

Table of Contents

SECTION A	1
A.1 SF 1449 SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS	1
SECTION B - GENERAL TERMS	3
B.1 CONTRACT ADMINISTRATION DATA.....	3
B.2 INVOICING INSTRUCTIONS	4
B.3 PRICE/COST SCHEDULE	6
ITEM INFORMATION.....	6
ACCOUNTING AND APPROPRIATION DATA	6
B.4 DELIVERY SCHEDULE	6
B.5 Performance Work Statement	7
SECTION C CONTRACT CLAUSES	33
C.1 52.212-4 CONTRACT TERMS AND CONDITIONS—COMMERCIAL ITEMS (OCT 2018).....	33
C.2 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS—COMMERCIAL ITEMS (MAY 2019)	40
C.3 NOTICE LISTING CLAUSES INCORPORATED BY REFERENCE	48
C.4 VAAR 852.219-11 VA NOTICE OF TOTAL VETERAN-OWNED SMALL BUSINESS SET-ASIDE (JUL 2016) (DEVIATION).....	48
C.5 VAAR 852.219-74 LIMITATIONS ON SUBCONTRACTING—MONITORING AND COMPLIANCE (JUL 2018).....	49
C.6 VAAR 852.232-72 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS (NOV 2018).....	50
C.7 VAAR 852.237-70 CONTRACTOR RESPONSIBILITIES (APR 1984).....	51

SECTION B - GENERAL TERMS

B.1 CONTRACT ADMINISTRATION DATA

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

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

a. CONTRACTOR:

Address: The Ravens Group, Inc.
4640 Forbes Blvd.
Suite 200
Lanham, MD 20706
POC: Frankee Trombley
Email: Frankee.trombley@theravensgroup.com
Phone: 301-577-8585 x217

b. GOVERNMENT:

Address: Strategic Acquisition Center – Frederick
Department of Veterans Affairs
5202 Presidents Court Suite 103
Frederick, MD 21703

Contracting Officer (CO):

Todd Synder
Email: Todd.synder@va.gov
Phone: 240 215-1744

Contracting Specialist:

Sandra Martz
Email: Sandra.martz@va.gov
Phone: 240 215-1662

**Contracting Officer's
Representative (COR):**

Myah Moxley
Email: Myah.moxley@va.gov
Phone: 202-423-5754

B.2 INVOICING INSTRUCTIONS

1. **Submission** - In accordance with VAAR Clause 852.232-72 Electronic Submission of Payment Requests, all invoices shall be submitted electronically. A copy of all invoices shall be provided to the contracting POC identified in section D.1.

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

Vendor Electronic Invoice Submission Methods:

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

- VA's Electronic Invoice Presentment and Payment System – The Financial Services Center (FSC) in Austin, TX uses a third-party contractor, Tungsten, to transition vendors from paper to electronic invoice submission. Please go to this website: <http://www.tungsten-network.com/US/en/veterans-affairs/> to begin submitting electronic invoices, free of charge.
- A system that conforms to the X12 electronic data interchange (EDI) formats established by the Accredited Standards Center (ASC) chartered by the American National Standards Institute (ANSI). The X12 EDI Web site is <http://www.x12.org>.

Vendor e-invoice Set-up information:

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

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

COMMUNICATIONS:

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

2. **Submission of Proper Invoice** - The following data must be included in an invoice for it to constitute a proper invoice:

- a. Name and address of the contract
- b. Invoice date and number
- c. IFCAP Purchase Order No.: 101-J92410
- d. Contract No.: VA119A-15-A-0016 36C10X19F0016
- e. Item number, description, quantity, unit of measure, price, extended price and a total of supplies delivered, or services performed.
 - 1. Cumulative billing (per line item and total)
 - 2. Final invoices must be marked '**FINAL INVOICE**'
 - 3. Proof of supplies delivered, or services performed **MUST** also be provided. Signature, printed name and title of Government receiving official and date of delivery or performance period must be included.

INVOICES THAT DO NOT COMPLY WITH THESE REQUIREMENTS SHALL BE REJECTED.

3. Contractor Remittance Address -

All payments by the Government to the contractor will be made in accordance with:

☒ 52.232-34, Payment by Electronic Funds Transfer - Other than System for Award Management, or

☐ 52.232-36, Payment by Third Party

4. Invoice shall be submitted in the arrears -

- a. Quarterly ☐
- b. Semi-Annually ☐
- c. Other ☒ After Delivery and Acceptance by COR

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

ITEM NUMBER	DESCRIPTION OF SUPPLIES/SERVICE S	QUANTIT Y	UNI T	UNIT PRICE	AMOUNT
0001	<p>Course Development and Training Sessions OAWP</p> <p>1. The Ravens Group will provide the facility for the training sessions.</p> <p>2. Prices includes all labor, travel costs, materials and incidentals required to develop the course and deliver the training.</p> <p>3. 95 maximum attendees (75 in one session and 20 in the second session)</p> <p>4. Each training session will be held over a period of 5 consecutive days.</p> <p>5. Length of the two training sessions will be for a total of 40 hours.</p> <p>6. Additional training attendees over the class maximum will be billed at \$750 each.</p> <p>Funding/Req. Number: 1</p>	1.00	LT	\$205,000.000 0	\$205,000.0 0
				GRAND TOTAL	\$205,000.0 0

ACCOUNTING AND APPROPRIATION DATA

ACRN	APPROPRIATION	REQUISITION NUMBER	AMOUNT
1	101-3690142-4944-110400 AWP-2580 Non-Medical Contracts and-AWP110400	101-19-4-4944- 0050 (P)	\$106,540.91
2	101-3690142-4944-110400 AWP-2580 Non-Medical Contracts and-AWP110400	101-19-4-4944- 0057 (P)	\$98,459.09

B.4 DELIVERY SCHEDULE

ITEM NUMBER	QUANTITY	DELIVERY DATE
0001	1.00	Per PWS

B.5 Performance Work Statement

Introduction

The Office of Accountability and Whistleblower Protection (OAWP) is committed to ensuring accountability within the Department of Veterans Affairs (VA). Among its statutory functions, OAWP receives and investigates VA whistleblower disclosures and protects VA employees and applicants for VA employment from whistleblower retaliation. OAWP is looking for a contractor to develop and present administrative (non-criminal) investigation and investigative report audit training.

Background

OAWP is committed to ensuring accountability within VA. OAWP receives and investigates VA whistleblower disclosures and protects VA employees and applicants for VA employment from whistleblower retaliation. OAWP is also responsible for tracking and confirming VA's implementation of recommendations from audits and investigations carried out by VA's Office of Inspector General, VA's Office of the Medical Inspector, the U.S. Office of Special Counsel, and the U.S. Government Accountability Office.

