

**SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS  
OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30**

1. REQUISITION NO. \_\_\_\_\_ PAGE 1 OF 140

2. CONTRACT NO. \_\_\_\_\_ 3. AWARD/EFFECTIVE DATE \_\_\_\_\_ 4. ORDER NO. \_\_\_\_\_  
5. SOLICITATION NUMBER VA245-14-R-0217 6. SOLICITATION ISSUE DATE 01/26/2015

7. FOR SOLICITATION INFORMATION CALL: a. NAME Christine Hernandez b. TELEPHONE NO. (No Collect Calls) 410-642-2411 ext. 5241 8. OFFER DUE DATE/LOCAL TIME 2/18/2015 2:00 PM EST

9. ISSUED BY CODE \_\_\_\_\_ Department of Veterans Affairs  
VA Maryland Health Care System  
Contracting Officer (90C)  
P.O. Box 1000, Bldg. 101, Room 27  
Perry Point MD 21902  
10. THIS ACQUISITION IS  UNRESTRICTED OR  SET ASIDE: 100 % FOR:  
 SMALL BUSINESS  WOMEN-OWNED SMALL BUSINESS  
 HUBZONE SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED  
 SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS  EDWOSB SMALL BUSINESS PROGRAM NAICS: 532291  
 8(A) SIZE STANDARD: \$32.5 Million

11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED  SEE SCHEDULE  
12. DISCOUNT TERMS \_\_\_\_\_  
13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)   
13b. RATING N/A  
14. METHOD OF SOLICITATION  RFQ  IFB  RFP

15. DELIVER TO CODE \_\_\_\_\_ Department of Veterans Affairs  
BENEFICIARY AS NOTED ON THE ORDER  
ISSUED  
16. ADMINISTERED BY CODE \_\_\_\_\_ Department of Veterans Affairs  
VA Maryland Health Care System  
Contracting Officer (90C)  
P.O. Box 1000, Bldg. 101, Room 27  
Perry Point MD 21902

17a. CONTRACTOR/OFFEROR CODE \_\_\_\_\_ FACILITY CODE \_\_\_\_\_  
18a. PAYMENT WILL BE MADE BY CODE \_\_\_\_\_  
WILL BE PAID BY CREDIT CARD  
TELEPHONE NO. \_\_\_\_\_ DUNS: \_\_\_\_\_ DUNS+4: \_\_\_\_\_ PHONE: \_\_\_\_\_ FAX: \_\_\_\_\_

17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER  
 18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED  SEE ADDENDUM

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	*****SEE SCHEDULE *****  HOME OXYGEN SERVICES FOR BALTIMORE AND PERRY POINT VA MEDICAL CENTERS  BASE YEAR 04/01/2015 - 03/31/2016 OPTION YEAR ONE 04/01/2016 - 03/31/2017 OPTION YEAR TWO 04/01/2017 - 03/31/2018 OPTION YEAR THREE 04/01/2018 - 03/31/2019 OPTION YEAR FOUR 04/01/2019 - 03/31/2020  (Use Reverse and/or Attach Additional Sheets as Necessary)				

25. ACCOUNTING AND APPROPRIATION DATA \_\_\_\_\_ 26. TOTAL AWARD AMOUNT (For Govt. Use Only) \$0.00

27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA  ARE  ARE NOT ATTACHED.  
 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA  ARE  ARE NOT ATTACHED

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

30a. SIGNATURE OF OFFEROR/CONTRACTOR \_\_\_\_\_ 31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)  
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT) 30c. DATE SIGNED 31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) CHRISTINE HERNANDEZ CONTRACTING OFFICER 31c. DATE SIGNED

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**SECTION B - CONTINUATION OF SF 1449 BLOCKS**

**B.1 CONTRACT ADMINISTRATION DATA**

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

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

a. CONTRACTOR:

b. GOVERNMENT: Contracting Officer 00512 Christine Hernandez  
 Department of Veterans Affairs  
 VA Maryland Health Care System  
 Contracting Officer (90C)  
 P.O. Box 1000, Bldg. 101, Room 27  
 Perry Point MD 21902

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

52.232-34, Payment by Electronic Funds Transfer—Other Than System For Award Management, or

52.232-36, Payment by Third Party

3. INVOICES: Invoices shall be submitted in arrears:

a. Quarterly

b. Semi-Annually

c. Other  WILL BE PAID BY CREDIT CARD

4. GOVERNMENT INVOICE ADDRESS: All Invoices from the contractor shall be sent to:

Veterans Affairs Medical Center (512)  
 Chief, Prosthetic Treatment Center  
 10 North Greene Street  
 Baltimore, MD 21201

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

AMENDMENT NO	DATE

**The Government anticipates awarding a single award Indefinite Delivery Indefinite Quantity (IDIQ) type contract. The Base Year and Option Years shall be funded by Firm Fixed Price delivery orders under the subject contract. The contract Term shall be for a base year, from the date of award through one calendar year, with four (4) one-year options for renewal. The option periods shall be subject to the availability of funds and exercised at Government Discretion.**

**\*\*\*\*\*OFFERORS MUST INCLUDE A PRICE FOR ALL ITEMS. AWARD WILL BE MADE IN ACCORDANCE WITH 52.212-2 EVALUATION-COMMERCIAL ITEMS. AWARD WILL BE MADE ON THE BASE YEAR AND ALL OPTIONS YEARS "ALL OR NOTHING BASIS". SEE 52.217-4 EVALUATION OF OPTIONS EXERCISED AT TIME OF CONTRACT AWARD. FAILURE TO SUBMIT A PRICE FOR ALL ITEMS SHALL BE CAUSE FOR REJECTION OF OFFER\*\*\*\*\***

## B.2 PRICE/COST SCHEDULE

The guaranteed minimum contract amount, including the base year and any option years exercised, is \$5,000.00 and the maximum contract amount, including the base year and any option years exercised, shall not exceed \$15,500,000.00.

### BASE YEAR: 04/01/2015 – 03/31/2016

ITEM	DESCRIPTION	EST QTY	UNIT	UNIT PRICE	AMOUNT
00001	(a) Rental concentrator with backup system consisting of compressed gas source, regulator, stand, (nasal cannula or mask and humidifier when specified). Concentrator will have flow rate capacity up to 5LPM. 675 each per month	625	MO	_____	_____
	(b) Rental concentrator with backup system consisting of compressed gas source, regulator, stand, (nasal cannula or mask and humidifier when specified). Concentrator must have flow rate capacity up to 10 LPM. 25 each per month	25	MO	_____	_____
00002	Cylinder, size M or H set-up consisting of regulator, flow meter, safety stand, humidifier and disposable supplies as primary ) 50 per month	50	EA	_____	_____
00003	Cylinder, size M or H refill /Primary) 50 each per year	50	EA	_____	_____
00004	Portable system for new set ups consists of "E", "D", or "B" (M6) size aluminum (or equivalent eight metal) cylinder with regulator, flow meter, handcart, pouch and disposable supplies. 250 each per month	250	EA	_____	_____
00005	Cylinder, size "E" refill for #00004 above. Aluminum (or metal of equivalent weight) tanks required.	1800	EA	_____	_____
00006	Cylinder, size "D" refill for #00004 above. Aluminum (or metal of equivalent weight) tanks required.	3600	EA	_____	_____
00007	Cylinder, size "B" (M6) refill for #00004 above. Aluminum (or metal of equivalent weight) tanks required.	43,000	EA	_____	_____
00008	Demand Nasal Cannula (e.g. Oximyzer) Reservoir or pendant/equivalent. VA111	5	EA	_____	_____

00009	Rental demand Pulse Conserver Device; no less than a 5:1 ratio or 60 ML/pulse. 800 each per month	800	EA	_____	_____
00010	Rental "E" cylinders (aluminum, each) complete portable system (e.g. tank, regulator, etc) for each Medical Center for availability to issue home oxygen beneficiaries who deplete their portable units during appointments or to send home with new start-up (e.g. discharged from inpatient). 5 Each per month	5	EA	_____	_____
00011	Rental liquid oxygen system (90 –100 lbs) with stationary reservoir per beneficiary 40 each per month	40	EA	_____	_____
00012	Rental portable liquid oxygen system per beneficiary. 80 each per month	80	EA	_____	_____
00013	Liquid oxygen per pound for item #00012	52,000	EA	_____	_____
00014	Delivery for re-supply and/or relocation of equipment due to change in beneficiary's residence.	5	EA	_____	_____
00015	Delivery, set-up and PT instruction for VA owned Electric Air Compressor	50	EA	_____	_____
00016	Pulse Oximetry (Not part of routine assessment) Yearly	50	EA	_____	_____
00017	Overnight Pulse Oximetry Yearly	150	EA	_____	_____
00018	Follow-up visit (after initial set-up). This is done by a RRT or CRTT for patient evaluation and instruction. The # of pts is 700 so there could be 2800 quarterly visits a year	2800	EA	_____	_____
00019	Auto CPAP Titrations/Yearly	300	EA	_____	_____
00020	BiPAP Titrations/yearly	75	EA	_____	_____
00021	Delivery, set-up and PT instruction for VA owned Suction machines	75	EA	_____	_____
00022	Delivery, set-up and PT instruction for VA owned Nebulizers/yearly	230	EA	_____	_____
00023	Administrative reimbursement for renewal, resupply of current PTS and PTS transferring to the Baltimore VA from an outside source	1000	EA	_____	_____

00024	Ventilators: includes a primary and a backup vent (if necessary), disposables, necessary battery backup, initial PT & family education and monthly assessments by a Credentialed Respiratory Therapist. Offeror shall Insert a monthly Rate.	12	MO	_____	_____
00025	Delivery and set-up of VA owned CPAP machines / yearly	75	EA	_____	_____
00026	Delivery and set-up of VA owned BiPAP machines/yearly	75	EA	_____	_____
00027	Battery operated portable concentrator for traveling PTS. This requires the approval of the Home O2 Coordinator(s). Offeror shall insert a weekly Rate.	52	WK	_____	_____
00028	Battery operated portable concentrator for PTS with special needs as determined by the Home O2 Coordinator(s). Offeror shall insert a monthly rate.	12	MO	_____	_____
00029	Concentrator with Home Fill capabilities for PTS with special needs as determined by the Home O2 Coordinator(s). Offeror shall insert a monthly rate.	12	MO	_____	_____

**TOTAL BASE YEAR**

\_\_\_\_\_

**OPTION YEAR ONE: 04/01/2016 – 03/31/2017**

ITEM	DESCRIPTION	EST QTY	UNIT	UNIT PRICE	AMOUNT
10001	(a) Rental concentrator with backup system consisting of compressed gas source, regulator, stand, (nasal cannula or mask and humidifier when specified). Concentrator will have flow rate capacity up to 5LPM. 675 each per month	625	MO	_____	_____
	(b) Rental concentrator with backup system consisting of compressed gas source, regulator, stand, (nasal cannula or mask and humidifier when specified). Concentrator must have flow rate capacity up to 10 LPM. 25 each per month	25	MO	_____	_____
10002	Cylinder, size M or H set-up consisting of regulator, flow meter, safety stand, humidifier and disposable supplies as primary) 50 per month	50	EA	_____	_____

10003	Cylinder, size M or H refill /Primary) 50 each per year	50	EA	_____	_____
10004	Portable system for new set ups consists of “E”, “D”, or “B” (M6) size aluminum (or equivalent eight metal) cylinder with regulator, flow meter, handcart, pouch and disposable supplies. 250 each per month	250	EA	_____	_____
10005	Cylinder, size “E” refill for #00004 above. Aluminum (or metal of equivalent weight) tanks required.	1800	EA	_____	_____
10006	Cylinder, size “D” refill for #00004 above. Aluminum (or metal of equivalent weight) tanks required.	3600	EA	_____	_____
10007	Cylinder, size “B” (M6) refill for #00004 above. Aluminum (or metal of equivalent weight) tanks required.	43,000	EA	_____	_____
10008	Demand Nasal Cannula (e.g. Oximyzer) Reservoir or pendant/equivalent. VA111	5	EA	_____	_____
10009	Rental demand Pulse Conserver Device; no less than a 5:1 ratio or 60 ML/pulse. 800 each per month	800	EA	_____	_____
10010	Rental “E” cylinders (aluminum, each) complete portable system (e.g. tank, regulator, etc) for each Medical Center for availability to issue home oxygen beneficiaries who deplete their portable units during appointments or to send home with new start-up (e.g. discharged from inpatient). 5 Each per month	5	EA	_____	_____
10011	Rental liquid oxygen system (90 –100 lbs) with stationary reservoir per beneficiary 40 each per month	40	EA	_____	_____
10012	Rental portable liquid oxygen system per beneficiary. 80 each per month	80	EA	_____	_____
10013	Liquid oxygen per pound for item #00012	52,000	EA	_____	_____
10014	Delivery for re-supply and/or relocation of equipment due to change in beneficiary’s residence.	5	EA	_____	_____
10015	Electric Air Compressor	50	EA	_____	_____
10016	Pulse Oximetry (Not part of routine assessment) Yearly	50	EA	_____	_____
10017	Overnight Pulse Oximetry Yearly	150	EA	_____	_____

10018	Follow-up visit (after initial set-up). This is done by a RRT or CRTT for patient evaluation and instruction. The # of pts is 700 so there could be 2800 quarterly visits a year	2800	EA	_____	_____
10019	Auto CPAP Titrations/Yearly	300	EA	_____	_____
10020	BiPAP Titrations/yearly	75	EA	_____	_____
10021	Delivery, set-up and PT instruction for VA owned Suction machines	75	EA	_____	_____
10022	Delivery, set-up and PT instruction for VA owned Nebulizers/yearly	230	EA	_____	_____
10023	Administrative reimbursement for renewal, resupply of current PTS and PTS transferring to the Baltimore VA from an outside source	1000	EA	_____	_____
10024	Ventilators: includes a primary and a backup vent (if necessary), disposables, necessary battery backup, initial PT & family education and monthly assessments by a Credentialed Respiratory Therapist. Offeror shall Insert a monthly Rate.	12	MO	_____	_____
10025	Delivery and set-up of VA owned CPAP machines / yearly	75	EA	_____	_____
10026	Delivery and set-up of VA owned BiPAP machines/yearly	75	EA	_____	_____
10027	Battery operated portable concentrator for traveling PTS. This requires the approval of the Home 02 Coordinator(s). Offeror shall insert a weekly Rate.	52	WK	_____	_____
10028	Battery operated portable concentrator for PTS with special needs as determined by the Home 02 Coordinator(s). Offeror shall insert a monthly rate.	12	MO	_____	_____
10029	Concentrator with Home Fill capabilities for PTS with special needs as determined by the Home 02 Coordinator(s). Offeror shall insert a monthly rate.	12	MO	_____	_____
<b>TOTAL OPTION YEAR ONE</b>				_____	_____

## OPTION YEAR TWO: 04/01/2017 – 03/31/2018

ITEM	DESCRIPTION	EST QTY	UNIT	UNIT PRICE	AMOUNT
20001	(a) Rental concentrator with backup system consisting of compressed gas source, regulator, stand, (nasal cannula or mask and humidifier when specified). Concentrator will have flow rate capacity up to 5LPM. 675 each per month	625	MO	_____	_____
	(b) Rental concentrator with backup system consisting of compressed gas source, regulator, stand, (nasal cannula or mask and humidifier when specified). Concentrator must have flow rate capacity up to 10 LPM. 25 each per month	25	MO	_____	_____
20002	Cylinder, size M or H set-up consisting of regulator, flow meter, safety stand, humidifier and disposable supplies as primary) 50 per month	50	EA	_____	_____
20003	Cylinder, size M or H refill /Primary) 50 each per year	50	EA	_____	_____
20004	Portable system for new set ups consists of "E", "D", or "B" (M6) size aluminum (or equivalent eight metal) cylinder with regulator, flow meter, handcart, pouch and disposable supplies. 250 each per month	250	EA	_____	_____
20005	Cylinder, size "E" refill for #00004 above. Aluminum (or metal of equivalent weight) tanks required.	1800	EA	_____	_____
20006	Cylinder, size "D" refill for #00004 above. Aluminum (or metal of equivalent weight) tanks required.	3600	EA	_____	_____
20007	Cylinder, size "B" (M6) refill for #00004 above. Aluminum (or metal of equivalent weight) tanks required.	43,000	EA	_____	_____
20008	Demand Nasal Cannula (e.g. Oximyzer) Reservoir or pendant/equivalent. VA111	5	EA	_____	_____
20009	Rental demand Pulse Conserver Device; no less than a 5:1 ratio or 60 ML/pulse. 800 each per month	800	EA	_____	_____

20010	Rental "E" cylinders (aluminum, each) complete portable system (e.g. tank, regulator, etc) for each Medical Center for availability to issue home oxygen beneficiaries who deplete their portable units during appointments or to send home with new start-up (e.g. discharged from inpatient). 5 Each per month	5	EA	_____	_____
20011	Rental liquid oxygen system (90 –100 lbs) with stationary reservoir per beneficiary 40 each per month	40	EA	_____	_____
20012	Rental portable liquid oxygen system per beneficiary. 80 each per month	80	EA	_____	_____
20013	Liquid oxygen per pound for item #00012	52,000	EA	_____	_____
20014	Delivery for re-supply and/or relocation of equipment due to change in beneficiary's residence.	5	EA	_____	_____
20015	Electric Air Compressor	50	EA	_____	_____
20016	Pulse Oximetry (Not part of routine assessment) Yearly	50	EA	_____	_____
20017	Overnight Pulse Oximetry Yearly	150	EA	_____	_____
20018	Follow-up visit (after initial set-up). This is done by a RRT or CRTT for patient evaluation and instruction. The # of pts is 700 so there could be 2800 quarterly visits a year	2800	EA	_____	_____
20019	Auto CPAP Titrations/Yearly	300	EA	_____	_____
20020	BiPAP Titrations/yearly	75	EA	_____	_____
20021	Delivery, set-up and PT instruction for VA owned Suction machines	75	EA	_____	_____
20022	Delivery, set-up and PT instruction for VA owned Nebulizers/yearly	230	EA	_____	_____
20023	Administrative reimbursement for renewal, resupply of current PTS and PTS transferring to the Baltimore VA from an outside source	1000	EA	_____	_____
20024	Ventilators: includes a primary and a backup vent (if necessary), disposables, necessary battery backup, initial PT & family education and monthly assessments by a Credentialed Respiratory Therapist. Offeror shall Insert a monthly Rate.	12	MO	_____	_____

20025	Delivery and set-up of VA owned CPAP machines / yearly	75	EA	_____	_____
20026	Delivery and set-up of VA owned BiPAP machines/yearly	75	EA	_____	_____
20027	Battery operated portable concentrator for traveling PTS. This requires the approval of the Home O2 Coordinator(s). Offeror shall insert a weekly Rate.	52	WK	_____	_____
20028	Battery operated portable concentrator for PTS with special needs as determined by the Home O2 Coordinator(s). Offeror shall insert a monthly rate.	12	MO	_____	_____
20029	Concentrator with Home Fill capabilities for PTS with special needs as determined by the Home O2 Coordinator(s). Offeror shall insert a monthly rate.	12	MO	_____	_____

**TOTAL OPTION YEAR TWO**

\_\_\_\_\_

**OPTION YEAR THREE: 04/01/2018 – 03/31/2019**

ITEM	DESCRIPTION	EST QTY	UNIT	UNIT PRICE	AMOUNT
30001	(a) Rental concentrator with backup system consisting of compressed gas source, regulator, stand, (nasal cannula or mask and humidifier when specified). Concentrator will have flow rate capacity up to 5LPM. 675 each per month	625	MO	_____	_____
	(b) Rental concentrator with backup system consisting of compressed gas source, regulator, stand, (nasal cannula or mask and humidifier when specified). Concentrator must have flow rate capacity up to 10 LPM. 25 each per month	25	MO	_____	_____
30002	Cylinder, size M or H set-up consisting of regulator, flow meter, safety stand, humidifier and isposable supplies as primary) 50 per month	50	EA	_____	_____
30003	Cylinder, size M or H refill /Primary) 50 each per year	50	EA	_____	_____

30004	Portable system for new set ups consists of "E", "D", or "B" (M6) size aluminum (or equivalent eight metal) cylinder with regulator, flow meter, handcart, pouch and disposable supplies. 250 each per month	250	EA	_____	_____
30005	Cylinder, size "E" refill for #00004 above. Aluminum (or metal of equivalent weight) tanks required.	1800	EA	_____	_____
30006	Cylinder, size "D" refill for #00004 above. Aluminum (or metal of equivalent weight) tanks required.	3600	EA	_____	_____
30007	Cylinder, size "B" (M6) refill for #00004 above. Aluminum (or metal of equivalent weight) tanks required.	43,000	EA	_____	_____
30008	Demand Nasal Cannula (e.g. Oximyzer) Reservoir or pendant/equivalent. VA111	5	EA	_____	_____
30009	Rental demand Pulse Conserver Device; no less than a 5:1 ratio or 60 ML/pulse. 800 each per month	800	EA	_____	_____
30010	Rental "E" cylinders (aluminum, each) complete portable system (e.g. tank, regulator, etc) for each Medical Center for availability to issue home oxygen beneficiaries who deplete their portable units during appointments or to send home with new start-up (e.g. discharged from inpatient). 5 Each per month	5	EA	_____	_____
30011	Rental liquid oxygen system (90 –100 lbs) with stationary reservoir per beneficiary 40 each per month	40	EA	_____	_____
30012	Rental portable liquid oxygen system per beneficiary. 80 each per month	80	EA	_____	_____
30013	Liquid oxygen per pound for item #00012	52,000	EA	_____	_____
30014	Delivery for re-supply and/or relocation of equipment due to change in beneficiary's residence.	5	EA	_____	_____
30015	Electric Air Compressor	50	EA	_____	_____
30016	Pulse Oximetry (Not part of routine assessment) Yearly	50	EA	_____	_____
30017	Overnight Pulse Oximetry Yearly	150	EA	_____	_____
30018	Follow-up visit (after initial set-up). This is done by a	2800	EA	_____	_____

RRT or CRTT for patient evaluation and instruction.  
 The # of pts is 700 so there could be 2800 quarterly visits a year

30019	Auto CPAP Titrations/Yearly	300	EA	_____	_____
30020	BiPAP Titrations/yearly	75	EA	_____	_____
30021	Delivery, set-up and PT instruction for VA owned Suction machines	75	EA	_____	_____
30022	Delivery, set-up and PT instruction for VA owned Nebulizers/yearly	230	EA	_____	_____
30023	Administrative reimbursement for renewal, resupply of current PTS and PTS transferring to the Baltimore VA from an outside source	1000	EA	_____	_____
30024	Ventilators: includes a primary and a backup vent (if necessary), disposables, necessary battery backup, initial PT & family education and monthly assessments by a Credentialed Respiratory Therapist. Offeror shall Insert a monthly Rate.	12	MO	_____	_____
30025	Delivery and set-up of VA owned CPAP machines / yearly	75	EA	_____	_____
30026	Delivery and set-up of VA owned BiPAP machines/yearly	75	EA	_____	_____
30027	Battery operated portable concentrator for traveling PTS. This requires the approval of the Home O2 Coordinator(s). Offeror shall insert a weekly Rate.	52	WK	_____	_____
30028	Battery operated portable concentrator for PTS with special needs as determined by the Home O2 Coordinator(s). Offeror shall insert a monthly rate.	12	MO	_____	_____
30029	Concentrator with Home Fill capabilities for PTS with special needs as determined by the Home O2 Coordinator(s). Offeror shall insert a monthly rate.	12	MO	_____	_____
<b>TOTAL OPTION YEAR THREE</b>				_____	_____

## OPTION YEAR FOUR: 04/01/2019 – 03/31/2020

ITEM	DESCRIPTION	EST QTY	UNIT	UNIT PRICE	AMOUNT
40001	(a) Rental concentrator with backup system consisting of compressed gas source, regulator, stand, (nasal cannula or mask and humidifier when specified). Concentrator will have flow rate capacity up to 5LPM. 675 each per month	625	MO	_____	_____
	(b) Rental concentrator with backup system consisting of compressed gas source, regulator, stand, (nasal cannula or mask and humidifier when specified). Concentrator must have flow rate capacity up to 10 LPM. 25 each per month	25	MO	_____	_____
40002	Cylinder, size M or H set-up consisting of regulator, flow meter, safety stand, humidifier and disposable supplies as primary) 50 per month	50	EA	_____	_____
40003	Cylinder, size M or H refill /Primary) 50 each per year	50	EA	_____	_____
40004	Portable system for new set ups consists of "E", "D", or "B" (M6) size aluminum (or equivalent eight metal) cylinder with regulator, flow meter, handcart, pouch and disposable supplies. 250 each per month	250	EA	_____	_____
40005	Cylinder, size "E" refill for #00004 above. Aluminum (or metal of equivalent weight) tanks required.	1800	EA	_____	_____
40006	Cylinder, size "D" refill for #00004 above. Aluminum (or metal of equivalent weight) tanks required.	3600	EA	_____	_____
40007	Cylinder, size "B" (M6) refill for #00004 above. Aluminum (or metal of equivalent weight) tanks required.	43,000	EA	_____	_____
40008	Demand Nasal Cannula (e.g. Oximyzer) Reservoir or pendant/equivalent. VA111	5	EA	_____	_____
40009	Rental demand Pulse Conserver Device; no less than a 5:1 ratio or 60 ML/pulse. 800 each per month	800	EA	_____	_____

40010	Rental "E" cylinders (aluminum, each) complete portable system (e.g. tank, regulator, etc) for each Medical Center for availability to issue home oxygen beneficiaries who deplete their portable units during appointments or to send home with new start-up (e.g. discharged from inpatient). 5 Each per month	5	EA	_____	_____
40011	Rental liquid oxygen system (90 –100 lbs) with stationary reservoir per beneficiary 40 each per month	40	EA	_____	_____
40012	Rental portable liquid oxygen system per beneficiary. 80 each per month	80	EA	_____	_____
40013	Liquid oxygen per pound for item #00012	52,000	EA	_____	_____
40014	Delivery for re-supply and/or relocation of equipment due to change in beneficiary's residence.	5	EA	_____	_____
40015	Electric Air Compressor	50	EA	_____	_____
40016	Pulse Oximetry (Not part of routine assessment) Yearly	50	EA	_____	_____
40017	Overnight Pulse Oximetry Yearly	150	EA	_____	_____
40018	Follow-up visit (after initial set-up). This is done by a RRT or CRTT for patient evaluation and instruction. The # of pts is 700 so there could be 2800 quarterly visits a year	2800	EA	_____	_____
40019	Auto CPAP Titrations/Yearly	300	EA	_____	_____
40020	BiPAP Titrations/yearly	75	EA	_____	_____
40021	Delivery, set-up and PT instruction for VA owned Suction machines	75	EA	_____	_____
40022	Delivery, set-up and PT instruction for VA owned Nebulizers/yearly	230	EA	_____	_____
40023	Administrative reimbursement for renewal, resupply of current PTS and PTS transferring to the Baltimore VA from an outside source	1000	EA	_____	_____
40024	Ventilators: includes a primary and a backup vent (if necessary), disposables, necessary battery backup, initial PT & family education and monthly assessments by a Credentialed Respiratory Therapist. Offeror shall Insert a monthly Rate.	12	MO	_____	_____

40025	Delivery and set-up of VA owned CPAP machines / yearly	75	EA	_____	_____
40026	Delivery and set-up of VA owned BiPAP machines/yearly	75	EA	_____	_____
40027	Battery operated portable concentrator for traveling PTS. This requires the approval of the Home O2 Coordinator(s). Offeror shall insert a weekly Rate.	52	WK	_____	_____
40028	Battery operated portable concentrator for PTS with special needs as determined by the Home O2 Coordinator(s). Offeror shall insert a monthly rate.	12	MO	_____	_____
40029	Concentrator with Home Fill capabilities for PTS with special needs as determined by the Home O2 Coordinator(s). Offeror shall insert a monthly rate.	12	MO	_____	_____
<b>TOTAL OPTION YEAR FOUR</b>				_____	_____
<b>TOTAL BASE AND ALL OPTION YEARS</b>				_____	_____

**B.3 DESCRIPTION / SPECIFICATIONS / STATEMENT OF WORK**

The Department of Veterans Affairs Medical Center in Baltimore MD at 10 North Greene Street, Baltimore MD 21201 has a requirement for Home Oxygen Services. The Contractor shall provide all supplies, materials, equipment, labor, supervision, management, transportation, safety management, infection control, repairs, maintenance, storage of VA owned concentrators and in-service training for beneficiaries to include patient education. The Contractor shall maintain at the proposed servicing facility adequate licensed certified or registered respiratory therapy staff to provide all services, instructions, follow-up and/or emergency visits.

The Contractor shall furnish medical oxygen systems, including medical oxygen cylinders and related accessories, and delivery, set-up, preventive maintenance and repair both contractor-owned and government owned equipment to home patients of the VA Medical Health Care System, which includes VA Medical Centers located in **Baltimore and Perry Point, MD**. Services provided shall be all inclusive of deliveries and transportation within the VA Maryland Health Care System (VAMHCS) catchments. Catchments include: **Maryland:** Anne Arundel, Baltimore, Baltimore City, Caroline, Carroll, Cecil, Dorchester, Harford, Howard, Kent, Queen Anne’s, Somerset, Talbot, Wicomico, Worcester, and **Pennsylvania:** New Freedom, Oxford, Nottingham, Shrewsbury. Prices quoted shall be all inclusive of deliveries and transportation within the catchments, and equipment, safety inspections, repairs, maintenance, and in-service training for beneficiaries to include patient education.

**1. CONTRACTOR QUALIFICATIONS**

The Contractor shall possess all licenses, permits, accreditations, and certificates as required by Local, State and Federal law. The Contractor shall meet Joint Commission on Accreditation of Healthcare Organizations (JCAHO) standards. **The Contractor shall meet or exceed JCAHO standards and be an accredited organization at the servicing location prior to contract award as evidenced by the submission of their accreditation/certificate** and also must maintain this certification for the duration of the contract. If the Contractor is re-surveyed by an **accrediting body** during the contract term, the Contractor shall notify the Contracting Officer (CO) of survey dated, the outcome of the survey, and provide copies of new certificates as issued. Before contract award, the Contractor's facility(ies) may be inspected by the VA. Subcontractors shall follow JCAHO standards and shall be monitored by the Contractor for compliance. The Contracting Officer's Representative (COR) shall be notified if a subcontractor is utilized.

The Contractor shall have a physical location, **prior to the award of this contract**, which houses the service office, warehouse, dispatch of vehicles and other functions related to the performance of services within the Baltimore VAMHCS catchments. Catchments include: **Maryland:** Anne Arundel, Baltimore, Baltimore City, Caroline, Carroll, Cecil, Dorchester, Harford, Howard, Kent, Queen Anne's, Somerset, Talbot, Wicomico, Worcester, and **Pennsylvania:** New Freedom, Oxford, Nottingham, Shrewsbury.

