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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 36C261

Department of Veterans Affairs

VA Sierra Pacific Network (VISN 21)

VA Palo Alto Health Care System (90/NCA)

3801 Miranda Ave

Palo Alto CA 94304-1207

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

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

[X] 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.

Department of Veterans Affairs

FMS-VA-2(101) Financial Services Center

PO Box 149971

Austin TX 78714-9971

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

AMENDMENT NO	DATE

B.2 PRICE/COST SCHEDULE**ITEM INFORMATION**

ITEM NUMBER	DESCRIPTION OF SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	RECALL CONNECT ADD-ON MODULE IMPLEMENTATION FEES (ONE TIME FEES) NO PHYSICAL EQUIPMENT.	1.00	JB		
0002	ANNUAL LICENSE FEES SUBSCRIPTION INCLUDES: **LICENSE, MAINTENANCE AND PRODUCT UPGRADES FROM CHAMPION MEDICAL TECHNOLOGIES (CMT), UNLIMITED CUSTOMER SUPPORT. REMOTE IMPLEMENTATION & TRAINING: IMPLEMENTATION INCLUDES REMOTE INSTALL AND TRAINING OF UDI TRACKER'S RECALL CONNECT MODULE.	1.00	JB		
				GRAND TOTAL	

Scope of Requirements

BACKGROUND:

Due to FDA requirements, Joint Commission Compliance and VHA requirements, all medical facilities are required to track implantable items/devices (biological and non-biological).

Recall Connect provides real time matches of all implant or tissue recalls of items added into UDI tracker inventory. These matches implant both patients and existing storage locations of the items.

SCOPE:

The implant system must track and effectively manage inventory of all types of implantable items/devices (biological and non-biological), as well as have the full capacity to extend to other tracked items e.g. hearing aids, dental implants, etc. Tracking system shall support oversight of all devices all across the Medical Center.

The tracking system must be BRAND NAME or EQUAL to Champion Healthcare Technologies, UDI TRACKER. System must MEET or EXCEED the following salient characteristics

System will supply access to a web based system to track devices from initiated request/use through to implant/delivery to patient and back (bi-directional) extending to warranty and supplier licensing/certification tracking. All integrated features will have retrievable supporting documentation with established analytics tools that drill by various fields and are exportable in various formats including but not limited to Excel & PDF. System delivery will include all initial hardware (scanner & printer – full service for 20 locations), maintenance, licensing, unlimited storage capacity & information retention for a minimum of 75 years from last date of entry, multi-level training. System installation will be to the most current version available.

Bullet requirements:

1. System will meet or exceed VHA IT Security Requirements including but not limited to an established HL7 interface and financial institution level of encryption. The operating system will be web based thus allowing for access on any computer for retrieval of information provided appropriate log in is accomplished.
2. Vendor must have a Business Associate Agreement (BAA) and meet all HIPPA compliance standards for transmission and storage of all data; security of all information. Highest level of encryption technology, as aforementioned, to protect all data transmission and storage security protocols.
3. Utilize FDA Alerts and Recalls program that will do automatic data dives to extract out information and alert on any item that is recalled, no matter the status e.g. implanted, location, etc. Providing automated targeted emailed notifications sent to multiple recipient's to facilitate the timeliest notification to the Medical Center staff; alerts have to be same, as facility uses this already and does not want to create a duplicate system with differing language or ways to duplicate/confuse and have it done repetitive times over same alert.

