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SECTION B - CONTINUATION OF SF 1449 BLOCKS

B.1 CONTRACT ADMINISTRATION DATA

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

a. CONTRACTOR:

b. GOVERNMENT: Contracting Officer 36C246 Jamie Sullivan

Department of Veterans Affairs
Network Contracting Office 6
100 Emancipation Drive
Hampton VA 23667

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.

VA Financial Service Center (FSC) Electronic Invoice Presentment and Payment System

<https://www.fsc.va.gov/einvoice.asp>

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

AMENDMENT NO	DATE

B.2 PRICE/COST SCHEDULE

ITEM INFORMATION

ITEM #	DESCRIPTION OF SUPPLIES SERVICES	QTY	UNIT	UNIT PRICE	AMOUNT
0001	Base period Medical Respite Transitional Housing. See Performance Work Statement. Services will be funded at the task order level. UNIT PRICE: Daily rate per bed/veteran: \$ _____ Contract Period: Base POP Begin: 01-01-2027 POP End: 12-31-2027	1.00	EA	_____	_____
1001	OY 1 period Medical Respite Transitional Housing. See Performance Work Statement. Services will be funded at the task order level. UNIT PRICE: Daily rate per bed/veteran: \$ _____ Contract Period: Option 1 POP Begin: 01-01-2028 POP End: 12-31-2028	1.00	LT	_____	_____
2001	OY 2 period Medical Respite Transitional Housing. See Performance Work Statement. Services will be funded at the task order level. UNIT PRICE: Daily rate per bed/veteran: \$ _____ Contract Period: Option 2 POP Begin: 01-01-2029 POP End: 12-31-2029	1.00	LT	_____	_____
3001	OY 3 period Medical Respite Transitional Housing. See Performance Work Statement. Services will be funded at the task order level. UNIT PRICE: Daily rate per bed/veteran: \$ _____ Contract Period: Option 3 POP Begin: 01-01-2030 POP End: 12-31-2030	1.00	LT	_____	_____
4001	OY 4 period Medical Respite Transitional Housing. See Performance Work Statement. Services will be funded at the task order level.	1.00	LT	_____	_____

UNIT PRICE: Daily rate per bed/veteran:
\$ _____

Contract Period: Option 4
POP Begin: 01-01-2031
POP End: 12-31-2031

GRAND TOTAL _____

B.3 DELIVERY SCHEDULE

ITEM NUMBER	SHIPPING INFORMATION	QUANTITY	DELIVERY DATE
0001	SHIP TO: W.G. Hefner Salisbury VA Medical Center 1601 Brenner Ave. Salisbury, NC 28144 USA	1.00	01/01/2027 - 12/31/2027
1001	SHIP TO: W.G. Hefner Salisbury VA Medical Center 1601 Brenner Ave. Salisbury, NC 28144 USA	1.00	01/01/2028 - 12/31/2028
2001	SHIP TO: W.G. Hefner Salisbury VA Medical Center 1601 Brenner Ave. Salisbury, NC 28144 USA	1.00	01/01/2029 - 12/31/2029
3001	SHIP TO: W.G. Hefner Salisbury VA Medical Center 1601 Brenner Ave. Salisbury, NC 28144 USA	1.00	01/01/2030 - 12/31/2030
4001	SHIP TO: W.G. Hefner Salisbury VA Medical Center 1601 Brenner Ave. Salisbury, NC 28144 USA	1.00	01/01/2031 - 12/31/2031

B.4 PERFORMANCE WORK STATEMENT

1. DESCRIPTION

The W.G. “Bill” Hefner Veteran Affairs Health Care System (VAHCS) in Salisbury, North Carolina provides diagnostic and therapeutic services in medicine, surgery, rehabilitation medicine, mental health, and skilled nursing home care. The Salisbury VA Health Care System covers a 21-county catchment area in central North Carolina. This facility also provides homeless support services to those Veterans requiring resources to aid them in the procurement of permanent housing through the Healthcare for Homeless Veterans (HCHV) Program.

HCHV programs provide care, treatment, and rehabilitative services, including case management and therapeutic transitional housing assistance by contracting with community providers. The HCHV Contract Residential Services (CRS) programs target and prioritize homeless Veterans who require safe and stable living arrangements while they seek permanent housing. The Contractor Facilities to be utilized will be restricted to community-based facilities that provide food, shelter, and therapeutic services in a supportive environment to meet their basic needs, and ultimately, to facilitate the improvement of their overall health and housing situation.

The Contractor shall furnish transitional housing and services for homeless Veterans who are beneficiaries of the W.G. “Bill” Hefner VAHCS and who are in need of medical respite or recuperative care where typical emergency housing programs may not be suitable but where hospital-level care is not needed. The Contractor shall provide these services in accordance with all applicable Federal, state and local regulations, laws, and ordinances and in accordance with their performance work statement and the terms and conditions stated herein.

2. REQUIREMENTS FOR PROGRAMS AND SERVICES

The Contractor shall furnish each Veteran authorized care under this contract with the following basic services:

a) Housing accommodations which are accessible to the Veteran 24 hours per day, 7 days per week. Accommodations include a bed and other furnishings, such as a dresser, storage locker or designated secured space, and personal linens (pillows, sheets, blankets, towels/washcloths, etc.). Bed, furniture, and linens shall be maintained in good working condition.

i. Accommodations must be at least 140 square feet for two non-related adults and 40 square feet per additional adult.

ii. The Contractor shall provide lockable storage for each Veteran.

b) Nutrition including at least 3 appetizing, nutritionally adequate meals per day, 7 days per week and availability of snacks of nourishing quality (e.g. fruits, vegetables, protein sources), between meals and at bedtime.

i. There will not be more than a 14-hour span between the evening meal and breakfast of the following day.

ii. The Contractor will provide alternative meals for Veterans with dietary restrictions, if medically indicated (e.g. diabetic, renal, and soft mechanical diets) and reasonable

accommodations for Veterans with cultural/religious preferences around food (e.g. Kosher, Sikh, etc.).

iii. Food shall be prepared, served, and stored under sanitary conditions.

iv. The Contractor will adhere to any nutritional guidelines outlined by the consulting VA dietitian. The local VA Medical Center dietitian may consult with the initial inspection team and the team making subsequent assessments, in evaluating not only the printed menus but also the patients' satisfaction with meals and the actual consumption of food offered.

c) Laundry facilities and detergent for residents to do their own laundry or have their laundry done at minimum one time per week, at no charge to the Veteran.

d) Hygiene products to include, but not limited to, soap, shampoo, feminine products, deodorant, toothpaste, and toothbrush, shall be made accessible to the Veteran.

e) Quality case management and therapeutic services outlined in an individualized, person-centered care plan developed by the Veteran and the Contractor, with input from the VA Liaison/Contracting Officer's Representative (COR) as needed.

i. The Contractor shall engage the Veteran in a collaborative psychosocial assessment to inform the initial plan of care. The psychosocial assessment and initial care plan are expected to be completed within 5 business days of Veteran's admission to the program and made available to VA Liaison/COR or designee for review when requested.

ii. The person-centered care plan will encompass the following elements:

- 1). Strengths,
- 2). Needs and barriers
- 3). Goals
- 4.) Referrals that are beyond the scope of the established program, and
- 4). The signature of the Case Manager and the Veteran.

iii. The care plan goals should address the areas of housing, income/vocation/education, health/medical, mental health, substance use (if applicable), social, and any additional personal goals. The care plan goals should be clear, specific, measurable, individualized, and should identify the specific objectives, methods, and the responsible person to complete each goal.

iv. Care Plans should reflect the Recovery Model focus and approach and may include elements of motivational interviewing, harm reduction, critical time intervention, and other best practices that focus on the Veteran obtaining permanent housing at the appropriate level of care.

v. The Contractor shall provide individual case management meetings at least once per week that focus, at minimum, on housing search and stabilization, income and financial planning, self-care and adaptive coping skills, any necessary coordination of ongoing participation in care provided by VA or community medical, mental health, and/or substance use disorder providers, and

ongoing discharge planning. Case management services should be aligned with the care plan goals and documentation of weekly progress notes should specify progress toward these goals.

vi. Special attention will be made to address High Suicide Risk (HSR) Veterans as identified by the VA Liaison, VA mental health staff and/or the contracted case manager. Contracted case manager will review the HSR Safety Plans with the Veteran on at least a monthly basis. HSR Safety plan reviews and a copy of the Veteran's Safety Plan will be documented in the chart.

f) Structured group activities, as appropriate, shall occur at least 2 times per month – examples include group therapy, life skills training, social skills training, financial workshops, Alcoholics Anonymous, Narcotics Anonymous, vocational counseling and physical activities as appropriate. For the purposes of this contract “House Meetings” and VA Housing Resource Groups may not be counted, as a structured group activity should have a therapeutic value and facilitation shall be the responsibility of the Contractor. Should a Veteran have mental health, medical, family and/or employment obligations which directly conflicts with this requirement alternate group activities will be arranged and/or the Contractor will clearly document efforts made to accommodate the Veteran.

i. It is highly encouraged for group activities to involve regular community engagement and collaboration including outside expert speakers and field trips where Veterans are able to leave the facility.

g) Instruction in and assistance with improving health and personal hygiene, as needed. General observation of Veterans admitted to the program should indicate that they maintain an acceptable level of personal hygiene and grooming.

h) Monitoring and safe storage of all Veteran medications to include the following:

i. Storage in a medication room behind two locks, properly labeled, and logged.

ii. Veterans may self-administer medications, but storage shall ensure that no other residents are able to access individual Veteran's medications.

ii. Medication Administration Records with Veteran and staff signatures, and at least weekly medication checks conducted by staff.

iii. Policy and procedures for medication disposal when Veteran is ordered to discontinue a medication or after Veteran discharges.

iv. Medication Assisted Treatment (MAT) cannot be used to rule out Veteran's participation in an HCHV Program. This includes FDA-approved, prescribed use of morphine, methadone, suboxone, or other controlled substances in the treatment of substance use disorder. Reasonable accommodation for individuals in MAT is required provided the requested accommodation does not require major financial or administrative commitments that would be considered an undue burden for the Contractor.

i) Support for an alcohol/drug abuse-free lifestyle provided in an environment conducive to social interaction and the fullest development of the resident's rehabilitative potential. Facility will provide assistance to gain and to apply knowledge of the recovery process in an

environment supportive of recovery models, including a focus on Harm Reduction rather than strict abstinence and supportive of a Housing First approach.