**Experience is preferred in successfully administering basic home oxygen and aerosol therapy to adult and geriatric patients. The Contractor shall coordinate, supervise and evaluate the services provided.**

## **2. SERVICE AREA & PRESCRIPTIONS**

The Contractor shall deliver oxygen to VA beneficiaries within the catchments. The number of veterans being served by this agreement will change, as patient care needs fluctuate. The Government will endeavor, but cannot guarantee, to provide the Contractor with advance notification of need for services, as new additions are made to this agreement. The COR shall provide the Contractor with notification to initiate individual beneficiary service requirements, including the beneficiary's oxygen prescription, equipment, supplies and services to be provided, including date and place of delivery; the Contractor shall confirm receipt of the request within two (2) working hours of notification; the COR shall also provide notification of VA initiated discontinuance of service. The notification may be made orally, but shall be confirmed in writing within three (3) working days. The written documents shall include the authorizing official's signature.

Services shall be provided either at the Baltimore, Perry Point VAHMCS, the veteran's residence, VA Community-Based Outpatient Clinics (CBOC), or in an assisted living facility where the veteran resides. Individual equipment needs are subject to change, as determined by the prescribing physician. The Contractor shall at no time change or alter a beneficiary's oxygen prescription or equipment requirements without a new prescription from the beneficiary's physician.

Mileage is not reimbursable.

## **3. CONTRACTOR PROVIDED ITEMS**

The Contractor shall provide three (3) modes of oxygen equipment (concentrators, cylinders, and liquid) and supplies to include all equipment and its maintenance in accordance with

manufacturers' specification and JCAHO, or their appropriate professional accreditation agency standards, inclusive of parts and labor, training, education, safety inspections and repairs for the equipment.

#### **4. EQUIPMENT & OXYGEN SPECIFICATIONS**

Contractor-furnished equipment shall be maintained per manufacturer's specifications. Contractor-owned equipment shall be repaired or replaced at no cost to the Government when breakdown or malfunction is due to normal usage or due to the fault of the Contractor.

The Contractor shall maintain records that shall reflect new or refurbished equipment, and notify the COR, in writing, if any equipment is exchanged in the veteran's residence.

All electrically powered equipment used in performance of this contract shall be Underwriter Laboratory (UL) approved and shall be the most recently developed in the field at the time of use.

Oxygen provided shall be United States Pharmacopoeia (U.S.P.) oxygen.

Medical Gas systems shall comply with National Fire Protection Association (NFPA) Pamphlet 56F, Non-Flammable Medical Gas Systems and conform to standards prescribed in the Pharmacopoeia of the United States when converting volume measurement (i.e.; cubic feet to gallons). Density data and volume measurement published in Compressed Gas Association Pamphlet P-6 titled Standard Density Data, Atmospheric Gases and Hydrogen, or in applicable Federal or Military specifications shall be used in case of conflict use factors in C6AP-6. Air, Compressed Medical: Shall conform to Compressed Gas Association, Pamphlets G-7 (which can be obtained from Compressed Gas Association, Inc., 1235 Jefferson Davis Highway, Arlington, VA 22202, 1 Standard for Compressed Air for Human Respiration, Type I, Medical.) Also, FDA's Compressed Medical Gases Guideline, revised February 1989 shall be adhered to. Cylinders and other containers for gaseous and liquid forms of gases shall comply with the Department of Transportation specifications and shall be maintained, filed marked, labeled shipped, traced and other procedures in accordance to current DOT regulations.

Fire safety valves will be installed at both supply end and patient end of Oxygen tubing. Fire safety valves will be supplied to the contractor by the VA.

OXYGEN CONCENTRATORS shall be furnished by the Contractor, as needed. The Contractor shall be responsible to furnish, install, and maintain all oxygen equipment to dispense oxygen and supplies ordered under this contract. All equipment shall be current, state-of-art model, in new or like new condition and all supplies shall be new. Oxygen concentrators shall be UL approved and must, at a minimum meet the following specifications:

1. Electrically powered (115 volts).
2. There shall be a battery operated audible alarm to indicate a power failure.
3. The oxygen concentrator shall not perform below the manufacturer's specification.
4. Hour meter and OCI indicator
5. The oxygen concentrator shall be grounded internally or plug into a three-prong wall outlet appropriate for the VA beneficiary's home (outlet adaptors are not acceptable).

CONCENTRATORS

1. 1. 5 LPM Concentrator- electrical device that employs sieves and physical separation to deliver 90% or higher concentration of oxygen at flow rates up to 5 LPM.

Concentrators must meet the following specifications:

- A) Deliver 90% oxygen at flow rates up to 5LPM.
- B) Operate on 120 VAC, 60 Hz.
- C) Have thermal protector for compressor.
- D) Be double insulated and have two prong plug.
- E) Have pressure compensated flow meter.
- F) Have high-low pressure alarm.
- G) Have power failure alarm.
- H) Weight 60 pounds or less.
- I) Be mounted on wheels for easy movement by patient/caregiver.
- J) Must meet FDA QSR standards.
- K) Minimum of three year warranty on concentrator and compressor.
- L) Sound level of 60db or less.

Note: Concentrators that have oxygen sensing devices are preferred.

2. 10 LPM Concentrator - electrical device that employs sieves and physical separation to deliver 90% or higher concentration of oxygen at flow rates up to 10 LPM.

Concentrators must meet the following specifications:

- A) Deliver Oxygen flow rates: (I) 95% to 92% @ 1/2 - 7 LPM flow (II) 95% to 90% @ 7-10 LPM flow (O2 Pressure: 7 PSIG (48 KPA) normal)
- B) Alarms for the following failures required: Power Failure,O2 Concentration (Optional), and Irregular Pressure
- C) Size: 26.0 H x 14.7 W x 19.1 Deep (in) 28.4 H x 39.4 W x 47.0 Deep (cm)
- D) Weight: 57 lbs (26kg) (10 LPM unit) 110 volt; 60 cycle
- E) Be double insulated and have two prong plug
- F) Have power failure alarm.
- G) Be mounted on wheels for easy movement by patient/caregiver.
- H) Must meet FDA QSR standards.
- I) Minimum of two year warranty on concentrator and compressor.
- J) Sound level of 60 db or less.

Note: Concentrators that have oxygen sensing devices are preferred.

2.a Portable Battery operated concentrator Approved By the FAA for air travel

2.b Home fill concentrator that meets all of the above requirements for 1.1 and is equipped with a home fill system for refilling portable O2 cylinders.

3. Oxygen Conserving device - electric or pneumatic powered device that limits oxygen flow to inspiration only and thereby increase the duration of the supply (all tank sizes outlined in the contract).

a) Pneumatic units - must meet the following specifications:

- A) Flow settings from .25 to 6.
- B) Have easy to read content gauge.
- C) Conservation ratio of 3:1 or higher.
- D) Have continuous flow setting.
- E) Have at least 2 year warranty.
- F) Weight less than 30 oz.

Notes:

- 1) Conserving ratios are based on a breathe rate of 20 bpm.
- 2) Danger of patient de-saturating on exertion due to decreased size of bolus at higher bpm.

b) Electric units - must meet the following specifications:

- G) Flow settings from .5 to 6.
- H) Have easy to read content gauge.
- I) Conservation ratio of 5:1 or higher.
- J) Bolus delivered per breath of at least 10cc per setting.
- K) Have continuous flow setting.
- L) Have at least 2 year warranty.
- M) Weight less than 30 oz.

4. Liquid oxygen system - consists of large reservoir and portable unit that is filled from the reservoir. Standard reservoir holds 110 pounds of liquid oxygen and portable unit holds 3-5 pounds of liquid oxygen. The standard reservoir weighs 65 pounds full and the portable unit weighs 6-8 pounds full.

- A) Reservoir must have condensation collection tray.
- B) Must have quick release valve for easy refilling.
- C) Flow meter range of ¼ to 6 LPM.
- D) Portable must come with shoulder strap.
- E) May have electrical or mechanical content indicators.

5. Liquid system - consists of large reservoir and portable unit that is filled from the reservoir. Standard reservoir holds 110 pounds of liquid oxygen and portable unit holds 0.9 pounds of liquid oxygen. The standard Reservoir weighs 165 pounds full and the portable unit weighs 4 pounds full.

- A) Reservoir must have condensation collection tray.
- B) Must have quick release valve for easy refilling.
- C) Must have flow settings of 1-6.
- D) Portable must come with shoulder strap and or carry bag and be available for constant flow, high volume constant flow or conserver mode as is necessary for pt's RX.
- E) May have electrical or mechanical content indicators.

CYLINDERS furnished by the Contractor shall be in accordance with the Interstate Commerce Commission Regulations, and transport cylinders in accordance with Code of Federal Regulations (CFR) Part 49, U.S. Department of Transportation. M60 cylinders furnished by the Contractor shall have aM60 safety stand at no additional charge to the Government. This stand shall remain contractor-owned.

VENTILATORS furnished by the Contractor shall be provided, as prescribed for beneficiaries. Ventilator shall be easy to operate by beneficiary and/or caregiver. Primary controls shall be located on one (1) face and labels/displays must be clear and visible. The controls must be protected against accidental setting changes. The line cord shall be secured to the ventilator and UL approved. Normal set-up shall include the following:

1. Two (2) ventilators with backup batteries. (if medically necessary)
2. Ventilator tubing to be changed every seventh (7<sup>th</sup>) day with two (2) in reserve at all times.
3. Bacterial/humidifier filter to be changed monthly with two in reserve at all times.
4. One (1) closed system suction catheter to be changed every day with one (1) in reserve at all times; suction system must include swivel adapter with MDI port include; one (1) single suction catheter with one (1) in reserve at all times; one (1) Yankauer tip suction to be cleaned every seventh (7<sup>th</sup>) day with one (1) in reserve at all times.
5. One (1) resuscitation bag with mask and oxygen tubing to be cleaned every seventh (7<sup>th</sup>) day with one (1) in reserve at all times for continuous ventilation.
6. One (1) M60 cylinder of oxygen or oxygen concentrator.
7. Operation and service manual shall be provided to the user. The manual shall contain information on operation, maintenance, and trouble shooting for clinicians, users, caregivers and service technicians. The standards and guidelines are as follows:
  - a. The American Respiratory Care Foundations for Respiratory Equipment Used in the Home.
  - b. American Society for Testing Materials (ASTM) minimum standards specification for electrically powered home care portable ventilators.
  - c. Association for the Advancement of Medical Instrumentation (AAMI).
  - d. JCAHO standards for Home Care, current year standard.

#### **AIR COMPRESSOR, ELECTRIC:**

Approximate size shall be 18 ¾" long, 7 ¾" wide and 11 ¾" high; and approximate weight shall be 33 pounds. Shall include oxygen mask outlet DISS (Diameter Index Safety System). Must be powered by 115 v standard household current. Shall have the following capabilities: pressures up to 50 PSI with a visible gauge showing this pressure; adjustable pressure; hospital grade electric cord and plug. Shall include delivery, set-up, quarterly visits to check equipment and instructions to patient on the proper use of the equipment. Also included are all labor, travel and parts necessary to keep this equipment in proper operating conditions. Large bore tubing, trach masks, water traps and large volume nebulizer bottles are to be of the disposable type and shall be replaced four times a month with new of the same type.

The trained driver or credentialed respiratory therapist shall be competent professionals familiar with the life-sustaining nature of the equipment involved and fully qualified under the laws of

the state in which the services are being rendered. Installation shall be consistent with local Fire and Safety Codes in the respective area of the State, and shall conform to NFPA 99/101 (Life Safety Codes) NFPA (Oxygen Cylinder Requirements). The Contractor shall provide a safety/emergency checklist to be completed, then signed by the veteran or his/her caregiver and retained in the beneficiary account folder, with copy provided to the VA.

The Contractor shall conduct a check of the concentrator using a certified oxygen analyzer that is calibrated according to the manufacturer standards.

## **5. INSTALLATION**

The installation of all machines and equipment by the Contractor shall be performed by a competent professional familiar with nature of the equipment involved and fully qualified under the laws of the State in which the services are being rendered. Installation shall be consistent with local Fire and Safety Codes in the respective area of the State, and shall conform to NFPA 99/101 (Life Safety Codes) NFPA (Oxygen Cylinder Requirements). The Contractor shall provide a safety/emergency checklist to be completed, then signed by the veteran or his/her caregiver and retained in the beneficiary account folder. The Contractor shall ensure that all equipment is checked at manufacturer recommended intervals. A Contractor's staff member shall conduct a check of the concentrator using a certified oxygen analyzer that is calibrated according to the manufacturer standards. Maintenance on equipment shall be done by a manufacturer's checklist. It shall include compressor inlet pre-filter changes and compressor inlet bacteria filter changes according to the manufacturer recommendations. The alarm battery shall be tested at each maintenance check, changed as indicated but at least annually. The Contractor shall be responsible for tracking and documenting maintenance of equipment in accordance with manufacturer specifications and providing these records for review upon request. The Contractor shall furnish parts and labor for routine maintenance. The Contractor shall have recall procedures for equipment and supplies.

## **6. EMERGENCY PLANNING & BACK-UP SYSTEMS**

For respiratory equipment, supplies, and services, the Contractor shall provide respiratory services twenty (24) hours a day, seven (7) days a week as needed by the patient. The Contractor shall provide 24-hour emergency services including replacement and/or back-up equipment when necessary. The Contractor shall have an emergency preparedness plan designed to provide continuing care and support appropriate to the care provided in the event of an emergency that would result in the interruption of patient services. This plan shall be effective throughout the term of the contract. A large label with the Contractor's name, address and telephone number shall be placed in an obvious location on the equipment to facilitate timely reporting of emergency malfunctions by the patient/caregiver in the home. At the time of set-up, the Contractor shall provide beneficiaries with a telephone number to call if there are any questions or additional information is required. Special detailed instructions should also be provided to the patient/caregiver on how to contact the Contractor in case of an emergency during other than normal working hours.

Veterans with a prescription for an oxygen concentrator shall be provided with an appropriate back-up system able to provide 12 hrs of continuous flow at the patients O2 prescription for use during the event of a power failure or mechanical problem. The equipment is part of each patient's set-up and there shall be no additional costs associated with it. Any cost incurred due to its' use as a back-up system shall be borne by the Contractor. The cost of replacement of equipment damaged, lost or misplaced not through beneficiary's negligence shall be borne by the Contractor.

## 7. PHASE-IN REQUIREMENTS

The Contractor shall schedule and replace all equipment and supplies presently located in homes of beneficiaries with his/her own equipment as soon as possible after award, but not to exceed thirty (30) days. The change shall include delivery, set-up and instruction, and shall be accomplished with the least disruption in service to the VA beneficiary as possible. Contractor shall inventory and stack all current equipment and supplies together neatly for easy pick up by outgoing supplier. The inventory sheet shall be placed with the equipment with a copy mailed to the VAMC and a copy to the veteran patient. Contractor shall notify outgoing supplier within twenty-four (24) hours of the transition. The awarded Contractor shall assume the responsibility for damaged equipment.

## 8. PHASE-OUT REQUIREMENTS

At the end of the contract period, a transition period shall be required during which the incumbent Contractor shall continue to provide services at the contract prices while the incoming supplier is taking over. The incoming supplier shall notify the Contractor within twenty-four (24) hours of the close-out transition.

## 9. SERVICE HOURS & DELIVERY REQUIREMENTS

The Contractor shall be notified by Home 02 Coordinators to deliver/pickup oxygen equipment/supplies via encrypted email or fax:

- A. Diagnosis of the patient's condition
- B. Liter flow or concentration of oxygen, both at rest and ambulatory, when applicable
- C. Mode of administration by cannula or mask
- D. Modality of oxygen (liquid or gas)
- E. Oxygen equipment (concentrator, cylinder, or portable)
- F. Patient demographics
- G. Emergency contact information
- H. Advanced directives

The Contractor shall provide twenty four (24) hour emergency service, seven (7) days a week, fifty two (52) weeks per year, and report, in writing to the Home 02 Coordinators any emergencies provided during non-duty hours. Non-duty hours are 4:30 p.m. to 7:00 a.m. Monday through Friday, Saturdays, Sundays and Federal Holidays as noted below.

The Contractor shall visit the beneficiary's residence in performance of this contract by appointment only and between the hours of 8:00 a.m. and 8:00 p.m., except in emergency cases. The Contractor shall document date, time, and name of person contacted on all efforts to establish appointments with VAMHCS beneficiaries. While every effort shall be taken to insure that patients are available for their regularly scheduled monthly visits, circumstances beyond the patient's control may result in a visit that shall have to be rescheduled; the Contractor shall provide monthly service, replenishment of cylinders and supplies even if it requires making a special or non-scheduled visit to the patient's home. **Before the close of business of the next working day**, the Contractor shall inform the COR(s) of deaths or inability to locate a veteran due to change in address.

Federal Holidays observed by the VAMHCS and CBOCs are:

New Year Day	Labor Day
Martin Luther King Day	Columbus Day
Presidents' Day	Veterans' Day
Memorial Day	Thanksgiving Day
Independence Day	Christmas Day

This also includes any other day specifically declared by the President of the United States to be a national holiday.

It should be noted that if a holiday falls on Saturday, it is observed on Friday. If a holiday falls on Sunday, it is observed on Monday.

### **ROUTINE DELIVERIES & REPORTS**

Contractor shall provide a driver trained in the installation and set-up of Home Oxygen equipment and/or credentialed respiratory therapist to deliver prescribed supplies/cylinders/LOX to each beneficiary, as needed. There shall be at least 60 days between scheduled equipment assessment visits and under no circumstances should more than 90 days elapse between visits. When prescribed by a physician, patients shall be clinically assessed by a credentialed respiratory therapist, with the interval determined by the physician.

If the findings of the therapist/driver indicate a medical emergency, 911 or EMS shall be activated and the COR notified. If the findings of the therapist/driver require immediate medical attention, the Contractor shall notify the Home O2 Coordinators during normal business hours, within one (1) hour of recognizing the circumstance. If at the end of the workday (4:30PM local time), contact the Medical Administrative Assistant (MAA) at the Baltimore VAMHCS for medical emergencies within one (1) hour of recognizing the circumstance. Contact information shall be provided on award of Home Oxygen contract.

A report(s) shall be developed, signed and dated by the therapist/driver as appropriate and the beneficiary/care giver and a copy shall be left with the beneficiary. The report(s) shall be legible and attached to the invoice. All reports shall be submitted to the COR in alphabetical order, with the monthly bills by the 10<sup>th</sup> day of the month following service. The report shall consist of the following minimum requirements:

- A. The Contractor's assessment form shall include the diagnosis of the veteran in order for the visiting driver/therapist to provide ongoing education, assess equipment and supplies, and to submit a monthly report. The report shall include the following data:
  1. Name and last four of the social security number (SSN) of beneficiary using the equipment.
  2. Review of prescription (Liters Per Minute, hours per day).
  3. Type, serial number, and hours on concentrator.
  4. Average usage of oxygen per day monitored through concentrator hour usage and actual observed setting of liter flow rate.
  5. Inspection results of liter flow rate in monitoring patient compliance (as compared to prescription).
  6. Inspection results of intake filters (exchange or clean).

7. Inspection/change of bacterial filters.
8. Fire safety issues
9. Fall risks
10. Inspection and replacement of disposable supplies
11. Clinical assessment (if ordered, see below for requirements).

**B.** A Clinical Assessment by credentialed Respiratory Therapist shall include the following:

1. The patient's diagnosis.
2. Vital signs to include blood pressure, heart rate, respiratory rate.
3. Oxygen saturation by pulse oximetry (if ordered) on room air and on the oxygen liter flow prescribed at rest and w/patients normal activity
4. Assessment of the lung sounds.
5. Monitoring of respiratory medications
6. All requirements for clinical assessments and documentation according to JCAHO standards.

### **11. INITIAL DELIVERY & SET-UP**

Initial set-ups are considered as those beneficiaries who have not been provided an oxygen therapy delivery system in the residence or assisted living facility on a previous occasion, or have not used such a system continuously for the past 60 days.

The Contractor shall provide initial set-ups within twenty-four (24) hours of request from the COR, to include weekends and holidays. At the initial delivery and set-up, the area of the home where oxygen equipment is located must be checked, reviewed, and documented as suitable and safe by the Contractor before leaving equipment at the home. This acknowledgement shall be kept in the beneficiary folder, with a copy provided to the appropriate Baltimore VAMHCS. The Contractor shall check the safety of the electrical outlets in the beneficiary's home prior to installing any electrical item. Outlets shall be inspected and tested to insure that voltage level is adequate for the item being installed (a voltmeter is to be used), polarity is correct, ground is present, and the outlet is in good physical condition. Any unsafe electrical conditions shall be immediately reported to the COR for further instructions and documented in the beneficiary folder, with a copy to the Baltimore VAMHCS. If any alteration to the beneficiary's home is necessary to accommodate the oxygen equipment, including electrical work, the Contractor shall be responsible to notify the COR by telephone at time of set-up and note the call with comments on the delivery paperwork, which shall be signed by the beneficiary, with a copy to the Baltimore VAMHCS.

Initial set-ups shall include a credentialed respiratory therapist visit to reinforce education and perform a basic home assessment. In the event a therapist was not available at the time of initial set-up (outside normal business hours, weekend or holiday), a basic home assessment shall be conducted within three to five (3-5) working days of the initial set-up by a certified respiratory therapist.

*NOTICE:* The VAMHCS reserves the right to obtain the service from another source and to charge the Contractor with any excess cost, which may result there from, if the Contractor is unable to meet the twenty-four (24) hour response time.

## 12. STANDARD SET-UP

In accordance with the prescription received from the Baltimore VAMHCS, the Contractor shall provide the beneficiary with the following items:

- A. Humidifiers and water traps. The number of humidifiers and water traps on average will be provided one per month with (1) of each in reserve.
- B. Disposable oxygen cannulas for change on every two weeks or when needed with two (2) in reserve.
- C. Disposable mask/s for change every two weeks or when needed with two (2) in reserve (when masks are prescribed in lieu of nasal cannulas).
- D. 25-50 ft. of oxygen connecting tubing for change every 90 days or when needed with one (1) equivalent section of tubing in reserve.
- E. Trach collar with trach collar holder for change/cleaning weekly or as needed with two (2) reserves.
- F. Disposables for suction machine to include connecting tubing, suction catheter, and Yankauer suction instrument where applicable. (All suction machines and supplies will be provided to the vendor by the VA.)
- G. Nebulizer compressors and nebulizer kits will be provided to the vendor by the VA. The vendor's Respiratory Therapist will deliver and instruct the pt in the safe effective usage of the device. Delivery shall be within 48 hours once it is ascertained that the pt is possession of the necessary medications. Nebulizer kits will be provided at set up (4) with (1) mask. Replacement nebulizer kits may be delivered by a driver, respiratory therapist during a routine home visit and via commercial delivery services or the USP.
- H. Continuous Positive Airway Pressure (CPAP), Bi-level Positive Airway Pressure (BiPAP), specialty pap devices , CPAP masks and necessary accessories will be provided to the vendor by the VA, distribution shall be the responsibility of the vendor. Replacement masks and other necessary accessories will be available to the veteran every 6 months. If supplies are needed within the six month period approval by the Home Care CPAP Coordinator(s) is required.
- I. Machines and masks for pap therapy shall be from VA stock.
- J. Credentialed respiratory therapist will contact the patient to arrange instructions about pap therapy and the initial set up of the equipment.
- K. Within the first 30 days following the set up the machine shall be interrogated to determine the compliance of the patient and the effectiveness of the therapy. This data and any steps taken to improve compliance or efficiency shall be communicated to the VA CPAP Coordinators.

- L. At 90 days the machine shall be interrogated again and compliance and efficiency shall be reassessed. This data and any steps taken to improve compliance or efficiency shall be communicated to the VA.
- M. If it is determined that a good faith effort is not being made the machine shall be removed and this shall be communicated to The VA CPAP coordinators. The patient can then be scheduled into the CPAP Clinic for further evaluation and instruction.
- N. If the compliance and effectiveness of the therapy are deemed adequate the patient will be seen in the future on a PRN basis.

### **13. POSTING OF SIGNAGE**

The Contractor shall provide and post on all entrances into the residence, a sign stating "Warning Oxygen in Use, No Smoking" and document that the beneficiary/care giver is instructed in the safe use of oxygen and equipment. This posting/refusal of posting shall be noted on the signed delivery documents signed by the patient/caregiver.

### **14. TRANSITION DELIVERIES**

The Contractor shall provide transitional deliveries (set-up) to beneficiaries who are presently using an oxygen delivery system or have used such a system continuously within the past sixty (60) days. Transition shall be accomplished with a trained driver or credentialed therapist with documented training on the manufacturer's recommended assembly, use, and maintenance of the equipment used under this contract. If any alteration to the beneficiary's home is necessary to accommodate the oxygen equipment, including electrical work, the Contractor shall be responsible to notify the Baltimore VAMHCS by telephone at time of set-up and note the call with comments on the delivery paperwork, which shall be signed by the beneficiary. All beneficiary transitions shall be accomplished within thirty (30) calendar days of notification (order).

Offeror shall know their proposed approach to the start-up and transition phase of the contract which shall be given significant weight in the evaluation of their technical approach. The Government requires a concise summary of the Offeror's understanding and approach to this tasking area. Failure to adequately address this important phase of the requirement could negatively impact the Offeror's evaluation in the area of technical approach.

*NOTICE:* Failure to perform the set-up, as specified, shall result in a forfeiture of rental payment to the provider currently used and every day thereafter until set-up is complete.

### **15. FAILED DELIVERIES**

The Contractor shall notify the COR and the Home 02 Coordinators at the VA of failed deliveries of those beneficiaries they were unable to contact for their scheduled assessment/delivery no later than forty-eight (48) hours from the time of occurrence via FAX or e-mail. The Contractor shall document date, time, and name of person contacted on all efforts to establish appointments with VAMHCS beneficiaries.

### **16. PROMPT DELIVERY**

The Contractor shall provide prompt delivery of Oxygen equipment within eight (8) hours, or sooner, to the patient. Coordination of exact delivery times between the Contractor and patient

shall be the Contractor's responsibility. Address and telephone number of the patient shall be provided by the Home O2 coordinators.

### **17. PROMPT PICK UP**

The Contractor shall provide prompt pick-up from patient's home of equipment within two (2) days rented or purchased under this contract after being advised by the COR or Home O2 Coordinators of an order cancellation or expiration of the patient. Contractor shall pick up and deliver all Government-owned equipment to the VA Medical Center, 10 North Greene Street Baltimore, MD 21201. Additional billings shall not be honored after notice of cancellation has been given. This cancellation shall be in the form of a written and telephonic notification by the COR or the Home O2 Coordinator.

### **18. DELIVERY TICKETS**

The Contractor shall have all delivery tickets signed by the patient or custodian in receipt of all equipment and oxygen. One copy shall be forwarded along with the invoice to Chief, Respiratory Therapy, VA Medical Center, 10 North Greene Street Baltimore, MD 21201. Claims for payments which cannot be substantiated or supported by delivery tickets shall be disallowed. If the patient or custodian refuses to sign, the Contractor shall document refusal on the delivery ticket.

### **19. REPORTING / NOTIFICATION**

The Contractor shall provide a written, quarterly report meeting all JCAHO standards for improving organizational performance within 10 days following the end of each quarter (JCAHO standards may be accessed at (<http://www.jointcommission.org/>)).

- A.** Incident Report – Reporting special incidents found or occurring during a home visit, to include finding patients in need of emergency medical assistance, safety hazards that do not fall into the category of presenting immediate life-threatening danger to the patient or the Contractor's staff, inability to contact a patient within a reasonable period of time, and any other incident meeting the Contractor's written policy for incident reporting according to JCAHO standards.
- B.** Customer Satisfaction - In accordance with JCAHO standards, the Contractor shall collect data on service satisfaction from contracted patients and their families on a quarterly basis. A copy of survey results shall be submitted to the COR in quarterly reports.
- C.** Performance improvement – The Contractor shall collect data on important processes and outcomes related to patient care and organizational functions.
- D.** The Contractor shall provide the following emergent patient safety reports, within five (5) business days of the action, throughout the contract period.
- F.** Sentinel Events - The Contractor shall inform the Home Oxygen personnel within one (1) business day of a sentinel event (as defined by the Joint Commission) that occurs during the performance of this contract that involves VAMHCS beneficiaries.
- F.** Refusal of service - All beneficiaries have the right of refusal of service. In the event a beneficiary refuses service or orders the equipment to be removed from the home,

the Contractor shall comply with the beneficiary's wishes, however in addition to a written report; the Contractor shall report the specifics of the refusal to the COR by telephone within one (1) hour. If the refusal occurs during a home visit, the Contractor's staff shall make an attempt to notify the COR or designee of the refusal during the home visit.

- G.** The Contractor shall report suspected incidents of abuse or neglect to the patient by family members or caregivers. Suspected incidents shall be reported immediately within twenty-four (24) hours during business hours to the COR or designee, as well as to the adult protective agency. The Contractor shall follow all state and local laws in reporting suspected incidents of abuse or neglect.
- H.** The Contractor shall report non-compliant behavior with fire safety guidelines set forth in the patient education and re-assessment material and/or behaviors which pose a risk of self-harm or harm to others, to the Home Oxygen Coordinator during the home visit, if the Contractor's staff determines the beneficiary's non-compliant behavior, within the home environment, is not improving after education on the fire hazard of smoking when on oxygen treatment is provided. Noncompliant behavior and any follow-up actions (e.g. educations) shall be documented.
- I.** The Contractor shall be responsible for notifying the COR/Home O2 Coordinators by telephone at time of set-up if any alteration to the beneficiary's home is necessary to accommodate the oxygen equipment, including electrical work.
- J.** The Contractor shall be responsible for making every effort to establish appointments with VAMHCS beneficiaries when initiating set-ups and deliveries. Deliveries shall not be left unattended at the beneficiary's home. If the VAMHCS beneficiary chronically fails to meet appointments, the Contractor shall notify the COR/Home O2 Coordinators. The COR/Home O2 Coordinators shall contact the VAMHCS beneficiary and a corrective action plan shall be implemented. The COR/Home O2 Coordinators shall notify the Contractor of any changes. If the Contractor has not made valid and documented attempts to contact the VAMHCS beneficiaries for set-ups and or deliveries, the Government reserves the right to call in a third party and bill the Contractor if the Contractor fails to perform for any due month.
- K. Infection Control/Communicable Diseases Requirements**
  - 1. Contractor shall have a current plan for surveillance, prevention and control of infection. The plan shall meet current JCAHO standards. The Contractor shall provide to the Contracting Officer a copy of the Contractor's internal infection control policy and procedures for review annually and approval by the Baltimore VAMHCS Respiratory Therapy Department. The following minimum topics shall be addressed: contractor site basic hygiene and safety precautions, separation of "clean" (filled tanks) and "dirty" (empty/used tanks) in storage and transportation, employee hygiene requirements, type and frequency of wash-down of equipment, valves and stands for tanks and policy of no re-issuance of disposable supplies.
  - 2. Contractor shall provide a list of names to the Home Oxygen Coordinator of all veteran patients exposed to communicable diseases by contracted staff during an identified incubation period. The type of exposure shall also be identified.