4. System recall and Alert program will retrieve all maintained information associated with that individual implant e.g. item, location (implanted/shelf). Email or text notifications must be able to be sent when recalls are matched to inventory or affected patients, so manual data dives are not necessary.
5. System redundancy is required for multiple power grids to assure data base is always available and fully functional.
6. Must offer full initial data front load of all field information; product extraction to be provided by VA. Start-up implementation milestones meet or exceeded within six (6) months of award. License start-up will not be begun until actual system milestone is in place and implanted. Renewal will be one year from the date of actual start usage, which will be mutually agreed upon by vendor and VA.
7. Ongoing vendor data loads will be accomplished within one hour or less of request; consistency of data.
8. Each individual access must have personal log on. The log on must include a trackable (see log in's and levels of access/changes) change management review feature/report. System access shall have a tiered access approach for security and control.
9. Toll Free Hotline service will be available 24/7 for troubleshooting and emergent issues.
10. System must integrate some type of technology that will show ship and receipt, if manufacturer has already established on the GTIN system and be expandable to those joining; facilitate review from ship to receipt view, so validation can be done. This is necessary to assure staff/patient notification is done as timely as possible should a shipment shows delay in transit (leaning forward for supply chain management).
11. All tissue monitoring will include tissue prep instruction provided and updated by the tissue/implant tracking vendor, in addition to recall and transmission tracking.
12. Cath Lab and OR tracking integration will include RFID solution options.
13. System must provide option to track complete warranty notification process for credit/returns for implant/explant and usage warranty.
14. Tracking will be to various categories e.g. consigned, owned, etc.
15. Ability to create a standardized barcode label for all manufacturers that are not currently utilizing GTIN and those that may need scanning capabilities upon receipt.
16. System will have a fully developed and interactive secure analytics suite with multiple levels of reporting including graphs/charts, and all exportable to at a minimum but not limited to Excel & PDF formats or as an image; multiple outputs to facilitate differing report views/variations for varying audiences.

17. System will support barcode scanning capabilities for multiple formats of coding e.g. GTIN and all compliant vendors, as they join the mandated technology compliance. Not looking for a separate barcoding system; reduction in labor burden not increases.
18. System will populate, validate, update and all retain real time, as well as past, including but may not be limited to, FDA, AATB, AOPO, EEBA, and applicable state/federal certifications as required by Joint Commission; support of acceptable business practices with minimum of 10 year history.
19. System must have a currently operational and VA approved integration with Checkpoint® for automatic temperature reporting and updating for all implant products. (temperature monitoring already in place/integration necessary for documentation); LV already has this system and looking to reduce labor burden again for manual tracking.
20. System shall integrate with various RFID electronic supply cabinets.
21. System will have RFID interoperability for integration of RTLS for future expansion of tracking program.
22. Vendor must have active shipment integrations with major tissue suppliers, including but may not be limited to LifeNet, MTF, Allosource and CTS.

23. Personnel:

The Contractor shall be responsible for the administration and management of all aspects of this SOW. This includes responsibility for all Contractor employees, subcontracts, agents, and anyone acting for or on behalf of the Contractor.

The government is authorized to restrict the employment under the contract of any Contractor employee or prospective Contractor employee, who is identified as a potential threat to the health, safety, security, general wellbeing, or operational mission of the installation and its population.

Contractor personnel shall present a neat appearance. Contractor personnel shall be easily recognizable while on the installation in conjunction with this contract. This shall be accomplished through the wear of distinctive clothing, overcoats, rain gear, or hats, bearing the company name or logo. The coloring or design of the items selected should be such that identifies personnel easily and quickly for reasons of safety and personal protection.

Contractor's personnel are required to read, write, speak, and understand the English language, unless otherwise specified in this contract or agreed to by the Government.

All Contractor personnel are required to wear identification (I.D.) badges during the entire time they are on the VA grounds. I.D. badges **shall** have an identification picture, and shall state the name of the individual and the company they represent. The VA will issue an ID badge upon the completed fingerprinting process.

The parties agree that the Contractor's personnel working as a result of this contract shall not be considered VA employees for any purpose and shall be considered employees of the Contractor. The Contractor shall be responsible for providing:

- ☐ Workers Compensation.
- ☐ Professional liability insurance.
- ☐ Health examinations.
- ☐ Income tax withholding, and,
- ☐ Social Security payments.

24. Health Insurance Portability and Accountability Act:

Contractor shall take reasonable measures to ensure patient privacy and confidentiality. The contractor agrees to take all reasonable precautions to safeguard patient information from unauthorized access or modification, in audio, electronic, and hard copy formats.

That the undersigned understands that all parties are bound by the requirements of the "Health Insurance Portability and Accountability Act of 1996" which provide guidance on the protection of patient privacy and confidentiality. This Act mandates that all government agencies, and those bodies with whom they contract, must be in compliance with the directives of the Act.

25. Information and Information Technology Security Requirements:

The contractor and their personnel shall be subject to the same Federal laws, regulations, standards and VA policies as VA personnel, regarding privacy and security information. Information made available to the contractor or subcontractor by VA for the performance or administration of this contract or information developed by the contractor/subcontractor in performance or administration of the contract shall be used only for those purposes and shall not be used in any other way without the prior written agreement of the VA. This clause expressly limits the contractor/subcontractor's rights to use data as described in Rights in Data – General, FAR 52.227-14(d) (1).