OAWP was established by the President of the United States on April 27, 2017, under Executive Order 13793. OAWP was statutorily established by the VA Accountability and Whistleblower Protection Act of 2017, P.L. 115-41, and its functions are codified under 38 U.S.C. § 323.

Scope

The Contractor shall have knowledge and understanding of conducting or reviewing administrative (non-criminal) investigations regarding misconduct, to include misconduct by senior executives, and whistleblower retaliation at Federal agencies. The Contractor must be knowledgeable and understand applicable federal and state law as well as VA policies and regulations on conducting administrative (non-criminal) investigations into misconduct and whistleblower retaliation. Examples of applicable law and policy that the Contractor must be knowledgeable of include, but are not limited to:

title 38 and title 5 of the United States Code (U.S.C.), including 38 U.S.C. §§ 323, 713, and 714 and 5 U.S.C. § 2302;

the VA Accountability and Whistleblower Protection Act of 2017, P.L. 115-41, and the Whistleblower Protection Enhancement Act of 2012 and subsequent amendments, P.L. 112-199;

VA Directive and Handbook 0700;

VA Directive and Handbook 5021;

VA Human Resource Management Letters (HRML) implementing on 38 U.S.C. § 714;

Corporate Senior Executive Management Office (CSEMO) letter implementing 38 U.S.C. § 713);

Best practice guidance issued by Federal agencies or offices such as, but not limited to, the Council of Inspector Generals on Integrity and Efficiency (CIGIE), the U.S. Office of Special Counsel (OSC), and the Government Accountability Office (GAO).

Content:

The Contractor shall ensure all content is 508 compliant and meets Section 508 standards. Content files incorrectly structured will not provide an acceptable learning experience for some students and will not be accepted. Section 508 provides technical criteria requirements for the following:

Applications

Authoring tools

Documentation and Support Services

Functional Performance

Hardware

Platform Software

Web Content Accessibility Guidelines

100% versioning and configuration management compatible

Course Development Requirements

The Contractor shall provide the following:

Administrative investigations:

why investigate

what are prohibited personnel practices

misconduct investigations

discipline law and elements

understanding charges of misconduct

common misconduct elements (e.g., neglect of duty)

whistleblower retaliation investigations:

common terms (e.g., who is a whistleblower, when is a disclosure protected, what are protected activities)

process for investigating retaliation complaints

dealing with whistleblowers who have unclean hands

recognizing matters that are outside the scope of OAWP investigations, including: discrimination; hostile work environment.

Conducting the investigation:

evidentiary principles

collecting non-electronic evidence

gathering electronic evidence (including best practices from [CIGIE's Quality Standards for Digital Forensics](#))

dealing with medical evidence

gathering non-testimonial evidence

witness rights

union representation

attorney representation

criminal issues

preparing for the investigation

role of the investigator

planning the investigation

setting up the room

sensitive or newsworthy cases

exercise on planning an investigation.

conducting cognitive-based interviews

question types (e.g., establishing rapport)

handling difficult witnesses

assessing credibility/lies/hearing what isn't said

exercise on conducting an interview.

Writing the report:

organizing the report structure

establishing the chronology

connecting the evidence

drawing conclusions, when appropriate

report writing style

report writing conventions

drafting recommendations for disciplinary action or no action based on the findings of the investigation

Auditing reports

best practices on what a good report looks like

identifying gaps in the evidence

ensuring the report and recommendations are supported by the evidence

Face-to-face training for up to 75 people for items 4.0 A through 4.0 C above and up to 20 people for item 4.0 D above. The second class will immediately follow the first training session. Both training sessions will be held at the same contractor provided location.

Location: The Contractor will use a location, within the District of Columbia, that the vendor procures for the training starting the week of 9 September 2019. Food and beverage is not allowed and should not be included. The location shall:

Be easily accessible by public transportation;

Allow for access to the airport; and

Have hotels offering government lodging rates within walking distance to the training site.

Hotel must comfortably accommodate up to 75 people in the first training and up to 20 people the second training.

Audio Visual (A/V): The Contractor shall provide all required A/V necessary to deliver training during both training sessions

Training length:

The vendor shall notify the Government 15 calendar days prior to the start of the training of the location and length of each training class.

Training materials:

The vendor shall provide all training materials for up to 75 attendees covering the topics during the face-to-face training for items 4.0 A through 4.0 C above.

Student Guide (binder)

Handouts

Instructor Guide

The vendor shall provide all training materials for up to 20 attendees covering the topics during the face-to-face training for items 4.0 D above

Student Guide (binder)

Handouts

Instructor Guide

Contractor shall provide print guides/binders, handouts, course manuals, PowerPoint presentations, and instructional workbooks for attendees for both training sessions.

Contractor shall develop, and issue post course Certificates of Completion signed by the OAWP Assistant Secretary to attendees who have successfully completed the training course

Provide/develop checklists based on the training above for pre- and post-investigation, witness interviews, and auditing investigative reports, incorporating best practices by CIGIE, OSC, and GAO.

Provide draft syllabus and course delivery outline

Provide draft training materials to COR for review on 30 August 2019. The Government will provide comments on the draft training by COB 2 September 2019.

Final course syllabus and training materials will be provided to the COR on 4 September 2019 for final approval by the Government by COB 5 September 2019.

All training materials will be provided electronically to the COR. The Department of Veterans Affairs will own the rights to all training materials and upon delivery. All training materials will be in a format that can be updated by OAWP staff.

Period of Performance (POP)

The Period of Performance shall be: from award to delivery of all contract requirements

Place of Performance

Washington D.C.

Travel

All expenses are to be included in the vendor's proposal.

Kick-off Meeting

The Contractor shall attend a kickoff meeting, with all VA partners to establish a baseline of understanding on 16 August 2019 to be held via telecom. Participants will include VA Staff, CO, COR and all key contractor personnel. At the kick-off meeting, the Contractor shall present the details of its strategic vision, intended approach, and approximated project schedule for review and approval. The kick-off meeting will serve as a working meeting to review contractor plans, work needs, resolve strategic questions, refine goals, define success, and explore the biggest challenges and breakthrough opportunities for VA. Meeting minutes will be provided to all attendees within (2) business days following the meeting.

8.1 Deliverables:

Attend Kickoff Meeting

Action Item List

Meeting Minutes

Curricula Delivery

Develop curricula utilizing the ADDIE model for the curricula development process:

Analysis

Design

Development

Implementation

Evaluation

Delivery Schedule

The Contractor shall provide all deliverables identified in the PWS, and in formats as agreed to by the COR. All deliverables, unless otherwise specified shall use Microsoft Office compatible formats. The Contractor will also maintain a SharePoint site where all deliverables/information will be stored and will deliver all documents at the end of the contract.