- i. Facility will conduct random urine drug screen testing and breathalyzer testing at least twice a month.
 - ii. Pursuant to these principles, drug testing alone may not be used to discharge or discipline a Veteran but may be used as a clinical intervention to modify behavior.
- j) Transportation services for admission to the facility and for all care-plan-related appointments, at no additional cost to the Government and at no cost to the Veteran. Care-plan-related appointments include, but are not limited to, medical, mental health, substance use appointments, housing search, job search, benefits applications, and court appointments.
 - i. The Contractor shall provide Veteran with bus passes to access public transportation as appropriate. The Contractor's facility should be located with ease of access to public transportation.
 - ii. If the Veteran is not medically able to utilize public transportation or if the Contractor's facility or the destination is not easily accessible by public transportation, then the facility shall provide private, door-to-door transportation. Private transportation may be provided by a facility vehicle with adequate insurance or via arranging and paying for rideshare, taxi, etc. on behalf of the Veteran.
- k) Assistance with securing or increasing income based on Veteran's needs and abilities through the establishment of competitive employment or by referral/application to Social Security and/or the Veteran Benefits Administration for disability and/or retirement/pension benefits. If appropriate to the needed level of care, the Contractor will also assist with referral to apply for Aid and Attendance benefits.
- l) Assistance in budget counseling and money management including promotion of savings while enrolled in the program. Progress here is to be documented in monthly care plan and weekly case notes.
- m) Assistance in securing permanent housing or housing that appropriately meets the needs of the Veteran post discharge. Progress here to be documented in monthly care plan and weekly case notes.
- n) Proactive engagement with Veterans to maximize access to any applicable and necessary healthcare services. Veterans will be referred to VA for primary care appointments and the Contractor will support Veterans in making initial and subsequent appointments. The Contractor shall assist Veterans requiring emergency services (medical or psychiatric) with quickly accessing appropriate care from a VA or community facility.
- o) The Contract program will be expected to meet the minimum target values for HCHV performance metrics as listed below. These metrics will be tracked at least quarterly with the VA Liaison/COR providing the information to the Contractor. If not meeting the minimum target values, the VA Liaison/COR will work with the Contractor to create a Performance Improvement Plan as appropriate. Ongoing failure to meet the minimum target values may result

in an official contract deficiency, lowered performance ratings, removal of Veterans, or termination of the contract.

- i. HCHV1 - % of exits to permanent housing >55% (exemption for medical respite program, tracked for information and planning purposes)
- ii. HCHV2 - % Negative exits <20%
- iii. Bed occupancy – 85% or greater
- iv. Length of stay ≤60 days

p) The Contractor shall be able to accommodate Veterans who are in need of skilled home health services including, but not limited to, physical therapy, occupational therapy, wound care, and end-of-life care through home hospice or palliative care. The Contractor is not expected to provided the skilled services, but must be able to accommodate services from a home health agency coming to provide the services to the Veteran at the facility if ordered by their VA or community provider.

3. STAFFING/KEY PERSONNEL

a) The Contractor shall employ sufficient professional personnel to carry out the policies, responsibilities, and services of the facility required under this contract. The Contractor shall provide an overall staffing plan which indicates how the Contractor will meet the requirements of the contract. Within the staffing plan, the Contractor must identify each person functioning as “key personnel” under this contract and provide the VA with a description of the services to be provided by each person. The Contractor shall assign to this contract personnel that by education and training (and, when required, by certification or licensure) are qualified to provided the services required. The Contractor will be required to submit a resume summarizing relevant skills and experience for all key personnel as well as a copy of current, active, and unrestricted license/certification where applicable. Minimum staffing requirements are as follows:

- i. One managerial point of contact to provide primary oversight and administration of the program and the contract.
- ii. At least one staff member on duty on the premises providing awake supervision of residents and staff 24 hours per day, 7 days per week. This staff member must have sufficient professional experience and authority to make decisions regarding the facility and the residents and/or must have the ability to contact an offsite administrator in case of an emergency 24 hours per day, 7 days per week.
- iii. Sufficient case management/counseling personnel to provide to Veteran residents the direct case management and therapeutic services outlined above. The case manager(s) should have some training and experience working with homeless individuals, and experience working with individuals dealing with chronic medical, mental health, and/or substance use disorders. A bachelors-level professional with at least 3 years experience is required, and masters-level licensed mental health and/or substance use professional is preferred. Any exceptions to the required credentials or experience may be considered on a case-by-case basis with sufficient justification in consultation with the VA Liaison/COR and the Contracting Officer (CO).

iv. Sufficient medical personnel with appropriate experience, licensing, and credentialing to meet the medical needs of Veterans placed in the medical respite program. Typically, a registered nurse or higher medical professional will be on site daily.

v. All direct care staff shall have active Cardiopulmonary Resuscitation (CPR)/Basic Life Support (BLS) certification so that staff is available and able to respond in an emergency 24 hours per day, 7 days per week.

b) The Contractor shall have a contingency plan in place to ensure equivalent coverage for any key personnel in the event of scheduled or unscheduled staff leave. Temporary substitutions of key personnel shall be permitted within the Contractor's contingency plan. The contingency plan shall also be used if personnel leave the Contractor's employment or are unable to continue performance in accordance with the terms and conditions of the contract until permanent replacements are in place.

c) During the first 90 calendar days of performance, the Contractor shall make no substitutions of key personnel unless the substitution is necessitated by illness, death, or termination of employment. The Contractor shall notify the CO, in writing, within 2 calendar days after the occurrence of any of these events and provide an explanation of the circumstances necessitating the proposed substitutions as well as resumes, license/certification (if applicable), and satisfactory background check for the proposed substitutes. The contractor will provide any additional information as requested by the CO.

i. For substitutions proposed by the Contractor after the initial 90 calendar day period, the Contractor shall provide resumes, license/certification (if applicable), and satisfactory background check for the substitute personnel, together with any other additional information requested by the Contracting Officer, at least 15 days before the substitution is to occur. The Contracting Officer shall notify the Contractor within 15 calendar days after receipt of all required information if the VA refuses to accept the substitute key personnel.

d) The contractor will perform criminal background checks on all key contract personnel. The contractor will provide a copy of the satisfactory background check to the VA Liaison/COR. The contractor must not employ individuals who –

i. Have been convicted within 7 years by a court of law of any of the following offenses or their equivalent in a state or territory:

1. Murder, attempted murder, or manslaughter;
2. Arson;
3. Assault, battery, assault and battery, assault with a dangerous weapon, mayhem or threats to do bodily harm;
4. Burglary;
5. Robbery;
6. Kidnapping;
7. Theft, fraud, forgery, extortion or blackmail;
8. Illegal use or possession of a firearm;
9. Rape, sexual assault, sexual battery, or sexual abuse;
10. Child or elder abuse, or cruelty to children or elders; or
11. Unlawful distribution or possession with intent to distribute a controlled substance; or

ii. Have had a finding entered within 6 months into an applicable State registry or with the applicable licensing authority concerning abuse, neglect, mistreatment of individuals or misappropriation of property.

iii. An individual assessment must be performed to determine suitability for employment for any conviction defined in paragraph 3.d)i., regardless of the age of the conviction

e) The VA reserves the right to refuse or revoke acceptance of key personnel if personal or professional conduct, or lack of required skills or experience, jeopardizes Veteran care or interferes with the regular and ordinary operation of the facility and the contract program. Breaches of conduct include, but are not limited to, intoxication or debilitation resulting from drug or alcohol use, theft, patient abuse, dereliction or negligence in performing directed tasks, or other conduct resulting in formal complaints by Veterans or other staff members to designated Government representatives. The CO and VA Liaison/COR shall deal with issues raised concerning Contractor personnel conduct. The CO shall be the final arbiter on questions of acceptability and in validating complaints.

f) The Contractor will provide at least one staff person on-site at all times who has had training and orientation on the following topics. All staff identified as “key personnel” for the contract must have this training. Training shall be provided by the Contractor and should occur at the initiation of employment and at least annually thereafter. The Contractor will provide proof of completion to VA Liaison/COR annually and upon request.

