

<b>SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, &amp; 30</b>				1. REQUISITION NO. None	PAGE 1 OF 96
2. CONTRACT NO.	3. AWARD/EFFECTIVE DATE	4. ORDER NO.	5. SOLICITATION NUMBER VA247-17-R-0167	6. SOLICITATION ISSUE DATE 03-10-2017	
7. FOR SOLICITATION INFORMATION CALL:	a. NAME Kevin Warren	b. TELEPHONE NO. (No Collect Calls) 706-766-0188 Ext 1128	8. OFFER DUE DATE/LOCAL TIME 03-31-2017 1500 EST		
9. ISSUED BY Department of Veterans Affairs VISN 7 Network Contracting Activity 501 Greene Street Hatcher Building - Suite 2 Augusta GA 30901		CODE	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: 621610 SIZE STANDARD: \$15 Million	
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE	12. DISCOUNT TERMS Net 30	13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) <input type="checkbox"/>		13b. RATING N/A	
14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input checked="" type="checkbox"/> RFP		15. DELIVER TO Department of Veterans Affairs VISN 7 Network Contracting Activity 501 Greene Street Augusta GA 30901			
16. ADMINISTERED BY Department of Veterans Affairs VISN 7 Network Contracting Activity 501 Greene Street Hatcher Building - Suite 2 Augusta GA 30901		17a. CONTRACTOR/OFFEROR CODE FACILITY CODE			
18a. PAYMENT WILL BE MADE BY Billed IAW Statement of Work to COR		18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM			
17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER <input type="checkbox"/>		19. ITEM NO.			
20. SCHEDULE OF SUPPLIES/SERVICES		21. QUANTITY		22. UNIT	
23. UNIT PRICE		24. AMOUNT			
Services Non Personal: The purpose of this contract is to provide Home Medical Equipment Services to VISN 7 in accordance with the Statement of Work.  The period of performance for this effort is May 1, 2017 through 30 April 2018 with four optional years of performance.  This Acquisition is 100% set aside for Small Disabled Veteran Owned Businesses.  Direct all questions to Kevin.Warren2@va.gov not later than 14 calendar days prior to closing of this solicitation.  Firm Fixed Price Indefinite Delivery Indefinite Quantity  (Use Reverse and/or Attach Additional Sheets as Necessary)					
25. ACCOUNTING AND APPROPRIATION DATA		26. TOTAL AWARD AMOUNT (For Govt. Use Only) \$0.00			
<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 checked="" type="checkbox"/> ARE <input 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			
<input checked="" type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 002 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:			
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) R. Anthony Stephens Contracting Officer		31c. DATE SIGNED	

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## A.2 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 36C247 Robert Stephens

Department of Veterans Affairs

VISN 7 Network Contracting Activity

501 Greene Street

Hatcher Building - Suite 2

Augusta GA 30901

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  Payment issued via Government Credit Card

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.

Billed IAW Statement of Work to COR

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

AMENDMENT NO	DATE

### **A.3 LIMITATIONS ON SUBCONTRACTING-- MONITORING AND COMPLIANCE (JUN 2011)**

This solicitation includes VAAR 852.219-10 VA Notice of Total Service- Disabled Veteran-Owned Small Business Set-Aside. 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.

#### **Statement of Work (SOW)**

#### **Home Medical Equipment VISN 7**

##### **A. GENERAL REQUIRMENTS**

Home Medical Equipment (HME) – The purpose of this requirement is to provide VA prescribed government-owned HME to patients of the Department of Veterans Affairs at their residences. The contractor shall furnish all necessary labor, materials, tools, supervision, training, and equipment to assemble, deliver, pick-up, clean, repair, and store HME equipment to include patient education.

**Award of Contract:** Contractor(s) shall provide storage, tools, materials, training, delivery, set-up, minor repair, in-house instruction, and/or pick-up of government-owned items and equipment for beneficiaries of the VISN 07 geographic area. The geographic area is comprised of, but not limited to, the following: Atlanta VAMC, 1670 Clairmont Road, Decatur, GA 30033, Augusta VAMC, 1 Freedom Way Uptown, Augusta, GA 30904, Birmingham VAMC, 700 South 19<sup>th</sup> Street, Birmingham, AL 35233, CAVHCS, 215 Perry Hill Rd, Montgomery, AL 36109, Charleston VAMC, 109 Bee Street, Charleston, SC 29401, Columbia VAMC, 6439 Garners Ferry Rd, Columbia, SC 29209, Dublin VAMC, 1826 Veterans Blvd, Dublin, GA 31021, Tuscaloosa VAMC, 3701 Loop Rd. East, Tuscaloosa, AL 35404. The contract will result in a

Firm-Fixed-Price Indefinite Delivery contract for a period of one year with four additional one-year performance periods (exercised at the discretion of the government). The contractor shall maintain accreditation throughout the term of this contract.

1. From time-to-time, the number of veterans being served by this agreement will change. VISN 07 currently serves estimated 8,877 HME-using patients. The volumes or amounts shown in the solicitation are estimates only and impose no obligation on the VA either minimum or maximum. The contract shall be for the actual requirements of the VA as ordered by the VA during the life of the contract. The Contracting Officers Representative (COR) or designee will provide the contractor with notification to initiate individual beneficiary service requirements, equipment, supplies, and services to be provided including date and place of delivery, the contractor will confirm receipt of the request **within two working hours** of notification; the COR or designee will also provide notification when VA-owned equipment is provided; the COR or designee will also provide notification of VA initiated discontinuance of service. The notification may be made orally.
2. All services provided under this contract shall be provided in accordance with all current JOINT COMMISSION standards with compliance to all current National Patient Safety Goals. Contractor **NEEDS TO MEET JOINT COMMISSION STANDARDS IN HOME MEDICAL EQUIPMENT AT TIME OF SOLICITATION CLOSING DATE** and must perform the requirements of this contract according to JOINT COMMISSION standards throughout the life of the contract. Subcontractors must follow JOINT COMMISSION standards and will be monitored by the contractor for compliance. COR or designee will be notified if subcontractor is utilized.
3. The contractor shall treat all veterans with compassion, dignity and respect while adhering to patient confidentiality in the performance of this contract that is consistent with the VA Mission Statement. It is of the utmost importance that the highest level of professionalism be demonstrated when veteran/caregiver contact is made. Veterans served by this contract have significant physical disabilities and/or chronic illnesses, which influence their lifestyle and behavior. The service by the contractor must clearly show a commitment to courtesy and concern to the veteran by all personnel concerned in the furnishing of services as specified under the terms of this contract.
4. The contractor's comprehensive procedure manual shall become part of this contract. The manual shall include but not limited to delivery/set up, infection control, Material Safety Data Sheets, safety, rights and responsibilities, inventory, employee training and competency records, performance improvement, etc. The contractor shall be required to have a DO NOT RESUCITATE (DNR) policy in

accordance with State Regulations. A copy of the DNR policy shall also become part of this contract.

5. The contractor and their representatives shall neither directly nor indirectly make recommendations/comments to patients with respect to the services being provided to the VA under this contract. The contractor shall refrain from discussing decisions to repair/replace items of equipment or any services not specifically delineated in this contract to patients. Any concerns raised by the patient/caregiver outside the scope of this contract regarding services provided shall be addressed to the appropriate Prosthetics COR or designee for resolution.
6. Before entering a patient's home, the contractor's representative(s) shall present a picture identification card/badge to the patient/primary caregiver and verbally identify themselves. The contractor's representative(s) shall ask permission to enter the home. All costs associated with obtaining cards/badges are the contractor's responsibility.
7. Only the Contracting Officer (CO) and the COR or designee has authority to initiate or discontinue individual patient services under this contract. Upon notice of termination of services, the contractor shall remove all equipment from the veteran's home as stated in the specifications. All billings shall cease at the time the order was sent and shall be prorated for the period of time actually used.
8. Periodic, unscheduled on-site contractor visits will be made by COR or designee to monitor the contractor's performance under this contract, no less than one per quarter. The contractor shall agree to make available all records and documentation necessary during the visits. The COR or designee will perform (2) unannounced contractor visits each calendar year to inspect the contractor's facility and review records to ascertain the contractor's compliance with the performance requirements of this contract. A written report of each inspection shall be submitted to the contractor within (7) seven working days of the completed inspection. The contractor will have (7) seven working days after the receipt of the VA report to respond to any discrepancies in the report.
9. VISN 07 hours of operation at all facilities are 8:00 a.m. to 4:30 p.m.
10. Hours of Service: This is a full service contract, seven (7) days per week, 24 hours per day, including Federal holidays. The majority of the requests for service shall be between the hours of 8:00 a.m. until 4:30 p.m., Monday through Friday. The contractor shall provide the VISN 07 VA Medical Center with a method of contacting him/her 24 hours per day. Contractor shall make arrangements with individual veterans regarding time and place of delivery that are acceptable to the veteran. An adhesive label (furnished by the VA Prosthetic and Sensory Aids

Service) with the VA Prosthetic and Sensory Aids Service name and telephone number will be placed on the equipment in an obvious location so that the patient and/or caregiver will know where to call to report malfunctions.

11. The contractor shall accept fax orders and shall have a fax line independent from his regular established telephone lines. The facility shall include telephone, encrypted email, and electronic fax transmission. The fax and phone lines shall be located at the local branch. Central intake facilities utilized for receiving/processing orders are not authorized.
12. The contractor will utilize PKI encryption technology when emailing patient sensitive information to and from the VA.

**B. DELIVERY, SET-UP, AND PATIENT EDUCATION**

1. The Contractor agrees to deliver, setup, assemble, adjust, and instruct the patients and/or caregivers in the use and care of the equipment. Wheelchair comfort fittings/adjustments require the patient to be in the wheelchair. The Contractor will provide instructions to the patient and/or caregiver in the safe and appropriate use of the medical equipment being supplied, including basic home safety, storage and handling of the involved equipment, required maintenance, electrical safety, etc. Instructions as to whom to call in the event of an emergency will also be provided. The Contractor shall provide a safety/emergency checklist to be completed, then signed by the veteran or his/her caregiver and retained in the beneficiary account folder. Deliveries will not be left unattended at the beneficiary's home.
2. The Contractor shall maintain a telephone number for emergency purposes so that the VA may contact the Contractor outside of normal business hours, advise the VA of that number, and be prepared to provide services on an emergency basis. Contractor shall respond by telephone within two (2) hours after receipt of an emergency call. It is anticipated that these emergency calls would be very infrequent.
3. Contractor will provide copies of the pertinent literature concerning those items with significant safety hazards, such as suction machines, etc. A copy of the owner's manual will be provided to the veteran/caregiver for all delivered equipment. Instruction to the patient/caregiver will include a demonstration of correct use and observing a return demonstration by the patient/caregiver. Documentation of this instruction/demonstration will be available to PSAS upon request and must be signed by the patient or caregiver acknowledging that he/she has received this instruction/demonstration.



4. Contractor will contact patient to arrange for delivery of equipment. Service shall consist of either taking the item from the Contractor's storage facility and delivering it to the beneficiary or picking up the item at the VAMC or CBOC with subsequent delivery to the beneficiary's home. Delivery/pickup will be accomplished within two (2) workdays of the PO (except for emergency situations when time of delivery shall not exceed 4 hours). The contractor may need to pick up items from the VA to be delivered to veterans residence. There will be no additional charge for picking up items from the VA. Delivered items may include stock items or patient specific HME items that may require assembly. **The contractor will make one delivery per week from the warehouse to the VA at no charge to the VA (delivery day to be determined by the COR or designee and may fluctuate).**
5. If concerns or questions of the patient's/caregiver's ability to safely operate the equipment arise within 90 days of delivery; re-education will be done at no cost to the VA **within three business days.** Re-education may, in most cases, require a return visit to the Veteran's residence.
6. Contractor is responsible to provide the patient/caregiver with the document "*Rights and Responsibilities*" and a signed receipt from the patient/caregiver indicating that he/she has received the document.
7. If the contractor is unable to contact the patient/caregiver due to an invalid phone number, the contractor personnel should contact the appropriate COR or designee for further instructions within 24 hours. If direct contact has not been made with patient within two (2) business days, the contractor will send a letter to the patient. If no contact has been made with the patient within **three (3) business days, the contractor will notify the COR or designee for further instructions.**
8. The contractor shall be responsible for contacting the veteran to schedule a time that is convenient for the veteran/caregiver to accomplish required service. Should the contractor be unable to keep scheduled appointments for service, the patient shall be advised at least two (2) hours prior to the appointment time. If arrangements for deliveries could not be accomplished with the two (2) working day time frame, other than at the patient's request, the COR or designee shall be notified in writing via email or fax.
9. Refusal of service - All beneficiaries have the right of refusal of service. In the event a beneficiary refuses service or orders the equipment to be removed from the home, the Contractor shall comply with the beneficiary's wishes, however in addition to a written report; the Contractor shall report the specifics of the refusal to the COR or designee by telephone or email within same day. If the refusal

occurs during a home visit, the Contractor's staff shall make an attempt to notify the COR or designee of the refusal during the home visit.

10. All reissued HME equipment delivered shall be cleaned/sanitized/disinfected by approved methods and shall be in first-class operating condition in accordance with the manufacturer's recommendations. In the event that a piece of unserviceable HME equipment is delivered or the delivery is incomplete as determined by the COR or designee, (i.e., all components not delivered) subsequent trips shall be made without additional cost to the government. Subsequent trips must be made within 1 day of the COR or designee's incomplete determination. In **all cases** when a bed is to be reissued, a new mattress and mattress cover will be provided to the contractor by the VA Medical Center except Group 2 & 3 specialty mattresses. The Contractor shall not re-issue or distribute used mattress covers to veteran beneficiaries.
11. **Natural Disaster Emergency.** The contractor will provide point of contact information to the patient or caregiver and instructions on actions to take to receive service during an emergency or natural disaster. An Emergency Preparedness Plan must be written and updated as required, to include the actions to take place in the event of any disaster.

**C. DELIVERY, SET-UP, AND PATIENT EDUCATION OF HIGH END AND SPECIALTY EQUIPMENT**

1. At each location, the contractor shall have a Certified-Rehab Technician available for Rehab Technician services and may include special seating requirements at time of award and throughout the period of performance.
2. On occasion, special seat fittings and assembly of equipment for patient specific applications will be performed by contractor.
3. Contractor will provide VA with documentation of Rehab Technician services that will include a picture and fitting report in addition to the normal documentation as indicated in section B of this document. Clinical documentation from VA will be available upon request.
4. The purchase order will specify when Rehab Technician services are required.

**D. GEOGRAPHICAL SERVICE AREA**

1. For all one-way trips ordered under this solicitation, the Contractor shall receive the base rate quoted above. The base rate shall constitute full compensation for one-way trips, no mileage or radius will be used.
2. Deliveries and/or pick-ups will be billed at the price quoted in Schedule of the Solicitation. When more than one delivery or pickup is made on the same trip to different destinations, the appropriate delivery charge for each destination will be charged. If more than one item is delivered to a prescribed destination on the same trip, only one charge will be made.
3. Trips for repair estimates will be made at no charge to the VA.