Task	Deliverable	Quantity	Delivery Date
8.1	Kick Off Meeting – Agenda, Action Item and meeting minutes	1	August 16, 2019
4.0 I	Draft course syllabus and schedule	1	August 23, 2019
4.0 J	Draft training materials	1	August 30, 2019
4.0 K	Final course syllabus and schedule and training materials	1	September 4, 2019
4.0 A - 4.0 C	Training on investigations	1	September 9, 2019
4.0 D	Training on auditing investigative reports	1	Following training on investigations.
4.H	Checklists for pre- and post-investigation, witness interviews, and auditing investigative reports, incorporating best practices by CIGIE, OSC, and GAO.	1	September 9, 2019
4.0 L	Electronic training on administrative (non-criminal) investigations and auditing investigative reports that can be updated by OAWP staff	1	September 9, 2019

13	Surveys and results	1	10 days after providing training.
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Key Personnel

Certain skilled experienced professional and/or technical personal are essential for accomplishing the work to be performed. These individuals are defined as “Key Personnel” and are those persons whose resumes are submitted and marked by the Contractor as “Key Personnel”. Substitutions shall only be accepted if the Contractor is in compliance with the “Substitution of Key Personnel” provision identified below.

Key personnel for this effort include:

Subject Matter Expert/Instructor (1)
<p>Description:</p> <p>Subject Matter Expert: Education/Experience Requirements: A minimum of five (5) years of experience in planning and conducting Federal agency administrative (non-criminal and non-equal employment opportunity related) investigations, including on whistleblower retaliation; auditing investigative reports; and developing investigation planning guides, pre- and post- investigation checklists, witness checklists, and audit checklists</p> <p>Minimum Education – Masters Minimum Experience – 5 years</p> <p>Instructor(s): Minimum of five (5) years of experience in the subject matter. Instructors shall be qualified and experienced in face-to-face and virtual instruction. They shall have experience in the principles of adult learning education and the ability to facilitate participants in either delivery method.</p> <p>Minimum Education – Masters Minimum Experience – 5 years</p>

Non-Key Personnel

The Contractor staff shall be fully qualified and have the level of experience necessary to accomplish the requirements of this PWS. In addition, Contractor personnel shall be acceptable to the Government in terms of personal and professional conduct, and in

technical knowledge. Furthermore, Contractor personnel are expected to be proficient in using office automation equipment and software and have sufficient written and verbal communication skills to support the task. Flexibility and adaptability are critical competencies. Should any Contractor personnel be determined to be unacceptable in terms of technical competency or unacceptable personal conduct while working on contract activities, the Contractor shall immediately remove and replace the unacceptable personnel.

Quality Assurance Surveillance Plan (QASP)

The Government will utilize a Quality Assurance Surveillance Plan throughout the life of the contract to ensure that the Contractor is performing the services required by this PWS in an acceptable manner. The Government reserves the right to alter or change the surveillance methods in the QASP at its own discretion. A Performance Based Servicer Assessment Survey will be used to assist the Government in determining acceptable performance levels.

The contractor will develop and administer a post training survey questionnaire.

The contractor will provide the surveys and results to the COR within 10 days after providing training.

Deliverable or Requirement	Performance Standard	Surveillance Method	Outcome
Delivery Schedule	Deliverables (course packages) shall be provided in accordance with the Delivery Schedule 100% of the time	100% inspection. The government will review each Deliverable for quality/timeliness according to criteria established in this TO.	Poor performance may result in issuance of a Contractor Discrepancy Report (CDR). The contractor's performance on this TO will be reported to the Contractor Performance Assessment Reporting System (CPARS). The CO and COR will make use of information from CDRs, as well as any additional knowledge and information available to them with respect to the contractor's performance, to complete the CPARS.

Computer Files	<p>100% versioning and configuration management compatible</p> <p>90% of documents submitted to the Government shall have the version/release number included in the file name.</p> <p>In addition, in the footer, every page shall contain the latest revision date and the version/release number (applies to digital or printed copies).</p> <p>If a computer file does not contain this information, the government will not consider the</p>	<p>100% inspection. The government will inspect and accept deliverables from vendor on established due dates.</p> <p>(government employees and government SMEs will be available prior to established due dates to review draft content and discuss final deliverables to ensure government and vendor have a shared understanding of deliverables)</p>	<p>In-correct or undesirable content will lead to poor course delivery or a less-than desirable learning experience for OAWP students.</p> <p>Also, 508 content files incorrectly structured will not provide an acceptable learning experience for some students.</p> <p>Finally, incorrectly versioned files will cause confusion and waste time during feedback session, with SMEs other government stakeholders receiving incorrect content to review and comment on.</p>

	deliverable as complete and will not accept the deliverable (computer file).		
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Course Slides	<p>Course slides shall be free of grammatical and typographical errors 95% of the time</p> <p>Course slides shall be in accordance with 2016 GPO Style Manual and 95% of the time</p> <p>Slides shall be in PowerPoint format, PDF format, and using the OAWP slide template.</p> <p>Slides shall use the 6x6 rule (no more than 6 lines of text and 6 words per line) 90 percent of the time</p> <p>Graphic Images on slides shall complement or enhance course content on the slide (not just an image to look flashy or good) 90 percent of the time</p> <p>Course Content shall describe concepts/topics in plain English not</p>	<p>100% inspection. The government will review each Deliverable for quality/timeliness according to criteria established in this TO.</p>	<p>In-correct or undesirable content will lead to poor course delivery or a less-than desirable learning experience for OAWP students.</p>
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	<p>bureaucratic speak, flow with transitions from one topic to another, and shall have a logical flow of ideas 85 percent of the time.</p>		
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Student Guide/Handouts/Materials	<p>Student Guide/Handouts/Materials shall be free of grammatical and typographical errors 95% of the time</p> <p>Student Guide/Handouts/Materials shall be in accordance with 2016 GPO Style Manual 95% of the time</p> <p>Student Guide/Handouts/Materials shall be free of print-shop ready errors 95% of the time</p>	<p>100% inspection. The government will review each Deliverable for quality/timeliness according to criteria established in this TO.</p>	<p><u>Print Shop Ready:</u></p> <p>One complete PDF document</p> <p>Cover Page with blank page inserted</p> <p>Blank Pages inserted where necessary</p> <p>First Chapter, Module, Topic or Lesson on the right side of booklet</p> <p>Separate document with divider tab titles (if guide is larger and needs divider tabs)</p> <p>File is all landscape or all portrait orientation (not mixed)</p> <p>Backside of pages, that are designed to be removed, do not have other, different course content</p>
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Course Exercises	<p>Course exercises shall be free of grammatical and typographical errors 95% of the time</p> <p>Course exercises shall be in accordance with 2016 GPO Style Manual 95% of the time</p> <p>Each course exercise shall be a separate document 100% of the time</p> <p>100% of the time course exercises should be labeled (titled or numbered) the same as referenced on the slide and in the instructor guide.</p>	<p>100% inspection. The government will review each Deliverable for quality/timeliness according to criteria established in this TO.</p>	<p>Incorrect or confusing exercises will lead to poor course delivery or a less-than-desirable learning experience for OAWP students.</p>
Solution Sets	<p>Course solution sets shall be free of grammatical and typographical errors 95% of the time</p> <p>Course slides shall be in accordance with 2016 GPO Style Manual 95% of the time</p>	<p>100% inspection. The government will review each Deliverable for quality/timeline according to criteria established in this TO.</p>	<p>In-correct or confusing solution sets will lead to poor course delivery and leave students wondering about the desired output of a course exercise or lesson. In addition, a less-than-desirable solution set will not provide course instructors with a clear end-result or outcome of an exercise or lesson.</p>

