

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

1. REQUISITION NO. PAGE 1 OF 88

2. CONTRACT NO.	3. AWARD/EFFECTIVE DATE	4. ORDER NO.	5. SOLICITATION NUMBER VA248-15-Q-2051	6. SOLICITATION ISSUE DATE 09-10-2015
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7. FOR SOLICITATION INFORMATION CALL:	a. NAME MELVA STENNIS	b. TELEPHONE NO. (No Collect Calls) 813-972-2000 EXT. 5297	8. OFFER DUE DATE/LOCAL TIME 09-23-2015 2:00 PM
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9. ISSUED BY Department of Veterans Affairs Network Contracting Office 8 (NCO 8)  8875 Hidden River Pkwy Suite 525 Tampa FL 33637	CODE 00248	10. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED OR <input checked="" type="checkbox"/> SET ASIDE: 100 % FOR: <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input checked="" type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> 8(A) <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM <input type="checkbox"/> EDWOSB NAICS: SIZE STANDARD:
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11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input checked="" type="checkbox"/> SEE SCHEDULE	12. DISCOUNT TERMS	13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) <input type="checkbox"/>	13b. RATING N/A	14. METHOD OF SOLICITATION <input checked="" type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP
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15. DELIVER TO Department of Veterans Affairs Miami VA Healthcare System 1201 NW 16th Street  Miami FL 33215	CODE 546	16. ADMINISTERED BY Department of Veterans Affairs Network Contracting Office 8 (NCO 8)  8875 Hidden River Pkwy Tampa FL 33637	CODE 00248
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17a. CONTRACTOR/OFFEROR CODE	FACILITY CODE	18a. PAYMENT WILL BE MADE BY  SEE BOX 20	CODE
TELEPHONE NO.	DUNS:	DUNS+4:	PHONE: FAX:

<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER	<input type="checkbox"/> 18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM
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19. ITEM NO.	20. See CONTINUATION Page SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	Pick-up, Delivery, Set-Up, Inventory Management, Routine Services, and refurbishment of Durable Medical Equipment for Patients of VISN 8 - Miami VA and CBOCS in accordance with the Performance Work Statement (PWS)  This IDIQ contract will not obligate funds. All funds will be obligated on individually placed task orders and/ or purchase card orders  (Use Reverse and/or Attach Additional Sheets as Necessary)				

25. ACCOUNTING AND APPROPRIATION DATA See CONTINUATION Page	26. TOTAL AWARD AMOUNT (For Govt. Use Only)
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<input checked="" type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA <input type="checkbox"/> ARE <input checked="" type="checkbox"/> ARE NOT ATTACHED.	<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED
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<input type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN _____ COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED	<input type="checkbox"/> 29. AWARD OF CONTRACT: REF. _____ OFFER DATED _____. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN IS ACCEPTED AS TO ITEMS:
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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)	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 00248

Department of Veterans Affairs

Network Contracting Office 8 (NCO 8)

8875 Hidden River Pkwy Suite 525

Tampa FL 33637

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

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

SEE BOX 20

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

AMENDMENT NO	DATE
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**B.2 LIMITATIONS ON SUBCONTRACTING-- MONITORING AND COMPLIANCE (JUN 2011)**

This solicitation includes. 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)

**B.2 Performance Work Statement**

**1.0. General:**

1.1. The Department of Veterans Affairs Medical Center (VAMC) at Miami, FL has a requirement for Durable Medical Equipment (DME) service for the patients at the Bruce W. Carter Miami VA Healthcare System (MVAHCS), 1201 NW 16th St. Miami, FL. 33125 and its affiliated Community Based Outpatient Clinics (CBOC).

**2.0. SCOPE / OBJECTIVE:**

2.1. The Contractor shall provide at least 4,000 sq. ft. of inventory warehouse space in a secure climate control environment for MVAHCS owned equipment. The Contractor shall provide delivery and pick-up, receiving, storage, setup, assembly, take-down, disassembly, installation, and manual instructions on use of equipment to patient, sanitizing, repair and maintenance of VA-owned DME to eligible VA patients as required by the Miami VAHCS. Services provided shall be all inclusive of deliveries and transportation to include set-up/delivery of equipment, safety inspections, and education. In accordance with sound industry practice and the terms and conditions of the contract, the Contractor shall be responsible for the proper care, maintenance, and use of VA-owned DME in its possession or control from the time of receipt until properly relieved of responsibility. Maintenance and repair needs will be provided by the

Contractor during the manufacturer's warranty period and will continue after the manufacturer's warranty period expires. Any maintenance and repair needs will be identified by either the contract COR or a representative of the Prosthetics Department of the Miami VAHCS using a VA Form 1090 (Request for Quote). Delivery and/or set-up of DME shall be made directly to/from the Veteran, within his/her residence, unless otherwise specified. Time and method of performing delivery and/or repair services will be pursued with such diligence and in such a manner by the Contractor as to relieve any anxiety of the patient or interested parties.

2.1.2. The Miami VAHCS will purchase DME devices and any parts that are a part of the National Prosthetic Clinical Management Program Contracts (PCMP), including Hospital Beds, Hoyer Lifts, Trapeze, Scooters, Power chairs, specialty items and other home/durable medical equipment identified by Miami VAHCS.

**3.0. APPLICABLE DOCUMENTS:**

3.1. The following laws, regulations, policies, and procedures in effect on date of contract issuance and all subsequent changes or updates apply:

3.1.1 Federal Acquisition Regulation

3.1.2 Veterans Administration Acquisition Regulation

3.1.3 The Joint Commission Standard for Home Care, current year standard.

3.2. Glossary. Acronyms used in this SOW are listed below for easy reference:

- AIDS — Acquired Immunodeficiency Syndrome
- CBOC — Community Based Outpatient Clinics
- CDC — Center for Disease Control
- DME — Durable Medical Equipment
- GOP —VA-owned Property
- TJC — The Joint Commission
- MRSA — Methicillin Resistant Staphylococcus Aureus
- MSDS — Material Safety Data Sheets
- OPC — Outpatient Clinic
- OSHA — Occupational Safety and Health Administration
- VA — Veterans Administration
- VAMC — Veterans Administration Medical Center

**4.0. PERFORMANCE REQUIREMENTS:**

4.1 The Contractor shall have a physical location which houses the service office, warehouse, dispatch of vehicles and other functions related to the performance of services within a fifty-five mile (55) radius of the Miami VA Healthcare System for the duration of the contract. The area of service includes the following counties in the state of Florida; Broward, Monroe, Miami-Dade. At times, the service area may extend up to 55 miles beyond the above listed counties.

4.1.1. The Contractor shall be accredited by TJC, or meet TJC standards, and maintain that accreditation or meet those standards during the duration of the contract. If at any time the Contractor loses TJC accreditation or receives provisional accreditation, the Contracting

Officer's Representative (COR) or designee must receive immediate notification in writing citing the type of deficiencies and supplemental recommendations. As a result of any of the above actions, the VA reserves the right to terminate the contract.

4.1.2. Contractor shall provide evidence of liability insurance for minor in-home installations such as grab bars, outside handrails, etc.

4.2 Loaner Power Mobility Devices: The loaner program provides temporary emergency power mobility devices for VA beneficiaries whom are awaiting repair or replacement of their VA issued equipment. Miami VAHCS may provide loaner Power Mobility devices based upon specification and availability (see Appendix B, Equipment List for estimated quantities) case by case situations. The contractor will be responsible for storage, cleaning, delivery, and retrieval of the powered devices at contractor locations.

### **5.0. Equipment and Supplies:**

5.1. The VA-owned durable/home medical equipment includes, but is not limited to, the commonly provided items for storage, delivery and pick-up as needed. VA-owned equipment may be delivered directly to the Contractor's warehouse from suppliers or picked up from the VA location as required by the COR. The Contractor shall provide service for other items which may not be on the list, but which are similar in nature to those listed:

- bed, electric, bariatric
- bed, electric, adjustable
- mattress, hospital type
- trapeze assembly
- over-bed tables
- lift, transfer patient
- bench, bath
- chair, commode and shower
- wheelchair, manual
- wheelchair, power (reclaimed)
- scooters (reclaimed)
- ramps, portable (reclaimed)
- grab bars

### **6.0. SERVICE HOURS:**

6.1 Normal hours. The Contractor is expected to perform services under this contract between the hours of 8:00am and 4:30pm, Monday through Friday, excluding Federal holidays.

6.1.2. Emergency Procedures. The Contractor shall provide emergency services twenty-four (24) hours per day, seven days per week, including Federal holidays.

6.1.3. Immediately after contract award, the Contractor shall provide to the COR or designee a 24-hour emergency point of contact to include telephone, facsimile and cellular/pager numbers.

6.1.4. The Contractor shall notify the COR or designee within 1 hour in the event of a disaster, natural or otherwise, that may affect the services covered under this contract.

6.1.5. Federal Holidays are: New Year's Day; Martin Luther King, Jr. Day; President's Day; Memorial Day; Independence Day; Labor Day; Columbus Day; Veterans Day; Thanksgiving Day; and Christmas Day. When a holiday falls on a Sunday, the following Monday will be observed as a legal holiday. When a holiday falls on a Saturday, the preceding Friday is observed as a Federal Holiday.

6.2. The following actions are to be considered a service call:

- Delivery/Set-up & pick-up of DME and supplies
- Pickup & delivery of items being repaired
- Minor installation
- All deliveries shall include the setting-up and taking-down (complete assembling/disassembling) of equipment, instructions to the patient and/or caregiver in the proper use, installation, cleaning and review of maintenance and safety features of equipment for the patient's use. All documentation of this process, i.e., invoicing, plan of care, checklist completion and reports of equipment condition shall be considered part of this delivery fee. Delivery shall be accomplished within 24 hours of the receipt of the purchase order unless otherwise stated. If Contractor cannot complete delivery within required timeframe, reason will be noted on the purchase order and notification to the requesting purchasing agent, COR or designee shall be provided immediately.

6.2.1. A single service charge constitutes one service. When multiple services are requested, such as delivery, pickup, and/or installation of DME and supplies, the service(s) shall be accomplished in one service call. Returning an item/appliance after being repaired is NOT an acceptable service charge. An additional service charge may be charged after receiving approval when:

- An additional item is out of stock and requires delivery at a later date.
- The Contractor shall not bill for any trip back to a patient if the patient contacts either the Contractor or VA because of malfunction or misinterpretation of instructions, or failure of delivery staff to complete work as stated in the purchase order within three (3) work days after delivery of equipment.
- Government shall not be charged an additional fee if the service calls requires additional delivery staff, i.e., bariatric bed that requires additional staff to lift and assemble device.