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

The contractor/subcontractor shall not release VA records protected by Title 38 U.S.C. 5705, confidentiality of medical quality assurance records and/or Title 38 U.S.C. 7332, confidentiality of certain health records pertaining to drug addiction, sickle cell anemia, alcoholism or alcohol abuse, or infection with human immunodeficiency virus. If the contractor/subcontractor is in receipt of a court order or other requests for the above-mentioned information, that contractor/ subcontractor shall immediately refer such court orders or other requests to the VASNHS Release of Information office for response. The C&A requirements do not apply, and that a Security Accreditation Package is not required.

Ensure that a Contractor Security Control Assessment (CSCA) is completed within 30 days of contract approval and yearly on the renewal date of the contract.

Ensure that the CSCA is sent to the ISO and the OCS Certification Program Office for review to ensure that appropriate security controls are being implemented in service contracts. Ensure a copy of the CSCA is maintained in the Security Management and Reporting Tool (SMART) database. COR will provide a copy of the completed CSCA to ISO for uploading into SMART database.

26. Liquidated Damages for Data Breach:

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

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

confidentiality or integrity of the data. Contractor shall fully cooperate with the entity performing the risk analysis. Failure to cooperate may be deemed a material breach and grounds for contract termination.

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

☐ Nature of the event (loss, theft, unauthorized access); Description of the event, including date of occurrence and data elements involved, including any PII, such as full name, social security number, date of birth, home address, account number, disability code.

☐ Number of individuals affected or potentially affected; Names of individuals or groups affected or potentially affected.

☐ Ease of logical data access to the lost, stolen or improperly accessed data in light of the degree of protection for the data, e.g., unencrypted, plain text.

☐ Amount of time the data has been out of VA control.

☐ The likelihood that the sensitive personal information will or has been compromised (made accessible to and usable by unauthorized persons).

☐ Known misuses of data containing sensitive personal information, if any.

☐ Assessment of the potential harm to the affected individuals.

☐ Data breach analysis as outlined in 6500.2 Handbook, *Management of Security and Privacy Incidents*, as appropriate; and whether credit protection services may assist record subjects in avoiding or mitigating the results of identity theft based on the sensitive personal information that may have been compromised.

Based on the determinations of the independent risk analysis, the contractor shall be responsible for paying to the VA liquidated damages per affected individual to cover the cost of providing credit protection services to affected individuals consisting of the following: Notification, one year of credit monitoring services consisting of automatic daily monitoring of at least 3 relevant credit bureau reports, data breach analysis, fraud resolution services, including writing dispute letters, initiating fraud alerts and credit freezes, to assist affected individuals to bring matters to resolution, one year of identity theft insurance with \$20,000.00 coverage at \$0 deductible; and necessary legal expenses the subjects may incur to repair falsified or damaged credit records, histories, or financial affairs.

27. Training:

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

☐ Sign and acknowledge (either manually or electronically) understanding of and responsibilities for compliance with the *Contractor Rules of Behavior*, Appendix E relating to access to VA information and information systems;

☐ Successfully complete the *VA Privacy and Information Security and Rules of Behavior* training and annually complete required security training;

☐ Successfully complete the appropriate VA privacy training and annually complete required privacy training; and

☐ Successfully complete any additional cyber security or privacy training, as required for VA personnel with equivalent information system access.

The contractor shall provide to the contracting officer and/or the COR a copy of the training certificates and certification of signing the Contractor Rules of Behavior for each applicable employee within 1 week of the initiation of the contract and annually thereafter, as required. Failure to complete the mandatory annual training and sign the Rules of Behavior annually, within the timeframe required, is grounds for suspension or termination of all physical or electronic access privileges and removal from work on the contract until such time as the training and documents are complete.

28. **CONTRACTOR PERSONNEL SECURITY REQUIREMENTS:**

The Office of Security and Law Enforcement provides Department-wide policy on the assignment of appropriate position sensitivity designations associated with VA positions involving national security and public trust responsibilities, and on the level of background investigations required for applicants for, and incumbents of, those positions. In addition to VA employees, the policy and investigative requirements are applicable to contractor personnel who require access to VA information designated as sensitive.

