quarter.
 4. Customer service survey reports, which are polled quarterly and gathered from patients by the contractor (VA review random 5 per quarter minimum) and VA staff working with this program.
 5. Contractor shall notify COR of any safety concerns identified in the course of providing service. The COR will maintain a file of identified issues including how the issue was addressed and resolved.

D.2 WAGE DETERMINATION

Loma Linda, CA – San Bernadino, CA

Service Contract Act WD # 2015-5629 Revision 21

<https://sam.gov/wage-determination/2015-5629/21>

D.3 ATTACHMENTS

See attached document: W-9.

See attached document: Vendor File Request Form.

SECTION E - SOLICITATION PROVISIONS

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

INSTRUCTIONS TO OFFERORS:

All offerors must be currently registered on the System of Award Management or (SAM) <https://www.SAM.gov> after creating a digital ID via <https://www.id.me/>

Offerors are notified that VA Form 10091, FMS Vendor File Request Form, Request for Taxpayer Identification Number and Certification shall be submitted to the Financial Services Center (FSC) via a digital version is available through the FSC's Customer Engagement Portal (CEP).

Once a vendor has registered on SAM.gov with ID.me they may take advantage of the new digital VA form submission via simple and secure identity verification system through VA's CEP at <http://www.cep.fsc.va.gov/>. Non-System of Award Management (SAM) vendor access in CEP is limited to only the digital VA Form 10091.

Please direct questions regarding the CEP to the VA Customer Care Center at 1-877-353-9791 or vafscshd@va.gov. If an offeror is not registered via SAM.gov this may eliminate the offeror from award consideration or considerably delay the award.

IAW FAR 13.106-2(b)(3), a Comparative Evaluation will be performed to evaluate all quotes.

Evaluation Approach. The Government will evaluate quotations using the comparative evaluation process outlined in FAR 13.106-2 (b)(3), where quotations will be compared to one another to determine which provides the best benefit to the Government. The Government reserves the right to consider a quotation other than the lowest price that provides additional benefit(s). Quotations may exceed minimum requirements of the solicitation. The Government reserves the right to select a quotation that provides benefit to the Government that exceeds the minimum requirements of the solicitation but is not required to do so. Each response must meet the minimum requirements of the solicitation.

Required Submittals: In order to evaluate the vendor's experience and qualifications, the following documentation shall be submitted with their quote:

- Technical Submission (please see below for requirements regarding technical submissions):
 - Joint Commission Accreditation or equivalent accreditation
 - National Board Certification (NCRA)
 - Annual Cycle Validation Certificate(s)
 - Any city, state, or federal licensing that applies to your facility.

Quotes submitted by email shall be sent to Koby.Thiel@va.gov and will be accepted by the Government at the time the email is delivered to the Government email server. Quotes must also be in PDF, and compatible with Microsoft Office Software to be accepted. The Contractor

submitting a quote is responsible for ensuring that the contract specialist has received the quote before the deadline for receipt of quotes, and the government will not be responsible for delays or failures or either the contractor's email system or the Government's email system. Facsimile offers will not be accepted.

System for Award Management: IAW FAR 52.212-4 (t) Contractors submitting quotes are encouraged to go to the SAM database at <https://www.sam.gov/portal/public/SAM> and start the registration process as soon as possible to avoid possible delays should the contractor be selected as a prospective awardee. After initial registration, the contractor is required to update registration data as changes occur and must re-register annually to ensure all data remains current. Noncompliance with this requirement will preclude the exercising of any option periods that may be included herein and will be cause for termination of the contract at such time noncompliance is discovered. Refer to cited Clause for more details.

GENERAL INSTRUCTIONS FOR QUOTATION SUBMISSION

Format of Quotation: In order to be considered for selection, the Contractor must submit a complete response to this solicitation using the sequence and format instructions provided. Quotes shall be clear and concise, logically assembled (with all pages appropriately numbered) and indexed and cross-indexed to applicable parts of the Statement of Work (SOW) or Request for Quotation, as appropriate. To reduce quote size, the Contractor submitting a quote shall confine submission to essential matters sufficient to define the quotation and provide an adequate basis for evaluation. The Quotation shall not contain classified data. **NO ZIPPED FILES** are permitted.

