

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES				1. REQUISITION NO.		PAGE 1 OF 56	
OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30							
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NO.		5. SOLICITATION NUMBER	
						36C25926Q0497	
6. SOLICITATION ISSUE DATE						10-15-2026	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME Haylee Schrick-Ange, haylee.schrack-ange@va.gov				b. TELEPHONE NO. (No Collect Calls) (303) 712-5829	
						8. OFFER DUE DATE/LOCAL TIME 10-29-2026 2PM MDT	
9. ISSUED BY Department of Veterans Affairs Network Contracting Office NCO 19 6162 South Willow Drive, Suite 300 Greenwood Village CO 80111				CODE 36C259		10. THIS ACQUISITION IS ☒ UNRESTRICTED OR ☐ SET ASIDE: _____ % FOR: ☐ SMALL BUSINESS ☐ WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM NAICS: 623220 ☐ HUBZONE SMALL BUSINESS ☐ EDWOSB ☐ SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS ☐ 8(A) SIZE STANDARD: \$19 Million	
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED ☐ SEE SCHEDULE		12. DISCOUNT TERMS		13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) ☐		13b. RATING N/A	
						14. METHOD OF SOLICITATION ☒ RFQ ☐ IFB ☐ RFP	
15. DELIVER TO Department of Veterans Affairs Rocky Mountain Regional VAMC 1700 N Wheeling Street Aurora CO 80045				CODE		16. ADMINISTERED BY Department of Veterans Affairs Network Contracting Office NCO 19 6162 South Willow Drive, Suite 300 Greenwood Village CO 80111	
17a. CONTRACTOR/OFFEROR		CODE		FACILITY CODE		18a. PAYMENT WILL BE MADE BY Department of Veterans Affairs Financial Service Center PO Box 149971 Austin TX 78714-9971	
TELEPHONE NO.		UEI:		EFT:		PHONE: FAX:	
☐ 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER				☐ 18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED ☐ SEE ADDENDUM			
19. ITEM NO.		20. See CONTINUATION Page SCHEDULE OF SUPPLIES/SERVICES		21. QUANTITY		22. UNIT	
						23. UNIT PRICE	
						24. AMOUNT	
		The contractor shall provide short-term transitional housing for Rocky Mountain Regional VA Medical Center. Questions pertaining to the solicitation are due by 2:00pm MST within 3 business days of solicitation issuance via email ONLY. Please email to haylee.schrack-ange@va.gov. Fax and telephone questions will not be accepted. Proposals are due by the date and time listed in Block 8 via email. Faxed proposals will not be accepted. (Use Reverse and/or Attach Additional Sheets as Necessary)					
25. ACCOUNTING AND APPROPRIATION DATA See CONTINUATION Page				26. TOTAL AWARD AMOUNT (For Govt. Use Only)			
☐ 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA				☒ ARE ☐ ARE NOT ATTACHED.			
☐ 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA				☐ ARE ☐ ARE NOT ATTACHED			
☒ 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN (1) COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED				☐ 29. AWARD OF CONTRACT: REF. _____ OFFER DATED _____ YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN IS ACCEPTED AS TO ITEMS:			
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)			
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) Yomika Brock		31c. DATE SIGNED	

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SECTION B - CONTINUATION OF SF 1449 BLOCKS

B.1 CONTRACT ADMINISTRATION DATA

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

a. CONTRACTOR: (Please fill out information below)

Contractor Name: _____
 Title: _____
 Address: _____
 Telephone: _____
 Facsimile: _____
 UEI: _____
 TIN: _____

b. GOVERNMENT:

Contracting Officer: Yomika Brock
 Contract Specialist: Haylee Schrick-Ange
 Department of Veterans Affairs
 Network Contracting Office
 NCO 19
 6162 South Willow Drive, Suite 300
 Greenwood Village, CO 80111

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

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

3. INVOICES: Invoices shall be submitted in arrears:

- a. Quarterly ☐
 b. Semi-Annually ☐
 c. Other ☒ Monthly in arrears

4. GOVERNMENT INVOICE ADDRESS: All Invoices from the contractor shall be submitted electronically in accordance with VAAR Clause 852.232-72 Electronic Submission of Payment Requests. Invoicing shall be in accordance with the requirements of The Department of Veterans Affairs (VA) Financial Services Center (VAFSC). The latest information shall be used for invoicing and payments and may change during the Period of Performance of this acquisition. Current Invoicing information is located at <http://www.fsc.va.gov/einvoice.asp>.

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

AMENDMENT NO	DATE

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6. Federal Acquisition Regulations (FAR) require all contractors doing business with the Government to register and maintain registration on two separate and individual online databases:

a. CONTRACTOR PERFORMANCE ASSESSMENT REPORTING SYSTEM (CPARS) – as prescribed in FAR Part 42.15, the Department of Veterans Affairs (VA) evaluates contractor past performance on all contracts that exceeds the simplified acquisition threshold. Additional information is found in section 4.9 of the Performance Work Statement (PWS).

b. SYSTEM FOR AWARD MANAGEMENT (SAM) – all prospective awardees shall be registered and maintain active registration in the SAM database prior to award, during performance, and through final payment of any contract resulting from this solicitation. After initial registration, the contractor is required to update registration data as changes occur and must re-register annually. Noncompliance will preclude the exercising of any option periods that may be included herein and may be cause for termination of the contract. Refer to FAR Clause 52.212-4(t) for more details.

7. SECURE FAX: In accordance with VA Handbook 6500, the following statement is required on all faxes cover sheets; if it is determined the ordering process will include a fax: "This fax is intended only for the use of the person or office to which it is addressed and may contain information that is privileged, confidential or protected by law. All others are hereby notified that the receipt of this fax does not waive any applicable privilege or exemption for disclosure and that any dissemination, distribution or copying of this communication is prohibited. If you have received this fax in error, please notify this office immediately at the telephone number listed above.

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

9. POST AWARD ORIENTATION: The Contracting Officer will schedule a post award orientation conference for contract orientation purposes as required by required by VAAM M842.5 Post Award Orientation [VAAM \(sharepoint.com\)](https://sharepoint.com).

B.2 PRICE/COST SCHEDULE

Services Provided: The contractor shall provide short-term, transitional, residential care. Eligible programs *may* be, but are not required, to be Mental Health Transitional Living (MHTL) Homes (Level I or Level II). This service will be paid for by the Bed Day of Care defined as initiating at 12:00 pm and terminating at 11:59 am the following day. Community Mental Health Centers will be well-suited to providing this service because they are accustomed to using their assisted living residence resources for short-term housing and due to their mental health expertise.

Place of Performance: Contractor shall furnish services at RMR VAMC, 1700 N Wheeling St, Aurora, CO 80045.

ITEM NUMBER	DESCRIPTION OF SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	Short-term transitional housing services with psychiatric step-down services Contract Period: Base POP Begin: 12-01-2026 POP End: 11-30-2027 PRINCIPAL NAICS CODE: 623220 - Residential Mental Health and Substance Abuse Facilities PRODUCT/SERVICE CODE: Q519 - Medical - Behavioral and Mental Health	90.00	DY		
1001	Short-term transitional housing services with psychiatric step-down services Contract Period: Option 1 POP Begin: 12-01-2027 POP End: 11-30-2028 PRINCIPAL NAICS CODE: 623220 - Residential Mental Health and Substance Abuse Facilities PRODUCT/SERVICE CODE: Q519 - Medical - Behavioral and Mental Health	90.00	DY		
2001	Short-term transitional housing services with psychiatric step-down services Contract Period: Option 2 POP Begin: 12-01-2028 POP End: 11-30-2029 PRINCIPAL NAICS CODE: 623220 - Residential Mental Health and Substance Abuse Facilities PRODUCT/SERVICE CODE: Q519 - Medical - Behavioral and Mental Health	90.00	DY		
3001	Short-term transitional housing services with psychiatric step-down services Contract Period: Option 3 POP Begin: 12-01-2029 POP End: 11-30-2030 PRINCIPAL NAICS CODE: 623220 - Residential Mental Health and Substance Abuse Facilities PRODUCT/SERVICE CODE: Q519 - Medical - Behavioral and Mental Health	90.00	DY		

4001	90.00	DY	
Short-term transitional housing services with psychiatric step-down services			
Contract Period: Option 4			
POP Begin: 12-01-2030			
POP End: 11-30-2031			
PRINCIPAL NAICS CODE: 623220 - Residential Mental Health and Substance Abuse Facilities			
PRODUCT/SERVICE CODE: Q519 - Medical - Behavioral and Mental Health			
GRAND TOTAL			

B.3 PERFORMANCE WORK STATEMENT

1. GENERAL.

- 1.1. The Veterans Affairs Eastern Colorado Health Care System in Aurora, Colorado ("VA ECHCS"), requires contractors to provide services as part of its Inpatient Psychiatric and Residential Continuum of Care to vulnerable Veterans following discharge from the Inpatient Mental Health Unit or Residential Treatment.
- 1.2. The contractor shall provide short-term, transitional, residential care. Eligible programs *may* be, but are not required, to be Mental Health Transitional Living (MHTL) Homes (Level I or Level II). This service will be paid for by the Bed Day of Care defined as initiating at 12:00 pm and terminating at 11:59 am the following day. Community Mental Health Centers will be well-suited to providing this service because they are accustomed to using their assisted living residence resources for short-term housing and due to their mental health expertise.
- 1.3. Authority: Title 38 USC 8153, Health Care Resources (HCR) sharing Authority
- 1.4. Policy/Directives/Handbooks. The contractor shall be subject to the following policies, including any subsequent updates during the period of performance. The policies listed below can be accessed electronically at the following: [VA Publications](#) [VHA Publications](#)
 - 1.4.1. VA Directive 1663: Health Care Resources (HCR) Contracting – Buying Title 38 U.S.C. 8153
 - 1.4.2. VHA Directive 1003.04: VHA Patient Advocacy
 - 1.4.3. VHA Directive 1065: Productivity and Staffing Guidance for Specialty Provider Group Practice
 - 1.4.4. VHA Directive 1088(1): Communicating Test Results to Providers and Patients
 - 1.4.5. VHA Directive 1100.18: Reporting and Responding to State Licensing Boards
 - 1.4.6. VHA Directive 1100.20: Credentialing of Health Care Providers
 - 1.4.7. VHA Directive 1100.21: Privileging
 - 1.4.8. VHA Directive 1192.01: Seasonal Influenza Vaccination Program for VHA Health Care Personnel
 - 1.4.9. VHA Directive 1220(1): Facility Procedure Complexity Designation Requirements to Perform Invasive Procedures in Any Clinical Setting
 - 1.4.10. VHA Directive 1605.01: Privacy and Release of Information
VHA Directive 1907.01: VHA Health Information Management and Health Records
 - 1.4.11. VHA Handbook 1100.17: National Practitioner Data Bank (NPDB) Reports
 - 1.4.12. Privacy Act of 1974 (5 U.S.C. 552a) as amended:
http://www.justice.gov/oip/foia_updates/Vol_XVII_4/page2.htm
- 1.5. Acronyms/Definitions: Terms used in this contract shall be interpreted as follows unless the context expressly requires a different construction and/or interpretation. In case of a conflict in language between the Definitions and other sections of this contract, the language in this section shall govern.
 - 1.5.1. AANS: American Association for Neurological Surgeons
<http://aans.org/en/Education%20and%20Meetings/Clinical%20Guidelines.aspx>