3. The Home Oxygen Coordinator shall consult with Baltimore VAMHCS infection control staff regarding the need to contact exposed patients and/or complete any needed medical follow-up.

**L. Assessment Requirements** - The Contractor shall perform an assessment of the beneficiary's home and environment in accordance with JCAHO standards, and maintain documentation of assessments in the individual patient file or folder.

1. The Contractor shall notify the prescribing physician, or the (Home O2 Coordinators) during the home visit if the Contractor's staff determines that the presence of oxygen in the home presents such a danger that the oxygen must be removed, or in the case of an initial set-up, not placed in the home.

2. The Contractor shall verbally notify the Home O2 coordinators by the next business day of any unsafe conditions observed in the VAMHCS beneficiary's home and preclude the installation or continuance of oxygen service. Unsafe conditions may include, but are not limited to, fire safety hazards, oxygen safety hazards, patient abuse by family or caregivers, or any instance that places the patient or Contractor's staff in immediate danger. The Contractor shall furnish written documentation of the safety hazard to the Home O2 Coordinators/ COR within five (5) business days of the incident.

3. The Contractor shall document and report to the Baltimore VAMHCS Home Oxygen Coordinator or COR any patient who is non-compliant with safety guidelines set forth in the education and orientation material and or whose behavior poses a risk of self harm or harm to others (e.g. smoking while on oxygen) despite warnings and ongoing educational interventions.

4. The Contractor shall check the adequacy of the electrical outlets in the patient's home and immediately report unsafe conditions to the COR or designee. The VAMHCS shall not be responsible or liable for any unsafe electrical conditions caused by the Contractor. Any alterations to the veteran's residence shall be the responsibility of the veteran. If ordered equipment cannot be safely installed, the COR may provide an alternative oxygen delivery system after approval until new prescription can be obtained. If no alternative is available, the prescribing VAMHCS physician shall be notified.

5. The Contractor shall verify the presence of the smoke alarms and instruct the patient to test all smoke alarms on a monthly basis. In any home where smoke alarms are not present, the Contractor shall notify the appropriate Baltimore VAMHCS clinical staff (e.g. Baltimore VAMHCS Home Oxygen Coordinator) for further review and potential action.

## **20. COR RESPONSIBILITY**

The COR will, in addition to providing documentation to the Contracting Officer, maintain a complete Quality Assurance file. The file will contain copies of all reports, evaluations, recommendations, and any actions related to the VA's performance of the quality assurance function, including the originals of all Surveillance Activity Checklists. All such records will be

retained for the life of this contract. The COR shall forward these records to the CO at termination or completion of the contract.

**21. SANITIZING/STERILIZATION**

The Contractor shall have written procedures to deliver, recover, receive, clean and, when appropriate, sterilize reusable equipment. The Contractor shall comply with Department of Transportation and Federal Drug Administration regulations. If the Contractor is a transfiller or repackager of liquid oxygen, then documentation of same shall be provided to the VAMHCS prior to award.

**22. INCIDENTS, ACCIDENTS, INJURIES AND/OR INFECTIONS & PRECAUTIONS**

- A. Any known patient incidents, accidents, injuries or infections related to oxygen equipment usage must be documented in the veteran's file and reported to the Physician and Home 02 Coordinators within one hour of occurrence, if before 4:30 p.m. local time during the work week or if after 4:30 p.m. between 8:00am and 9:00 a.m. the next working day. Also, a written faxed copy of an incident report shall be furnished to the COR/Home 02 Coordinators within twenty-four (24) hours of the occurrence.
  
- B. Standard precautions shall be used to prevent exposure to blood borne diseases when handling all contaminated equipment/items. Gloves shall be worn when handling items soiled with blood and/or body fluids. Hands shall be washed before and after visiting each patient and when gloves are removed. Contaminated equipment shall be separated from clean equipment. The Contractor's warehouse shall have clear demarcation between contaminated and clean storage areas. If dirty and clean equipment is transported in the same delivery vehicle, the delivery vehicle shall have a clearly demarcated area for clean and dirty items. The Contractor's procedure for handling the pick-up of dirty equipment shall meet JCAHO standards.
  
- C. The Contractor shall document and report to the VA and manufacturer of the durable medical equipment all accidents, malfunctions, injuries, deaths related to the provisions, delivery and use of the medical equipment. The Contractor shall also report any life-threatening malfunctions or recalls and maintain a recall plan. The Contractor shall provide periodic maintenance on contractor-owned equipment in accordance with manufacturer instructions by appropriately trained personnel. The Contractor shall provide all maintenance and repairs by either the manufacturer or manufacturer-trained staff. All maintenance and repairs shall be noted in the patient's home care treatment file.

**23. PATIENT CHECKLIST**

The Contractor shall, upon initial delivery, provide each patient with a checklist, which shall be completed and signed by the patient or his legal custodian. This checklist shall be made available to the Home 02 Coordinators.

This list shall contain, where appropriate, the following information:

- A. Equipment list furnished? Yes/No
- B. Safety precautions explained? Yes/No
- C. Equipment usage explained/all questions answered? Yes/No

D. Patient's legal custodian's certification

## **24. PATIENT EDUCATION REQUIREMENTS**

- A.** The Contractor shall provide education to each veteran at the time of CPAP/Oxygen/ Nebulizer, Suction/Air Compressor set-up, and assess the need for reinforcement initially and during regularly scheduled visits. This information is to be presented verbally, in demonstration and material covered shall be in written form to be left with the beneficiary/care giver. The written material shall be in English. The Contractor shall consult with the COR in the event the beneficiary or caregiver does not speak or understand English. All patient education material must be presented in written form to the COR for approval prior to distribution. The Contractor shall submit a signed statement to the COR from the beneficiary acknowledging receipt and understanding of instructions, each time instructions are given.
- B.** The Contractor shall provide written patient/caregiver educational material to the beneficiary which will contain administrative, equipment, and patient healthcare information that is found to be acceptable to the Contractor and Baltimore VAMHCS oversight committee. The Contractor's current educational material shall be initially provided to the COR for review and content discussion if necessary to deal with any inconsistencies identified in either the Contractor or VAMHCS educational materials; the materials will be reviewed annually. Any changes to the educational materials deemed necessary between the annual reviews shall be shared for joint decision of incorporation/deletions in the currently agreed upon material contents.
- C.** The Contractor shall document that the beneficiary/care giver is instructed and understands that oxygen cylinders shall be stored laying flat or secured in an oxygen holder at any given time and in a well-ventilated area.
- D.** The Contractor shall visit beneficiaries' residences in performance of this contract by appointment only, between the hours of 8:00 a.m. and 8:00 p.m., Sunday through Saturday, except in cases of emergency. Deliveries shall be allowed only as emergencies during Federal Holidays only. The contractor is responsible for scheduling the appointments to the beneficiary's home prior to the appointment. On each scheduled setup/delivery the Contractor shall instruct the beneficiary on the use and care of the equipment and supplies, as necessary. Instructions given to the beneficiary and or care giver must include:
1. The safe and appropriate use of the provided equipment and supplies which includes a return demonstration.
  2. Basic home safety
  3. Beneficiary's rights and responsibilities.
  4. How and when the beneficiary can contact the Contractor for equipment maintenance and repairs (24-hour telephone number to be provided).
  5. An emergency preparedness plan to prevent interruption of service.
  6. Standard Precautions.
  7. Cleaning, handling and storage of the equipment/supplies.
  8. Identifying, handling and disposal of hazardous materials and waste.

## **25. PATIENT EDUCATION TRAINING MANUAL**

The Contractor shall develop a patient education manual, approved annually by the Baltimore VAMHCS Home Oxygen Committee. A copy of this manual shall be forwarded annually to the CO, within thirty (30) days after award of contract. The Contractor agrees to make any changes deemed necessary by the VAMHCS staff within sixty (60) days after award of contract. The manual shall include:

- A. training objectives
- B. proper use of equipment
- C. risks/benefits of oxygen
- D. electrical safety
- E. fire safety
- F. patient's rights and responsibilities
- G. when and how patient contacts contractor for maintenance and/or repairs
- H. an Emergency Preparedness Plan
- I. infection control
- J. proper cleaning and handling of equipment.

Manual shall be left with patient/caregiver with signature(s) obtained indicating that comprehension of the training was accomplished.

## **26. INITIAL HOME VISIT, FOLLOW-UP VISIT AND INSTRUCTION**

a. The initial home visit shall be documented for the VAMHCS medical record as to training by the RCP according to the Contractor's approved patient training manual. Completed checklist shall be initialed and signed by the RCP and also by the veteran/caregiver and furnished to the Baltimore VAMHCS within ten (10) days of the initial visit and shall be used for initial and follow-up visits. Instruction to include routine maintenance, emergency procedures, electrical and fire safety precautions and proper use of prescribed oxygen administration devices. In addition to initial set-ups, a RRT or CRTT will make a quarterly visit to each patient's home. The contractor will evaluate the compliance, check all oxygen equipment, replace all empty cylinders and change nasal cannulas or masks and check or change fire safety valves as needed. Quarterly visits are defined as:

1<sup>st</sup> quarter: October, November, December

2<sup>nd</sup> quarter: January, February, March

3<sup>rd</sup> quarter: April, May, June

4<sup>th</sup> quarter: July, August, September

Time between quarterly visits will be no less than 60 days apart and no greater than 120 days.

Completed progress reports shall be available to the Baltimore VAMHCS within fourteen (14) days of each home visit. Initial home visit documentation and follow-up quarterly visit progress reports shall be forwarded to the Home 02 Coordinators

Should the patient's condition have deteriorated to such a degree that it would not be feasible to await the issuance of a quarterly progress report, the Contractor shall immediately notify the Home 02 Coordinators of the patient's worsening condition. This, however, shall not relieve the contractor from submitting a progress report to the Home 02 coordinators along with these

reports, a certification from the patient or his legal guardian shall accompany the report. The certification shall read as follows:

“I hereby acknowledge my quarterly home visit.”

\_\_\_\_\_  
Signature of Patient/custodian

\_\_\_\_\_  
Date of home visit

In those instances where the certification is that of the patient’s legal custodian, a notification to this effect must be made on the progress report.

**27. DO NOT RESUSCITATE**

The contractor shall be required to have a DNR (Do Not Resuscitate) policy in accordance with State and VA requirements.

**28. BENEFICIARY ACCOUNT FILES**

The Contractor shall maintain a VAMHCS beneficiary account folder in compliance with the Privacy Act and Health Insurance Portability and Accountability Act (HIPAA) within five (5) workdays after new oxygen setup or transition set-up. All beneficiary files are subject to review by designated Baltimore VAMHCS officials and accreditation surveyors on behalf of the Baltimore VAMHCS during accreditation surveys or consultation. At a minimum, the folder shall include:

- A. Plan of care that shall include individualized beneficiary needs and any pertinent problems. These needs/problems shall be documented on the plan of care along with goals. Plan of care shall be reviewed on a regular basis by the COR and revised and updated as appropriate.
- B. Plan of service reflecting results of initial and ongoing assessments in regards to specific services.
- C. All documentation requirements by Accrediting Standards for clinical patients as appropriate.
- D. Changes in beneficiary care.
- E. Evaluation of patient’s response to care.
- F. Copy of setup protocol for oxygen, which shall contain an acknowledgement of receipt and understanding of instructions and information by the veteran/care giver.

**29. SERVICES & MAINTENANCE**

**A. ROUTINE/EMERGENT – 24 hour services**

- 1. The Contractor shall have a well-established communication system with access to twenty-four (24) hour emergency services via answering service, beeper, or two-way radio and the demonstrated capacity to provide maintenance to or replacement equipment at the beneficiary’s home within six (6) hours of a call. Also, in the instances where the served beneficiary is beyond a two (2) hour response time for a call, alternative arrangements are required to be made with response within six (6) hours (e.g. access to local emergency services, arrangement with another oxygen supplier for backup equipment). A written explanation of why the contractor was unable to respond to the emergency must

be provided to the COR within twenty-four (24) hours and no later than forty-eight (48) hours of the incident.

2. Emergency service other than equipment failures may include situations that require on-site technical expertise. For example, absence of the primary caregiver from the residence and the substitute is unable to correct a concern. An emergency is also defined as the loss/failure of any equipment to properly function due to accidental changes in settings.

## **B. ROUTINE & PREVENTIVE**

1. Maintenance on Oxygen equipment shall be done in accordance by the manufacturer's checklist. It shall include compressor inlet pre-filter changes and compressor inlet bacteria filter changes according to the manufacturer recommendations. The alarm battery shall be tested at each maintenance check, changed as indicated but at least annually. Contractor shall be responsible for tracking and documenting maintenance of equipment in accordance with manufacturer specifications and providing these records for review upon request. Contractor shall furnish parts and labor for routine maintenance. The contractor shall have recall procedures for equipment and supplies.
2. Ventilators shall be maintained monthly by measuring tidal volume, timing rate, evaluating actual high and low alarm parameters, cleaning/changing filters, checking settings and evaluating backup system. Service on the ventilators shall be performed at manufacturer's recommended intervals and only by technicians certified for completion of manufacturer-approved training. Preventive maintenance and equipment checks shall be performed per manufacturer recommended intervals.

## **30. GOVERNMENT-OWNED EQUIPMENT PICK-UP & REPAIRS**

Contractor shall pickup Government-owned equipment at the location specified, i.e., the beneficiary's home or VAMHCS, and deliver to the location specified by the VA. The Contractor shall provide a visual and functional inspection of the equipment to ensure that it is working properly. If not, the same shall be immediately reported to the Baltimore Home 02/CPAP coordinators for replacement or repair. The veteran or caregiver shall sign a work ticket verifying that the inspection was completed. This work ticket must be attached to the invoice for payment to be processed. Inspections shall be completed at six (6) month intervals from initial set-up. Minor adjustments shall be made to the equipment at no additional charge.

If Government-owned equipment is in need of repair, the patient/caregiver shall contact the Contractor. Contractor shall advise and obtain further guidance from the Home 02/ CPAP coordinators. If Contractor-owned equipment is removed for repair, replacement item(s) shall be delivered at the time non-operational items are removed from the home. Contractor shall meet manufacturer's requirements in regards to preventative maintenance and service. Contractor agrees to maintain an equipment management file for all VA-issued equipment. These records shall remain the property of the VAMHCS and would be turned over to the CO or COR upon contract expiration. This folder shall include, but is not limited to the following:

- A. Manufacturer, model and serial number of the delivered item.
- B. Any prior maintenance checks which shall be performed at six month intervals.

C. VA beneficiary utilizing the item.

The Contractor shall be directly responsible and accountable for all Government property while it is under his/her possession. The Contractor shall identify Government property by marking or tagging and segregating in such a manner as to clearly indicate its ownership by the VA. The VA property shall be used only for performance of the contract.

The Contractor agrees that he/she shall neither directly nor through his/her agents solicit beneficiaries, but shall confine these activities to the responsible personnel of the VA.

All accidents, malfunctions, injuries, deaths, and equipment recalls related to the provision, delivery and use of equipment shall be immediately reported to the CO or COR as appropriate and to the manufacturer of the equipment.

### **31. CONTRACTOR-OWNED CONCENTRATORS**

The Contractor shall furnish, install and service all oxygen equipment to dispense oxygen and supplies ordered under this contract. All equipment shall be current state-of-art model and all supplies shall be new.

A label with the Contractor's name and emergency telephone number where they can be reached twenty-four (24) hours/day shall be affixed to all equipment.

### **32. STORAGE**

The Contractor shall ensure that the storage facility is well secured, well lighted and well ventilated, free of dampness and humidity which contribute to deterioration of cartons and/or rusting of metal equipment. The Contractor shall be responsible for determining the design, pattern, or plan of storage area within his/her facility with the approval of the COR. The storage facility and its contents shall be made available at all times during the Contractor's normal business hours for inspection by a representative of the VAMHCS without advance notification.

**The Contractor shall re-issue used items acceptable for issue in lieu of new equipment in storage.**

**Before placing equipment in the storage area, all recovered equipment shall be cleaned, checked for proper operation, function, safety and serviceability and wrapped in plastic as appropriate.**

**Equipment shall be protected during storage and delivery from the elements. Cleaned equipment shall be separated from dirty equipment at all times.**

### **33. INVENTORY**

The Contractor shall maintain an adequate inventory of all items required herein and shall provide a similar or equal item if stock is not immediately available and in case of emergency. The COR shall have sole approval authority to review and approve any substitute items. The Contractor shall be staffed and have sufficient inventory to deliver within five (5) hours under normal circumstances to set-up replacement equipment to a patient in the home environment at all times.

The Contractor shall maintain an inventory record of all VAMHCS owned equipment held in storage. A copy of the inventory record shall be submitted monthly with Contractor invoice to the COR.

Contractor shall provide a comprehensive oxygen tank inventory semi-annually at no additional cost. Inventory shall be by tank sizes, portable make, and portable model and shall include a breakdown for:

- A. Number and size of tanks on hand at warehouse
- B. Number and size of tanks at beneficiary home
- C. Number and size of tanks being hydrostatic tested
- D. Number and size of tanks to be refilled
- E. Model number of portables on hand at warehouse
- F. Model number of portables at beneficiary home

### **34. RESERVOIR REFILLS**

For Reservoir refills for the VAMHCS (a liquid stationary unit shall be stationed and refilled weekly and/or as needed at the Baltimore VAMC), send the invoice to:

Veterans Affairs Medical Center  
Chief, Prosthetic Treatment Center  
10 North Greene Street  
Baltimore, MD 21201

For all other services, send the invoice to:

Veterans Affairs Medical Center (512)  
Chief, Prosthetic Treatment Center  
10 North Greene Street  
Baltimore, MD 21201

Invoices shall cite applicable contract number and obligation number and be submitted in accordance with Section C of this contract.

Invoices shall be accompanied by the appropriate documentation of services. Delivery tickets, signed by the patient/custodian, shall be forwarded along with the invoice. Claims for payments which cannot be substantiated or supported by delivery tickets shall be disallowed.

### **35. INVOICES**

- a. VA will review the invoice against its record. VA will notify the contractor of invoice discrepancies. Upon the resolution of the discrepancies, VA will approve the invoice and make payment to the contractor.
- b. Invoice will be paid within 30 calendar days upon final acceptance by the government. Each invoice must include the following information: Contract number and Purchase Order number.
- c. Contractor agrees to accept the Government purchase card for payments of invoices. When the Contractor charges the Government credit card, they shall include the purchase order number assigned by the COR in the 2nd level data. All invoices are to be submitted

electronically or hard copy. Invoices should include a breakdown of services: 1. home oxygen equipment, refills and services (i.e. concentrators, gas cylinders, respiratory therapist visit, etc.); 2. All other equipment and services (i.e. CPAP, Bi-PAP, masks, etc.). Invoices should include the following:

Name of the business concur and the invoice date.

Contract and purchase order number or other authorization for rendering services.

Failure to cite these numbers may cause a delay in processing payments.

Description, price, and quantity of property and services actually delivered or rendered.

Cylinder sizes, (where applicable).

Unit prices

Equipment manufacture, model and serial number, indication of whether it is provided as new or refurbished.

Oxygen lot number

Concentrator hours (hours shall be checked on every delivery and reported to Prosthetic Treatment Center on a weekly basis.

Name (where practicable), title, phone number, and complete remittance address to where payment shall be forwarded.

Patient's Name and Social Security Number with master worksheet and breakdown.

Invoices shall be sent to:      Veterans Affairs Medical Center (512)  
   Chief, Prosthetic Treatment Center  
   10 North Greene Street  
   Baltimore, MD 21201

**The Contractor shall not submit bills to any other State, Federal, or third party agency for reimbursement during the period the beneficiary is covered under this contract.**

**36. DEMURRAGE CHARGES**

The Contractor agrees to provide cylinders without assessing demurrage charges on the Government. The Contractor further agrees that the free loan period of cylinders is indefinite, but shall not exceed the term of the contract and any necessary extension necessary to preserve patient care during change of contractor.

**37. SEPARATE PURCHASE AUTHORIZATION**

Items or services identified as "outside the scope of the contract" shall require separate purchase authorization and shall NOT be performed by the Contractor against this contract.

**38. DISCONTINUANCE/TERMINATION OF SERVICES**

The Contractor shall discontinue service to beneficiaries upon notification from COR. When the veteran no longer requires the equipment, the COR shall coordinate and document via three-way-call an equipment pick-up with specific contact person(s) to establish a date and time. Payment shall be pro-rated based upon the notification date of discontinuance of service. The Contractor's pro-rata payments for the equipment will stop on the day coordinated for the initial pick-up. Payments shall not be made after the initial scheduled pick-up date for failed pick-ups, whether through fault/error of the Contractor or others. The Contractor shall notify the Government within next business day of a patient death, or upon finding a patient has moved out of the service area.

The VAMHCS will not pay for the Contractor's lost or damaged equipment provided under this contract unless circumstances as reviewed by the CO are concluded to be the results of willful negligence on behalf of patients or VAMHCS employees. Accordingly, this is considered to be the cost of doing business, and is the requirement of the Contractor to pay for this type of equipment. Contractor may request payment by submitting a written summary of the circumstances of lost or damaged equipment to the contracting officer within thirty (30) calendar days of the occurrence of the incident in question. The CO will review the summary, and a written determination will be made to the contractor as to the liability. The VAMHCS will not pay for rental on equipment not being used by an authorized veteran during the performance of this contract or for equipment that cannot be found.

The Contractor shall remove equipment from the beneficiary's residence at the earliest possible time but no later than five (5) business days unless approved by Prosthetic Service. The date and time of equipment pickup shall be coordinated with the patient and/or next of kin and/or significant other. The Contractor shall make every effort to meet the beneficiary's or beneficiary's families' requests for pickup times. The Contractor shall honor beneficiary's or family's requests to pickup equipment before or after funerals or family gatherings relative to beneficiary funerals. The Contractor shall treat such requests with the utmost courtesy, and give such requests the highest priority.

**39. ACCREDITATION, TRAINING REQUIREMENTS & QUALITY ASSURANCE**

Contractor shall continuously meet or exceed the accreditation standards for Equipment Management and Clinical Respiratory Services for home care. Further, the Contractor must actively participate in VA initiated Quality Assurance activities to meet or exceed these standards.

The Contractor shall meet all Federal, State, and Local fire and life safety codes.

The Contractor agrees to maintain the minimum acceptable service, reporting systems and quality control as specified herein. Failure to comply with the specified terms and conditions and/or adverse reports from external monitoring agencies that indicate poor quality of care may be grounds for termination of the contract. Immediate notification [within twenty-four (24) hours] shall be given to the COR regarding adverse action by a regulatory agency.

Experience is preferred in successfully administering basic home oxygen and aerosol therapy to adult and geriatric patients to include nasal CPAP, BIPAP, and ventilator. The Contractor shall be responsible for coordinating, supervising and evaluating the care and services provided.

Periodic home visits shall be conducted on home oxygen patients by the VAMHCS staff to verify contract compliance. The COR may perform occasional unannounced visits each calendar quarter to inspect the Contractor's facility and review records to ascertain the contractor compliance with the performance requirements of the contract. The Contractor agrees to make available all records and documentation necessary during the monitoring visits.

The Contractor shall provide the COR with documented competency training to deliver prescribed supplies/cylinders/liquid oxygen (LOX) as required to each beneficiary as needed. All patients shall be visited at least every quarter and all equipment in the home must be maintained as recommended by the manufacturer.

At least once every three (3) months, the Contractor shall visit the VAMHCS beneficiaries to reassess equipment compliance, educational needs, etc. The written report(s) shall include at a minimum the following data:

- A. Name and social security number (SSN) of beneficiary using the equipment.
- B. Monitor compliance on prescription (LPM, hours per day)
- C. Type hours on concentrator \*Serial Numbers kept on file should be for VA owned equipment only. Serial Numbers for the rented equipment shall be the vendor's responsibility and kept on file in vendor's main office.
- D. Inspection results of liter flow rate in monitoring patient compliance (as compared to prescription).
- E. Inspection compliance of intake filters (exchange or clean by patient).
- F. Follow-up education and/or reinforcement of compliance documented.
- G. Revised plan of service as needed.

The report shall be developed, signed and dated by the COR and the VAMHCS beneficiary/caregiver. A copy shall be provided to the beneficiary. The reports shall be legible and attached to the invoice. All reports shall be submitted to the COR or designee in alphabetical order, with the monthly bills provide by the tenth (10<sup>th</sup>) business day of the month following service.

The Quality Management/Performance Improvement (QMPI) plan is designed to monitor contract compliance. The COR will implement the plan to provide effective and systematic surveillance of all aspects of delivery and set-up of home oxygen. The surveillance plan shall employ various monitoring methods. Forms to be used in carrying out the QMPI shall be provided at the post award meeting.

- a. Periodic Inspection: The contractor's facility, methodologies, and quality control procedures may be examined at any time during the life of the contract. Examinations shall be either scheduled or random findings documented by the COR, or authorized designee, on the survey checklist.
- b. Random Basic Inspection: Contract requirements shall be monitored on a random basis. The COR, or authorized designee, will randomly visit areas to check for compliance with contract requirements. Findings shall be recorded on the survey checklist.
- c. The objective of the QMPI is to evaluate how the Contractor is performing in key areas. Of primary inters is the quality of the services provided in accordance with contract requirements.

- d. Revisions to the QMPI are the joint responsibility of the COR, P&SA, Respiratory Therapy, and Interdisciplinary Home Oxygen Work Group.

#### **40. RESPIRATORY THERAPIST VISITS**

Contractor's Respiratory Therapist shall visit each patient's home at least once every three months (4 times per year) or more frequently, if needed, for the purpose of maintaining quality performance of the equipment and as ordered by the physician or authorized VA Respiratory Therapist. Vendor's Respiratory Therapist shall have the ability to communicate electronically w/ the Home O2 Coordinators via government approved encryption.(PKI)

#### **41. ADMINISTRATIVE REQUIREMENTS FOR CONTRACTOR EMPLOYEE COMPETENCIES & CONTRACTOR STAFFING & TESTING**

The Contractor shall develop, maintain, and make available for review, personnel folders on all employees performing under this contract; documenting the employee's training on standard precautions, equipment, experience, competencies (age related), license and credentials, to perform job assignments. These folders shall contain the Contractor's written personnel policies and procedures. The Contractor shall provide and document appropriate orientations programs for all employees involved in the delivery/recovery of oxygen equipment, e.g., safety and equipment management appropriate to the services provided, electrical requirements, backup systems, equipment safety checks, trouble shooting, equipment set up, infection control procedures, beneficiary confidentiality, customer service, and handling emergencies. The folder shall contain the Contractor's written performance improvement plan for all employees with ongoing monitors and routine reports of training and competence. A corresponding copy of the information shall be provided to the COR. The Contractor shall provide appropriate training for TB and Hepatitis with required testing.

#### **42. EMPLOYEE CERTIFICATION**

- A. The Contractor shall develop, maintain, and make available for review, personnel folders on all employees performing under this contract.
- B. The Contractor shall provide and document employee orientation, ongoing employee education, and ongoing assessment of employee competency for all employees involved with the delivery/recovery of equipment covered under this contract according to Joint Commission on Accreditation of Healthcare Organizations (JCAHO) standards.
- C. The Contractor shall provide COR with a list of all employees currently competent to perform delivery/recovery and patient education services at the time the contract is awarded. The COR shall inspect employee files at the time of the inspection of Contractor premises and vehicles.
- D. The Contractor shall educate, evaluate and document employee education in strict accordance with current JCAHO accreditation standards.
- E. Only employees that have been properly trained and who have demonstrated competency may perform equipment deliveries, recoveries, and patient education on the equipment.

- F. The Contractor shall be staffed and have sufficient supplies to render satisfactory and courteous service at all times to the beneficiary.
- G. The Contractor shall be responsible for the acts and omissions of his/her employees, his/her Sub-contractors or satellite offices and their employees. Sub-contractors are required to adhere to the requirements of this contract.
- H. Notwithstanding other contract requirements, upon request of the Contracting Officer, the Contractor will remove from the work site, any Contractor employee who does not comply with orientation requirements or meet competency requirements for the work being performed.
- I. When changes in Contractor personnel occur, the Contractor must provide evidence of orientation, the current competence assessment, and current performance evaluation.

**The Contractor shall provide continuing in-service education for each contract year and provide documentation to verify competency and certify training to the COR annually.**

#### **43. ORIENTATION PROGRAMS**

The Contractor shall provide and document the completion of appropriate orientation programs for all employees involved in the delivery and/or recovery of equipment and home care services. The Contractor shall insure that documentation exists to support job assignments, training orientation, staff competencies, patient age specific awareness, and experience of all staff. The Contractor shall have written personnel policies and procedures along with policies regarding licensure/certification in accordance with State requirements.

#### **44. PERSONNEL POLICY**

The Contractor shall assume full responsibility for the protection of its personnel furnishing services under this contract, in accordance with the personnel policy of the Contractor, such as providing worker's compensation, professional liability insurance, health examinations, income tax withholding, and social security payments. The parties agree that the contractor, its employees, agents, and subcontractors shall not be considered VA employees for any purpose.

#### **45. PERFORMANCE REQUIREMENTS**

The successful Offeror shall begin performance of this contract within thirty (30) calendar days after notice to proceed has been issued by the CO. A post-award meeting shall be scheduled between the COR, the incumbent contractor and the successor contractor to discuss the transition for those items in patient homes that are owned by the incumbent contractor. The conference agenda shall include:

- A. Performance Requirements
- B. Training Requirements and Schedules
- C. Certification of Personnel Qualifications, Licensure, and Competency Assessments
- D. Government furnished property, services, procedures, forms and reports
- E. Contractor furnished property, services, procedures, forms and reports
- F. Quality Assurance

For the purpose of performance orientation and site/equipment operation orientation, the Contractor shall attend a site visit to the Baltimore VAMHCS prior to implementation.

**46. UNSCHEDULED SITE VISITS**

The Contractor shall permit on-site visits by VA personnel and JCAHO surveyors accompanied by VA personnel for the purpose of monitoring and assessing contracted durable medical equipment and care/service provided.

VA owned CPAP/BiPAP units shall be inspected for compliance and operation: 90 days from initial set up. After 90 days the inspections shall be on an as needed basis.

**47. LOCAL STOCK**

The contractor shall maintain, in sufficient quantities, a local stock of all items called for under this contract.

In addition, the contractor will stock VA owned equipment and supplies to satisfy the requirements of this contract (i.e. CPAP, BiPAP, masks, etc) that are regulated by Federal mandatory contract compliance guidelines. The contractor shall notify the VA in sufficient time to reorder so that sufficient stock is maintained at all times so as to have no interruption or disruption of services to the VA or VA beneficiaries.