6.2.2. The Contractor shall telephone the patient/caregiver in order to arrange for a designated service call date and time. All attempts shall be documented on the purchase order.

6.2.3. Patient or patient's family will be allowed to pick up items at the Contractor's place of business. The Contractor will give instructions on equipment and assist patient in the loading of all picked up equipment into the patient's vehicle. The Contractor has the right to refuse if they feel that the transporting of said equipment will present a safety hazard to the driver or other drivers on the road.

6.2.4. When a patient's residence/nursing home is outside this radius, additional mileage charges may apply. The additional mileage charges shall be billed at a flat rate per mile outside the extended 55-mile radius.



6.2.5. When additional mileage charges apply, the Contractor's invoice shall identify the starting point, the delivery/pick-up location, the mileage traveled outside of the extended 55-mile radius and the routes taken. Additional mileage charges will be verified using GoogleMaps.com. The Contractor shall take the most direct route possible, and shall not bill for additional mileage that resulted from conducting business outside of this contract.

6.2.6. If the Contractor is ordered to pick-up equipment from the VA facility, and then deliver said equipment to a patient's residence/nursing home that is within the designated service area, the Contractor shall not be entitled to any additional charges other than the charges allowed by the contract. If the Contractor is ordered to deliver equipment from their warehouse to the VA facility, the Contractor shall not be entitled to any charges.

## **7.0 DELIVERY REQUIREMENTS:**

7.1 Delivery of DME equipment will be in accordance with the following seven (7) basic areas:

7.1.1. Safety Factors. When delivering new or VA reissued DME that are electrically operated, the electrical outlet used to operate the DME in the patient's home will be checked for safety. The Contractor shall check and document adequacy of the electrical outlet and if the outlets are not grounded, the Contractor shall provide and install a three-prong plug. The Contractor shall verify that the electrical outlet is solely used by the DME item. If the Contractor is unable to make the electrical outlet safe, the DME item will be returned to the Contractor's facility, and the COR or designee, will be notified immediately. All deliveries will include a falls assessment documenting hazards that could produce falls (throw rugs, oxygen tubing, etc.). In addition, delivery staff will ask if patient has fallen within the last 90 days. If any patient or caregiver responds affirmatively, the Contractor will notify the COR or designee within 3 business days.

7.1.2. Instructions on Usage of Equipment. For every new or VA reissued DME that is delivered to a patient's home, the Contractor shall be responsible to instruct the patient, patient's spouse or caregiver in the safe and proper operation and cleaning of the DME equipment. Requests for additional training for safe and proper operation by patient, caregiver, or other family members within 3 days of delivery shall be provided at no additional fee.

7.1.3. Emergency Repair of DME. The Contractor shall instruct the patient, patient's spouse or caregiver in the procedures to follow in the event of DME malfunction. These procedures shall include the name and phone number of a Contractor representative who will be available 24 hours a day, seven days of the week to provide adequate repairs/replacement of DME. The name and phone number of the Contractor representative responsible for emergency repairs/replacement of DME will be affixed to the DME in the form of an adhesive label.

7.1.4. Manufacturer Name and Serial Number. The Contractor shall list and submit the DME manufacturer and serial number to the Inventory Manager or COR which will be used in the event of a manufacturer's "equipment recall."

7.1.5. New or Refurbished DME. The Contractor shall annotate on the invoice if the DME issued to the patient was new or refurbished. If the DME was refurbished, the Contractor must state that the DME was cleaned and disinfected according to manufacturer's standards.

7.1.6. Issue Customer Orientation Pamphlet. The Contractor shall provide the patient or caregiver a copy of a Customer Orientation Pamphlet. This pamphlet shall include product use information, warranty information, general information on services to be provided, safety procedures, service orientation, disaster readiness (hurricanes, tornado, wild fires, etc.), and the patient's bill of rights. The Contractor shall provide point of contact phone numbers, location, hours, and an emergency contact data list that are magnetic or have adhesive backing.

7.1.7. Certification of Delivery Form. Acknowledgement of the above requirements must be documented on a single use Certification of Delivery form with the patient and Contractor's signature to verify understanding of safety, instructions on usage, emergency repairs, manufacturer name and serial number, whether equipment is new or used and that the Customer Orientation Pamphlet has been provided. The Contractor shall fully complete the Certification of Delivery Form and submit it with each individualized itemized invoice and one shall be retained in the patient plan of care folder at the Contractor's warehouse. Invoices received WITHOUT or INCOMPLETE Certification of Delivery Forms will be returned to the Contractor for corrective action, i.e., signature by recipient, delivery staff, serial numbers, etc.

#### **8.0 EMERGENCY DELIVERY/SERVICES:**

8.1. Emergency delivery/services to VA patients/caregivers shall only be provided by the Contractor upon receipt of a specific order or authorization from the COR or designee. The Contractor shall be required to perform and complete such services within four (4) hours after receipt of request. Cost for this service shall be billed per JOB rate for delivery/pickup plus the added fee for emergency service in the Schedule of Supplies/Services.

#### **9.0. OFFICE/STORAGE FACILITY:**

9.1. The Contractor shall provide a maximum of 4000 square feet of contiguous space for the storage of Miami VA-owned equipment and/or supplies only. Contractor should have a dedicated section for the Miami VA equipment and/or supplies only.

9.1.1. The Contractor shall provide the Chief, Prosthetics & Sensory Aids Service (PSAS), COR or designee unannounced access to the office and storage area Monday through Saturday between the hours of 8:00 am and 4:30 pm, and within two (2) hours' notice on a twenty-four (24) hour basis for emergency access.

9.1.2. The Contractor shall provide a clean, separate, and secured area for all VA-owned equipment. The storage area must be adequately equipped with industrial shelves and bins to properly accommodate the items being stored and use the space most efficiently. Oversized boxes or containers shall not be stored on the floor, but on raised pallets and/or platforms. The storage area must be climate controlled. No lower than 50 degrees and no higher than 90 degrees Fahrenheit with adequate ventilation/air circulation to protect DME from deterioration from dust, moisture/humidity and extreme temperatures. DME shall be stored in an orderly manner to allow for immediate access to any and all items and to its component parts.

9.1.3. Before being placed in storage, all reclaimed equipment shall be checked for proper operation, serviceability, and safety and will be thoroughly cleaned, disinfected, sanitized and protectively wrapped in plastic. Cleaning, disinfecting, sanitizing and/or other industry-approved

methods to include hospital grade disinfectants recommended by the manufacturer's specifications. The Center for Disease Control (CDC) guidelines shall be followed for cleaning equipment recovered from all patients. The Contractor shall provide a written policy and procedure statement for cleaning/disinfecting VA-owned equipment and a complete listing of chemicals, with a Material Safety Data Sheet (MSDS) to this facility for approval by the Infection Control staff prior to starting any work under this contract.

9.1.4. The storage facility must meet current city/county building codes for the area in which it is located. A copy of the initial and any subsequent inspections shall be provided to the Miami VAMC on initiation of this contract and also posted in a conspicuous area in the building.

9.1.5. Reclaimed or returned mattresses, disposable equipment, or open cartons of expendable medical supplies will not be stored, but shall be disposed of by the Contractor in accordance with all government, state and local laws at no cost to the government. A detailed list of disposed equipment/supplies shall be submitted on a monthly basis and reviewed and signed by the COR or designee before disposition can occur. A separate file shall be maintained by the Contractor for all actions involving disposition of VA-owned equipment and be available for review at any time.

#### **10.0 MAINTENANCE/REPAIR/CLEANING:**

10.1. DME equipment stored under the provisions of this contract shall be placed in first class working condition, to include: performance of minor repairs, adjustments, thorough cleaning, sanitizing and protective wrapping in plastic prior to storage in the non-contaminated equipment storage area. All stored equipment shall be labeled, to include: name of patient to whom it was issued prior to being picked-up and stored by the Contractor and the date it was inspected, cleaned and placed in storage.

10.1.1 The Contractor shall have a separate, designated contaminated equipment area both in the vehicle and the building for temporary storage, inspection and cleaning, and disinfecting of all reclaimed durable medical equipment.

10.1.2. The Contractor shall establish a written protocol as to how personnel shall exercise necessary precautions when handling all durable medical equipment which has not been cleaned, and sanitized/disinfected.

10.1.3 The Contractor shall pursue the performance of repair or refurbishing of VA-owned equipment with such diligence as to ensure that the equipment and/or accessories are placed in first class working condition and suitable for reissue within five (5) work days after the date of pick up. Appropriately trained personnel shall perform maintenance in accordance with the manufacturer's instructions. Documentation of all training shall be included in the Contractor's employee personnel folders and provided for review upon request of the VAMC.

10.1.4 If an item is found to be in need of repair, the Contractor shall notify the COR or designee. Should an item need repair that would require any replacement of spare parts or labor time exceeding thirty (30) minutes, the Contractor shall notify the COR or designee of any spare parts required and the estimated total cost of repair PRIOR to starting any repair. REPAIR SHALL NOT BEGIN PRIOR TO RECEIPT OF GOVERNMENT AUTHORIZATION. The Contractor shall not be reimbursed for repairs made without proper authorization.

10.1.5. The VA reserves the right to furnish replacement parts or obtain services to repair/refurbish any item(s) from an independent source. Contractor shall warrant his repairs for a minimum of 90 days.

**11.0 EQUIPMENT MANAGEMENT:**

11.1. The Contractor staff providing equipment and related services must have current education, training and experience appropriate to the equipment and scope of services provided. The Contractor must demonstrate knowledge and competence in special electrical needs and backup systems that may be required, equipment safety checks and troubleshooting, equipment setup, routine and emergency response procedures, specific structural and environmental requirements for safety and effective use of equipment in the home setting, and communication and teaching skills.

11.2. Equipment management shall be in compliance with current Joint Commission guidelines and standards.

**12 DIRECT DELIVERY TO CONTRACTOR:**

12.1 The VA will purchase DME and/or parts for repairs for drop-shipment directly to the DME Contractor for storage. It is the Contractor's responsibility to: 1) properly receive DME, 2) check for damage before accepting receipt from shipper, 3) document receipt, 4) tag appropriately as VA-owned DME, 5) place in storage area, and 6) immediately mail, fax and email shipping documents along with purchase order information and acceptance certification to the COR or designee. When the Contractor delivers equipment the contractor shall submit delivery documentation to include purchase order, serial number, etc. The delivery documentation should be submitted to the COR or designee within 5 business days. The Contractor may provide acceptance certification on the packing list/shipping document provided by the supplier. All invoices, receiving documents, and acceptance certification shall be forwarded to the COR or designee within five (5) business days of receipt of DME/parts.

12.1.2 In the event overages, shortages, or damages are discovered upon receipt of VA-owned DME and/or spare parts, the Contractor shall provide a statement of the condition and apparent causes to the COR or designee immediately. Only that quantity actually received shall be recorded in the official records.