- 1.5.2. ABNS: American Board of Neurological Surgery
<http://www.abns.org/content/default.asp>
- 1.5.3. ACGME: Accreditation Council for Graduate Medical Education
- 1.5.4. ACLS: Advanced Cardiac Life Support
- 1.5.5. AOD: Admitting Officer of the Day
- 1.5.6. BLS: Basic Life Support
- 1.5.7. CCNE: Commission on Collegiate Nursing Education:
www.aacn.nche.edu/accreditation
- 1.5.8. CDC: Centers for Disease Control and Prevention
- 1.5.9. CR: Contract Discrepancy Report
- 1.5.10. CEU: Certified Education Unit
- 1.5.11. CME: Continuing Medical Education
- 1.5.12. CMS: Centers for Medicare and Medicaid Services
- 1.5.13. Contracting Officer (CO): The person executing this contract on behalf of the Government with the authority to enter into and administer contracts and make related determinations and findings.
- 1.5.14. Contracting Officer's Representative (COR): A person appointed by the CO to take necessary action to ensure the Contractor performs in accordance with and adheres to the specifications contained in the contract and to protect the interest of the Government. The COR shall report to the CO promptly any indication of non-compliance in order that appropriate action can be taken.
- 1.5.15. COS: Chief of Staff
- 1.5.16. CPARS: Contractor Performance Assessment Reporting System
- 1.5.17. Credentialing: Credentialing is the systematic process of screening and evaluating qualification and other credentials, including licensure, required education, relevant training and experience and current competence and health status.
- 1.5.18. DEA: Drug Enforcement Agency
- 1.5.19. ED: Emergency Department
- 1.5.20. EHR: Electronic Health Record - electronic health record system used by the VA
- 1.5.21. FSMB: Federation of State Medical Boards
- 1.5.22. FTE: Full Time Equivalent VA's standard definition is for full time working an equivalent of 80 hours every two weeks, 2080 hours per year. However, providers may propose using their standard FTE definition.
- 1.5.23. HHS: Department of Health and Human Services
- 1.5.24. HIPAA: Health Insurance Portability and Accountability Act
- 1.5.25. HR: Human Resources
- 1.5.26. ISO: Information Security Officer
- 1.5.27. Medical Emergency: a sudden onset of a medical condition manifesting itself by acute symptoms of sufficient severity that the absence of immediate medical attention could reasonably result in: Permanently placing a patient's health in jeopardy, causing other serious medical consequences, causing impairments to

body functions, or causing serious or permanent dysfunction of any body organ or part.

- 1.5.28. MOD: Medical Officer of the Day
- 1.5.29. National Provider Identifier (NPI): NPI is a standard, unique 10-digit numeric identifier required by HIPAA. The Veterans Health Administration must use NPIs in all HIPAA-standard electronic transactions for individual (health care practitioners) and organizational entities (medical centers).
- 1.5.30. NLNAC: National League for Nursing Accrediting Commission. www.nlnac.org
- 1.5.31. Non-Contract Provider: any person, organization, agency, or entity that is not directly or indirectly employed by the Contractor or any of its subcontractors
- 1.5.32. NP: Nurse Practitioner
- 1.5.33. NPPES: National Plan and Provider Enumeration System
- 1.5.34. PA: Physician Assistant
- 1.5.35. PALS: Pediatric Advanced Life Support
- 1.5.36. POP: Period of Performance
- 1.5.37. PPD: Purified Protein Derivative
- 1.5.38. PWS: Performance Work Statement
- 1.5.39. Privileging (Clinical Privileging): Privileging is the process by which a practitioner, licensed for independent practice; e.g., without supervision, direction, required sponsor, preceptor, mandatory collaboration, etc.; is permitted by law and the facility to practice independently, to provide specific medical or other patient care services within the scope of the individual's license, based upon the individual's clinical competence as determined by peer references, professional experience, health status, education, training and licensure. Clinical privileges must be facility-specific and provider-specific.
- 1.5.40. QA/QI: Quality Assurance/Quality Improvement
- 1.5.41. QM/PI: Quality Management/Performance Improvement
- 1.5.42. QASP: Quality Assurance Surveillance Plan
- 1.5.43. Veterans Health Administration (VHA): The central office for administration of the VA medical centers through throughout the United States. The VHA is located in Washington, D.C.
- 1.5.44. Veterans Integrated Services Network (VISN): The regional oversight for the VA medical centers.
- 1.5.45. VistA (Veterans Integrated Systems Technology Architecture): A PC based system that will capture and store clinical imagery, scanned documents and other non-textual data files and integrates them into patient's medical record and with the hospital information system.
- 1.5.46. VetPro: a federal web-based credentialing program for healthcare providers.

2. BACKGROUND.

The 2023 Veterans Health Administration (VHA) Inpatient Mental Health Services Directive (VHA Directive 1160.06) states: "The primary goal of Inpatient Mental Health Services is to provide a safe and secure therapeutic environment to stabilize Veterans experiencing acute distress and improve their functional status, so they no longer require acute hospitalization. This

is accomplished through the provision of Services based on the guiding principles listed above, and to facilitate smooth care transitions that connect Veterans to services and support at a less intensive level of care and facilitate post-discharge engagement.”

3. SERVICES TO BE PROVIDED

3.1. Basic Services:

The Mental Health Transitional Living (MHTL) Homes) may be certified by the Colorado Behavioral Health Administration (CO BHA) or the Colorado Department of Human Services (CDHS) at level I or level II. Even if the selected Contractor is not licensed as an MHTL they shall provide room, board and at a minimum the following:

- a. Transportation via contractor vehicle to pick up Veterans discharged from VA facilities.
- b. Provide a physical environment that is safe and designed to support Mental Health Transitional Residential Treatment services.
- c. Secured (locked) medication room/area and medication administration to Veterans by Contractor’s technicians who are Colorado Qualified Medication Administration Persons (QMAP) or Registered Nurses (RN).
- d. Offer telephonic coordination of care and clinical updates on an as needed (when clinical care concerns arise) basis with the Rocky Mountain Regional Veterans Affairs Medical Center (RMRVAMC) Inpatient Mental Health Point of Contact (INPT MH POC).
- e. Ensure staff presence in the Contractor facility on a 24-hour basis. This includes monitoring the needs of patients to ensure the residents receive the services and care necessary to protect their health, safety, and well-being.
- f. Verbal prompting to encourage Veterans to complete activities of daily living that include getting out of bed in the morning, daily hygiene, attending groups, following up with VA appointments, and appropriate social skills.
- g. Assess Veteran needs, develop residential service plans with guidance from RMRVAMC INPT MH POC, monitor veteran treatment progress, and plan discharge disposition in consultation with RMRVAMC Inpatient Mental Health POC.
- h. Provide Residential Program milieu management including verbal prompting for group participation, encouragement for hygiene and basic self-care, and prevention of disruptive behavior.
- i. Daily rehabilitative activities and or group activities. These may include daily community meetings or other supportive content like stress coping skills instruction.
- j. If applicable, the Contractor shall ensure CO BHA/CDHS or other relevant licensure of the Contractor Facility/Program and meet established standards for health and safety which include resident rights, protection from abuse, quality of residents’ lives, and quality of residents’ care through unannounced annual surveys and compliance inspections.

3.2. The Contractor shall comply with applicable requirements of the Confidentiality of Alcohol and Drug Abuse Patient Records (42 CFR Part II) and the Confidentiality of Certain Medical Records (38 USC 7332).

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

4. ADDITIONAL CONTRACT REQUIREMENTS

4.1 Contractor agency may be licensed as a Mental Health Transitional Living (MHTL) Home

(Level I or Level II) by the Colorado Behavioral Health Administration (CO BHA) or the Colorado Department of Human Services (CDHS) or they may be overseen under a similar designation that can provide short-term, transitional housing and mental health support that meets the list of services to be provided.

4.2 The Contractor's facility must be located within a 60-mile radius of the Rocky Mountain Regional Veterans Affairs Medical Center (RMRVAMC). The RMRVAMC is located at 1700 N. Wheeling Street in Aurora, CO 80045.

4.3 Personnel: All services under this contract shall be performed by qualified staff including:

- i. Residential Counselors, Residential Program Managers, and Registered Nurses
- ii. Any staff administering medications shall be certified in Qualified Medication Administration Person (QMAP).
- iii. Staff shall be proficient and trained yearly in patient rights and Basic Life Support (BLS) certification.

5. KEY PERSONNEL- DUTIES AND RESPONSIBILITIES

5.1 The Step-Down Unit Contractor Program Manager shall:

- Supervise Residential Counselors in the facility
- Have thorough awareness of the expectations of this Performance Work Statement (PWS)
- Ensure emergency notification of the VA occurs for critical incidents
- Ensure timely response to VA referrals and phone contact and full review of admission packets
 - Contractor will acknowledge receipt of admissions request within two (2) hours of receipt and provide a decision on accepting the referral within one (1) business day of the referral.

5.2 Residential Counselors shall:

- Provide observation and redirection of residents of the facility in accordance with CO BHA/CDHS guidelines.
- Administer Veterans medications in accordance with QMAP rules.
- Ensure that incident reports are written and given to the program manager for review.

6. REFERRALS

6.1 Referrals from the VA to the Step-Down Contractor will occur during regular business hours Monday through Friday from 8:00am to 4:30pm and will be accompanied by a call to the MHTL office and a follow-up faxed admission packet for review. Admission packet will include:

- Veteran name, age, diagnosis
- Name and date of next placement/housing plan
- Medical Clearance Statement
- Signed Veteran Understanding of Step-down Rules and Consequences
- Step Down may specify their own needed referral questions

6.2 The VA and the Contractor will each establish primary and secondary points of contact (POCs) and emergency contacts with phone numbers and email addresses for referrals,

care coordination, and emergency notification for critical incidents after the contract has been awarded.

6.3 Response by the Contractor to the VA on admission referrals shall be complete with acknowledgment of receipt of the admission packet within one business day of VA faxing/secure message. The physical transport and admission of the Veteran to the Contractor facility must be completed within 3 business days of receiving the admission packet if the Veteran is accepted.

6.4 It is understood that the Contractor will not be paid for care provided to a referred Veteran beyond the period authorized in the referral, unless an extension of the authorization is provided in writing by the VA.

7. ABSENCES AND CANCELLATION

7.1 The contractor shall notify the VA of unauthorized absences by a referred Veteran from the facility.

7.2 The contractor shall notify the authorizing VA facility immediately when a medical emergency occurs that requires hospitalization of a referred Veteran. It is agreed that the Veteran will be admitted to the RMRVAMC when possible. When such admission is not feasible because of the nature of the emergency, hospitalization in a non-federal hospital may be accomplished if VA authorization is obtained. If hospitalization of a non-emergency nature is required, admission to the appropriate VA facility will be accomplished promptly.

7.3 The contractor shall notify the authorizing VA facility immediately of any critical incidents involving Veterans residing in the residential program. The contractor shall notify the VA Inpatient Mental Health point of contact by telephone during the hours of 8:00am and 4:30pm on weekdays. For all incidents that occur after normal business hours, the contractor should notify the Medical Center Administrative Officer on Duty (AOD).

7.4 In addition to notification of the VA for critical incidents, the VA grants the Contractor Program the right to discharge a Veteran in care, in consultation with the VA, for significant infractions or concerns.

i. Critical Incidents requiring notification which may also result in discharge from the program include the following:

- 1) Absences without leave for greater than 12 hours.
- 2) Confirmed use of alcohol or illegal substances.
- 3) Significant disruptive behavior that cannot be redirected such as, threats, physical assaults, significant sexual or racially harassing behavior.
- 4) Medical problems requiring hospitalization for which the Contractor program is not able to provide aftercare.

8. CONTRATOR STAFF CONDUCT/COMPLAINTS HANDLING

Contractor personnel shall be expected to treat referred Veterans with dignity and respect and abide by standards of conduct mirroring those prescribed by current federal personnel regulations. The Contractor shall comply with the VA Patient's Bill of Rights as set forth in 38 CFR 17.34a (copy available upon request).

9. TRANSPORTATION

The Contractor shall provide all Veterans with transportation from the RMR VAMC Medical Center at the point of discharge to the Contractor facility at the agreed upon date and time after admission acceptance.