Instructor Guide	<p>Course slides shall be free of grammatical and typographical errors 95% of the time</p> <p>Course slides shall be in accordance with 2016 GPO Style Manual 95% of the time</p>	<p>100% inspection. The government will review each Deliverable for quality/timeliness according to criteria established in this TO.</p>	<p>A confusing, improperly formatted, or incorrect instructor guide will cause a less-than-desirable training experience for students and the instructor. An incorrect or poor instructor guide will not allow the OAWP to provide students with a consist training delivery for multiple course deliveries of the same content.</p>
Source Files	<p>Source Files will have the same name as the export or operational file 95 percent of the time – or will be easily recognized as belonging to a collection of operational files 95 percent of the time</p> <p>For example: module1.pptx is a source file for module1.pdf</p>	<p>100% inspection. The government will review each Deliverable for quality/timeline according to criteria established in this TO.</p> <p>(government employees and government SMEs will be available prior to established due dates to review draft content and discuss final</p>	<p>Lack of source files will leave future government personnel or ISDs with the inability to update course content that are only in an exported state.</p>

	For example: 1.jpg and 2.jpg and 3.jpg are in a folder for Module 1, which also contains module1.pptx (by implication, the PNG files are used in the PPTX file)	deliverables to ensure government and vendor have a shared understanding of deliverables)	
Course Design Plan	<p>Course Design Plan shall be free of grammatical and typographical errors 95% of the time</p> <p>Course Design Plan shall be in accordance with 2016 GPO Style Manual 95% of the time</p>	100% inspection. The government will review each Deliverable for quality/timeliness according to criteria established in this TO.	An incorrect, or less-than-desirable Course Design Plan will not allow government personnel or ISDs to verify learning objectives or course content or review/explore the purposes and reason for the course creation/updates.
Curriculum Binder	<p>Course Design Plan shall be free of grammatical and typographical errors 95% of the time</p> <p>Course Design Plan shall be in accordance with 2016 GPO Style Manual 95% of the time</p>	100% inspection. The government will review each Deliverable for quality/timeliness according to criteria established in this TO.	An incorrect or less-than-desirable curriculum binder will not allow a course to be packaged and delivered as one complete unit and will provide students with a poor course/learning experience.

Lessons Learned Report	<p>Course Design Plan shall be free of grammatical and typographical errors 95% of the time</p> <p>Course Design Plan shall be in accordance with 2016 GPO Style Manual 95% of the time</p>	<p>100% inspection. The government will review each Deliverable for quality/timeliness according to criteria established in this TO.</p>	<p>The report should contain lessons learned from the development effort after meeting with all stakeholders involved in the development projects.</p>
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The Contractor's performance on this task order will be reported on an annual basis to the Contractor Performance Assessment Reporting System (CPARS). Poor performance may result in issuance of a Contractor Discrepancy Report (CDR), as outlined in Section 5.2 of the IDIQ contract. The CO and COR will make use of information from CDRs, as well as any additional knowledge and information available to them with respect to the contractor's performance, to complete the CPARS. The Government will not pay for services that do not conform or do not meet performance standards or have not been properly rendered. The contractor will be given an opportunity to correct non-conforming services at no cost to the Government if the services are non-conforming or the contract requirement is unacceptable.

Acceptable Performance

The Government will document acceptable performance in accordance with the chart above. Any report may become a part of the supporting documentation for any contractual action.

Unacceptable Performance

When unacceptable performance occurs, the COR will inform the CO. This will always be in writing although when circumstances necessitate immediate verbal communication, that communication will be followed in writing. The COR will document the discussion and place it in the COR file.

When the CO determines formal written communication is required, the COR will prepare a Contract Discrepancy Report (CDR) and present it to the Contractor's program manager.

The Contractor shall acknowledge receipt of the CDR in writing to the CO. The CDR will state how long after receipt the Contractor must take corrective action. The CDR will also specify if the Contractor is required to prepare a corrective action plan to document how the Contractor shall correct the unacceptable performance and avoid a recurrence. The CO shall review the Contractor's corrective action plan to determine acceptability.

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

Changes to Performance Work Statement

All changes to this PWS shall be authorized and approved only through written correspondence from the CO. Change requests will be monitored by the CO. No payments will be made for any unauthorized supplies and/or services or for any unauthorized changes to the work specified herein. This includes any services performed by the Contractor of their own volition or at the request of an individual other than a duly appointed CO. Only a duly appointed CO is authorized to change the specifications, terms, and conditions under this effort.

Confidentiality and Nondisclosure

It is agreed that:

Information made available to the Contractor by the Government for the performance or administration of this effort shall be used only for those purposes and shall not be used in any other way without prior written approval of the CO.

The Contractor agrees to assume responsibility for protecting the confidentiality of Veteran records, which are not public information. Each Contractor or employee of the Contractor to whom information may be made available or disclosed shall be notified in writing by the client that such information may be disclosed only for a purpose and to the extent authorized herein. The preliminary and final deliverables and all associated working papers, and other material deemed relevant by VA which has been generated by the Contractor in the performance of this task order are the exclusive property of the U.S. Government and must be submitted to the CO at the end of the task order.

The CO will be the sole authorized official to release verbally or in writing, any data, the draft deliverables, the final deliverables, or any other written or printed materials pertaining to this task order. The Contractor shall not release any information. Any request for information relating to this task order presented to the Contractor must be submitted to the CO for response.

Press releases, marketing material, or any other printed or electronic documentation related to this project, must not be publicized without the written approval of the CO.