**E. PROCEDURES FOR PLACING ORDERS AND RESPONSE TIME HOME MEDICAL EQUIPMENT**

1. Government owned HME equipment includes but is not limited to:
  - a) Any type/size hospital bed (electric or manual); mattress; rails and all accessories
  - b) Trapeze assemblies
  - c) Patient lift
  - d) Wheelchairs (manual, electric, and specialty seating)
  - e) Bathroom safety equipment (To include grab bar installation)
  - f) Over bed tables
  - g) Various types of pumps (IV, feeding, etc.)
  - h) Scooters
  - i) Various walking aids
2. PSAS will submit all requests for the delivery and/or pickup of government-owned HME via encrypted email or fax for the delivery of HME from the contractor. The contractor will email or fax a confirmation receipt of the request for all orders placed within two (2) working hours to ensure prompt service is delivered. Delivery of new/reissued, or pickups of HME, shall be made within two (2) working days or less. In special cases, deliveries of new/reclaimed, or pickup of home medical equipment, shall be required within four (4) hours. Every effort shall be made to confine deliveries and pickups to normal business hours. However, PSAS may place an order for immediate service; therefore, the contractor may be called on to make deliveries at any time, twenty-four (24) hours a day, seven days a week, including Federal Holidays.
3. Contractor shall deliver and set up new and reissued HME equipment and accessories within the patient's residence in accordance with requirements of this contract. Contractor will also provide and document patient education on use of

the HME equipment and a signed receipt from the patient/caregiver indicating that he/she has received the education.

4. All patient eligibility shall be determined by the referring VA medical facility and referrals shall be generated and authorized by the individual VA Medical Facility.
5. All home medical equipment services/deliveries/repairs/pickups shall be provided under the specific orders of the purchase order.
6. Service shall be authorized by the VA when it has been determined to be in the best interest of the Government. The COR or designee shall initiate trips for pickup and delivery by the contractor. While it shall be the policy of the VA to allow the contractor to plan trips and consolidate deliveries and pickups, the VA reserves the right to direct the contractor in scheduling trips and consolidating deliveries and pickups. It is understood some of these orders may be emergencies (special) requiring same day or one day delivery/pick up.
7. Delivery information: The Contractor will be responsible for verifying the address of the veteran and insuring that he is home when the delivery is scheduled. The VA assumes no liability for additional trips required if the veteran is not at home when deliveries are attempted.
8. Proof of Delivery: Contractor will be required to provide proof of delivery on all direct deliveries. Acceptable proof of delivery will be the certification of documents/receipts signed by the beneficiary/caregiver.

F. **SET-UP, PICK-UP, MODIFICATIONS, AND PATIENT EDUCATION**

1. Contractor shall provide and document appropriate orientation programs for all contractor employees involved in the delivery/recovery of HME, e.g., safety and equipment management appropriate to the service provided, electrical requirements, back-up system, equipment safety checks, troubleshooting, equipment setup, infection control procedures, patient confidentiality, handling emergencies, etc. In addition, contractor shall perform in home training and assessments for veteran beneficiary and/or caregiver and a signed receipt from the patient/caregiver indicating that he/she has received the training and assessments, in accordance with Joint Commission regulations.
  - a) The Contractor shall have established written procedures to deliver, recover, receive, clean and when appropriate, sterilize reusable items. Such procedures shall address the separation of clean and unclean equipment in the storage, delivery and recovery of HME items. All equipment shall be labeled or tagged and dated to document such procedures, per Joint Commission standards.

- b) Contract prices for each item includes delivery, set-ups, modifications and patient education to the veteran and/or caregiver in the use and care of the equipment. At the time of delivery a ground safety check will be performed on all outlets being utilized for HME equipment. This safety check will be documented on the VA's Equipment Delivery Checklist for VA owned HME equipment. All equipment shall be set-up in the area of the patient's preference, if safety permits.
  - c) Contractor shall relay to the patient on behalf of the VA that any identified ungrounded/unsafe outlets are the responsibility of the patient to correct. The VA shall not be responsible or liable for any unsafe electrical condition caused by the contractor or veteran. Contractor shall be responsible for identifying safety hazards and clearly documenting them on the patient education training form.
  - d) Set-up, Assembly, Adjustment, and Instructions. The Contractor shall setup, assemble, adjust, and instruct the patient and/or caregiver in the proper use and care of the equipment. Contractor shall provide instructions to the patient and/or caregiver in the safe and appropriate use of medical equipment being supplied, including basic home safety inspection of the premises. Contractor will also inform patient of rules of ownership for HME.
  - e) The equipment shall be setup in the area of the patient's preference, if safety permits. Contractor shall adequately prepare the site in the patient's home, and shall unpack and assemble equipment, in a condition to be used. All packing materials are to be removed by the Contractor from the beneficiary's home at no additional cost to the Government. In the event that the contractor causes any damage to the patient's residence, landscape, home medical equipment, or any other property during the performance of any duties related to this contract, the contractor shall be held liable for repair or replacement and these disputes will be handled between the patient and the contractor. The COR or designee shall be notified of any such incident immediately, in writing.
2. The contractor's personnel setting up and assembling any equipment shall; Make adequate site preparation of the home equipment:
- a) Unpack and assemble equipment in a condition to be used to include removal of all packaging material from patient's residence;
  - b) Instruct the patient and/or caregiver in the correct use, care/handling, cleaning and maintenance of equipment, including a demonstration of correct use and observing a return demonstration by the patient and/or caregiver;

- c) Instruct patient on basic home safety, electric/fire safety, storage, and where to call in case of an emergency;
- d) Infection control and precautions;
- e) Patient's rights and responsibilities;
- f) Emergency preparedness.

Signed documents/receipts from the patient/caregiver will be obtained by the contractor, from the above requirements, as proof of record and these records shall be made available to VA upon request. These documents will be stored in a secure area, inside a secure location, in accordance with Joint Commission standards.

3. The Contractor shall install equipment as instructed by the COR or designee. Permanent installation to walls, ceiling, floors, etc. is specifically excluded from this contract. Contractor's staff shall be alert to structural or environmental problems, which make delivery/set-up unsafe. Contractor shall provide written documentation and acknowledgement by patient of any unsafe condition, which cannot be corrected.
4. A label with the contractor's name and emergency telephone number where they can be reached 24 hours/day will be affixed to all contractor provided equipment as well as the contact information for the Prosthetic Service where that patient/caregiver receives his/her primary medical care. Contractor personnel shall assure rental equipment is visibly labeled with contractor's name and toll-free telephone number for patient and/or caregiver's information due to emergency malfunctions and repairs. Patients shall also be provided with written information about when and how they can contact the VA/Contractor for equipment maintenance, and/or repairs.
  - a) The contractor shall include the following VA documents with their information packet when delivering equipment to all patients served under this contract:
    - b) Prosthetics HME patient's right and responsibilities.
    - c) PSAS disaster plan for home medical equipment patients.
    - d) Miscellaneous Patient Education Materials

5. The contractor must provide patient education instructions to the veteran and/or caregiver, in accordance with all JOINT COMMISSION standards, in the proper use/function, safety, maintenance, cleaning and infection control of the furnished item(s). Instructions provided will be both verbal and in writing. The contractor will specifically document the patient education with signed receipts from the veteran/caregiver as proof of record that this documentation/education was received. Education shall be conducted by qualified personnel experienced and familiar with the item(s) specified under this solicitation.

**G. EQUIPMENT REPAIRS**

1. VA primarily uses independent sources to furnish replacement parts and obtain services for major repairs or to refurbish any item. VA reserves the right to furnish replacement parts or obtain services to repair or refurbish any government owned item from the contractor at the request of the COR or designee.
2. If an item is found to be in need of repair, the contractor shall perform minor repairs. Minor repairs – Will be completed within three (3) business days at no expense to the VA. Examples: Tighten wheels and casters on wheelchairs, check for loose wiring on motorized wheelchairs and electric beds, minor spot painting of small areas of chipped paint or rust spots on recovered items to be placed in storage. There will be no charge for labor for easily replaced items, including, but not limited to, batteries, arm rests, leg rests, and headrests. After cleaning and sanitizing, the equipment shall be lubricated with an appropriate grease, oil, and /or silicone spray. Any rust spots shall be wire brushed prior to spot painting.
3. If an item needs repair that will require any replacement parts or labor time exceeding 15 minutes, the contractor shall notify the COR or designee in writing via email. If the COR or designee elects to utilize the repair service of this contractor, then a written authorization will be issued for each repair authorized. When the COR or designee determines that it is not economically feasible to repair the item, the contractor will be so advised. The item shall be tagged as unserviceable and shall be stored in the contaminated equipment holding area to be surveyed by the COR or designee during the next quarterly site visit. If, at any time, the number of units to be surveyed becomes excessive, the contractor may request a site visit in addition to the routine quarterly one.
4. For emergency repairs, the contractor may receive notice from non-VA Prosthetics personnel.
  - a) All responses to patient emergency calls must be responded to within ½ hour.

- 1) If such emergency occurs during normal daily business hours, the contractor will notify the COR or designee, immediately.
- 2) If the emergency occurs after normal daily business hours, the contractor shall take corrective action. Under no circumstances shall the contractor refuse service if the veteran/caregiver states that there is a risk to the veteran's health or personal well-being.
- 3) If Prosthetic employee emergency number is provided, contractor will attempt to make contact. If unable to make contact with Prosthetics, employee contractor will notify the COR or designee immediately on the next regular workday not later than 10:00 a.m.
- 4) Contractor shall provide documentation regarding the emergency response to patient emergency calls within 24 hours.
5. Repairs will be completed within 4 hours unless special circumstances prevent timely completion. Examples of special circumstances include, but are not limited to, the need to order specialty part or inclement weather and will be considered on a case by case basis.
6. Contractor shall maintain a complete inventory of minor repair standard parts on all VA contract HME so that, when necessary, replacement of items shall be done on initial visit. Individual facilities may add a limited number of non-contract HME for which an inventory of parts for minor repairs must be maintained.
7. If the contractor is selected by the COR or designee for major repair, then he/she shall pursue the repair and refurbishing of Government-owned equipment with such diligence so as to insure that the equipment and/or accessories are placed in first class working condition in accordance with the manufacturer's instructions or recommendations by appropriately trained, qualified personnel.
  - a) Each refurbished item shall be tagged and covered, indicating the date it is returned to clean inventory.
8. Contractor shall maintain an itemized record of all reclaimed items, including item description, serial number (if applicable), veteran it was reclaimed from, date reclaimed, date quote submitted for repair (if applicable) and date placed into clean inventory.
9. Repairs of equipment, when required, shall be performed in accordance with manufacturer's instructions by personnel who are qualified to service specific equipment. As applicable, qualified is defined as holding certification through the



manufacturer, when technical certification program is offered. The Contractor shall comply with universal precautions in the cleansing of HME.

10. In the event of a natural disaster or emergency and the contractor is unable to repair HME supplies and equipment the patients shall be instructed that if such an emergency should occur, the Contractor works with another local home medical equipment provider that will assist them. The contractor will provide point of contact information to the patient or caregiver for this provider for help or to get to the nearest health care facility until services can be resumed.

G. **STORAGE/INVENTORY/SANITIZATION**

1. Contractor shall provide storage to allow for storage of Government owned re-claimed/new HME equipment at no additional charge to the VA. The storage area must be adequately equipped with shelves, bins, etc., to properly accommodate the items being stored. Stored equipment shall be maintained in a safe, clean, dry, and orderly arrangement to prevent damage and to facilitate periodic inventory inspections by COR or designee. Storage shall be provided separate and apart, by VA facility, from all other contractor owned equipment and supplies. The storage space shall be sufficiently insured against loss or damage equal to or greater than the value of the stored equipment. Proof of the insurance coverage will be provided to the Contracting Officer within 10 days of the effective date of the Notice to Proceed. Updates will be provided annually or whenever coverage is discontinued.
2. The contractor shall maintain a Web site address for each VA site to view an ongoing and accurate inventory of stock, open and completed orders. Open and completed orders will include, but not limited to, PO#, Purchasing Agent name, item description, last initial of patient's last name, and last four of patient's social security number. Inventory shall include its conditions thereof and the approximate total value, updated daily. Government property shall be used only for the performance of this contract.
  - a) Upon commencement of this contract, an inventory shall be conducted jointly by the COR or designee and the Contractor and signed by both parties. This inventory shall include items, conditions thereof and the approximate total value. Contractor shall establish and maintain a system of control to protect and preserve all Government property. The Contractor shall have established written procedures to deliver, recover, receive, clean and, when appropriate, sterilize reusable items. Such procedures shall address the separation of clean and unclean equipment in the storage, delivery and recovery of HME items. All equipment shall be labeled or tagged and dated to document such procedures.

- b) Prior to disposing of non-repairable Government-owned inventory, the Contractor shall contact the COR or designee for concurrence. Contractor shall make equipment available for pickup by scrap contractor or scrap the material as instructed by COR or designee at no additional cost to the Government.
3. Contractor shall have inspection procedures to assure stored new/reclaimed equipment is in working order prior to delivery. All equipment shall be labeled, tagged and dated to document such procedures. Only one (1) payment will be made for the delivery of equipment. If HME failures are within the control of the Contractor, additional trips will be at contractor's expense.
4. Ownership of all equipment (new and/or used) in inventory shall remain with the government. The contractor shall be directly responsible and accountable for all Government property while it is under his/her possession, and shall establish and maintain a system to control, protect, preserve, and maintain the items in optimum condition. The contractor shall identify Government Furnished Property (GFP) by making or tagging and segregating in such a manner to clearly indicate Government ownership.
5. Equipment shall be protected from the elements during storage and delivery. All clean equipment shall be covered. Clean and dirty equipment shall be separated at all times and shall be provided with protective covering during transport in accordance with Joint Commission standards.
6. A receiving area should be designated and clearly labeled for all incoming equipment to be sanitized properly. Upon proper sanitization, this equipment should be added to the inventory for reissue. The receiving area shall be stocked with the appropriate personal protective equipment and cleaning solutions, per Occupational Safety and Health Administration (OSHA) Standards.
7. Contractor shall, using universal precautions, sanitize/sterilize all picked up equipment prior to placement in contractor's storage or delivery to VAMC for reissue. This procedure shall be appropriate to the type of equipment in accordance with JOINT COMMISSION Standards.
8. Contractor shall sanitize/sterilize all returned/picked-up items before it is placed in Contractor's storage for reissue. This procedure shall be appropriate to the type of equipment in accordance with JOINT COMMISSION Standards. After cleaning and sanitizing, the equipment, the equipment shall be lubricated with an appropriate grease, oil, and/or silicone spray. All equipment returned/pick-up shall be documented on date cleaned and put back in service.

9. The Contractor shall comply with universal precautions in the cleaning of recovered equipment as required by the JOINT COMMISSION Standards in the recovery, delivery and storage process. The Contractor shall wash in detergent/disinfectant solution, LPH or equivalent, label with tag indicating date of cleaning and return for storage in a non-contaminated storage area for future re-issuance. All clean equipment shall be covered.
10. All equipment and parts shall be maintained in separate locations denoting "clean/ready-to-use" and "contaminated/awaiting proper cleansing procedures". Contaminated equipment placed in the same vehicle shall be separated from clean to avoid cross contamination (i.e., curtain in vehicle or wall). Returned equipment shall be inspected and placed in operating condition for reissue according to manufacturer's instructions. All equipment shall be checked to ensure that it functions correctly prior to reissue and then covered with a clean dust cover during storage.
11. Contractor shall be able to accept ALL shipments of HME, which will be included in inventory, WITHOUT EXCEPTION.