**48. CONTRACTOR PERSONNEL SECURITY REQUIREMENTS**

All Contractor employees and subcontractors working with sensitive VA information are subject to the same investigative requirements as those of regular VA appointees or employees who have access to the same type of data or information. These personnel shall be the subject of a background investigation and must receive a favorable adjudication from the VA Office of Security and Law Enforcement prior to contract performance. This requirement is applicable to all Subcontractor personnel requiring the same access. If the investigation is not completed prior to the start date of the contract, the prime Contractor will be responsible for the actions of those individuals they provide to perform work for VA.

Position Sensitivity - The position sensitivity shall be as designated by the VA Sponsor or Contracting Officer Technical Representative (COTR) assigned to the contract. Most investigations required are Low Risk although some key positions may be designated at higher levels. The risk level designations for public trust positions and the corresponding background investigation levels are defined in VA Directive 0710.

Performance - **Contract performance shall not commence prior to confirmation from the VA Security and Investigation Center (SIC) that the investigative documents have been submitted.** The SIC will notify the VA Contracting Officer, VA Sponsor (COTR), and the Contractor upon receipt of the appropriate investigative documents.

<b>Public Trust Risk Level Designation</b>	<b>Background Investigation Level</b>
Low Risk	National Agency Check with Written Inquiries (NACI)

Contractor Responsibilities - **The Contractor shall complete the required documents for each individual and provide a copy to the COTR and the Contracting Officer within Seven (7) days of contract award.** The information is necessary for the Contracting Officer or designee to initiate the investigation with the VA Security and Investigation Center (SIC) in a Contractor Request Database (CRD). Email contact information MUST be provided for the prime contractor point of contact responsible for ensuring completion of this contract requirement. Failure to provide this information to the COTR could result in the forms being returned by the SIC.

The Contractor shall submit or have their employees submit directly to the VA Security and Investigation Center (SIC) the necessary forms as instructed via an email from the CRD relative to the level of background investigation requested. Contractors shall be informed of due dates to complete all portions of the investigative package. Reminders notifications will be sent if the complete package is not submitted by the due date. The Contractor shall prescreen all personnel requiring access to the computer systems to ensure they are able to read, write, speak, and understand the English language. The Contractor shall inform the contract employee that when filling out Standard Form 85, that there should be **no gaps** in employment history. **Any gaps** in employment history on Standard Form 85 or 85P may result in the SIC rejecting the documentation for investigation.

The SIC provides a help desk and necessary forms via the VA forms web site, [http://www.va.gov/vaforms/search\\_action.asp](http://www.va.gov/vaforms/search_action.asp):

- Standard Form 85P, Questionnaire for Public Trust Positions
- Standard Form 85P-S, Supplemental Questionnaire for Selected Positions
- VA Form 0710, Authority for Release of Information Form
- Optional Form 306, Declaration for Federal Employment
- Optional Form 612, Optional Application for Federal Employment
- FFD258 U.S. Department of Justice Fingerprint Applicant Chart (hard copy) or **verification of electronic fingerprint** and (Local VA Form 10-5014 must be completed for obtaining fingerprints at the Carl T Hayden VA Medical Center – see attachments)

VA Law Enforcement Training Center/SIC  
Attn: Tony Allen or Donna Landrum, Contracts  
2200 Fort Roots Drive, Bldg. 104  
North Little Rock, AR 72114

Help Desk Phone: (501) 257-4160

The SIC help desk hour of operation are from 7:30 a.m. to 5:30 p.m. Eastern Time

Contractors who have a current favorable background investigation conducted by another Federal agency may be accepted through reciprocity. Members of the SIC staff will coordinate verification of existing favorable background investigations.

The Contractor shall bear the expense of obtaining background investigations. The Contractor shall reimburse the VA within 30 calendar days when billed by the VA.

Failure to comply with the Contractor personnel security requirements may result in termination of the contract for default.

Government Responsibilities:

The VA facility, Fiscal Services, will coordinate the invoices from VA Security on investigations and bill the Contractor. **In these instances, the Contractor will reimburse the VA facility within Thirty (30) calendar days.** A bill of collection will be prepared by the VA and forwarded to the Contractor for payment.

**Low Risk (NACI)** - \$270.00 – National Agency Check with Written Inquiries. The case is only open for 30 days except in rare occasions when something in the person's background requires an extension.

**Moderate Risk (MBI)** - \$994.00 – Minimum Background Investigation (moderate levels of public trust: e.g., access to facilities or sensitive data) The case has no set amount of time and is done by an actual investigator. We have seen them come back in 45 days or take as long as six months depending on the background of the subject.

**High Risk (BI)** - \$4,102.00 – Background Investigation (high public trust: e.g., access to mission critical data or patients) The case has no set amount of time and is done by an actual investigator. We have seen them come back in 60 days and take as long as a year depending on the background of the subject. The year time frame is rare.

The following contract provision is hereby incorporated with full force and effect as if included in the solicitation as applicable to the Dispensing Optical Fitter:

OFFICE OF INSPECTOR GENERAL (OIG) STATEMENT:

“Providers and contracting entities have an affirmative duty to check the program exclusion status of individuals and entities prior to entering into employment or contractual relationships, or run the risk of civil monetary penalties (CMP) liability if they fail to do so.” **The Contractor shall provide a signed annual report, to the:**

**Department of Veterans Affairs  
VHA Service Center Personnel Security  
6100 Oak Tree Blvd #500  
Independence, OH 44131  
216-447-8023**

Stating each individual or entity under this contract has been checked against the OIG List of Excluded Individuals/Entities <http://www.oig.hhs.gov/fraud/exclusions.html>

And found no individual or entity had been excluded from participation in Medicare, Medicaid and other Federal health care programs. The report will be due each year on the renewal date of the contract.

The following contract provision is hereby incorporated with full force and effect as if included in the solicitation as applicable to all contractor personnel:

STATEMENT OF COMMITMENT AND UNDERSTANDING

The contractor shall complete the attached training and certify completion of the training and understanding of their commitment to protect sensitive VA information obtained as a result of performance of this contract.

The following contract provision is hereby incorporated with full force and effect as if included in the solicitation as applicable to the Dispensing Optical Fitter: see Key personnel section.

**48. IT CONTRACT SECURITY - VA INFORMATION AND INFORMATION SYSTEM SECURITY/PRIVACY**

1. GENERAL

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

2. ACCESS TO VA INFORMATION AND VA INFORMATION SYSTEMS

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

b. All contractors, subcontractors, and third-party servicers and associates working with VA information are subject to the same investigative requirements as those of VA appointees or employees who have access to the same types of information. The level and process of background security investigations for contractors must be in accordance with VA Directive and Handbook 0710, Personnel Suitability and Security Program. The Office for Operations, Security, and Preparedness is responsible for these policies and procedures.

c. Contract personnel who require access to national security programs must have a valid security clearance. National Industrial Security Program (NISP) was established by Executive Order 12829 to ensure that cleared U.S. defense industry contract personnel safeguard the classified information in their possession while performing work on contracts, programs, bids, or research and development efforts. The Department of Veterans Affairs does not have a Memorandum of Agreement with Defense Security Service (DSS). Verification of a Security Clearance must be processed through the Special Security Officer located in the Planning and National Security Service within the Office of Operations, Security, and Preparedness.

d. Custom software development and outsourced operations must be located in the U.S. to the maximum extent practical. If such services are proposed to be performed abroad and are not disallowed by other VA policy or mandates, the contractor/subcontractor must state where all non-U.S. services are provided and detail a security plan, deemed to be acceptable by VA, specifically to address mitigation of the resulting problems of communication, control, data protection, and so forth. Location within the U.S. may be an evaluation factor.

e. The contractor or subcontractor must notify the Contracting Officer immediately when an employee working on a VA system or with access to VA information is reassigned or leaves the contractor or subcontractor's employ. The Contracting Officer must also be notified immediately by the contractor or subcontractor prior to an unfriendly termination.

### 3. VA INFORMATION CUSTODIAL LANGUAGE

a. Information made available to the contractor or subcontractor by VA for the performance or administration of this contract or information developed by the contractor/subcontractor in performance or administration of the contract shall be used only for those purposes and shall not be used in any other way without the prior written agreement of the VA. This clause expressly limits the contractor/subcontractor's rights to use data as described in Rights in Data - General, FAR 52.227-14(d) (1).

b. VA information should not be co-mingled, if possible, with any other data on the contractors/subcontractor's information systems or media storage systems in order to ensure VA requirements related to data protection and media sanitization can be met. If co-mingling must be allowed to meet the requirements of the business need, the contractor must ensure that VA's information is returned to the VA or destroyed in accordance with VA's sanitization requirements. VA reserves the right to conduct on-site inspections of contractor and subcontractor IT resources to ensure data security controls, separation of data and job duties, and destruction/media sanitization procedures are in compliance with VA directive requirements.

c. Prior to termination or completion of this contract, contractor/ subcontractor must not destroy information received from VA, or gathered/ created by the contractor in the course of performing this contract without prior written approval by the VA. Any data destruction done on behalf of VA by a

contractor/subcontractor must be done in accordance with National Archives and Records Administration (NARA) requirements as outlined in VA Directive 6300, Records and Information Management and its Handbook 6300.1 Records Management Procedures, applicable VA Records Control Schedules, and VA Handbook 6500.1, Electronic Media Sanitization. Self-certification by the contractor that the data destruction requirements above have been met must be sent to the VA Contracting Officer within 30 days of termination of the contract.

d. The contractor/subcontractor must receive, gather, store, back up, maintain, use, disclose and dispose of VA information only in compliance with the terms of the contract and applicable Federal and VA information confidentiality and security laws, regulations and policies. If Federal or VA information confidentiality and security laws, regulations and policies become applicable to the VA information or information systems after execution of the contract, or if NIST issues or updates applicable FIPS or Special Publications (SP) after execution of this contract, the parties agree to negotiate in good faith to implement the information confidentiality and security laws, regulations and policies in this contract.

e. The contractor/subcontractor shall not make copies of VA information except as authorized and necessary to perform the terms of the agreement or to preserve electronic information stored on contractor/subcontractor electronic storage media for restoration in case any electronic equipment or data used by the contractor/subcontractor needs to be restored to an operating state. If copies are made for restoration purposes, after the restoration is complete, the copies must be appropriately destroyed.

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

g. If a VHA contract is terminated for cause, the associated BAA must also be terminated and appropriate actions taken in accordance with VHA Handbook 1600.01, Business Associate Agreements. Absent an agreement to use or disclose protected health information, there is no business associate relationship.

h. The contractor/subcontractor must store, transport, or transmit VA sensitive information in an encrypted form, using VA-approved encryption tools that are, at a minimum, FIPS 140-2 validated.

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

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

k. Notwithstanding the provision above, the contractor/subcontractor shall not release VA records protected by Title 38 U.S.C. 5705, confidentiality of medical quality assurance records and/or Title 38 U.S.C. 7332, confidentiality of certain health records pertaining to drug addiction, sickle cell anemia, alcoholism or alcohol abuse, or infection with human immunodeficiency virus. If the contractor/subcontractor is in receipt of a court order or other requests for the above mentioned

information, that contractor/subcontractor shall immediately refer such court orders or other requests to the VA contracting officer for response.

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

#### 4. INFORMATION SYSTEM DESIGN AND DEVELOPMENT

a. Information systems that are designed or developed for or on behalf of VA at non-VA facilities shall comply with all VA directives developed in accordance with FISMA, HIPAA, NIST, and related VA security and privacy control requirements for Federal information systems. This includes standards for the protection of electronic PHI, outlined in 45 C.F.R. Part 164, Subpart C, information and system security categorization level designations in accordance with FIPS 199 and FIPS 200 with implementation of all baseline security controls commensurate with the FIPS 199 system security categorization (reference Appendix D of VA Handbook 6500, VA Information Security Program). During the development cycle a Privacy Impact Assessment (PIA) must be completed, provided to the COTR, and approved by the VA Privacy Service in accordance with Directive 6507, VA Privacy Impact Assessment.

b. The contractor/subcontractor shall certify to the COTR that applications are fully functional and operate correctly as intended on systems using the VA Federal Desktop Core Configuration (FDCC), and the common security configuration guidelines provided by NIST or the VA. This includes Internet Explorer 7 configured to operate on Windows XP and Vista (in Protected Mode on Vista) and future versions, as required.

c. The standard installation, operation, maintenance, updating, and patching of software shall not alter the configuration settings from the VA approved and FDCC configuration. Information technology staff must also use the Windows Installer Service for installation to the default "program files" directory and silently install and uninstall.

d. Applications designed for normal end users shall run in the standard user context without elevated system administration privileges.

e. The security controls must be designed, developed, approved by VA, and implemented in accordance with the provisions of VA security system development life cycle as outlined in NIST Special Publication 800-37, Guide for Applying the Risk Management Framework to Federal Information Systems, VA Handbook 6500, Information Security Program and VA Handbook 6500.5, Incorporating Security and Privacy in System Development Lifecycle.

f. The contractor/subcontractor is required to design, develop, or operate a System of Records Notice (SOR) on individuals to accomplish an agency function subject to the Privacy Act of 1974, (as amended), Public Law 93-579, December 31, 1974 (5 U.S.C. 552a) and applicable agency regulations. Violation of the Privacy Act may involve the imposition of criminal and civil penalties.

g. The contractor/subcontractor agrees to:

(1) Comply with the Privacy Act of 1974 (the Act) and the agency rules and regulations issued under the Act in the design, development, or operation of any system of records on individuals to accomplish an agency function when the contract specifically identifies:

(a) The Systems of Records (SOR); and

(b) The design, development, or operation work that the contractor/ subcontractor is to perform;

(1) Include the Privacy Act notification contained in this contract in every solicitation and resulting subcontract and in every subcontract awarded without a solicitation, when the work statement in the proposed subcontract requires the redesign, development, or operation of a SOR on individuals that is subject to the Privacy Act; and

(2) Include this Privacy Act clause, including this subparagraph (3), in all subcontracts awarded under this contract which requires the design, development, or operation of such a SOR.

h. In the event of violations of the Act, a civil action may be brought against the agency involved when the violation concerns the design, development, or operation of a SOR on individuals to accomplish an agency function, and criminal penalties may be imposed upon the officers or employees of the agency when the violation concerns the operation of a SOR on individuals to accomplish an agency function. For purposes of the Act, when the contract is for the operation of a SOR on individuals to accomplish an agency function, the contractor/subcontractor is considered to be an employee of the agency.

(1) "Operation of a System of Records" means performance of any of the activities associated with maintaining the SOR, including the collection, use, maintenance, and dissemination of records.

(2) "Record" means any item, collection, or grouping of information about an individual that is maintained by an agency, including, but not limited to, education, financial transactions, medical history, and criminal or employment history and contains the person's name, or identifying number, symbol, or any other identifying particular assigned to the individual, such as a fingerprint or voiceprint, or a photograph.

(3) "System of Records" means a group of any records under the control of any agency from which information is retrieved by the name of the individual or by some identifying number, symbol, or other identifying particular assigned to the individual.

i. The vendor shall ensure the security of all procured or developed systems and technologies, including their subcomponents (hereinafter referred to as "Systems"), throughout the life of this contract and any extension, warranty, or maintenance periods. This includes, but is not limited to workarounds, patches, hotfixes, upgrades, and any physical components (hereafter referred to as Security Fixes) which may be necessary to fix all security vulnerabilities published or known to the vendor anywhere in the Systems, including Operating Systems and firmware. The vendor shall ensure that Security Fixes shall not negatively impact the Systems.

j. The vendor shall notify VA within 24 hours of the discovery or disclosure of successful exploits of the vulnerability which can compromise the security of the Systems (including the confidentiality or integrity of its data and operations, or the availability of the system). Such issues shall be remediated as quickly as is practical, but in no event longer than days.

k. When the Security Fixes involve installing third party patches (such as Microsoft OS patches or Adobe Acrobat), the vendor will provide written notice to the VA that the patch has been validated as not affecting the Systems within 10 working days. When the vendor is responsible for operations or maintenance of the Systems, they shall apply the Security Fixes within days.

l. All other vulnerabilities shall be remediated as specified in this paragraph in a timely manner based on risk, but within 60 days of discovery or disclosure. Exceptions to this paragraph (e.g. for the convenience of VA) shall only be granted with approval of the contracting officer and the VA Assistant Secretary for Office of Information and Technology.

## 5. INFORMATION SYSTEM HOSTING, OPERATION, MAINTENANCE, OR USE

a. For information systems that are hosted, operated, maintained, or used on behalf of VA at non-VA facilities, contractors/subcontractors are fully responsible and accountable for ensuring compliance with all HIPAA, Privacy Act, FISMA, NIST, FIPS, and VA security and privacy directives and handbooks. This includes conducting compliant risk assessments, routine vulnerability scanning, system patching and change management procedures, and the completion of an acceptable contingency plan for each system. The contractor's security control procedures must be equivalent, to those procedures used to secure VA systems. A Privacy Impact Assessment (PIA) must also be provided to the COTR and approved by VA Privacy Service prior to operational approval. All external Internet connections to VA's network involving VA information must be reviewed and approved by VA prior to implementation.

b. Adequate security controls for collecting, processing, transmitting, and storing of Personally Identifiable Information (PII), as determined by the VA Privacy Service, must be in place, tested, and approved by VA prior to hosting, operation, maintenance, or use of the information system, or systems by or on behalf of VA. These security controls are to be assessed and stated within the PIA and if these controls are determined not to be in place, or inadequate, a Plan of Action and Milestones (POA&M) must be submitted and approved prior to the collection of PII.

c. Outsourcing (contractor facility, contractor equipment or contractor staff) of systems or network operations, telecommunications services, or other managed services requires certification and accreditation (authorization) (C&A) of the contractor's systems in accordance with VA Handbook 6500.3, Certification and Accreditation and/or the VA OCS Certification Program Office. Government- owned (government facility or government equipment) contractor-operated systems, third party or business partner networks require memorandums of understanding and interconnection agreements (MOU-ISA) which detail what data types are shared, who has access, and the appropriate level of security controls for all systems connected to VA networks.

d. The contractor/subcontractor's system must adhere to all FISMA, FIPS, and NIST standards related to the annual FISMA security controls assessment and review and update the PIA. Any deficiencies noted during this assessment must be provided to the VA contracting officer and the ISO for entry into VA's POA&M management process. The contractor/subcontractor must use VA's POA&M process to document planned remedial actions to address any deficiencies in information security policies, procedures, and practices, and the completion of those activities. Security deficiencies must be corrected within the timeframes approved by the government. Contractor/subcontractor procedures are subject to periodic, unannounced assessments by VA officials, including the VA Office of Inspector General. The physical security aspects associated with contractor/ subcontractor activities must also be subject to such assessments. If major changes to the system occur that may affect the privacy or security of the data or the system, the C&A of the system may need to be reviewed, retested and re- authorized per VA

Handbook 6500.3. This may require reviewing and updating all of the documentation (PIA, System Security Plan, and Contingency Plan). The Certification Program Office can provide guidance on whether a new C&A would be necessary.

e. The contractor/subcontractor must conduct an annual self-assessment on all systems and outsourced services as required. Both hard copy and electronic copies of the assessment must be provided to the COTR. The government reserves the right to conduct such an assessment using government personnel or another contractor/subcontractor. The contractor/subcontractor must take appropriate and timely action (this can be specified in the contract) to correct or mitigate any weaknesses discovered during such testing, generally at no additional cost.

f. VA prohibits the installation and use of personally-owned or contractor/ subcontractor-owned equipment or software on VA's network. If non-VA owned equipment must be used to fulfill the requirements of a contract, it must be stated in the service agreement, SOW or contract. All of the security controls required for government furnished equipment (GFE) must be utilized in approved other equipment (OE) and must be funded by the owner of the equipment. All remote systems must be equipped with, and use, a VA-approved antivirus (AV) software and a personal (host-based or enclave based) firewall that is configured with a VA-approved configuration. Software must be kept current, including all critical updates and patches. Owners of approved OE are responsible for providing and maintaining the anti-viral software and the firewall on the non-VA owned OE.

g. All electronic storage media used on non-VA leased or non-VA owned IT equipment that is used to store, process, or access VA information must be handled in adherence with VA Handbook 6500.1, Electronic Media Sanitization upon: (i) completion or termination of the contract or (ii) disposal or return of the IT equipment by the contractor/subcontractor or any person acting on behalf of the contractor/subcontractor, whichever is earlier. Media (hard drives, optical disks, CDs, back-up tapes, etc.) used by the contractors/ subcontractors that contain VA information must be returned to the VA for sanitization or destruction or the contractor/subcontractor must self-certify that the media has been disposed of per 6500.1 requirements. This must be completed within 30 days of termination of the contract.

h. Bio-Medical devices and other equipment or systems containing media (hard drives, optical disks, etc.) with VA sensitive information must not be returned to the vendor at the end of lease, for trade-in, or other purposes. The options are:

- (1) Vendor must accept the system without the drive;
- (2) VA's initial medical device purchase includes a spare drive which must be installed in place of the original drive at time of turn-in; or
- (3) VA must reimburse the company for media at a reasonable open market replacement cost at time of purchase.
- (4) Due to the highly specialized and sometimes proprietary hardware and software associated with medical equipment/systems, if it is not possible for the VA to retain the hard drive, then;

(a) The equipment vendor must have an existing BAA if the device being traded in has sensitive information stored on it and hard drive(s) from the system are being returned physically intact; and

(b) Any fixed hard drive on the device must be non-destructively sanitized to the greatest extent possible without negatively impacting system operation. Selective clearing down to patient data folder level is recommended using VA approved and validated overwriting technologies/methods/tools. Applicable media sanitization specifications need to be pre-approved and described in the purchase order or contract.

(c) A statement needs to be signed by the Director (System Owner) that states that the drive could not be removed and that (a) and (b) controls above are in place and completed. The ISO needs to maintain the documentation.

## 6. SECURITY INCIDENT INVESTIGATION

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

b. To the extent known by the contractor/subcontractor, the contractor/ subcontractor's notice to VA shall identify the information involved, the circumstances surrounding the incident (including to whom, how, when, and where the VA information or assets were placed at risk or compromised), and any other information that the contractor/subcontractor considers relevant.

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

d. In instances of theft or break-in or other criminal activity, the contractor/subcontractor must concurrently report the incident to the appropriate law enforcement entity (or entities) of jurisdiction, including the VA OIG and Security and Law Enforcement. The contractor, its employees, and its subcontractors and their employees shall cooperate with VA and any law enforcement authority responsible for the investigation and prosecution of any possible criminal law violation(s) associated with any incident. The contractor/subcontractor shall cooperate with VA in any civil litigation to recover VA information, obtain monetary or other compensation from a third party for damages arising from any incident, or obtain injunctive relief against any third party arising from, or related to, the incident.

## 7. LIQUIDATED DAMAGES FOR DATA BREACH

a. Consistent with the requirements of 38 U.S.C. 5725, a contract may require access to sensitive personal information. If so, the contractor is liable to VA for liquidated damages in the event of a data breach or privacy incident involving any SPI the contractor/subcontractor processes or maintains under this contract.

b. The contractor/subcontractor shall provide notice to VA of a "security incident" as set forth in the Security Incident Investigation section above. Upon such notification, VA must secure from a non-Department entity or the VA Office of Inspector General an independent risk analysis of the data breach to determine the level of risk associated with the data breach for the potential misuse of any sensitive personal information involved in the data breach. The term 'data breach' means the loss, theft, or other unauthorized access, or any access other than that incidental to the scope of employment, to data containing sensitive personal information, in electronic or printed form, that results in the potential compromise of the confidentiality or integrity of the data. Contractor shall fully cooperate with the entity performing the risk analysis. Failure to cooperate may be deemed a material breach and grounds for contract termination.

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

- (1) Nature of the event (loss, theft, unauthorized access);
- (2) Description of the event, including:
  - (a) Date of occurrence;
  - (b) Data elements involved, including any PII, such as full name, social security number, date of birth, home address, account number, disability code;
- (3) Number of individuals affected or potentially affected;
- (4) Names of individuals or groups affected or potentially affected;
- (5) Ease of logical data access to the lost, stolen or improperly accessed data in light of the degree of protection for the data, e.g., unencrypted, plain text;
- (6) Amount of time the data has been out of VA control;
- (7) The likelihood that the sensitive personal information will or has been compromised (made accessible to and usable by unauthorized persons);
- (8) Known misuses of data containing sensitive personal information, if any;
- (9) Assessment of the potential harm to the affected individuals;
- (10) Data breach analysis as outlined in 6500.2 Handbook, Management of Security and Privacy Incidents, as appropriate; and
- (11) Whether credit protection services may assist record subjects in avoiding or mitigating the results of identity theft based on the sensitive personal information that may have been compromised.

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

- (1) Notification;

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

#### 8. SECURITY CONTROLS COMPLIANCE TESTING

On a periodic basis, VA, including the Office of Inspector General, reserves the right to evaluate any or all of the security controls and privacy practices implemented by the contractor under the clauses contained within the contract. With 10 working-day's notice, at the request of the government, the contractor must fully cooperate and assist in a government-sponsored security controls assessment at each location wherein VA information is processed or stored, or information systems are developed, operated, maintained, or used on behalf of VA, including those initiated by the Office of Inspector General. The government may conduct a security control assessment on shorter notice (to include unannounced assessments) as determined by VA in the event of a security incident or at any other time.

#### 9. TRAINING

a. All contractor employees and subcontractor employees requiring access to VA information and VA information systems shall complete the following before being granted access to VA information and its systems:

- (1) Sign and acknowledge (either manually or electronically) understanding of and responsibilities for compliance with the Contractor Rules of Behavior, Appendix E relating to access to VA information and information systems;
- (2) Successfully complete the VA Cyber Security Awareness and Rules of Behavior training and annually complete required security training;
- (3) Successfully complete the appropriate VA privacy training and annually complete required privacy training; and
- (4) Successfully complete any additional cyber security or privacy training, as required for VA personnel with equivalent information system access [to be defined by the VA program official and provided to the contracting officer for inclusion in the solicitation document - e.g., any role-based information security training required in accordance with NIST Special Publication 800-16, Information Technology Security Training Requirements.]

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

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

## SECTION C - CONTRACT CLAUSES

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

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

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

#### **C.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):

<http://www.acquisition.gov/far/index.html>

<http://www.va.gov/oal/library/vaar/>

(End of Clause)

#### **C.2 52.204-4 PRINTED OR COPIED DOUBLE-SIDED ON POSTCONSUMER FIBER CONTENT PAPER (MAY 2011)**

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

"Postconsumer fiber" means— (1) Paper, paperboard, and fibrous materials from retail stores, office buildings, homes, and so forth, after they have passed through their end-usage as a consumer item, including: used corrugated boxes; old newspapers; old magazines; mixed waste paper; tabulating cards; and used cordage; or

(2) All paper, paperboard, and fibrous materials that enter and are collected from municipal solid waste; but not

(3) Fiber derived from printers' over-runs, converters' scrap, and over-issue publications.

(b) The Contractor is required to submit paper documents, such as offers, letters, or reports that are printed or copied double-sided on paper containing at least 30 percent postconsumer fiber, whenever practicable, when not using electronic commerce methods to submit information or data to the Government.

(End of Clause)

#### **C.3 52.204-9 PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2011)**

(a) The Contractor shall comply with agency personal identity verification procedures identified in the contract that implement Homeland Security Presidential Directive-12 (HSPD-12), Office of Management

and Budget (OMB) guidance M-05-24, and Federal Information Processing Standards Publication (FIPS PUB) Number 201.

(b) The Contractor shall account for all forms of Government-provided identification issued to the Contractor employees in connection with performance under this contract. The Contractor shall return such identification to the issuing agency at the earliest of any of the following, unless otherwise determined by the Government:

- (1) When no longer needed for contract performance.
- (2) Upon completion of the Contractor employee's employment.
- (3) Upon contract completion or termination.

(c) The Contracting Officer may delay final payment under a contract if the Contractor fails to comply with these requirements.

(d) The Contractor shall insert the substance of this clause, including this paragraph (d), in all subcontracts when the subcontractor's employees are required to have routine physical access to a Federally-controlled facility and/or routine access to a Federally-controlled information system. It shall be the responsibility of the prime Contractor to return such identification to the issuing agency in accordance with the terms set forth in paragraph (b) of this section, unless otherwise approved in writing by the Contracting Officer.

(End of Clause)

#### **C.4 52.216-18 ORDERING (OCT 1995)**

(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 the effective date of the contract through the end of the effective period.

(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) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(End of Clause)

#### **C.5 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 \$100.00, 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 \$5,000.00;
- (2) Any order for a combination of items in excess of \$100,000.00; or

(3) A series of orders from the same ordering office within 3 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 3 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.6 52.216-22 INDEFINITE QUANTITY (OCT 1995)**

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

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

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

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

(End of Clause)

### **C.7 52.217-5 EVALUATION OF OPTIONS (JUL 1990)**

Except when it is determined in accordance with FAR 17.206(b) not to be in the Government's best interests, the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).

(End of Provision)

**C.8 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.9 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)**

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

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

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

(End of Clause)

<u>FAR Number</u>	<u>Title</u>	<u>Date</u>
52.224-1	PRIVACY ACT NOTIFICATION	APR 1984
52.224-2	PRIVACY ACT	APR 1984

**C.10 52.228-5 INSURANCE—WORK ON A GOVERNMENT INSTALLATION (JAN 1997)**

(a) The Contractor shall, at its own expense, provide and maintain during the entire performance of this contract, at least the kinds and minimum amounts of insurance required in the Schedule or elsewhere in the contract.

(b) Before commencing work under this contract, the Contractor shall notify the Contracting Officer in writing that the required insurance has been obtained. The policies evidencing required insurance shall contain an endorsement to the effect that any cancellation or any material change adversely affecting the Government's interest shall not be effective—

(1) For such period as the laws of the State in which this contract is to be performed prescribe; or

(2) Until 30 days after the insurer or the Contractor gives written notice to the Contracting Officer, whichever period is longer.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in subcontracts under this contract that require work on a Government installation and shall require subcontractors to provide and maintain the insurance required in the Schedule or elsewhere in the contract. The Contractor

shall maintain a copy of all subcontractors' proofs of required insurance, and shall make copies available to the Contracting Officer upon request.

(End of Clause)

<u>FAR Number</u>	<u>Title</u>	<u>Date</u>
52.232-18	AVAILABILITY OF FUNDS	APR 1984

**C.11 52.232-19 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR (APR 1984)**

Funds are not presently available for performance under this contract beyond September 30. The Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond September 30, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

(End of Clause)

<u>FAR Number</u>	<u>Title</u>	<u>Date</u>
52.232-40	PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS	DEC 2013
52.203-17	CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS	APR 2014

**C.12 SUPPLEMENTAL INSURANCE REQUIREMENTS**

In accordance with FAR 28.307-2 and FAR 52.228-5, the following minimum coverage shall apply to this contract:

(a) Workers' compensation and employers liability: Contractors are required to comply with applicable Federal and State workers' compensation and occupational disease statutes. If occupational diseases are not compensable under those statutes, they shall be covered under the employer's liability section of the insurance policy, except when contract operations are so commingled with a Contractor's commercial operations that it would not be practical to require this coverage. Employer's liability coverage of at least \$100,000 is required, except in States with exclusive or monopolistic funds that do not permit workers' compensation to be written by private carriers.