10. FACILITY

- 10.1 It is the responsibility of the Contractor to properly maintain its facilities and the VA shall have no responsibility for paying or reimbursing the Contractor for such expenses. The contract facility must:
- a. Have a current occupancy permit and Mental Health Transitional Living (Level I or Level II) License issued by the local and state governments in the jurisdiction where the facility is located. (CO BHA/CDHS).
 - b. Tax Identification Number
 - c. Comply with existing standards of State safety codes and local, and/or State health and sanitation codes (Sanitary License from Environmental Health)
 - d. Have handicapped accessibility by ADA Law Authority.
 - e. Where applicable, be accredited by the State to be equipped with operational air conditioning /heating systems
 - f. Be kept clean free of dirt, grime, mold, or other hazardous substances and damaged noticeably detract from the overall appearance.
 - g. Be equipped with first aid equipment and an evacuation plan in case of emergency.
 - h. Have windows and doors that can be opened and closed in accordance with manufacturers' standards.
- 10.2 The contractor facility must meet fire safety requirements, as follows:
- a. Fire exit drills must be held at least quarterly. Residents must be instructed in evacuation procedures when the primary and/or secondary exits are blocked. A written fire plan for evacuation in the event of fire shall be developed and reviewed annually. The plan shall outline the duties, responsibilities and actions to be taken by the staff and residents in the event of a fire emergency. This plan shall be implemented during fire exit drills.
 - b. A written policy regarding tobacco smoking in the facility shall be established and enforced.
 - c. Portable fire extinguishers shall be installed at the facility. Use NFPA 10, Portable Fire Extinguishers, as guidance in selection and location requirements of extinguishers.

11. Facility Safety Requirements

- 11.1 Contractor shall strictly follow all facility safety requirements as outlined throughout:
- a. Building Construction:
 - 1) If the facility is in the same building with other occupancies, the facility cannot have a sole means of egress or means of escape that passes through nonresidential or non-health care occupancy in the same building.
 - 2) If the board and care occupancy is located above nonresidential or non-health care occupancy, the board and care occupancy and exits shall be separated from the nonresidential or non-health care occupancy by construction having a minimum 2-hour fire resistance rating.
 - b. Means of Escape:
 - 1) All designated means of escape shall be continuously maintained free of all obstructions or impediments to enable instant use in case of fire or emergency.
 - 2) All door assemblies that are required to swing in the direction of exit travel shall be operating properly.
 - 3) Every sleeping room and living area shall have a primary means of escape that provides a safe path of travel, to the outside.

- 4) If sleeping rooms or living areas are above or below the level of exit discharge, the primary means of escape shall comply with items i, ii, iii, or iv below:
 - i. The primary means of escape is an exterior stair, or
 - ii. The primary means of escape is a horizontal exit, or
 - iii. The primary means of escape is a fire escape stair, or
 - iv. The primary means of escape is an interior stair meeting 1, 2, or 3 below:
 - a) A stair, enclosed with 30-minute construction including 20-minute self or automatic closing fire doors, provided that all portions of the primary means of escape are separated from all occupied or furnished spaces on lower floors with 30-minute construction, or
 - b) In buildings 3 stories or less, protected throughout by QR or residential sprinklers, stairs, open on the 3rd floor (only), provided that all portions of the primary means of escape are separated from all occupied or furnished spaces on lower floors with 30-minute construction, or
 - c) An open stair in buildings 2 stories or less in height that are protected throughout by QR or residential sprinklers.
 - d) All doors shall be at least 32 inches wide.
 - e) Closet doors shall be designed to allow opening from the inside.
 - f) Bathroom doors shall be designed to allow opening from the outside during an emergency.
 - g) All doors in the means of escape (except those meeting delayed egress or access-controlled egress locks) shall not be locked in the direction of egress.
- c. Protection
- 1) Exterior stairs shall be reasonably protected by distance, arrangement, or protection of openings exposing the stairs so that blockage by fire of the exterior and interior means of escape simultaneously is unlikely.
 - 2) All hazardous areas on the same floor need to be protected by a primary means of escape and sleeping rooms need to be protected by a smoke partition that shall be located between the hazardous areas and the sleeping rooms or primary escape route, with a self or automatic closing door.

[Note: Hazardous areas include areas for corrugated cardboard storage, food or household maintenance items in wholesale or institutional type quantities and concentrations, or mass storage of residents' belongings.] [Note: Hazardous areas that are not on the same floor as, and those that are not in or abutting, a primary means of egress or sleeping room are permitted to be protected by sprinklers alone.]
 - 3) The corridor walls constructed as smoke partitions shall be capable of resisting the passage of smoke.
 - 4) Corridor doors shall have latches or other mechanisms suitable for keeping the doors closed.
 - 5) Corridor doors shall be arranged so that nothing prevents the occupant from being able to close the door.
 - 6) Fire alarm systems shall be installed with manual pull boxes at the exit doors.
 - 7) The fire alarm system shall provide occupant notification with audible and visible appliances that operate throughout the building.

- 8) The fire alarm panel shall be attended 24/7 protected by a smoke detector or smoke alarm.
- 9) Interconnected AC-powered smoke alarms shall be installed in all sleeping rooms, and placed on all levels, including basements, with additional smoke alarms installed in living areas including living rooms, dens, dayrooms and similar spaces shall be audible in all sleeping areas.

[Note: Systems detectors installed in these spaces are permitted in place of the smoke alarms.]

d. Utilities

- 1) Stoves and combustion heaters shall be located so they do not block escape in case of fire caused by malfunction of the stove or heater.
 - a. Operating Features
- 2) There shall be a written fire emergency plan for protecting all people in the event of fire, for keeping people in place, for evacuating persons to areas of refuge, and for evacuating persons from the building when necessary and; the plan shall address unusual needs of residents (deafness, blindness, or other physical limitations).
- 3) Residents shall be trained in the proper actions to take in event of a fire, and this training shall include what to do if the primary escape route is blocked.
- 4) Emergency egress and relocation drills shall be conducted at least 6 times per year (bimonthly) with at least two of these drills at night when residents are sleeping.
- 5) Emergency egress and relocation drills shall involve the actual evacuation of residents to a designated assembly area, and residents are required to use the designated means of egress during the drills.
- 6) There shall be staff on duty and in the facility at all times when residents require evacuation assistance.
- 7) Smoking regulations shall be established for the facility; and where smoking is permitted, shall be noncombustible safety-type ashtrays or receptacles provided in convenient locations.
- 8) New draperies, curtains, and other similar loosely hanging furnishings and decorations shall be flame resistant per NFPA 701.

e. Disaster Plan.

- 1) Facility is to have a written disaster plan in coordination with the emergency management entity responsible for the locality in which the project resides. The plan encompasses natural and manmade disasters.

NOTE: It is not the intent of this regulation to require a certification from a local emergency management entity rather that the contractor access and utilize information from local emergency management office.

- 2) The purpose of the plan is to ensure that there are procedures that promote safety during emergency situations. The plan must prepare Program staff and Veterans as to how to respond during a disaster. The review of the plan should take into consideration the setting of the program (i.e., apartment with supportive services versus congregate site with program staff on site).

NOTE: Contractor are encouraged to consult with local emergency management organizations within their community as a resource for planning purposes.

a) Additional Requirements:

- 1) No more than four participants per room.
- 2) Each room shall have an area of at least 100 sq. ft. for lodging one veteran or 80 sq. ft. for more than one participant.

12. INSPECTION OF FACILITY AND PROGRAM

12.1 The Contractor will be in good standing with the Colorado Department of Public Health and Environment (CO BHA/CDHS) and abide by all inspections demonstrating compliance with state regulations.

The CO BHA/CDHS Process for Licensing Mental Health Transitional Living resident care, staffing, environment, and compliance with regulations. Key details and summaries of elements are shown below:

a. Licensing and Certification

All Colorado Mental Health Transitional Living (MHTL) programs must be licensed by the CO BHA/CDHS to operate. They can also be certified by the Centers for Medicare and Medicaid Services (CMS) or the Colorado Department of Healthcare Policy and Financing (HCPF) to receive reimbursement for services provided to eligible residents.

b. Types of Inspections

- 1) Annual Surveys: These are scheduled visits and take place roughly every 12 months.
- 2) Complaint Investigations: These are conducted in response to formal regulatory-related complaints.

c. Inspection Process

- 1) Annual Surveys:
 - i. CO BHA/CDHS surveyors conduct these inspections, often over multiple days, observing the facility and interviewing residents and staff.
 - ii. The Government reserves the right to conduct inspections at any time.

d. Review of Records

Surveyors review medical records, facility policies, and other relevant documents.

e. Compliance Evaluation

The inspection team evaluates the facility's compliance with state and federal regulations.

f. Identifying Deficiencies

If a facility fails to meet regulatory requirements, deficiencies may be cited.

Deficiencies are categorized by scope and severity, indicating the level of harm and the pervasiveness of the deficient practice.

g. Plans of Correction

Facilities are required to develop and implement a plan of correction to address any deficiencies identified during the inspection.

The plan of correction outlines how the facility will remedy the deficiencies.

h. Public Access to Inspection Results

Inspection results, including citations, regulation text, and plans of correction, are often available to the public through the CO BHA/CDHS's website.

13. CONTRACT CHANGES/TECHNICAL DIRECTIONS.

- 13.1 The Contracting Officer is the only person authorized to approve changes or modify any of the requirements of this contract. The Contractor shall communicate with the Contracting Officer on all matters pertaining to contract administration. Only the Contracting Officer is authorized to make commitments or issue changes that shall affect price, quantity or quality of performance of this contract.
- 13.2 In the event the contractor affects any such change at the direction of any person other than the contracting officer without authority, no adjustment shall be made in the contract price to cover an increase in costs incurred as a result thereof.
- 13.3 The COR will be responsible for the overall technical administration of this contract as outlined in the COR Delegation of Authority, including monitoring of the Contractor's performance.

14. QUALITY OF SERVICE REQUIREMENTS:

1. Quality Control Program:

The contractor, not the government, is responsible for management and quality control actions to meet the terms of the contract. The contractor shall provide an adequate quality control plan which addresses organizational, personnel, process controls, documents/records, incident tracking, assessments, process improvements, and facilities and safety mechanisms.

2. Contractor's Quality Improvement Monitors shall:

- a. Ensure timely responses for Admission referrals
- b. Ensure transportation at the point of discharge to the Contractor Facility
- c. Ensure confidentiality of patient record information.
- d. Monitor the completeness and accuracy of financial records.
- e. Assess the treatment outcome at periodic intervals.
- f. Evaluate the residential treatment setting's ability to consistently ensure the presence of staff capable of providing services required under the terms of the contract.

The quality control program is the driver for quality. The contractor is required to develop a comprehensive program of inspections and monitoring actions. The first major step to ensuring a "self-correcting" contract is to ensure that the quality control program, approved at the beginning of the contract, provides the measures needed to lead the contractor to success.

15. NUTRITION

The facility management must provide each resident with a nourishing, palatable, well-balanced diet that meets the daily nutritional and special dietary needs of each resident.

1. Staffing. The contractor must employ a cook on a full-time basis that follows the guidelines by the Commission on Dietetic Registration of the American Dietetic Association.

NOTE: The Government reserves the right to inspect and modify menu items as needed to meet the above guidelines. A Government Nutritionist will perform visits and/or inspections for quality assurance.