Security

VA Information and Information System Security/Privacy Requirements

General

All Contractors and Contractor personnel shall be subject to the same Federal security and privacy laws, regulations, standards and VA policies as VA, including the Privacy Act, 5 U.S.C. §552a, and VA personnel, regarding information and information system security. Contractors must follow policies and procedures outlined in VA Directive 6500, Information Security Program; and VA Handbook 6500.6, Contract Security which are available at: <http://www1.va.gov/vapubs> and its handbooks to ensure appropriate security controls are in place.

Access to VA Information and VA Information Systems

VA will supply the Contractor with the minimum logical (technical) and/or physical access to VA information and VA information systems for employees, sub-contractors: (1) to perform the services specified in the contract, (2) to perform necessary maintenance functions for electronic storage or transmission media necessary for performance of the contract, and (3) for individuals who first satisfy the same conditions, requirements, and restrictions that comparable VA employees must meet to have access to the same type of VA information.

All Contractors and subcontractors working with VA Sensitive Information are subject to the same investigative requirements as those of regular VA appointees or employees who have access to the same types of information. The level of background security investigation will be in accordance with VA Directive 0710, Handbook 0710, which are available at: <http://www1.va.gov/vapubs>, and VHA Directive 0710 and Implementation Handbook 0710.01, which are available at: <http://www1.va.gov/vhapublications/index.cfm>. Contractors are responsible for screening their employees.

Custom software development and outsourced operations must be in the U.S.

to the maximum extent practical. If such services are proposed to be performed abroad and are not disallowed by other VA policy or mandates, the contractor/subcontractor must state where all non-U.S. services are provided and detail a security plan, deemed to be acceptable

by VA, specifically to address mitigation of the resulting problems of communication, control, data protection, and so forth. Location within the U.S. may be an evaluation factor.

The following are VA's approved policy exceptions for meeting VA background screenings/investigative requirements for certain types of contractor personnel:

Contractor personnel not accessing VA information resources, such as personnel hired to maintain the medical facility grounds, construction contracts, utility system contractors, etc.

Contractor personnel with limited and intermittent access to equipment connected to networks on which no VA sensitive information resides.

Contractor personnel with limited and intermittent access to equipment connected to networks on which limited VA sensitive information resides and with limited and intermittent access to facilities at which they are escorted.

VA Information Custodial Requirements

VA information provided to the Contractor for either the performance or administration of this contract shall only be used for those purposes. No other use is permitted without the CO's express written authorization. This clause expressly limits the Contractor's rights to use data as described in Rights in Data - General, FAR 52.227-14(d)(1). The Government shall retain the rights to all data and records produced in the execution or administration of this contract.

Prior to termination or completion of this contract, Contractor will not destroy information received from VA or gathered or created by the Contractor during performing this contract without prior written approval by the CO. A Contractor destroying data on VA's behalf must do so accordance with National Archives and Records Administration (NARA) requirements as outlined in VA Directive 6300, Records and Information Management and its Handbook 6300.1 Records Management Procedures, and applicable VA Records Control Schedules. All data and reports shall be transferred to VBA upon contract completion.

The Contractor shall not make copies of VA information, electronic or otherwise, except as necessary to perform the terms of the agreement or to preserve electronic information stored on Contractor electronic storage media for restoration in case any electronic equipment or data used by the Contractor needs to be restored to an operating state.

If VA determines that the contractor has violated any of the information confidentiality, privacy, and security provisions of the contract, it shall be sufficient grounds for VA to withhold payment to the contractor or third party or terminate the contract for default or terminate for cause under Federal Acquisition Regulation (FAR) part 12.

The Contractor shall not use technologies banned in VA in meeting the requirements of the contract (e.g., Bluetooth-enabled devices).

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

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

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

Information System Hosting, Operation, Maintenance, Or Use

For information systems that are hosted, operated, maintained, or used on behalf of VA at non-VA facilities, contractors/subcontractors are fully responsible and accountable for ensuring compliance with all HIPAA, Privacy Act, FISMA, NIST, FIPS, and VA security and privacy directives and handbooks. This includes conducting compliant risk assessments, routine vulnerability scanning, system patching and change management procedures, and the completion of an acceptable contingency plan for each system. The contractor's security control procedures must be equivalent, to those procedures used to secure VA systems.

A Privacy Impact Assessment (PIA) must also be provided to the COR and approved by VA Privacy Service prior to operational approval. All external Internet connections to VA's network involving VA information must be reviewed and approved by VA prior to implementation. Adequate security controls for collecting, processing, transmitting, and storing of Personally Identifiable Information (PII), as determined by the VA Privacy Service, must be in

Outsourcing (contractor facility, contractor equipment or contractor staff) of systems or network operations, telecommunications services, or other managed services requires certification and accreditation (authorization) (C&A) of the contractor's systems in accordance with VA Handbook 6500.3, Certification and Accreditation and/or the VA OCS Certification Program Office. Government-owned (government facility or government equipment) contractor-operated systems, third party or business partner networks require memorandums of understanding and interconnection agreements

(MOU-ISA) which detail what data types are shared, who has access, and the appropriate level of security controls for all systems connected to VA networks.

The contractor/subcontractor's system must adhere to all FISMA, FIPS, and NIST standards related to the annual FISMA security controls assessment and review and update the PIA. Any deficiencies noted during this assessment must be provided to the VA contracting officer and the ISO for entry into VA's POA&M management process. The contractor/subcontractor must use VA's POA&M process to document planned remedial actions to address any deficiencies in information security policies, procedures, and practices, and the completion of those activities. Security deficiencies must be corrected within the timeframes approved by the government. Contractor/subcontractor procedures are subject to periodic, unannounced assessments by VA officials, including the VA Office of Inspector General.

The physical security aspects associated with contractor/subcontractor activities must also be subject to such assessments. If major changes to the system occur that may affect the privacy or security of the data or the system, the C&A of the system may need to be reviewed, retested and re-authorized per VA Handbook 6500.3. This may require reviewing and updating all the documentation (PIA, System Security Plan, Contingency Plan).

Physical Security

If the contract requires taking VA data to a Contractor site and the data contains Personally Identifiable Information, the Contractor will provide an independent physical security assessment of their facility to the COR prior to commencing work. General guidelines for physical security can be found in VA Directive 0730, Section 6 (Physical Security) and VA Memorandum (subj: IT Oversight & Compliance Information Physical Security Assessments) dated October 24, 2007.

Security Incident Investigation

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

Contractor Personnel Security

All contract employees who require access to the VA site(s) and/or access to VA local area network (LAN) systems shall be the subject of a background investigation and must receive a favorable adjudication from the VA Security and Investigations Center (SIC). These requirements are applicable to all subcontractor personnel requiring the same level of Background Investigation.