12.1.3 Upon receipt of DME by drop shipment, the Contractor shall record DME information in the inventory control record.

12.1.4 In the event a Veteran or beneficiary refuses delivery or requested item, the Contractor shall immediately notify COR or designee via phone or email to include follow up documentation signed by Veteran/beneficiary of refusal. Documentation shall be forwarded to the COR or designee within three (3) business days.

**13 INVENTORY MANAGEMENT:**

13.1 The Contractor shall be responsible for maintaining inventory controls and preparation of a perpetual inventory control record of all VA-owned DME, new and retrieved, held in storage under the terms of this contract. The Contractor shall be required to perform weekly inventory in order to maintain the required inventory levels and to ensure that proper inventory procedures

are operating effectively. A copy of the bi-weekly inventory shall be provided via FAX or electronically as determined by the COR or designee by each Friday, no later than 4:30 p.m. The inventory record shall be accompanied by the Contractor's certification that all DME stored in the clean storage area has been cleaned, serviced, and stored in accordance with the PWS. The Contractor shall provide a listing of all inventory awaiting repairs and item status.

13.1.2 The Contractor and COR or designee will establish procedures to notify COR or designee if inventory of a particular item reaches a point that an emergency order for that item needs to be completed.

13.1.3 The Contractor's inventory control record shall contain the following basic information for every item of VA-owned DME in the Contractor's possession:

- DME Description
- Model Number
- Serial Number
- New or Used
- Location (clean storage, temporary storage or VA patients' homes)
- Full name of Patient if inventory is retrieved from residence or other location

13.1.4 Weekly detailed list of new and refurbished equipment shall be maintained. The Contractor shall also maintain a cumulative log of DME issued during the contract period. The log shall contain the following information:

- Date issued
- VA patient's name and last four of SSN
- Make, Model and Serial Numbers

13.1.5 Contractor shall maintain VA Owned equipment for minor repairs delivered or stored within the warehouse. Any repairs over \$500 are to be communicated to COR prior to completion. Repairs are to be performed by trained and qualified personnel. Repairs shall be completed within three (3) work days from receiving purchase order.

13.2 Discrepancies of inventory shall be investigated by the Contractor and a written explanation provided to the COR or designee via FAX as noted above. Resolution of discrepancies must be completed before the next inventory reporting period.

13.2.1 Immediately upon termination or completion of the contract, the Contractor shall perform a physical inventory of all VA-owned DME applicable to the contract and provide the COR or designee with the inventory Control Record document within seventy-two (72) hours after termination or completion.

#### **14.0 PERFORMANCE IMPROVEMENT/QUALITY ASSURANCE:**

14.1. The Contractor shall initiate and maintain an on-going performance improvement/quality assurance program to objectively and systematically monitor and evaluate the quality and appropriateness of services provided, resolve identified problems, pursue opportunities for improving patient care and provide a self-assessment of compliance with the requirements of this contract. There must be a systematic process to collect and analyze data and take

appropriate action. Commitment of resources by leadership to address areas requiring improvement must be demonstrated. The Contractor shall perform management reviews of its Quality Assurance Program on a quarterly basis, and provide a written report to the Chief, P&SAS, the COR or designee, and the Contracting Officer. The reports are due to the above VA officials on the following days each contract year: April 10th', July 10th; October 10th and January 10th.

14.1.2 Patient Satisfaction surveys (see Appendix A) on VA patients shall be performed quarterly, or upon request with a random 10% sampling. The patient satisfaction survey shall have a prepaid postage envelope provided by the contractor to the VA beneficiaries, caregivers, or family members upon arrival of the patient's resident. Please see Appendix Patient Satisfaction Survey. The survey will be returned with the prepaid postage upon receipt by the Veteran to the following address below:

Miami VA Health Care System  
Attn: Prosthetics Department 121  
1201 NW 16th St  
Miami, FL. 33125

14.2. Performance standards define desired services. The Government performs surveillance to determine if the Contractor exceeds, meets, or does not meet these standards. The Government shall use these standards to determine Contractor performance and shall compare Contractor performance to the Acceptable Quality Level (AQL). The Quality Assurance Surveillance Plan (QASP) method of surveillance will be by random inspection.

14.2.1 Performance Evaluation: After acceptance of the contract the system will be monitored for performance including but not limited to; safety (errors reporting results), quality assurance (turnaround time, meeting applicable federal regulations).

14.2.2 Direct Observation: (Conduct periodically or through 100% surveillance.) If the contractor is re-surveyed by an accrediting body during the contract term, the contractor shall notify the Contracting Officer 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 TJC standards and shall be monitored by the contractor for compliance. The COR shall be notified if a subcontractor is utilized.

14.2.3 Periodic Inspection. (Evaluates outcomes on a periodic basis.) Inspections may be scheduled [Daily, Weekly, Monthly, Quarterly, or annually] or unscheduled, as required. The Contractor shall provide quarterly activity reports with actual usage data and purchase activity, including subtotals and totals of procurement dollars spent. The report shall be sorted by line item number and description of service/products as identified in pricing section for the entire term of the contract. These reports shall be provided to the Prosthetics Service of the Miami VA Healthcare System 1201 NW 16th Street Miami, Florida, respective reporting departments.

14.2.4. User Survey. It combines these elements of validated user complaints and random sampling. A random survey is conducted to solicit user satisfaction.

14.2.5. Metrics and methods are designed to determine if performance exceeds, meets, or does not meet a given standard and acceptable quality level. A rating scale shall be used to determine a positive or negative outcome. The contractor is expected to meet the acceptable quality level at all times and will receive full Quarterly inspections of facilities and services at the 100% level.

14.2.6. If the agency is unable to comply with acceptable standards, the following will occur: The contractor will receive written notice of fact-finding investigation, and will be given 72 hours to respond to written recommendations. Refusal will result in termination of the contract. Any inconsistencies found through Quality Assurance review will be corrected by the Contractor within ten (10) calendar days and at no cost to the Miami VA Medical Center.

**14.3. Documenting Performance:**

14.3.1. Acceptable Performance: The Government shall document positive performance. Any report may become a part of the supporting documentation for any contractual action.

14.3.2. Unacceptable Performance: When unacceptable performance occurs, the COR shall inform the CO. This will normally be in writing unless circumstances necessitate verbal communication. In any case the COR shall document the discussion and place it in the COR file.

14.3.3. Contract Discrepancy Report (CDR): When the COR determines formal written communication is required, the COR shall prepare a CDR, and present it to the CO. The contractor shall acknowledge receipt of the CDR in writing. The CDR will specify if the contractor is required to prepare a corrective action plan to document how the contractor shall correct the unacceptable performance and avoid a recurrence. The CDR will also state how long after receipt the contractor has to present this corrective action plan to the COR. The Government shall review the contractor's corrective action plan to determine acceptability.

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

14.3.5. Frequency of Measurement: During contract performance, the COR will periodically analyze whether the negotiated frequency of surveillance is appropriate for the work being performed.

14.3.6 Frequency of Performance Assessment Meetings: The COR shall meet with the contractor quarterly to assess performance and shall provide a written assessment.

14.3.7. The QASP and its performance objectives are as follows:

SOW Section	Performance Objective	Performance Standard	Acceptable Quality Level	Surveillance Method	Compliance

4.1.3	Agency accredited by TJC.	TJC accreditation &	100%	CO/COR Random inspection Semi-Annual review of certification	Below AQL non-acceptance of service
4.1.4	Liability Insurance	Liability Insurance			
6.1 6.1.2 6.1.3 6.1.4	Service hours and Emergency contact information	Patient received vendor contact information.	90%	CO/COR Random inspection	Below AQL non-acceptance of service
6.2	Delivery, Set-up, and installation	Services processed timely when ordered	90%	CO/COR Random inspection and customer feed back	Below AQL non-acceptance of service
7.1.2	Manufacturer instruction of equipment use.	Patient properly instructed of delivered equipment maintenance, use, and	85%	CO/COR Random inspection and customer feed back	Below AQL non-acceptance of service
13.1	Inventory Management	Reported inventory submitted	90%	CO/COR or designee Direct observation	Below AQL non-acceptance of service
14.1.2	Patient Satisfaction	Satisfaction with program rated	85%	CO/COR Random inspection and customer feed back with user survey	Below AQL non-acceptance of service
16.0	Infection Control	Standards of Infection control follows TJC requirements	90%	CO/COR or designee direct observation and random inspection	Below AQL non-acceptance of service
17.0	Incident involving VA patients	Incidents reported timely	90%	CO/COR or designee, Direct observation, customer feedback	Below AQL non-acceptance of service

**15.0 EMERGENCY PREPAREDNESS PLAN:**



15.1 The Contractor shall have an emergency preparedness plan which must demonstrate the ability to provide continuing care and support in the event of an emergency which results in interruption of services (hurricanes, wildfire, tornadoes, etc.). The Contractor shall provide 24-hour emergency services including replacement and/or backup equipment when necessary. An adhesive label with the Contractor's name and toll-free telephone number shall be placed on the equipment in an obvious location so that the patient and/or caregiver will know where to call to report emergency malfunctions.

15.1.2 The Contractor shall document and immediately report to the COR or designee, any known incidents of death, accident, injury or infection related to equipment furnished, and life-threatening equipment malfunctions or equipment recalls. The Contractor shall maintain a system for the purpose of equipment safety recalls.

15.1.3 The Contractor is required to have in place a system of notification of equipment hazards, defects and recalls, and shall maintain an effective plan and record of all recall actions. The Contractor shall notify the COR or designee of any recalls initiated and those VA patients affected within ten (10) working days of receipt of recall notification.

15.2 The Contractor shall employ Universal Precautions in ALL aspects of services provided under this contract in accordance with Joint Commission requirements.

#### **16.0 INFECTION CONTROL:**

16.1 Standards of infection control shall follow all TJC requirements and be maintained to include:

- Separation of clean/dirty DME bagging and packing as appropriate
- Designation and markings: Cleaning process areas / storage areas
- Repair areas
- Transportation vehicles

16.1.2 All packaging and marking for infection control shall meet TJC requirements, as well as storage methods and facilities. COR/VA representatives shall be responsible for periodic inspections to insure that TJC compliance is met.

16.1.3 All materials shall be clearly marked to show special handling requirements or hazardous warnings. The Contractor shall also comply with OSHA Material Safety Data Sheet marking and handling requirements where appropriate to the item.

16.1.4 All Communicable diseases shall be reported to appropriate local and state agencies, and directly to the COR or designee, and VA Infection Control Team.