2. Sufficient Staff. The contractor must employ sufficient support personnel competent to carry out the functions of the dietary service.
3. Menus and Nutritional adequacy. Menu must meet the nutritional needs of residents in accordance with the recommended dietary allowances of the Food and Nutrition Board of the National Research Council, National Academy of Science; be prepared in advance; and be followed.
4. Food. Each resident receives and the facility provides:
 - a. Food is prepared by methods that conserve nutritive value, flavor, and appearance.
 - b. Food that is palatable, attractive, and at the proper temperature.
 - c. Food prepared in a form designated to meet individual needs; and
 - d. Substitutes offered of similar nutritive value to residents who refuse food served.
 - e. Therapeutic diets. Therapeutic diets must be prescribed by the Government's Primary Care Physician.
5. Frequency of meals.
 - a. Each resident receives and the facility provides at least three meals daily, at regular times comparable to normal mealtimes in the community.
 - b. There must be no more than 14 hours between a substantial evening meal and breakfast the following day, exceptions as provided in paragraph 4 of this section.
 - c. The facility staff shall offer snacks at bedtime daily.
 - d. When a nourishing snack is provided at bedtime, up to 16 hours may elapse between a substantial evening meal and breakfast the following day, if a resident group agrees to this meal span, and a nourishing snack is served.
6. Sanitary conditions. The facility must:
 - a. Procure food from sources approved or considered satisfactory by Federal, State, or local authorities
 - b. Store, prepare, distribute, and serve food under sanitary conditions; and
 - c. Dispose of garbage and refuse properly

16. LIVING SPACES

The contractor must ensure:

1. The facility is free from overwhelming unpleasant odor.
2. The facility appears clean and well-kept.
3. The temperature in the facility is comfortable for residents.
4. The facility has good lighting.
5. Noise levels in the dining room and other common areas are comfortable.
6. Smoking is not allowed or may be restricted to certain areas of the facility.
7. Furnishings are sturdy, yet comfortable and attractive.
8. There are hand washing supplies in all sinks of the facility
9. There are quiet areas where residents can have visits with friends and family.

17. RESIDENCE APPEARANCE

The contractor must ensure residents are clean, appropriately dressed for season or time of day, and well groomed.

18. STAFF

1. The contractor must ensure the relationship between the staff and the residents appears to be compassionate, kind, polite, and respectful.
2. The contractor will communicate that all staff must wear name tags.
3. The contractor will ensure staff knock on doors before entering a resident's room and refer to resident by name.

19. POLICY/PROCEDURE MANUAL

The contractor shall ensure:

1. The written patient care policies and procedures are established and implemented.
2. Policies and manuals include accidents and incidents (falls and missing patients).

20. NURSING: MEDICATION MANAGEMENT & NARCOTICS

1. Contractor shall ensure the medication cabinet is locked.
2. Contractor shall have double locks for narcotics.
3. Contractor shall ensure medication is recorded daily.
4. Contractor shall ensure emergency supplies are checked per policy.

21. RECORDS AND REPORTS

1. An individual progress record must be safely maintained by the Contract Mental Health Transitional Living Program for each Veteran admitted. This progress record maintained by the Contract Residential Program must include:
 - a. Reasons for referral
 - b. Data relating to the veteran's admission and anticipated length of stay in the residential program to include the targeted individual goals for constructive changes which are to be attained during the veteran's stay at the residential setting.
 - c. Record or log of medical prescriptions issued by VA physicians
 - d. Reports of periodic reevaluation by program staff, to include any measures of movement toward rehabilitation goals.
 - e. Data relevant to the veteran's admission and anticipated length of stay.
 - f. Copies of physician orders (if applicable).
 - g. Weekly progress notes to measure progress toward service plan goals.

22. IN SERVICE EDUCATION PROGRAM

Contractor shall ensure staff has training in:

1. Infection Control – management and prevention of infectious disease
2. CPR – basic life support procedures
3. Crisis Management – verbal de-escalation

23. SITE VISITS

The CO BHA/CDHS will perform annual and periodic unannounced site inspection visits or inspections for cause. The Government also reserves the right to inspections at any time.

24. INFORMATION SECURITY CHECK

The certification and accreditation requirements do not apply; therefore, a security accreditation package is not required.

25. PERFORMANCE STANDARDS, QUALITY ASSURANCE (QA) AND QUALITY IMPROVEMENT(QI)

- a. Quality Management/Quality Assurance Surveillance: Contract personnel shall be subject to Quality Management measures, such as patient satisfaction surveys, timely completion of medical records, and Peer Reviews. Methods of Surveillance: Focused Provider Practice Evaluation (FPPE) and Ongoing Provider Practice Evaluation (OPPE). Contractor performance will be monitored by the government using the standards as outlined in this Performance Work Statement (PWS) and methods of surveillance detailed in the Quality Assurance Surveillance Plan (QASP). The QASP shall be attached to the resultant contract and shall define the methods and frequency of surveillance conducted.
- b. Patient Complaints: The CO will resolve complaints concerning Contractor relations with the Government employees or patients. The CO is final authority on validating complaints. If the Contractor is involved and named in a validated patient complaint, the Government reserves the right to refuse acceptance of the services of such personnel. This does not preclude refusal in the event of incidents involving physical or verbal abuse.
- c. The Government reserves the right to refuse acceptance of any Contractor personnel at any time after performance begins, if personal or professional conduct jeopardizes patient care or interferes with the regular and ordinary operation of the facility. Breaches of conduct include intoxication or debilitation resulting from drug use, theft, patient abuse, dereliction or negligence in performing directed tasks, or other conduct resulting in formal complaints by patient or other staff members to designated Government representatives. Standards for conduct shall mirror those prescribed by current federal personnel regulations. The CO and COR shall deal with issues raised concerning Contractor's conduct. The final arbiter on questions of acceptability is the CO.
- d. Performance Standards:
 - i. Measure: Qualifications of Key Personnel
Performance Requirement: The contractor will employ enough personnel to carry out the policies, responsibilities, and the program for the facility. There must be, as a minimum, at least one administrative staff member, or designee of equivalent professional capability, on duty on the premises or residing at the house and available for emergencies 24 hours a day, 7 days a week.
Standard: 100% Compliance

Surveillance Method: Random Inspections

Frequency: Quarterly

ii. Measure: Referrals

Performance Requirement: Response by the Vendor to the VA on admission referrals shall be prompt and complete with acknowledgment of receipt of the admission packet within one business day of VA faxing/secure message. The physical transport and admission of the Veteran to the Vendor facility must be completed within 3 business days of receiving the admission packet if the Veteran is accepted.

Standard: 90% Compliance

Surveillance Method: Random Inspection of records. Minimum of 2 random records per inspection.

Frequency: Quarterly

iii. Measure: Facility

Performance Requirement: The facility is free from overwhelming unpleasant odors; is clean and well-kept. The temperature is comfortable for residents. There is good lighting; noise levels in the dining room and other common areas are comfortable. Smoking is not allowed or may be restricted to certain areas of the facility. Furnishings are sturdy, yet comfortable and attractive. There is hand washing supplies in all sinks of the facility.

Standard: 100% Compliance

Surveillance Method: Periodic Sampling of Annual Site Visit Reports

Frequency: Quarterly

iv. Measure: Records and Reports

Performance Requirement: An individual clinical record will be developed on each veteran receiving services under this contract.

Standard: 100% Compliance

Surveillance Method: Periodic Sampling of Annual Site Visit Reports

Frequency: Quarterly.

B.4 VA INFORMATION AND INFORMATION SYSTEM SECURITY/PRIVACY GENERAL

The contractor, their personnel, and their subcontractors shall be subject to the Federal laws, regulations, standards, and VA Directives and Handbooks regarding information and information system security as delineated in this contract.

ACCESS TO VA INFORMATION AND VA INFORMATION SYSTEMS

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

- b. All Contractors, subcontractors, and third-party servicers and associates working with VA information are subject to the same investigative requirements as those of VA appointees or employees who have access to the same types of information. The level and process of background security investigations for Contractors must be in accordance with VA Directive and Handbook 0710, Personnel Suitability and Security Program. The Office for Operations, Security, and Preparedness is responsible for these policies and procedures.
- c. Contract personnel who require access to national security programs must have a valid security clearance. National Industrial Security Program (NISP) was established by Executive Order 12829 to ensure that cleared U.S. defense industry contract personnel safeguard the classified information in their possession while performing work on contracts, programs, bids, or research and development efforts. The Department of Veterans Affairs does not have a Memorandum of Agreement with Defense Security Service (DSS). Verification of a Security Clearance must be processed through the Special Security Officer located in the Planning and National Security Service within the Office of Operations, Security, and Preparedness.
- d. Custom software development and outsourced operations must be located in the U.S. to the maximum extent practical. If such services are proposed to be performed abroad and are not disallowed by other VA policy or mandates, the Contractor/subcontractor must state where all non-U.S. services are provided and detail a security plan, deemed to be acceptable by VA, specifically to address mitigation of the resulting problems of communication, control, data protection, and so forth. Location within the U.S. may be an evaluation factor.
- e. The Contractor or subcontractor must notify the Contracting Officer immediately when an employee working on a VA system or with access to VA information is reassigned or leaves the Contractor or subcontractor's employ. The Contracting Officer must also be notified immediately by the Contractor or subcontractor prior to an unfriendly termination.

VA INFORMATION CUSTODIAL LANGUAGE

- a. Information made available to the contractor or subcontractor by VA for the performance or administration of this contract or information developed by the contractor/subcontractor in performance or administration of the contract shall be used only for those purposes and shall not be used in any other way without the prior written agreement of the VA. This clause expressly limits the contractor/subcontractor's rights to use data as described in Rights in Data - General, FAR 52.227-14(d) (1).
- b. VA information should not be co-mingled, if possible, with any other data on the Contractors/subcontractor's information systems or media storage systems in order to ensure VA requirements related to data protection and media sanitization can be met. If co-mingling must be allowed to meet the requirements of the business need, the Contractor must ensure that VA's information is returned to the VA or destroyed in accordance with VA's sanitization requirements. VA reserves the right to conduct on-site inspections of Contractor and subcontractor IT resources to ensure data security controls, separation of data and job duties, and destruction/media sanitization procedures are in compliance with VA directive requirements.
- c. Prior to termination or completion of this contract, Contractor/subcontractor must not destroy information received from VA, or gathered/created by the Contractor in the course of performing this contract without prior written approval by the VA. Any data destruction done on behalf of VA by a Contractor/subcontractor must be done in accordance with National Archives and Records Administration (NARA) requirements as outlined in VA Directive 6300, Records and Information Management and its Handbook

6300.1 Records Management Procedures, applicable VA Records Control Schedules, and VA Handbook 6500.1, Electronic Media Sanitization. Self-certification by the Contractor that the data destruction requirements above have been met must be sent to the VA Contracting Officer within 30 days of termination of the contract.

- d. The Contractor/subcontractor must receive, gather, store, back up, maintain, use, disclose and dispose of VA information only in compliance with the terms of the contract and applicable Federal and VA information confidentiality and security laws, regulations and policies. If Federal or VA information confidentiality and security laws, regulations and policies become applicable to the VA information or information systems after execution of the contract, or if NIST issues or updates applicable FIPS or Special Publications (SP) after execution of this contract, the parties agree to negotiate in good faith to implement the information confidentiality and security laws, regulations and policies in this contract.
- e. The Contractor/subcontractor shall not make copies of VA information except as authorized and necessary to perform the terms of the agreement or to preserve electronic information stored on Contractor/subcontractor electronic storage media for restoration in case any electronic equipment or data used by the Contractor/subcontractor needs to be restored to an operating state. If copies are made for restoration purposes, after the restoration is complete, the copies must be appropriately destroyed.
- f. If VA determines that the Contractor has violated any of the information confidentiality, privacy, and security provisions of the contract, it shall be sufficient grounds for VA to withhold payment to the Contractor or third party or terminate the contract for default or terminate for cause under Federal Acquisition Regulation (FAR) part 12.
- g. If a VHA contract is terminated for cause, the associated BAA must also be terminated and appropriate actions taken in accordance with VHA Handbook 1600.01, Business Associate Agreements. Absent an agreement to use or disclose protected health information, there is no business associate relationship.
- h. The Contractor/subcontractor must store, transport, or transmit VA sensitive information in an encrypted form, using VA-approved encryption tools that are, at a minimum, FIPS 140-2 validated.
- i. 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.
- j. Except for uses and disclosures of VA information authorized by this contract for performance of the contract, the Contractor/subcontractor may use and disclose VA information only in two other situations: (i) in response to a qualifying order of a court of competent jurisdiction, or (ii) with VA's prior written approval. The Contractor/subcontractor must refer all requests for demands for production of, or inquiries about, VA information and information systems to the VA contracting officer for response.
- k. Notwithstanding the provision above, the Contractor/subcontractor shall not release VA records protected by Title 38 U.S.C. 5705, confidentiality of medical quality assurance records and/or Title 38 U.S.C. 7332, confidentiality of certain health records pertaining to drug addiction, sickle cell anemia, alcoholism or alcohol abuse, or infection with human immunodeficiency virus. If the Contractor/subcontractor is in receipt of a court order or other requests for the above mentioned information, that Contractor/subcontractor shall immediately refer such court orders or other requests to the VA contracting officer for response.