#### **H. DELIVERY VEHICLES**

1. The contractor shall have the vehicle(s), for the performance of the services under this contract, clearly marked with company identification. The vehicle(s) shall have an effective means for securing and segregating clean and dirty equipment to prevent any potential for cross contamination. The contractor's personnel shall have readily recognizable forms of identification. The vehicle(s) will have Personal Protective Equipment (PPE) required to meet Joint Commission Standards.
  - a) Contractor shall have sufficient vehicles to cover daily deliveries as well as any emergency orders that may arise within 24 hours.
  - b) All vehicle operators shall be in possession of a current and valid state driver's license, issued by the state they operate in.

#### **I. TECHNICAL INDUSTRY STANDARDS LAWS/REGULATIONS AND MARKING**

1. At the time of contract award and throughout the period of performance, standards and guidelines are as follows:
  - a) Association for the Advancement of Medical Instrumentation (AAMI).
  - b) Joint Commission Standard for Home Care, current year standard.

2. The installation, set-up, and repair of all equipment by the Contractor shall be performed by a competent professional familiar with nature of the equipment involved and fully qualified under the laws of the State in which the services are being rendered. Installation shall be consistent with local Fire and Safety Codes in the respective area of the State, and shall conform to NFPA 99/101 (Life Safety Codes).

**J. INVOICING HOME MEDICAL EQUIPMENT**

1. Orders will be placed by each VA facility using the US Government Credit Card via purchase order/authorization. The contractor must be able to accept US Government Credit Cards. The contractor shall submit an individual itemized invoice authorized within five (5) working days upon completion for services ordered and rendered. Invoices received without proper documentation will be returned to the contractor without action. Invoices are to be submitted to the individual that submitted the purchase order and the following will be available upon request:
  - a) The original copy of the purchase order (PO)/authorization completed by the contractor;
  - b) VAMC file copy of the Patient's Rights and Responsibilities signed by the veteran/caregiver;
  - c) Equipment Delivery Checklist with patient or caregiver's signature certifying delivery;
  - d) Copy of Patient Education form signed by the veteran/caregiver.

Payment will not be authorized if documentation is incomplete.

2. Invoices will be itemized to include parts, materials, labor (if applicable), name of the manufacturer, model #, serial # (if applicable), whether the equipment is new or refurbished, and patient's last name initial and last four of social security number.
3. Invoice for pick up shall include a copy of the PO/authorization and contractor's form or checklist with patient or caregiver's signature certifying pick up.

**K. REPORTS**

Reports are provided within their respective timeframes i.e. quarterly and monthly. The following reports are required.

Description	Numerator and Denominator Data	Quantity of Surveillance	Reporting Period	Threshold
Conduct audit of VA patient treatment files for proper documentation of pt education.	N= # of VA pt files with doc of pt and caregiver education to include return demonstration of equipment use on equip.,  D= # of VA pt files	Should reflect J.C. sample size as indicated in Measures of Success Section, for each facility.	Quarterly: Jan 10 <sup>th</sup> , April 10 <sup>th</sup> July 10 <sup>th</sup> , Oct 10 <sup>th</sup> .	90% or greater compliance. If less, requires action plan for improvement.
Conduct VA pt audit for proper instruction of pt education.	N= # of VA pts and/or caregiver confirming positive response regarding their education to include return demonstration on equipment use.  D= # of VA pt contacted	Should reflect J.C. sample size as indicated in Measures of Success Section, for each facility.	Quarterly: Jan 10 <sup>th</sup> , April 10 <sup>th</sup> July 10 <sup>th</sup> , Oct 10 <sup>th</sup> .	90% or greater compliance. If less, requires action plan for improvement.
Audit all repairs and timeliness related to HME.	N= # of repairs completed within 10 business days.  D= # of VA pts who require repairs to HME.	100%	Quarterly: Jan 10 <sup>th</sup> , April 10 <sup>th</sup> July 10 <sup>th</sup> , Oct 10 <sup>th</sup> .	If less than 100%, report should include all documentation with outliers.  Action plan submitted within two weeks of Quarterly reports not meeting threshold.

<p>Conduct audit of VA pt satisfaction to be issue specific, including comments and complaints for deliveries and repairs. (Satisfied is rated at 9-10 on a scale of 1-10).</p>	<p>N= # of VA pts satisfied with contractor's service. D= # of VA patients audited for pt Satisfaction Survey developed by vendor, but approved by VA.</p>	<p>Should reflect J.C. sample size as indicated in Measures of Success Section, for each facility.</p>	<p>Quarterly: Jan 10<sup>th</sup>, April 10<sup>th</sup> July 10<sup>th</sup>, Oct 10<sup>th</sup></p>	<p>90% or greater compliance. If less, requires Action Plan submitted within two weeks of Quarterly reports not meeting threshold.</p>
<p>Conduct audit of VA pt records for proof of receipt of HME.</p>	<p>N= # of VA pt files with doc of pt and/or caregiver signing for receipt of HME equipment  D= # of VA pts receiving DME equipment..</p>	<p>Should reflect J.C. sample size as indicated in Measures of Success Section, for each facility.</p>	<p>Quarterly: Jan 10<sup>th</sup>, April 10<sup>th</sup> July 10<sup>th</sup>, Oct 10<sup>th</sup>.</p>	<p>90% or greater compliance. If less, requires Action Plan submitted within two weeks of Quarterly reports not meeting threshold.</p>
<p>Conduct audit of government furnished property inventory held by vendor</p>	<p>N= # of items ready for re-issue within 3 days of being picked up.  D= # of items picked up.</p>	<p>100% Review</p>	<p>Monthly by the 10<sup>th</sup> of each month.</p>	<p>If less than 100%, report should include all documentation with outliers. If less, requires action Plan submitted within two weeks of Quarterly reports not meeting threshold.</p>

<p>Conduct audit on delivered to and picked up items from VA pts.</p>	<p>N= # of HME items delivered to VA pts. within 2 business days of PO or receipt of equipment.</p> <p>D= # of HME items delivered.</p> <p>N= # of HME items picked up from VA pts. within 2 business days.</p> <p>D= # of HME items picked up.</p>	<p>90%</p>	<p>Quarterly: Jan 10<sup>th</sup>, April 10<sup>th</sup> July 10<sup>th</sup>, Oct 10<sup>th</sup>.</p>	<p>If less than 90%, report should include all documentation with outliers. If less, requires Action Plan submitted within two weeks of Quarterly reports not meeting threshold.</p>
<p>Conduct audit of all accidents, malfunctions, injuries, deaths and sentinel events associated with the provisions, delivery and use of HME equipment.</p>	<p>N= # of VA pts who had an incident related to HME equipment to include fires, accidents, malfunctions, injuries, deaths, and sentinel events.</p> <p>D= # of VA pts receiving HME equipment.</p>	<p>100% Review.</p>	<p><b>Immediate verbal reporting and a written report within 5 days of incident</b> and summary report Quarterly: Jan 10<sup>th</sup>, April 10<sup>th</sup> July 10<sup>th</sup>, Oct 10<sup>th</sup>.</p>	<p>100%</p> <p>Action items for improvement and follow-up on prevention required with each incident</p>
<p>Conduct audit on ability to meet Joint Commission National Patient Safety Goals as related to HME.</p>	<p>N= # staff able to verbalize and/or perform requirements related to the NPSG. D= # of employees audited.</p>	<p>100% of staff has observed each Quarter.</p>	<p>Quarterly: Jan 10<sup>th</sup>, April 10<sup>th</sup> July 10<sup>th</sup>, Oct 10<sup>th</sup>.</p>	<p>100% compliance. If less, requires action plan for improvement</p>
<p>Falls prevention Program</p>	<p>N= # of VA pts who fall as a result of the HME equipment issued.</p> <p>D= # of VA pts who receive HME equipment</p>	<p>100%.</p>	<p>Quarterly: Jan 10<sup>th</sup>, April 10<sup>th</sup> July 10<sup>th</sup>, Oct 10<sup>th</sup>.</p>	<p>Zero falls. If more, requires report of contact (if injury see above) and action plan for improvement.</p>

Conduct audit of warehouse and delivery/repair Vans/trucks/employees for compliance with Infection Control protocols.	N= # of deficiencies observed in infection control protocol in Warehouse/vans/trucks/employees.  D= # observed infection control protocols.	Quarterly inspections for 100 % of all staff.	Quarterly: Jan 10 <sup>th</sup> , April 10 <sup>th</sup> July 10 <sup>th</sup> , Oct 10 <sup>th</sup> .	90% or greater compliance. If less, requires action plan for improvement
Improvement of Organizational Performance on important processes and outcomes related to pt care and organizational functions.	Report on each performance improvement initiative.	Should reflect J.C. sample size as indicated in Measures of Success Section, for each facility.	Quarterly: Jan 10 <sup>th</sup> , April 10 <sup>th</sup> July 10 <sup>th</sup> , Oct 10 <sup>th</sup> .	Threshold varies based on performance improvement processes.

#### **L. SAFETY AND INFECTION CONTROL**

1. Contractor safety and infection control procedures are in accordance with JOINT COMMISSION, all current National Patient Safety Goals standards in addition to other recognized federal regulatory agency standards.
2. In the performance of this contract, the Contractor shall take such safety precautions as the Contracting Officer, COR, or designee may determine to be reasonably necessary to protect the lives and health of all persons affected by this contract. The Contracting Officer, COR, or designee will notify the Contractor of any noncompliance with the foregoing provisions and the action to be taken. The Contractor shall, after receipt of such notice, immediately correct the conditions to which attention has been directed. Such notice, when served on the Contractor or his/her representative at the site of the work, shall be deemed sufficient for the purposes aforesaid. If the Contractor fails or refuses to comply promptly, the Contracting Officer may issue an order stopping all or any part of the work and hold the Contractor in default.
3. CONFORMITY TO REGULATIONS: The Contractor and his/her employees shall conform to all regulations, Federal, State and local, governing the performance of contracted services in each state in which performance occurs.
4. VAMC facilities have been designated NO SMOKING areas in their entirety. Individuals found in violation of this no smoking policy may be subject to a



federal citation for disregarding posted safety rules and regulations. Furthermore, Contractor may be directed to stop work. Contractor is to notify all of his/her employees and/or sub-contractors of this strict enforcement policy.

5. **VEHICLES:** The vehicles used in the performance of this contract must be licensed and meet the minimum requirements as mandated by each state/county/city in which performance occurs. In the performance of this contract, the Contractor shall take such safety precautions as the Contracting Officer, COR, or designee may determine to be reasonably necessary to protect the lives and health of all persons affected by this contract.
  - a) The Contracting Officer, COR, or designee will notify the Contractor of any noncompliance with the foregoing provisions and the action to be taken. The Contractor shall, after receipt of such notice, immediately correct the conditions to which attention has been directed.
  - b) Such notice, when served on the Contractor or his/her representative at the site of the work, shall be deemed sufficient for the purposes aforesaid. If the Contractor fails or refuses to comply promptly, the Contracting Officer may issue an order stopping all or any part of the work and hold the Contractor in default.
6. **ELECTRICAL SAFETY TESTING SERVICES:** All accidents, malfunctions, injuries, deaths and equipment recall related to the delivery and use of durable medical equipment shall be reported to the COR or designee. The Contractor shall check the adequacy of the electrical outlets in the patient's home. If outlets are not grounded, contractor shall supply a three (3)-prong plug installed by the Contractor. Contractor shall also insure that the electrical outlet is not being used for a series of other appliances. In the event that the delivery personnel deem the outlets to be unsafe, they are to immediately notify the Chief, Prosthetics & Sensory Aid Service, of the ordering VA Medical Center.
  - a) Electric safety assessments shall be performed upon initial issue or repair of all 3-prong adaptors and electric equipment. The Contractor shall document the electrical safety check on his/her invoice. A label documenting said inspection shall be affixed to each electrical item stating date of inspection and inspector.
  - b) Frequency of Repair - The electric safety test shall be performed no more than annually unless it is associated with a repair.
  - c) Electrical Safety Inspection- Contractor shall perform electrical safety inspections, in accordance with manufacturer's instructions and provisions

contained herein, which shall include, at a minimum, include a visual inspection, visually inspects the physical integrity of the power cord, the attachment plug and the strain relief for damage. The contractor shall repair or replace equipment, if necessary.

7. The Contractor shall assure that adequate security of material/information received from the VISN 07 or from VA beneficiaries is in compliance with the Privacy Act of 1974. As a minimum, security shall consist of but may not be limited to the methods discussed as follows:
  - a) Conduct reasonable screening of employees so that the workforce consists of responsible, qualified and trustworthy personnel;
    - 1) Develop, maintain and post current access list of personnel who are authorized to enter those areas where Veterans Administration inventory is stored and/or processed;
    - 2) Develop a highly visible identification system which will clearly differentiate between authorized and unauthorized personnel, for example, a system of controlled badges or uniforms;
    - 3) Develop and ensure the use of positive control systems by use of logs or other recording devices listing manufacturer, make, model number, and/or serial number (if applicable). Their use will begin when inventory is received or repaired at the Contractor facility and shall continue until the inventory is returned to the Government or issued to a veteran. Positive signature control shall be maintained at all steps of the process by the Contractor.
8. All rooms and areas of the Contractor facility where VA data and/or inventory is stored or processed shall be securely locked.
9. All VA inventory shall be secured inside these locked areas, and outside of normal business hours shall be secured within appropriate containers/areas. A system shall be developed to ensure that these areas are locked after normal business hours. Such a system could be a checklist countersigned by the Contractors employees.
10. All containers where VA data/inventory is stored shall be securely locked. The Contractor shall develop a system of procedures to insure containers are locked outside of normal business hours. The Contractor shall ensure that the VA inventory is never commingled in any way with inventory for another agency or

corporation. Any instances of possible breakdowns of security procedures shall be immediately reported to the VA.

11. Infection Control: Contractor must have a current plan for surveillance, prevention and control of infection. The plan must meet current JOINT COMMISSION standards.
12. Contractor must provide a written emergency management plan in compliance with JOINT COMMISSION standards. At the time of set up, Contractor shall provide beneficiaries with a telephone number to call if there are any questions or additional information is required, and instructions for what to do in a natural disaster or other emergency.
13. Standard precautions shall be used to prevent exposure to blood borne diseases when handling all contaminated equipment/items. Gloves shall be worn when handling items soiled with blood and/or body fluids. Hands shall be washed before and after visiting each patient and when gloves are removed. Contaminated equipment shall be separated from clean equipment. The Contractor's warehouse shall have clear demarcation between contaminated and clean storage areas. Delivery vehicles, if dirty and clean equipment is transported in the same vehicle, will have a clearly demarcated area for clean and dirty items. Contractor's procedure for handling the pickup of dirty equipment will meet JOINT COMMISSION Standards.

**M. INCIDENT REPORTS**

1. All accidents, malfunctions, injuries, deaths or sentinel events associated with the provision, delivery and use of HME equipment will be immediately reported to the COR or designee, equipment manufacturer (if applicable), and logged.
2. The Department of Veterans Affairs upon notification of equipment recalls will inform contractor by written notice. The contractor shall take the necessary corrective actions and inform each VA facility in writing of actions taken. The contractor shall in turn notify the Department of Veteran Affairs of all equipment recall notices received by them.
  - a) The contractor shall have a written HME recall plan to receive and document notification of equipment recall notices and records of all recall actions.
3. The Contractor will provide a written, quarterly report meeting all JOINT COMMISSION Standards for improving organizational performance. The JOINT COMMISSION standards may be accessed at: <http://www.Joint Commission.org>. (Note: An exact month written report is due can be added by the local contracting officer).