16.1.5 The Contractor shall take measures to prevent, identify, and control infections. Infection control procedures related to the care or service provided shall address, at a minimum, personal hygiene, transmission based precautions, aseptic procedures, staff health and transmitted infections, and appropriate cleaning and disinfection of equipment. The Contractor shall exhibit the importance of infection control and personal hygiene and know their responsibilities regarding infection control. The Contractor shall have a system in place to evaluate report and

maintain records of infection control related to the care or service provided among patients and, as appropriate, among staff. The Contractor shall provide documentation of training in infection control standards for all Contractor personnel utilized in the performance of this contract. Contractor will provide on a quarterly basis all data collected in regards to infection control, hand hygiene and other requirements per TJC regulations.

**17.0 INCIDENTS INVOLVING VA PATIENT:**

17.1 All accidents, malfunctions, injuries and deaths related to the delivery and use of DME shall be IMMEDIATELY reported verbally to the COR or designee. A follow-up written report of contact describing the event, analysis of cause/effect, and corrective action taken, shall be provided to the COR or designee within three (3) business days of the verbal report.

17.1.2 The Contractor shall make a written report of all inquiries, complaints, and requests received from patients or caregivers and furnish a copy to the COR or designee. The written report must contain at a minimum: the nature of the inquiry, complaint, or request; the Contractor's decision; and the basis for the decision and outcome. The report shall be signed by the Contractor's employee who received the call and the Contractor's official who reviewed it for appropriate action. All complaints shall be addressed and resolved within five (5) business days. All records shall be provided to the COR or designee for review upon request and/or at quarterly site visits.

17.2. The Contractor shall notify the COR or designee immediately if any of the following unusual conditions are known to exist concerning the VA patient using VA-owned DME:

- Change of address and/or telephone number
- VA patient is hospitalized or expires
- VA patient cannot be reached
- Excessive abuse of equipment/accessories
- Requests for extra equipment/accessories without the consent of the COR or designee, or for any change in the original order.

17.2.1 The COR or designee will likewise notify the Contractor should any unusual conditions exist in the VA patient's residence.

**18.0 INTERACTION BETWEEN CONTRACTOR PERSONNEL AND VA PATIENT:**

18.1 The VA patients serviced by this contract have significant physical disabilities or chronic illnesses that, in many cases, influence their behavior and lifestyle. It is of the utmost importance that a high degree of sensitivity and professionalism be demonstrated when VA patient/caregiver contact is made. The Contractor is expected to be discreet and tactful and demonstrate concern, compassion and patience.

18.1.2 The VA reserves the right to remove any Contractor employee from the performance of service under this contract if their behavior and the level of service provided are not in accordance with the specifications and requirements contained herein.

**19.0 CONTRACTOR VEHICLES:**

19.1 The Contractor shall have duly licensed vehicles able to transport the maximum weight recommended by the vehicle manufacturer. All vehicles used in the performance of services under the contract shall be clearly marked with company identification. The Contractor shall ensure that all vehicles meet Local, State and Federal codes and maintain motor vehicle Liability Insurance in accordance with the laws of the State of Florida, as appropriate. Vehicles will maintain a copy of Material Safety Data Sheet (MSDS) and meet all applicable Joint Commission requirements.

19.1.2 The Contractor agrees to procure and maintain, while the contract is in effect, Worker's Compensation, Employer's Liability, General Liability and Motor Vehicle Liability Insurance in accordance with the laws of the State of Florida, as appropriate. The policy shall provide coverage for Public Liability Limits of not less than the statutory limitation for any one accident, and at least meeting the statutory limitation, if more than one person is involved.

19.1.3 PERMANENT FIXTURES AND INSTALLATION: Grab bar and outside hand rail installations are authorized under this contract.

19.1.4 Before commencing work under the contract, the Contractor shall furnish to the COR or designee a certificate of insurance indicating the coverage outlined herein and containing an endorsement to the effect that cancellation of, or any material change in the policies which adversely affect the interests of the Government in such insurance shall not be effective unless a 30-day advance written notice of cancellation or change is furnished the Government.

**20.0 KEY PERSONNEL:**

20.1 A record of each Delivery Drivers qualifications, character, competencies and capabilities of performing the duties required shall be maintained at the Contractor's establishment and made available for inspection upon request by the Contracting Officer. Personnel must submit to drug testing and background check before providing direct interaction with patients.

20.1.2 The Contractor shall adhere to the provisions of Public Law 104-191, Health Insurance Portability and Accountability Act (HIPAA) of 1996 and the National Standards to Protect the Privacy and Security of Protected Health Information (PHI). As required by HIPAA, the Department of Health and Human Services (HHS) has promulgated rules governing the security and use and disclosure of protected health information by covered entities, including the Department of Veterans Affairs.

20.1.3 Drivers shall possess all necessary licenses and/or permits to perform work under this contract.

20.1.4 Drivers shall be dressed in company uniforms that are neat and clean, presenting a well-groomed professional appearance.

20.1.5 Contractor personnel shall have visible picture identification bearing the company name and the employee's name.

**21.0 PHASE IN PERIOD/CHANGE OF CONTRACTORS:**

21.1 When there is a change of Contractor, it is the duty and responsibility of the new Contractor to pick up all VA-owned equipment from the previous Contractor and transport to and store the equipment at the new Contractor's location. These items shall be stored separately by the previous Contractor for a phase-in period not to exceed 15 days. These services will be at no cost to the VA. Contractor agrees to a 15-day phase-in period for the transferring of supplies and services to the VA patients. This will allow the Contractor to organize and prepare so as to allow a transition period without undue stress or interrupted service to the patients.

**22.0 CONTRACT ADMINISTRATION AND DATA REQUIREMENTS:**

22.1 Payment Processing. Payments will be by Government Purchase Card. The Contractor shall accept fax or electronic copies of purchase orders. The Contractor must have Class II Visa software to be compatible with VA billing requirements for all credit card payments. The Contractor's invoice shall include, but is not limited to:

- The contract number and purchase/delivery order number
- Patient's name and demographics
- Date service was requested
- Completion date of service
- Detail of work accomplished
- Equipment (i.e., delivered, repaired, picked up, new, refurbished, etc.)
- Model and serial number of equipment
- Total cost of service charge (itemized if necessary)
- A copy of the Certification of Delivery form

22.1.2 Site Visits. The Contractor shall permit unannounced on-site visits by VA Personnel and Joint Commission surveyors accompanied by VA personnel to assess contracted services, i.e., adequacy, compliance with Joint Commission and contract requirements, record-keeping, equipment maintenance, etc.

22.1.3 Training to Contractor Personnel. The Contractor shall train delivery personnel in the safe and proper operation of DME. In addition, they shall be trained to instruct the patient, patient's spouse or caregiver in the safe operation of the DME, and procedures to follow in the event of DME malfunction. On request, the Contractor shall provide the COR or designee current training/competency records of all personnel responsible for the delivery and set-up of DME to patient patients.

22.1.4 Equipment Inventory. An inventory of all VA equipment in the storage facility shall be forwarded to the COR or designee on a weekly basis for the duration of this contract.

22.1.5 Contractor Contact Person. The Contractor shall provide a contact person whom the Department of Veterans Affairs may contact during the period of this contract for prompt action on matters pertaining to the administration of this contract:

Name  
Title  
Address  
Phone  
Fax

E-Mail

### **23.0 Loaner Program**

23.1 The loaner program provides temporary power mobility devices for VA beneficiaries whom are awaiting repair or replacement of their VA issued equipment. The contractor shall provide storage of VA owned power mobility equipment at their warehouse for the loaner program. Contractor will be responsible for retrieval and cleaning of equipment upon COR or designee discretion. Contractor will deliver equipment upon COR or designee request.

23.1.2 Contractor will provide inventory updates and the condition of the equipment to the COR or designee on a weekly basis. In the event the contractor retrieves a power mobility device that is deemed unusable or irreparable, the contractor shall provide the COR or designee detailed description, serial number, and pictures of the power mobility device.

23.1.3 In the event a power mobility device needs repair, the contractor shall contact the COR or designee and either will determine if the equipment will be repaired or destroyed. The COR or designee will provide a replacement device for the destroyed.

## **CONTRACT ADMINISTRATION DATA AND REQUIREMENTS**

### **Payment Processing**

Prosthetics/Logistics in accordance with (IAW) the limitations of FAR 52.216-19, Order Limitations will make payment by Government Purchase Card (GPC). Prosthetics obligates funds via the GPC and uses the card as a form of payment for patient deliveries and set ups to the contractor. The contractor shall accept fax copies of purchase orders. The Contractor's invoice shall include, but is not limited to:

- Contract number and purchase/delivery order number
- Beneficiary's name
- Date service was requested
- Completion date of service
- Detail of work accomplished
- Equipment (i.e., delivered, repaired, picked up etc.)
- Model and serial number of equipment
- Total cost of service charge
- Copy of the veteran's signed acceptance receipt

### **b. Patient Plan of Service**

Contractor shall provide a folder that defines the plan of service for each patient who receives equipment or appliances delivered by Contractor. Plan of service shall be developed within five (5) workdays of initiation of each service. Contractor shall maintain an individual Plan of Service folder for each veteran serviced. Folder shall contain the individualized plan of service, documentation of patient education, and/or safety hazards, a statement signed by the patient or designated caregiver of the patients' understanding of instructions and other pertinent documents provided and invoice.

### **c. Unannounced Site Visits**

Contractor shall permit on-site visits by COR/designee. The Joint Commission surveyors and any other compliance personnel for the purpose of reviewing Joint Commission and contract compliance. All non-VA personnel shall be accompanied by VA personnel.

**d. Training to Contractor Personnel**

Contractor shall train delivery personnel in the safe and proper operation of VA owned equipment. In addition, they will be trained to instruct the patient, patient's spouse or care provider in the safe operation of the VA owned equipment, and procedures to follow in the event of equipment malfunction. On request, Contractor shall provide the COR, current training records of all personnel responsible for the delivery and set-up of VA owned equipment to veteran patients.

