



## Table of Contents

<b>SECTION A.....</b>	<b>1</b>
A.1 SF 1449 SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS.....	1
<b>SECTION B - CONTINUATION OF SF 1449 BLOCKS .....</b>	<b>3</b>
B.1 CONTRACT ADMINISTRATION DATA.....	3
B.2 STATEMENT OF NEED .....	4
B.3 PRICE COST SCHEDULE .....	22
<b>SECTION C - CONTRACT CLAUSES .....</b>	<b>31</b>
C.1 52.212-4 CONTRACT TERMS AND CONDITIONS—COMMERCIAL ITEMS (OCT 2018) .....	31
C.2 52.216-18 ORDERING (OCT 1995) .....	36
C.3 52.216-19 ORDER LIMITATIONS (OCT 1995).....	36
C.4 52.216-21 REQUIREMENTS (OCT 1995) .....	37
C.5 52.216-22 INDEFINITE QUANTITY (OCT 1995) .....	38
C.6 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999).....	38
C.7 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000).....	38
C.8 52.232-19 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR (APR 1984)	39
C.9 52.245-1 GOVERNMENT PROPERTY(JAN 2017) .....	39
C.10 52.245-9 USE AND CHARGES (APR 2012) .....	51
C.11 VAAR 852.215-71 EVALUATION FACTOR COMMITMENTS (DEC 2009) .....	53
C.12 VAAR 852.219-75 SUBCONTRACTING COMMITMENTS MONITORING AND COMPLIANCE (JUL 2018) .....	53
C.13 VAAR 852.237-70 CONTRACTOR RESPONSIBILITIES (APR 1984).....	54
C.14 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998).....	54
C.15 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS—COMMERCIAL ITEMS (MAY 2019) .....	55
<b>SECTION D - CONTRACT DOCUMENTS, EXHIBITS, OR ATTACHMENTS .....</b>	<b>62</b>
D.1 CONTRACTOR REQUIRED DOCUMENTS.....	62
<b>SECTION E - SOLICITATION PROVISIONS .....</b>	<b>63</b>
E.1 52.212-1 INSTRUCTIONS TO OFFERORS—COMMERCIAL ITEMS (OCT 2018).....	63
E.2 52.216-1 TYPE OF CONTRACT (APR 1984).....	69
E.3 VAAR 852.215-70 SERVICE-DISABLED VETERAN-OWNED AND VETERAN-OWNED SMALL BUSINESS EVALUATION FACTORS (JUL 2016)(DEVIATION) .....	69
E.4 VAAR 852.219-74 LIMITATIONS ON SUBCONTRACTING—MONITORING AND COMPLIANCE (JUL 2018).....	69
E.5 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998) .....	70
E.6 52.212-2 EVALUATION—COMMERCIAL ITEMS (OCT 2014) .....	70
E.7 52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS—COMMERCIAL ITEMS (OCT 2018).....	71
E.8 52.209-5 CERTIFICATION REGARDING RESPONSIBILITY MATTERS (OCT 2015)	87
E.9 52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS (OCT 2018) ....	89

## SECTION B - CONTINUATION OF SF 1449 BLOCKS

### B.1 CONTRACT ADMINISTRATION DATA

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

a. CONTRACTOR:

b. GOVERNMENT: Contracting Officer 36C248

Department of Veterans Affairs

Network Contracting Office 8

8875 Hidden River Parkway

Tampa FL 33637

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

☒ 52.232-33, Payment by Electronic Funds Transfer—System For Award Management,  
or  
☐ 52.232-36, Payment by Third Party

3. INVOICES: Invoices shall be submitted in arrears:

- a. Quarterly ☐
- b. Semi-Annually ☐
- c. Other ☒ Monthly

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

Department of Veterans Affairs

Financial Services Center

P.O. Box 149971

Austin TX 78714-9971

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

AMENDMENT NO	DATE

## B.2 STATEMENT OF NEED

### A. Scope:

The Department of Veterans Affairs (VA) North Florida/South Georgia VA Healthcare System (NF/SGVAHS) located at 1601 S.W. Archer Road Gainesville, Florida has a requirement for Home Oxygen and Medical Equipment Management. The Contractor shall provide supplies, materials, equipment, labor, supervision, equipment management, safety management, infection control, repairs, maintenance and in-service training for patients to include patient education. This shall include but it not limited to; Set-ups, (Initial & Restarts), Switch-outs, Basic system consists of equipment to provide supplemental oxygen up to 4 liters per minute (LPM) via appropriate interface and a Complex system consists of all equipment required supplemental oxygen 4 LPM or more with appropriate interface, to include cough assists, ventilators and other complex systems.