- a) Incident Report – Reporting special incidents found or occurring during a home visit, to include finding patients in need of emergency medical assistance, safety hazards that do not fall into the category of presenting immediate life-threatening danger to the patient or Contractors staff, inability to contact a patient within a reasonable period of time, and any other incident meeting the Contractors written policy for incident reporting according to accreditation standards.
4. The contractor shall report suspected incidents of abuse or neglect to the patient by family members or caregivers. Suspected incidents shall be reported immediately (within 24 hours during business hours) to the COR or designee, as well as to the adult protective agency. The contractor will follow all state and local laws in reporting suspected incidents of abuse or neglect.

**N. PERSONNEL QUALIFICATION STANDARDS**

1. Contractor shall conduct background checks on all personnel providing services under this contract and shall ensure that these personnel are fully qualified, hold appropriate licensure, and receive ongoing training and experience to perform the required services under this contract and IAW State and Federal Laws. Competency Assessments must specifically include adult and geriatric age specific competencies for the contract providers' seeing VA patients. Upon request the contractor must be able to immediately provide copies of performance evaluations, continuing education, competency assessments, position descriptions, and certification/licensure documentation of personnel providing service under this contract to the COR or designee.
2. To ensure that the individuals providing services under the contract have not engaged in fraud or abuse in accordance with Sections 1128 and 1128A of the Social Security Act regarding federal health care programs, the contractor is required to check the Health and Human Services – Office of Inspector General (HHS/OIG), List of Excluded Individuals/Entities on the OIG Website (<http://www.hhs.gov/oig>) for each person providing services under this contract. Furthermore, 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 Individuals/Entities.
3. Employee Certification:

- a) The Contractor shall develop, maintain, and make available for review, personnel folders on all employees performing under this contract, to include: background checks, driver's license copies, driving records, TB tests, HIPAA certificates, orientation checklists, ongoing in-service training, etc. All documents must be signed by all parties to be official.
- b) Contractor must provide and document employee orientation, ongoing employee education, and ongoing assessment of employee competency for all employees involved with the delivery/recovery of equipment covered under this contract according to JOINT COMMISSION Standards.
- c) The Contractor will provide COR or designee with a list of all employees currently competent to perform delivery/recovery and patient education services at the time the contract is awarded and upon request.
- d) The Contractor will educate, evaluate, and document employee education in strict accordance with current JOINT COMMISSION accreditation standards.
- e) Only employees that have been properly trained, and who have demonstrated competency may perform equipment deliveries, recoveries, and patient education on the equipment.
- f) The Contractor shall be staffed and have sufficient supplies to render satisfactory and courteous service at all times to the beneficiary. The contractor shall be responsible for the acts and omissions of his/her employees, his/her Sub-contractors or satellite offices and their employees. Sub-contractors are required to adhere to the requirements of this contract.

**O. PERFORMANCE REQUIREMENTS PRE AND POST CONTRACT AWARD MEETINGS:**

- 1. A post-award conference shall be held at a time and place designated by the CO, to be attended by the contractor, COR or designee from each VA facility and other officials designated by the CO. Conference agenda will be furnished by the Contracting Officer.
- 2. Prior to award of contract, a visit to the contractor's facility may be performed by VA personnel to inspect, evaluate and assess the contractor's existing program compared to the requirements of the solicitation.

**P. PHASE-IN REQUIREMENTS**

1. For HME, after award of the contract, the contractor, at no additional cost to the VA, shall be responsible for picking up existing inventory from the previous/incumbent contractor’s storage within fifteen (15) calendar days after the effective date of the Notice to Proceed. The contractor shall inventory, test and clean the equipment prior to issuance. The contractor shall coordinate a smooth transition with the previous contractor of equipment, in order to maintain continuity of patient care.

**Q. PHASE-OUT REQUIREMENTS**

1. In the event that the government does not choose to exercise its option to renew the contract, or the last option has expired, the contractor recognizes that the services under this contract are vital to the government and must be continued without interruption. Upon expiration, another contractor may be awarded the subsequent contract to continue these vital services.
2. The contractor providing services under this contract shall not remove any contractor-owned equipment from the patient’s home until replacement equipment has been installed by the new contractor. If this involves additional time beyond the expiration date, the contractor shall be paid on a pro-rated basis in accordance with Continuity of Services clause.
3. Therefore, the contractor agrees to:
  - a) Furnish phase-out continued patient services coverage for up to 90 days (if required) after this contract expires and;
  - b) Uses its best efforts and cooperation to effect an orderly and efficient transition to a successor contractor.

**R. PATIENT ESTIMATES PER FACILITY.**

This is an estimated number of patients currently serviced by each facility. This estimate is for bidding purposes to assist with identifying the scope of services required.

<b>VA Medical Facility</b>	<b>Number of Patients</b>
Atlanta	1,042
Augusta	561
Birmingham	1,290
CAVHCS	1,197

Charleston	1,140
Columbia	3,058
Dublin	361
Tuscaloosa	228

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TOTAL ESTIMATED PATIENTS 8,877

#### Attachment 1 – Catchment Areas and Zone Description

Zones 1, 2, and 3 are identified by county for each of the VA facilities. These zones are identified to allow variance in pricing based upon distance from the VA Medical Center. For counties outside the catchment area the pricing for zone 3 shall be used in conjunction with the additional mileage fee proposed and accepted under this contract.

#### **Atlanta, GA catchment area:**

Counties in Zone 1: Banks, Barrow, Bartow, Butts, Carroll, Chattanooga, Cherokee, Clark, Clayton, Cobb, Coweta, DeKalb, Douglas, Fayette, Floyd, Forsyth, Fulton, Gordon, Gwinnett, Hall, Haralson, Harris, Hart, Heard, Henry, Jackson, Lamar, Madison, Meriwether, Morgan, Newton, Oconee, Spalding, Pike, Polk, Rockdale, Stephens, Talbot, Upson and Walton, GA

Counties in Zone 2: Catoosa, Columbia, Dade, Dawson, Elbert, Fannin, Gilmer, Habersham, Lincoln, McDuffie, Oglethorpe, Pickens, Rabun, Towns, Troup, Union, Walker, White, Whitfield, Wilkes, and Jasper GA

Counties in Zone 3: Green, Taliaferro, Warren, Hancock and Putnam, GA.

#### **Columbia, SC catchment area:**

Counties in Zone 1: Lexington and Richland SC

Counties in Zone 2: York, SC; Union, SC; Chester, SC; Lancaster, SC; Kershaw, SC; Fairfield, SC; Newberry, SC; Saluda, SC, Edgefield, SC; Aiken, SC; Barnwell, SC; Orangeburg, SC; Calhoun, SC, Sumter, SC and Lee, SC

Counties in Zone 3: Cherokee, SC; Spartanburg, SC, Laurens, SC; Greenville, SC; Pickens, SC; Oconee, SC; Anderson, SC; Abbeville, SC; Spartanburg, SC; Greenwood, SC; McCormick, SC; Bamberg, SC; Allendale, SC; Hampton, SC; Beaufort, SC; Dorchester, SC; Clarendon, SC; Williamsburg, SC; Georgetown, SC; Horry, SC; Florence, SC; Marion, SC; Dillon, SC; Darlington, SC; Marlboro, SC; Chesterfield, SC; Union City, NC and Henderson, NC

#### **Augusta, GA catchment area:**

Counties in Zone 1: Columbia, GA, Richmond, GA, Burke GA, Warren, GA; Jefferson, GA; McDuffie, GA; Taliaferro, GA; Lincoln, GA; Washington, GA; Jenkins, GA; Hancock, GA;

Glascocock, GA; Wilkes, GA; Aiken, SC; Edgefield, SC; McCormick, SC; Allendale, SC and Barnwell, SC

Counties in Zone 2: Fannin, GA; Union, GA; Towns, GA; Lumpkin, GA; White, GA; Habersham, GA, Hall, GA; Banks, GA; Stephens, GA; Franklin, GA; Hart, GA; Gwinnett, GA; Rockdale, GA; Barrow, GA; Jackson, GA; Barrow, GA; Jackson, GA; Clark, FA; Madison, GA; Elbert, GA; Oconee, GA; Oglethorpe, GA; Walton, GA; Greene, GA; Morgan, GA; Newton, GA; Henry, GA; Spalding, GA; Butts, GA; Lamar, GA; Jasper, GA; Putnam, GA; Hancock, GA; Baldwin, GA; Jones, GA; Monroe, GA; Bibb, GA; Twiggs, GA; Wilkinson, GA; Emanuel, GA; Johnson, GA; Laurens, GA; Bleckley, GA; Pulaski, GA; Dodge, GA; Wilcox, GA; Ben Hill, GA; Telfair, GA, Montgomery, GA; Treutlen, GA; Toombs, GA; Candler, GA; Bulloch, GA; Screven, GS; Effingham, GA; Bryan, GA; Oconee, SC; Pickens, SC; Greenville, SC; Spartanburg, SC; Anderson, SC; Laurens, SC; Union, SC; Chester, SC; Fairfield, SC; Newberry, SC; Greenwood, SC; Abbeville, SC; Saluda, SC; Lexington, SC; Richland, SC; Sumter, SC; Calhoun, SC; Clarendon, SC; Orangeburg, SC; Bamberg, SC; Dorchester, SC; Colleton, SC; Hampton, SC and Jasper, SC

Counties in Zone 3: Dade, GA; Walker, GA; Catoosa, GA; Whitfield, GA; Murray, GA; Gilmer, GA; Dawson, GA; Pickens, GA; Gordon, GA; Chattooga, GA; Floyd, GA; Bartow, GA; Cherokee, GA; Forsyth, GA; Cobb, GA; Paulding, GA; Polk, GA; Haralson, GA; Carroll, GA; Douglas, GA' Fulton, GA; DeKalb, GA; Clayton, GA; Fayette, GA; Coweta, GA, Heard, GA; Troup, GA; Meriwether, GA; Pike, GA; Upson, GA; Talbot, GA; Harris, GA; Muscogee, GA; Taylor, GA; Crawford, GA; Peach, GA; Houston, GA; Macon, GA; Marion, GA; Schley, GA; Chattahoochee, GA; Stewart, GA; Webster, GA; Sumter, GA; Dooly, GA; Turner, GA; Lee, GA; Terrell, GA; Randolph, GA; Quitman, GA; Clay, GA; Calhoun, GA; Dougherty, GA; Worth, FA Tift, GA; Irwin, GA; Early, GA; Baker, GA; Miller, GA; Mitchell, GA; Seminole, GA; Decatur, GA; Grady, GA; Thomas, GA; Colquitt, GA; Brooks, GA; Cook, GA; Berrien, GA; Lowndes, GA; Lanier, GA; Echols, GA; Clinch, GA; Atkinson, GA; Coffee, GA; Jeff Davis, GA; Appling, GA; Bacon, GA; Pierce, GA, Charleston, GA; Brantley, GA; Wayne, GA; Long, GA;, Liberty, GA; McIntosh, GA; Glynn, GA; Camden, GA; York, SC; Lanchester, SC; Chesterfield, SC; Marlboro, SC; Darlington, SC; Kershaw, SC; Lee, SC; Florence, SC; Dillon, SC, Marion, SC; Horry, SC; Williamsburg, SC; Georgetown, SC Charleston, SC; and Berkeley, SC.

**Dublin, GA catchment area:**

Counties in Zone 1: Laurens, GA; Dodge, GA; Wheeler, GA; Treutlen, GA; Johnson, GA; Bleckley, GA; Montgomery, GA; Wilkinson, GA; Twiggs, GA; Baldwin, GA and Wilcox, GA

Counties in Zone 2: Emanuel, GA; Toombs, GA; Candler, GA; Appling, GA; Jeff Davis, GA; Evans, GA; Tattnall, GA; Wayne, GA; Putman, GA; Jones, GA; Jones, GA; Bibb, GA; Monroe, GA; Crawford, GA; Peach, GA; Houston, GA and Pulaski, GA



Counties in Zone 3: Camden, GA; Glynn, GA; McIntosh, GA; Long, GA; Liberty, GA; Chatham, GA; Bryan, GA; Effingham, GA, Bulloch, GA, Turner, GA; Ben, GA; Irwin, GA; Tift, GA; Coffee, GA; Lowndes, GA; Lanier, GA; Echols, GA; Clinch, GA; Atkinson, GA; Ware, GA; Charlton, GA; Pierce, GA; Brantley, GA; Clay, GA; Randolph, GA; Stewart, GA; Quitman, GA; Chattahoochee, GA; Muscogee, GA, Harris, GA; Talbot, GA; Marion, GA; Webster, GA; Sumter, GA; Schley, GA; Taylor, GA; Macon, GA, Dooly, GA and Crisp, GA.

**Birmingham, AL catchment area:**

Counties in Zone 1: Blount, AL; Cullman, AL; Jefferson, AL; Shelby, AL; St. Clair, AL and Walker, AL

Counties in Zone 2: Calhoun, GA; Chilton, AL; Cherokee, AL; Colbert, AL, DeKalb, AL; Etowah, AL; Franklin, AL; Jackson, AL; Lauderdale, AL; Limestone, AL; Madison, AL; Marshall, AL, Morgan, AL Talladega, AL and Winston AL

Counties in Zone 3: Autauga, AL; Baldwin, AL; Barbour, AL; Bibb, AL; Bullock, AL; Butler, AL; Chambers, AL; Choctaw, AL; Clarke, AL; Coffee, AL; Conecuh, AL; Covington, AL; Crenshaw, AL; Dale, AL; Dallas, AL; Elmore, AL; Escambia, AL; Fayette, AL; Geneva, AL; Green, AL; Henry, AL; Houston, AL; Lamar, AL; Lee, AL; Lowndes, AL; Macon, AL; Marengo, AL; Marion, AL; Mobile, AL; Monroe, AL; Montgomery, AL; Perry, AL. Pickens, AL; Pike, AL; Randolph, AL; Russell, AL; Sumter, AL; Tallapoosa, AL; Washington, AL and Wilcox, AL.

**Charleston, SC catchment area:**

Counties in Zone 1: Charleston, SC; Berkeley, SC; Dorchester, SC and Colleton, SC

Counties in Zone 2: Horry, SC; Marion, SC; Georgetown, SC, Williamsburg, SC; Hampton, SC, Jasper, SC and Beaufort, SC

Counties in Zone 3: Wayne, GA, McIntosh, GA; Long, GA, Effingham, GA; Bryan, GA and Liberty, GA.

**CAVHCS (Montgomery, AL) catchment area:**

Counties in Zone 1: Montgomery, AL; Lowndes, AL; Elmore, AL; Autauga, AL; Toosa, AL; Chilton, AL; Perry, AL; Dallas, AL; Wilcox, AL; Butler, AL; Crenshaw, AL; Covington, AL; Escambia, AL; Conecuh, AL; Monroe, AL; Santarosa, AL and Okaloosa, AL

Counties in Zone 2: Tuskegee, AL; Chamber, AL; Lee, AL; Macon, AL; Bullock, AL; Russell, AL; Pike, AL; Coffee, AL; Barbour, AL; Dale, AL; Henry, AL; Houston, AL and Geneva, AL

Counties in Zone 3: Columbus, GA, Troup, GA; Merriweather, GA, Pike, GA; Lamar, GA; Upson, GA; Crawford, GA; Peach, GA; Houston, GA; Sumter, GA; Macon, GA; Taylor, GA; Schley, GA; Talbot, GA; Harris, GA; Muscogee, GA; Marion, GA; Webster, GA; Stewart, GA and Chattahoochee, GA.