Appendix A

**HME Patient Satisfaction Survey**

**Veterans or Beneficiary Name:**

**Last Four SSN:**

**Address:**

**Vendor:**

**Service provided:**

**Date Order Placed:**

**Date Equipment delivered/received:**

**Date survey Conducted:**

**Equipment received in timely fashion:    Yes            No**

**Explain:**

Rating of vendor providing service (with 1 being the lowest and 10 being the highest):

1 \_ 2 \_ 3 \_ 4 \_ 5 \_ 6 \_ 7 \_ 8 \_ 9 \_ 10 \_

Comments or Concerns:

Veteran Signature

Date

**Bid item no. 1 (Base Year)**

CLIN (Contract Line Item Number)	Service Requirement	Estimated Quantity	Unit	Unit Price	Total Estimated Price for CLIN
	Flat fee for 55-mile trip to and from Beneficiaries' homes for the delivery & setup/pickup, sanitizing, repair and storing/disposal of VA-owned DME/HME stored at Contractor's warehouse.	1500	Trip		
	Flat fee for trip from contractor's warehouse to Miami VA Medical Center for delivery of VA-owned DME.		Trip		
	Flat fee for trip from beneficiaries' home to Miami VA Medical Center for delivery of DME.	25	Trip		

	Flat fee for 55-mile trip for loaner power mobility (on emergency basis) delivery, setup/pickup, sanitizing and storing/disposal of VA-owned power mobility devices stored at Contractor's warehouse.	20	Trip		
	Emergency (afterhours) 55-mile trip to and from beneficiaries' homes for delivery & setup/pickup, sanitizing, repair of DME.	30	Trip		
	Flat rate per mileage for trip beyond 55 mile (roundtrip)	75	Mile		
	Hourly rate for Maintenance and repair of DME equipment at beneficiaries home.	750trips	Hour		
	Hourly rate for minor maintenance and repair of loaner mobility equipment (ONLY)	4 repairs	Hour		
	Flat rate for special assistance equipment Delivery, Setup/Pickup, Sanitizing and Storing/Disposal.	5	Trip		
	Installation of Grab bars & outside handrails	450	Trip		
Estimated Total for the Base Year:					\$0

### B.3 Price/Cost Schedule

#### Item Information

ITEM NUMBER	DESCRIPTION OF SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1	TO ESTABLISH DURABLE MEDICAL EQUIPMENT (DME) CONTRACT. ONE BASE YEAR WITH OPTION YEARS.	1.00	JB	_____	_____
<b>GRAND TOTAL</b>					_____

### B.4 Delivery Schedule

ITEM NUMBER	QUANTITY	DELIVERY
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DATE	
1	1.00

## SECTION C - CONTRACT CLAUSES

### C.1 52.203-16 PREVENTING PERSONAL CONFLICTS OF INTEREST (DEC 2011)

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

"Acquisition function closely associated with inherently governmental functions" means supporting or providing advice or recommendations with regard to the following activities of a Federal agency:

- (1) Planning acquisitions.
- (2) Determining what supplies or services are to be acquired by the Government, including developing statements of work.
- (3) Developing or approving any contractual documents, to include documents defining requirements, incentive plans, and evaluation criteria.
- (4) Evaluating contract proposals.
- (5) Awarding Government contracts.
- (6) Administering contracts (including ordering changes or giving technical direction in contract performance or contract quantities, evaluating contractor performance, and accepting or rejecting contractor products or services).
- (7) Terminating contracts.
- (8) Determining whether contract costs are reasonable, allocable, and allowable.

"Covered employee" means an individual who performs an acquisition function closely associated with inherently governmental functions and is—

- (1) An employee of the contractor; or
- (2) A subcontractor that is a self-employed individual treated as a covered employee of the contractor because there is no employer to whom such an individual could submit the required disclosures.

"Non-public information" means any Government or third-party information that—

- (1) Is exempt from disclosure under the Freedom of Information Act (5 U.S.C. 552) or otherwise protected from disclosure by statute, Executive order, or regulation; or
- (2) Has not been disseminated to the general public and the Government has not yet determined whether the information can or will be made available to the public.

"Personal conflict of interest" means a situation in which a covered employee has a financial interest, personal activity, or relationship that could impair the employee's ability to act impartially and in the best interest of the Government when performing under the contract. (A *de minimis* interest that would not

"impair the employee's ability to act impartially and in the best interest of the Government" is not covered under this definition.)

(1) Among the sources of personal conflicts of interest are—

(i) Financial interests of the covered employee, of close family members, or of other members of the covered employee's household;

(ii) Other employment or financial relationships (including seeking or negotiating for prospective employment or business); and

(iii) Gifts, including travel.

(2) For example, financial interests referred to in paragraph (1) of this definition may arise from—

(i) Compensation, including wages, salaries, commissions, professional fees, or fees for business referrals;

(ii) Consulting relationships (including commercial and professional consulting and service arrangements, scientific and technical advisory board memberships, or serving as an expert witness in litigation);

(iii) Services provided in exchange for honorariums or travel expense reimbursements;

(iv) Research funding or other forms of research support;

(v) Investment in the form of stock or bond ownership or partnership interest (excluding diversified mutual fund investments);

(vi) Real estate investments;

(vii) Patents, copyrights, and other intellectual property interests; or

(viii) Business ownership and investment interests.

(b) *Requirements.* The Contractor shall—

(1) Have procedures in place to screen covered employees for potential personal conflicts of interest, by—

(i) Obtaining and maintaining from each covered employee, when the employee is initially assigned to the task under the contract, a disclosure of interests that might be affected by the task to which the employee has been assigned, as follows:

(A) Financial interests of the covered employee, of close family members, or of other members of the covered employee's household.

(B) Other employment or financial relationships of the covered employee (including seeking or negotiating for prospective employment or business).

(C) Gifts, including travel; and

(ii) Requiring each covered employee to update the disclosure statement whenever the employee's personal or financial circumstances change in such a way that a new personal conflict of interest might occur because of the task the covered employee is performing.

(2) For each covered employee—

(i) Prevent personal conflicts of interest, including not assigning or allowing a covered employee to perform any task under the contract for which the Contractor has identified a personal conflict of interest for the employee that the Contractor or employee cannot satisfactorily prevent or mitigate in consultation with the contracting agency;

(ii) Prohibit use of non-public information accessed through performance of a Government contract for personal gain; and

(iii) Obtain a signed non-disclosure agreement to prohibit disclosure of non-public information accessed through performance of a Government contract.

(3) Inform covered employees of their obligation—

(i) To disclose and prevent personal conflicts of interest;

(ii) Not to use non-public information accessed through performance of a Government contract for personal gain; and

(iii) To avoid even the appearance of personal conflicts of interest;

(4) Maintain effective oversight to verify compliance with personal conflict-of-interest safeguards;

(5) Take appropriate disciplinary action in the case of covered employees who fail to comply with policies established pursuant to this clause; and

(6) Report to the Contracting Officer any personal conflict-of-interest violation by a covered employee as soon as it is identified. This report shall include a description of the violation and the proposed actions to be taken by the Contractor in response to the violation. Provide follow-up reports of corrective actions taken, as necessary. Personal conflict-of-interest violations include—

(i) Failure by a covered employee to disclose a personal conflict of interest;

(ii) Use by a covered employee of non-public information accessed through performance of a Government contract for personal gain; and

(iii) Failure of a covered employee to comply with the terms of a non-disclosure agreement.

(c) Mitigation or waiver. (1) In exceptional circumstances, if the Contractor cannot satisfactorily prevent a personal conflict of interest as required by paragraph (b)(2)(i) of this clause, the Contractor may submit a request through the Contracting Officer to the Head of the Contracting Activity for—

(i) Agreement to a plan to mitigate the personal conflict of interest; or

(ii) A waiver of the requirement.

(2) The Contractor shall include in the request any proposed mitigation of the personal conflict of interest.

(3) The Contractor shall—

(i) Comply, and require compliance by the covered employee, with any conditions imposed by the Government as necessary to mitigate the personal conflict of interest; or

(ii) Remove the Contractor employee or subcontractor employee from performance of the contract or terminate the applicable subcontract.

(d) *Subcontract flowdown.* The Contractor shall include the substance of this clause, including this paragraph (d), in subcontracts—

(1) That exceed \$150,000; and

(2) In which subcontractor employees will perform acquisition functions closely associated with inherently governmental functions (i.e., instead of performance only by a self-employed individual).

(End of Clause)

## **C.2 52.203-17 CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (APR 2014)**

(a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112–239) and FAR 3.908.

(b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.

(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 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS—COMMERCIAL ITEMS (MAY 2015)**

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

(3) 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 (APR 2015).

(28) 52.222-26, Equal Opportunity (APR 2015) (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)(i) 52.222-50, Combating Trafficking in Persons (MAR 2015) (22 U.S.C. chapter 78 and E.O. 13627).

(ii) Alternate I (MAR 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).

(34) 52.222-54, Employment Eligibility Verification (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.)

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

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

(36)(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.

(37)(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.
- (38) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007)(42 U.S.C. 8259b).
- (39)(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.
- (40) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011)
- (41) 52.225-1, Buy American—Supplies (MAY 2014) (41 U.S.C. chapter 83).
- (42)(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.
- (43) 52.225-5, Trade Agreements (NOV 2013) (19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).
- (44) 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).
- (45) 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).
- (46) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).
- (47) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).
- (48) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).
- (49) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).
- (50) 52.232-33, Payment by Electronic Funds Transfer—System for Award Management (Jul 2013) (31 U.S.C. 3332).
- (51) 52.232-34, Payment by Electronic Funds Transfer—Other than System for Award Management (Jul 2013) (31 U.S.C. 3332).
- (52) 52.232-36, Payment by Third Party (MAY 2014) (31 U.S.C. 3332).

(53) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

(54)(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) 52.222-17, Nondisplacement of Qualified Workers (MAY 2014) (E.O. 13495).

(2) 52.222-41, Service Contract Labor Standards (MAY 2014) (41 U.S.C. chapter 67).

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

(4) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards—Price Adjustment (Multiple Year and Option Contracts) (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

(5) 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards—Price Adjustment (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

(6) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements (MAY 2014) (41 U.S.C. chapter 67).

(7) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services—Requirements (MAY 2014) (41 U.S.C. chapter 67).

(8) 52.222-55, Minimum Wages Under Executive Order 13658 (DEC 2014) (Executive Order 13658).

(9) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (MAY 2014) (42 U.S.C. 1792).

(10) 52.237-11, Accepting and Dispensing of \$1 Coin (SEP 2008) (31 U.S.C. 5112(p)(1)).

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

(v) 52.222-26, Equal Opportunity (APR 2015) (E.O. 11246).

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

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

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

(ix) 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.

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

(xi)(A) 52.222-50, Combating Trafficking in Persons (MAR 2015) (22 U.S.C. chapter 78 and E.O. 13627).

(B) Alternate I (MAR 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).

(xii) 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).

(xiii) 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).

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

(xv) 52.222-55, Minimum Wages Under Executive Order 13658 (DEC 2014) (E.O. 13658).

(xvi) 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).

(xvii) 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.

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

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

(End of Clause)

### **C.5 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 .

(End of Clause)

### **C.6 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 .

(End of Clause)

### **C.7 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 ; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 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 .

(End of Clause)

### **C.8 52.224-1 PRIVACY ACT NOTIFICATION (APR 1984)**

The Contractor will be required to design, develop, or operate a system of records on individuals, to accomplish an agency function subject to the Privacy Act of 1974, Public Law 93-579, December 31, 1974 (5 U.S.C. 552a) and applicable agency regulations. Violation of the Act may involve the imposition of criminal penalties.