- i. CPR/BLS
- ii. First Aid
- iii. Privacy and HIPAA
- iv. Crisis intervention and de-escalation techniques
- v. Cultural sensitivity, including population specific information on homelessness
- vi. Ethics and appropriate boundaries with clients
- vii. Sexual harassment
- viii. Universal Precautions (disease transmission prevention)
- ix. Abuse and neglect reporting for children and adults
- x. Harm Reduction philosophy and practices, including substance overdose education and prevention protocols and the use of naloxone
- xi. Suicide Prevention
- xii. Medication management at a level commensurate with the level of monitoring and oversight provided by the facility
- xiii. Facility emergency procedures and policies, including fire safety
- xiv. Ongoing training in facility policies and procedures

g) Contractor key personnel must complete training courses “VA Privacy and Information Security Awareness and Rules of Behavior” and “HIPAA and Privacy Training” upon contract award and on an annual basis thereafter in the VA Talent Management System (TMS). Detailed instructions on TMS account setup will be provided by the VA Liaison/COR. Failure to complete this mandatory training listed above within the timeframe required shall be grounds for removal from work on the contract until such time as the training is completed.

h) The following acts are not permissible by any Contractor personnel while on duty and/or on facility premises:

- i. Use of alcohol, drugs, intoxicating substances, narcotics, or controlled substances of any kind (excluding doctors' prescriptions which do not impair driver's driving ability) while on duty or reporting for duty while under the influence of such substances.
- ii. Using aggressive communication and/or gestures, which are perceived to be intimidating, demeaning, and/or degrading to Veterans, residents, or other staff, including the use of loud, indecent, or profane language and/or making threatening or obscene gestures.
- iii. Gambling in any form
- iv. Carrying of pistols, firearms, or any other weapons whether concealed or openly carried
- v. Using tobacco or smoking outside of designated smoking areas
- vi. Resorting to physical violence
- vii. Spitting in prohibited places or any other unsanitary, offensive, or insensitive practices or behavior.
- viii. If transporting a Veteran, the driver shall not stop for personal business. Driver shall not leave vehicle when it is occupied by a Veteran passenger. The driver shall not leave the vehicle with the key in the ignition at any time.
- ix. Engaging a Veteran in a verbal confrontation in an attempt to settle a disagreement.
- x. Engaging in personal relationships with Veterans. Engaging in intimate physical relationships, personal friendships, or avoidable dual relationships with Veterans is prohibited.
- xi. Soliciting or accepting tips or gifts from Veterans, their family members, or others at any time.
- xii. Entertaining of unauthorized guests at the facility.

i) The Contractor shall have a policy and procedures in place to ensure a drug-free workplace, including pre-employment drug testing for new employees, follow-up testing that is random and/or for-cause, safeguards for ongoing compliance, and consequences for any violations. The Contractor must agree to complete testing at an outside, independent laboratory, when requested by the VA Liaison/COR or CO at no additional cost to the government.

4. FACILITY

- a) The facility will be located within the Salisbury catchment area and within a 50-mile radius of the Salisbury VA Medical Center and/or a 25-mile radius of the Community Based Outpatient Clinic (CBOC) and/or Health Care Centers (HCC).
- b) The facility must have a current occupancy permit issued by the local and state governments in the jurisdiction where the facility is located.
- c) The facility must be licensed and accredited, where applicable, as required by the authority having jurisdiction.
- d) The facility must be in compliance with current standards of building safety codes and health and sanitization codes according to the authority having jurisdiction.
- e) The facility must meet the following fire safety requirements:

- i. The building must meet the requirements of the applicable residential occupancy chapters of the current version of NFPA 101, National Fire Protection Association's Life Safety Code.
 - ii. Fire exit drills must be held and documented 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.
 - iii. A written policy regarding tobacco smoking or use of e-cigarettes devices on the facility shall be established and enforced. The policy shall include a prohibition against the use of tobacco products inside the building. Any designated smoking area must be at least 25 feet from doorways or entrances.
 - iv. Portable fire extinguishers shall be installed at the facility. Use NFPA 10, Standard for Portable Fire Extinguishers, as guidance in selection and location requirements of extinguishers. Requirements for fire protection equipment and systems shall be in accordance with NFPA 101. All fire protection systems and equipment, such as the fire alarm system, smoke detectors, and portable extinguishers; shall be inspected, tested, and maintained in accordance with the applicable NFPA fire codes and the results documented.
- f) The facility should be in a central location, near public transportation, and near areas which provide access to employment, housing, and other resources.
- g) At the minimum, one bedroom, one bathroom, and all common areas (dining areas, means of egress, etc.) shall meet Americans with Disabilities Act (ADA) requirements for accessibility.
- h) The facility shall be equipped with operational air conditioning /heating systems. In the event these systems are not operational for any reason, it is expected that the Contractor have the system repaired and operational within 5 business days. The Contractor is expected to notify the VA Liaison/COR immediately with the plan for repair and any interim accommodation. During extreme weather conditions if the air conditioning or heating system cannot be repaired in 24 hours, alternate accommodations must be arranged.
- i) The facility shall be kept clean, free of dirt, grime, mold, clutter, and/or other hazardous substances and damage that noticeably detracts from the overall appearance.
- j) The facility shall have windows and doors that can be opened and closed in accordance with manufacturer standards.
- k) The facility shall be equipped with first aid equipment, necessary personal protective equipment (PPE) an Automatic External Defibrillator (AED), a blood pressure monitor, a pulse oximeter, glucometer, and naloxone.

- l) The facility must provide secure storage for all Veterans' personal health information in a locked room and locked filing cabinet. Personal health information stored electronically must be in accordance with current federal standards.
- m) In facilities that house both male and female Veterans, the Contractor must demonstrate that the safety of all residents is always maintained. Female Veterans must have secure and safe entrances, as well as separate living quarters and separate bathroom facilities.
- n) The Contractor shall provide a working phone line that is accessible to Veterans to conduct care-plan related business.
- o) The Contractor shall provide internet access and computer access for Veterans to aid in housing searches, other care-plan related tasks, and participation in virtual appointments.
- p) The Contractor shall have available a means of receiving and sending encrypted/secure emails for necessary communication with the VA Liaison/COR and other VA staff as needed.
- q) The facility shall be equipped with a generator or other means of back-up power to ensure that necessary medical equipment is able to function properly during a power outage. If the power is not restored within 24 hours, alternate accommodations must be arranged.

5. REFERRALS

- a) The Contractor will serve Veterans who are literally homeless or at imminent risk of homelessness as defined according to the McKinney-Vento Homeless Assistance Act or subsequent relevant legislation.
- b) Veterans served by the program must be eligible for VA healthcare.
- c) The Contractor will serve Veterans with higher levels of medical needs than traditional shelters such as Veterans on home oxygen, recently discharged from a medical institution, recovering from injury, illness, or surgical procedure, in need of wound care, or on dialysis (the Contractor does not have to provide dialysis on site); and provide support for other more complex medical needs. Veterans eligible for the medical respite program must require enhanced medical services to complete their medical recovery but will not meet acute care criteria for hospitalization. When necessary, the Contractor, VA Liaison/COR or designee, and VA medical staff as needed, will conduct a clinical review of medical needs to ensure the Contractor has capability to meet the Veteran's care needs.
 - i. Veterans referred to the program may not be fully independent in all instrumental activities of daily living (IADLs), either at the time of entry or upon medical recovery. The Contractor shall provide the necessary assistance with these tasks and shall help promote increased independence for the Veteran where possible.
 - ii. Veterans referred to the program will normally be fully independent with all activities of daily living (ADLs). Any modifications or assistance needed for a Veteran to complete an ADL will be considered on a case-by-case basis with the Contractor, VA Liaison/COR or designee, and VA medical staff as needed, to ensure the Contractor has capability to meet the Veteran's care needs.

d) Veterans will be referred to the program by authorized VA personnel. The VA is responsible for determining eligibility of Veterans prior to admission to Contractor bed for services. The Contractor is expected to work with identified VA Liaison/COR or designee to confirm eligibility; it is understood that payment for Veterans admitted without an initial determination of eligibility may not be authorized if the Veteran is found ineligible.

e) Orders, requests, or changes to admission status shall only be made by the HCHV VA Liaison/COR or designee. The Contractor shall make no deviation and is responsible for providing direction to its staff regarding Veteran admissions.

f) The facility agrees to accept referral of and to provide all services specified in this contract for any person determined eligible by the VA Liaison/COR or designee, regardless of race, color, religion, sex or national origin of persons for whom such services are ordered. In addition, the facility warrants that subcontracting will not be resorted to as a means of circumventing this provision.

g) The Contractor shall ensure that a signed VA Release of Information (ROI) is obtained for any Veteran being admitted to the program and the ROI is placed into the individual case record and submitted to the VA Liaison/COR or designee via secure means. When possible, the VA will provide the Contractor with a signed VA ROI from the Veteran at the time of referral. If obtaining the signature would create a barrier or delay to housing, then verbal consent may be given and the Veteran will sign an ROI upon admission.

h) Along with the authorization for admission, the VA will send a centralized assessment form, and, when available, relevant physical and laboratory studies, confirmation of medical and mental health diagnoses, and a list of current medications.

i) The Contractor must be able to accommodate same-day admission of Veterans into the program, when requested, pending bed availability.

j) Veterans can not be denied entry into the program based solely upon length of current abstinence from alcohol or non-prescribed controlled substances, the number of previous treatment episodes, the time interval since the last program entry, the use of prescribed controlled substances, mental health diagnoses, or legal history.