**Tuscaloosa, AL catchment area:**

Counties in Zone 1: Tuscaloosa, AL; Pickens, AL; Green, AL; Bibb, AL; Hale, AL and Fayette, AL

Counties in Zone 2: Lamar, AL; Sumter, AL; Dallas, AL; Marengo, AL and Marion, AL

Counties in Zone 3: Choctaw, AL; and Clark, AL.

**A.4 PRICE/COST SCHEDULE**

**ITEM INFORMATION**

ITEM NUMBER	DESCRIPTION OF SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	Atlanta Delivery Price - Contractor Shall provide services for each Zone in accordance with the attached PWS ( All inclusive ) Zone pricing is located in section D.2 of this contract:  Contract Period: Base POP Begin: 05-01-2017 POP End: 04-30-2018	1,042.00	EA		
0002	Augusta Delivery Price - Contractor Shall provide services for each Zone in accordance with the attached PWS ( All inclusive ) Zone pricing is located in section D.2 of this contract:  Contract Period: Base POP Begin: 05-01-2017 POP End: 04-30-2018	561.00	EA		
0003	Birmingham Delivery Price - Contractor Shall provide services for each Zone in accordance with the attached PWS ( All inclusive ) Zone pricing is located in section D.2 of	1,290.00	EA		

	<p>this contract:  Contract Period: Base  POP Begin: 05-01-2017  POP End: 04-30-2018</p>				
<b>0004</b>	<p>CAVHS Delivery Price - Contractor Shall provide services for each Zone in accordance with the attached PWS ( All inclusive ) Zone pricing is located in section D.2 of this contract:  Contract Period: Base  POP Begin: 05-01-2017  POP End: 04-30-2018</p>	1,197.00	EA	_____	_____
<b>0005</b>	<p>Charleston Delivery Price - Contractor Shall provide services for each Zone in accordance with the attached PWS ( All inclusive ) Zone pricing is located in section D.2 of this contract:  Contract Period: Base  POP Begin: 05-01-2017  POP End: 04-30-2018</p>	1,140.00	EA	_____	_____
<b>0006</b>	<p>Columbia Delivery Price - Contractor Shall provide services for each Zone in accordance with the attached PWS ( All inclusive ) Zone pricing is located in section D.2 of this contract:  Contract Period: Base  POP Begin: 05-01-2017  POP End: 04-30-2018</p>	3,058.00	EA	_____	_____
<b>0007</b>	<p>Dublin Delivery Price - Contractor Shall provide services for each Zone in accordance with the attached PWS ( All inclusive ) Zone pricing is located in section D.2 of this contract:  Contract Period: Base  POP Begin: 05-01-2017  POP End: 04-30-2018</p>	361.00	EA	_____	_____

<b>0008</b>	Tuscaloosa Delivery Price - Contractor Shall provide services for each Zone in accordance with the attached PWS ( All inclusive ) Zone pricing is located in section D.2 of this contract: Contract Period: Base POP Begin: 05-01-2017 POP End: 04-30-2018	228.00	EA	_____	_____
<b>0101</b>	Atlanta Delivery Price - Contractor Shall provide services for each Zone in accordance with the attached PWS ( All inclusive ) Zone pricing is located in section D.2 of this contract:  Contract Period: Option 1 POP Begin: 05-01-2018 POP End: 04-30-2019	1,042.00	EA	_____	_____
<b>0102</b>	Augusta Delivery Price - Contractor Shall provide services for each Zone in accordance with the attached PWS ( All inclusive ) Zone pricing is located in section D.2 of this contract: Contract Period: Option 1 POP Begin: 05-01-2018 POP End: 04-30-2019	561.00	EA	_____	_____
<b>0103</b>	Birmingham Delivery Price - Contractor Shall provide services for each Zone in accordance with the attached PWS ( All inclusive ) Zone pricing is located in section D.2 of this contract: Contract Period: Option 1 POP Begin: 05-01-2018 POP End: 04-30-2019	1,290.00	EA	_____	_____
<b>0104</b>	CAVHS Delivery Price - Contractor Shall provide services for each Zone in accordance with the	1,197.00	EA	_____	_____

	attached PWS ( All inclusive ) Zone pricing is located in section D.2 of this contract: Contract Period: Option 1 POP Begin: 05-01-2018 POP End: 04-30-2019				
<b>0105</b>	Charleston Delivery Price - Contractor Shall provide services for each Zone in accordance with the attached PWS ( All inclusive ) Zone pricing is located in section D.2 of this contract: Contract Period: Option 1 POP Begin: 05-01-2018 POP End: 04-30-2019	1,140.00	EA	_____	_____
<b>0106</b>	Columbia Delivery Price - Contractor Shall provide services for each Zone in accordance with the attached PWS ( All inclusive ) Zone pricing is located in section D.2 of this contract: Contract Period: Option 1 POP Begin: 05-01-2018 POP End: 04-30-2019	3,058.00	EA	_____	_____
<b>0107</b>	Dublin Delivery Price - Contractor Shall provide services for each Zone in accordance with the attached PWS ( All inclusive ) Zone pricing is located in section D.2 of this contract: Contract Period: Option 1 POP Begin: 05-01-2018 POP End: 04-30-2019	361.00	EA	_____	_____
<b>0108</b>	Tuscaloosa Delivery Price - Contractor Shall provide services for each Zone in accordance with the attached PWS ( All inclusive ) Zone pricing is located in section D.2 of this contract: Contract Period: Option 1	228.00	EA	_____	_____

	POP Begin: 05-01-2018 POP End: 04-30-2019				
<b>0201</b>	Atlanta Delivery Price - Contractor Shall provide services for each Zone in accordance with the attached PWS ( All inclusive ) Zone pricing is located in section D.2 of this contract:  Contract Period: Option 2 POP Begin: 05-01-2019 POP End: 04-30-2020	1,042.00	EA	_____	_____
<b>0202</b>	Augusta Delivery Price - Contractor Shall provide services for each Zone in accordance with the attached PWS ( All inclusive ) Zone pricing is located in section D.2 of this contract:  Contract Period: Option 2 POP Begin: 05-01-2019 POP End: 04-30-2020	561.00	EA	_____	_____
<b>0203</b>	Birmingham Delivery Price - Contractor Shall provide services for each Zone in accordance with the attached PWS ( All inclusive ) Zone pricing is located in section D.2 of this contract:  Contract Period: Option 2 POP Begin: 05-01-2019 POP End: 04-30-2020	1,290.00	EA	_____	_____
<b>0204</b>	CAVHS Delivery Price - Contractor Shall provide services for each Zone in accordance with the attached PWS ( All inclusive ) Zone pricing is located in section D.2 of this contract:  Contract Period: Option 2 POP Begin: 05-01-2019 POP End: 04-30-2020	1,197.00	EA	_____	_____
<b>0205</b>	Charleston Delivery Price -	1,140.00	EA	_____	_____

	<p>Contractor Shall provide services for each Zone in accordance with the attached PWS ( All inclusive ) Zone pricing is located in section D.2 of this contract:                  Contract Period: Option 2                  POP Begin: 05-01-2019                  POP End: 04-30-2020</p>				
<b>0206</b>	<p>Columbia Delivery Price - Contractor Shall provide services for each Zone in accordance with the attached PWS ( All inclusive ) Zone pricing is located in section D.2 of this contract:                  Contract Period: Option 1                  POP Begin: 05-01-2019                  POP End: 04-30-2020</p>	3,058.00	EA	_____	_____
<b>0207</b>	<p>Dublin Delivery Price - Contractor Shall provide services for each Zone in accordance with the attached PWS ( All inclusive ) Zone pricing is located in section D.2 of this contract:                  Contract Period: Option 2                  POP Begin: 05-01-2019                  POP End: 04-30-2020</p>	361.00	EA	_____	_____
<b>0208</b>	<p>Tuscaloosa Delivery Price - Contractor Shall provide services for each Zone in accordance with the attached PWS ( All inclusive ) Zone pricing is located in section D.2 of this contract:                  Contract Period: Option 2                  POP Begin: 05-01-2019                  POP End: 04-30-2020</p>	228.00	EA	_____	_____
<b>0301</b>	<p>Atlanta Delivery Price - Contractor Shall provide services for each Zone in accordance with the attached PWS ( All inclusive ) Zone pricing is</p>	1,042.00	EA	_____	_____

	located in section D.2 of this contract:  Contract Period: Option 3 POP Begin: 05-01-2020 POP End: 04-30-2021				
<b>0302</b>	Augusta Delivery Price - Contractor Shall provide services for each Zone in accordance with the attached PWS ( All inclusive ) Zone pricing is located in section D.2 of this contract: Contract Period: Option 3 POP Begin: 05-01-2020 POP End: 04-30-2021	561.00	EA	_____	_____
<b>0303</b>	Birmingham Delivery Price - Contractor Shall provide services for each Zone in accordance with the attached PWS ( All inclusive ) Zone pricing is located in section D.2 of this contract: Contract Period: Option 3 POP Begin: 05-01-2020 POP End: 04-30-2021	1,290.00	EA	_____	_____
<b>0304</b>	CAVHS Delivery Price - Contractor Shall provide services for each Zone in accordance with the attached PWS ( All inclusive ) Zone pricing is located in section D.2 of this contract: Contract Period: Option 3 POP Begin: 05-01-2020 POP End: 04-30-2021	1,197.00	EA	_____	_____
<b>0305</b>	Charleston Delivery Price - Contractor Shall provide services for each Zone in accordance with the attached PWS ( All inclusive ) Zone pricing is located in section D.2 of this contract: Contract Period: Option 3 POP Begin: 05-01-2020	1,140.00	EA	_____	_____



POP End: 04-30-2021					
<b>0306</b>	Columbia Delivery Price - Contractor Shall provide services for each Zone in accordance with the attached PWS ( All inclusive ) Zone pricing is located in section D.2 of this contract: Contract Period: Option 1 POP Begin: 05-01-2020 POP End: 04-30-2021	3,058.00	EA	_____	_____
<b>0307</b>	Dublin Delivery Price - Contractor Shall provide services for each Zone in accordance with the attached PWS ( All inclusive ) Zone pricing is located in section D.2 of this contract: Contract Period: Option 3 POP Begin: 05-01-2020 POP End: 04-30-2021	361.00	EA	_____	_____
<b>0308</b>	Tuscaloosa Delivery Price - Contractor Shall provide services for each Zone in accordance with the attached PWS ( All inclusive ) Zone pricing is located in section D.2 of this contract: Contract Period: Option 3 POP Begin: 05-01-2020 POP End: 04-30-2021	228.00	EA	_____	_____
<b>0401</b>	Atlanta Delivery Price - Contractor Shall provide services for each Zone in accordance with the attached PWS ( All inclusive ) Zone pricing is located in section D.2 of this contract:  Contract Period: Option 4 POP Begin: 05-01-2021 POP End: 04-30-2022	1,042.00	EA	_____	_____
<b>0402</b>	Augusta Delivery Price - Contractor Shall provide	561.00	EA	_____	_____

	<p>services for each Zone in accordance with the attached PWS ( All inclusive ) Zone pricing is located in section D.2 of this contract:  Contract Period: Option 4  POP Begin: 05-01-2021  POP End: 04-30-2022</p>				
<b>0403</b>	<p>Birmingham Delivery Price - Contractor Shall provide services for each Zone in accordance with the attached PWS ( All inclusive ) Zone pricing is located in section D.2 of this contract:  Contract Period: Option 4  POP Begin: 05-01-2021  POP End: 04-30-2022</p>	1,290.00	EA	_____	_____
<b>0404</b>	<p>CAVHS Delivery Price - Contractor Shall provide services for each Zone in accordance with the attached PWS ( All inclusive ) Zone pricing is located in section D.2 of this contract:  Contract Period: Option 4  POP Begin: 05-01-2021  POP End: 04-30-2022</p>	1,197.00	EA	_____	_____
<b>0405</b>	<p>Charleston Delivery Price - Contractor Shall provide services for each Zone in accordance with the attached PWS ( All inclusive ) Zone pricing is located in section D.2 of this contract:  Contract Period: Option 4  POP Begin: 05-01-2021  POP End: 04-30-2022</p>	1,140.00	EA	_____	_____
<b>0406</b>	<p>Columbia Delivery Price - Contractor Shall provide services for each Zone in accordance with the attached PWS ( All inclusive ) Zone pricing is located in section D.2 of</p>	3,058.00	EA	_____	_____

	<p>this contract:                  Contract Period: Option 4                  POP Begin: 05-01-2021                  POP End: 04-30-2022</p>				
<b>0407</b>	<p>Dublin Delivery Price -                  Contractor Shall provide                  services for each Zone in                  accordance with the                  attached PWS ( All                  inclusive ) Zone pricing is                  located in section D.2 of                  this contract:                  Contract Period: Option 4                  POP Begin: 05-01-2021                  POP End: 04-30-2022</p>	361.00	EA	_____	_____
<b>0408</b>	<p>Tuscaloosa Delivery Price -                  Contractor Shall provide                  services for each Zone in                  accordance with the                  attached PWS ( All                  inclusive ) Zone pricing is                  located in section D.2 of                  this contract:                  Contract Period: Option 4                  POP Begin: 05-01-2021                  POP End: 04-30-2022</p>	228.00	EA	_____	_____
					<b>GRAND TOTAL</b> _____

Total of Base Year:  
 Total of Option Year One:  
 Total of Option Year Two:  
 Total of Option Year Three:  
 Total of Option Year Four:

## SECTION C - CONTRACT CLAUSES

### **C.1 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.2 52.203-99 PROHIBITION ON CONTRACTING WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS (DEVIATION) (FEB 2015)**

(a) The Contractor shall not require employees or contractors seeking to report fraud, waste, or abuse to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

(b) The contractor shall notify employees that the prohibitions and restrictions of any internal confidentiality agreements covered by this clause are no longer in effect.

(c) The prohibition in paragraph (a) of this clause does not contravene requirements applicable to Standard Form 312, Form 4414, or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

(d)(1) In accordance with section 743 of Division E, Title VII, of the Consolidated and Further Continuing Resolution Appropriations Act, 2015 (Pub. L. 113-235), use of funds appropriated (or otherwise made available) under that or any other Act may be prohibited, if the Government determines that the Contractor is not in compliance with the provisions of this clause.

(2) The Government may seek any available remedies in the event the contractor fails to comply with the provisions of this clause.

(End of Clause)

**FAR**

**Title**

**Date**

<b><u>Number</u></b>		
52.204-9	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL	JAN 2011
52.204-18	COMMERCIAL AND GOVERNMENT ENTITY CODE MAINTENANCE	JUL 2016

### **C.3 52.212-4 CONTRACT TERMS AND CONDITIONS—COMMERCIAL ITEMS (MAY 2015)**

(a) *Inspection/Acceptance.* The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. If repair/replacement or reperformance will not correct the defects or is not possible, the Government may seek an equitable price reduction or adequate consideration for acceptance of nonconforming supplies or services. The Government must exercise its post-acceptance rights—

(1) Within a reasonable time after the defect was discovered or should have been discovered; and

(2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(b) *Assignment.* The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes payment (e.g., use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

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

(d) *Disputes.* This contract is subject to 41 U.S.C. chapter 71, Contract Disputes. Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) *Definitions.* The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.