Contractor personnel shall maintain U.S. citizenship; the Contractor shall be responsible for compliance. Regardless of U.S. citizenship requirements, Contractor personnel are required to read, write, speak, and understand the English language, unless otherwise specified in this contract or agreed to by the Government.

All Contractors, subcontractors, and third-party servicers and associates working with VA information are subject to the same investigative requirements as those of VA appointees or employees who have access to the same types of information. The level and process of background security investigations is in accordance with VA Directive and Handbook 0710, *Personal Suitability and Security Program*. The cost for such investigations shall be borne by the Contractor, either in advance or as reimbursement to the Government. The level of sensitivity shall be determined by the Government based on the type of access required. The level of sensitivity will determine the depth of the investigation and the cost thereof. At this time, the current estimated cost for such investigations is as follows:

LEVEL OF SENSITIVITY	BACKGROUND INVESTIGATION LEVEL	APPROXIMATE COST
Low Risk	National Agency Check with Written Inquiries	\$ 200.00
Moderate Risk	Minimum Background Investigation	\$ 795.00
High Risk	Background Investigation	\$2,765.00

The Contractor shall be required to furnish all applicable employee information required to conduct the investigation, such as, but not limited to, the name, address, and social security number of Contractor personnel. The VA will provide all the necessary instructions and guidance for submission of the documents required to conduct the background investigation. Health and Human Service/ Office of Inspector General (HHS/OIG) to ensure that the individuals providing services under the contract have not engaged in fraud or abuse regarding Sections 1128 and 1128A of the Social Security Act regarding federal health care programs, the contractor is required to check the HHS/OIG list of excluded individuals/entities on the OIG Website (www.hhs.gov/oig) for each person providing services under this contract. Further, the contractor is required to certify in its proposal that all persons listed in the contractor's proposal have been compared against the OIG list and

are not listed. During the performance of this contract, the Contractor is prohibited from using any individual or business listed on the List of Excluded Individual/Entities.

All Contractor employees shall be the subject of a background investigation and must receive a favorable adjudication from the VA Office of Security and Law Enforcement prior to contract performance. This requirement is applicable to all subcontractor personnel requiring the same access. If the investigation is not completed prior to the start date of the contract, the Contractor shall be responsible for the actions of those individuals they provide to perform work for VA. The contract physicians, Physician Assistants, Nurses, and Administrative Personnel who requires access to the Department of Veterans Affairs information must complete the background investigations in order to work on the contract.

Position Sensitivity - The position sensitivity has been designated as a low risk.

Background Investigation - The level of background investigation commensurate with the required level of access is Background Investigation.

Contractor Responsibilities- All costs associated with obtaining clearances for Contractor provided personnel would be the responsibility of the Contractor. Further, the Contractor will be responsible for the actions of all individuals provided to work for the VA under this contract. In the event that damages arise from work performed by Contractor provided personnel, under the auspices of this contract, the Contractor will be responsible for all resources necessary to remedy the incident. The Contractor shall prescreen personnel to ensure they are able to read, write, speak, and understand the English language. The Contractor shall submit or have their employees submit the following required forms to the VA Office of Security and Law Enforcement within 30 days of receipt:

FD 258, U.S. Department of Justice Fingerprint Applicant Chart VA Form 0710, Authority for Release of Information Form

The Contractor, when notified of an unfavorable determination by the Government, shall withdraw the employee from consideration from working under the contract. Failure to comply with the Contractor personnel security requirements may result in termination of the contract for default.

Government Responsibilities - The VA Office of Security and Law Enforcement will provide the necessary forms to the Contractor or to the Contractor's employees after receiving a list of names and addresses. Upon receipt, the VA Office of Security and Law Enforcement will review the completed forms for accuracy and forward the forms to Office of Personnel Management (OPM) to conduct the background investigation. The VA Office of Security and Law Enforcement shall notify the contracting officer and Contractor adjudicating the results of the background investigations received from OPM. Upon being notified about a favorable determination, the Contracting Officer may issue a notice to proceed to the Contractor.

29. Majority of initial implementation work is forecasted to be performed during normal business hours Monday-Friday, 7:30AM-4PM. However, due to the fact that the Medical Center is open and utilized for patient care it may need to extend to weekend/evening work to facilitate continued patient care.