The level of background security investigation will be in accordance with VA Directive 0710 dated September 10, 2004 and is available at

http://www1.va.gov/vapubs/viewPublication.asp?Pub_ID=487&FTYPE=2

Background Investigation

The contract employee level of background investigation required for this effort is: Low Risk / National Agency Check with Inquiries (NACI).

Training

All Contractor and subcontractor personnel requiring access to VA information and VA information systems shall complete the following before being granted access to VA information and networks:

Sign and acknowledge (either manually or electronically) understanding of and responsibilities for compliance with the National Rules of Behavior related to access to VA information and information systems.

Successfully complete VA Information Security Awareness training and annual refresher training as required.

Successfully complete VA Privacy Awareness training and annual refresher training as required.

Successfully complete any additional Information Security or Privacy training as required for VA personnel with equivalent information system access.

The Contractor shall provide to the COR a copy of the training certificates for each applicable employee within 1 week of the initiation of the contract and annually thereafter, as required. These online courses are located at www.tms.va.gov. To self-enroll, click the "Create New User" button on the red bar and complete the assigned training. The COR will provide the Contractor with the appropriate information to complete self-enrollment. Technical issues with Talent Management System (TMS) should be directed to the TMS help desk at vatmshelp@va.gov or 1.866.496.0463.

Failure to complete this mandatory training within the timeframe required will be grounds for suspension or termination of all physical and/or electronic access privileges and removal from work on the contract until the training is completed.

Contractor Responsibilities

The Contractor shall bear the expense of obtaining background investigations or reciprocals of previous investigations held that meet or exceed the required investigation level. The cost of background investigations is based on the current Office of Personnel Management (OPM) rate at the time the application is processed at OPM. Fiscal Year 2016 rates are as follows: Low Risk (NACI) \$392, Moderate Risk (MBI)

\$1,388, High Risk (BI) \$4,476 or Reciprocals are \$75. VA will pay for investigations or reciprocals processed through the VA SIC and conducted by OPM in advance; however, the Contractor shall reimburse the full cost of background investigations/reciprocals to VA within 30 days of Bill of Collections received from VA. VA shall send up to three plus one final delinquent notice to the Contractor. If the Contractor does not adhere to the Bill of Collections, future invoices may be subject to be offset by VA to recoup background investigation/reciprocal costs.

Immediately after contract or task order award, the COR will provide the

Contractor with the following background investigation documents to be completed by the Contractor and returned to the COR to begin the background investigation process for all contract employees working on the contract who will have access to VA facilities, VA systems, or privacy data:

Background Investigation Request Worksheet;

Optional Form 306 – Declaration of Federal Employment; and

Fingerprint Request Form

Upon receipt of the above-stated documents from the COR, the VHA Service Center (VSC) will perform preliminary onboarding review and process the request through the SIC. Upon notification of favorable fingerprint results by the VSC, the Contractor may begin work while the background investigation is ongoing. Thereafter, the Contractor will receive an email notification from the SIC identifying the website link that includes detailed instructions regarding completion of the background clearance application process in the Electronic Questionnaires for Investigations Processing (e-QIP) system. E-QIP is an online, Internet accessible system where the Contractor employee shall complete the security questionnaire required for OPM to process the background investigation.

Contractors who have a current favorable background investigation previously conducted by OPM or Defense Security Service (DSS) may be accepted through reciprocation. When a previous clearance is currently held, it does not preclude the vendor from submitting a complete Background Investigation Package as stated above to the COR immediately after contract or task order award for all contract employees who will be working on the contract.

The Contractor shall prescreen all personnel who require access to VA site(s) and/or access to VA LAN systems to ensure they maintain a U.S. citizenship or Alien Registration that authorizes them to work in the U.S. and are able to read, write, speak and understand the English language.

Contract performance shall not commence before:

The VSC has confirmed favorable fingerprint results, or

SIC confirms that it has received the Contractor's investigative documents, the documents are complete, and that the investigation information has been released to OPM for scheduling of the background investigation, or

VSC or the SIC has confirmed that the verified investigation will be reciprocated.

The COR will notify and forward the Contractor a copy of the Certificate of Eligibility (Form 4236) if the investigation has been reciprocated. The Contractor, if notified of an unfavorable adjudication by the Government, shall withdraw the employee from consideration from working under the contract. Failure to comply with the Contractor personnel security requirements may result in termination of the contract for default.

The Contractor will be responsible for the actions of those contract and subcontract employees they provide to perform work for VA. In the event damage arises from work performed by Contractor personnel, under the auspices of the contract, the Contractor will be responsible for resources necessary to remedy the incident.

Should the Contractor use a vendor other than OPM or DSS to conduct investigations, the investigative company must be certified by OPM/DSS to conduct Contractor investigations. The Vendor Cage Code number must be provided to the VA SIC, which will verify the information and conclude whether access to the Government's site(s) and/or VA LAN systems can be granted.

The investigative history for Contractor personnel working under this contract must be maintained in the databases of either OPM or the Defense Industrial Security Clearance Organization (DISCO).

Government Responsibilities

After the SIC has adjudicated the background investigation package from the Contractor, the SIC will send an e-mail notification to the Contractor and their POC identifying the e-QIP website link that includes detailed instructions regarding completion of the background clearance application process and the level of background that was requested.

Upon receipt of required investigative documents, SIC will review the investigative documents for completion and initiate the background investigation by forwarding the investigative documents to OPM to conduct the background investigation. If the investigative documents are not complete, the SIC will notify the vendor of deficiencies and include corrective instructions.

VA will pay for investigations and reciprocals processed through the VA SIC and conducted by OPM in advance, however, the Contractor shall reimburse the full cost of background investigations/reciprocals to VA within 30 days of Bill of Collections from

VA. VA shall send up to three plus one final delinquent notice to the Contractor. If the Contractor does not adhere to the Bill of Collections, future invoices may be subject to be offset by VA to recoup background investigation costs and may be considered grounds for default.

The COR will notify and forward the Contractor a copy of the Certificate of Eligibility (Form 4236) if the investigation has been reciprocated. The COR will also notify the Contractor of an unfavorable adjudication by the Government.

SECTION C CONTRACT CLAUSES

C.1 52.212-4 CONTRACT TERMS AND CONDITIONS—COMMERCIAL ITEMS (OCT 2018)

(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 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 persons 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 32.608-2 of the Federal Acquisition Regulation in effect on the date of this contract.

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

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

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

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

(l) *Termination for the Government's convenience.* The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) *Termination for cause.* The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the

Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

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

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

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

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

(r) *Compliance with laws unique to Government contracts*. The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. chapter 37, Contract Work Hours and Safety Standards; 41 U.S.C. chapter 87, Kickbacks; 41 U.S.C. 4712 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. chapter 21 relating to procurement integrity.