(b) General Liability: \$500,000.00 per occurrences.

(c) Automobile liability: \$200,000.00 per person; \$500,000.00 per occurrence and \$20,000.00 property damage.

(d) The successful bidder must present to the Contracting Officer, prior to award, evidence of general liability insurance without any exclusionary clauses for asbestos that would void the general liability coverage.

(End of Clause)

**FAR**  
**Number**  
52.237-3

**Title**  
CONTINUITY OF SERVICES

**Date**  
JAN 1991

### **C.13 52.245-1 GOVERNMENT PROPERTY (APR 2012)**

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

"Cannibalize" means to remove parts from Government property for use or for installation on other Government property.

"Contractor-acquired property" means property acquired, fabricated, or otherwise provided by the Contractor for performing a contract, and to which the Government has title.

"Contractor inventory" means—

(1) Any property acquired by and in the possession of a Contractor or subcontractor under a contract for which title is vested in the Government and which exceeds the amounts needed to complete full performance under the entire contract;

(2) Any property that the Government is obligated or has the option to take over under any type of contract, e.g., as a result either of any changes in the specifications or plans thereunder or of the termination of the contract (or subcontract thereunder), before completion of the work, for the convenience or at the option of the Government; and

(3) Government-furnished property that exceeds the amounts needed to complete full performance under the entire contract.

(4) "Contractor's managerial personnel" means the Contractor's directors, officers, managers, superintendents, or equivalent representatives who have supervision or direction of—

(1) All or substantially all of the Contractor's business;

(2) All or substantially all of the Contractor's operation at any one plant or separate location; or

(3) A separate and complete major industrial operation.

"Demilitarization" means rendering a product unusable for, and not restorable to, the purpose for which it was designed or is customarily used.

"Discrepancies incident to shipment" means any differences (e.g., count or condition) between the items documented to have been shipped and items actually received.

"Equipment" means a tangible item that is functionally complete for its intended purpose, durable, nonexpendable, and needed for the performance of a contract. Equipment is not intended for sale, and does not ordinarily lose its identity or become a component part of another article when put into use. Equipment does not include material, real property, special test equipment or special tooling.

"Government-furnished property" means property in the possession of, or directly acquired by, the Government and subsequently furnished to the Contractor for performance of a contract. Government-furnished property includes, but is not limited to, spares and property furnished for repair, maintenance, overhaul, or modification. Government-furnished property also includes contractor-acquired property if

the contractor-acquired property is a deliverable under a cost contract when accepted by the Government for continued use under the contract.

"Government property" means all property owned or leased by the Government. Government property includes both Government-furnished and Contractor-acquired property. Government property includes material, equipment, special tooling, special test equipment, and real property. Government property does not include intellectual property and software.

"Loss of Government property" means unintended, unforeseen or accidental loss, damage or destruction to Government property that reduces the Government's expected economic benefits of the property. Loss of Government property does not include purposeful destructive testing, obsolescence, normal wear and tear or manufacturing defects. Loss of Government property includes, but is not limited to—

- (1) Items that cannot be found after a reasonable search;
- (2) Theft;
- (3) Damage resulting in unexpected harm to property requiring repair to restore the item to usable condition; or
- (4) Destruction resulting from incidents that render the item useless for its intended purpose or beyond economical repair.

"Material" means property that may be consumed or expended during the performance of a contract, component parts of a higher assembly, or items that lose their individual identity through incorporation into an end item. Material does not include equipment, special tooling, special test equipment or real property.

"Nonseverable" means property that cannot be removed after construction or installation without substantial loss of value or damage to the installed property or to the premises where installed.

"Precious metals" means silver, gold, platinum, palladium, iridium, osmium, rhodium, and ruthenium.

"Production scrap" means unusable material resulting from production, engineering, operations and maintenance, repair, and research and development contract activities. Production scrap may have value when re-melted or reprocessed, e.g., textile and metal clippings, borings, and faulty castings and forgings.

"Property" means all tangible property, both real and personal.

"Property Administrator" means an authorized representative of the Contracting Officer appointed in accordance with agency procedures, responsible for administering the contract requirements and obligations relating to Government property in the possession of a Contractor.

"Property records" means the records created and maintained by the contractor in support of its stewardship responsibilities for the management of Government property.

"Provide" means to furnish, as in Government-furnished property, or to acquire, as in contractor-acquired property.

"Real property". See Federal Management Regulation 102-71.20 (41 CFR 102-71.20).

"Sensitive property" means property potentially dangerous to the public safety or security if stolen, lost, or misplaced, or that shall be subject to exceptional physical security, protection, control, and accountability. Examples include weapons, ammunition, explosives, controlled substances, radioactive materials, hazardous materials or wastes, or precious metals.

"Unit acquisition cost" means—

(1) For Government-furnished property, the dollar value assigned by the Government and identified in the contract; and

(2) For contractor-acquired property, the cost derived from the Contractor's records that reflect consistently applied generally accepted accounting principles.

(b) *Property management.*

(1) The Contractor shall have a system of internal controls to manage (control, use, preserve, protect, repair, and maintain) Government property in its possession. The system shall be adequate to satisfy the requirements of this clause. In doing so, the Contractor shall initiate and maintain the processes, systems, procedures, records, and methodologies necessary for effective and efficient control of Government property. The Contractor shall disclose any significant changes to its property management system to the Property Administrator prior to implementation of the changes. The Contractor may employ customary commercial practices, voluntary consensus standards, or industry-leading practices and standards that provide effective and efficient Government property management that are necessary and appropriate for the performance of this contract (except where inconsistent with law or regulation).

(2) The Contractor's responsibility extends from the initial acquisition and receipt of property, through stewardship, custody, and use until formally relieved of responsibility by authorized means, including delivery, consumption, expending, sale (as surplus property), or other disposition, or via a completed investigation, evaluation, and final determination for lost property. This requirement applies to all Government property under the Contractor's accountability, stewardship, possession or control, including its vendors or subcontractors (see paragraph (f)(1)(v) of this clause).

(3) The Contractor shall include the requirements of this clause in all subcontracts under which Government property is acquired or furnished for subcontract performance.

(4) The Contractor shall establish and maintain procedures necessary to assess its property management system effectiveness and shall perform periodic internal reviews, surveillances, self assessments, or audits. Significant findings or results of such reviews and audits pertaining to Government property shall be made available to the Property Administrator.

(c) *Use of Government property.*

(1) The Contractor shall use Government property, either furnished or acquired under this contract, only for performing this contract, unless otherwise provided for in this contract or approved by the Contracting Officer.

(2) Modifications or alterations of Government property are prohibited, unless they are—

(i) Reasonable and necessary due to the scope of work under this contract or its terms and conditions;

(ii) Required for normal maintenance; or

(iii) Otherwise authorized by the Contracting Officer.

(3) The Contractor shall not cannibalize Government property unless otherwise provided for in this contract or approved by the Contracting Officer.

(d) *Government-furnished property.*

(1) The Government shall deliver to the Contractor the Government-furnished property described in this contract. The Government shall furnish related data and information needed for the intended use of the property. The warranties of suitability of use and timely delivery of Government-furnished property do not apply to property acquired or fabricated by the Contractor as contractor-acquired property and subsequently transferred to another contract with this Contractor.

(2) The delivery and/or performance dates specified in this contract are based upon the expectation that the Government-furnished property will be suitable for contract performance and will be delivered to the Contractor by the dates stated in the contract.

(i) If the property is not delivered to the Contractor by the dates stated in the contract, the Contracting Officer shall, upon the Contractor's timely written request, consider an equitable adjustment to the contract.

(ii) In the event property is received by the Contractor, or for Government-furnished property after receipt and installation, in a condition not suitable for its intended use, the Contracting Officer shall, upon the Contractor's timely written request, advise the Contractor on a course of action to remedy the problem. Such action may include repairing, replacing, modifying, returning, or otherwise disposing of the property at the Government's expense. Upon completion of the required action(s), the Contracting Officer shall consider an equitable adjustment to the contract (see also paragraph (f)(1)(ii)(A) of this clause).

(iii) The Government may, at its option, furnish property in an "as-is" condition. The Contractor will be given the opportunity to inspect such property prior to the property being provided. In such cases, the Government makes no warranty with respect to the serviceability and/or suitability of the property for contract performance. Any repairs, replacement, and/or refurbishment shall be at the Contractor's expense.

(3)(i) The Contracting Officer may by written notice, at any time—

(A) Increase or decrease the amount of Government-furnished property under this contract;

(B) Substitute other Government-furnished property for the property previously furnished, to be furnished, or to be acquired by the Contractor for the Government under this contract; or

(C) Withdraw authority to use property.

(ii) Upon completion of any action(s) under paragraph (d)(3)(i) of this clause, and the Contractor's timely written request, the Contracting Officer shall consider an equitable adjustment to the contract.

(e) *Title to Government property.* (1) All Government-furnished property and all property acquired by the Contractor, title to which vests in the Government under this paragraph (collectively referred to as "Government property"), is subject to the provisions of this clause. The Government shall retain title to all Government-furnished property. Title to Government property shall not be affected by its incorporation

into or attachment to any property not owned by the Government, nor shall Government property become a fixture or lose its identity as personal property by being attached to any real property.

(2) Title vests in the Government for all property acquired or fabricated by the Contractor in accordance with the financing provisions or other specific requirements for passage of title in the contract. Under fixed price type contracts, in the absence of financing provisions or other specific requirements for passage of title in the contract, the Contractor retains title to all property acquired by the Contractor for use on the contract, except for property identified as a deliverable end item. If a deliverable item is to be retained by the Contractor for use after inspection and acceptance by the Government, it shall be made accountable to the contract through a contract modification listing the item as Government-furnished property.

(3) *Title under Cost-Reimbursement or Time-and-Material Contracts or Cost-Reimbursable contract line items under Fixed-Price contracts.* (i) Title to all property purchased by the Contractor for which the Contractor is entitled to be reimbursed as a direct item of cost under this contract shall pass to and vest in the Government upon the vendor's delivery of such property.

(ii) Title to all other property, the cost of which is reimbursable to the Contractor, shall pass to and vest in the Government upon—

(A) Issuance of the property for use in contract performance;

(B) Commencement of processing of the property for use in contract performance; or

(C) Reimbursement of the cost of the property by the Government, whichever occurs first.

(f) *Contractor plans and systems.*

(1) Contractors shall establish and implement property management plans, systems, and procedures at the contract, program, site or entity level to enable the following outcomes:

(i) *Acquisition of Property.* The Contractor shall document that all property was acquired consistent with its engineering, production planning, and property control operations.

(ii) *Receipt of Government Property.* The Contractor shall receive Government property and document the receipt, record the information necessary to meet the record requirements of paragraph (f)(1)(iii)(A)(1) through (5) of this clause, identify as Government owned in a manner appropriate to the type of property (e.g., stamp, tag, mark, or other identification), and manage any discrepancies incident to shipment.

(A) *Government-furnished property.* The Contractor shall furnish a written statement to the Property Administrator containing all relevant facts, such as cause or condition and a recommended course(s) of action, if overages, shortages, or damages and/or other discrepancies are discovered upon receipt of Government-furnished property.

(B) *Contractor-acquired property.* The Contractor shall take all actions necessary to adjust for overages, shortages, damage and/or other discrepancies discovered upon receipt, in shipment of Contractor-acquired property from a vendor or supplier, so as to ensure the proper allocability and allowability of associated costs.

(iii) *Records of Government property.* The Contractor shall create and maintain records of all Government property accountable to the contract, including Government-furnished and Contractor-acquired property.

(A) Property records shall enable a complete, current, auditable record of all transactions and shall, unless otherwise approved by the Property Administrator, contain the following:

(1) The name, part number and description, National Stock Number (if needed for additional item identification tracking and/or disposition), and other data elements as necessary and required in accordance with the terms and conditions of the contract.

(2) Quantity received (or fabricated), issued, and balance-on-hand.

(3) Unit acquisition cost.

(4) Unique-item identifier or equivalent (if available and necessary for individual item tracking).

(5) Unit of measure.

(6) Accountable contract number or equivalent code designation.

(7) Location.

(8) Disposition.

(9) Posting reference and date of transaction.

(10) Date placed in service (if required in accordance with the terms and conditions of the contract)

(B) *Use of a Receipt and Issue System for Government Material.* When approved by the Property Administrator, the Contractor may maintain, in lieu of formal property records, a file of appropriately cross-referenced documents evidencing receipt, issue, and use of material that is issued for immediate consumption.

(iv) *Physical inventory.* The Contractor shall periodically perform, record, and disclose physical inventory results. A final physical inventory shall be performed upon contract completion or termination. The Property Administrator may waive this final inventory requirement, depending on the circumstances (e.g., overall reliability of the Contractor's system or the property is to be transferred to a follow-on contract).

(v) *Subcontractor control.*

(A) The Contractor shall award subcontracts that clearly identify items to be provided and the extent of any restrictions or limitations on their use. The Contractor shall ensure appropriate flow down of contract terms and conditions (e.g., extent of liability for loss of Government property).

(B) The Contractor shall assure its subcontracts are properly administered and reviews are periodically performed to determine the adequacy of the subcontractor's property management system.

(vi) *Reports.* The Contractor shall have a process to create and provide reports of discrepancies, loss of Government property, physical inventory results, audits and self-assessments, corrective actions, and other property-related reports as directed by the Contracting Officer.

(vii) *Relief of stewardship responsibility and liability.* The Contractor shall have a process to enable the prompt recognition, investigation, disclosure and reporting of loss of Government property, including losses that occur at subcontractor or alternate site locations.

(A) This process shall include the corrective actions necessary to prevent recurrence.

(B) Unless otherwise directed by the Property Administrator, the Contractor shall investigate and report to the Government all incidents of property loss as soon as the facts become known. Such reports shall, at a minimum, contain the following information:

- (1) Date of incident (if known).
- (2) The data elements required under paragraph (f)(1)(iii)(A) of this clause.
- (3) Quantity.
- (4) Accountable contract number.
- (5) A statement indicating current or future need.
- (6) Unit acquisition cost, or if applicable, estimated sales proceeds, estimated repair or replacement costs.
- (7) All known interests in commingled material of which includes Government material.
- (8) Cause and corrective action taken or to be taken to prevent recurrence.
- (9) A statement that the Government will receive compensation covering the loss of Government property, in the event the Contractor was or will be reimbursed or compensated.
- (10) Copies of all supporting documentation.
- (11) Last known location.
- (12) A statement that the property did or did not contain sensitive, export controlled, hazardous, or toxic material, and that the appropriate agencies and authorities were notified.

(C) Unless the contract provides otherwise, the Contractor shall be relieved of stewardship responsibility and liability for property when—

(1) Such property is consumed or expended, reasonably and properly, or otherwise accounted for, in the performance of the contract, including reasonable inventory adjustments of material as determined by the Property Administrator;

(2) Property Administrator grants relief of responsibility and liability for loss of Government property;

(3) Property is delivered or shipped from the Contractor's plant, under Government instructions, except when shipment is to a subcontractor or other location of the Contractor; or

(4) Property is disposed of in accordance with paragraphs (j) and (k) of this clause.

(viii) *Utilizing Government property.*

(A) The Contractor shall utilize, consume, move, and store Government Property only as authorized under this contract. The Contractor shall promptly disclose and report Government property in its possession that is excess to contract performance.

(B) Unless otherwise authorized in this contract or by the Property Administrator the Contractor shall not commingle Government material with material not owned by the Government.

(ix) *Maintenance.* The Contractor shall properly maintain Government property. The Contractor's maintenance program shall enable the identification, disclosure, and performance of normal and routine preventative maintenance and repair. The Contractor shall disclose and report to the Property Administrator the need for replacement and/or capital rehabilitation.

(x) *Property closeout.* The Contractor shall promptly perform and report to the Property Administrator contract property closeout, to include reporting, investigating and securing closure of all loss of Government property cases; physically inventorying all property upon termination or completion of this contract; and disposing of items at the time they are determined to be excess to contractual needs.

(2) The Contractor shall establish and maintain Government accounting source data, as may be required by this contract, particularly in the areas of recognition of acquisitions, loss of Government property, and disposition of material and equipment.

(g) Systems analysis.

(1) The Government shall have access to the Contractor's premises and all Government property, at reasonable times, for the purposes of reviewing, inspecting and evaluating the Contractor's property management plan(s), systems, procedures, records, and supporting documentation that pertains to Government property. This access includes all site locations and, with the Contractor's consent, all subcontractor premises.

(2) Records of Government property shall be readily available to authorized Government personnel and shall be appropriately safeguarded.

(3) Should it be determined by the Government that the Contractor's (or subcontractor's) property management practices are inadequate or not acceptable for the effective management and control of Government property under this contract, or present an undue risk to the Government, the Contractor shall prepare a corrective action plan when requested by the Property Administrator and take all necessary corrective actions as specified by the schedule within the corrective action plan.

(h) *Contractor Liability for Government Property.*

(1) Unless otherwise provided for in the contract, the Contractor shall not be liable for loss of Government property furnished or acquired under this contract, except when any one of the following applies—

(i) The risk is covered by insurance or the Contractor is otherwise reimbursed (to the extent of such insurance or reimbursement). The allowability of insurance costs shall be determined in accordance with 31.205-19.

(ii) Loss of Government property that is the result of willful misconduct or lack of good faith on the part of the Contractor's managerial personnel.

(iii) The Contracting Officer has, in writing, revoked the Government's assumption of risk for loss of Government property due to a determination under paragraph (g) of this clause that the Contractor's property management practices are inadequate, and/or present an undue risk to the Government, and the Contractor failed to take timely corrective action. If the Contractor can establish by clear and convincing evidence that the loss of Government property occurred while the Contractor had adequate property management practices or the loss did not result from the Contractor's failure to maintain adequate property management practices, the Contractor shall not be held liable.

(2) The Contractor shall take all reasonable actions necessary to protect the property from further loss. The Contractor shall separate the damaged and undamaged property, place all the affected property in the best possible order, and take such other action as the Property Administrator directs.

(3) The Contractor shall do nothing to prejudice the Government's rights to recover against third parties for any loss of Government property.

(4) The Contractor shall reimburse the Government for loss of Government property, to the extent that the Contractor is financially liable for such loss, as directed by the Contracting Officer.

(5) Upon the request of the Contracting Officer, the Contractor shall, at the Government's expense, furnish to the Government all reasonable assistance and cooperation, including the prosecution of suit and the execution of instruments of assignment in favor of the Government in obtaining recovery.

(i) *Equitable adjustment.* Equitable adjustments under this clause shall be made in accordance with the procedures of the Changes clause. However, the Government shall not be liable for breach of contract for the following:

(1) Any delay in delivery of Government-furnished property.

(2) Delivery of Government-furnished property in a condition not suitable for its intended use.

(3) An increase, decrease, or substitution of Government-furnished property.

(4) Failure to repair or replace Government property for which the Government is responsible.

(j) *Contractor inventory disposal.* Except as otherwise provided for in this contract, the Contractor shall not dispose of Contractor inventory until authorized to do so by the Plant Clearance Officer or authorizing official.

(1) *Predisposal requirements.*

(i) If the Contractor determines that the property has the potential to fulfill requirements under other contracts, the Contractor, in consultation with the Property Administrator, shall request that the Contracting Officer transfer the property to the contract in question, or provide authorization for use, as appropriate. In lieu of transferring the property, the Contracting Officer may authorize the Contractor to credit the costs of Contractor-acquired property (material only) to the losing contract, and debit the gaining contract with the corresponding cost, when such material is needed for use on another contract. Property no longer needed shall be considered contractor inventory.

(ii) For any remaining Contractor-acquired property, the Contractor may purchase the property at the unit acquisition cost if desired or make reasonable efforts to return unused property to the appropriate

supplier at fair market value (less, if applicable, a reasonable restocking fee that is consistent with the supplier's customary practices.)

(2) *Inventory disposal schedules.*

(i) Absent separate contract terms and conditions for property disposition, and provided the property was not reutilized, transferred, or otherwise disposed of, the Contractor, as directed by the Plant Clearance Officer or authorizing official, shall use Standard Form 1428, Inventory Disposal Schedule or electronic equivalent, to identify and report—

(A) Government-furnished property that is no longer required for performance of this contract;

(B) Contractor-acquired property, to which the Government has obtained title under paragraph (e) of this clause, which is no longer required for performance of that contract; and

(C) Termination inventory.

(ii) The Contractor may annotate inventory disposal schedules to identify property the Contractor wishes to purchase from the Government, in the event that the property is offered for sale.

(iii) Separate inventory disposal schedules are required for aircraft in any condition, flight safety critical aircraft parts, and other items as directed by the Plant Clearance Officer.

(A) Special test equipment with commercial components;

(B) Special test equipment without commercial components;

(C) Printing equipment;

(D) Information technology (e.g., computers, computer components, peripheral equipment, and related equipment);

(E) Precious metals in raw or bulk form;

(F) Nonnuclear hazardous materials or hazardous wastes; or

(G) Nuclear materials or nuclear wastes.

(iv) The Contractor shall provide the information required by FAR 52.245-1(f)(1)(iii) along with the following:

(A) Any additional information that may facilitate understanding of the property's intended use.

(B) For work-in-progress, the estimated percentage of completion.

(C) For precious metals in raw or bulk form, the type of metal and estimated weight.

(D) For hazardous material or property contaminated with hazardous material, the type of hazardous material.

(E) For metals in mill product form, the form, shape, treatment, hardness, temper, specification (commercial or Government) and dimensions (thickness, width and length).

(v) Property with the same description, condition code, and reporting location may be grouped in a single line item.

(vi) Scrap should be reported by "lot" along with metal content, estimated weight and estimated value.

(3) *Submission requirements.*

(i) The Contractor shall submit inventory disposal schedules to the Plant Clearance Officer no later than—

(A) 30 days following the Contractor's determination that a property item is no longer required for performance of this contract;

(B) 60 days, or such longer period as may be approved by the Plant Clearance Officer, following completion of contract deliveries or performance; or

(C) 120 days, or such longer period as may be approved by the Termination Contracting Officer, following contract termination in whole or in part.

(ii) Unless the Plant Clearance Officer determines otherwise, the Contractor need not identify or report production scrap on inventory disposal schedules, and may process and dispose of production scrap in accordance with its own internal scrap procedures. The processing and disposal of other types of Government-owned scrap will be conducted in accordance with the terms and conditions of the contract or Plant Clearance Officer direction, as appropriate.

(iii) 120 days, or such longer period as may be approved by the Termination Contracting Officer following contract termination in whole or in part.

(4) *Corrections.* The Plant Clearance Officer may—

(i) Reject a schedule for cause (e.g., contains errors, determined to be inaccurate); and

(ii) Require the Contractor to correct an inventory disposal schedule.

(5) *Postsubmission adjustments.* The Contractor shall notify the Plant Clearance Officer at least 10 working days in advance of its intent to remove an item from an approved inventory disposal schedule. Upon approval of the Plant Clearance Officer, or upon expiration of the notice period, the Contractor may make the necessary adjustments to the inventory schedule.

(6) *Storage.*

(i) The Contractor shall store the property identified on an inventory disposal schedule pending receipt of disposal instructions. The Government's failure to furnish disposal instructions within 120 days following acceptance of an inventory disposal schedule may entitle the Contractor to an equitable adjustment for costs incurred to store such property on or after the 121st day.

(ii) The Contractor shall obtain the Plant Clearance Officer's approval to remove property from the premises where the property is currently located prior to receipt of final disposition instructions. If approval is granted, any costs incurred by the Contractor to transport or store the property shall not increase the price or fee of any Government contract. The storage area shall be appropriate for assuring

the property's physical safety and suitability for use. Approval does not relieve the Contractor of any liability for such property under this contract.

*(7) Disposition instructions.*

(i) The Contractor shall prepare for shipment, deliver f.o.b. origin, or dispose of Contractor inventory as directed by the Plant Clearance Officer. Unless otherwise directed by the Contracting Officer or by the Plant Clearance Officer, the Contractor shall remove and destroy any markings identifying the property as U.S. Government-owned property prior to its disposal.

(ii) The Contracting Officer may require the Contractor to demilitarize the property prior to shipment or disposal. In such cases, the Contractor may be entitled to an equitable adjustment under paragraph (i) of this clause.

*(8) Disposal proceeds.* As directed by the Contracting Officer, the Contractor shall credit the net proceeds from the disposal of Contractor inventory to the contract, or to the Treasury of the United States as miscellaneous receipts.

*(9) Subcontractor inventory disposal schedules.* The Contractor shall require its Subcontractors to submit inventory disposal schedules to the Contractor in accordance with the requirements of paragraph (j)(3) of this clause.

*(k) Abandonment of Government property.*

(1) The Government shall not abandon sensitive property or termination inventory without the Contractor's written consent.

(2) The Government, upon notice to the Contractor, may abandon any nonsensitive property in place, at which time all obligations of the Government regarding such property shall cease.

(3) Absent contract terms and conditions to the contrary, the Government may abandon parts removed and replaced from property as a result of normal maintenance actions, or removed from property as a result of the repair, maintenance, overhaul, or modification process.

(4) The Government has no obligation to restore or rehabilitate the Contractor's premises under any circumstances; however, if Government—furnished property is withdrawn or is unsuitable for the intended use, or if other Government property is substituted, then the equitable adjustment under paragraph (i) of this clause may properly include restoration or rehabilitation costs.

*(l) Communication.* All communications under this clause shall be in writing.

*(m) Contracts outside the United States.* If this contract is to be performed outside of the United States and its outlying areas, the words "Government" and "Government-furnished" (wherever they appear in this clause) shall be construed as "United States Government" and "United States Government-furnished," respectively.

(End of Clause)

**C.14 52.245-1 GOVERNMENT PROPERTY (APR 2012) ALTERNATE I (APR 2012)**

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

"Cannibalize" means to remove parts from Government property for use or for installation on other Government property.

"Contractor-acquired property" means property acquired, fabricated, or otherwise provided by the Contractor for performing a contract, and to which the Government has title.

"Contractor inventory" means—

(1) Any property acquired by and in the possession of a Contractor or subcontractor under a contract for which title is vested in the Government and which exceeds the amounts needed to complete full performance under the entire contract;

(2) Any property that the Government is obligated or has the option to take over under any type of contract, e.g., as a result either of any changes in the specifications or plans thereunder or of the termination of the contract (or subcontract thereunder), before completion of the work, for the convenience or at the option of the Government; and

(3) Government-furnished property that exceeds the amounts needed to complete full performance under the entire contract.

(4) "Contractor's managerial personnel" means the Contractor's directors, officers, managers, superintendents, or equivalent representatives who have supervision or direction of—

(1) All or substantially all of the Contractor's business;

(2) All or substantially all of the Contractor's operation at any one plant or separate location; or

(3) A separate and complete major industrial operation.

"Demilitarization" means rendering a product unusable for, and not restorable to, the purpose for which it was designed or is customarily used.

"Discrepancies incident to shipment" means any differences (e.g., count or condition) between the items documented to have been shipped and items actually received.

"Equipment" means a tangible item that is functionally complete for its intended purpose, durable, nonexpendable, and needed for the performance of a contract. Equipment is not intended for sale, and does not ordinarily lose its identity or become a component part of another article when put into use. Equipment does not include material, real property, special test equipment or special tooling.

"Government-furnished property" means property in the possession of, or directly acquired by, the Government and subsequently furnished to the Contractor for performance of a contract. Government-furnished property includes, but is not limited to, spares and property furnished for repair, maintenance, overhaul, or modification. Government-furnished property also includes contractor-acquired property if the contractor-acquired property is a deliverable under a cost contract when accepted by the Government for continued use under the contract.

"Government property" means all property owned or leased by the Government. Government property includes both Government-furnished and Contractor-acquired property. Government property includes material, equipment, special tooling, special test equipment, and real property. Government property does not include intellectual property and software.

"Loss of Government property" means unintended, unforeseen or accidental loss, damage or destruction to Government property that reduces the Government's expected economic benefits of the property. Loss of Government property does not include purposeful destructive testing, obsolescence, normal wear and tear or manufacturing defects. Loss of Government property includes, but is not limited to—

- (1) Items that cannot be found after a reasonable search;
- (2) Theft;
- (3) Damage resulting in unexpected harm to property requiring repair to restore the item to usable condition; or
- (4) Destruction resulting from incidents that render the item useless for its intended purpose or beyond economical repair.

"Material" means property that may be consumed or expended during the performance of a contract, component parts of a higher assembly, or items that lose their individual identity through incorporation into an end item. Material does not include equipment, special tooling, special test equipment or real property.

"Nonseverable" means property that cannot be removed after construction or installation without substantial loss of value or damage to the installed property or to the premises where installed.

"Precious metals" means silver, gold, platinum, palladium, iridium, osmium, rhodium, and ruthenium.

"Production scrap" means unusable material resulting from production, engineering, operations and maintenance, repair, and research and development contract activities. Production scrap may have value when re-melted or reprocessed, e.g., textile and metal clippings, borings, and faulty castings and forgings.

"Property" means all tangible property, both real and personal.

"Property Administrator" means an authorized representative of the Contracting Officer appointed in accordance with agency procedures, responsible for administering the contract requirements and obligations relating to Government property in the possession of a Contractor.

"Property records" means the records created and maintained by the contractor in support of its stewardship responsibilities for the management of Government property.

"Provide" means to furnish, as in Government-furnished property, or to acquire, as in contractor-acquired property.

"Real property". See Federal Management Regulation 102-71.20 (41 CFR 102-71.20).

"Sensitive property" means property potentially dangerous to the public safety or security if stolen, lost, or misplaced, or that shall be subject to exceptional physical security, protection, control, and

accountability. Examples include weapons, ammunition, explosives, controlled substances, radioactive materials, hazardous materials or wastes, or precious metals.

"Unit acquisition cost" means—

(1) For Government-furnished property, the dollar value assigned by the Government and identified in the contract; and

(2) For contractor-acquired property, the cost derived from the Contractor's records that reflect consistently applied generally accepted accounting principles.

(b) *Property management.*

(1) The Contractor shall have a system of internal controls to manage (control, use, preserve, protect, repair, and maintain) Government property in its possession. The system shall be adequate to satisfy the requirements of this clause. In doing so, the Contractor shall initiate and maintain the processes, systems, procedures, records, and methodologies necessary for effective and efficient control of Government property. The Contractor shall disclose any significant changes to its property management system to the Property Administrator prior to implementation of the changes. The Contractor may employ customary commercial practices, voluntary consensus standards, or industry-leading practices and standards that provide effective and efficient Government property management that are necessary and appropriate for the performance of this contract (except where inconsistent with law or regulation).