- I. 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 COTR.

SECURITY INCIDENT INVESTIGATION

- a. The term “security incident” means an event that has, or could have, resulted in unauthorized access to, loss or damage to VA assets, or sensitive information, or an action that breaches VA security procedures. The contractor/subcontractor shall immediately notify the COTR and simultaneously, the designated ISO and Privacy Officer for the contract of any known or suspected security/privacy incidents, or any unauthorized disclosure of sensitive information, including that contained in system(s) to which the contractor/subcontractor has access.
- b. To the extent known by the Contractor/subcontractor, the Contractor/subcontractor’s notice to VA shall identify the information involved, the circumstances surrounding the incident (including to whom, how, when, and where the VA information or assets were placed at risk or compromised), and any other information that the Contractor/subcontractor considers relevant.
- c. With respect to unsecured protected health information, the business associate is deemed to have discovered a data breach when the business associate knew or should have known of a breach of such information. Upon discovery, the business associate must notify the covered entity of the breach. Notifications need to be made in accordance with the executed business associate agreement.
- d. In instances of theft or break-in or other criminal activity, the Contractor/subcontractor must concurrently report the incident to the appropriate law enforcement entity (or entities) of jurisdiction, including the VA OIG and Security and Law Enforcement. The Contractor, its employees, and its subcontractors and their employees shall cooperate with VA and any law enforcement authority responsible for the investigation and prosecution of any possible criminal law violations associated with any incident. The Contractor/subcontractor shall cooperate with VA in any civil litigation to recover VA information, obtain monetary or other compensation from a third party for damages arising from any incident, or obtain injunctive relief against any third party arising from, or related to, the incident.

TRAINING

- a. All contractor employees and subcontractor employees requiring access to VA information and VA information systems shall complete the following before being granted access to VA information and its systems:
- b. Sign and acknowledge (either manually or electronically) understanding of and responsibilities for compliance with the *Contractor Rules of Behavior*, Appendix E relating to access to VA information and information systems;
- c. VA Cyber Security Awareness and Rules of Behavior training and annually complete required security training;
- d. Successfully complete the appropriate VA privacy training and annually complete required privacy training; and
- e. Successfully complete any additional cyber security or privacy training, as required for VA personnel with equivalent information system access *[to be defined by the VA program official and provided to the contracting officer for inclusion in the solicitation document – e.g. any role-based information security training required in accordance with*

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

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

LIQUIDATED DAMAGES FOR DATA BREACH

- a. Consistent with the requirements of 38 U.S.C. §5725, a contract may require access to sensitive personal information. If so, the Contractor is liable to VA for liquidated damages in the event of a data breach or privacy incident involving any SPI the Contractor/subcontractor processes or maintains under this contract.
- b. The Contractor/subcontractor shall provide notice to VA of a “security incident” as set forth in the Security Incident Investigation section above. Upon such notification, VA must secure from a non-Department entity or the VA Office of Inspector General an independent risk analysis of the data breach to determine the level of risk associated with the data breach for the potential misuse of any sensitive personal information involved in the data breach. The term 'data breach' means the loss, theft, or other unauthorized access, or any access other than that incidental to the scope of employment, to data containing sensitive personal information, in electronic or printed form, that results in the potential compromise of the confidentiality or integrity of the data. Contractor shall fully cooperate with the entity performing the risk analysis. Failure to cooperate may be deemed a material breach and grounds for contract termination.

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

- Nature of the event (loss, theft, unauthorized access);
- Description of the event, including:
 - date of occurrence;
 - data elements involved, including any PII, such as full name, social security number, date of birth, home address, account number, disability code;
- Number of individuals affected or potentially affected;
- Names of individuals or groups affected or potentially affected;
- Ease of logical data access to the lost, stolen or improperly accessed data in light of the degree of protection for the data, e.g., unencrypted, plain text;
- Amount of time the data has been out of VA control;
- The likelihood that the sensitive personal information will or has been compromised (made accessible to and usable by unauthorized persons);
- Known misuses of data containing sensitive personal information, if any;
- Assessment of the potential harm to the affected individuals;
- Data breach analysis as outlined in 6500.2 Handbook, Management of Security and Privacy Incidents, as appropriate; and

- Whether credit protection services may assist record subjects in avoiding or mitigating the results of identity theft based on the sensitive personal information that may have been compromised.

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

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

SECTION C - CONTRACT CLAUSES

C.1 52.212-4 CONTRACT TERMS AND CONDITIONS—COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (OCT 2025) (DEVIATION)

(a) *Definitions*. The clause at Federal Acquisition Regulation (FAR) 52.202-1, Definitions, is incorporated by reference.

(b) *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 with 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.

(c) *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.

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

(e) *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 FAR 52.233-1, Disputes, which is incorporated in this contract by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(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. Examples of occurrences include 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. When an excusable delay occurs, the Contractor shall—

(1) Notify the Contracting Officer by writing as soon as possible;

(2) Remedy the delay as quickly as possible; and

(3) Notify the Contracting Officer when the occurrence is over.

(g) *Invoice.* The Government will handle invoices according to the Prompt Payment Act (31 U.S.C. 3903) and 5 CFR part 1315. The Contractor shall submit invoices to the address designated in the contract to receive invoices. An invoice must include the information required by 5 CFR part 1315.9(b).

(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) *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 that appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(4) *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;

(D) Contractor point of contact; and

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

(5) *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 FAR part 33 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 FAR part 32).

(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 termination for cause.

(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 for interest credits prescribed in FAR part 32 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 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. The Government will send a cure notice to the Contractor, unless the reason for the termination is late delivery. 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 under this contract 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) *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; 40 U.S.C. chapter 37, Contract Work Hours and Safety Standards; 41 U.S.C. chapter 87, Kickbacks; 49 U.S.C. 40118, Government-financed air transportation; and 41 U.S.C. chapter 21 relating to procurement integrity.

(r) *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 Disputes, Payments, Invoice, Compliance with Laws Unique to Government Contracts, and Unauthorized Obligations paragraphs of this clause;
- (3) Other contract clauses incorporated in the solicitation or contract;

- (4) Addenda to this solicitation or contract,
- (5) Solicitation provisions incorporated in the solicitation.
- (6) Other paragraphs of this clause.
- (7) Other documents, exhibits, and attachments; and
- (8) The specification.

(s) *Unauthorized obligations.*

(1) Except as stated in paragraph (s)(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 (s)(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.

(t) *Comptroller General examination of record.* This paragraph applies if this contract was awarded using other than sealed bid procedures and is in excess of the simplified acquisition threshold on the date of award of this contract.

(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 part 4, longer period required by statute, or periods specified in 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 clause 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.

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

(End of Clause)

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

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

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

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

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

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

<u>FAR Number</u>	<u>Title</u>	<u>Date</u>
52.203-17	CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS	NOV 2023
52.203-19	PROHIBITION ON REQUIRING CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS OR STATEMENTS	JAN 2017
52.204-13	SYSTEM FOR AWARD MANAGEMENT—MAINTENANCE (DEVIATION)	NOV 2025
52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, PROPOSED FOR DEBARMENT, OR VOLUNTARILY EXCLUDED	JAN 2025
52.209-10	PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS	NOV 2015
52.219-4	NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS (DEVIATION)	NOV 2025
52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS (DEVIATION)	NOV 2025
52.222-3	CONVICT LABOR (DEVIATION)	NOV 2025
52.222-36	EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES (DEVIATION)	NOV 2025
52.222-50	COMBATING TRAFFICKING IN PERSONS (DEVIATION)	NOV 2025
52.222-54	EMPLOYMENT ELIGIBILITY VERIFICATION (DEVIATION)	NOV 2025
52.224-3	PRIVACY TRAINING	JAN 2017

52.226-8	ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING	MAY 2024
52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER— SYSTEM FOR AWARD MANAGEMENT	OCT 2018
52.232-40	PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS	MAR 2023
52.233-3	PROTEST AFTER AWARD	AUG 1996
52.233-4	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM	OCT 2004
52.244-6	SUBCONTRACTS FOR COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (DEVIATION)	APR 2026
852.201-70	CONTRACTING OFFICER'S REPRESENTATIVE	DEC 2022
852.203-70	COMMERCIAL ADVERTISING	MAY 2018
852.232-72	ELECTRONIC SUBMISSION OF PAYMENT REQUESTS	NOV 2018
852.237-74	NON-DISCRIMINATION IN SERVICE DELIVERY	OCT 2019
852.242-71	ADMINISTRATIVE CONTRACTING OFFICER	OCT 2020
(End of Clause)		

C.3 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

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

(End of Clause)

C.4 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

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

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

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

(End of Clause)

C.5 52.222-90 ADDRESSING DEI DISCRIMINATION BY FEDERAL CONTRACTORS (DEVIATION APR 2026)

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

Program participation means membership or participation in, or access or admission to training, mentoring, or leadership development programs; educational opportunities; clubs;

associations; or similar opportunities that are sponsored or established by the contractor or subcontractor.

Racially discriminatory diversity, equity, and inclusion (DEI) activities means disparate treatment based on race or ethnicity in the recruitment, employment (e.g., hiring, promotions), contracting (e.g., vendor agreements), program participation, or allocation or deployment of an entity's resources.

(b) In connection with the performance of work under this contract, the Contractor agrees as follows:

(1) The Contractor will not engage in any racially discriminatory DEI activities;

(2) The Contractor will furnish all information and reports, including providing access to books, records, and accounts, as required by the Contracting Officer, for purposes of ascertaining compliance with this clause;

(3) In the event of the Contractor's or a subcontractor's noncompliance with this clause, this contract may be canceled, terminated, or suspended in whole or in part, and the Contractor or subcontractor may be declared ineligible for further Government contracts;

(4) The Contractor will report any subcontractor's known or reasonably knowable conduct that may violate this clause to the Contracting Officer and take any appropriate remedial actions directed by the Contracting Officer; and

(5) The Contractor will inform the Contracting Officer if a subcontractor sues the Contractor and the suit puts at issue, in any way, the validity of this clause.

(6) The Contractor recognizes that compliance with the requirements of this clause are material to the Government's payment decisions for purposes of 31 U.S.C. 3729(b)(4).

(c) The Contractor must include the substance of this clause, including this paragraph (c), in subcontracts at any tier, including those for commercial products and commercial services, except those where the place of delivery or performance is outside the United States.

(End of Clause)

C.6 52.223-23 SUSTAINABLE PRODUCTS (NOV 2025) (DEVIATION)

(a) Definitions. As used in this clause—

Sustainable products means—

(1) A product that contains recovered material designated by the EPA under the Comprehensive Procurement Guidelines (42 U.S.C. 6962) (40 CFR part 247) (<https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program#products>).

(2) An energy-efficient product or low standby power device (42 U.S.C. 8259b) (10 CFR part 436, subpart C) (<https://www.energy.gov/femp/search-energy-efficient-products>, <https://www.energystar.gov/products?s=mega>, and <https://www.energy.gov/femp/low-standby-power-product-list>).