(f) *Excusable delays.* The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) Invoice.

(1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include—

- (i) Name and address of the Contractor;
- (ii) Invoice date and number;
- (iii) Contract number, contract line item number and, if applicable, the order number;
- (iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;
- (v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;
- (vi) Terms of any discount for prompt payment offered;
- (vii) Name and address of official to whom payment is to be sent;
- (viii) Name, title, and phone number of person to notify in event of defective invoice; and
- (ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.
- (x) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer—System for Award Management, or 52.232-34, Payment by Electronic Funds Transfer—Other Than System for Award Management), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(2) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR part 1315.

(h) *Patent indemnity.* The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) *Payment.*—

(1) *Items accepted.* Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract.

(2) *Prompt payment.* The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR part 1315.

(3) *Electronic Funds Transfer (EFT).* If the Government makes payment by EFT, see 52.212-5(b) for the appropriate EFT clause.

(4) *Discount.* In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(5) *Overpayments.* If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall—

(i) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the—

(A) Circumstances of the overpayment (e.g., duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);

(B) Affected contract number and delivery order number, if applicable;

(C) Affected contract line item or subline item, if applicable; and

(D) Contractor point of contact.

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

(6) *Interest.*

(i) All amounts that become payable by the Contractor to the Government under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in 41 U.S.C. 7109, which is applicable to the period in which the amount becomes due, as provided in (i)(6)(v) of this clause, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid.

(ii) The Government may issue a demand for payment to the Contractor upon finding a debt is due under the contract.

(iii) *Final decisions.* The Contracting Officer will issue a final decision as required by 33.211 if—

(A) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt within 30 days;

(B) The Contractor fails to liquidate a debt previously demanded by the Contracting Officer within the timeline specified in the demand for payment unless the amounts were not repaid because the Contractor has requested an installment payment agreement; or

(C) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer (see 32.607-2).

(iv) If a demand for payment was previously issued for the debt, the demand for payment included in the final decision shall identify the same due date as the original demand for payment.

(v) Amounts shall be due at the earliest of the following dates:

(A) The date fixed under this contract.

(B) The date of the first written demand for payment, including any demand for payment resulting from a default termination.

(vi) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on—

(A) The date on which the designated office receives payment from the Contractor;

(B) The date of issuance of a Government check to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or

(C) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.

(vii) The interest charge made under this clause may be reduced under the procedures prescribed in 32.608-2 of the Federal Acquisition Regulation in effect on the date of this contract.

(j) *Risk of loss.* Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) *Taxes.* The contract price includes all applicable Federal, State, and local taxes and duties.

(l) *Termination for the Government's convenience.* The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) *Termination for cause.* The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government



for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) *Title*. Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) *Warranty*. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) *Limitation of liability*. Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) *Other compliances*. The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) *Compliance with laws unique to Government contracts*. The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. chapter 37, Contract Work Hours and Safety Standards; 41 U.S.C. chapter 87, Kickbacks; 41 U.S.C. 4712 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. chapter 21 relating to procurement integrity.

(s) *Order of precedence*. Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:

(1) The schedule of supplies/services.

(2) The Assignments, Disputes, Payments, Invoice, Other Compliances, Compliance with Laws Unique to Government Contracts, and Unauthorized Obligations paragraphs of this clause;

(3) The clause at 52.212-5.

(4) Addenda to this solicitation or contract, including any license agreements for computer software.

(5) Solicitation provisions if this is a solicitation.

(6) Other paragraphs of this clause.

(7) The Standard Form 1449.

(8) Other documents, exhibits, and attachments

(9) The specification.

(t) *System for Award Management (SAM)*.

(1) Unless exempted by an addendum to this contract, the Contractor is responsible during performance and through final payment of any contract for the accuracy and completeness of the data within the SAM database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the SAM database after the initial registration, the Contractor is required to

review and update on an annual basis from the date of initial registration or subsequent updates its information in the SAM database to ensure it is current, accurate and complete. Updating information in the SAM does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(2)(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in FAR subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the SAM database; (B) comply with the requirements of subpart 42.12; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (t)(2)(i) of this clause, or fails to perform the agreement at paragraph (t)(2)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the SAM information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(3) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the SAM record to reflect an assignee for the purpose of assignment of claims (see Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the SAM database. Information provided to the Contractor's SAM record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(4) Offerors and Contractors may obtain information on registration and annual confirmation requirements via SAM accessed through <https://www.acquisition.gov>.

(u) *Unauthorized Obligations.*

(1) Except as stated in paragraph (u)(2) of this clause, when any supply or service acquired under this contract is subject to any End User License Agreement (EULA), Terms of Service (TOS), or similar legal instrument or agreement, that includes any clause requiring the Government to indemnify the Contractor or any person or entity for damages, costs, fees, or any other loss or liability that would create an Anti-Deficiency Act violation (31 U.S.C. 1341), the following shall govern:

(i) Any such clause is unenforceable against the Government.

(ii) Neither the Government nor any Government authorized end user shall be deemed to have agreed to such clause by virtue of it appearing in the EULA, TOS, or similar legal instrument or agreement. If the EULA, TOS, or similar legal instrument or agreement is invoked through an "I agree" click box or other comparable mechanism (e.g., "click-wrap" or "browse-wrap" agreements), execution does not bind the Government or any Government authorized end user to such clause.

(iii) Any such clause is deemed to be stricken from the EULA, TOS, or similar legal instrument or agreement.

(2) Paragraph (u)(1) of this clause does not apply to indemnification by the Government that is expressly authorized by statute and specifically authorized under applicable agency regulations and procedures.

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

(End of Clause)

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

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

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

(End of Addendum to 52.212-4)

#### **C.4 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS—COMMERCIAL ITEMS (JAN 2017)**

(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:

[X] (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).

[X] (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.)

[X] (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (OCT 2016) (Pub. L. 109-282) (31 U.S.C. 6101 note).

(5) [Reserved]

(6) 52.204–14, Service Contract Reporting Requirements (OCT 2016) (Pub. L. 111–117, section 743 of Div. C).

(7) 52.204–15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (OCT 2016) (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 (NOV 2016) (15 U.S.C. 637(d)(2) and (3)).

(17)(i) 52.219-9, Small Business Subcontracting Plan (JAN 2017) (15 U.S.C. 637(d)(4)).

(ii) Alternate I (NOV 2016) of 52.219-9.

(iii) Alternate II (NOV 2016) of 52.219-9.

(iv) Alternate III (NOV 2016) of 52.219-9.

(v) Alternate IV (NOV 2016) 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 (OCT 2016) (E.O. 13126).
  - (27) 52.222-21, Prohibition of Segregated Facilities (APR 2015).
  - (28) 52.222–26, Equal Opportunity (SEP 2016) (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) 52.222-59, Compliance with Labor Laws (Executive Order 13673) (OCT 2016). (Applies at \$50 million for solicitations and resultant contracts issued from October 25, 2016 through April 24, 2017; applies at \$500,000 for solicitations and resultant contracts issued after April 24, 2017).
- Note to paragraph (b)(35):** By a court order issued on October 24, 2016, 52.222-59 is enjoined indefinitely as of the date of the order. The enjoined paragraph will become effective immediately if the court terminates the injunction. At that time, DoD, GSA, and NASA will publish a document in the **Federal Register** advising the public of the termination of the injunction.
- (36) 52.222-60, Paycheck Transparency (Executive Order 13673) (OCT 2016).

(37)(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.)

(38) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (JUN 2016) (E.O. 13693).

(39) 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.)

(40)(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.

(41)(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.

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

(43)(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.

(44) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011)

(45) 52.223-20, Aerosols (JUN 2016) (E.O. 13693).

(46) 52.223-21, Foams (JUN 2016) (E.O. 13693).

(47) (i) 52.224-3, Privacy Training (JAN 2017) (5 U.S.C. 552a).

(ii) Alternate I (JAN 2017) of 52.224-3.

(48) 52.225-1, Buy American—Supplies (MAY 2014) (41 U.S.C. chapter 83).

(49)(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.

(50) 52.225-5, Trade Agreements (OCT 2016) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

(51) 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).

(52) 52.225-26, Contractors Performing Private Security Functions Outside the United States (OCT 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

(53) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

(54) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

(55) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

(56) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

(57) 52.232-33, Payment by Electronic Funds Transfer—System for Award Management (Jul 2013) (31 U.S.C. 3332).

(58) 52.232-34, Payment by Electronic Funds Transfer—Other than System for Award Management (Jul 2013) (31 U.S.C. 3332).

(59) 52.232-36, Payment by Third Party (MAY 2014) (31 U.S.C. 3332).

(60) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

(61) 52.242-5, Payments to Small Business Subcontractors (JAN 2017)(15 U.S.C. 637(d)(12)).

(62)(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).

**Material Handling Laborer**

\$13.01/HR - 36.25%

(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) 52.222-62, Paid Sick Leave Under Executive Order 13706 (JAN 2017) (E.O. 13706).

(10) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (MAY 2014) (42 U.S.C. 1792).

(11) 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 (NOV 2016) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further 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 (SEP 2016) (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) 52.222-59, Compliance with Labor Laws (Executive Order 13673) (OCT 2016) (Applies at \$50 million for solicitations and resultant contracts issued from October 25, 2016 through April 24, 2017; applies at \$500,000 for solicitations and resultant contracts issued after April 24, 2017).

**Note to paragraph (e)(1)(xvi):** By a court order issued on October 24, 2016, 52.222-59 is enjoined indefinitely as of the date of the order. The enjoined paragraph will become effective immediately if the court terminates the injunction. At that time, DoD, GSA, and NASA will publish a document in the **Federal Register** advising the public of the termination of the injunction.

(xvii) 52.222-60, Paycheck Transparency (Executive Order 13673) (OCT 2016)).

(xviii) 52.222-62 Paid Sick Leave Under Executive Order 13706 (JAN 2017) (E.O. 13706).

(xix)(A) 52.224-3, Privacy Training (JAN 2017) (5 U.S.C. 552a).

(B) Alternate I (JAN 2017) of 52.224-3.

(xx) 52.225–26, Contractors Performing Private Security Functions Outside the United States (OCT 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

(xxi) 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.

(xxii) 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 52.216-18 ORDERING (OCT 1995)**

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from May 1, 2017 through April 30, 2022.

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

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

(End of Clause)

### **C.6 52.216-19 ORDER LIMITATIONS (OCT 1995)**

(a) *Minimum order.* When the Government requires supplies or services covered by this contract in an amount of less than \$500.00, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

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

(1) Any order for a single item in excess of \$2500.00;

(2) Any order for a combination of items in excess of \$10,000.00; or

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

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

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

(End of Clause)

### **C.7 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."

**The minimum contract amount is designated at \$500.00**

**The maximum contract amount is established by the total estimated quantities and can be exceeded by mutual agreement of the contract parties.**

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

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

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

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

(End of Clause)

**C.9 52.232-19 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR (APR 1984)**

Funds are not presently available for performance under this contract beyond Fiscal Year 2017. 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 Fiscal Year 2017, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

(End of Clause)

<u>FAR</u> <u>Number</u>	<u>Title</u>	<u>Date</u>
52.232-40	PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS	DEC 2013

**C.10 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.11 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)**

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

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

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

(End of Clause)

### **C.12 VAAR 852.203-70 COMMERCIAL ADVERTISING (JAN 2008)**

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

(End of Clause)

### **C.13 VAAR 852.203-71 DISPLAY OF DEPARTMENT OF VETERAN AFFAIRS HOTLINE POSTER (DEC 1992)**

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

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

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

(End of Clause)

### **C.14 VAAR 852.219-10 VA NOTICE OF TOTAL SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS SET-ASIDE (JUL 2016)(DEVIATION)**

(a) *Definition.* For the Department of Veterans Affairs, “Service-disabled veteran-owned small business concern or SDVSOB”:

(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 (see VAAR 802.201 Surviving Spouse definition);

(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;

(iv) The business has been verified for ownership and control pursuant to 38 CFR 74 and is so listed in the Vendor Information Pages database, (<https://www.vip.vetbiz.gov>); and

(v) The business will comply with subcontracting limitations in 13 CFR 125.6, as applicable

(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 verified service-disabled veteran-owned small business concerns. Offers received from concerns that are not verified service-disabled veteran-owned small business concerns shall not be considered.

(2) Any award resulting from this solicitation shall be made to a verified 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, the concern will comply with the limitation on subcontracting requirements in 13 CFR §125.6.

(d) A joint venture may be considered a service-disabled veteran owned small business concern if the joint venture complies with the requirements in 13 CFR 125.15, provided that any reference therein to SDVO SBC is to be construed to apply to a VA verified SDVOSB as appropriate.

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

(End of Clause)

## **C.15 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 Georgia, South Carolina, Alabama. 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.16 VAAR 852.246-73 NONCOMPLIANCE WITH PACKAGING, PACKING, AND/OR MARKING REQUIREMENTS (JAN 2008)**

Failure to comply with the packaging, packing and/or marking requirements indicated herein, or incorporated herein by reference, may result in rejection of the merchandise and request for replacement or repackaging, repacking, and/or marking. The Government reserves the right, without obtaining authority from the contractor, to perform the required repackaging, repacking, and/or marking services and charge the contractor at the actual cost to the Government for the same or have the required repackaging, repacking, and/or marking services performed commercially under Government order and charge the contractor at the invoice rate. In connection with any discount offered, time will be computed from the date of completion of such repackaging, repacking and/or marking services.

(End of Clause)

### **C.17 VAAR 852.252-70 SOLICITATION PROVISIONS OR CLAUSES INCORPORATED BY REFERENCE (JAN 2008)**

The following provisions or clauses incorporated by reference in this solicitation must be completed by the offeror or prospective contractor and submitted with the quotation or offer. Copies of these provisions or clauses are available on the Internet at the Web sites provided in the provision at FAR 52.252-1, Solicitation Provisions Incorporated by Reference, or the clause at FAR 52.252-2, Clauses Incorporated by Reference. Copies may also be obtained from the contracting officer.

[Contracting officer shall list all FAR and 48 CFR Chapter 8 (VAAR) provisions and clauses incorporated by reference that must be completed by the offeror or prospective contractor and submitted with the quotation or offer.]

(End of Provision)

### **C.18 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)

### **C.19 VAAR 852.271-73 USE AND PUBLICATION OF COUNSELING RESULTS (JAN 2008)**

The contractor agrees that none of the information or data gathered in connection with the services specified in this contract or studies or materials based thereon or relating thereto will be publicized without the prior approval of the Under Secretary for Benefits or his/her designee.

(End of Clause)

## **C.20 VAAR 852.273-74 AWARD WITHOUT EXCHANGES (JAN 2003)**

The Government intends to evaluate proposals and award a contract without exchanges with offerors. Therefore, each initial offer should contain the offeror's best terms from a cost or price and technical standpoint. However, the Government reserves the right to conduct exchanges if later determined by the contracting officer to be necessary.

(End of Provision)



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

### Solicitation Attachments

VA247-16-R-0590

#### Section D – List of Attachments

1. Pricing Breakdown by Zone-Price Proposal Submission All Years of Performance
2. Wage Determinations-All Performance Locations
3. Augusta Inventory
4. Atlanta Inventory
5. Birmingham Inventory
6. CAVHS Inventory
7. Charleston Inventory
8. Columbia Inventory
9. Tuscaloosa Inventory
10. Dublin Inventory

See attached document: Pricing Breakdown by Zone-HME-Price Proposal Submission.