30. There are 10 Holidays observed by the Federal Government: New Years Day, Presidents Day, Martin Luther King Day, Memorial Day, Fourth of July, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, Christmas Day, or any other day specifically declared by the President of the United States to be a national holiday

B.3 DELIVERY SCHEDULE

ITEM NUMBER	QUANTITY	DELIVERY DATE
0001	1.00	
0002	1.00	

B.4 LIMITATIONS ON SUBCONTRACTING-- MONITORING AND COMPLIANCE (JUN 2011)

This solicitation includes FAR 52.219-6 Notice of Total Small Business Set-Aside - Alternate I. 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.

SECTION C - CONTRACT CLAUSES

C.1 52.211-6 BRAND NAME OR EQUAL (AUG 1999)

(a) If an item in this solicitation is identified as "brand name or equal," the purchase description reflects the characteristics and level of quality that will satisfy the Government's needs. The salient physical, functional, or performance characteristics that "equal" products must meet are specified in the solicitation.

(b) To be considered for award, offers of "equal" products, including "equal" products of the brand name manufacturer, must—

(1) Meet the salient physical, functional, or performance characteristic specified in this solicitation;

(2) Clearly identify the item by—

(i) Brand name, if any; and

(ii) Make or model number;

(3) Include descriptive literature such as illustrations, drawings, or a clear reference to previously furnished descriptive data or information available to the Contracting Officer; and

(4) Clearly describe any modifications the offeror plans to make in a product to make it conform to the solicitation requirements. Mark any descriptive material to clearly show the modifications.

(c) The Contracting Officer will evaluate "equal" products on the basis of information furnished by the offeror or identified in the offer and reasonably available to the Contracting Officer. The Contracting Officer is not responsible for locating or obtaining any information not identified in the offer.

(d) Unless the offeror clearly indicates in its offer that the product being offered is an "equal" product, the offeror shall provide the brand name product referenced in the solicitation.

(End of Provision)

C.2 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS—COMMERCIAL ITEMS (JUN 2016)

(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 (NOV 2015).

(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 (OCT 2015) (41 U.S.C. 3509).

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

☐ (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (OCT 2015) (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. (OCT 2015) (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 2015) (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 2015) 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, or Sole Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (DEC 2015) (15 U.S.C. 637(m)).
- ☐ (24) 52.219-30, Notice of Set-Aside for, or Sole Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (DEC 2015) (15 U.S.C. 637(m)).
- ☒ (25) 52.222-3, Convict Labor (June 2003) (E.O. 11755).
- ☒ (26) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (FEB 2016) (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 (OCT 2015) (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 (FEB 2016) (38 U.S.C. 4212).
- ☐ (32) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496).
- ☒ (33)(i) 52.222-50, Combating Trafficking in Persons (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 (OCT 2015). (E. O. 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)

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

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

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

☐ (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.)

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

☐ (ii) Alternate I (OCT 2015) of 52.223-13.

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

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

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

☐ (41)(i) 52.223-16, Acquisition of EPEAT®-Registered Personal Computer Products (OCT 2015) (E.O.s 13423 and 13514).

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

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

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

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

☐ (45) 52.225-1, Buy American—Supplies (MAY 2014) (41 U.S.C. chapter 83).

☐ (46)(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.

☐ (47) 52.225-5, Trade Agreements (FEB 2016) (19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).

☒ (48) 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).

☐ (49) 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).

☐ (50) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

☐ (51) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

☐ (52) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

☐ (53) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

☐ (54) 52.232-33, Payment by Electronic Funds Transfer—System for Award Management (Jul 2013) (31 U.S.C. 3332).

☒ (55) 52.232-34, Payment by Electronic Funds Transfer—Other than System for Award Management (Jul 2013) (31 U.S.C. 3332).

☒ (56) 52.232-36, Payment by Third Party (MAY 2014) (31 U.S.C. 3332).

☐ (57) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

☐ (58)(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 2015).

☐ (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 (OCT 2015) (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 \$700,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(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 (OCT 2015) (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 (FEB 2016) (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 (OCT 2015) (E. O. 12989).
 - (xv) 52.222-55, Minimum Wages Under Executive Order 13658 (DEC 2015).
 - (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)