(2) The Contractor's responsibility extends from the initial acquisition and receipt of property, through stewardship, custody, and use until formally relieved of responsibility by authorized means, including delivery, consumption, expending, sale (as surplus property), or other disposition, or via a completed investigation, evaluation, and final determination for lost property. This requirement applies to all Government property under the Contractor's accountability, stewardship, possession or control, including its vendors or subcontractors (see paragraph (f)(1)(v) of this clause).

(3) The Contractor shall include the requirements of this clause in all subcontracts under which Government property is acquired or furnished for subcontract performance.

(4) The Contractor shall establish and maintain procedures necessary to assess its property management system effectiveness and shall perform periodic internal reviews, surveillances, self assessments, or audits. Significant findings or results of such reviews and audits pertaining to Government property shall be made available to the Property Administrator.

(c) *Use of Government property.*

(1) The Contractor shall use Government property, either furnished or acquired under this contract, only for performing this contract, unless otherwise provided for in this contract or approved by the Contracting Officer.

(2) Modifications or alterations of Government property are prohibited, unless they are—

(i) Reasonable and necessary due to the scope of work under this contract or its terms and conditions;

(ii) Required for normal maintenance; or

(iii) Otherwise authorized by the Contracting Officer.

(3) The Contractor shall not cannibalize Government property unless otherwise provided for in this contract or approved by the Contracting Officer.

(d) *Government-furnished property.*

(1) The Government shall deliver to the Contractor the Government-furnished property described in this contract. The Government shall furnish related data and information needed for the intended use of the property. The warranties of suitability of use and timely delivery of Government-furnished property do not apply to property acquired or fabricated by the Contractor as contractor-acquired property and subsequently transferred to another contract with this Contractor.

(2) The delivery and/or performance dates specified in this contract are based upon the expectation that the Government-furnished property will be suitable for contract performance and will be delivered to the Contractor by the dates stated in the contract.

(i) If the property is not delivered to the Contractor by the dates stated in the contract, the Contracting Officer shall, upon the Contractor's timely written request, consider an equitable adjustment to the contract.

(ii) In the event property is received by the Contractor, or for Government-furnished property after receipt and installation, in a condition not suitable for its intended use, the Contracting Officer shall, upon the Contractor's timely written request, advise the Contractor on a course of action to remedy the problem. Such action may include repairing, replacing, modifying, returning, or otherwise disposing of the property at the Government's expense. Upon completion of the required action(s), the Contracting Officer shall consider an equitable adjustment to the contract (see also paragraph (f)(1)(ii)(A) of this clause).

(iii) The Government may, at its option, furnish property in an "as-is" condition. The Contractor will be given the opportunity to inspect such property prior to the property being provided. In such cases, the Government makes no warranty with respect to the serviceability and/or suitability of the property for contract performance. Any repairs, replacement, and/or refurbishment shall be at the Contractor's expense.

(3)(i) The Contracting Officer may by written notice, at any time—

(A) Increase or decrease the amount of Government-furnished property under this contract;

(B) Substitute other Government-furnished property for the property previously furnished, to be furnished, or to be acquired by the Contractor for the Government under this contract; or

(C) Withdraw authority to use property.

(ii) Upon completion of any action(s) under paragraph (d)(3)(i) of this clause, and the Contractor's timely written request, the Contracting Officer shall consider an equitable adjustment to the contract.

(e) *Title to Government property.* (1) All Government-furnished property and all property acquired by the Contractor, title to which vests in the Government under this paragraph (collectively referred to as "Government property"), is subject to the provisions of this clause. The Government shall retain title to all Government-furnished property. Title to Government property shall not be affected by its incorporation

into or attachment to any property not owned by the Government, nor shall Government property become a fixture or lose its identity as personal property by being attached to any real property.

(2) Title vests in the Government for all property acquired or fabricated by the Contractor in accordance with the financing provisions or other specific requirements for passage of title in the contract. Under fixed price type contracts, in the absence of financing provisions or other specific requirements for passage of title in the contract, the Contractor retains title to all property acquired by the Contractor for use on the contract, except for property identified as a deliverable end item. If a deliverable item is to be retained by the Contractor for use after inspection and acceptance by the Government, it shall be made accountable to the contract through a contract modification listing the item as Government-furnished property.

(3) *Title under Cost-Reimbursement or Time-and-Material Contracts or Cost-Reimbursable contract line items under Fixed-Price contracts.* (i) Title to all property purchased by the Contractor for which the Contractor is entitled to be reimbursed as a direct item of cost under this contract shall pass to and vest in the Government upon the vendor's delivery of such property.

(ii) Title to all other property, the cost of which is reimbursable to the Contractor, shall pass to and vest in the Government upon—

(A) Issuance of the property for use in contract performance;

(B) Commencement of processing of the property for use in contract performance; or

(C) Reimbursement of the cost of the property by the Government, whichever occurs first.

(f) *Contractor plans and systems.*

(1) Contractors shall establish and implement property management plans, systems, and procedures at the contract, program, site or entity level to enable the following outcomes:

(i) *Acquisition of Property.* The Contractor shall document that all property was acquired consistent with its engineering, production planning, and property control operations.

(ii) *Receipt of Government Property.* The Contractor shall receive Government property and document the receipt, record the information necessary to meet the record requirements of paragraph (f)(1)(iii)(A)(1) through (5) of this clause, identify as Government owned in a manner appropriate to the type of property (e.g., stamp, tag, mark, or other identification), and manage any discrepancies incident to shipment.

(A) *Government-furnished property.* The Contractor shall furnish a written statement to the Property Administrator containing all relevant facts, such as cause or condition and a recommended course(s) of action, if overages, shortages, or damages and/or other discrepancies are discovered upon receipt of Government-furnished property.

(B) *Contractor-acquired property.* The Contractor shall take all actions necessary to adjust for overages, shortages, damage and/or other discrepancies discovered upon receipt, in shipment of Contractor-acquired property from a vendor or supplier, so as to ensure the proper allocability and allowability of associated costs.

(iii) *Records of Government property.* The Contractor shall create and maintain records of all Government property accountable to the contract, including Government-furnished and Contractor-acquired property.

(A) Property records shall enable a complete, current, auditable record of all transactions and shall, unless otherwise approved by the Property Administrator, contain the following:

(1) The name, part number and description, National Stock Number (if needed for additional item identification tracking and/or disposition), and other data elements as necessary and required in accordance with the terms and conditions of the contract.

(2) Quantity received (or fabricated), issued, and balance-on-hand.

(3) Unit acquisition cost.

(4) Unique-item identifier or equivalent (if available and necessary for individual item tracking).

(5) Unit of measure.

(6) Accountable contract number or equivalent code designation.

(7) Location.

(8) Disposition.

(9) Posting reference and date of transaction.

(10) Date placed in service (if required in accordance with the terms and conditions of the contract)

(B) *Use of a Receipt and Issue System for Government Material.* When approved by the Property Administrator, the Contractor may maintain, in lieu of formal property records, a file of appropriately cross-referenced documents evidencing receipt, issue, and use of material that is issued for immediate consumption.

(iv) *Physical inventory.* The Contractor shall periodically perform, record, and disclose physical inventory results. A final physical inventory shall be performed upon contract completion or termination. The Property Administrator may waive this final inventory requirement, depending on the circumstances (e.g., overall reliability of the Contractor's system or the property is to be transferred to a follow-on contract).

(v) *Subcontractor control.*

(A) The Contractor shall award subcontracts that clearly identify items to be provided and the extent of any restrictions or limitations on their use. The Contractor shall ensure appropriate flow down of contract terms and conditions (e.g., extent of liability for loss of Government property).

(B) The Contractor shall assure its subcontracts are properly administered and reviews are periodically performed to determine the adequacy of the subcontractor's property management system.

(vi) *Reports.* The Contractor shall have a process to create and provide reports of discrepancies, loss of Government property, physical inventory results, audits and self-assessments, corrective actions, and other property-related reports as directed by the Contracting Officer.

(vii) *Relief of stewardship responsibility and liability.* The Contractor shall have a process to enable the prompt recognition, investigation, disclosure and reporting of loss of Government property, including losses that occur at subcontractor or alternate site locations.

(A) This process shall include the corrective actions necessary to prevent recurrence.

(B) Unless otherwise directed by the Property Administrator, the Contractor shall investigate and report to the Government all incidents of property loss as soon as the facts become known. Such reports shall, at a minimum, contain the following information:

- (1) Date of incident (if known).
- (2) The data elements required under paragraph (f)(1)(iii)(A) of this clause.
- (3) Quantity.
- (4) Accountable contract number.
- (5) A statement indicating current or future need.
- (6) Unit acquisition cost, or if applicable, estimated sales proceeds, estimated repair or replacement costs.
- (7) All known interests in commingled material of which includes Government material.
- (8) Cause and corrective action taken or to be taken to prevent recurrence.
- (9) A statement that the Government will receive compensation covering the loss of Government property, in the event the Contractor was or will be reimbursed or compensated.
- (10) Copies of all supporting documentation.
- (11) Last known location.
- (12) A statement that the property did or did not contain sensitive, export controlled, hazardous, or toxic material, and that the appropriate agencies and authorities were notified.

(C) Unless the contract provides otherwise, the Contractor shall be relieved of stewardship responsibility and liability for property when—

- (1) Such property is consumed or expended, reasonably and properly, or otherwise accounted for, in the performance of the contract, including reasonable inventory adjustments of material as determined by the Property Administrator;
- (2) Property Administrator grants relief of responsibility and liability for loss of Government property;
- (3) Property is delivered or shipped from the Contractor's plant, under Government instructions, except when shipment is to a subcontractor or other location of the Contractor; or
- (4) Property is disposed of in accordance with paragraphs (j) and (k) of this clause.

(viii) *Utilizing Government property.*

(A) The Contractor shall utilize, consume, move, and store Government Property only as authorized under this contract. The Contractor shall promptly disclose and report Government property in its possession that is excess to contract performance.

(B) Unless otherwise authorized in this contract or by the Property Administrator the Contractor shall not commingle Government material with material not owned by the Government.

(ix) *Maintenance.* The Contractor shall properly maintain Government property. The Contractor's maintenance program shall enable the identification, disclosure, and performance of normal and routine preventative maintenance and repair. The Contractor shall disclose and report to the Property Administrator the need for replacement and/or capital rehabilitation.

(x) *Property closeout.* The Contractor shall promptly perform and report to the Property Administrator contract property closeout, to include reporting, investigating and securing closure of all loss of Government property cases; physically inventorying all property upon termination or completion of this contract; and disposing of items at the time they are determined to be excess to contractual needs.

(2) The Contractor shall establish and maintain Government accounting source data, as may be required by this contract, particularly in the areas of recognition of acquisitions, loss of Government property, and disposition of material and equipment.

(g) Systems analysis.

(1) The Government shall have access to the Contractor's premises and all Government property, at reasonable times, for the purposes of reviewing, inspecting and evaluating the Contractor's property management plan(s), systems, procedures, records, and supporting documentation that pertains to Government property. This access includes all site locations and, with the Contractor's consent, all subcontractor premises.

(2) Records of Government property shall be readily available to authorized Government personnel and shall be appropriately safeguarded.

(3) Should it be determined by the Government that the Contractor's (or subcontractor's) property management practices are inadequate or not acceptable for the effective management and control of Government property under this contract, or present an undue risk to the Government, the Contractor shall prepare a corrective action plan when requested by the Property Administrator and take all necessary corrective actions as specified by the schedule within the corrective action plan.

(h) Contractor Liability for Government Property.

(1) The Contractor assumes the risk of, and shall be responsible for, any loss of Government property upon its delivery to the Contractor as Government-furnished property. However, the Contractor is not responsible for reasonable wear and tear to Government property or for Government property properly consumed in performing this contract.

(2) The Contractor shall take all reasonable actions necessary to protect the property from further loss. The Contractor shall separate the damaged and undamaged property, place all the affected property in the best possible order, and take such other action as the Property Administrator directs.

(3) The Contractor shall do nothing to prejudice the Government's rights to recover against third parties for any loss of Government property.

(4) The Contractor shall reimburse the Government for loss of Government property, to the extent that the Contractor is financially liable for such loss, as directed by the Contracting Officer.

(5) Upon the request of the Contracting Officer, the Contractor shall, at the Government's expense, furnish to the Government all reasonable assistance and cooperation, including the prosecution of suit and the execution of instruments of assignment in favor of the Government in obtaining recovery.

(i) *Equitable adjustment.* Equitable adjustments under this clause shall be made in accordance with the procedures of the Changes clause. However, the Government shall not be liable for breach of contract for the following:

- (1) Any delay in delivery of Government-furnished property.
- (2) Delivery of Government-furnished property in a condition not suitable for its intended use.
- (3) An increase, decrease, or substitution of Government-furnished property.
- (4) Failure to repair or replace Government property for which the Government is responsible.

(j) *Contractor inventory disposal.* Except as otherwise provided for in this contract, the Contractor shall not dispose of Contractor inventory until authorized to do so by the Plant Clearance Officer or authorizing official.

(1) *Predisposal requirements.*

(i) If the Contractor determines that the property has the potential to fulfill requirements under other contracts, the Contractor, in consultation with the Property Administrator, shall request that the Contracting Officer transfer the property to the contract in question, or provide authorization for use, as appropriate. In lieu of transferring the property, the Contracting Officer may authorize the Contractor to credit the costs of Contractor-acquired property (material only) to the losing contract, and debit the gaining contract with the corresponding cost, when such material is needed for use on another contract. Property no longer needed shall be considered contractor inventory.

(ii) For any remaining Contractor-acquired property, the Contractor may purchase the property at the unit acquisition cost if desired or make reasonable efforts to return unused property to the appropriate supplier at fair market value (less, if applicable, a reasonable restocking fee that is consistent with the supplier's customary practices.)

(2) *Inventory disposal schedules.*

(i) Absent separate contract terms and conditions for property disposition, and provided the property was not reutilized, transferred, or otherwise disposed of, the Contractor, as directed by the Plant Clearance Officer or authorizing official, shall use Standard Form 1428, Inventory Disposal Schedule or electronic equivalent, to identify and report—

- (A) Government-furnished property that is no longer required for performance of this contract;

(B) Contractor-acquired property, to which the Government has obtained title under paragraph (e) of this clause, which is no longer required for performance of that contract; and

(C) Termination inventory.

(ii) The Contractor may annotate inventory disposal schedules to identify property the Contractor wishes to purchase from the Government, in the event that the property is offered for sale.

(iii) Separate inventory disposal schedules are required for aircraft in any condition, flight safety critical aircraft parts, and other items as directed by the Plant Clearance Officer.

(A) Special test equipment with commercial components;

(B) Special test equipment without commercial components;

(C) Printing equipment;

(D) Information technology (e.g., computers, computer components, peripheral equipment, and related equipment);

(E) Precious metals in raw or bulk form;

(F) Nonnuclear hazardous materials or hazardous wastes; or

(G) Nuclear materials or nuclear wastes.

(iv) The Contractor shall provide the information required by FAR 52.245-1(f)(1)(iii) along with the following:

(A) Any additional information that may facilitate understanding of the property's intended use.

(B) For work-in-progress, the estimated percentage of completion.

(C) For precious metals in raw or bulk form, the type of metal and estimated weight.

(D) For hazardous material or property contaminated with hazardous material, the type of hazardous material.

(E) For metals in mill product form, the form, shape, treatment, hardness, temper, specification (commercial or Government) and dimensions (thickness, width and length).

(v) Property with the same description, condition code, and reporting location may be grouped in a single line item.

(vi) Scrap should be reported by "lot" along with metal content, estimated weight and estimated value.

(3) *Submission requirements.*

(i) The Contractor shall submit inventory disposal schedules to the Plant Clearance Officer no later than—

(A) 30 days following the Contractor's determination that a property item is no longer required for performance of this contract;

(B) 60 days, or such longer period as may be approved by the Plant Clearance Officer, following completion of contract deliveries or performance; or

(C) 120 days, or such longer period as may be approved by the Termination Contracting Officer, following contract termination in whole or in part.

(ii) Unless the Plant Clearance Officer determines otherwise, the Contractor need not identify or report production scrap on inventory disposal schedules, and may process and dispose of production scrap in accordance with its own internal scrap procedures. The processing and disposal of other types of Government-owned scrap will be conducted in accordance with the terms and conditions of the contract or Plant Clearance Officer direction, as appropriate.

(iii) 120 days, or such longer period as may be approved by the Termination Contracting Officer following contract termination in whole or in part.

(4) *Corrections.* The Plant Clearance Officer may—

(i) Reject a schedule for cause (e.g., contains errors, determined to be inaccurate); and

(ii) Require the Contractor to correct an inventory disposal schedule.

(5) *Postsubmission adjustments.* The Contractor shall notify the Plant Clearance Officer at least 10 working days in advance of its intent to remove an item from an approved inventory disposal schedule. Upon approval of the Plant Clearance Officer, or upon expiration of the notice period, the Contractor may make the necessary adjustments to the inventory schedule.

(6) *Storage.*

(i) The Contractor shall store the property identified on an inventory disposal schedule pending receipt of disposal instructions. The Government's failure to furnish disposal instructions within 120 days following acceptance of an inventory disposal schedule may entitle the Contractor to an equitable adjustment for costs incurred to store such property on or after the 121st day.

(ii) The Contractor shall obtain the Plant Clearance Officer's approval to remove property from the premises where the property is currently located prior to receipt of final disposition instructions. If approval is granted, any costs incurred by the Contractor to transport or store the property shall not increase the price or fee of any Government contract. The storage area shall be appropriate for assuring the property's physical safety and suitability for use. Approval does not relieve the Contractor of any liability for such property under this contract.

(7) *Disposition instructions.*

(i) The Contractor shall prepare for shipment, deliver f.o.b. origin, or dispose of Contractor inventory as directed by the Plant Clearance Officer. Unless otherwise directed by the Contracting Officer or by the Plant Clearance Officer, the Contractor shall remove and destroy any markings identifying the property as U.S. Government-owned property prior to its disposal.

(ii) The Contracting Officer may require the Contractor to demilitarize the property prior to shipment or disposal. In such cases, the Contractor may be entitled to an equitable adjustment under paragraph (i) of this clause.

(8) *Disposal proceeds.* As directed by the Contracting Officer, the Contractor shall credit the net proceeds from the disposal of Contractor inventory to the contract, or to the Treasury of the United States as miscellaneous receipts.

(9) *Subcontractor inventory disposal schedules.* The Contractor shall require its Subcontractors to submit inventory disposal schedules to the Contractor in accordance with the requirements of paragraph (j)(3) of this clause.

(k) *Abandonment of Government property.*

(1) The Government shall not abandon sensitive property or termination inventory without the Contractor's written consent.

(2) The Government, upon notice to the Contractor, may abandon any nonsensitive property in place, at which time all obligations of the Government regarding such property shall cease.

(3) Absent contract terms and conditions to the contrary, the Government may abandon parts removed and replaced from property as a result of normal maintenance actions, or removed from property as a result of the repair, maintenance, overhaul, or modification process.

(4) The Government has no obligation to restore or rehabilitate the Contractor's premises under any circumstances; however, if Government—furnished property is withdrawn or is unsuitable for the intended use, or if other Government property is substituted, then the equitable adjustment under paragraph (i) of this clause may properly include restoration or rehabilitation costs.

(l) *Communication.* All communications under this clause shall be in writing.

(m) *Contracts outside the United States.* If this contract is to be performed outside of the United States and its outlying areas, the words "Government" and "Government-furnished" (wherever they appear in this clause) shall be construed as "United States Government" and "United States Government-furnished," respectively.

(End of Clause)

### **C.15 VAAR 852.203-70 COMMERCIAL ADVERTISING (JAN 2008)**

The bidder or offeror agrees that if a contract is awarded to him/her, as a result of this solicitation, he/she will not advertise the award of the contract in his/her commercial advertising in such a manner as to state or imply that the Department of Veterans Affairs endorses a product, project or commercial line of endeavor.

(End of Clause)

### **C.16 VAAR 852.203-71 DISPLAY OF DEPARTMENT OF VETERAN AFFAIRS HOTLINE POSTER (DEC 1992)**

(a) Except as provided in paragraph (c) below, the Contractor shall display prominently, in common work areas within business segments performing work under VA contracts, Department of Veterans Affairs Hotline posters prepared by the VA Office of Inspector General.

(b) Department of Veterans Affairs Hotline posters may be obtained from the VA Office of Inspector General (53E), P.O. Box 34647, Washington, DC 20043-4647.

(c) The Contractor need not comply with paragraph (a) above if the Contractor has established a mechanism, such as a hotline, by which employees may report suspected instances of improper conduct, and instructions that encourage employees to make such reports.

(End of Clause)

### **C.17 LIMITATIONS ON SUBCONTRACTING-- MONITORING AND COMPLIANCE (JUN 2011)**

This solicitation includes FAR 52.219-14 Limitations on Subcontracting. Accordingly, any contract resulting from this solicitation will include this clause. The contractor is advised in performing contract administration functions, the CO may use the services of a support contractor(s) retained by VA to assist in assessing the contractor's compliance with the limitations on subcontracting or percentage of work performance requirements specified in the clause. To that end, the support contractor(s) may require access to contractor's offices where the contractor's business records or other proprietary data are retained and to review such business records regarding the contractor's compliance with this requirement. All support contractors conducting this review on behalf of VA will be required to sign an "Information Protection and Non-Disclosure and Disclosure of Conflicts of Interest Agreement" to ensure the contractor's business records or other proprietary data reviewed or obtained in the course of assisting the CO in assessing the contractor for compliance are protected to ensure information or data is not improperly disclosed or other impropriety occurs. Furthermore, if VA determines any services the support contractor(s) will perform in assessing compliance are advisory and assistance services as defined in FAR 2.101, Definitions, the support contractor(s) must also enter into an agreement with the contractor to protect proprietary information as required by FAR 9.505-4, obtaining access to proprietary information, paragraph (b). The contractor is required to cooperate fully and make available any records as may be required to enable the CO to assess the contractor's compliance with the limitations on subcontracting or percentage of work performance requirement.

(End of Clause)

### **C.18 SUBCONTRACTING COMMITMENTS--MONITORING AND COMPLIANCE (JUN 2011)**

This solicitation includes VAAR 852.215-70, Service-Disabled Veteran-Owned and Veteran-Owned Small Business Evaluation Factors, and VAAR 852.215-71, Evaluation Factor Commitments. Accordingly, any contract resulting from this solicitation will include these clauses. The contractor is advised in performing contract administration functions, the CO may use the services of a support contractor(s) to assist in assessing contractor compliance with the subcontracting commitments incorporated into the contract. To that end, the support contractor(s) may require access to the contractor's business records or other proprietary data to review such business records regarding contract compliance with this requirement. All support contractors conducting this review on behalf of VA will be required to sign an "Information Protection and Non-Disclosure and Disclosure of Conflicts of Interest Agreement" to ensure the contractor's business records or other proprietary data reviewed or obtained in the course of assisting the CO in assessing the contractor for compliance are protected to ensure information or data is not improperly disclosed or other impropriety occurs. Furthermore, if VA determines any services the support contractor(s) will perform in assessing compliance are advisory and assistance services as defined in FAR 2.101, Definitions, the support contractor(s) must also enter into an agreement with the contractor

to protect proprietary information as required by FAR 9.505-4, obtaining access to proprietary information, paragraph (b). The contractor is required to cooperate fully and make available any records as may be required to enable the CO to assess the contractor compliance with the subcontracting commitments.

(End of Clause)

## **C.19 VAAR 852.232-72 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS (NOV 2012)**

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

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

(2) *Designated agency office* has the meaning given in 5 CFR 1315.2(m).

(3) *Electronic form* means an automated system transmitting information electronically according to the

Accepted electronic data transmission methods and formats identified in paragraph (c) of this clause. Facsimile, email, and scanned documents are not acceptable electronic forms for submission of payment requests.

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

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

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

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

(1) VA's Electronic Invoice Presentment and Payment System. (See Web site at <http://www.fsc.va.gov/einvoice.asp>.)

(2) Any system that conforms to the X12 electronic data interchange (EDI) formats established by the Accredited Standards Center (ASC) and chartered by the American National Standards Institute (ANSI). The X12 EDI Web site (<http://www.x12.org>) includes additional information on EDI 810 and 811 formats.

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

(e) *Exceptions.* If, based on one of the circumstances below, the contracting officer directs that payment requests be made by mail, the contractor shall submit payment requests by mail through the United States Postal Service to the designated agency office. Submission of payment requests by mail may be required for:

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

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

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

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

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

(End of Clause)

## **C.20 VAAR 852.237-7 INDEMNIFICATION AND MEDICAL LIABILITY INSURANCE (JAN 2008)**

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

\* Amounts are listed below:

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

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

(d) The Contractor shall notify the Contracting Officer if it, or any of the health-care providers performing under this contract, change insurance providers during the performance period of this contract. The notification shall provide evidence that the Contractor and/or health-care providers will meet all the requirements of this clause, including those concerning liability insurance and endorsements.

These requirements may be met either under the new policy, or a combination of old and new policies, if applicable.

(e) The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts for health-care services under this contract. The Contractor shall be responsible for compliance by any subcontractor or lower-tier subcontractor with the provisions set forth in paragraph (a) of this clause.

\* Amounts from paragraph (a) above:

\$1,000,000.00

(End of Clause)

**C.21 VAAR 852.237-70 CONTRACTOR RESPONSIBILITIES (APR 1984)**

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

(End of Clause)

<u>FAR</u> <u>Number</u>	<u>Title</u>	<u>Date</u>
852.246-71	INSPECTION	JAN 2008

(End of Addendum to 52.212-4)

**C.22 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS—COMMERCIAL ITEMS (DEC 2014)**

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

- (1) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (Dec 2014)
- (2) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).

Alternate I (AUG 2007) of 52.222-50 (22 U.S.C. 7104 (g)).

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

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

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

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

(2) 52.203-13, Contractor Code of Business Ethics and Conduct (APR 2010)(41 U.S.C. 3509).

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

(4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (Jul 2013) (Pub. L. 109-282) (31 U.S.C. 6101 note).

(5) [Reserved]

(6) 52.204-14, Service Contract Reporting Requirements (JAN 2014) (Pub. L. 111-117, section 743 of Div. C).

(7) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (JAN 2014) (Pub. L. 111-117, section 743 of Div. C).

(8) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Aug 2013) (31 U.S.C. 6101 note).

(9) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (Jul 2013) (41 U.S.C. 2313).

(10) [Reserved]

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

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

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

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

(13) [Reserved]

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

(ii) Alternate I (NOV 2011).

(iii) Alternate II (NOV 2011).

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

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

- (iii) Alternate II (Mar 2004) of 52.219-7.
- (16) 52.219-8, Utilization of Small Business Concerns (OCT 2014) (15 U.S.C. 637(d)(2) and (3)).
- (17)(i) 52.219-9, Small Business Subcontracting Plan (OCT 2014) (15 U.S.C. 637(d)(4)).
- (ii) Alternate I (Oct 2001) of 52.219-9.
- (iii) Alternate II (Oct 2001) of 52.219-9.
- (iv) Alternate III (OCT 2014) of 52.219-9.
- (18) 52.219-13, Notice of Set-Aside of Orders (NOV 2011) (15 U.S.C. 644(r)).
- (19) 52.219-14, Limitations on Subcontracting (NOV 2011) (15 U.S.C. 637(a)(14)).
- (20) 52.219-16, Liquidated Damages—Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).
- (21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (NOV 2011) (15 U.S.C. 657f).
- (22) 52.219-28, Post Award Small Business Program Rerepresentation (Jul 2013) (15 U.S.C. 632(a)(2)).
- (23) 52.219-29, Notice of Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (Jul 2013) (15 U.S.C. 637(m)).
- (24) 52.219-30, Notice of Set-Aside for Women-Owned Small Business (WOSB) Concerns Eligible Under the WOSB Program (Jul 2013) (15 U.S.C. 637(m)).
- (25) 52.222-3, Convict Labor (June 2003) (E.O. 11755).
- (26) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (JAN 2014) (E.O. 13126).
- (27) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).
- (28) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).
- (29) 52.222-35, Equal Opportunity for Veterans (JUL 2014) (38 U.S.C. 4212).
- (30) 52.222-36, Equal Opportunity for Workers with Disabilities (JUL 2014) (29 U.S.C. 793).
- (31) 52.222-37, Employment Reports on Veterans (JUL 2014) (38 U.S.C. 4212).
- (32) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496).
- (33) 52.222-54, Employment Eligibility Verification (AUG 2013). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)

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

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

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

(ii) Alternate I (JUN 2014) of 52.223-13.

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

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

(37) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007)(42 U.S.C. 8259b).

(38)(i) 52.223-16, Acquisition of EPEAT®-Registered Personal Computer Products (JUN 2014) (E.O.s 13423 and 13514).

(ii) Alternate I (JUN 2014) of 52.223-16.

(39) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011)

(40) 52.225-1, Buy American—Supplies (MAY 2014) (41 U.S.C. chapter 83).

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

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

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

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

(42) 52.225-5, Trade Agreements (NOV 2013) (19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).

(43) 52.225-13, Restrictions on Certain Foreign Purchases (JUN 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

(44) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

(45) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

(46) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

(47) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

(48) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

(49) 52.232-33, Payment by Electronic Funds Transfer—System for Award Management (Jul 2013) (31 U.S.C. 3332).

(50) 52.232-34, Payment by Electronic Funds Transfer—Other than System for Award Management (Jul 2013) (31 U.S.C. 3332).

(51) 52.232-36, Payment by Third Party (MAY 2014) (31 U.S.C. 3332).

(52) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

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

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

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

(1) 52.222-41, Service Contract Labor Standards (MAY 2014) (41 U.S.C. chapter 67).

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

(3) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards—Price Adjustment (Multiple Year and Option Contracts) (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

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

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

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

(7) 52.222-17, Nondisplacement of Qualified Workers (MAY 2014) (E.O. 13495).

(8) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (MAY 2014) (42 U.S.C. 1792).

(9) 52.237-11, Accepting and Dispensing of \$1 Coin (SEP 2008) (31 U.S.C. 5112(p)(1)).

[] (10) 52.222-55, Minimum Wages Under Executive Order 13658 (DEC 2014) (Executive Order 13658).

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

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

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

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

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

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (APR 2010) (41 U.S.C. 3509).

(ii) 52.219-8, Utilization of Small Business Concerns (OCT 2014) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$650,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

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

(iv) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).

(v) 52.222-35, Equal Opportunity for Veterans (JUL 2014) (38 U.S.C. 4212).

(vi) 52.222-36, Equal Opportunity for Workers with Disabilities (JUL 2014) (29 U.S.C. 793).

(vii) 52.222-37, Employment Reports on Veterans (JUL 2014) (38 U.S.C. 4212).

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

(ix) 52.222-41, Service Contract Labor Standards (MAY 2014) (41 U.S.C. chapter 67).

(x) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).

Alternate I (AUG 2007) of 52.222-50 (22 U.S.C. 7104(g)).