6. LENGTH OF STAY, ABSENCES, AND CANCELLATION

a) The length of stay at the Contractor facility will be initially authorized for up to 60 days.

b) Some Veterans may be considered for extensions of their time in the program up to a total length of stay of 6 months, depending on the needs of the Veteran as mutually determined by the Veteran, the Contractor's staff, and VA Liaison/COR or designee. Any extension beyond the 60th day must be requested in writing to the VA Liaison/COR or designee by the Contractor at least 5 business days prior to the 60th day.

i. Extension will normally be approved on a month-to-month basis and further extensions must be requested in writing as noted above with justification included in the request.

- ii. Only extraordinary circumstances will be considered in order to extend service periods in excess of 6 months for individual Veterans and may require case conferencing with HCHV leadership for approval.
- c) The Contractor is expected to complete routine clinical reviews to determine the continued need for medically enhanced services and to include the VA Liaison/COR in the review as well as consultation from VA medical providers if needed.
 - i. Once a Veteran has recovered to the point that their needs could be met in a traditional transitional housing or shelter setting, the Veteran may be transferred to another HCHV program, even if this occurs prior to the completion of the 60-day stay.
 - ii. The Contractor is required to notify the VA Liaison/COR or designee of a Veteran's readiness for step-down placement within 1 business day of this determination.
- d) The Contractor shall notify the authorizing VA of any Veteran absences from the facility. Notice of scheduled absences should be submitted to the VA Liaison/COR or designee prior to the absence and notice of unscheduled absences should be submitted within 24 hours of the missed curfew.
- e) The HCHV Contract Residential Services (CRS) program allows payment to a provider for an absent Veteran under the circumstances outlined below.
 - i. The HCHV CRS Liaison will review a HCHV CRS provider's request for payment for an absent Veteran to ensure it meets the standards set by the HCHV National Program Office.
 - ii. The VA will pay per diem up to a maximum of 48 consecutive hours for the unscheduled absence or 96 hours for the scheduled absence of a Veteran under the following conditions:
 - 1. Scheduled Absences. To receive payment, the absence must:
 - (a) Be pre-planned, consistent with and support the Veteran's individual service plan (e.g., family reunification, short term medical, substance use disorder (SUD) or psychiatric treatment).
 - (b) Have the reason documented in the individual Veteran's case file, treatment record, or service plan.
 - (c) Not result in the bed being filled by the provider.
 - (d) Not be for a break or vacation from treatment.
 - (e) Not be used for extended educational or employment circumstances.
 - (f) Not be used to create more than 4 consecutive days of absence.
 - 2. Unscheduled Absences. To receive payment for an unscheduled absence:
 - (a) The provider must have evidence of active outreach to locate and reengage the Veteran and document the steps taken in the Veterans individual case file, treatment record, or service plan.
 - (b) The provider may not fill the bed.
 - (c) The Veteran must be discharged from the HCHV CRS program if not located within 48 hours.

3. Inpatient Hospitalization. HCHV Contract Emergency Residential Services (CERS) programs established as medical respite programs serve a specific subset of Veterans with complex needs. The per diem payment may be made to a HCHV medical respite provider if a Veteran requires inpatient medical or psychiatric treatment for a period of up to 7 days. The provider may not fill the bed during this time and should maintain contact with the VA Liaison and the Veteran, if authorized.

4. Ineligible Veteran. When a Veteran is admitted to a HCHV CRS program and found to be ineligible for HCHV CRS, VA will pay for a maximum of 4 days from the day of admission to allow the provider and VA Liaison time to locate and arrange alternate placement.

f) Requests for readmission shall be assessed and screened on an individual basis depending upon the needs of the Veteran as mutually determined by the Veteran, the VA Liaison/COR, and the VA HCHV Screening Team.

g) The VA reserves the right to remove any or all patients from the facility at any time without additional cost, when it is determined to be in the best interest of the VA or the patient.

h) The Contractor shall be responsible for notifying the VA Liaison/COR or designee within 1 business day that a discharge has occurred and providing the written report of the discharge within 2 business days.

7. DOCUMENTATION

a) The Contractor shall provide written documentation constituted by the individual Veteran case record that verifies the provision of all supportive services required under this contract for each Veteran participant.

i. Individual Veteran case records should include at least the following documentation:

1. Referral and assessment information provided by the VA at referral, including history and physical
2. Releases of Information – VA, Continuum of Care, and others as needed
3. Emergency contact and/or next-of-kin information
4. DD-214 or proof of request submission if not yet available
5. Signed and dated residential contract
6. Biopsychosocial assessment
7. Person-centered care plan and all monthly updates, signed and dated by the Veteran and case manager
8. Weekly individual case management/progress notes
9. Suicide safety plan for any Veterans designated as high suicide risk
10. Results of random urine drug screens and breathalyzers
11. Medication Administration Records with Veteran and staff signatures, and confirmation of medication checks conducted by staff at least weekly.
12. Budget plan and monthly progress
13. Any engagement plans created in response to rule violations or other program participation concerns
14. Any incident reports involving the Veteran

15. Logs of AA/NA meeting attendance, employment logs, and housing search logs as applicable
16. Notes of group sessions (may be kept separately for group records)
17. Documentation of all absences and approved passes away from the program
18. Copies of extension requests and approvals
19. Discharge summary and completed Residential Treatment Exit Form, once discharged.
20. A copy of Veteran's HMIS admission and discharge paperwork

ii. All notes are expected to be written professionally and in a format that utilizes the clear settings of goals and documents progress towards those goals (e.g. SNAP, SOAP, or SMART notes).

b) VA Liaison/COR will furnish the Contractor with a Residential Treatment Exit Form. This form is used to report specific data required for the documentation of the exit in the Homeless Operations and Management Evaluation System (HOMES). The completed form will be submitted to the VA Liaison/COR or designee within 2 business days of a Veteran discharge and will be stored in the Veteran case file.

c) Upon discharge or death of the Veteran, records on all VA beneficiaries will be retained by the facility for a period of at least three years following the termination of care.

d) Case records and data normally maintained and included in a medical record as a function of compliance with state or community licensing standards will be made available on a need to know basis to appropriate Department of Veterans Affairs staff members involved with the treatment program of the Veterans concerned. The Contractor shall make available to the VA, documentation and information deemed necessary by the VA to conduct utilization review audits, and ongoing inspections.

e) Veterans served through the VA contract program must have client level data entered into the local community Continuum of Care (CoC) Homeless Management Information System (HMIS). Data entered must include, at a minimum, the Universal Data Elements from the current HMIS Data Standards. A Release of Information for the CoC must be secured and maintained in the Veteran Individual Case Record. A copy of the HMIS admission and discharge paperwork should be filed in the Veterans clinical chart.

f) The Contractor shall maintain a daily census sign-in sheet to verify the Veteran's attendance in the program on a daily basis. The contractor shall be responsible for collecting Veteran participant signatures on a daily basis such that the census is updated in real time. All excused and unexcused absences shall be clearly documented on the sign-in sheet, including the reason for the excused absence. This information is to be provided to the VA Liaison/COR or designee upon request and as a part of the monthly billing process.

8. INCIDENT REPORTING

a) The Contractor is expected to maintain open and ongoing communication with the VA Liaison/COR or designee regarding concerns or issues related to Veterans, the facility, staffing, or contract management.

b) All critical incidents involving Veterans in the contract program must be reported to the VA within 24 hours. During normal business hours, the Contractor is expected to notify the VA Liaison/COR or designee via telephone as soon as possible. If the incident occurs after hours, the Contractor should notify the Salisbury VAHCS Health Administrative Specialist on Duty (HOD) via telephone. A written report, including any responses or follow-up actions in progress, will be sent to the VA Liaison/COR or designee via secure email within 2 business days. The Contractor shall maintain a copy of all critical incident reports in the involved Veteran's individual case record. Names of other Veteran or residents involved should be redacted.

i. Critical incidents include, but are not limited to:

1. falls or other injuries
2. assaults or threats – physical, sexual, verbal
3. fire
4. medical/psychiatric emergency or hospitalization
5. death
6. suicide or suicide attempt
7. overdose
8. suspicions of abuse or neglect
9. possession of weapons on the premises
10. infectious control concerns (communicable diseases, pest infestations, etc.)
11. damage to the facility or other incident causing the facility to be inoperable

c) If the facility is co-located within a community-based facility, then sentinel events affecting non-Veteran residents must also be reported using the parameters listed above. Some examples of sentinel events include serious injury, death, overdose, abuse, or serious damage to the facility.

d) The Contractor should maintain an internal incident reporting system/procedure to allow all staff and residents to make reports as needed. Such reports should be provided to the VA Liaison/COR when relevant.