See attached document: APPLICABLE WAGE DETERMINATIONS-HME-ALL LOCATIONS.

See attached document: Augusta DME Inventory.

See attached document: Atlanta DME Inventory.

See attached document: Birmingham DME Inventory.

See attached document: CAVHS Montgomery AL DME Inventory.

See attached document: Charleston DME Inventory.

See attached document: Columbia DME Inventory.

See attached document: Tuscaloosa DME Inventory.

See attached document: Dublin DME Inventory.

## SECTION E - SOLICITATION PROVISIONS

### E.1 52.203-98 PROHIBITION ON CONTRACTING WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS— REPRESENTATION (DEVIATION) (FEB 2015)

(a) In accordance with section 743 of Division E, Title VII, of the Consolidated and Further Continuing Resolution Appropriations Act, 2015 (Pub. L. 113-235), Government agencies are not permitted to use funds appropriated (or otherwise made available) under that or any other Act for contracts with an entity that requires employees or subcontractors of such entity seeking to report fraud, waste, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or contractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

(b) The prohibition in paragraph (a) of this provision does not contravene requirements applicable to Standard Form 312, Form 4414, or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

(c) *Representation.* By submission of its offer, the Offeror represents that it does not require employees or subcontractors of such entity seeking to report fraud, waste, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

(End of Provision)

<u>FAR</u> <u>Number</u>	<u>Title</u>	<u>Date</u>
52.204-16	COMMERCIAL AND GOVERNMENT ENTITY CODE REPORTING	JUL 2016

### E.2 52.209-5 REPRESENTATION BY CORPORATIONS REGARDING AN UNPAID TAX LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW (DEVIATION)(MAR 2012)

(a) In accordance with Division H, sections 8124 and 8125 of P.L. 112-74 and sections 738 and 739 of P.L. 112-55 none of the funds made available by either Act may be used to enter into a contract with any corporation that—

(1) Has an unpaid federal tax liability, unless the agency has considered suspension or debarment of the corporation and the Suspension and Debarment Official has made a determination that this action is not necessary to protect the interests of the Government.

(2) Has a felony criminal violation under any Federal or State law within the preceding 24 months, unless the agency has considered suspension or debarment of the corporation and Suspension and Debarment Official has made a determination that this action is not necessary to protect the interests of the Government.

(b) The Offeror represents that—

(1) The offeror does  does not  have any unpaid Federal tax liability that has been assessed and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

(2) The offeror, its officers or agents acting on its behalf have  have not  been convicted of a felony criminal violation under a Federal or State law within the preceding 24 months.

(End of Provision)

### **E.3 52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS (JUL 2013)**

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

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

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

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

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

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

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

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

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

(i) In a criminal proceeding, a conviction.

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

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

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

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

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

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

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

(End of Provision)

#### **E.4 52.212-1 INSTRUCTIONS TO OFFERORS—COMMERCIAL ITEMS (OCT 2016)**

(a) *North American Industry Classification System (NAICS) code and small business size standard.* The NAICS code and small business size standard for this acquisition appear in Block 10 of the solicitation cover sheet (SF 1449). However, the small business size standard for a concern which submits an offer in its own name, but which proposes to furnish an item which it did not itself manufacture, is 500 employees.

(b) *Submission of offers.* Submit signed and dated offers to the office specified in this solicitation at or before the exact time specified in this solicitation. Offers may be submitted on the SF 1449, letterhead stationery, or as otherwise specified in the solicitation. As a minimum, offers must show—

(1) The solicitation number;

(2) The time specified in the solicitation for receipt of offers;

(3) The name, address, and telephone number of the offeror;

(4) A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary;

(5) Terms of any express warranty;

(6) Price and any discount terms;

(7) "Remit to" address, if different than mailing address;

(8) A completed copy of the representations and certifications at FAR 52.212-3 (see FAR 52.212-3(b) for those representations and certifications that the offeror shall complete electronically);

(9) Acknowledgment of Solicitation Amendments;

(10) Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items and other references (including contract numbers, points of contact with telephone numbers and other relevant information); and

(11) If the offer is not submitted on the SF 1449, include a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. Offers that fail to furnish required representations or information, or reject the terms and conditions of the solicitation may be excluded from consideration.

(c) *Period for acceptance of offers.* The offeror agrees to hold the prices in its offer firm for 30 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.

(d) *Product samples.* When required by the solicitation, product samples shall be submitted at or prior to the time specified for receipt of offers. Unless otherwise specified in this solicitation, these samples shall be submitted at no expense to the Government, and returned at the sender's request and expense, unless they are destroyed during preaward testing.

(e) *Multiple offers.* Offerors are encouraged to submit multiple offers presenting alternative terms and conditions or commercial items for satisfying the requirements of this solicitation. Each offer submitted will be evaluated separately.

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

(1) Offerors are responsible for submitting offers, and any modifications, revisions, or withdrawals, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that offers or revisions are due.

(2)(i) Any offer, modification, revision, or withdrawal of an offer received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and—

(A) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of offers; or

(B) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

(C) If this solicitation is a request for proposals, it was the only proposal received.

(ii) However, a late modification of an otherwise successful offer, that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(3) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the offer wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

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

(5) Offers may be withdrawn by written notice received at any time before the exact time set for receipt of offers. Oral offers in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for receipt of offers, subject to the conditions specified in the solicitation concerning facsimile offers. An offer may be withdrawn in person by an offeror or its authorized representative if, before the exact time set for receipt of offers, the identity of the person requesting withdrawal is established and the person signs a receipt for the offer.

(g) *Contract award (not applicable to Invitation for Bids)*. The Government intends to evaluate offers and award a contract without discussions with offerors. Therefore, the offeror's initial offer should contain the offeror's best terms from a price and technical standpoint. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary. The Government may reject any or all offers if such action is in the public interest; accept other than the lowest offer; and waive informalities and minor irregularities in offers received.

(h) *Multiple awards*. The Government may accept any item or group of items of an offer, unless the offeror qualifies the offer by specific limitations. Unless otherwise provided in the Schedule, offers may not be submitted for quantities less than those specified. The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit prices offered, unless the offeror specifies otherwise in the offer.

(i) Availability of requirements documents cited in the solicitation.

(1)(i) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, and copies of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained for a fee by submitting a request to—

GSA Federal Supply Service Specifications Section

Suite 8100 470 East L'Enfant Plaza, SW

Washington, DC 20407

Telephone (202) 619-8925

Facsimile (202) 619-8978.

(ii) If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this solicitation, a single copy of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained free of charge by submitting a request to the addressee in paragraph (i)(1)(i) of this provision. Additional copies will be issued for a fee.

(2) Most unclassified Defense specifications and standards may be downloaded from the following ASSIST websites:

- (i) ASSIST (<https://assist.dla.mil/online/start/>);
- (ii) Quick Search (<http://quicksearch.dla.mil/>);
- (iii) ASSISTdocs.com (<http://assistdocs.com>).

(3) Documents not available from ASSIST may be ordered from the Department of Defense Single Stock Point (DoDSSP) by?

- (i) Using the ASSIST Shopping Wizard (<https://assist.dla.mil/wizard/index.cfm>);
- (ii) Phoning the DoDSSP Customer Service Desk (215) 697-2179, Mon-Fri, 0730 to 1600 EST; or
- (iii) Ordering from DoDSSP, Building 4, Section D, 700 Robbins Avenue, Philadelphia, PA 19111-5094, Telephone (215) 697-2667/2179, Facsimile (215) 697-1462.

(4) Nongovernment (voluntary) standards must be obtained from the organization responsible for their preparation, publication, or maintenance.

(j) *Unique entity identifier.* (Applies to all offers exceeding \$3,500, and offers of \$3,500 or less if the solicitation requires the Contractor to be registered in the System for Award Management (SAM) database.) The Offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation “Unique Entity Identifier” followed by the unique entity identifier that identifies the Offeror’s name and address. The Offeror also shall enter its Electronic Funds Transfer (EFT) indicator, if applicable. The EFT indicator is a four-character suffix to the unique entity identifier. The suffix is assigned at the discretion of the Offeror to establish additional SAM records for identifying alternative EFT accounts (see subpart 32.11) for the same entity. If the Offeror does not have a unique entity identifier, it should contact the entity designated at [www.sam.gov](http://www.sam.gov) for unique entity identifier establishment directly to obtain one. The Offeror should indicate that it is an offeror for a Government contract when contacting the entity designated at [www.sam.gov](http://www.sam.gov) for establishing the unique entity identifier.

(k) *System for Award Management.* Unless exempted by an addendum to this solicitation, by submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the SAM database prior to award, during performance and through final payment of any contract resulting from this solicitation. If the Offeror does not become registered in the SAM database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror. Offerors may obtain information on registration and annual confirmation requirements via the SAM database accessed through <https://www.acquisition.gov>.

(l) *Debriefing.* If a post-award debriefing is given to requesting offerors, the Government shall disclose the following information, if applicable:

- (1) The agency's evaluation of the significant weak or deficient factors in the debriefed offeror's offer.
- (2) The overall evaluated cost or price and technical rating of the successful and the debriefed offeror and past performance information on the debriefed offeror.

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

(4) A summary of the rationale for award;

(5) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.

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

### **SPECIFIC INSTRUCTIONS TO OFFERORS REGARDING PROPOSAL PREPARATION**

**The proposal format, which follows, has been included to assist you in preparing a complete proposal. In order to provide full consideration of your qualifications and ability for contract award, you are encouraged to ensure that the information furnished in support of your proposal is factual, accurate and complete.**

**You may provide additional information you believe will enhance your proposal; however, overly elaborate presentations are not desired. Failure to provide the information requested may render the offeror's proposal as unacceptable. The Government reserves the right to verify any information provided.**

**Proposals must be submitted in two parts: (1) Technical Proposal and; (2) Price Proposal. Original plus one (1) copy of the Technical Proposal, along with one (1) CD of the Technical Proposal. Original plus one (1) copy of the Price Proposal, along with one (1) CD of the Price Proposal. The Technical Proposal shall contain no discussion of price. The Price Proposal shall consist of the completed entire solicitation document.**

Technical Proposal should be typed and presented in the order of the evaluation factors listed below.

- a) In order to evaluate each proposal, it is necessary that each offeror respond to all items in the same order as presented herein. Offers shall be organized with sections appropriately identified. Offerors are to propose how they intend to fulfill the requirements of this solicitation and how their total offer will meet the minimum needs of the specifications. The Technical Proposal should be specific and complete in every detail. The proposal should be concise and provide sufficient information to demonstrate the offerors capability to satisfactorily perform the tasks outlined.
- b) Offerors are encouraged to provide their best offer as the government may not conduct discussions with offerors.



c) Proposal will be organized as follows:

1. **Section 1 – Cover letter.** The proposal Cover Letter shall be a maximum of two-pages and shall include the name and address of the organization submitting the proposal, along with the name, address, and telephone number of the contact person who has the actual authority to bind the offeror and make representations relative to the proposal and any resultant contract for the organization.
2. **Section 2 – Table of Contents.** The Table of Contents shall be detailed, to include sequential page numbering, Section Reference and Section Title. The table of contents shall also include an outline of the contractor's proposal.
3. **Section 3 – Narrative Response to Evaluation Factors.** The response shall include a detailed narrative addressing each of the evaluation factors and provide sufficient information to demonstrate ability to satisfactorily perform the work detailed in Description / Performance Work Statement.

(End of Provision)

#### **ADDENDUM 52.212-1 Instructions to Offerors-Commercial Items (Oct 2016)**

##### **Basis for Award:**

The Government will award a contract resulting from this solicitation to the responsible offeror whose quote conforming to the solicitation represents the best value to the Government. The technically acceptable offeror with the lowest price will be considered for award.

##### **FACTOR 1. TECHNICAL CAPABILITY:**

The Government will award a contract resulting from this solicitation to the responsible offeror whose quote conforming to the solicitation represents the best value to the Government. The technically acceptable offeror with the lowest price will be considered for award. Proposals will be considered only from Contractors who are regularly established in the business called for and who, in the judgment of the Contracting Officer, are financially responsible and able to show the evidence of the reliability, ability, experience, equipment, facilities, and personnel directly employed or supervised by the Contractor to render prompt and satisfactory service.

Offeror shall provide a detailed description of the company's ability to provide Home Medical Equipment services. A technically acceptable proposal meets all requirements set forth in the Statement of Work.

Offeror shall provide proof that the company meets Joint Commission Accreditation standards and all standards in the most current volume of the Accreditation Manual for Home Care. A technically acceptable proposal meets all requirements set forth in the Statement of Work.

Offeror shall provide a detailed plan that demonstrates the ability to store Government Furnished Equipment and maintain inventory. A technically acceptable proposal meets all requirements set forth in the Statement of Work.

**Factor 2 - Past Performance**

Offeror shall identify at least three (3) VA and/or non-VA contracts of similar size, scope and complexity that are ongoing or have been completed within the last three years. Offerors shall include the following information for each contract: name and address of contracting activity (company name), contract number, type of contract, total contract amount, and status, date of award and completion, description and location of contract work, list of major subcontractors if any, Contracting Officer or individual responsible for signing the contract, and their telephone and fax numbers, and the COR's/Administrator's name, telephone and fax numbers. Offerors may provide information on problems encountered on identified contracts and the offeror's corrective action.

Past performance information is one indicator of an offeror's ability to perform the contract successfully. Current and relevant information, source of information, context of data, and general trends in Contractor's performance shall be considered as it pertains to the performance of work described in this solicitation. Offerors may provide information on problems encountered on identified contracts and the offeror's corrective action. The Government shall consider this information as well as information obtained from any other sources, when evaluating the offeror's past performance. In accordance with FAR 15.305, offerors with no relevant past performance or whom information is not available, shall not be evaluated favorably or unfavorably on past performance.

**Factor 3 - Price**

Offeror must complete the PRICE/COST SCHEDULE in the solicitation to include the total price of the base period and options. Price will be evaluated from the overall price (Base plus all Options). Total contract price will be the sum of all CLINs. If the price of Options or Total Price is unbalanced and/or unreasonable, the Government reserves the right to reject that offer as non-responsive.

The Price/Cost schedule will be priced for deliveries in Zone 1 as identified in the SOW. The offeror shall complete and submit the attachment from section D entitled – Pricing Breakdown by Zone in Microsoft Excel format. Complete entire spreadsheet including the Base and Option Year tabs.

For price evaluation purposes a most probable price will be developed by using the following allocation of estimated workload. The quantities are estimates only for evaluation purposes and do not reflect any guarantees of workload distribution. This allocation estimate will not be a part of any resulting contract and cannot be used by the successful offeror for any equitable adjustment in contract price.

	ZONE 1	ZONE 2	ZONE 3	ZONE 4
Atlanta	700	300	42	100 MILES
Augusta	400	100	61	100 MILES
Birmingham	800	400	90	100 MILES

CAVHS	800	300	97	100 MILES
Charleston	800	300	40	100 MILES
Columbia	2500	500	38	100 MILES
Dublin	200	100	61	100 MILES
Tuscaloosa	150	50	28	100 MILES

### Revised paragraph (c)

The offeror agrees to hold the prices in its offer firm for 120 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.