(End of Clause)

### **C.9 52.224-2 PRIVACY ACT (APR 1984)**

(a) The Contractor 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—

(i) The systems of records; and

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

(2) 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 design, development, or operation of a system of records on individuals that is subject to the Act; and

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

(b) 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 system of records 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 system of records on individuals to accomplish an agency function. For purposes of the Act, when the contract is for the operation of a system of records

on individuals to accomplish an agency function, the Contractor and any employee of the Contractor is considered to be an employee of the agency.

(c) (1) "Operation of a system of records," as used in this clause, means performance of any of the activities associated with maintaining the system of records, including the collection, use, and dissemination of records.

(2) "Record," as used in this clause, 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 that contains the person's name, or the identifying number, symbol, or other identifying particular assigned to the individual, such as a fingerprint or voiceprint or a photograph.

(3) "System of records on individuals," as used in this clause, 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.

(End of Clause)

#### **C.10 52.232-18 AVAILABILITY OF FUNDS (APR 1984)**

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

(End of Clause)

#### **C.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 . 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 , 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)

#### **C.12 52.237-3 CONTINUITY OF SERVICES (JAN 1991)**

(a) The Contractor recognizes that the services under this contract are vital to the Government and must be continued without interruption and that, upon contract expiration, a successor, either the Government or another contractor, may continue them. The Contractor agrees to (1) furnish phase-in training and (2) exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor.

(b) The Contractor shall, upon the Contracting Officer's written notice, (1) furnish phase-in, phase-out services for up to 90 days after this contract expires and (2) negotiate in good faith a plan with a successor to determine the nature and extent of phase-in, phase-out services required. The plan shall specify a

training program and a date for transferring responsibilities for each division of work described in the plan, and shall be subject to the Contracting Officer's approval. The Contractor shall provide sufficient experienced personnel during the phase-in, phase-out period to ensure that the services called for by this contract are maintained at the required level of proficiency.

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

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

(End of Clause)

### **C.13 VAAR 852.219-10 VA NOTICE OF TOTAL SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS SET-ASIDE (DEC 2009)**

(a) Definition. For the Department of Veterans Affairs, "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 (or eligible surviving spouses);

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

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

(iv) The business has been verified for ownership and control and is so listed in the Vendor Information Pages database, (<http://www.VetBiz.gov>).

(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).

(b) *General.* (1) Offers are solicited only from service-disabled veteran-owned small business concerns. Offers received from concerns that are not service-disabled veteran-owned small business concerns shall not be considered.

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

(c) Agreement. A service-disabled veteran-owned small business concern agrees that in the performance of the contract, in the case of a contract for:

(1) Services (except construction), at least 50 percent of the cost of personnel for contract performance will be spent for employees of the concern or employees of other eligible service-disabled veteran-owned small business concerns;

(2) Supplies (other than acquisition from a nonmanufacturer of the supplies), at least 50 percent of the cost of manufacturing, excluding the cost of materials, will be performed by the concern or other eligible service-disabled veteran-owned small business concerns;

(3) General construction, at least 15 percent of the cost of the contract performance incurred for personnel will be spent on the concern's employees or the employees of other eligible service-disabled veteran-owned small business concerns; or

(4) Construction by special trade contractors, at least 25 percent of the cost of the contract performance incurred for personnel will be spent on the concern's employees or the employees of other eligible service-disabled veteran-owned small business concerns.

(d) A joint venture may be considered a service-disabled veteran owned small business concern if--

(1) At least one member of the joint venture is a service-disabled veteran-owned small business concern, and makes the following representations: That it is a service-disabled veteran-owned small business concern, and that it is a small business concern under the North American Industry Classification Systems (NAICS) code assigned to the procurement;

(2) Each other concern is small under the size standard corresponding to the NAICS code assigned to the procurement; and

(3) The joint venture meets the requirements of paragraph 7 of the explanation of Affiliates in 19.101 of the Federal Acquisition Regulation.

(4) The joint venture meets the requirements of 13 CFR 125.15(b).

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

(End of Clause)

## **C.14 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.15 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:

(End of Clause)

### **C.16 VAAR 852.237-70 CONTRACTOR RESPONSIBILITIES (APR 1984)**

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

(End of Clause)

### **C.17 52.245-1 GOVERNMENT PROPERTY (APR 2012) ALTERNATE II (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 to property (and other tangible personal property) purchased with funds available for research and having a unit acquisition cost of less than \$5,000 shall vest in the Contractor upon acquisition or as soon thereafter as feasible; provided that the Contractor obtained the Contracting Officer's approval before each acquisition. Title to property purchased with funds available for research and having a unit acquisition cost of \$5,000 or more shall vest as set forth in this contract. If title to property vests in the Contractor under this paragraph, the Contractor agrees that no costs shall be allowed for any depreciation, amortization, or use under any existing or future Government contract or subcontract thereunder. The Contractor shall furnish the Contracting Officer a list of all property to which title is vested in the Contractor under this paragraph within 10 days following the end of the calendar quarter during which it was received. Vesting title under this paragraph is subject to civil rights legislation, 42 U.S.C. 2000d. Before title is vested and by signing this contract, the Contractor accepts and agrees that—

"No person in the United States or its outlying areas shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this contemplated financial assistance (title to property)."

(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.18 52.245-9 USE AND CHARGES (APR 2012)**

(a) *Definitions.* Definitions applicable to this contract are provided in the clause at 52.245-1, Government Property. Additional definitions as used in this clause include:

"Rental period" means the calendar period during which Government property is made available for nongovernmental purposes.

"Rental time" means the number of hours, to the nearest whole hour, rented property is actually used for nongovernmental purposes. It includes time to set up the property for such purposes, perform required maintenance, and restore the property to its condition prior to rental (less normal wear and tear).

(b) *Use of Government property.* The Contractor may use the Government property without charge in the performance of—

(1) Contracts with the Government that specifically authorize such use without charge;

(2) Subcontracts of any tier under Government prime contracts if the Contracting Officer having cognizance of the prime contract—

(i) Approves a subcontract specifically authorizing such use; or

(ii) Otherwise authorizes such use in writing; and

(3) Other work, if the Contracting Officer specifically authorizes in writing use without charge for such work.

(c) *Rental.* If granted written permission by the Contracting Officer, or if it is specifically provided for in the Schedule, the Contractor may use the Government property (except material) for a rental fee for work other than that provided in paragraph (b) of this clause. Authorizing such use of the Government property does not waive any rights of the Government to terminate the Contractor's right to use the Government property. The rental fee shall be determined in accordance with the following paragraphs.

(d) General.

(1) Rental requests shall be submitted to the Administrative Contracting Officer (ACO), identify the property for which rental is requested, propose a rental period, and compute an estimated rental charge by

using the Contractor's best estimate of rental time in the formulae described in paragraph (e) of this clause.

(2) The Contractor shall not use Government property for nongovernmental purposes, including Independent Research and Development, until a rental charge for real property, or estimated rental charge for other property, is agreed upon. Rented property shall be used only on a non-interference basis.

(e) Rental charge.—

(1) Real property and associated fixtures.

(i) The Contractor shall obtain, at its expense, a property appraisal from an independent licensed, accredited, or certified appraiser that computes a monthly, daily, or hourly rental rate for comparable commercial property. The appraisal may be used to compute rentals under this clause throughout its effective period or, if an effective period is not stated in the appraisal, for one year following the date the appraisal was performed. The Contractor shall submit the appraisal to the ACO at least 30 days prior to the date the property is needed for nongovernmental use. Except as provided in paragraph (e)(1)(iii) of this clause, the ACO shall use the appraisal rental rate to determine a reasonable rental charge.

(ii) Rental charges shall be determined by multiplying the rental time by the appraisal rental rate expressed as a rate per hour. Monthly or daily appraisal rental rates shall be divided by 720 or 24, respectively, to determine an hourly rental rate.

(iii) When the ACO believes the appraisal rental rate is unreasonable, the ACO shall promptly notify the Contractor. The parties may agree on an alternative means for computing a reasonable rental charge.

(iv) The Contractor shall obtain, at its expense, additional property appraisals in the same manner as provided in paragraph (e)(1)(i) if the effective period has expired and the Contractor desires the continued use of property for nongovernmental use. The Contractor may obtain additional appraisals within the effective period of the current appraisal if the market prices decrease substantially.

(2) *Other Government property.* The Contractor may elect to compute the rental charge using the appraisal method described in paragraph (e)(1) of this clause subject to the constraints therein or the following formula in which rental time shall be expressed in increments of not less than one hour with portions of hours rounded to the next higher hour: The hourly rental charge is calculated by multiplying 2 percent of the acquisition cost by the hours of rental time, and dividing by 720.

(3) *Alternative methodology.* The Contractor may request consideration of an alternative basis for computing the rental charge if it considers the monthly rental rate or a time-based rental unreasonable or impractical.

(f) Rental payments.

(1) Rent is due 60 days following completion of the rental period or as otherwise specified in the contract. The Contractor shall compute the rental due, and furnish records or other supporting data in sufficient detail to permit the ACO to verify the rental time and computation. Payment shall be made by check payable to the Treasurer of the United States and sent to the contract administration office identified in this contract, unless otherwise specified by the Contracting Officer.



(2) Interest will be charged if payment is not made by the date specified in paragraph (f)(1) of this clause. Interest will accrue at the "Renegotiation Board Interest Rate" (published in the Federal Register semiannually on or about January 1st and July 1st) for the period in which the rent is due.

(3) The Government's acceptance of any rental payment under this clause, in whole or in part, shall not be construed as a waiver or relinquishment of any rights it may have against the Contractor stemming from the Contractor's unauthorized use of Government property or any other failure to perform this contract according to its terms.

(g) *Use revocation.* At any time during the rental period, the Government may revoke nongovernmental use authorization and require the Contractor, at the Contractor's expense, to return the property to the Government, restore the property to its pre-rental condition (less normal wear and tear), or both.

(h) *Unauthorized use.* The unauthorized use of Government property can subject a person to fines, imprisonment, or both, under 18 U.S.C. 641.

(End of Clause)

### **C.19 VAAR 852.246-70 GUARANTEE (JAN 2008)**

The contractor guarantees the equipment against defective material, workmanship and performance for a period of , said guarantee to run from date of acceptance of the equipment by the Government. The contractor agrees to furnish, without cost to the Government, replacement of all parts and material that are found to be defective during the guarantee period. Replacement of material and parts will be furnished to the Government at the point of installation, if installation is within the continental United States, or f.o.b. the continental U.S. port to be designated by the contracting officer if installation is outside of the continental United States. Cost of installation of replacement material and parts shall be borne by the contractor.