9. FACILITY POLICY

a) The facility agrees and warrants that it does not maintain nor provide dual or segregated patient facilities, which are segregated on the basis of race, creed, color, or national origin. The facility may neither require such segregated use by written or oral policies nor tolerate such use by local custom. The term "facilities" shall include but not limited to rooms, wards, sections, eating areas, drinking fountains, entrances, etc.

b) The Contractor shall provide housing and supportive services in a manner that is free from religious discrimination.

c) The facility shall accommodate persons with service animals that are required because of a disability and that perform specific work or task for the Veteran. The facility shall have a policy and procedures in place to accommodate service animals in accordance with the ADA, including the responsibilities required by the handler and procedures for addressing concerns that arise regarding the animal's care and handling.

d) It is agreed that duly authorized representatives of the VA will provide follow-up supervision visits to Veterans placed to assure the continuity of care and to assist in the Veteran's transition

back into the community. It is understood that these visits do not substitute nor relieve the facility in any way of the responsibility for the daily care and treatment of the Veteran.

e) The Contractor shall not charge Veterans any fee for care to include acceptance of cash, food stamps, or other public assistance. No exchange of monies or bartering between the Contractor or facility staff and Veterans shall occur.

f) Staff behavior and interaction with Veterans should convey an attitude of genuine concern, respect and caring. Verbal, physical, emotional, financial or sexual abuse of patients shall not be tolerated and may result in immediate termination of contract.

g) The Contractor shall maintain disaster and emergency plans with written protocols that are posted to guide staff responses to crises including, but not limited to, manmade and natural disasters, episodes of infectious diseases, physical injuries, program participant suicide or suicide attempts, overdoses, and domestic or other violence. All of the Contractor's staff shall be trained on the emergency procedures and protocols. Plans should be reviewed at least annually and updated as needed.

i. The emergency plans should include a protocol for emergency displacement if the facility were to become inoperable.

ii. The emergency plans should include a protocol for isolation measures in the event of need for infectious disease containment.

h) The facility shall have an proactive, effective, and timely plan to address bed bug infestation, including ongoing prevention measures and timely treatment as needed.

i) The Contractor shall develop rules that are simple, consistent, and should focus on staff and resident safety. The rules shall be enforceable, relate to the living situation, and provide opportunities for engagement. Rules should be clearly communicated to Veterans at admission with reminders given as needed. When possible, infractions are to be used to engage Veterans, not simply as grounds for service termination or discharge.

j) The facility shall have adequate policies and procedures, which are enforced, to ensure that drugs, weapons, and other similar items are not permitted on the premises. The policy shall be communicated to Veterans upon admission and should include recommendations for safe storage offsite or proper disposal as needed. The facility shall coordinate with the VA Liaison/COR for the appropriateness of any items which are questionable.

k) Regular room checks shall occur, at least weekly, with a strong focus on maintaining a safe environment that promotes the well-being of all Veterans. The facility shall have a policy for room check procedures and other searches of personal property on the premises which is shared with Veterans at admission. Room checks shall ensure that rooms are free from excess clutter, hazards, or other items that violate facility or contract policy.

l) The facility shall have a policy and procedure in place for the storage and disposition of any Veteran belongings left behind after discharge. The policy must include storage of the belongings for at least 72 hours after discharge. The policy must be clearly communicated to Veterans in the program.

m) The Contractor is expected to have staff available to communicate with the VA for referrals, inquiries, and contract issues and to provide timely responses. Return calls to the VA from the program regarding inquiries and contract issues are expected within 1 business day and return emails are expected within 2 business days.

i. Aside from these routine means of communication, the Contractor must have a designated means of communication for more immediate response to referrals to ensure that same-day admission can be accommodated when necessary.

10. COMPLAINTS HANDLING

a) The facility must have an internal grievance process that Veterans can use to resolve conflicts within the program. The facility must have written policies and procedures for resolving grievances and complaints, including a statement regarding the client's right to request reasonable accommodation, and must post them in a place conspicuous and accessible to clients. In addition, each client shall receive a copy of the grievance policies and procedures, upon intake and upon receiving a warning or discharge notice. The Contractor shall educate its staff and Veterans on its grievance procedures as well as its clients rights.

b) The VA Liaison/COR shall monitor the services provided. The Contractor shall cooperate with the VA Liaison/COR in providing information and answering questions in a timely manner when requested. The Contractor shall notify the VA Liaison/COR or designee of all Veteran complaints within 24 hours. All complaints received directly by the VA Liaison/COR should be forwarded immediately to the Contractor. All complaints shall be investigated promptly. After investigation and disposition, the Contractor shall respond to the VA Liaison/COR or designee within five (5) business days with the results of the investigation and the proposed resolution or course of action. The CO shall be notified in instances where the proposed course of action or response does not appear sufficient to resolve the given complaint.

11. INSPECTION AND ACCEPTANCE

a) It is agreed that the VA will have the right to inspection of the Contractor facility and all appurtenances by VA Liaison/COR and appointed representative(s) designated by the VA.

b) Prior to the award of any contract and annually thereafter during any subsequent contracted performance periods, a multidisciplinary VA team consisting of a Licensed Mental Health Professional, dietitian or nutrition and food service professional, nursing or pharmacy staff, VA Police, and a Safety and Occupational Health Specialist; as well as any other subject matter experts determined necessary by the Medical Center Director, CO, COR, HCHV Coordinator, or VA Liaison; shall conduct a survey of the Contractor's facilities to be used to provide Veterans food, shelter, and its clinical services to ensure the Contractor provides an acceptable level of quality care in a safe environment. Additional inspections may also be carried out, announced or unannounced, at any other time as deemed necessary by VA.

i. By best practice, the annual re-inspections will be unannounced whenever possible.

ii. The multidisciplinary team will use forms and standards provided by the National VA Homeless Program Office for all Contract Residential Services programs for these

inspections. The inspection packet forms are subject to change throughout the life of the contract. A copy of the inspection packet requirements is available upon request.

iii. The Contractor will be advised of the findings of the inspection team, to include any recommendations and deficiencies. If deficiencies are noted during any inspection, the Contractor will be given a specified, reasonable amount of time to take corrective action and to notify the VA that the corrections have been made.

1. For the initial inspection, a contract will not be awarded until noted deficiencies have been resolved.

2. For subsequent inspections, any corrections that are not remedied within a reasonable amount of time will be referred to the CO for consideration of an official contract deficiency and any necessary resulting consequences.

c) The VA Liaison/COR shall monitor the Contractor's program and inspect the Contractor's facility to ensure compliance with this contract. The VA Liaison will make at least 4 unannounced site visits per year. These visits will include, at minimum:

i. A visual safety and sanitation inspection of the facility including meal preparation areas, fire exits, sleeping areas and medication storage. Any safety or sanitation deficiency must be addressed immediately.

ii. Review of the contract provider's emergency and disaster plans to ensure they are up to date, and that staff are trained in the procedures outlined in the plans.

iii. An audit of Veteran's clinical records selected randomly to ensure documentation of case management services and that other services are being provided as required by the contract terms.

iv. Review of any Veteran complaints to ensure that these have been resolved in a fair, impartial and consistent manner.

v. The results of the unannounced site visits are to be documented and shared with the COR and CO. The report and any issues that were found along with the resolution must be kept in the COR Administrative File for that program.

d) Feedback from current program participants regarding overall satisfaction with the Contract provider will be included in any inspection of the program and facility.

12. BILLING/INVOICING

a) The per diem rate established in this contract is inclusive of all services provided in this contract and will also include all services or supplies normally provided to other residents by the facility without extra charge.

b) The Contractor shall accept payment for services rendered under this contract as payment in full. Veteran participants in the contract program shall not under any circumstances be charged nor their insurance companies charged for services rendered by the Contractor.

c) Payment is authorized starting from the first day of the Veteran's admission and does not include the day of discharge. Payment for days absent from the facility will only be made according to the requirements listed above.

d) Invoices shall be submitted monthly, in arrears, and shall include at a minimum: Date of Invoice, Contract Number, Purchase Order Number, Vendor Name, Vendor Address, Invoice Number, & Date of Service. The daily census sign-in sheet shall be included with the invoice.

i. The Contractor shall submit the invoice and supporting documentation, including the daily census sign-in sheet, first to the VA Liaison/COR for approval by the 5th of the month immediately following the billing period in question.

ii. Once approved, the Contractor shall submit the invoice in electronic form via the VA e-Invoicing System (Tungsten Network) for payment. The electronic submission should be completed within 5 business days of invoice approval by the VA Liaison/COR.

13. QUALITY ASSURANCE SURVEILLANCE PLAN

a) The Government will utilize a quarterly Quality Assurance Surveillance Plan (QASP) to monitor the quality of the Contractor's performance. The oversight provided for in the order and in the QASP will help to ensure that service levels reach and maintain the required levels throughout the contract term. Further, the QASP provides the COR with a proactive way to avoid unacceptable or deficient performance and provides verifiable input for the required Past Performance Information Assessments. The QASP will be finalized immediately following award and a copy provided to the Contractor after award. The QASP is a living document and may be updated by the VA as necessary.

RECORDS MANAGEMENT CONTRACT LANGUAGE

Prior to termination or completion of this contract, contractor/subcontractor(s) must not destroy information received from the 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 the VA by a contractor/subcontractor(s) must be done in accordance with the 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 Sanitation*. 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.