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

- (1) The schedule of supplies/services.
- (2) The Assignments, Disputes, Payments, Invoice, Other Compliances, Compliance with Laws Unique to Government Contracts, and Unauthorized Obligations paragraphs of this clause;
- (3) The clause at 52.212-5.
- (4) Addenda to this solicitation or contract, including any license agreements for computer software.
- (5) Solicitation provisions if this is a solicitation.
- (6) Other paragraphs of this clause.
- (7) The Standard Form 1449.
- (8) Other documents, exhibits, and attachments

(9) The specification.

(t) [Reserved]

(u) *Unauthorized Obligations.*

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

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

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

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

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

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

(End of Clause)

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

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 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS—COMMERCIAL ITEMS (MAY 2019)

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

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

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

(3) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (NOV 2015).

(4) 52.233-3, Protest After Award (Aug 1996) (31 U.S.C. 3553).

(5) 52.233-4, Applicable Law for Breach of Contract Claim (Oct 2004) (Public Laws 108-77 and 108-78 (19 U.S.C. 3805 note)).

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

☐ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) (41 U.S.C. 4704 and 10 U.S.C. 2402).

☐ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (OCT 2015) (41 U.S.C. 3509).

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

☒ (4) 52.204–10, Reporting Executive Compensation and First-Tier Subcontract Awards (Oct 2018) (Pub. L. 109–282) (31 U.S.C. 6101 note).

☐ (5) [Reserved]

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

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

☒ (8) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (OCT 2015) (31 U.S.C. 6101 note).

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

☐ (10) [Reserved]

☐ (11)(i) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (NOV 2011) (15 U.S.C. 657a).

☐ (ii) Alternate I (NOV 2011) of 52.219-3.

☐ (12)(i) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (OCT 2014) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

☐ (ii) Alternate I (JAN 2011) of 52.219-4.

☐ (13) [Reserved]

☐ (14)(i) 52.219-6, Notice of Total Small Business Set-Aside (NOV 2011) (15 U.S.C. 644).

☐ (ii) Alternate I (NOV 2011).

☐ (iii) Alternate II (NOV 2011).

☐ (15)(i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).

☐ (ii) Alternate I (Oct 1995) of 52.219-7.

☐ (iii) Alternate II (Mar 2004) of 52.219-7.

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

☐ (17)(i) 52.219-9, Small Business Subcontracting Plan (AUG 2018) (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 (JAN 2017) of 52.219-9.

- ☐ (v) Alternate IV (AUG 2018) of 52.219-9.
- ☐ (18) 52.219-13, Notice of Set-Aside of Orders (NOV 2011) (15 U.S.C. 644(r)).
- ☐ (19) 52.219-14, Limitations on Subcontracting (JAN 2017) (15 U.S.C. 637(a)(14)).
- ☐ (20) 52.219-16, Liquidated Damages—Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).
- ☐ (21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (NOV 2011) (15 U.S.C. 657f).
- ☒ (22) 52.219-28, Post Award Small Business Program Rerepresentation (Jul 2013) (15 U.S.C 632(a)(2)).
- ☐ (23) 52.219-29, Notice of Set-Aside for, or Sole Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (DEC 2015) (15 U.S.C. 637(m)).
- ☐ (24) 52.219-30, Notice of Set-Aside for, or Sole Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (DEC 2015) (15 U.S.C. 637(m)).
- ☒ (25) 52.222-3, Convict Labor (June 2003) (E.O. 11755).
- ☐ (26) 52.222–19, Child Labor—Cooperation with Authorities and Remedies (JAN 2018) (E.O. 13126).
- ☒ (27) 52.222-21, Prohibition of Segregated Facilities (APR 2015).
- ☒ (28)(i) 52.222–26, Equal Opportunity (SEP 2016) (E.O. 11246).
- ☐ (ii) Alternate I (FEB 1999) of 52.222-26.
- ☒ (29)(i) 52.222-35, Equal Opportunity for Veterans (OCT 2015) (38 U.S.C. 4212).
- ☐ (ii) Alternate I (JULY 2014) of 52.222-35.
- ☒ (30)(i) 52.222-36, Equal Opportunity for Workers with Disabilities (JUL 2014) (29 U.S.C. 793).
- ☐ (ii) Alternate I (JULY 2014) of 52.222-36.
- ☒ (31) 52.222-37, Employment Reports on Veterans (FEB 2016) (38 U.S.C. 4212).
- ☐ (32) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496).
- ☒ (33)(i) 52.222-50, Combating Trafficking in Persons (JAN 2019) (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).

☐ (34) 52.222-54, Employment Eligibility Verification (OCT 2015). (E. O. 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)

☐ (35)(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.)

☐ (36) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (JUN 2016) (E.O. 13693).

☐ (37) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (JUN 2016) (E.O. 13693).

☐ (38)(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.

☐ (39)(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.

☐ (40) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007)(42 U.S.C. 8259b).

☐ (41)(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.

☒ (42) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011)

☐ (43) 52.223-20, Aerosols (JUN 2016) (E.O. 13693).

☐ (44) 52.223-21, Foams (JUN 2016) (E.O. 13693).

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

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

☐ (46) 52.225-1, Buy American—Supplies (MAY 2014) (41 U.S.C. chapter 83).

□ (47)(i) 52.225-3, Buy American—Free Trade Agreements—Israeli Trade Act (MAY 2014) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).

□ (ii) Alternate I (MAY 2014) of 52.225-3.

□ (iii) Alternate II (MAY 2014) of 52.225-3.

□ (iv) Alternate III (MAY 2014) of 52.225-3.

□ (48) 52.225-5, Trade Agreements (AUG 2018) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

[X] (49) 52.225-13, Restrictions on Certain Foreign Purchases (JUN 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

□ (50) 52.225-26, Contractors Performing Private Security Functions Outside the United States (OCT 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

□ (51) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

□ (52) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

□ (53) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

□ (54) 52.232-30, Installment Payments for Commercial Items (JAN 2017) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

[X] (55) 52.232-33, Payment by Electronic Funds Transfer—System for Award Management (Oct 2018) (31 U.S.C. 3332).

□ (56) 52.232-34, Payment by Electronic Funds Transfer—Other than System for Award Management (Jul 2013) (31 U.S.C. 3332).

□ (57) 52.232-36, Payment by Third Party (MAY 2014) (31 U.S.C. 3332).

□ (58) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).

□ (59) 52.242-5, Payments to Small Business Subcontractors (JAN 2017)(15 U.S.C. 637(d)(13)).

□ (60)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631).

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

□ (iii) Alternate II (FEB 2006) of 52.247-64.