(3) A biobased product that meets the content requirements of the USDA under the BioPreferred® program (7 U.S.C. 8102) (7 CFR Part 4270) (<https://www.biopreferred.gov/>)

(4) A substance identified in the EPA's Significant New Alternatives Policy (SNAP) program as a safe alternative to an ozone-depleting substance (42 U.S.C. 76711) (40 CFR part 82, subpart G) (<https://www.epa.gov/snap/unacceptable-and-acceptable-substitutes-tables>).

(b) Requirements. The Government has identified in the statement of work or elsewhere in the contract the sustainable products that are required during the performance of this contract. The Contractor shall ensure that it provides sustainable products as required by this contract, when the products are—

(1) Delivered to the Government;

(2)Furnished for use by the Government;

(3) Incorporated into the construction of a public building or public work; or

(c) Furnished for use in performing services under this contract, where the cost of the products is a direct cost to this contract.

(End of Clause)

C.7 52.232-18 AVAILABILITY OF FUNDS (APR 1984)

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

(End of Clause)

C.8 52.237-3 CONTINUITY OF SERVICES (JAN 1991)

(a) The Contractor recognizes that the services under this contract are vital to the Government and must be continued without interruption and that, upon contract expiration, a successor, either the Government or another contractor, may continue them. The Contractor agrees to-

(1) Furnish phase-in training and

(2) Exercise its best efforts and cooperation to affect an orderly and efficient transition to a successor.

(b) The Contractor shall, upon the Contracting Officer's written notice, (1) furnish phase-in, phase-out services for up to 90 days after this contract expires and (2) negotiate in good faith a plan with a successor to determine the nature and extent of phase-in, phase-out services required. The plan shall specify a training program and a date for transferring responsibilities for each division of work described in the plan and shall be subject to the Contracting Officer's approval. The Contractor shall provide sufficient experienced personnel during the phase-in,

phase-out period to ensure that the services called for by this contract are maintained at the required level of proficiency.

(c) The Contractor shall allow as many personnel as practicable to remain on the job to help the successor maintain the continuity and consistency of the services required by this contract. The Contractor also shall disclose necessary personnel records and allow the successor to conduct on-site interviews with these employees. If selected employees are agreeable to the change, the Contractor shall release them at a mutually agreeable date and negotiate transfer of their earned fringe benefits to the successor.

(d) The Contractor shall be reimbursed for all reasonable phase-in, phase-out costs (i.e., costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations) and a fee (profit) not to exceed a pro rata portion of the fee (profit) under this contract.

(End of Clause)

C.9 52.240-91 SECURITY PROHIBITIONS AND EXCLUSIONS (NOV 2025) (DEVIATION)

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

American Security Drone Act-covered foreign entity means an entity included on a list that the Federal Acquisition Security Council (FASC) develops and maintains and publishes in the System for Award Management (SAM) at <https://www.sam.gov> (section 1822 of Pub. L. 118-31, 41 U.S.C. 3901 note prec.).

Backhaul means intermediate links between the core network, or backbone network, and the small subnetworks at the edge of the network (e.g., connecting cell phones/towers to the core telephone network). Backhaul can be wireless (e.g., microwave) or wired (e.g., fiber optic, coaxial cable, Ethernet).

Covered application means the social networking service TikTok or any successor application or service developed or provided by ByteDance Limited or an entity owned by ByteDance Limited.

Covered article, as defined in 41 U.S.C. 4713(k), means:

(1) Information technology, as defined in 40 U.S.C. 11101, including cloud computing services of all types;

(2) Telecommunications equipment or telecommunications service, as those terms are defined in section 3 of the Communications Act of 1934 (47 U.S.C. 153);

(3) The processing of information on a Federal or non-Federal information system, subject to the requirements of the Controlled Unclassified Information program (see 32 CFR part 2002); or

(4) Hardware, systems, devices, software, or services that include embedded or incidental information technology.

Covered foreign country means The People's Republic of China.

Covered telecommunications equipment or services means—

(1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);

(2) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);

(3) Telecommunications or video surveillance services provided by such entities or using such equipment; or

(4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Critical technology means—

(1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;

(2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled—

(i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or

(ii) For reasons relating to regional stability or surreptitious listening;

(3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);

(4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);

(5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or

(6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817).

FASC-prohibited unmanned aircraft system means an unmanned aircraft system manufactured or assembled by an American Security Drone Act—covered foreign entity.

FASCSA order means any of the following orders issued under the Federal Acquisition Supply Chain Security Act (FASCSA) requiring removing covered articles from executive agency information systems or excluding one or more named sources or named covered articles from executive agency procurement actions, as described in 41 CFR 201-1.303(d) and (e):

(1) The Secretary of Homeland Security may issue FASCSA orders that apply to civilian agencies, to the extent not covered by paragraph (2) or (3) of this definition. This type of FASCSA order may be referred to as a Department of Homeland Security (DHS) FASCSA order.

(2) The Secretary of Defense may issue FASCSA orders that apply to the Department of Defense (DoD) and national security systems other than sensitive compartmented information systems. This type of FASCSA order may be referred to as a DoD FASCSA order.

(3) The Director of National Intelligence (DNI) may issue FASCSA orders that apply to the intelligence community and sensitive compartmented information systems, to the extent not covered by paragraph (2) of this definition. This type of FASCSA order may be referred to as a DNI FASCSA order.

Information technology, as defined in 40 U.S.C. 11101(6)—

(1) Means any equipment or interconnected system or subsystem of equipment, used in the automatic acquisition, storage, analysis, evaluation, manipulation, management, movement, control, display, switching, interchange, transmission, or reception of data or information by the executive agency, if the equipment is used by the executive agency directly or is used by a contractor under a contract with the executive agency that requires the use—

(i) Of that equipment; or

(ii) Of that equipment to a significant extent in the performance of a service or the furnishing of a product;

(2) Includes computers, ancillary equipment (including imaging peripherals, input, output, and storage devices necessary for security and surveillance), peripheral equipment designed to be controlled by the central processing unit of a computer, software, firmware and similar procedures, services (including support services), and related resources; but

(3) Does not include any equipment acquired by a Federal contractor incidental to a Federal contract.

Intelligence community, as defined by 50 U.S.C. 3003(4), means the following—

(1) The Office of the Director of National Intelligence;

(2) The Central Intelligence Agency;

(3) The National Security Agency;

(4) The Defense Intelligence Agency;

(5) The National Geospatial-Intelligence Agency;

(6) The National Reconnaissance Office;

(7) Other offices within the Department of Defense for the collection of specialized national intelligence through reconnaissance programs;

(8) The intelligence elements of the Army, the Navy, the Air Force, the Marine Corps, the Coast Guard, the Federal Bureau of Investigation, the Drug Enforcement Administration, and the Department of Energy;

(9) The Bureau of Intelligence and Research of the Department of State;

(10) The Office of Intelligence and Analysis of the Department of the Treasury;

(11) The Office of Intelligence and Analysis of the Department of Homeland Security; or

(12) Such other elements of any department or agency as may be designated by the President or designated jointly by the Director of National Intelligence and the head of the department or agency concerned, as an element of the intelligence community.

Interconnection arrangement means arrangements governing the physical connection of two or more networks to allow the use of another's network to hand off traffic where it is ultimately delivered (e.g., connecting a customer of telephone provider A to a customer of telephone company B) or sharing data and other information resources.

Kaspersky Lab-covered article means any hardware, software, or service that—

(1) Is developed or provided by a Kaspersky Lab-covered entity;

(2) Includes any hardware, software, or service developed or provided in whole or in part by a Kaspersky Lab-covered entity; or

(3) Contains components using any hardware or software developed in whole or in part by a Kaspersky Lab-covered entity.

Kaspersky Lab-covered entity means—

(1) Kaspersky Lab;

(2) Any successor entity to Kaspersky Lab, including any change in name, e.g., "Kaspersky";

(3) Any entity that controls, is controlled by, or is under common control with Kaspersky Lab; or

(4) Any entity of which Kaspersky Lab has a majority ownership.

National security system, as defined in 44 U.S.C. 3552, means any information system (including any telecommunications system) used or operated by an agency or by a contractor of an agency, or other organization on behalf of an agency—

(1) The function, operation, or use of which involves intelligence activities; involves cryptologic activities related to national security; involves command and control of military forces; involves equipment that is an integral part of a weapon or weapons system; or is critical

to the direct fulfillment of military or intelligence missions, but does not include a system that is to be used for routine administrative and business applications (including payroll, finance, logistics, and personnel management applications); or

(2) Is protected at all times by procedures established for information that have been specifically authorized under criteria established by an Executive order or an Act of Congress to be kept classified in the interest of national defense or foreign policy.

Roaming means cellular communications services (e.g., voice, video, data) received from a visited network when unable to connect to the facilities of the home network either because signal coverage is too weak or because traffic is too high.

Sensitive compartmented information means classified information concerning or derived from intelligence sources, methods, or analytical processes, which is required to be handled within formal access control systems established by the Director of National Intelligence.

Sensitive compartmented information system means a national security system authorized to process or store sensitive compartmented information.

Source means a non-Federal supplier, or potential supplier, of products or services, at any tier.

Subsidiary means an entity in which more than 50 percent of the entity is owned directly by a parent corporation or through another subsidiary of a parent corporation.

Substantial or essential component means any component necessary for the proper function or performance of a piece of equipment, system, or service.

Unmanned aircraft means an aircraft that is operated without the possibility of direct human intervention from within or on the aircraft (49 U.S.C. 44801(11)).

Unmanned aircraft system means an unmanned aircraft and associated elements (including communication links and the components that control the unmanned aircraft) that are required for the operator to operate safely and efficiently in the national airspace system (49 U.S.C. 44801(12)).

(b) *Prohibitions on providing or using specific products or services in performance of contract.* Unless a waiver or exception applies, the Contractor is prohibited from providing any products or services to the Government or using in the performance of the contract any of the following:

(1) A covered application on any information technology owned or managed by the Government, or on any information technology used or provided by the Contractor under this contract, including equipment provided by the Contractor's employees (section 102 of Division R of the Consolidated Appropriations Act, 2023 (Pub. L. 117-328));

(2) A Kaspersky Lab-covered article (Section 1634 of Division A of the National Defense Authorization Act for Fiscal Year 2018 (Pub. L. 115-91));

(3) Covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system (paragraphs (a)(1)(A) of section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232)). This does not prohibit contractors from providing—

(i) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

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

(c) Prohibition on unmanned aircraft systems manufactured or assembled by American Security Drone Act—covered foreign entities.

(1) Prohibition. The Contractor is prohibited from—

(i) Delivering any FASC-prohibited unmanned aircraft system, which includes unmanned aircraft (i.e., drones) and associated elements (sections 1823 and 1826 of American Security Drone Act of 2023, within the National Defense Authorization Act for Fiscal Year 2024, Pub. L. 118-31, Div. A, Title XVIII, Subtitle B, 41 U.S.C. 3901 note prec.);

(ii) On or after December 22, 2025, operating a FASC-prohibited unmanned aircraft system in the performance of the contract (section 1824 of Pub. L. 118-31); and

(iii) On or after December 22, 2025, using Federal funds to procure or operate a FASC-prohibited unmanned aircraft system (section 1825 of Pub. L. 118-31).

(2) *Procedures.* The Contractor shall search SAM for the FASC-maintained list of American Security Drone Act—covered foreign entities before proposing, or using in performance of the contract, any unmanned aircraft system. Also, the Contractor shall ensure any effort or expenditure associated with a FASC-prohibited unmanned aircraft system is consistent with a corresponding exemption, exception, or waiver determination expressly stated in the contract.