SECTION C - CONTRACT CLAUSES

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.1 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/far-overhaul/far-part-deviation-guide/far-overhaul-part-52#FAR_52_252_2
<http://www.va.gov/oal/library/vaar/index.asp> (VAAR)

(End of Clause)

<u>FAR Number</u>	<u>Title</u>	<u>Date</u>
52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT ALTERNATE I (NOV 2021)	JUN 2020
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
52.209-9	UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS	OCT 2018
52.209-10	PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS	NOV 2015
52.219-6	NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE (DEVIATION)	NOV 2025
52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS (DEVIATION)	NOV 2025
52.222-35	EQUAL OPPORTUNITY FOR VETERANS (DEVIATION)	NOV 2025
52.222-36	EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES (DEVIATION)	NOV 2025
52.222-37	EMPLOYMENT REPORTS ON VETERANS (DEVIATION)	NOV 2025
52.222-40	NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT (DEVIATION)	NOV 2025
52.222-41	SERVICE CONTRACT LABOR STANDARDS (DEVIATION)	NOV 2025

52.222-43	FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT LABOR STANDARDS-PRICE ADJUSTMENT (MULTIPLE YEAR AND OPTION CONTRACTS) (DEVIATION)	NOV 2025
52.222-50	COMBATING TRAFFICKING IN PERSONS (DEVIATION)	NOV 2025
52.222-54	EMPLOYMENT ELIGIBILITY VERIFICATION (DEVIATION)	NOV 2025
52.222-55	MINIMUM WAGES FOR CONTRACTOR WORKERS UNDER EXECUTIVE ORDER 14026 (DEVIATION)	NOV 2025
52.222-62	PAID SICK LEAVE UNDER EXECUTIVE ORDER 13706 (DEVIATION)	NOV 2025
52.224-3	PRIVACY TRAINING	JAN 2017
52.226-8	ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING	MAY 2024
52.229-12	TAX ON CERTAIN FOREIGN PROCUREMENTS	FEB 2021
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
852.222-71	COMPLIANCE WITH EXECUTIVE ORDER 13899 (DEVIATION) (APR 2025)	APR 2025
852.232-72	ELECTRONIC SUBMISSION OF PAYMENT REQUESTS	NOV 2018
852.242-71	ADMINISTRATIVE CONTRACTING OFFICER	OCT 2020

C.2 52.216-18 ORDERING (AUG 2020)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from 01/01/2027 through 12/31/2031.

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

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

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

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

(3) If sent electronically, the Government either—

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

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

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

(End of Clause)

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

(a) *Minimum order.* When the Government requires supplies or services covered by this contract in an amount of less than 600,000.00, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

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

(1) Any order for a single item in excess of 640,000.00;

(2) Any order for a combination of items in excess of 600,000.00; or

(3) A series of orders from the same ordering office within 30 days that together call for quantities exceeding the limitation in paragraph (b)(1) or (2) of this section.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 30 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of Clause)

C.4 52.216-21 REQUIREMENTS (OCT 1995)

(a) This is a requirements contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies or services specified in the Schedule are estimates only and are not purchased by this contract. Except as this contract may otherwise provide, if the Government's requirements do not result in orders in the quantities described as "estimated" or "maximum" in the Schedule, that fact shall not constitute the basis for an equitable price adjustment.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. Subject to any limitations in the Order Limitations clause or elsewhere in this contract, the Contractor shall furnish to the Government all supplies or services specified in the Schedule and called for by orders issued in accordance with the Ordering clause. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(c) Except as this contract otherwise provides, the Government shall order from the Contractor all the supplies or services specified in the Schedule that are required to be purchased by the Government activity or activities specified in the Schedule.

(d) The Government is not required to purchase from the Contractor requirements in excess of any limit on total orders under this contract.

(e) If the Government urgently requires delivery of any quantity of an item before the earliest date that delivery may be specified under this contract, and if the Contractor will not accept an order providing for the accelerated delivery, the Government may acquire the urgently required goods or services from another source.

(f) Any order issued during the ordering period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's ordering period; provided, that the Contractor shall not be required to make any deliveries under this contract after 12/31/2031.

(End of Clause)

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

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

(End of Clause)

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

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

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

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

(End of Clause)

C.7 52.219-13 NOTICE OF SET-ASIDE OF ORDERS (MAR 2020)

(a) The Contracting Officer may set aside orders for the small business concerns identified in 19.000(a)(3).

(b) The Contracting Officer will give notice of the order or orders, if any, to be set aside for small business concerns identified in 19.000(a)(3) and the applicable small business program. This notice, and its restrictions, will apply only to the specific orders that have been set aside for any of the small business concerns identified in 19.000(a)(3).

(End of Clause)

C.8 52.219-14 LIMITATIONS ON SUBCONTRACTING (NOV 2025) (DEVIATION)

(a) This clause does not apply to the unrestricted portion of a partial set-aside.

(b) *Definition. Similarly situated entity*, as used in this clause, means a first-tier subcontractor, including an independent contractor, that—

(1) Has the same small business program status as that which qualified the prime contractor for the award (e.g., for a small business set-aside contract, any small business concern, without regard to its socioeconomic status); and

(2) Is considered small for the size standard under the North American Industry Classification System (NAICS) code the prime contractor assigned to the subcontract.

(c) *Applicability*. This clause applies only to—

(1) Contracts that have been set aside for any of the small business concerns identified in 19.000(a)(3);

(2) Part or parts of a multiple-award contract that have been set aside for any of the small business concerns identified in 19.000(a)(3);

(3) Contracts that have been awarded on a sole-source basis in accordance with sections 19.105, 19.106, 19.107, and 19.108;

(4) Orders expected to exceed the simplified acquisition threshold and that are set aside for small business concerns under multiple-award contracts, as described in 8.4 and 16.5;

(5) Orders, regardless of dollar value, that are set aside in accordance with sections 19.105, 19.106, 19.107, and 19.108 under multiple-award contracts, as described in 8.4 and 16.5; and

(6) Contracts using the HUBZone price evaluation preference to award to a HUBZone small business concern unless the concern waived the evaluation preference.

(d) *Independent contractors*. An independent contractor shall be considered a subcontractor.

(e) By submission of an offer and execution of a contract, the Contractor agrees that in performance of a contract assigned a North American Industry Classification System (NAICS) code for—

(1) Services (except construction), it will not pay more than 50 percent of the amount paid by the Government for contract performance to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count towards the prime contractor's 50 percent subcontract amount that cannot be exceeded. When a contract includes both services and supplies, the 50 percent limitation shall apply only to the service portion of the contract;

(2) Supplies (other than procurement from a nonmanufacturer of such supplies), it will not pay more than 50 percent of the amount paid by the Government for contract performance, excluding the cost of materials, to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count towards the prime contractor's 50 percent subcontract amount that cannot be exceeded. When a contract includes both supplies and services, the 50 percent limitation shall apply only to the supply portion of the contract;

(3) General construction, it will not pay more than 85 percent of the amount paid by the Government for contract performance, excluding the cost of materials, to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count towards the prime contractor's 85 percent subcontract amount that cannot be exceeded; or

(4) Construction by special trade contractors, it will not pay more than 75 percent of the amount paid by the Government for contract performance, excluding the cost of materials, to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count towards the prime contractor's 75 percent subcontract amount that cannot be exceeded.

(f) The Contractor shall comply with the limitations on subcontracting as follows:

(1) For contracts, in accordance with paragraphs (c)(1), (2), (3) and (6) of this clause—

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

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

(2) For orders, in accordance with paragraphs (c)(4) and (5) of this clause, by the end of the performance period for the order.

(g) A joint venture agrees that, in the performance of the contract, the applicable percentage specified in paragraph (e) of this clause will be performed by the aggregate of the joint venture participants.

(1) In a joint venture comprised of a small business protégé and its mentor approved by the Small Business Administration, the small business protégé shall perform at least 40 percent of the work performed by the joint venture. Work performed by the small business protégé in the joint venture must be more than administrative functions.

(2) In an 8(a) joint venture, the 8(a) participant(s) shall perform at least 40 percent of the work performed by the joint venture. Work performed by the 8(a) participants in the joint venture must be more than administrative functions.

(End of Clause)

C.9 52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 2014)

In compliance with the Service Contract Labor Standards statute and the regulations of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C.5341 or 5332.

This Statement is for Information Only:

It is not a Wage Determination

Employee Class	Monetary Wage-Fringe Benefits
Program Manager/Facility Admini	GS-12
Case Manager / Social Services S	GS-9
Registered Nurse (RN)	GS-9 Nurse
Driver	WG-6 Motor Vehicle Operater
Custodian / Housekeeping Aide	WG-2

(End of Clause)

C.10 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.11 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 Provision)

C.12 52.240-92 SECURITY REQUIREMENTS (DEVIATION) (NOV 2025)

(a) This clause applies to the extent that this contract involves access to information classified Confidential, Secret, or Top Secret.

(b) The Contractor shall comply with—

(1) The Security Agreement (DD Form 441), including the National Industrial Security Program Operating Manual (32 CFR part 117); and

(2) Any revisions to that manual, notice of which has been furnished to the Contractor.

(c) If, after the date of this contract, the security classification or security requirements under this contract are changed by the Government and if the changes cause an increase or decrease in security costs or otherwise affect any other term or condition of this contract, the contract must be subject to an equitable adjustment as if the changes were directed under the Changes clause of this contract

(d) The Contractor agrees to insert terms that conform substantially to the language of this clause, including this paragraph (d) but excluding any reference to the Changes clause of this contract, in all subcontracts under this contract that involve access to classified information.