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

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

(xiii) 52.222-54, Employment Eligibility Verification (AUG 2013).

(xiv) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

(xv) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (MAY 2014) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

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

(xvii) 52.222-55, Minimum Wages Under Executive Order 13658 (DEC 2014) (Executive Order 13658).

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

(End of Clause)

#### **ADDENDUM to FAR 52.212-1 INSTRUCTIONS TO OFFERORS—COMMERCIAL ITEMS**

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

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

### **C.23 MANDATORY WRITTEN DISCLOSURES**

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

## **D.1 BUSINESS ASSOCIATE AGREEMENT BETWEEN THE DEPARTMENT OF VETERANS AFFAIRS VETERANS HEALTH ADMINISTRATION AND**

Purpose. The purpose of this Business Associate Agreement (Agreement) is to establish requirements for the Department of Veterans Affairs (VA) Veterans Health Administration (VHA) and in accordance with the Health Insurance Portability and Accountability Act (HIPAA), the Health Information Technology for Economic and Clinical Health Act (HITECH) Act, and the HIPAA Privacy, Security, Breach Notification, and Enforcement Rules (“HIPAA Rules”), 45 C.F.R. Parts 160 and 164, for the Use and Disclosure of Protected Health Information (PHI) under the terms and conditions specified below.

Scope. Under this Agreement and other applicable contracts or agreements, will provide services to, for, or on behalf of VHA.

In order for to provide such services, VHA will disclose Protected Health Information to and will use or disclose Protected Health Information in accordance with this Agreement.

Definitions. Unless otherwise provided, the following terms used in this Agreement have the same meaning as defined by the HIPAA Rules: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information (PHI), Required by Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use.

“Business Associate” shall have the same meaning as described at 45 C.F.R. § 160.103. For the purposes of this Agreement, Business Associate shall refer to , including its employees, officers, or any other agents that create, receive, maintain, or transmit PHI as described below.

“Covered Entity” shall have the same meaning as the term is defined at 45 C.F.R. § 160.103. For the purposes of this Agreement, Covered Entity shall refer to VHA.

“Protected Health Information” or “PHI” shall have the same meaning as described at 45 C.F.R. § 160.103. “Protected Health Information” and “PHI” as used in this Agreement include “Electronic Protected Health Information” and “E PHI.” For the purposes of this Agreement and unless otherwise provided, the term shall also refer to PHI that Business Associate creates, receives, maintains, or transmits on behalf of Covered Entity or receives from Covered Entity or another Business Associate.

“Subcontractor” shall have the same meaning as the term is defined at 45 C.F.R. § 160.103. For the purposes of this Agreement, Subcontractor shall refer to a contractor of any person or entity, other than Covered Entity, that creates, receives, maintains, or transmits PHI under the terms of this Agreement.

Terms and Conditions. Covered Entity and Business Associate agree as follows:

1. Ownership of PHI. PHI is and remains the property of Covered Entity as long as Business Associate creates, receives, maintains, or transmits PHI, regardless of whether a compliant Business Associate agreement is in place.

2. Use and Disclosure of PHI by Business Associate. Unless otherwise provided, Business Associate:

A. May not use or disclose PHI other than as permitted or required by this Agreement, or in a manner that would violate the HIPAA Privacy Rule if done by Covered Entity, except that it may use or disclose PHI:

- (1) As required by law or to carry out its legal responsibilities;
- (2) For the proper management and administration of Business Associate; or
- (3) To provide Data Aggregation services relating to the health care operations of Covered Entity.

B. Must use or disclose PHI in a manner that complies with Covered Entity's minimum necessary policies and procedures.

C. May de-identify PHI created or received by Business Associate under this Agreement at the request of the Covered Entity, provided that the de-identification conforms to the requirements of the HIPAA Privacy Rule.

3. Obligations of Business Associate. In connection with any Use or Disclosure of PHI, Business Associate must:

A. Consult with Covered Entity before using or disclosing PHI whenever Business Associate is uncertain whether the Use or Disclosure is authorized under this Agreement.

B. Implement appropriate administrative, physical, and technical safeguards and controls to protect PHI and document applicable policies and procedures to prevent any Use or Disclosure of PHI other than as provided by this Agreement.

C. Provide satisfactory assurances that PHI created or received by Business Associate under this Agreement is protected to the greatest extent feasible.

D. Notify Covered Entity within twenty-four (24) hours of Business Associate's discovery of any potential access, acquisition, use, disclosure, modification, or destruction of either secured or unsecured PHI in violation of this Agreement, including any Breach of PHI.

(1) Any incident as described above will be treated as discovered as of the first day on which such event is known to Business Associate or, by exercising reasonable diligence, would have been known to Business Associate.

(2) Notification shall be sent to the Director, Health Information Governance, by email to [VHABAAIssues@va.gov](mailto:VHABAAIssues@va.gov).

(3) Business Associate shall not notify individuals or HHS directly unless Business Associate is not acting as an agent of Covered Entity but in its capacity as a Covered Entity itself.

E. Provide a written report to Covered Entity of any potential access, acquisition, use, disclosure, modification, or destruction of either secured or unsecured PHI in violation of this Agreement, including any Breach of PHI, within ten (10) business days of the initial notification.

(1) The written report of an incident as described above will document the following:

(a) The identity of each Individual whose PHI has been, or is reasonably believed by Business Associate to have been, accessed, acquired, used, disclosed, modified, or destroyed;

(b) A description of what occurred, including the date of the incident and the date of the discovery of the incident (if known);

(c) A description of the types of secured or unsecured PHI that was involved;

(d) A description of what is being done to investigate the incident, to mitigate further harm to Individuals, and to protect against future incidents; and

(e) Any other information as required by 45 C.F.R. §§ 164.404(c) and 164.410.

(2) The written report shall be addressed to:

Director, Health Information Governance

Department of Veterans Affairs – Veterans Health Administration

Office of Informatics and Analytics (10P)

810 Vermont Avenue NW

Washington, DC 20420

and submitted by email at [VHABAAIssues@va.gov](mailto:VHABAAIssues@va.gov)

F. To the greatest extent feasible, mitigate any harm due to a Use or Disclosure of PHI by Business Associate in violation of this Agreement that is known or, by exercising reasonable diligence, should have been known to Business Associate.

G. Use only contractors and Subcontractors that are physically located within a jurisdiction subject to the laws of the United States, and ensure that no contractor or Subcontractor maintains, processes, uses, or discloses PHI in any way that will remove the information from such jurisdiction. Any modification to this provision must be approved by Covered Entity in advance and in writing.

H. Enter into Business Associate Agreements with contractors and Subcontractors as appropriate under the HIPAA Rules and this Agreement. Business Associate:

(1) Must ensure that the terms of any Agreement between Business Associate and a contractor or Subcontractor are at least as restrictive as Business Associate Agreement between Business Associate and Covered Entity.

(2) Must ensure that contractors and Subcontractors agree to the same restrictions and conditions that apply to Business Associate and obtain satisfactory written assurances from them that they agree to those restrictions and conditions.

(3) May not amend any terms of such Agreement without Covered Entity's prior written approval.

I. Within five (5) business days of a written request from Covered Entity:

(1) Make available information for Covered Entity to respond to an Individual's request for access to PHI about him/her.

(2) Make available information for Covered Entity to respond to an Individual's request for amendment of PHI about him/her and, as determined by and under the direction of Covered Entity, incorporate any amendment to the PHI.

(3) Make available PHI for Covered Entity to respond to an Individual's request for an accounting of Disclosures of PHI about him/her.

J. Business Associate may not take any action concerning an individual's request for access, amendment, or accounting other than as instructed by Covered Entity.

K. To the extent Business Associate is required to carry out Covered Entity's obligations under Subpart E of 45 CFR Part 164, comply with the provisions that apply to Covered Entity in the performance of such obligations.

L. Provide to the Secretary of Health and Human Services and to Covered Entity records related to Use or Disclosure of PHI, including its policies, procedures, and practices, for the purpose of determining Covered Entity's, Business Associate's, or a Subcontractor's compliance with the HIPAA Rules.

M. Upon completion or termination of the applicable contract(s) or agreement(s), return or destroy, as determined by and under the direction of Covered Entity, all PHI and other VA data created or received by Business Associate during the performance of the contract(s) or agreement(s). No such information will be retained by Business Associate unless retention is required by law or specifically permitted by Covered Entity. If return or destruction is not feasible, Business Associate shall continue to protect the PHI in accordance with the Agreement and use or disclose the information only for the purpose of making the return or destruction feasible, or as required by law or specifically permitted by Covered Entity. Business Associate shall provide written assurance that either all PHI has been returned or destroyed, or any information retained will be safeguarded and used and disclosed only as permitted under this paragraph.

N. Be liable to Covered Entity for civil or criminal penalties imposed on Covered Entity, in accordance with 45 C.F.R. §§ 164.402 and 164.410, and with the HITECH Act, 42 U.S.C. §§ 17931(b), 17934(c), for any violation of the HIPAA Rules or this Agreement by Business Associate.

4. Obligations of Covered Entity. Covered Entity agrees that it:

A. Will not request Business Associate to make any Use or Disclosure of PHI in a manner that would not be permissible under Subpart E of 45 C.F.R. Part 164 if made by Covered Entity, except as permitted under Section 2 of this Agreement.

B. Will promptly notify Business Associate in writing of any restrictions on Covered Entity's authority to use or disclose PHI that may limit Business Associate's Use or Disclosure of PHI or otherwise affect its ability to fulfill its obligations under this Agreement.

C. Has obtained or will obtain from Individuals any authorization necessary for Business Associate to fulfill its obligations under this Agreement.

D. Will promptly notify Business Associate in writing of any change in Covered Entity's Notice of Privacy Practices, or any modification or revocation of an Individual's authorization to use or disclose PHI, if such change or revocation may limit Business Associate's Use and Disclosure of PHI or otherwise affect its ability to perform its obligations under this Agreement.

5. Amendment. Business Associate and Covered Entity will take such action as is necessary to amend this Agreement for Covered Entity to comply with the requirements of the HIPAA Rules or other applicable law.

6. Termination.

A. Automatic Termination. This Agreement will automatically terminate upon completion of Business Associate’s duties under all underlying Agreements or by termination of such underlying Agreements.

B. Termination Upon Review. This Agreement may be terminated by Covered Entity, at its discretion, upon review as provided by Section 9 of this Agreement.

C. Termination for Cause. In the event of a material breach by Business Associate, Covered Entity:

(1) Will provide an opportunity for Business Associate to cure the breach or end the violation within the time specified by Covered Entity;

(2) May terminate this Agreement and underlying contract(s) if Business Associate does not cure the breach or end the violation within the time specified by Covered Entity.

D. Effect of Termination. Termination of this Agreement will result in cessation of activities by Business Associate involving PHI under this Agreement.

E. Survival. The obligations of Business Associate under this Section shall survive the termination of this Agreement as long as Business Associate creates, receives, maintains, or transmits PHI, regardless of whether a compliant Business Associate Agreement is in place.

7. No Third Party Beneficiaries. Nothing expressed or implied in this Agreement confers any rights, remedies, obligations, or liabilities whatsoever upon any person or entity other than Covered Entity and Business Associate, including their respective successors or assigns.

8. Other Applicable Law. This Agreement does not abrogate any responsibilities of the parties under any other applicable law.

9. Review Date. The provisions of this Agreement will be reviewed by Covered Entity every two years from Effective Date to determine the applicability and accuracy of the Agreement based on the circumstances that exist at the time of review.

10. Effective Date. This Agreement shall be effective on the last signature date below.

**Department of Veterans Affairs  
Veterans Health Administration**

**By:** \_\_\_\_\_  
**Name:** \_\_\_\_\_  
**Title:** \_\_\_\_\_  
**Date:** \_\_\_\_\_

**By:** \_\_\_\_\_  
**Name:** \_\_\_\_\_  
**Title:** \_\_\_\_\_  
**Date:** \_\_\_\_\_

**D.2 OXYGEN CONTRACTOR SITE VISIT SURVEY**

**Date:**

**Vendor:**

Checklist of Organization's Performance Measures of Oxygen Equipment and Contract Obligations

<b><u>Area Procedures/Policy</u></b>	<b><u>Good</u></b>	<b><u>Satisfactory</u></b>	<b><u>Unsatisfactory</u></b>
Wheelchair Storage Clean & Neat	_____	_____	_____
Cleaning & Repair Of Returned equipment	_____	_____	_____
Area O2 Rx's current	_____	_____	_____
TB Policy	_____	_____	_____
Employee Training/ Competencies	_____	_____	_____
Employee Driver Trainer	_____	_____	_____
Status of Concentrators PM's	_____	_____	_____
Inventory Control System	_____	_____	_____
Patient Files	_____	_____	_____
Handicap Parking	_____	_____	_____
Ventilation/Lighting and Security System	_____	_____	_____
Adequacy and Condition of Space	_____	_____	_____
Receiving & Warehouse Management	_____	_____	_____

**Comments & Recommendations for all Unsatisfactory**

**Findings:** \_\_\_\_\_  
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**Additional  
Comments:**

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**Chief of Prosthetic or Designee  
DC VAMC**

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**Date**

## **D.3 PATIENTS RIGHTS AND RESPONSIBILITIES DOCUMENT**

**The VA Medical Center is dedicated to providing quality and excellence in patient care, education and research.**

**As a patient you have the right to:**

- Healthcare that respects your personal value and belief systems regardless of race, sex, national origin, age or sources of payment for care.
- Fast and correct care with the least change in lifestyle for that treatment.
- Make decisions about your care
- Reasonable protection of your privacy.
- To have your medical and personal information released as you choose or as needed by law.
- Choose a person to make medical decisions for you if you become unable to make choices.
- Choose not to be treated within the limits of the law.
- Express a complaint and receive fast attention.
- Know what hospital rules and regulations apply to you.

**In providing your care, the VA Medical Center has the right to expect reasonable and responsible behavior on the part of patients and visitors. Compliance with the following list of responsibilities is necessary to ensure you the highest quality care. You are responsible to:**

- Follow all of the medical center's safety rules and posted signs
- Be considerate and respectful of medical center personnel and other patients.
- Cooperate with your treatment staff. If you have questions or disagree with your treatment plan, you are responsible for discussing it with you treatment staff.
- Prevent any injury to yourself, other patients, visitors and staff members of your own actions and to be responsible for the safekeeping of clothing, money, and personal possessions you chose to keep with you while you are in this medical center.
- Keep all your scheduled diagnostic or treatment appointments all the time.
- Make sure you understand what medications you are prescribed.
- Make sure you understand clinic follow up appointments.

**As a patient receiving home oxygen equipment and/or devices you have the responsibility to:**

- Take reasonable care when using devices and/or equipment issued to you.
- Exercise reasonable care and maintenance of devices and equipment issued to you.
- Express your concerns regarding the timeliness of services and devices provided to you.
- Complete and have placed on file a copy of your Patient Satisfaction Form clearly stating your questions and concerns.
- Immediately advise the Prosthetic Treatment Center of defective equipment.
- Advise the Prosthetic Treatment Center when equipment is no longer required for your use.
- Not to sell or give away equipment provided to you by the Department of Veterans Affairs.

(Print Name) \_\_\_\_\_ hereby acknowledged receipt of a copy of the Patients Rights and Responsibilities document.

\_\_\_\_\_  
Patient's or Caregiver's Signature

\_\_\_\_\_  
Date

### D.4 HOME EQUIPMENT CHECK LIST

Equipment requirements to be reviewed and signed by all VA beneficiaries and/or care providers, and installer/delivery persons upon completion and installation of new equipment.

Date: \_\_\_\_\_

Veteran's name: \_\_\_\_\_ Last 4SS#: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Home Phone Number: \_\_\_\_\_ Cell Phone Number: \_\_\_\_\_

<u>Name of item(s) Furnished</u>	<u>Serial# Make/Model</u>	<u>Condition New or Used</u>
1. _____	_____	_____
2. _____	_____	_____
3. _____	_____	_____
4. _____	_____	_____
5. _____	_____	_____

Training by: \_\_\_\_\_  
(Name/Title)

Given To: \_\_\_\_\_  
(Veteran, Spouse/Care giver)

Training Method: Oral: \_\_\_\_\_ Written: \_\_\_\_\_ Demo: \_\_\_\_\_ Return Demo: \_\_\_\_\_

**HOME EQUIPMENT CHECKLIST  
(CONTINUED)**

INSTRUCTION PROVIDER: Check appropriate item(s) or use number of item in the appropriate space (i.e.; 1, 2, 3, to indicate item listed were covered).

Correct Use_____	Care_____
Safety Procedures_____	Cleaning_____
Safety Devices_____	Backup System_____
Danger Indicators_____	Electrical Safety_____
Alarms_____	Fire Hazards_____
Emergency Actions_____	Manufacturers Instruction_____
Maintenance Required_____	
Trouble Shooting_____	Instruction for Reused Equipment_____

I certify I have provided instructions as indicated hereon and that the persons instructed fully understand the oral, written and demonstrated information. They have been informed to contact the VA Prosthetic Treatment Center or for any additional information they may require regarding this equipment or for its repair or maintenance.

\_\_\_\_\_  
(Contractor's Name) (Day Phone & Emergency Phone)

\_\_\_\_\_  
(Technician Signature) (Date)

I certify I understand the oral, written, and demonstrated instructions given me regarding this equipment and have given a return demonstration as appropriate. I am satisfied with the equipment provided, or have noted the exceptions under the remarks. If I have any complaints regarding this equipment or service rendered, I will notify the Prosthetic Treatment Center at the VA Medical Center.

\_\_\_\_\_  
(Signature of Veteran of Caregiver) (Date)

**HOME EQUIPMENT CHECKLIST  
(CONTINUED)**

*DELIVERY PERSON IS TO CHECK OFF, FILL IN OR COMMENT ON AS APPROPRIATE REVIEW WITH VETERAN/CARE PROVIDER AS APPROPRIATE.*

**KNOWLEDGE OF POWER EQUIPMENT AND REQUIREMENTS CHECK OFF FOR ELECTRICAL EQUIPMENT**

Brand \_\_\_\_\_

Model \_\_\_\_\_

Amperage (safety check/amp. meter) \_\_\_\_\_

Back up system \_\_\_\_\_

Appropriate use of back up system \_\_\_\_\_

Internal Battery \_\_\_\_\_

External Battery \_\_\_\_\_

**Electrical Safety**

Grounding \_\_\_\_\_

Cord Condition \_\_\_\_\_

Extension Cord \_\_\_\_\_

Liquid Exposure \_\_\_\_\_

Circuit Overload \_\_\_\_\_

Heaters \_\_\_\_\_

Special Electrical Requirements for Equipment \_\_\_\_\_

**FIRE HAZARDS**

Safe Use of Oxygen \_\_\_\_\_

Fire Response \_\_\_\_\_

Exit Procedure \_\_\_\_\_

Smoke Detectors \_\_\_\_\_

Hazards of Smoking in Bed \_\_\_\_\_

Fire Extinguisher \_\_\_\_\_

**D.5 PATIENT SATISFACTION SURVEY OXYGEN SERVICES**

STATION NAME \_\_\_\_\_

Vendor being surveyed: \_\_\_\_\_

Patient Name \_\_\_\_\_ (Data Validation Purposes)

It is very important to Prosthetics that our patients receive quality service from our contractors. If you would take a few minutes out and complete this survey regarding the recent services you received, it would be most appreciative. Please use the Rating Scale below and return to the Prosthetic Department. Thanks in advance for the opportunity to better serve you.

1. Were you asked to identify yourself by the contractor? Yes                      No

**A=EXCELLENT      B=GOOD      C=FAIR      D=POOR**

2. Was your equipment in clean and working order? A      B      C      D

3. Was the equipment delivered at the time agreed upon or expected? A      B      C      D

4. Was the delivery and set/up provided by courteous and knowledgeable staff? A      B      C      D

5. Were instructions provided on the use, care and cleaning of the equipment? A      B      C      D

6. Were you provided with clear information about your rights and responsibilities? A      B      C      D

7. Were you provided information about contractor's complaint procedures? A      B      C      D

8. Were you provided telephone numbers for emergency services/questions? A      B      C      D

9. RELIABILITY, please rate. A      B      C      D

10. Were employees courteous and efficient when you called their office? A      B      C      D

11. Did the equipment and/or services meet your medical needs? A      B      C      D

Comments: \_\_\_\_\_

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**WAGE DETERMINATIONS:**

See attached document: WD 05-2095 (REV 13).

See attached document: WD 05-2097 (REV 15).

See attached document: WD 05-2247 (REV-14).

See attached document: WD 05-2249 (REV-13).

See attached document: WD 05 2455 (REV-14).

See attached document: WD 05-3015 (REV 13).

## **SECTION E - SOLICITATION PROVISIONS**

### **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):

<http://www.acquisition.gov/far/index.html>  
<http://www.va.gov/oal/library/vaar/>

(End of Provision)

### **E.2 52.209-5 REPRESENTATION BY CORPORATIONS REGARDING AN UNPAID TAX LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW (DEVIATION)(MAR 2012)**

(a) In accordance with Division H, sections 8124 and 8125 of P.L. 112-74 and sections 738 and 739 of P.L. 112-55 none of the funds made available by either Act may be used to enter into a contract with any corporation that—

(1) Has an unpaid federal tax liability, unless the agency has considered suspension or debarment of the corporation and the Suspension and Debarment Official has made a determination that this action is not necessary to protect the interests of the Government.

(2) Has a felony criminal violation under any Federal or State law within the preceding 24 months, unless the agency has considered suspension or debarment of the corporation and Suspension and Debarment Official has made a determination that this action is not necessary to protect the interests of the Government.

(b) The Offeror represents that—

(1) The offeror does  does not  have any unpaid Federal tax liability that has been assessed and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

(2) The offeror, its officers or agents acting on its behalf have  have not  been convicted of a felony criminal violation under a Federal or State law within the preceding 24 months.

(End of Provision)

### E.3 52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS (JUL 2013)

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

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

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

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

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

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

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

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

- (i) In a criminal proceeding, a conviction.
- (ii) In a civil proceeding, a finding of fault and liability that results in the payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more.
- (iii) In an administrative proceeding, a finding of fault and liability that results in—
  - (A) The payment of a monetary fine or penalty of \$5,000 or more; or
  - (B) The payment of a reimbursement, restitution, or damages in excess of \$100,000.

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

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

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

(End of Provision)

**E.4 52.216-1 TYPE OF CONTRACT (APR 1984)**

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

(End of Provision)

<u>FAR Number</u>	<u>Title</u>	<u>Date</u>
52.217-3	EVALUATION EXCLUSIVE OF OPTIONS	APR 1984
52.225-25	PROHIBITION ON CONTRACTING WITH ENTITIES ENGAGING IN CERTAIN ACTIVITIES OR TRANSACTIONS RELATING TO IRAN—REPRESENTATION AND CERTIFICATIONS	DEC 2012

**E.5 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 Officer (90C)  
Boiler House and 6th Street  
Bldg. 101, Room 27  
Perry Point MD 21902  
Mailing Address:

Department of Veterans Affairs

VA Maryland Health Care System  
Contracting Officer (90C)  
P.O. Box 1000, Bldg. 101, Room 27  
Perry Point MD 21902

(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.6 VAAR 852.215-70 SERVICE-DISABLED VETERAN-OWNED AND VETERAN-OWNED SMALL BUSINESS EVALUATION FACTORS (DEC 2009)**

(a) In an effort to achieve socioeconomic small business goals, depending on the evaluation factors included in the solicitation, VA shall evaluate offerors based on their service-disabled veteran-owned or veteran-owned small business status and their proposed use of eligible service-disabled veteran-owned small businesses and veteran-owned small businesses as subcontractors.

(b) Eligible service-disabled veteran-owned offerors will receive full credit, and offerors qualifying as veteran-owned small businesses will receive partial credit for the Service-Disabled Veteran-Owned and Veteran-owned Small Business Status evaluation factor. To receive credit, an offeror must be registered and verified in Vendor Information Pages (VIP) database. (<http://www.VetBiz.gov>).

(c) Non-veteran offerors proposing to use service-disabled veteran-owned small businesses or veteran-owned small businesses as subcontractors will receive some consideration under this evaluation factor. Offerors must state in their proposals the names of the SDVOSBs and VOSBs with whom they intend to subcontract and provide a brief description of the proposed subcontracts and the approximate dollar values of the proposed subcontracts. In addition, the proposed subcontractors must be registered and verified in the VetBiz.gov VIP database (<http://www.vetbiz.gov>).

(End of Provision)

## **E.7 VAAR 852.215-71 EVALUATION FACTOR COMMITMENTS (DEC 2009)**

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

(End of Clause)

## **E.8 VAAR 852.233-70 PROTEST CONTENT/ALTERNATIVE DISPUTE RESOLUTION (JAN 2008)**

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

- (1) Include the name, address, fax number, and telephone number of the protester;
- (2) Identify the solicitation and/or contract number;
- (3) Include an original signed by the protester or the protester's representative and at least one copy;
- (4) Set forth a detailed statement of the legal and factual grounds of the protest, including a description of resulting prejudice to the protester, and provide copies of relevant documents;
- (5) Specifically request a ruling of the individual upon whom the protest is served;
- (6) State the form of relief requested; and
- (7) Provide all information establishing the timeliness of the protest.

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

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

(End of Provision)

### **E.9 VAAR 852.233-71 ALTERNATE PROTEST PROCEDURE (JAN 1998)**

As an alternative to filing a protest with the contracting officer, an interested party may file a protest with the Deputy Assistant Secretary for Acquisition and Materiel Management, Acquisition Administration Team, Department of Veterans Affairs, 810 Vermont Avenue, NW., Washington, DC 20420, or for solicitations issued by the Office of Construction and Facilities Management, the Director, Office of Construction and Facilities Management, 810 Vermont Avenue, NW., Washington, DC 20420. The protest will not be considered if the interested party has a protest on the same or similar issues pending with the contracting officer.

(End of Provision)

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

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

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

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

### **E.10 VAAR 852.252-70 SOLICITATION PROVISIONS OR CLAUSES INCORPORATED BY REFERENCE (JAN 2008)**

The following provisions or clauses incorporated by reference in this solicitation must be completed by the offeror or prospective contractor and submitted with the quotation or offer. Copies of these provisions or clauses are available on the Internet at the Web sites provided in the provision at FAR 52.252-1, Solicitation Provisions Incorporated by Reference, or the clause at FAR 52.252-2, Clauses Incorporated by Reference. Copies may also be obtained from the contracting officer.

[Contracting officer shall list all FAR and 48 CFR Chapter 8 (VAAR) provisions and clauses incorporated by reference that must be completed by the offeror or prospective contractor and submitted with the quotation or offer.]

(End of Provision)

**E.11 VAAR 852.270-1 REPRESENTATIVES OF CONTRACTING OFFICERS (JAN 2008)**

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

(End of Provision)

**E.12 VAAR 852.271-70 NONDISCRIMINATION IN SERVICES PROVIDED TO BENEFICIARIES (JAN 2008)**

The contractor agrees to provide all services specified in this contract for any person determined eligible by the Department of Veterans Affairs, regardless of the race, color, religion, sex, or national origin of the person for whom such services are ordered. The contractor further warrants that he/she will not resort to subcontracting as a means of circumventing this provision.

(End of Provision)

**E.13 VAAR 852.271-74 INSPECTION (JAN 2008)**

The contractor will permit the duly authorized representative of the Department of Veterans Affairs to visit the place of instruction or the counseling and testing operations as may be necessary and examine the training facilities, the work of the veterans in training under this contract, and the records of these operations.

(End of Clause)

**E.14 VAAR 852.273-70 LATE OFFERS (JAN 2003)**

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

(End of Provision)

**E.15 VAAR 852.273-74 AWARD WITHOUT EXCHANGES (JAN 2003)**

The Government intends to evaluate proposals and award a contract without exchanges with offerors. Therefore, each initial offer should contain the offeror's best terms from a cost or price and technical standpoint. However, the Government reserves the right to conduct exchanges if later determined by the contracting officer to be necessary.

(End of Provision)

(End of Addendum to 52.212-1)

## E.16 52.212-2 EVALUATION—COMMERCIAL ITEMS (OCT 2014)

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

FACTOR 1 - TECHNICAL CAPABILITY – with sub-factors of:

- a. JCAHO Standards/Accreditation
- b. Key Personnel
- c. Management Capabilities & Approach
- d. Quality of Offeror's Facility
- e. Education/Training

FACTOR 2 - PAST PERFORMANCE

FACTOR 3 – COST

FACTOR 4 – VETERAN INVOLVEMENT

Technical, Past performance, and Veteran Involvement when combined, are significantly more important than cost. Technical sub-factors are equally important. Technical Capabilities are slightly more important than Past Performance, Past Performance is slightly more important than Cost and Cost is slightly more important than Veteran Involvement.

However, price preference will be given to those offerors that are service-disabled veteran owned small business (SDVOSB), veteran owned small business (VOSB) or using SDVOSB or VOSB subcontractors. These preferences if any are solely for use during the pricing evaluation phase. However, contract award will be based on offeror's actual proposed pricing. Offers received from SDVOSBs will receive a 10% price preference. Offers received from VOSBs will receive a 5% price preference. Offers received from non-VOSBs who propose to use SDVOSB or VOSB as subcontractors will receive a 2.5% price preference. For pricing evaluation purposes only, a 10% price reduction will be applied to the total sum of all contract CLINS for those offers received from SDVOSBs, a 5% price reduction will be applied to the base bid for those offers received from VOSBs and finally 2.5% price reduction will be applied to the base bid for those offers received from non-VOSBs that propose to SDVOSBs or VOSBs as subcontractors.

The Governments evaluators shall perform a comparative best value evaluation of all offers received and recommended the offers with the highest expected technical value based upon the factors contained in the solicitation. The potential impact is that the Government may choose to select for award a technically superior proposal that is other than the lowest price, or may choose to accept a higher performance risk in exchange for a technically innovative approach.

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

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

### **INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS**

This requirement will service the Baltimore VA Medical Center. The VA intends to award one contract, and the Offeror is expected to provide; if mailed or hand carried, (3) copies in separate volumes of their cost and technical proposals and past performance information. Incomplete proposals will not be considered.

### **GENERAL INSTRUCTIONS FOR PROPOSAL SUBMISSION**

A proposal submitted in response to this solicitation must consist of:

- 1) If mailed or hand carried, (3) copies - Separate volume for the Technical Proposal (75 pages) with sections JCAHO Standards/Accreditation. , Key Personnel, Management Capabilities and Approach, Quality of Offeror's Facility, and Education/Training
- 2) If mailed or hand carried, (3) copies - Past Performance Information (50 pages),
- 3) 10 Projects within the past 5 years
- 4) If mailed or hand carried, (3 copies) - Cost Proposal (25 pages).

Proposals must be legible, double spaced, in a type size not smaller than 12 point proportional, on paper not larger than eight and a half by eleven inches and shall not exceed 150 pages (75 pages for Technical Proposal, 50 pages for Past performance and 25 pages for Cost Proposal). Pages in excess of the individual limit of 150 shall not be read, and the proposal shall be evaluated as if the excess page did not exist.