(3) *Exemptions, exceptions, and waivers.* The prohibitions in paragraph (c) of this clause do not apply where the agency has determined an exemption, exception, or waiver applies, and the contract indicates that such a determination has been made. See sections 1823 through 1825 and 1832 of Public Law 118-31 for statutory requirements pertaining to exemptions, exceptions, and waivers.

(d) *Prohibition on using or providing specific products or services or conducting certain transactions regardless of connection to contract.*

(1) *Certain telecommunications and video surveillance equipment, systems, or services.*

(i) Unless an applicable waiver has been issued by the Government, the Contractor cannot use any equipment, systems, or services that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system (paragraph (a)(1)(B) of section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232)).

(ii) This prohibition applies to using covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract. This does not prohibit the contractor from using—

(A) A service that connects to the facilities of a third party, such as backhaul, roaming, or interconnection arrangements; or

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

(2) Office of Foreign Assets Control Restrictions.

(i) Except as authorized by the Office of Foreign Assets Control (OFAC) in the Department of the Treasury, the Contractor shall not acquire, for use in the performance of this contract, any supplies or services if any proclamation, Executive order, or statute administered by OFAC, or if OFAC's implementing regulations at 31 CFR chapter V, would prohibit such a transaction by a person subject to the jurisdiction of the United States.

(ii) Except as authorized by OFAC, most transactions involving Cuba, Iran, and Sudan are prohibited, as are most imports from Burma or North Korea, into the United States or its outlying areas.

(A) For lists of entities and individuals subject to economic sanctions, see OFAC's List of Specially Designated Nationals and Blocked Persons at <https://home.treasury.gov/policy-issues/financial-sanctions/specially-designated-nationals-and-blocked-persons-list-sdn-human-readable-lists>.

(B) For more information about these restrictions, as well as updates, see OFAC's regulations at 31 CFR chapter V and at <https://home.treasury.gov/policy-issues/office-of-foreign-assets-control-sanctions-programs-and-information>.

(C) To conduct electronic screens of potential parties to regulated transactions, see the consolidated screening list at <https://www.trade.gov/consolidated-screening-list>, which consolidates multiple export screening lists of the Departments of Commerce, State, and the Treasury.

(3) Sudan prohibition. The Contractor is prohibited from conducting any restricted business operations in Sudan in accordance with Accountability and Divestment Act of 2007 (Pub. L. 110-174).

(4) Iran prohibitions.

(i) Unless an exception applies according to paragraph (d)(4)(iii) or the Government grants a waiver, the contractor shall not engage in certain activities or transactions relating to Iran (section 6(b)(1)(A) of Iran Sanctions Act (50 U.S.C. 1701 note)).

(ii) Unless an exception applies according to paragraph (d)(4)(iii) or the Government grants a waiver, contractor shall not export certain sensitive technology to Iran, as determined by the President, and has an active exclusion in SAM (22 U.S.C. 8515).

(iii) The prohibition in paragraphs (d)(4)(i) and (d)(4)(ii) do not apply if the acquisition is subject to trade agreements and the offeror certifies that all the offered products are designated country end products or designated country construction material (see part 25).

(iv) Unless an exception applies or the Government grants a waiver, contractors are prohibited from knowingly engaging in any significant transaction (i.e., over \$15,000) with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked according to the International Emergency Economic Powers Act (section 6(b)(1)(B) of Iran Sanctions Act (50 U.S.C. 1701 note)).

(e) *Governmentwide exclusion and removal orders.*

(1) Unless the Government has issued an applicable waiver, contractors shall not provide or use as part of the performance of the contract any covered article, or any products or services produced or provided by a source, if the covered article or the source is prohibited by an applicable FASCSA order as follows:

(i) For solicitations and contracts awarded by a Department of Defense contracting office, DoD FASCSA orders apply.

(ii) For all other solicitations and contracts, DHS FASCSA orders apply.

(2) The Contractor shall search for the phrase "FASCSA order" in the System for Award Management (SAM) at <https://www.sam.gov> to locate applicable FASCSA orders.

(3) The Government may identify in the solicitation other FASCSA orders that are not in SAM, which are effective and apply to the solicitation and resulting contract.

(4) A FASCSA order issued after the date of solicitation applies to this contract only if added by an amendment to the solicitation or modification to the contract (see FAR 40.204-1(c)).

(f) *Reasonable inquiry.* The contractor shall conduct a reasonable inquiry to determine if there are any prohibited products or services. The inquiry will look at any information in the entity's possession but does not need to include an internal or third-party audit.

(g) *Removal of prohibited products and services.* For Federal Supply Schedules, Governmentwide acquisition contracts, multi-agency contracts or any other procurement instrument intended for use by multiple agencies, upon notification from the Contracting Officer, during the performance of the contract, the Contractor shall promptly make any necessary changes or modifications to remove any product or service produced or provided by a source that this clause prohibits.

(h) *General report.*

(1) If the Contractor identifies or is notified by any source, (including a subcontractor at any tier), that any product or service provided or used (or to be provided or used) during contract performance does not comply with any prohibition in this clause, then the Contractor shall report the following information, or as much information is known, in writing to the contracting office as identified in paragraph (h)(2) within 72 hours:

(i) Contract number and order number, if applicable;

(ii) The specific prohibition the product or service is not complying with;

(iii) A description of the products or services that the Contractor identifies or has reason to suspect is prohibited (include brand; model number, such as the original equipment manufacturer (OEM) number, manufacturer part number, or wholesaler number; and item description, as applicable);

(iv) The entity that produced the product or service (include entity name, unique entity identifier, Contractor and Government Entity (CAGE) code, facilities responsible for design, fabrication, assembly, packaging, and test of the product, and whether the entity was the OEM or a distributor (provide manufacturer codes and distributor codes used for the product));

(v) Description of the functionality of the product or service and how that functionality impacts the risk to the product or service;

(vi) An explanation of any factors relevant to determining if the product or service should be permitted by an applicable exception, exemption, or waiver (if the contractor would like the Government to consider a waiver, and asks for such a waiver);

(vii) Whether alternative products or services are available that would comply with the prohibition;

(viii) If the product or service is related to item maintenance, include the following information on the item being maintained:

(A) Brand;

(B) Model number, OEM number, manufacturer part number, or wholesaler number; and

(C) Item description, as applicable.

(ix) Any readily available information about mitigation actions implemented or recommended.

(2) If a report must be submitted to a contracting office, the Contractor shall submit the report as follows:

(i) If a Department of Defense contracting office, the Contractor shall report to the website at <https://dibnet.dod.mil>.

(ii) For all other contracting offices, the Contractor shall report to the Contracting Officer.

(iii) For indefinite delivery contracts, the Contractor shall report to both the contracting office for the indefinite delivery contract and the contracting office for any affected order.

(3) If the report provided does not contain any of the information required by paragraph (h)(1) of this clause, and the contractor later discovers new information that is required by paragraph (h)(1) of this clause, then the contractor shall submit a subsequent report within 72 hours of discovering the new information.

(4) The contractor shall also report the information in paragraph (h)(1) if the contractor wishes to ask for a waiver of the requirements of a new FASCSA order being applied through modification.

(i) New FASCSA orders report.

(1) During contract performance, the Contractor shall review SAM at least once every three months, or as advised by the Contracting Officer, to check for covered articles subject to FASCSA order(s), or for products or services produced by a source subject to FASCSA order(s) not currently identified under paragraph (e) of this clause.

(2) If the Contractor identifies a new FASCSA order(s) that could impact their supply chain, then the Contractor shall conduct a reasonable inquiry to identify whether a covered article or product or service produced or provided by a source subject to the FASCSA order(s) was provided to the Government or used during contract performance. The inquiry will look at any information in the entity's possession but does not need to include an internal or third-party audit.

(3) The Contractor shall submit a report to the contracting office identified in paragraph (h)(2) of this clause if the Contractor identifies, including through any notification by a subcontractor at any tier, that a covered article or product or service produced or provided by a source was provided to the Government or used during contract performance and is subject to a FASCSA order(s). For indefinite delivery contracts, the Contractor shall report to both the contracting office for the indefinite delivery contract and the contracting office for any affected order. The Contractor shall report the following information within 72 hours for each covered article or each product or service produced or provided by a source, where the covered article or source is subject to a FASCSA order:

- (i) Contract number and order number, if applicable;
- (ii) Name of the covered article or source subject to a FASCSA order;
- (iii) The specific FASCSA order the product, or service does not comply with;
- (iv) The elements of (h)(1)(iii) through (ix) of this clause.

(j) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (j) but excluding subparagraphs (d)(1) and (i)(1), in all subcontracts and other contractual instruments, including subcontracts for acquiring commercial products or commercial services.

(End of Clause)

C.10 52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (NOV 2020)

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.

(b) The use in this solicitation or contract of any VAAR (48 CFR Chapter FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of Clause)

C.11 VAAR 852.211-76 LIQUIDATED DAMAGES – REIMBURSEMENT FOR DATA BREACH COSTS (FEB 2023) ALTERNATE I (FEB 2023)

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

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

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

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

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

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

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

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

(End of Clause)

C.12 VAAR 852.237-70 INDEMNIFICATION AND MEDICAL LIABILITY INSURANCE (OCT 2019)

(a) It is expressly agreed and understood that this is a non-personal services contract, as defined in Federal Acquisition Regulation (FAR) 37.101, under which the professional services rendered by the Contractor or its health-care providers are rendered in its capacity as an independent contractor. The Government may evaluate the quality of professional and administrative services provided but retains no control over professional aspects of the services rendered including, by example, the Contractor's or its health-care providers' professional medical judgment, diagnosis, or specific medical treatments. The Contractor and its healthcare providers shall be liable for their liability-producing acts or omissions. The Contractor shall maintain or require all health-care providers performing under this contract to maintain, during the term of this contract, professional liability insurance issued by a responsible insurance carrier of not less than the following amount(s) per specialty per occurrence:

* _____. However, if the Contractor is an entity or a subdivision of a State that either provides for self-insurance or limits the liability or the amount of insurance purchased by State entities, then the insurance requirement of this contract shall be fulfilled by incorporating the provisions of the applicable State law.

* Amounts are listed below:

(b) An apparently successful offeror, upon request of the Contracting Officer, shall, prior to contract award, furnish evidence of the insurability of the offeror and/or of all healthcare providers who will perform under this contract. The submission shall provide evidence of insurability concerning the medical liability insurance required by paragraph (a) of this clause or the provisions of State law as to self-insurance, or limitations on liability or insurance.

(c) The Contractor shall, prior to commencement of services under the contract, provide to the Contracting Officer Certificates of Insurance or insurance policies evidencing the required insurance coverage and an endorsement stating that any cancellation or material change adversely affecting the Government's interest shall not be effective until 30 days after the insurer or the Contractor gives written notice to the Contracting Officer. Certificates or policies shall be provided for the Contractor and/or each health-care provider who will perform under this contract.

(d) The Contractor shall notify the Contracting Officer within 5 days of becoming aware of a change in insurance providers during the performance period of this contract for all health-care providers performing under this contract. The notification shall provide evidence that the Contractor and/or health-care providers will meet all the requirements of this clause, including those concerning liability insurance and endorsements. These requirements may be met either under the new policy, or a combination of old and new policies, if applicable.

(e) The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts for healthcare services under this contract. The Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the provisions set forth in paragraph (a) of this clause. At least 5 days before the commencement of work by any

subcontractor, the Contractor shall furnish to the Contracting Officer evidence of such insurance.

\$1,000,000.00 per occurrence \$3,000,000.00 in aggregate

(End of Clause)

(End of Addendum to 52.212-4)

SECTION D - CONTRACT DOCUMENTS, EXHIBITS, OR ATTACHMENTS

See attached document: D.1 Quality Assurance Surveillance Plan QASP.

See attached document: D.2 Organizational Conflict.

See attached document: D.3 Immigration Certification.

See attached document: D.4 Contractor's Rules of Behavior.