(e) A subcontractor requiring access to classified information under a contract shall be identified with a CAGE code on the DD Form 254. The Contractor shall require a subcontractor requiring access to classified information to provide its CAGE code with its name and location address or otherwise include it prominently in the proposal. Each location of subcontractor performance listed on the DD Form 254 is required to reflect a corresponding unique CAGE code for each listed location unless the work is being performed at a Government facility, in which case the agency location code shall be used. The CAGE code must be for that name and location address. Insert the word "CAGE" before the number. The CAGE code is required prior to award. The contractor shall ensure that subcontractors maintain their CAGE code(s) throughout the life of the contract.

(End of Provision)

C.13 52.240-93 BASIC SAFEGUARDING OF COVERED CONTRACTOR INFORMATION SYSTEMS (DEVIATION) (NOV 2025)

(a) Definitions. As used in this clause—

Covered contractor information system means an information system that is owned or operated by a contractor that processes, stores, or transmits Federal contract information.

Federal contract information—

(1) Means information, not intended for public release, that is provided by or generated for the Government under a contract to develop or deliver a product or service to the Government; but

(2) Does not include information provided by the Government to the public (such as on public websites) or simple transactional information (such as information necessary to process payments).

Information means any communication or representation of knowledge such as facts, data, or opinions, in any medium or form, including textual, numerical, graphic, cartographic, narrative, or audiovisual (Committee on National Security Systems Instruction (CNSSI) 4009).

Information system means a discrete set of information resources organized for the collection, processing, maintenance, use, sharing, dissemination, or disposition of information (44 U.S.C. 3502).

Safeguarding means measures or controls that are prescribed to protect information systems.

(b) Safeguarding requirements.

(1) Basic requirements. The Contractor shall safeguard its covered contractor information systems by implementing, at minimum, the following security controls:

(i) Limit information system access to authorized users, processes acting on behalf of authorized users, or devices (including other information systems).

(ii) Limit information system access to the types of transactions and functions that authorized users are permitted to execute.

(iii) Verify and control/limit connections to and use of external information systems.

(iv) Control information posted or processed on publicly accessible information systems.

(v) Identify information system users, processes acting on behalf of users, or devices.

(vi) Authenticate (or verify) the identities of those users, processes, or devices, as a prerequisite to allowing access to organizational information systems.

(vii) Sanitize or destroy information system media containing Federal Contract Information before disposal or release for reuse.

(viii) Limit physical access to organizational information systems, equipment, and the respective operating environments to authorized individuals.

(ix) Escort visitors and monitor visitor activity; maintain audit logs of physical access; and control and manage physical access devices.

(x) Monitor, control, and protect organizational communications (i.e., information transmitted or received by organizational information systems) at the external boundaries and key internal boundaries of the information systems.

(xi) Implement subnetworks for publicly accessible system components that are physically or logically separated from internal networks.

(xii) Identify, report, and correct information and information system flaws in a timely manner.

(xiii) Provide protection from malicious code at appropriate locations within organizational information systems.

(xiv) Update malicious code protection mechanisms when new releases are available.

(xv) Perform periodic scans of the information system and real-time scans of files from external sources as files are downloaded, opened, or executed.

(2) Other requirements. This clause does not relieve the Contractor of any other specific safeguarding requirements specified by Federal departments and agencies relating to covered contractor information systems generally or other Federal safeguarding requirements for controlled unclassified information (CUI) as established by Executive Order 13556.

(c) Subcontracts. The Contractor shall include the substance of this clause, including this paragraph (c), in subcontracts under this contract (including subcontracts for the acquisition of commercial products, other than commercially available off-the-shelf items, or commercial services), in which the subcontractor may have Federal contract information residing in or transiting through its information system.

(End of Provision)

C.14 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 [] 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 [] 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)

(End of Addendum to 52.212-4)

SECTION D - CONTRACT DOCUMENTS, EXHIBITS, OR ATTACHMENTS

See attached document: Attachment A - VA SECURITY LANGUAGE.

See attached document: Attachment B - WD - Forsyth - 2015-4399 Rev. 32.

See attached document: Attachment C - WD - Mecklenburg - 2015-4423 Rev. 35.

See attached document: Attachment D - WD - Rowan - 2015-4423 Rev. 35.

See attached document: Attachment E - QASP.

SECTION E - SOLICITATION PROVISIONS

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:

1. INSTRUCTIONS FOR QUOTE SUBMISSION:

a. The quote shall be assembled as follows:

i. **Section 1** - Offer Form (Standard Form 1449) – original signature and date; Contract Administration Data; DUNS Number; Acknowledgement of Solicitation Amendments

ii. **Section 2.** - Pricing shall be submitted as requested on the **Price Cost Schedule** comprised within the SF1449 solicitation document only. No price/cost information should be included in the technical capabilities document.

iii. **Section 3** - Technical Capabilities: Submit technical capabilities in a format which clearly addresses the solicitation. Each response shall address each factor in the sequence listed below and clearly identify which factor is being addressed. The offeror must identify any subcontractors proposed under this solicitation. All technical elements applicable to the utilization of subcontractors must be addressed in the technical capabilities and detail provided.

iv. The Technical Volume shall not exceed twenty-five (25) pages in length (minimum 12-point font). Page limitation includes any drawings, charts, etc., and excludes section dividers, table of contents, list of figures/tables, glossary of terms and cross-referencing indices and resumes (all of which are not considered content pages).

v. **Section 4** - Past Performance: Identify **three (3)** federal, state, and local government contracts as well as any private/commercial contracts of similar scope, size, complexity that are ongoing or have been completed within the last three years (performance not expiring prior to February 1, 2020). 1. List the following information for each contract:

2. Company Name and address

3. Description of services performed

4. Name, telephone number and e-mail address of responsible individuals who have first-hand knowledge of performance relative to the same type of services

5. Dates of contract performance

6. Contract type (e.g. fixed price, cost reimbursable) and total contract value.

vi. Failure to submit a complete Quote may result in the Quote being deemed technically unacceptable.

b. **NOTE:** System for Award Management (SAM): Federal Acquisition Regulations require that federal contractors register in the SAM database at <http://www.sam.gov> and enter all mandatory information into the system. Award cannot be made until the contractor has an active registration. Offerors shall ensure that they are registered in SAM prior to submitting their proposal.

2. AWARD BASIS FOR EVALUATION METHOD

- a. This solicitation is following FAR Part 12 procedures. The Government may award multiple contracts resulting from this solicitation. The Government will award a firm fixed priced Indefinite Delivery Indefinite Quantity (IDIQ) contract to the offeror(s) responsible whose quote, conforming to the requirements in the solicitation, will be most advantageous to the Government, price and other factors considered. Best Value will be used to make award based on the following factors: Technical Capability, Initial Facility Inspection, Past Performance, and Price. Award may be made to offeror(s) other than the lowest priced offeror.
- b. Nonprice factors will be rated on the basis of Acceptable and Unacceptable. Failure to meet any of the requirements may result in an unacceptable rating and may eliminate the offeror from further consideration for contract award. Price will not receive an adjectival rating.
- c. The following factors shall be used to evaluate quotes:

Factor I – Technical Capability: Each offeror's technical proposal will be evaluated to determine if the offeror provides a sound, compliant approach that meets the requirements of this solicitation. The technical proposal shall include the following specifications:

1. Technical Capability/Management Approach- Offeror shall submit the company's detailed technical approach/methodology for completing all requirements of the Performance Work Statement (PWS). The technical approach/methodology shall include, but is not limited to, the following: the offeror's ability to provide the full range of services as outlined in the PWS including therapeutic and case management services, acceptable room and board, appropriate hygiene and laundry facilities, and the ability to serve Veterans with medically enhanced needs that may not be suitable for typical emergency housing programs.
2. Staffing Plan/Personnel Qualifications – Offeror shall describe the firm's organizational structure, management practices, and number of personnel employed on a regular basis. Identify qualifications of personnel utilized by the firm to achieve its overall mission, including education, training, certifications/licensure, and best practice modalities. Provide an organizational chart delineating organizational relationships, lines of authority, and responsibility as well as span of control. The offeror shall also identify the number of staff to

carry out the administrative and clinical needs of the program. The offeror shall describe the type of regular training provided to staff members of the proposed program to meet the training requirements outlined in the PWS.

3. Location – The offeror shall provide the address where the facility is located. The contract facility must be located within the Salisbury VAHCS catchment area and within a 50-mile radius of the Salisbury VA Medical Center and/or a 25-mile radius of the Community Based Outpatient Clinic (CBOC) and/or Health Care Centers (HCC).
4. Occupancy Permit/License – The contract facility must have a current occupancy permit issued by the authority having jurisdiction. If applicable to the type of facility, it must also have a current license issued by the authority having jurisdiction.

Offerors who receive an unacceptable rating for Factor I - Technical Capability will be removed from further consideration.

Factor II – Initial Facility Inspection: Prior to the award of any contract, a multidisciplinary VA team shall conduct an inspection of the offeror's facilities for any offerors that have received at least an acceptable Technical Capability rating. The multidisciplinary team will consist of a Licensed Mental Health Professional, dietitian or nutrition and food service professional, nursing or pharmacy staff, VA Police, and a Safety and Occupational Health Specialist, as well as any other subject matter experts determined necessary by the VA to ensure that the offeror is equipped to provide food, shelter, and clinical services to Veterans at an acceptable level of quality in a safe environment. The site visit will be scheduled by the VA Evaluation Team and will be conducted in accordance with the forms and standards provided by the National VA Homeless Program Office for all Contract Residential Services programs.