(End of Clause)

### **C.20 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:* per occurrences.

(c) *Automobile liability:* per person; per occurrence and 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)

**C.21 VAAR 852.246-71 INSPECTION (JAN 2008)**

Rejected goods will be held subject to contractors order for not more than 15 days, after which the rejected merchandise will be returned to the contractor's address at his/her risk and expense. Expenses incident to the examination and testing of materials or supplies that have been rejected will be charged to the contractor's account.

(End of Clause)

## SECTION D - CONTRACT DOCUMENTS, EXHIBITS, OR ATTACHMENTS

### 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 “EPHI.” 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:** \_\_\_\_\_

WD 05-2119 (Rev.-17) was first posted on www.wdol.gov on 07/14/2015

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REGISTER OF WAGE DETERMINATIONS UNDER | U.S. DEPARTMENT OF LABOR THE  
 SERVICE CONTRACT ACT | EMPLOYMENT STANDARDS ADMINISTRATION By direction  
 of the Secretary of Labor | WAGE AND HOUR DIVISION | WASHINGTON D.C. 20210 ||||  
 Wage Determination No.: 2005-2119 Daniel W. Simms Division of | Revision No.: 17  
 Director Wage Determinations| Date Of Revision: 07/08/2015

Note: Executive Order (EO) 13658 establishes an hourly minimum wage of \$10.10 for 2015 that applies to all contracts subject to the Service Contract Act for which the solicitation is issued on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.10 (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

State: Florida

Area: Florida Counties of Collier, Dade, Monroe

\*\*Fringe Benefits Required Follow the Occupational Listing\*\* OCCUPATION CODE - TITLE

FOOTNOTE	RATE	01000 - Administrative Support And Clerical Occupations	01011 -
Accounting Clerk I	14.11	01012 - Accounting Clerk II	
16.24	01013 - Accounting Clerk III	18.17	01020 - Administrative Assistant
22.64	01040 - Court Reporter	18.82	01051 - Data Entry Operator I
12.92	01052 - Data Entry Operator II	14.09	01060 - Dispatcher, Motor Vehicle
12.67	01090 - Duplicating Machine Operator	16.82	01070 - Document Preparation Clerk
12.62	01112 - General Clerk II	12.67	01111 - General Clerk I
15.59	01120 - Housing Referral Assistant	13.88	01113 - General Clerk III
12.39	01191 - Order Clerk I	20.88	01141 - Messenger Courier
13.86	01261 - Personnel Assistant (Employment) I	12.71	01192 - Order Clerk II
Assistant (Employment) II	18.07	15.88	01262 - Personnel Assistant (Employment) III
20.30	01270 - Production Control Clerk	20.00	01280 - Receptionist
13.44	01290 - Rental Clerk	14.93	01300 - Scheduler, Maintenance
16.74	01311 - Secretary I	16.74	01312 - Secretary II
18.73	01313 - Secretary III	20.88	01320 - Service Order Dispatcher
14.66	01410 - Supply Technician	23.21	01420 - Survey Worker
18.82	01531 - Travel Clerk I	12.57	01532 - Travel Clerk II
13.48	01533 - Travel Clerk III	14.33	01611 - Word Processor I
13.30	01612 - Word Processor II	14.93	01613 - Word Processor III
16.98	05000 - Automotive Service Occupations	16.61	05040 - Automotive Glass Installer
17.44	05010 - Automotive Electrician	15.52	05070 - Automotive Worker
15.52	05110 - Mobile Equipment Servicer	13.34	05130 - Motor Equipment Metal Mechanic
15.52	05190 - Motor Vehicle Mechanic	17.56	05160 - Motor Equipment Metal Worker
		17.34	05220 - Motor Vehicle



Mechanic Helper	12.24 05250 - Motor Vehicle Upholstery Worker	
14.42 05280 - Motor Vehicle Wrecker		15.52 05310 - Painter, Automotive
16.62 05340 - Radiator Repair Specialist		15.52 05370 - Tire Repairer
11.41 05400 - Transmission Repair Specialist		17.53 07000 - Food Preparation
And Service Occupations 07010 - Baker		12.65 07041 - Cook I
11.08 07042 - Cook II	12.90 07070 - Dishwasher	
8.72 07130 - Food Service Worker		9.89 07210 - Meat Cutter
12.75 07260 - Waiter/Waitress		9.85 09000 - Furniture Maintenance And
Repair Occupations 09010 - Electrostatic Spray Painter		14.98 09040 - Furniture
Handler	7.71 09080 - Furniture Refinisher	
14.98 09090 - Furniture Refinisher Helper		11.03 09110 - Furniture Repairer,
Minor	13.00 09130 - Upholsterer	16.48
11000 - General Services And Support Occupations 11030 - Cleaner, Vehicles		
9.80 11060 - Elevator Operator	10.39 11090 - Gardener	
14.13 11122 - Housekeeping Aide	10.39 11150 - Janitor	
10.39 11210 - Laborer, Grounds Maintenance	11.40 11240 - Maid or Houseman	
9.59 11260 - Pruner	9.93 11270 - Tractor Operator	
14.36 11330 - Trail Maintenance Worker	11.40 11360 - Window Cleaner	
11.94 12000 - Health Occupations 12010 - Ambulance Driver		15.34
12011 - Breath Alcohol Technician	17.33 12012 - Certified Occupational	
Therapist Assistant	26.46 12015 - Certified Physical Therapist Assistant	
24.15 12020 - Dental Assistant	15.13 12025 - Dental Hygienist	
31.91 12030 - EKG Technician	22.01 12035 - Electroneurodiagnostic	
Technologist	22.01 12040 - Emergency Medical Technician	
15.34 12071 - Licensed Practical Nurse I	15.49 12072 - Licensed Practical	
Nurse II	17.33 12073 - Licensed Practical Nurse III	
19.32 12100 - Medical Assistant	15.38 12130 - Medical Laboratory	
Technician	17.89 12160 - Medical Record Clerk	
14.69 12190 - Medical Record Technician	15.38 12195 - Medical	
Transcriptionist	15.86 12210 - Nuclear Medicine Technologist	
34.45 12221 - Nursing Assistant I	10.55 12222 - Nursing Assistant II	
11.87 12223 - Nursing Assistant III	12.95 12224 - Nursing Assistant IV	
14.53 12235 - Optical Dispenser	17.57 12236 - Optical Technician	
15.24 12250 - Pharmacy Technician	15.84 12280 - Phlebotomist	
14.53 12305 - Radiologic Technologist	25.46 12311 - Registered Nurse I	
26.32 12312 - Registered Nurse II	29.80 12313 - Registered Nurse II,	
Specialist	29.80 12314 - Registered Nurse III	36.61
12315 - Registered Nurse III, Anesthetist	36.61 12316 - Registered Nurse IV	
43.22 12317 - Scheduler (Drug and Alcohol Testing)	19.28 13000 - Information And	
Arts Occupations 13011 - Exhibits Specialist I	19.01 13012 - Exhibits	
Specialist II	23.54 13013 - Exhibits Specialist III	
28.80 13041 - Illustrator I	20.64 13042 - Illustrator II	
25.57 13043 - Illustrator III	31.27 13047 - Librarian	
31.86 13050 - Library Aide/Clerk	12.37 13054 - Library Information	
Technology Systems	26.99 Administrator 13058 - Library Technician	
16.53 13061 - Media Specialist I	16.17 13062 - Media Specialist II	
18.41 13063 - Media Specialist III	20.54 13071 - Photographer I	

15.54 13072 - Photographer II	17.83 13073 - Photographer III
21.43 13074 - Photographer IV	27.00 13075 - Photographer V
32.66 13110 - Video Teleconference Technician	16.88 14000 - Information
Technology Occupations 14041 - Computer Operator I	16.41 14042 -
Computer Operator II	18.36 14043 - Computer Operator III
20.47 14044 - Computer Operator IV	22.75 14045 - Computer Operator V
25.19 14071 - Computer Programmer I	(see 1) 22.76 14072 - Computer
Programmer II	(see 1) 14073 - Computer Programmer III
(see 1) 14073 - Computer Programmer III	(see 1) 14074 -
Computer Programmer IV	(see 1) 14101 - Computer Systems Analyst I
(see 1) 14102 - Computer Systems Analyst II	(see 1) 14103 - Computer Systems Analyst III
(see 1) 14150 - Peripheral Equipment Operator	16.41 14160 - Personal Computer
Support Technician	22.75 15000 - Instructional Occupations 15010 - Aircrew
Training Devices Instructor (Non-Rated)	31.48 15020 - Aircrew Training Devices Instructor
(Rated)	38.08 15030 - Air Crew Training Devices Instructor (Pilot)
15050 - Computer Based Training Specialist / Instructor	42.90
Technologist	31.48 15060 - Educational
42.90 15080 - Graphic Artist	26.06 15070 - Flight Instructor (Pilot)
21.38 15095 - Technical Instructor/Course Developer	25.96 15090 - Technical Instructor
17.26 15120 - Tutor	26.16 15110 - Test Proctor
Pressing And Related Occupations 16010 - Assembler	17.26 16000 - Laundry, Dry-Cleaning,
Counter Attendant	9.62 16030 -
11.86 16070 - Finisher, Flatwork, Machine	9.62 16040 - Dry Cleaner
9.62 16110 - Presser, Machine, Drycleaning	9.62 16090 - Presser, Hand
Shirts	9.62 16130 - Presser, Machine,
9.62 16190 - Sewing Machine Operator	9.62 16160 - Presser, Machine, Wearing Apparel, Laundry
13.18 16250 - Washer, Machine	12.52 16220 - Tailor
And Repair Occupations 19010 - Machine-Tool Operator (Tool Room)	10.41 19000 - Machine Tool Operation
- Tool And Die Maker	17.51 19040
Occupations 21020 - Forklift Operator	22.29 21000 - Materials Handling And Packing
Coordinator	14.81 21030 - Material
19.02 21050 - Material Handling Laborer	19.02 21040 - Material Expediter
11.60 21080 - Production Line Worker (Food Processing)	12.17 21071 - Order Filler
Packer	14.81 21110 - Shipping
14.81 21140 - Store Worker I	14.81 21130 - Shipping/Receiving Clerk
14.43 21210 - Tools And Parts Attendant	9.45 21150 - Stock Clerk
14.81 23000 - Mechanics And Maintenance And Repair Occupations 23010 - Aerospace Structural	14.81 21410 - Warehouse Specialist
Welder	24.81 23021 - Aircraft Mechanic I
23022 - Aircraft Mechanic II	23.31
26.28 23040 - Aircraft Mechanic Helper	24.81 23023 - Aircraft Mechanic III
18.88 23060 - Aircraft Servicer	15.59 23050 - Aircraft, Painter
20.33 23110 - Appliance Mechanic	18.80 23080 - Aircraft Worker
11.41 23125 - Cable Splicer	18.53 23120 - Bicycle Repairer
17.55 23140 - Carpet Layer	24.61 23130 - Carpenter, Maintenance
19.25 23181 - Electronics Technician Maintenance I	17.33 23160 - Electrician, Maintenance
Technician Maintenance II	21.43 23182 - Electronics
25.75 23260 - Fabric Worker	23.32 23183 - Electronics Technician Maintenance III
Mechanic	17.63 23290 - Fire Alarm System
	18.83 23310 - Fire Extinguisher Repairer