The Contractor submitting a quote may be asked to clarify certain aspects of their quotation. Communication conducted to resolve minor or clerical errors will not be constituted as discussions. Although the government intends to award the contract without discussions with respective Contractors, the government reserves the right to conduct discussions if deemed in its best interest.

Submittal Instructions: The Contractor's quotation must be labeled with the Contractor's name and business address of the firm, the solicitation number **36C26224Q0393**, and point of contact to include name, telephone, and email address. The Government is not responsible for identifying inconsistencies between the two and may rely on either version at its discretion.

The Contractor is advised that all submissions and related materials become the property of the U.S. Government and will not be returned. **Quotations, if accepted by the Government, will form binding parts of the contract that results from this solicitation. Therefore, care must be taken to properly address the requirements set forth in this RFQ.**

Quotations will be submitted in three separate files. Pricing, Technical Submissions, and this signed RFQ are to be submitted in SEPARATE files.

Technical submissions are NOT to have names of offerors, their employees, or offeror logos.

DO NOT turn all required submissions in a single file. All required submissions are to all be included in a single email, but SEPARATE files. Technical submissions are not to contain classified data.

Questions: All questions must be submitted by email to Koby.Thiel@va.gov no later than **January 05, 2024 at 12:00PM (MST)**. The Government reserves the right to not answer questions not meeting this timeline if doing so would result in an amendment requiring and

extension of the solicitation and the extension would not be in the best interest of the Government. All responses to questions will be provided as an amendment to this RFQ on SAM.gov.

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.

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

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:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(i) For covered equipment—

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

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

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

(ii) For covered services—

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

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

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

(i) For covered equipment—

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

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

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

(ii) For covered services—

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

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

(End of Provision)

E.3 52.204-29 FEDERAL ACQUISITION SUPPLY CHAIN SECURITY ACT ORDERS—REPRESENTATION AND DISCLOSURES (DEC 2023)

(a) *Definitions.* As used in this provision, *Covered article*, *FASCSA order*, *Intelligence community*, *National security system*, *Reasonable inquiry*, *Sensitive compartmented information*, *Sensitive compartmented information system*, and *Source* have the meaning provided in the clause 52.204–30, Federal Acquisition Supply Chain Security Act Orders—Prohibition.

(b) *Prohibition.* Contractors are prohibited from providing or using as part of the performance of the contract any covered article, or any products or services produced or provided by a source, if the prohibition is set out in an applicable Federal Acquisition Supply Chain Security Act (FASCSA) order, as described in paragraph (b)(1) of FAR 52.204–30, Federal Acquisition Supply Chain Security Act Orders—Prohibition.

(c) *Procedures.* (1) The Offeror shall search for the phrase “FASCSA order” in the System for Award Management (SAM)(<https://www.sam.gov>) for any covered article, or any products or services produced or provided by a source, if there is an applicable FASCSA order described in paragraph (b)(1) of FAR 52.204–30, Federal Acquisition Supply Chain Security Act Orders—Prohibition.

(2) The Offeror shall review the solicitation for any FASCSA orders that are not in SAM, but are effective and do apply to the solicitation and resultant contract (see FAR 4.2303(c)(2)).

(3) FASCSA orders issued after the date of solicitation do not apply unless added by an amendment to the solicitation.

(d) *Representation.* By submission of this offer, the offeror represents that it has conducted a reasonable inquiry, and that the offeror does not propose to provide or use in response to this solicitation any covered article, or any products or services produced or provided by a source, if the covered article or the source is prohibited by an applicable FASCSA order in effect on the date the solicitation was issued, except as waived by the solicitation, or as disclosed in paragraph (e).

(e) *Disclosures.* The purpose for this disclosure is so the Government may decide whether to issue a waiver. For any covered article, or any products or services produced or provided by a source, if the covered article or the source is subject to an applicable FASCSA order, and the Offeror is unable to represent compliance, then the Offeror shall provide the following information as part of the offer:

(1) Name of the product or service provided to the Government;

(2) Name of the covered article or source subject to a FASCSA order;

(3) If applicable, name of the vendor, including the Commercial and Government Entity code and unique entity identifier (if known), that supplied the covered article or the product or service to the Offeror;

(4) Brand;

(5) Model number (original equipment manufacturer number, manufacturer part number, or wholesaler number);

(6) Item description;

(7) Reason why the applicable covered article or the product or service is being provided or used;

(f) *Executive agency review of disclosures.* The contracting officer will review disclosures provided in paragraph (e) to determine if any waiver may be sought. A contracting officer may choose not to pursue a waiver for covered articles or sources otherwise subject to a FASCSA order and may instead make an award to an offeror that does not require a waiver.