Facilities who receive an unacceptable rating due to unsuitable conditions will be removed from further consideration.

Factor III – Past Performance: Past performance information will be utilized to determine the quality of the contractor's past performance as it relates to the probability of success of the required effort. The Government will evaluate customer satisfaction, responsiveness to customer needs, and past demonstration of meeting delivery schedules and the delivery of quality services. Emphasis will be on recent, relevant past performance. Recent is defined as work performed within the last three years. Relevant is defined as work similar in size and scope of the work described in the PWS.

Factor IV – Price: Past performance will be considered in conjunction with price as the Salisbury VAHCS will seek a "best value" solution when evaluating anticipated offers. Past performance will supersede price in direct comparison, but price will be included as a strong factor if past performance is equal among multiple offerors. In evaluating the offeror's proposed price for this service, the government concern includes determining price reasonableness.

TECHNICAL QUESTIONS

Offerors shall submit all technical questions regarding this solicitation to the Contracting Officer in writing via email on or before **12:00PM Eastern Time, Friday October 16, 2026**. No questions will be accepted after that date. Questions shall be submitted in writing via e-mail to kamilah.nye@va.gov with the subject line "Medical Respite Transitional Housing Questions".

Telephonic (verbal) questions will not be addressed. All responses to questions, which may affect offers, will be incorporated via a solicitation amendment to the Request for Quotes solicitation.

AMENDMENTS

Amendments to this solicitation will be posted on SAM.gov Contract Opportunities. Paper copies of the amendments will NOT be individually mailed. Potential Offerors are advised that they are responsible for obtaining and acknowledging any amendments to the solicitation. Failure to acknowledge an amendment may result in your offer being rated unacceptable.

QUOTE DUE DATE

All Quotes shall be received on or before **Tuesday, October 27, 2026, at 13:00 PM EST** (date and time specified in Block 8 of the SF 1449). Offerors are responsible for ensuring that their offers have been received. **Note:** Offers received after the due date and time **shall not** be considered. All offerors shall submit their quotes electronically via email to Kamilah Nye at kamilah.nye@va.gov.

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

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

https://www.acquisition.gov/far-overhaul/far-part-deviation-guide/far-overhaul-part-52#FAR_52_252_2

<http://www.va.gov/oal/library/vaar/index.asp> (VAAR)

(End of Provision)

<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
852.233-70	PROTEST CONTENT/ALTERNATIVE DISPUTE RESOLUTION	OCT 2018

E.2 52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS (OCT 2018)

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

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

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

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

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

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

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

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

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

(i) In a criminal proceeding, a conviction.

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

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

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

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

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

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

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

(End of Provision)

E.3 52.216-1 TYPE OF CONTRACT (NOV 2025) (DEVIATION)

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

(End of Provision)

E.4 52.233-2 SERVICE OF PROTEST (SEP 2006)

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

Hand-Carried Address:

Department of Veterans Affairs

Contracting Office
Network Contracting Office 6
100 Emancipation Drive
Hampton VA 23667
Mailing Address:

Department of Veterans Affairs

Contracting Office
Network Contracting Office 6
100 Emancipation Drive
Hampton VA 23667

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

(End of Provision)

E.5 52.240-90 SECURITY PROHIBITIONS AND EXCLUSIONS REPRESENTATIONS AND CERTIFICATIONS (NOV 2025) (DEVIATION)

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

Backhaul, covered article, covered telecommunications equipment or services, critical technology, FASCSA order, Intelligence community, interconnection arrangements, national security system, roaming, sensitive compartmented information, sensitive compartmented information system, source, and substantial or essential component have the meanings provided in the clause 52.240-91, Security Prohibitions and Exclusions.

Business operations means engaging in commerce in any form, including by acquiring, developing, maintaining, owning, selling, possessing, leasing, or operating equipment, facilities, personnel, products, services, personal property, real property, or any other apparatus of business or commerce.

Marginalized populations of Sudan means—

(1) Adversely affected groups in regions authorized to receive assistance under section 8(c) of the Darfur Peace and Accountability Act (Pub. L. 109-344) (50 U.S.C. 1701 note); and

(2) Marginalized areas in Northern Sudan described in section 4(9) of such Act.

Restricted business operations means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person (as that term is defined in Section 2 of the Sudan Accountability and Divestment Act of 2007) conducting the business can demonstrate—

- (1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;
- (2) Are conducted under specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;
- (3) Consist of providing goods or services to marginalized populations of Sudan;
- (4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;
- (5) Consist of providing goods or services that are used only to promote health or education; or
- (6) Have been voluntarily suspended.

Sensitive technology—

(1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically—

- (i) To restrict the free flow of unbiased information in Iran; or
- (ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and

(2) Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit pursuant to section 203(b)(3) of the International Emergency Economic Powers Act (50 U.S.C. 1702(b)(3)).

(b) *Procedures.*

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

(2) *FASCSA Orders.*

(i) The Offeror shall search in SAM for the phrase “FASCSA order” for any covered article, or any products or services produced or provided by a source, if there is an applicable FASCSA order described in paragraph (e) of FAR 52.240-91, Security Prohibitions and Exclusions.

(ii) The Offeror shall review the solicitation for any FASCSA orders that are not in SAM but are effective and apply to the solicitation and resultant contract (see FAR 40.204-1(c)(2)).

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

(c) *Covered telecommunications equipment or services representations.* By submission of its offer, the Offeror represents that, after conducting a reasonable inquiry (that looks at any information in the Offeror's possession but does not need to include an internal or third-party audit)—

(1) It will not provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract or other contractual instrument resulting from this solicitation, except as waived by the solicitation, or as disclosed in paragraph (g); and

(2) It does not use covered telecommunications equipment or services, or use any equipment, system, or service that uses covered telecommunications equipment or services, except as waived by the solicitation, or as disclosed in paragraph (g).

(d) *FASCSA Representation.* By submission of this offer, the offeror represents that it has conducted a reasonable inquiry, and that the offeror does not propose to provide or use in response to this solicitation any covered article, or any products or services produced or provided by a source, if the covered article or the source is prohibited by an applicable FASCSA order in effect on the date the solicitation was issued, except as waived by the solicitation, or as disclosed in paragraph (g). A reasonable inquiry will look at any information in the offeror's possession but does not need to include an internal or third-party audit.

(e) *Sudan certification.* By submission of its offer, the offeror certifies, after conducting a reasonable inquiry (that looks at any information in the offeror's possession but does not need to include an internal or third-party audit), that the offeror does not conduct any restricted business operations in Sudan.

(f) *Iran Representation and Certifications.*

(1) Except as provided in paragraph (f)(2) of this provision or if a waiver has been granted in accordance with FAR 40.203-3, the offeror, after conducting a reasonable inquiry (that looks at any information in the offeror's possession but does not need to include an internal or third-party audit), by submission of its offer—

(i) Represents, to the best of its knowledge and belief, that the offeror does not export any sensitive technology to the government of Iran or any entities or individuals owned or controlled by, or acting on behalf or at the direction of, the government of Iran;

(ii) Certifies that the offeror, or any person (as defined at section 15 of the Iran Sanctions Act of 1996, Pub. L. 104-172, 50 U.S.C. 1701 note) owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Act. These sanctioned activities are in the areas of development of the petroleum resources of Iran, production of refined petroleum products in Iran, sale and provision of refined petroleum products to Iran, and contributing to Iran's ability to acquire or develop certain weapons or technologies; and

(iii) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds \$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 pursuant to the International Emergency Economic Powers Act (50 U.S.C. 1701 et seq.) (see OFAC's Specially Designated Nationals and Blocked Persons List at <https://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx>)

(2) Exception for trade agreements. The representation and certification requirements of paragraph (f)(1) of this provision do not apply if—

(i) This solicitation includes a trade agreements notice or certification (e.g., 52.225-6, Trade Agreements Certificate); and

(ii) The offeror has certified that all the offered products to be supplied are designated country end products or designated country construction material.

(iii) The offeror shall email questions concerning sensitive technology to the Department of State at CISADA106@state.gov.

(g) *Disclosure.*

(1) If the Offeror is not able to represent compliance with the prohibitions in paragraphs (c) or (d), then the Offeror shall disclose within 72 hours to the contracting office identified in paragraph (g)(2) the following information for each product or service not compliant:

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

(ii) Identification of whether this disclosure relates to paragraph (c) on covered telecommunication equipment or services, or to paragraph (d) on FASCSA orders;

(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 offeror would like the Government to consider a waiver);

(vii) Whether alternative products or services are available that would be compliant 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 undertaken or recommended.

(2) If a disclosure is required to be submitted to a contracting office, the offeror shall submit the disclosure as follows:

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

(ii) For all other contracting offices, the Offeror shall submit the disclosure to the Contracting Officer.

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

(h) *Executive agency review of disclosures.* The Contracting Officer will review disclosures provided in paragraph (g) to determine if any applicable waiver may be sought. The Contracting Officer may choose not to pursue a waiver and may instead make an award to an Offeror that does not require a waiver.

(End of Provision)

E.6 VAAR 852.233-71 ALTERNATE PROTEST PROCEDURE (OCT 2018)

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

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

(End of Provision)

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

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

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

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

(End of Addendum to 52.212-1)