## E.5 52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS— COMMERCIAL ITEMS (DEC 2016)

The Offeror shall complete only paragraph (b) of this provision if the Offeror has completed the annual representations and certification electronically via the System for Award Management (SAM) Web site located at <https://www.sam.gov/portal>. If the Offeror has not completed the annual representations and certifications electronically, the Offeror shall complete only paragraphs (c) through (t) of this provision.

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

*Administrative merits determination* means certain notices or findings of labor law violations issued by an enforcement agency following an investigation. An administrative merits determination may be final or be subject to appeal or further review. To determine whether a particular notice or finding is covered by this definition, it is necessary to consult section II.B. in the DOL Guidance.

*Arbitral award or decision* means an arbitrator or arbitral panel determination that a labor law violation occurred, or that enjoined or restrained a violation of labor law. It includes an award or decision that is not final or is subject to being confirmed, modified, or vacated by a court, and includes an award or decision resulting from private or confidential proceedings. To determine whether a particular award or decision is covered by this definition, it is necessary to consult section II.B. in the DOL Guidance.

*Civil judgment means—*

(1) In paragraph (h) of this provision: A judgment or finding of a civil offense by any court of competent jurisdiction.

(2) In paragraph (s) of this provision: Any judgment or order entered by any Federal or State court in which the court determined that a labor law violation occurred, or enjoined or restrained a violation of labor law. It includes a judgment or order that is not final or is subject to appeal. To determine whether a particular judgment or order is covered by this definition, it is necessary to consult section II.B. in the DOL Guidance.

*DOL Guidance* means the Department of Labor (DOL) Guidance entitled: “Guidance for Executive Order 13673, ‘Fair Pay and Safe Workplaces’ “. The DOL Guidance, dated August 25, 2016, can be obtained from [www.dol.gov/fairpayandsafeworkplaces](http://www.dol.gov/fairpayandsafeworkplaces).

*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.

*Enforcement agency* means any agency granted authority to enforce the Federal labor laws. It includes the enforcement components of DOL (Wage and Hour Division, Office of Federal Contract Compliance Programs, and Occupational Safety and Health Administration), the Equal Employment Opportunity Commission, the Occupational Safety and Health Review Commission, and the National Labor Relations Board. It also means a State agency designated to administer an OSHA-approved State Plan, but only to the extent that the State agency is acting in its capacity as administrator of such plan. It does not include other Federal agencies which, in their capacity as contracting agencies, conduct investigations of potential labor law violations. The enforcement agencies associated with each labor law under E.O. 13673 are—

- (1) Department of Labor Wage and Hour Division (WHD) for—
  - (i) The Fair Labor Standards Act;
  - (ii) The Migrant and Seasonal Agricultural Worker Protection Act;
  - (iii) 40 U.S.C. chapter 31, subchapter IV, formerly known as the Davis-Bacon Act;
  - (iv) 41 U.S.C. chapter 67, formerly known as the Service Contract Act;
  - (v) The Family and Medical Leave Act; and
  - (vi) E.O. 13658 of February 12, 2014 (Establishing a Minimum Wage for Contractors);
- (2) Department of Labor Occupational Safety and Health Administration (OSHA) for—
  - (i) The Occupational Safety and Health Act of 1970; and
  - (ii) OSHA-approved State Plans;
- (3) Department of Labor Office of Federal Contract Compliance Programs (OFCCP) for—
  - (i) Section 503 of the Rehabilitation Act of 1973;
  - (ii) The Vietnam Era Veterans' Readjustment Assistance Act of 1972 and the Vietnam Era Veterans' Readjustment Assistance Act of 1974; and
  - (iii) E.O. 11246 of September 24, 1965 (Equal Employment Opportunity);
- (4) National Labor Relations Board (NLRB) for the National Labor Relations Act; and
- (5) Equal Employment Opportunity Commission (EEOC) for—
  - (i) Title VII of the Civil Rights Act of 1964;
  - (ii) The Americans with Disabilities Act of 1990;
  - (iii) The Age Discrimination in Employment Act of 1967; and
  - (iv) Section 6(d) of the Fair Labor Standards Act (Equal Pay Act).

*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).

*Labor compliance agreement* means an agreement entered into between a contractor or subcontractor and an enforcement agency to address appropriate remedial measures, compliance assistance, steps to resolve issues to increase compliance with the labor laws, or other related matters.

*Labor laws* means the following labor laws and E.O.s:

- (1) The Fair Labor Standards Act.
- (2) The Occupational Safety and Health Act (OSHA) of 1970.
- (3) The Migrant and Seasonal Agricultural Worker Protection Act.
- (4) The National Labor Relations Act.
- (5) 40 U.S.C. chapter 31, subchapter IV, formerly known as the Davis-Bacon Act.
- (6) 41 U.S.C. chapter 67, formerly known as the Service Contract Act.
- (7) E.O. 11246 of September 24, 1965 (Equal Employment Opportunity).
- (8) Section 503 of the Rehabilitation Act of 1973.
- (9) The Vietnam Era Veterans' Readjustment Assistance Act of 1972 and the Vietnam Era Veterans' Readjustment Assistance Act of 1974.
- (10) The Family and Medical Leave Act.
- (11) Title VII of the Civil Rights Act of 1964.
- (12) The Americans with Disabilities Act of 1990.
- (13) The Age Discrimination in Employment Act of 1967.

(14) E.O. 13658 of February 12, 2014 (Establishing a Minimum Wage for Contractors).

(15) Equivalent State laws as defined in the DOL Guidance. (The only equivalent State laws implemented in the FAR are OSHA-approved State Plans, which can be found at [www.osha.gov/dcsp/osp/approved\\_state\\_plans.html](http://www.osha.gov/dcsp/osp/approved_state_plans.html)).

*Labor law decision* means an administrative merits determination, arbitral award or decision, or civil judgment, which resulted from a violation of one or more of the laws listed in the definition of “labor laws”.

*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.

*Predecessor* means an entity that is replaced by a successor and includes any predecessors of the predecessor.

*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.

*Successor* means an entity that has replaced a predecessor by acquiring the assets and carrying out the affairs of the predecessor under a new name (often through acquisition or merger). The term “successor” does not include new offices/divisions of the same company or a company that only changes its name. The extent of the responsibility of the successor for the liabilities of the predecessor may vary, depending on State law and specific circumstances.

*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.

**Note to paragraph (a):** By a court order issued on October 24, 2016, the following definitions in this paragraph (a) are enjoined indefinitely as of the date of the order: “Administrative merits determination”, “Arbitral award or decision”, paragraph (2) of “Civil judgment”, “DOL Guidance”, “Enforcement agency”, “Labor compliance agreement”, “Labor laws”, and “Labor law decision”. The enjoined definitions will become effective immediately if the court terminates the injunction. At that time, DoD, GSA, and NASA will publish a document in the **Federal Register** advising the public of the termination of the injunction.



(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
---------------	-------------------

_____	_____
_____	_____
_____	_____

[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 \$3,500 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.

(1) *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.* The Offeror represents that—

- (i) It  is,  is not an inverted domestic corporation; and
- (ii) It  is,  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 \$3,500 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 unique entity identifier 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: \_\_\_\_.

Immediate owner legal name: \_\_\_\_.

(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: \_\_\_\_.

Highest-level owner legal name: \_\_\_\_.

(Do not use a “doing business as” name)

(q) *Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law.*

(1) As required by sections 744 and 745 of Division E of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235), and similar provisions, if contained in subsequent appropriations acts, The Government will not enter into a contract with any corporation that—

(i) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless an agency has considered suspension or debarment of the corporation and made a determination that suspension or debarment is not necessary to protect the interests of the Government; or

(ii) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless an agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government.

(2) The Offeror represents that—

(i) It is  is not  a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and

(ii) It is  is not  a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.

(r) *Predecessor of Offeror.* (Applies in all solicitations that include the provision at 52.204-16, Commercial and Government Entity Code Reporting.)

(1) The Offeror represents that it  is or  is not a successor to a predecessor that held a Federal contract or grant within the last three years.

(2) If the Offeror has indicated “is” in paragraph (r)(1) of this provision, enter the following information for all predecessors that held a Federal contract or grant within the last three years (if more than one predecessor, list in reverse chronological order):

Predecessor CAGE code: \_\_\_\_ (or mark “Unknown”).

Predecessor legal name: \_\_\_\_.

(Do not use a “doing business as” name).

(s) *Representation regarding compliance with labor laws (Executive Order 13673).* If the offeror is a joint venture that is not itself a separate legal entity, each concern participating in the joint venture shall separately comply with the requirements of this provision.

(1)(i) For solicitations issued on or after October 25, 2016 through April 24, 2017: The Offeror  does  does not anticipate submitting an offer with an estimated contract value of greater than \$50 million.

(ii) For solicitations issued after April 24, 2017: The Offeror  does  does not anticipate submitting an offer with an estimated contract value of greater than \$500,000.

(2) If the Offeror checked “does” in paragraph (s)(1)(i) or (ii) of this provision, the Offeror represents to the best of the Offeror's knowledge and belief [Offeror to check appropriate block]:

(i) There has been no administrative merits determination, arbitral award or decision, or civil judgment for any labor law violation(s) rendered against the offeror (see definitions in paragraph (a) of this section) during the period beginning on October 25, 2015 to the date of the offer, or for three years preceding the date of the offer, whichever period is shorter; or

(ii) There has been an administrative merits determination, arbitral award or decision, or civil judgment for any labor law violation(s) rendered against the Offeror during the period beginning on October 25, 2015 to the date of the offer, or for three years preceding the date of the offer, whichever period is shorter.

(3)(i) If the box at paragraph (s)(2)(ii) of this provision is checked and the Contracting Officer has initiated a responsibility determination and has requested additional information, the Offeror shall provide--

(A) The following information for each disclosed labor law decision in the System for Award Management (SAM) at [www.sam.gov](http://www.sam.gov), unless the information is already current, accurate, and complete in SAM. This information will be publicly available in the Federal Awardee Performance and Integrity Information System (FAPIS):

(1) The labor law violated.

(2) The case number, inspection number, charge number, docket number, or other unique identification number.

(3) The date rendered.

(4) The name of the court, arbitrator(s), agency, board, or commission that rendered the determination or decision;

(B) The administrative merits determination, arbitral award or decision, or civil judgment document, to the Contracting Officer, if the Contracting Officer requires it;

(C) In SAM, such additional information as the Offeror deems necessary to demonstrate its responsibility, including mitigating factors and remedial measures such as offeror actions taken to address the violations, labor compliance agreements, and other steps taken to achieve compliance with labor laws. Offerors may provide explanatory text and upload documents. This information will not be made public unless the contractor determines that it wants the information to be made public; and

(D) The information in paragraphs (s)(3)(i)(A) and (s)(3)(i)(C) of this provision to the Contracting Officer, if the Offeror meets an exception to SAM registration (see FAR 4.1102(a)).

(ii)(A) The Contracting Officer will consider all information provided under (s)(3)(i) of this provision as part of making a responsibility determination.

(B) A representation that any labor law decision(s) were rendered against the Offeror will not necessarily result in withholding of an award under this solicitation. Failure of the Offeror to furnish a representation or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(C) The representation in paragraph (s)(2) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly

rendered an erroneous representation, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation in accordance with the procedures set forth in FAR 12.403.

(4) The Offeror shall provide immediate written notice to the Contracting Officer if at any time prior to contract award the Offeror learns that its representation at paragraph (s)(2) of this provision is no longer accurate.

(5) The representation in paragraph (s)(2) of this provision will be public information in the Federal Awardee Performance and Integrity Information System (FAPIS).

**Note to paragraph (s):** By a court order issued on October 24, 2016, this paragraph (s) is enjoined indefinitely as of the date of the order. The enjoined paragraph will become effective immediately if the court terminates the injunction. At that time, DoD, GSA, and NASA will publish a document in the **Federal Register** advising the public of the termination of the injunction.

(t) *Public Disclosure of Greenhouse Gas Emissions and Reduction Goals.* Applies in all solicitations that require offerors to register in SAM (52.212-1(k)).

(1) This representation shall be completed if the Offeror received \$7.5 million or more in contract awards in the prior Federal fiscal year. The representation is optional if the Offeror received less than \$7.5 million in Federal contract awards in the prior Federal fiscal year.

(2) Representation. [Offeror to check applicable block(s) in paragraph (t)(2)(i) and (ii)]. (i) The Offeror (itself or through its immediate owner or highest-level owner)  does,  does not publicly disclose greenhouse gas emissions, i.e., makes available on a publicly accessible Web site the results of a greenhouse gas inventory, performed in accordance with an accounting standard with publicly available and consistently applied criteria, such as the Greenhouse Gas Protocol Corporate Standard.

(ii) The Offeror (itself or through its immediate owner or highest-level owner)  does,  does not publicly disclose a quantitative greenhouse gas emissions reduction goal, i.e., make available on a publicly accessible Web site a target to reduce absolute emissions or emissions intensity by a specific quantity or percentage.

(iii) A publicly accessible Web site includes the Offeror's own Web site or a recognized, third-party greenhouse gas emissions reporting program.

(3) If the Offeror checked "does" in paragraphs (t)(2)(i) or (t)(2)(ii) of this provision, respectively, the Offeror shall provide the publicly accessible Web site(s) where greenhouse gas emissions and/or reduction goals are reported:\_\_\_\_\_.

(End of Provision)

## **E.6 52.216-1 TYPE OF CONTRACT (APR 1984)**

The Government contemplates award of a **Firm Fixed Priced Indefinite Delivery Indefinite Quantity contract** resulting from this solicitation.

(End of Provision)

### **E.7 52.216-27 SINGLE OR MULTIPLE AWARDS (OCT 1995)**

The Government may elect to award a single delivery order contract or task order contract or to award multiple delivery order contracts or task order contracts for the same or similar supplies or services to two or more sources under this solicitation.

(End of Provision)

### **E.8 52.233-2 SERVICE OF PROTEST (SEP 2006)**

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

R. Anthony Stephens

Kevin Warren  
Hand-Carried Address:

Network Contracting Office (NCO 7)

501 Greene Street Suite 240

Augusta GA 30901  
Mailing Address:

Network Contracting Office (NCO 7)

501 Greene Street Suite 240

Augusta GA 30901

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

(End of Provision)

### **E.9 VAAR 852.233-70 PROTEST CONTENT/ALTERNATIVE DISPUTE RESOLUTION (JAN 2008)**

(a) Any protest filed by an interested party shall:

- (1) Include the name, address, fax number, and telephone number of the protester;
- (2) Identify the solicitation and/or contract number;
- (3) Include an original signed by the protester or the protester's representative and at least one copy;
- (4) Set forth a detailed statement of the legal and factual grounds of the protest, including a description of resulting prejudice to the protester, and provide copies of relevant documents;
- (5) Specifically request a ruling of the individual upon whom the protest is served;

(6) State the form of relief requested; and

(7) Provide all information establishing the timeliness of the protest.

(b) Failure to comply with the above may result in dismissal of the protest without further consideration.

(c) Bidders/offerors and contracting officers are encouraged to use alternative dispute resolution (ADR) procedures to resolve protests at any stage in the protest process. If ADR is used, the Department of Veterans Affairs will not furnish any documentation in an ADR proceeding beyond what is allowed by the Federal Acquisition Regulation.

(End of Provision)

## **E.10 VAAR 852.233-71 Alternate Protest Procedures Note (May 2010)**

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

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

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

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