(End of Provision)

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

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

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

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

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

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

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

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

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

(1) Whether the offeror, and/or any of its principals, has or has not, within the last five years, in connection with the award to or performance by the offeror of a Federal contract or grant,

been the subject of a proceeding, at the Federal or State level that resulted in any of the following dispositions:

(i) In a criminal proceeding, a conviction.

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

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

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

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

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

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

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

(End of Provision)

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

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

(End of Provision)

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

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

Hand-Carried Address:

Department of Veterans Affairs
Contracting Section
3601 S. 6th Avenue
Tucson AZ 85723

Mailing Address:

Department of Veterans Affairs
Contracting Section

3601 S. 6th Avenue
Tucson AZ 85723

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of Provision)

<u>FAR</u> <u>Number</u>	<u>Title</u>	<u>Date</u>
852.233-70	PROTEST CONTENT/ALTERNATIVE DISPUTE RESOLUTION	OCT 2018

E.7 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.8 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
52.229-11	TAX ON CERTAIN FOREIGN PROCUREMENTS—NOTICE AND REPRESENTATION	JUN 2020
852.239-75	INFORMATION AND COMMUNICATION TECHNOLOGY ACCESSIBILITY NOTICE	FEB 2023

(End of Addendum to 52.212-1)

E.9 52.212-2 EVALUATION—SIMPLIFIED ACQUISITION PROCEDURES

(a)Basis for Award. The Government will issue a purchase order to the responsible quoter whose quotation conforming to the solicitation will be most advantageous to the Government, price and other factors considered.

(b)Evaluation Approach. The Government will evaluate quotations using the comparative evaluation process outlined in FAR 13.106-2 (b) (3), where quotations will be compared to one another to determine which provides the best benefit to the Government. The Government reserves the right to consider a quotation other than the lowest price that provides additional benefit(s). Quotations may exceed minimum requirements of the solicitation. The Government reserves the right to select a quotation that provides benefit to the Government that exceeds the minimum requirements of the solicitation but is not required to do so. Each response must meet the minimum requirements of the solicitation. The Government is accepting alternate quotations. The evaluation will consider the following:

(c)The following factors shall be used to evaluate quotations:

Technical
Past Performance
Price

(d)Technical or Quality: The quotation will be evaluated to the extent to which it can meet and/or exceed the Government's requirements as outlined in the solicitation and based on the information requested in the instructions to quoters section of the solicitation.

(e)Past Performance: The past performance evaluation will assess the relative risks associated with a quoter's likelihood of success in fulfilling the solicitation's requirements as indicated by the quoter's record of past performance. The past performance evaluation may be based on the contracting officer's knowledge of and previous experience with the service being acquired, Contractor Performance Assessment Reporting System (CPARS) at <http://www.cpars.gov/>, or any other reasonable basis.

(f) Price: The Government will evaluate the price by adding the total of all line item prices, including all options. The Total Evaluated Price will be that sum.

(g) Options. The Government will evaluate quotations for award purposes by adding the total price for all options to the total price for the basic requirement. This includes options under FAR 52.217-8, Option to Extend Services. The Government intends to evaluate the option to extend services under FAR 52.217-8 as follows: The evaluation will consider the possibility that the option can be exercised at any time and can be exercised in increments of one to six months, but not for more than a total of six months during the life of the contract. The evaluation will assume that the prices for any option exercised under FAR 52.217-8 will be those rates in effect under the contract each time an option is exercised under this clause. The evaluation will therefore assume that the addition of the price or prices of any possible extension or extensions under FAR 52.217-8 to the total price for the basic requirement and the total price for the priced options has the same effect on the total price of all quotes relative to each other, and will not affect the ranking of quotes based on price, unless, after reviewing the quotes, the Government determines that there is a basis for finding otherwise. This evaluation will not obligate the Government to exercise any option under FAR 52.217-8.

(End of Provision)

E.10 52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS— COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (NOV 2023)

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 124.1001, 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 the threshold at 13 CFR 124.104(c)(2) 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 “Bahraini, 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 Bahraini, 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 Bahraini, 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 Bahraini, 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 Bahraini, 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)(4)(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)