The Cost and Technical proposal and Past Performance information shall be in separately marked envelopes with a cover letter and be clearly marked with the solicitation number. Table of contents and blank section dividers are not included in the page limitations. Fold out charts or diagrams used will be counted as part of the page limitation per proposal.

The Contracting Officer has not authorized the use of electronic commerce for the clarifications of the solicitation. Proposals submitted after the offer due date will not be accepted. All completed and signed copies of proposals shall be mailed or hand carried to the address specified in Block 9 of Standard Form 1449, Page 1.

### **PERIOD FOR ACCEPTANCE OF OFFERS**

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

## **FACTOR 1: TECHNICAL PROPOSAL**

### **JCAHO Standards/Accreditation**

Demonstrate compliance with specification related to JCAHO standards. Provide documentation showing how contractor meets JCAHO Standards. The Contractor, if JCAHO accredited, shall submit proof of JCAHO accreditation as part of its technical proposal.

### **Key Personnel**

For Respiratory Therapist performing services under the contract, submit a resume, educational background, knowledge/skills, experience, training certificates, license(s) from each state, three (3) personnel references, continuing education taken and relative importance to the services they will be providing.

### **Management Capabilities & Approach**

Corporate experience of Offeror's officers and employees, manner in which vendor would intend to accomplish contractual obligations for start-up and phase-in schedule, management plans and procedures for logistical and administrative support of all functions; i.e., Contractor training or personnel.

- (i) Proposed method/system of patient orientation and written instruction to cover the operation of oxygen equipment.
- (ii) Quality control procedures to be used to ensure all contractual requirements are met.
- (iii) Offeror to provide descriptive literature on the oxygen equipment he/she intends to provide beneficiaries. The failure of descriptive literature to show that the product offered conforms to the requirements of this solicitation may require rejection of the offer.
- (iv) Copy of customer satisfaction data for the last three years including methodology and action plan if areas to improve were identified.

### **Quality of Offeror's Facility**

Demonstrate compliance with specifications related to personnel, locations, and capability to meet time requirements.

- (i) Evidence of qualified personnel to service this contract (including copies of licenses)
- (ii) Offeror's technical expertise and knowledge of equipment.
- (iii) Years of experience providing services.
- (iv) Availability of labor force or plan for recruiting.
- (v) Describe base of operations (home office) and satellites (if any) to service all AREAS. If the Offeror does not currently have an office or required satellites in the catchments, a comprehensive plan for the acquisition of resources (e.g. space, equipment, personnel, etc.) needs to be outlined including an implementation date no later than 15 days prior to the start of the contract.

### **Education/Training**

Offeror shall provide all patient education materials on home oxygen equipment that will be provided to patient population. (The failure of descriptive literature to show that the product offered conforms to the requirements of this solicitation may require rejection of the offer).

Describe proposed training program for educating the patient and home care provider for the home oxygen equipment.

## **FACTOR 2: PAST PERFORMANCE**

### **Past Performance**

Identify all Federal, State, and local government contracts and private contracts of similar scope, size, and complexity that are ongoing, or have been completed within the last three (3) years, or in the alternative to “contracts”, indicate nature of past performance in the regular conduct of business. Provide a list of three (3) references pertaining to those contracts including name, address, contact person, and telephone number. Include information that depicts contract compliance, financial stability and efficiency, and customer satisfaction. Past Performance information shall be in a separately marked envelope with a cover letter and be clearly marked with the solicitation number.

## **FACTOR 3: COST PROPOSAL**

Total price will be evaluated by the Government. In evaluating the Offeror's proposal price for this requirement, the Government's concern includes determining whether:

The Government reserves the right to make award on the basis of initial offers received, without discussions. Therefore, the initial offer should contain the Offeror's best terms from a cost/price and technical standpoint. The Government will award a single contract contingent upon best value and the Offeror's ability to meet all requirements.

Unrealistically low proposed prices, initially or subsequently, may be grounds for eliminating a Proposal from competition either on the basis that the offeror does not understand the requirement or the offeror has provided an unrealistic Proposal. Price analysis techniques may include a comparison of proposed prices received in response to the solicitation, comparison with other contract prices for similar services, and/or a comparison of proposed prices with the Independent Government Cost Estimate. The Contracting Officer reserves the right to eliminate an Offeror from the competitive range if their prices are determined to be either extremely low or extremely high.

## **FACTOR 4: VETERAN INVOLVEMENT**

Veteran Involvement – eligible Service-disabled Veteran-owned small business (SDVOSB) Offerors will receive an Excellent rating for this factor; Offerors qualifying as Veteran-owned small business (VOSB) will receive a Good; while firms which subcontract 7% or more of the contract value to a SDVOSB or VOSB will receive a Satisfactory. Offerors that are not SDVOSB/VOSB or do not subcontract to a SDVOSB/VOSB will receive a Neutral rating. Substantiating documents such as teaming agreements must be submitted with the price quotation. To receive credit, an Offeror must be registered and verified in VetBiz.gov Vendor Information Pages (<http://www.VetBiz.gov>).

## EVALUATION OF THE TECHNICAL PROPOSAL

“Outstanding”	O	Very significantly exceeds most or all solicitation requirements. Response exceeds a “Better” rating. The Offeror has clearly Demonstrated an understanding of all aspects of the requirement to the extent that timely and highest quality performance is anticipated.
“Better”	B	Fully meets all solicitation requirements and significantly exceeds many of the solicitation requirements. Response exceeds an “Acceptable” rating. The areas in which the Offeror exceeds the requirements are anticipated to result in a high level of efficiency or productivity or quality.
“Acceptable”	A	Meets all solicitation requirements. Complete, Comprehensive, and exemplifies an understanding of the scope and depth of the Task requirements as well as the Offeror’s understanding of the Government’s requirements.
“Marginal”	M	Less than acceptable. “There are some deficiencies in the technical proposal. However, given the opportunity for discussions, the technical proposal has a reasonable chance of becoming at least “Acceptable.” (Areas of a technical proposal which remain to be “Marginal” after “Best and Final” offers shall not be subject to further discussion or revision.) If award is made on initial offers, there will not be an opportunity for discussions, nor a chance to become at least “Acceptable.”
“Unacceptable”	U	Technical proposal has many deficiencies and/or gross omissions: Failure to understand much of the scope of work necessary to perform the required tasks; failure to provide a reasonable, logical approach to fulfilling much of the Government’s requirements; failure to meet many personnel requirements of the solicitation. (When applying this adjective to the technical proposal as a whole, the technical proposal must be so unacceptable in one or more areas that it would have to be significantly revised to attempt to make it other than unacceptable.)

## EVALUATION OF PAST PERFORMANCE

Scoring Adjective: The following adjectives should be used as general guidance in assessing the Offeror’s past performance. This evaluation is separate and distinct from the Contracting Officer’s responsibility determination. The assessment of the Offeror’s past performance will be used to evaluate the relative capability of the Offeror and other competitors to successfully meet

the requirements of the RFP: Contracting Officers will use the following adjectival definitions as guidelines in evaluating past performance:

**NEUTRAL:** No relevant past performance available for evaluation. Offeror has asserted that it has no relevant directly related or similar past performance experience. Proposal receives no merit or demerit for this factor.

**OUTSTANDING:** No risk anticipated with delivery of quality product, on time, or of any degradation of performance or lack of customer satisfaction (or cost growth if applicable) based upon Offeror's past performance.

**BETTER:** Very little risk anticipated with delivery of quality product, on time, or of degradation of performance or lack of customer satisfaction (or cost growth if applicable) based upon the Offeror's past performance.

**SATISFACTORY:** Some potential risk anticipated with delivery of quality product, on time, and of degradation or lack of customer satisfaction (or cost growth if applicable) based upon the Offeror's past performance.

**MARGINAL:** Significant potential risk anticipated with delivery of quality product, on time, and of degradation of performance based upon the Offeror's past performance. (A rating of marginal does not by itself make the proposal ineligible for award.)

**METHOD OF AWARD:** Technical, Past performance, and Veteran Involvement when combined, are significantly more important than cost. Technical sub-factors are equally important. Technical Capabilities are slightly more important than Past Performance, Past Performance is slightly more important than Cost and Cost is slightly more important than Veteran Involvement. Award will be made to the Offeror(s) whose overall offer is the most advantageous to the Government, with technical, past performance, cost, and veteran involvement being considered.

The Offeror with the lowest cost alone will not necessarily be awarded the contract.

**CONTRACT AWARD:** The award will be on a firm fixed price contract. After receipt of proposals, a determination shall be made of which proposals are in the competitive range for the purpose of conducting written and/or oral discussions, if necessary. Offerors should note that award may be made on initial proposals.

**QUALITY ASSURANCE SURVEILLANCE PLAN (QASP):** The COR will, in addition to providing documentation to the Contracting Officer, shall maintain a complete Quality Assurance file. The file will contain copies of all reports, evaluations, recommendations, and any actions related to the VA's performance of the quality assurance function, including the originals of all Surveillance Activity Checklists. All such records will be retained for the life of this contract. The COR shall forward these records to the CO at termination or completion of the contract.

**POST-AWARD CONFERENCE:** A post-award conference will be held at a time and place designated by the Contracting Officer, to be attended by the contractor, Chief of FMS, Contracting Officer and other officials as designated by the Contracting Officer. At a minimum, the conference agenda will include: performance requirements, training requirements and schedules, government furnished property/services/procedures/forms/reports, and quality assurance.

**Quality Assurance Surveillance Plan (QASP)**  
Applicable for the  
**Home Health Care Services (NAICS Code 532291)**

**1. PURPOSE**

This Quality Assurance Surveillance Plan (QASP) is a VA developed and applied document used to make sure that systematic quality assurance methods are used in the administration of the Performance Based Service Contract (PBSC) standards included in this contract and in subsequent task orders issued there under. The intent is to ensure that the Contractor performs in accordance with performance metrics set forth in the contract documents, that the VA receives the quality of products and services called for in the contract and that the VA only pays for the acceptable level of products and services received.

**2. AUTHORITY**

Authority of issuance of this QASP is provided under Contract Section E – Inspection and Acceptance, which provides for inspections and acceptance of the products, services, and documentation called for in task orders to be accomplished by the Contracting Officer or his duly authorized representative.

**3. SCOPE**

To fully understand the roles and the responsibilities of the parties, it is important to first define the distinction in terminology between the *Quality Control Plan* (QCP) and the *Quality Assurance Surveillance Plan* (QASP). The Contractor, and not the VA, is responsible for management and quality control actions necessary to meet the quality standards set forth by the contract and follow-up task orders. The Contractor develops and submits his Quality Control Plan (QCP) for the VA approval in compliance with his contract deliverables. Once accepted, the Contractor the uses the QCP to guide and to rigorously document the implementation of the required management and quality control actions to achieve the specified results. The QASP on the other hand, is put in place to provide VA surveillance oversight of the Contractor's quality control efforts to assure that they are timely, effective, and are delivering the results specified in the contract or task order. The QASP is not a part of the contract nor is it intended to duplicate the Contractor's QCP. The VA may provide the Contractor an information copy of the QASP as an Attachment to the solicitation to support the Contractor's efforts in developing a QCP that will interrelate with the VA's QASP.

**4. VA RESOURCES**

The following definitions for VA resources are applicable to this plan:

**Contracting Officer (CO):** A person duly appointed with the authority to enter into, administer, or terminate contracts and make related determinations and findings on behalf of the government.

**Contracting Officer Technical representative (COTR):** An individual designated in writing by the CO to act as his authorized technical representative to assist in administering a contract. The source and authority of a COTR is the CO. The COTR limitations are contained in the written letter of designation.

## 5. RESPONSIBILITIES

The VA resources shall have responsibilities for the implementation of this QASP as follows:

**Contracting Officer (CO):** The Contracting Officer ensures performance of all necessary actions for effective management of the contract, ensures compliance with the terms of the contract and safeguards the interests of the United States in the contractual relationship. It is the CO that assures the Contractor receives impartial, fair, and equitable treatment under the contract. The CO is ultimately responsible for the final determination of the adequacy of the Contractor's performance.

**Contracting Officer Technical representative (COTR):** The COTR is responsible for technical administration of the project and assures proper Government surveillance of the Contractor's performance. The COTR is not empowered to make any contractual commitments or to authorize any contractual changes on the Government's behalf. Any changes that the Contractor deems may affect contract, price, terms, or conditions shall be referred to the CO for action.

## 6. METHODS OF QUALITY ASSURANCE SURVEILLANCE

The methods of surveillance listed below are examples that may be used in the administration of this QASP. In addition to specific instructions that may be mentioned, the appropriate and standardized form is an example of the Surveillance Activity Checklist, included as Attachment A, which should be developed.

**Customer Feedback:** Customer feedback may be obtained either from the results of formal customer satisfaction surveys or from random customer complaints. Customer complaints, to be considered valid, must set forth clearly and in writing the detailed nature of the complaint, must be signed and must be forwarded to the COTR. The COTR shall maintain a summary log of all formally received customer complaints as well as a copy of each complaint in a documentation file. The COTR shall also keep tabulated results of all customer satisfaction surveys on file and shall enter the summary results into the Surveillance Activity Checklist.

**100% Inspection:** This level of inspection shall be accomplished by automated monitoring and documentation features built into the products and services. Four times a year (once every Quarter), the COTR, or if so designated the appropriate Technical Monitor, shall review the generated documentation and enter summary into the Surveillance Activity Checklist.

**Periodic Inspection:** Periodic inspections shall be conducted if and when specified in individual task orders. For the potential tasks that have been identified so far and included in this QASP, the appropriate Technical Monitor typically performs the periodic inspection on a monthly basis.

**Random Monitoring:** Random monitoring shall be conducted if and when specified in individual task orders. For potential task orders that have been identified so far and included in this QASP, the random monitoring shall be performed by the COTR or by the appropriate designated Technical Monitor.

## **7. IDENTIFIED QUALITY ASSURANCE TASKS**

The following Performance Based Service Contract (PBSC) items are identified within the Home Healthcare Services contract Statement of Work (SOW) to be applicable on a VA basis and are to be monitored under this QASP.

### **CONTRACT Task # 1**

Performance Requirement:

- verifying the status of equipment
- verifying the functionality of the equipment
- verifying whether or not performance meets the performance standards

Performance Standard: as specified in the contract

Method of Measurement: as specified in the contract

Performance Metrics: as specified in the contract

Performance Incentives/ Disincentives: as specified in the contract

**Unacceptable performance:** When performance is deemed unacceptable, the Quality Assurance will so inform the Contractor's on-site representative, or one of the Contractor managers.

Disputes should be referred to the COTR.

The COTR will notify the CO of subpar performance. If any services do not conform to contract requirements, the government may require the Contractor to re-perform the services to conform with contract requirements at no increased cost to the government. When subpar performance cannot be corrected by re-performance, the Government may:

- Require the contractor to take action necessary to ensure future performance conforms to contract requirements.
- By separate contract or otherwise, perform the services and charge to the contractor any cost incurred by the Government that is directly related to the performance of such service or:
  - a- Issue Cure Notice
  - b- Issue Show Cause
  - c- Terminate the contract for government convenience
  - d- Terminate the contract for cause.

## **8. DOCUMENTATION**

The COTR will, in addition to providing documentation to the Contracting Officer, maintain a complete Quality Assurance file. The file will contain copies of all reports, evaluations, recommendations, and any actions related to the VA's performance of the quality assurance function, including the originals of all Surveillance Activity Checklists. All such records will be retained for the life of this contract. The COTR shall forward these records to the CO at termination or completion of the contract.

**9. ATTACHMENTS**

Attachment A: Sample Surveillance Activity Checklist

Date	Rating	Customer Feedback	Periodic Inspection	Area of Inspection

**E.17 52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS—COMMERCIAL ITEMS (DEC 2014)**

The offeror shall complete only paragraph (b) of this provision if the offeror has completed the annual representations and certifications electronically via <http://www.acquisition.gov>. If an offeror has not completed the annual representations and certifications electronically at the System for Award Management (SAM) website, the offeror shall complete only paragraphs (c) through (p) of this provision.

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

“Economically disadvantaged women-owned small business (EDWOSB) concern” means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States and who are economically disadvantaged in accordance with 13 CFR part 127. It automatically qualifies as a women-owned small business eligible under the WOSB Program.

“Forced or indentured child labor” means all work or service—

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

“Highest-level owner” means the entity that owns or controls an immediate owner of the offeror, or that owns or controls one or more entities that control an immediate owner of the offeror. No entity owns or exercises control of the highest level owner.

“Immediate owner” means an entity, other than the offeror, that has direct control of the offeror. Indicators of control include, but are not limited to, one or more of the following: Ownership or interlocking management, identity of interests among family members, shared facilities and equipment, and the common use of employees.

“Inverted domestic corporation” means a foreign incorporated entity that meets the definition of an inverted domestic corporation under 6 U.S.C. 395(b), applied in accordance with the rules and definitions of 6 U.S.C. 395(c).

“Manufactured end product” means any end product in Federal Supply Classes (FSC) 1000-9999, except—

- (1) FSC 5510, Lumber and Related Basic Wood Materials;
- (2) Federal Supply Group (FSG) 87, Agricultural Supplies;
- (3) FSG 88, Live Animals;
- (4) FSG 89, Food and Related Consumables;
- (5) FSC 9410, Crude Grades of Plant Materials;
- (6) FSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) FSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- (8) FSC 9610, Ores;
- (9) FSC 9620, Minerals, Natural and Synthetic; and
- (10) FSC 9630, Additive Metal Materials.

“Place of manufacture” means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

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

- (1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;

(2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;

(3) Consist of providing goods or services to marginalized populations of Sudan;

(4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;

(5) Consist of providing goods or services that are used only to promote health or education; or

(6) Have been voluntarily suspended.

“Sensitive technology”—

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

(i) To restrict the free flow of unbiased information in Iran; or

(ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and

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

“Service-disabled veteran-owned small business concern”—

(1) Means a small business concern—

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

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

“Small business concern” means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

“Small disadvantaged business concern”, consistent with 13 CFR 124.1002, means a small business concern under the size standard applicable to the acquisition, that—

(1) Is at least 51 percent unconditionally and directly owned (as defined at 13 CFR 124.105) by—

(i) One or more socially disadvantaged (as defined at 13 CFR 124.103) and economically disadvantaged (as defined at 13 CFR 124.104) individuals who are citizens of the United States; and

(ii) Each individual claiming economic disadvantage has a net worth not exceeding \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(2) The management and daily business operations of which are controlled (as defined at 13.CFR 124.106) by individuals, who meet the criteria in paragraphs (1)(i) and (ii) of this definition.

“Subsidiary” means an entity in which more than 50 percent of the entity is owned—

- (1) Directly by a parent corporation; or
- (2) Through another subsidiary of a parent corporation.

“Veteran-owned small business concern” means a small business concern—

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

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

“Women-owned business concern” means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

“Women-owned small business concern” means a small business concern—

(1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

“Women-owned small business (WOSB) concern eligible under the WOSB Program” (in accordance with 13 CFR part 127), means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States.

(b)(1) *Annual Representations and Certifications*. Any changes provided by the offeror in paragraph (b)(2) of this provision do not automatically change the representations and certifications posted on the SAM website.

(2) The offeror has completed the annual representations and certifications electronically via the SAM website access through <http://www.acquisition.gov>. After reviewing the SAM database information, the offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications—Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs .

(c) Offerors must complete the following representations when the resulting contract will be performed in the United States or its outlying areas. Check all that apply.

(1) *Small business concern.* The offeror represents as part of its offer that it  is,  is not a small business concern.

(2) *Veteran-owned small business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents as part of its offer that it  is,  is not a veteran-owned small business concern.

(3) *Service-disabled veteran-owned small business concern.* [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.] The offeror represents as part of its offer that it  is,  is not a service-disabled veteran-owned small business concern.

(4) *Small disadvantaged business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it  is,  is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(5) *Women-owned small business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it  is,  is not a women-owned small business concern.

(6) WOSB concern eligible under the WOSB Program. [Complete only if the offeror represented itself as a women-owned small business concern in paragraph (c)(5) of this provision.] The offeror represents that—

(i) It  is,  is not a WOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It  is,  is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(6)(i) of this provision is accurate for each WOSB concern eligible under the WOSB Program participating in the joint venture. [The offeror shall enter the name or names of the WOSB concern eligible under the WOSB Program and other small businesses that are participating in the joint venture: \_\_\_\_\_.] Each WOSB concern eligible under the WOSB Program participating in the joint venture shall submit a separate signed copy of the WOSB representation.

(7) Economically disadvantaged women-owned small business (EDWOSB) concern. [Complete only if the offeror represented itself as a WOSB concern eligible under the WOSB Program in (c)(6) of this provision.] The offeror represents that—

(i) It  is,  is not an EDWOSB concern, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It  is,  is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(7)(i) of this provision is accurate for each EDWOSB concern participating in the joint venture. [The offeror shall enter the name or names of the EDWOSB concern and other small

*businesses that are participating in the joint venture: \_\_\_\_\_.*] Each EDWOSB concern participating in the joint venture shall submit a separate signed copy of the EDWOSB representation.

**Note:** Complete paragraphs (c)(8) and (c)(9) only if this solicitation is expected to exceed the simplified acquisition threshold.

(8) *Women-owned business concern (other than small business concern).* [Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it [ ] is a women-owned business concern.

(9) *Tie bid priority for labor surplus area concerns.* If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:

\_\_\_\_\_

(10) *HUBZone small business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, as part of its offer, that—

(i) It [ ] is, [ ] is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR Part 126; and

(ii) It [ ] is, [ ] is not a joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. [The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: \_\_\_\_\_.] Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(d) Representations required to implement provisions of Executive Order 11246—

(1) *Previous contracts and compliance.* The offeror represents that—

(i) It [ ] has, [ ] has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; and

(ii) It [ ] has, [ ] has not filed all required compliance reports.

(2) *Affirmative Action Compliance.* The offeror represents that—

(i) It [ ] has developed and has on file, [ ] has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR parts 60-1 and 60-2), or

(ii) It [ ] has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) *Certification Regarding Payments to Influence Federal Transactions* (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$150,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

(f) *Buy American Certificate*. (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American—Supplies, is included in this solicitation.)

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of “domestic end product.” The terms “commercially available off-the-shelf (COTS) item,” “component,” “domestic end product,” “end product,” “foreign end product,” and “United States” are defined in the clause of this solicitation entitled “Buy American—Supplies.”

(2) Foreign End Products:

Line Item No	Country of Origin
_____	_____
_____	_____
_____	_____

[List as necessary]

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(g)(1) *Buy American—Free Trade Agreements—Israeli Trade Act Certificate*. (Applies only if the clause at FAR 52.225-3, Buy American—Free Trade Agreements—Israeli Trade Act, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms “Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end product,” “commercially available off-the-shelf (COTS) item,” “component,” “domestic end product,” “end product,” “foreign end product,” “Free Trade Agreement country,” “Free Trade Agreement country end

product,” “Israeli end product,” and “United States” are defined in the clause of this solicitation entitled “Buy American—Free Trade Agreements—Israeli Trade Act.”

(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled “Buy American—Free Trade Agreements—Israeli Trade Act”:

Free Trade Agreement Country End Products (Other than Bahrainian, Moroccan, Omani, Panamanian, or Peruvian End Products) or Israeli End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

[List as necessary]

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled “Buy American—Free Trade Agreements—Israeli Trade Act.” The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of “domestic end product.”

Other Foreign End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

[List as necessary]

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(2) *Buy American—Free Trade Agreements—Israeli Trade Act Certificate, Alternate I.* If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled “Buy American—Free Trade Agreements—Israeli Trade Act”:

Canadian End Products:

Line Item No.

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[List as necessary]

(3) *Buy American—Free Trade Agreements—Israeli Trade Act Certificate, Alternate II.* If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled “Buy American—Free Trade Agreements—Israeli Trade Act”:

Canadian or Israeli End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

[List as necessary]

(4) *Buy American—Free Trade Agreements—Israeli Trade Act Certificate, Alternate III.* If Alternate III to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Korean, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled “Buy American—Free Trade Agreements—Israeli Trade Act”:

Free Trade Agreement Country End Products (Other than Bahrainian, Korean, Moroccan, Omani, Panamanian, or Peruvian End Products) or Israeli End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

[List as necessary]

(5) *Trade Agreements Certificate.* (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(5)(ii) of this provision, is a U.S.-made or designated country end product, as defined in the clause of this solicitation entitled "Trade Agreements".

(ii) The offeror shall list as other end products those end products that are not U.S.-made or designated country end products.

Other End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

[List as necessary]

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated country end products without regard to the restrictions of the Buy American statute. The Government will consider for award only offers of U.S.-made or designated country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) *Certification Regarding Responsibility Matters* (Executive Order 12689). (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals—

(1) [ ] Are, [ ] are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(2) [ ] Have, [ ] have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property;

(3) [ ] Are, [ ] are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses enumerated in paragraph (h)(2) of this clause; and

(4) [ ] Have, [ ] have not, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied.

(i) Taxes are considered delinquent if both of the following criteria apply:

(A) *The tax liability is finally determined.* The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case

of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(B) *The taxpayer is delinquent in making payment.* A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(ii) *Examples.*

(A) The taxpayer has received a statutory notice of deficiency, under I.R.C. Sec. 6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(B) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. Sec. 6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(C) The taxpayer has entered into an installment agreement pursuant to I.R.C. Sec. 6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(D) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. 362 (the Bankruptcy Code).

(i) *Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126).*

(1) *Listed end products.*

Listed End Product	Listed Countries of Origin
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(2) *Certification. [If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.]*

[ ] (i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

[ ] (ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror

certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(j) *Place of manufacture.* (Does not apply unless the solicitation is predominantly for the acquisition of manufactured end products.) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly—

(1)  In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or

(2)  Outside the United States.

(k) *Certificates regarding exemptions from the application of the Service Contract Labor Standards.* (Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services.)

(1) Maintenance, calibration, or repair of certain equipment as described in FAR 22.1003-4(c)(1). The offeror  does  does not certify that—

(i) The items of equipment to be serviced under this contract are used regularly for other than Governmental purposes and are sold or traded by the offeror (or subcontractor in the case of an exempt subcontract) in substantial quantities to the general public in the course of normal business operations;

(ii) The services will be furnished at prices which are, or are based on, established catalog or market prices (see FAR 22.1003- 4(c)(2)(ii)) for the maintenance, calibration, or repair of such equipment; and

(iii) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract will be the same as that used for these employees and equivalent employees servicing the same equipment of commercial customers.

(2) Certain services as described in FAR 22.1003- 4(d)(1). The offeror  does  does not certify that—

(i) The services under the contract are offered and sold regularly to non-Governmental customers, and are provided by the offeror (or subcontractor in the case of an exempt subcontract) to the general public in substantial quantities in the course of normal business operations;

(ii) The contract services will be furnished at prices that are, or are based on, established catalog or market prices (see FAR 22.1003-4(d)(2)(iii));

(iii) Each service employee who will perform the services under the contract will spend only a small portion of his or her time (a monthly average of less than 20 percent of the available hours on an annualized basis, or less than 20 percent of available hours during the contract period if the contract period is less than a month) servicing the Government contract; and

(iv) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract is the same as that used for these employees and equivalent employees servicing commercial customers.

(3) If paragraph (k)(1) or (k)(2) of this clause applies—

(i) If the offeror does not certify to the conditions in paragraph (k)(1) or (k)(2) and the Contracting Officer did not attach a Service Contract Labor Standards wage determination to the solicitation, the offeror shall notify the Contracting Officer as soon as possible; and

(ii) The Contracting Officer may not make an award to the offeror if the offeror fails to execute the certification in paragraph (k)(1) or (k)(2) of this clause or to contact the Contracting Officer as required in paragraph (k)(3)(i) of this clause.

(l) *Taxpayer Identification Number (TIN)* (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to the SAM database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (1)(3) through (1)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) *Taxpayer Identification Number (TIN)*.

TIN: \_\_\_\_\_.

TIN has been applied for.

TIN is not required because:

Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

Offeror is an agency or instrumentality of a foreign government;

Offeror is an agency or instrumentality of the Federal Government.

(4) *Type of organization*.

Sole proprietorship;

Partnership;

Corporate entity (not tax-exempt);

Corporate entity (tax-exempt);

Government entity (Federal, State, or local);

Foreign government;

International organization per 26 CFR 1.6049-4;

Other \_\_\_\_\_.

(5) *Common parent.*

Offeror is not owned or controlled by a common parent;

Name and TIN of common parent:

Name \_\_\_\_\_.

TIN \_\_\_\_\_.

(m) *Restricted business operations in Sudan.* By submission of its offer, the offeror certifies that the offeror does not conduct any restricted business operations in Sudan.

(n) *Prohibition on Contracting with Inverted Domestic Corporations.*

(1) Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with either an inverted domestic corporation, or a subsidiary of an inverted domestic corporation, unless the exception at 9.108-2(b) applies or the requirement is waived in accordance with the procedures at 9.108-4.

(2) Representation. By submission of its offer, the offeror represents that—

(i) It is not an inverted domestic corporation; and

(ii) It is not a subsidiary of an inverted domestic corporation.

(o) *Prohibition on contracting with entities engaging in certain activities or transactions relating to Iran.*

(1) The offeror shall email questions concerning sensitive technology to the Department of State at [CISADA106@state.gov](mailto:CISADA106@state.gov).

(2) *Representation and certifications.* Unless a waiver is granted or an exception applies as provided in paragraph (o)(3) of this provision, by submission of its offer, the offeror—

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

(ii) Certifies that the offeror, or any person owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Iran Sanctions Act; and

(iii) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds \$3,000 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 <http://www.treasury.gov/ofac/downloads/t11sdn.pdf>).

(3) The representation and certification requirements of paragraph (o)(2) of this provision do not apply if—

(i) This solicitation includes a trade agreements certification (*e.g.*, 52.212–3(g) or a comparable agency provision); and

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

(p) *Ownership or Control of Offeror.* (Applies in all solicitations when there is a requirement to be registered in SAM or a requirement to have a DUNS Number in the solicitation.)

(1) The Offeror represents that it  has or  does not have an immediate owner. If the Offeror has more than one immediate owner (such as a joint venture), then the Offeror shall respond to paragraph (2) and if applicable, paragraph (3) of this provision for each participant in the joint venture.

(2) If the Offeror indicates “has” in paragraph (p)(1) of this provision, enter the following information:

Immediate owner CAGE code:

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Immediate owner legal name:

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*(Do not use a “doing business as” name)*

Is the immediate owner owned or controlled by another entity:  Yes or  No.

(3) If the Offeror indicates “yes” in paragraph (p)(2) of this provision, indicating that the immediate owner is owned or controlled by another entity, then enter the following information:

Highest-level owner CAGE code:

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Highest-level owner legal name:

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*(Do not use a “doing business as” name)*

(End of Provision)