14.71 23311 - Fuel Distribution System Mechanic  
 System Operator  
 16.44 23380 - Ground Support Equipment Mechanic  
 Equipment Servicer  
 20.33 23391 - Gunsmith I  
 17.40 23393 - Gunsmith III  
 Air-Conditioning  
 20.23 23430 - Heavy Equipment Mechanic  
 19.94 23440 - Heavy Equipment Operator  
 18.69 23465 - Laboratory/Shelter Mechanic  
 11.51 23510 - Locksmith  
 Mechanic  
 18.00 23580 - Maintenance Trades Helper  
 Technician I  
 19.89 23593 - Metrology Technician III  
 21.19 23710 - Office Appliance Repairer  
 17.51 23790 - Pipefitter, Maintenance  
 19.23 23820 - Pneudraulic Systems Mechanic  
 19.85 23870 - Scale Mechanic  
 Maintenance  
 15.16 23931 - Telecommunications Mechanic I  
 Telecommunications Mechanic II  
 21.16 23960 - Welder, Combination, Maintenance  
 18.71 23970 - Woodcraft Worker  
 14.71 24000 - Personal Needs Occupations  
 8.81 24580 - Child Care Center Clerk  
 9.40 24620 - Family Readiness And Support Services  
 Homemaker  
 Occupations 25010 - Boiler Tender  
 Operator  
 19.01 25190 - Ventilation Equipment Tender  
 Plant Operator  
 Monitor  
 10.61 27008 - Corrections Officer  
 28.50 27030 - Detection Dog Handler  
 25.15 27070 - Firefighter  
 10.61 27102 - Guard II  
 30.90 27132 - Police Officer II  
 28041 - Carnival Equipment Operator  
 Repairer  
 9.40 28210 - Gate Attendant/Gate Tender  
 13.49 28350 - Park Attendant (Aide)  
 Facility Attendant  
 20.30 28630 - Sports Official  
 19.77 29000 - Stevedoring/Longshoremen Occupational Services  
 22.76 29020 - Hatch Tender  
 22.76 29041 - Stevedore I

20.59 23312 - Fuel Distribution  
 15.49 23370 - General Maintenance Worker  
 23.31 23381 - Ground Support  
 18.80 23382 - Ground Support Equipment Worker  
 14.71 23392 - Gunsmith II  
 19.85 23410 - Heating, Ventilation And  
 19.01 23411 - Heating, Ventilation And Air Contditioning  
 18.20 23460 - Instrument Mechanic  
 18.62 23470 - Laborer  
 16.19 23530 - Machinery Maintenance  
 22.48 23550 - Machinist, Maintenance  
 13.11 23591 - Metrology  
 18.69 23592 - Metrology Technician II  
 21.08 23640 - Millwright  
 17.94 23760 - Painter, Maintenance  
 20.20 23810 - Plumber, Maintenance  
 19.85 23850 - Rigger  
 17.40 23890 - Sheet-Metal Worker,  
 18.24 23910 - Small Engine Mechanic  
 23.92 23932 -  
 25.46 23950 - Telephone Lineman  
 18.69 23965 - Well Driller  
 19.85 23980 - Woodworker  
 24570 - Child Care Attendant  
 15.33 24610 - Chore Aide  
 14.45 24630 - Coordinator  
 17.05 25000 - Plant And System Operations  
 19.01 25040 - Sewage Plant  
 20.16 25070 - Stationary Engineer  
 12.90 25210 - Water Treatment  
 20.16 27000 - Protective Service Occupations  
 27004 - Alarm  
 20.47 27007 - Baggage Inspector  
 25.15 27010 - Court Security Officer  
 18.11 27040 - Detention Officer  
 26.09 27101 - Guard I  
 18.11 27131 - Police Officer I  
 34.34 28000 - Recreation Occupations  
 13.37 28042 - Carnival Equipment  
 14.74 28043 - Carnival Equipment Worker  
 14.63 28310 - Lifeguard  
 16.39 28510 - Recreation Aide/Health  
 11.96 28515 - Recreation Specialist  
 13.04 28690 - Swimming Pool Operator  
 29010 - Blocker And Bracer  
 22.76 29030 - Line Handler  
 20.86 29042 - Stevedore II

24.67 30000 - Technical Occupations 30010 - Air Traffic Control Specialist, Center (HFO) (see 2)  
 37.85 30011 - Air Traffic Control Specialist, Station (HFO) (see 2) 26.10 30012 - Air Traffic  
 Control Specialist, Terminal (HFO) (see 2) 28.74 30021 - Archeological Technician I  
 15.98 30022 - Archeological Technician II 18.25 30023 - Archeological  
 Technician III 24.98 30030 - Cartographic Technician  
 25.86 30040 - Civil Engineering Technician 24.73 30061 - Drafter/CAD  
 Operator I 18.66 30062 - Drafter/CAD Operator II  
 20.89 30063 - Drafter/CAD Operator III 23.28 30064 - Drafter/CAD Operator  
 IV 28.66 30081 - Engineering Technician I 17.93  
 30082 - Engineering Technician II 21.92 30083 - Engineering Technician III  
 24.53 30084 - Engineering Technician IV 27.90 30085 - Engineering  
 Technician V 34.13 30086 - Engineering Technician VI  
 41.29 30090 - Environmental Technician 19.85 30210 - Laboratory  
 Technician 18.62 30240 - Mathematical Technician  
 25.86 30361 - Paralegal/Legal Assistant I 17.91 30362 - Paralegal/Legal  
 Assistant II 22.18 30363 - Paralegal/Legal Assistant III  
 27.14 30364 - Paralegal/Legal Assistant IV 32.83 30390 - Photo-Optics  
 Technician 25.86 30461 - Technical Writer I  
 23.25 30462 - Technical Writer II 28.46 30463 - Technical Writer III  
 31.36 30491 - Unexploded Ordnance (UXO) Technician I 24.06 30492 - Unexploded  
 Ordnance (UXO) Technician II 29.10 30493 - Unexploded Ordnance (UXO)  
 Technician III 34.89 30494 - Unexploded (UXO) Safety Escort  
 24.06 30495 - Unexploded (UXO) Sweep Personnel 24.06 30620 - Weather  
 Observer, Combined Upper Air Or (see 2) 23.28 Surface Programs 30621 - Weather  
 Observer, Senior (see 2) 25.86 31000 - Transportation/Mobile Equipment  
 Operation Occupations 31020 - Bus Aide 9.78 31030 - Bus Driver  
 15.04 31043 - Driver Courier 14.92 31260 - Parking and Lot Attendant  
 9.46 31290 - Shuttle Bus Driver 16.45 31310 - Taxi Driver  
 10.67 31361 - Truckdriver, Light 16.45 31362 - Truckdriver, Medium  
 17.99 31363 - Truckdriver, Heavy 19.54 31364 - Truckdriver, Tractor-  
 Trailer 19.54 99000 - Miscellaneous Occupations 99030 - Cashier  
 9.31 99050 - Desk Clerk 10.67 99095 - Embalmer  
 22.48 99251 - Laboratory Animal Caretaker I 10.75 99252 - Laboratory Animal  
 Caretaker II 11.86 99310 - Mortician 24.52  
 99410 - Pest Controller 14.45 99510 - Photofinishing Worker  
 11.95 99710 - Recycling Laborer 15.31 99711 - Recycling Specialist  
 19.30 99730 - Refuse Collector 13.33 99810 - Sales Clerk  
 12.45 99820 - School Crossing Guard 11.80 99830 - Survey Party Chief  
 18.80 99831 - Surveying Aide 10.24 99832 - Surveying Technician  
 16.78 99840 - Vending Machine Attendant 12.85 99841 - Vending Machine  
 Repairer 16.68 99842 - Vending Machine Repairer Helper  
 12.85

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$4.27 per hour or \$170.80 per week or \$740.13 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 5 years, 4 weeks after 15 years, and 5 weeks after 20 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year, New Year's Day, Martin Luther King Jr's Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4174)

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) COMPUTER EMPLOYEES: Under the SCA at section 8(b), this wage determination does not apply to any employee who individually qualifies as a bona fide executive, administrative, or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals, (29 C.F.R. 541.400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition, because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformances may be necessary for certain nonexempt employees. For example, if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate, then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

Additionally, because job titles vary widely and change quickly in the computer industry, job titles are not determinative of the application of the computer professional exemption. Therefore, the exemption applies only to computer employees who satisfy the compensation requirements and whose primary duty consists of: (1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional specifications; (2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications; (3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or (4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving regrading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**\*\* UNIFORM ALLOWANCE \*\***

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition, April 2006, unless otherwise indicated. Copies of the Directory are available on the Internet. A links to the Directory may be found on the WHD home page at <http://www.dol.gov/esa/whd/> or through the Wage Determinations On-Line (WDOL) Web site at <http://wdol.gov/>.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE  
{Standard Form 1444 (SF 1444)}

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C)(vi)} When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour decision to the contractor.
- 6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.



## SECTION E - SOLICITATION PROVISIONS

### E.1 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:

Technical and past performance, when combined, is: More important than one or the other by itself.  
Service Disabled Veteran Owned Small Business (SDVOSB) and Veteran Owned Small Business (VOSB) holding the Veteran Business Authorized Seal will be given higher preference

(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.

(End of Provision)

### E.2 52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS—COMMERCIAL ITEMS (MAR 2015)

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 product and service codes (PSCs) 1000-9999, except—

- (1) PSC 5510, Lumber and Related Basic Wood Materials;
- (2) Product or Service Group (PSG) 87, Agricultural Supplies;
- (3) PSG 88, Live Animals;
- (4) PSG 89, Subsistence;
- (5) PSC 9410, Crude Grades of Plant Materials;
- (6) PSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) PSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- (8) PSC 9610, Ores;
- (9) PSC 9620, Minerals, Natural and Synthetic; and
- (10) PSC 9630, Additive Metal Materials.

“Place of manufacture” means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

“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:

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(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
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_____	_____
_____	_____
_____	_____

*[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
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_____	_____
_____	_____
_____	_____

*[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

(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)

### **E.3 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.4 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)