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

□ (1) 52.222-17, Nondisplacement of Qualified Workers (MAY 2014) (E.O. 13495).

□ (2) 52.222-41, Service Contract Labor Standards (AUG 2018) (41 U.S.C. chapter 67).

□ (3) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

□ (4) 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).

□ (5) 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).

□ (6) 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).

□ (7) 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).

□ (8) 52.222-55, Minimum Wages Under Executive Order 13658 (DEC 2015).

□ (9) 52.222-62, Paid Sick Leave Under Executive Order 13706 (JAN 2017) (E.O. 13706).

□ (10) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (MAY 2014) (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, and does not contain the clause at 52.215-2, Audit and Records—Negotiation.

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

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

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

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

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (OCT 2015) (41 U.S.C. 3509).

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

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

(iv) 52.219–8, Utilization of Small Business Concerns (Oct 2018) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$700,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219–8 in lower tier subcontracts that offer subcontracting opportunities.

(v) 52.222-17, Nondisplacement of Qualified Workers (MAY 2014) (E.O. 13495). Flow down required in accordance with paragraph (I) of FAR clause 52.222-17.

- (vi) 52.222-21, Prohibition of Segregated Facilities (APR 2015).
- (vii) 52.222–26, Equal Opportunity (SEP 2016) (E.O. 11246).
- (viii) 52.222-35, Equal Opportunity for Veterans (OCT 2015) (38 U.S.C. 4212).
- (ix) 52.222-36, Equal Opportunity for Workers with Disabilities (JUL 2014) (29 U.S.C. 793).
- (x) 52.222-37, Employment Reports on Veterans (FEB 2016) (38 U.S.C. 4212).
- (xi) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.
- (xii) 52.222-41, Service Contract Labor Standards (AUG 2018) (41 U.S.C. chapter 67).
- (xiii)(A) 52.222-50, Combating Trafficking in Persons (JAN 2019) (22 U.S.C. chapter 78 and E.O. 13627).
- (B) Alternate I (MAR 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).
- (xiv) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements (MAY 2014) (41 U.S.C. chapter 67).
- (xv) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services—Requirements (MAY 2014) (41 U.S.C. chapter 67).
- (xvi) 52.222-54, Employment Eligibility Verification (OCT 2015) (E. O. 12989).
- (xvii) 52.222-55, Minimum Wages Under Executive Order 13658 (DEC 2015).
- (xviii) 52.222-62 Paid Sick Leave Under Executive Order 13706 (JAN 2017) (E.O. 13706).
- (xix)(A) 52.224-3, Privacy Training (JAN 2017) (5 U.S.C. 552a).
- (B) Alternate I (JAN 2017) of 52.224-3.
- (xx) 52.225–26, Contractors Performing Private Security Functions Outside the United States (OCT 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).
- (xxi) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (MAY 2014) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

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

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

(End of Clause)

C.3 NOTICE LISTING CLAUSES INCORPORATED BY REFERENCE

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

FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)

<u>FAR Number</u>	<u>Title</u>	<u>Date</u>
52.204-18	COMMERCIAL AND GOVERNMENT ENTITY CODE MAINTENANCE	JUL 2016
52.232-40	PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS	DEC 2013
852.203-70	COMMERCIAL ADVERTISING	MAY 2018

C.4 VAAR 852.219-11 VA NOTICE OF TOTAL VETERAN-OWNED SMALL BUSINESS SET-ASIDE (JUL 2016) (DEVIATION)

(a) *Definition.* For the Department of Veterans Affairs, "Veteran-owned small business or VOSB."—

(1) Means a small business concern—

(i) Not less than 51 percent of which is owned by one or more 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 veterans;

(ii) The management and daily business operations of which are controlled by one or more veterans;

(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 verified for ownership and control pursuant to 38 CFR 74 and is so listed in the Vendor Information Pages database, (<https://www.vip.vetbiz.gov>): and

(v) The business will comply with subcontracting limitations in 13 CFR 125.6, as applicable

(2) "Veteran" is defined in 38 U.S.C. 101(2).

(b) *General.*

(1) Offers are solicited only from verified veteran-owned small business concerns. All service-disabled veteran-owned small businesses are also determined to be veteran-owned small businesses if they meet the criteria identified in paragraph (a)(1) of this section. Offers received from concerns that are not veteran-owned small business concerns shall not be considered.

(2) Any award resulting from this solicitation shall be made to a verified veteran-owned small business concern.

(c) *Agreement.* A veteran-owned small business concern agrees that in the performance of the contract, the concern will comply with the limitation on subcontracting requirements in 13 CFR §125.6.

(d) A joint venture may be considered a veteran-owned small business concern if the joint venture complies with the requirements in 13 CFR 125.15, provided that any reference therein to SDVO SBC is to be construed to apply to a VA verified SDVOSB and/or VOSB as appropriate.

(e) Any veteran-owned small business concern (non-manufacturer) must meet the requirements in 19.102(f) of the Federal Acquisition Regulation to receive a benefit under this program.

(End of Clause)

C.5 VAAR 852.219-74 LIMITATIONS ON SUBCONTRACTING—MONITORING AND COMPLIANCE (JUL 2018)

(a) This solicitation includes VAAR 852.219-11 VA Notice of Total Veteran-Owned Small Business Set-Aside.

(b) Accordingly, any contract resulting from this solicitation is subject to the limitation on subcontracting requirements in 13 CFR 125.6, or the limitations on subcontracting requirements in the FAR clause, as applicable. The Contractor is advised that in performing contract administration functions, the Contracting Officer may use the services of a support contractor(s) retained by VA to assist in assessing the Contractor's compliance with the limitations on subcontracting or percentage of work performance requirements specified in the clause. To that end, the support contractor(s) may require access to Contractor's offices where the Contractor's business records or other proprietary data are retained and to review such business records regarding the Contractor's compliance with this requirement.

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

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

(End of Clause)

C.6 VAAR 852.232-72 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.7 VAAR 852.237-70 CONTRACTOR RESPONSIBILITIES (APR 1984)

The contractor shall obtain all necessary licenses and/or permits required to perform this work. He/she shall take all reasonable precautions necessary to protect persons and property from injury or damage during the performance of this contract. He/she shall be responsible for any injury to himself/herself, his/her employees, as well as for any damage to personal or public property that occurs during the performance of this contract that is caused by his/her employees fault or negligence, and shall maintain personal liability and property damage insurance having coverage for a limit as required by the laws of the State of . Further, it is agreed that any negligence of the Government, its officers, agents, servants and employees, shall not be the responsibility of the

contractor hereunder with the regard to any claims, loss, damage, injury, and liability resulting there from.

(End of Clause)