SECTION E - SOLICITATION PROVISIONS

E.1 52.212-1 INSTRUCTIONS TO OFFERORS—COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (OCT 2025) (DEVIATION)

(a) *Submission of offers.* Submit signed and dated offers to the office specified in this solicitation at or before the exact time specified in this solicitation. As a minimum, offers shall include—

- (1) The solicitation number;
- (2) The name, address, telephone number of the Offeror;
- (3) The Offeror's Unique Entity Identifier (UEI) and, if applicable, Electronic Funds Transfer (EFT) indicator;
- (4) Information necessary to evaluate the factors contained in the provision at 52.212-2 or as described in the solicitation;
- (5) Responses to provisions that require Offeror completion of information, representations, and certifications (other than those collected via the System for Award Management (SAM)); and
- (6) A statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and any solicitation amendments.

(b) *Period for acceptance of offers.* The Offeror agrees to hold the prices in its offer firm for 60 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.

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

(1) Offerors are responsible for submitting offers and any modifications or revisions to the Government office designated in the solicitation by the time specified in the solicitation.

(2) Any offer, modification, or revision received after the time specified for receipt of offers is "late" and will not be considered unless it is received before award is made and the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition. However, a late modification of an otherwise successful offer that makes its terms more favorable to the Government will be considered at any time it is received and may be accepted.

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

(4) Offerors may withdraw their offers by written notice to the Government received at any time before award.

(d) *Contract award (not applicable to Invitation for Bids)*. The Government intends to evaluate offers and award a contract without discussions with Offerors. Therefore, the Offeror's initial offer should contain the Offeror's best terms. However, the Government reserves the right to conduct discussions, if necessary. The Government may reject any or all offers if such action is in the public interest, accept other than the lowest offer, and waive informalities and minor irregularities in offers received.

(e) *Debriefings*. If a postaward debriefing is given to requesting Offerors, the Government will disclose the following information, if applicable:

(1) The agency's evaluation of the significant weak or deficient factors in the debriefed Offeror's offer.

(2) The overall evaluated cost or price and technical rating of the successful Offeror and the debriefed Offeror and past performance information on the debriefed Offeror.

(3) The overall ranking of all Offerors when any ranking was developed by the agency during source selection.

(4) A summary of the rationale for award.

(5) For acquisitions of commercial products, the make and model of the product to be delivered by the successful Offeror.

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

(End of Provision)

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

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

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

In addition to the information requested in Paragraph (b) entitled "Submission of Offers", offerors shall include the following with their offers in order to be considered for award:

1. Complete proposal submitted in three (3) separate volumes.
 - a. Volume 1 – Technical Capability (**plus one redacted copy on plain white paper**)
 - b. Volume 2 – Past Performance
 - c. Volume 3 – Price
2. **Redacted proposal.** Obscure or remove Offeror identifying information to include but not limited to Company logo, email address, phone number(s) etc.
3. Document titles must clearly indicate purpose of the document.
4. Signed SF 1449.
5. Completed price schedule for all Line Items.
6. Copies of all required insurance certificates.

7. Proof of Indemnification and Medical Liability Insurance
8. Quality Assurance Security Plan (QASP) from Section D
9. Contractor Rules of Behavior from Section D
10. Contractor Certification - Immigration and Nationality Act from Section D
11. Organizational Conflicts of Interest from Section D - required for all involved parties
12. Listing of Key Personnel with required information.
13. Qualification documents for all key personnel:
 - a. Copy of Resumes
 - b. Copies of Advanced Cardiac Life Support/Basic Life Support (ACLS/BLS) certifications
 - c. American Board of Registration of Electroencephalographic and Evoked Potential Technologists Certifications
 - d. Copy of ACLS/BLS, all other applicable certifications
 - e. Certification that staff list has been compared to OIG list
14. Any amendments to this solicitation will be available at this website [https://sam.gov/Contract Opportunities](https://sam.gov/Contract%20Opportunities). Offerors are advised that they are responsible for obtaining amendments to this solicitation at the website prior to the time of responding to the solicitation.
15. Telegraphic offers (submitted by telegram or mailgram) are not accepted.
16. Facsimile offers are not accepted.

Tailoring of Paragraph (c) of 52.212-1, Period for Acceptance of Offers: Note that paragraph (c) of 52.212-1 above is being tailored from its normal 30-day period for acceptance of offers. The Offeror in this procurement agrees to hold the prices in its offer firm for 90 calendar days from the date specified for receipt of offers, not 30.

Quotes must be received no later than **2:00PM Mountain Standard Time (MST), October 29, 2026**, via email to haylee.schrick-ange@va.gov with "Quote: Solicitation 36C25926Q0497" as the subject line.

ALL QUESTIONS/INQUIRES MUST BE SUBMITTED TO CONTRACT SPECIALIST, HAYLEE SCHRICK-ANGE VIA ELECTRONIC EMAIL (E-MAIL) NO LATER THAN OCTOBER 18, 2026 @ 2:00PM MOUNTAIN STANDARD TIME (MST). EMAIL ADDRESS: haylee.schrick-ange@va.gov AND SUBJECT LINE WITH "QUOTE: SOLICITATION 36C25926Q0497 – QUESTIONS".

IMPORTANT NOTICE REGARDING THE SYSTEM FOR AWARD MANAGEMENT (SAM):

System updates may lag policy updates. The System for Award Management (SAM) may continue to require entities to complete representations based on provisions that are not included in agency solicitations, including 52.223-22, Public Disclosure of Greenhouse Gas Emissions and Reduction Goals—Representation, and paragraph (t) of 52.212-3, Offeror Representations and Certifications—Commercial Products and Commercial Services. Contracting officers will not consider these representations when making award decisions or enforce requirements. Entities are not required to, nor are they able to, update their entity registration to remove these representations in SAM.

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

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and

provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

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

<u>FAR Number</u>	<u>Title</u>	<u>Date</u>
52.203-11	CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	SEP 2024
52.203-18	PROHIBITION ON CONTRACTING WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS OR STATEMENTS—REPRESENTATION	JAN 2017
52.204-7	SYSTEM FOR AWARD MANAGEMENT—REGISTRATION (DEVIATION)	NOV 2025
52.229-11	TAX ON CERTAIN FOREIGN PROCUREMENTS—NOTICE AND REPRESENTATION	JUN 2020
52.229-12	TAX ON CERTAIN FOREIGN PROCUREMENTS	FEB 2021
852.239-75	INFORMATION AND COMMUNICATION TECHNOLOGY ACCESSIBILITY NOTICE	FEB 2023
(End of Provision)		

E.3 52.212-2 EVALUATION—COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (OCT 2025) (DEVIATION)

(a) Evaluation factors. The Government will award a contract resulting from this solicitation to the responsible Offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors will be used to evaluate offers:

Factor 1: Technical Capabilities

Sub-Factor A – Contract Implementation/Qualifications

Sub-Factor B – Regulatory Practices, Including Compliance with HIPPA/OSHA and Company Policies and Procedures

Sub-Factor C – Quality Assurance

Factor 2: Past Performance

Factor 3: Price

Basis for Award: Evaluation of quotes will be conducted utilizing Simplified Acquisition Procedures in accordance with FAR 13.106-2(b)(3), Evaluation of Quotations or Offers, using comparative evaluation. Comparative evaluation is the side by side pairwise comparison of quotes based on factors resulting in a Contracting Officer decision for the quote most beneficial to the Government. The Government reserves the right to consider a quotation other than the lowest price. Quotations may exceed minimum requirements of the solicitation. The Government reserves the right to select a quotation that provides a benefit to the Government that exceeds the minimum requirements of the solicitation but is not required to do so. Each offer must meet the requirements of the solicitation to be considered for evaluation.

Please read each section below carefully for the submittals and information required as part of the evaluation. Offers missing the requested information below, as well as the items listed in the Addendum to FAR 52.212-1, Instructions to Offerors, shall be considered non-compliant and your quote may be removed from the evaluation process.

Factor 1 – Technical Capabilities

A. CONTRACT IMPLEMENTATION/QUALIFICATIONS

- 1) Offeror shall provide its plan to accommodate eligible RMR VAMC patients upon discharge from the VA's Mental Health Unit and accomplish all contract requirements as needed by each individual patient. Offeror's plan shall include company/corporate culture and philosophy with regard to inpatient mental health acute treatment unit care.
- 2) Key personnel qualifications. Offeror shall provide names of all key personnel providing services under this contract. Offeror shall provide the following information in regard to each of these individuals;
 - a. Number of years in the health care profession and specific types of health care trained for and provided in a health care locale.
 - b. Previous experience, if any with the Veterans Affairs Network
 - c. Courses attended in regard to optimal teamwork.
 - d. Patient safety outcomes through communication,
 - e. Current license information (State, number, issue and expiration date) for all personnel providing services under this contract.
 - f. All personnel providing services shall be fluent in reading, writing, and speaking English.
- 3) Competencies: Offeror shall provide the process for clinical competency review of all key personnel including documentation of reviews.
- 4) Facility Licensing/Certification: Offeror must comply with all local zoning, housing, fire and sanitary codes and ordinances of the city and/or county where facility is located.
 - a. A copy of their current occupancy permit and/or license as required by the Colorado Department of Health and Environment as found in 6 CFR 1011-1, Chapter II, State Board of Health, General Licensure Standards.
 - b. Copies of all required inspection reports.

B. REGULATORY PRACTICES, INCLUDING COMPLIANCE WITH HIPPA/OSHA AND COMPANY POLICIES AND PROCEDURES

- 1) HIPPA – Offeror shall describe their Standard Operating Procedures that ensure and support compliance with HIPPA.
- 2) OSHA – Offeror shall describe their Standard Operating Procedures that ensure and support compliance with OSHA.
- 3) Additional Training – Offeror shall describe additional/annual training conducted to ensure staff is current on all changes to compliance requirements.
- 4) Internal Monitoring – Offeror shall describe its program for conducting internal monitoring/audits that measure the effectiveness and compliance to required regulations, policies, and procedures.

C. QUALITY ASSURANCE

- 1) Outcome measures – Offeror shall describe clinical outcome measures it utilizes to assess quality and effectiveness of patient care and treatment.
- 2) Reports- Offeror shall describe/discuss its quality assurance program and program and provide samples of its Quality Assurance Reports it generates to measure and analyze clinical performance.

Factor 2 – Past Performance

- a. Past Performance evaluation will consider the reliability, source and relevance of any information provided/received in reference to offeror's past performance.
- b. The Offeror shall provide a minimum of three (3) references for which the same or similar service has been provided and of the same or closely equivalent magnitude.
- c. The information to be provided must include, at a minimum, the following:
 - 1) Contractor or name facility
 - 2) Point of Contact
 - 3) Telephone Number
 - 4) E-mail address
 - 5) Type of contract
 - 6) Detailed description of services provided and length of time

Factor 3 – Price

The Contracting Officer shall evaluate price. Price shall be evaluated for amount and reasonableness with emphasis on best value for the services provided.

The offer shall be expressed as an individual bed day of care for the services to be provided under this contract. The cost shall be extended as an estimated yearly cost per base year and each option year. The offeror must also provide the total estimated cost for the entire contractual period.

By submission of its offer, the Offeror accedes to all solicitation requirements, including terms and conditions, representations and certifications, and technical requirements, in addition to those identified as evaluation factors or sub-factors.

Offerors **must** read the solicitation entirely to ensure compliance with the solicitation requirements. Offers received that do not comply with the terms and conditions of the solicitation and/or have missing documentation may be considered con-compliant and may be removed from evaluation.

(b) *Options (if applicable)*. The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. The evaluation of options does not obligate the Government to exercise the option(s).

(c) *Notice of award*. A written notice of award or acceptance of an offer furnished to the successful Offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

(End of Provision)

E.4 52.216-1 TYPE OF CONTRACT (NOV 2025) (DEVIATION)

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

(End of Provision)

(End of Addendum to 52.212-1)