The Contractor shall furnish, provide, install and maintain medical oxygen equipment, high-pressure cylinder, 50 psi air compressors, POCs, concentrators (if VA owned concentrators, POCs not available) and/or liquid systems, portable systems, emergency back-up systems and all required supplies to eligible VA patients as required by the NF/SGVAHS. The Contractor shall maintain, service, install VA owned equipment; concentrators, POCs, self-fill units and cylinders, cough assists and ventilators and all required supplies to eligible VA patients as required by the NF/SGVAHS. All Government Furnished Property (GFP) will be labeled as VA Owned. The Contracting Officer's Representative (COR) or designee will provide the Contractor with notification to initiate individual patient requirements via fax or encrypted electronic means (telephonic for emergencies) and will also provide the Contractor with notification of VA initiated discontinuance of home oxygen. The Home Oxygen Clinics (Gainesville, Lake City and Jacksonville) medical respiratory staff will notify the vendor that a delivery shall commence by fax, telephonically or by encrypted e-mail. The vendor shall confirm receipt of order immediately and prior to delivery.

### 1. Geographic Area of Coverage:

The Contractor is responsible for deliveries and service to VA patients in the following Florida and South Georgia counties: MONTHLY AVERAGE: 3,000 estimated patients

#### North Florida/South Georgia Veterans Healthcare System:

Consists of the Gainesville Division, Lake City Division, Jacksonville Outpatient Clinic (OPC), Jacksonville South Point, Tallahassee HCC, Palatka CBOC, St. Augustine CBOC, Perry CBOC, Marianna CBOC, Lecanto CBOC, Ocala CBOC, Ocala West, The Villages OPC, St. Mary's CBOC, Valdosta CBOC, Waycross CBOC

The following thirty-two (32) **Florida** counties are covered; Alachua, Baker, Bradford, Calhoun, Columbia, Citrus, Clay, Dixie, Duval, Flagler, Franklin, Gadsden, Gulf, Gilchrist, Hamilton, Jackson, Jefferson, Lafayette, Lake, Leon, Levy, Liberty, Madison, Marion, Nassau, Putnam, St. John's, Sumter, Suwannee, Taylor, Union, & Wakulla.

The following nineteen (19) **Georgia** counties are covered; Atkinson, Berrien, Brantley, Brooks, Camden, Charlton, Clinch, Colquitt, Cook, Decatur, Echols, Grady, Lanier, Lowndes, Miller, Mitchell, Pierce, Thomas, and Ware.

Further information for the locations may be accessed at website:

<http://www.northflorida.va.gov/NORTHFLORIDA/index.asp>

**Note:** Distribution of patients on Home Oxygen may vary from month to month as patients are added and discharged from the program for a variety of reasons.

**B. Estimated Quantities:**

The quantities or dollar threshold listed in the Price Schedule, effective for the periods stated are estimates only, and are not purchased by this contract. Except as this contract may otherwise provide, if the VA's requirements do not result in orders in the quantities or dollar amount described, that fact shall not constitute the basis for an equitable price adjustment.

**C. Evaluation of Options:**

Except when it is determined in accordance with FAR 17.206 (b) not to be in the Government's best interests, the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. This includes options under FAR 52.217-8, Option to Extend Services, which applies to this solicitation. Evaluation of options under FAR 52.217-8 will be accomplished by using the prices offered for the last option period to determine the price for a six (6) month option period, which will be added to the base and other option years to arrive at the total price. Evaluation of options will not obligate the Government to exercise the option(s)."

**D. Contractor Qualifications:**

The Contractor shall possess all licenses, permits, accreditations, and certificates as required by local, state and federal law. Sub-contractors must meet same requirements as Contractor and adhere to ALL the requirements of this contract. The Contractor shall meet the Home Care part of the Joint Commission (JC) standards. Therapy in the Home or Alternate Site Health Care Facility-2007 Revision & Update, Association for the Advancement of Medical Instruments (AAMI) the American Association of Respiratory Care (AARC) Clinical Practice Guideline and the American Society for Testing Materials (ASTM) minimum standards specification for electrically powered home care portable ventilators and cough assists. The Contractor shall meet or exceed these and The Joint Commission (JC) accreditation for healthcare standards. The Joint Commission standards can be accessed at [www.jointcommission.org](http://www.jointcommission.org). The Contractor shall maintain this accreditation through the life of the contract and evidence of accreditation shall be submitted to the Contracting Officer (CO) and COR prior to contract award and at the time of option exercise. If the Contractor is resurveyed by an accrediting body during the contract term, the contractor shall notify the Contracting Officer of survey date, the outcome of the survey and provide copies of new certificates as issued.

The contractor shall have a physical location at award of the contract which houses the service office, warehouse, dispatch of vehicles and other functions related to the performance of the contract within the North Florida/South Georgia VA catchment areas. The contractor shall designate a specific service representative to coordinate daily matters with COR. VA beneficiary account folders shall comply with the Privacy Act and health Insurance Portability and Accountability Act (HIPAA). All files are subject to review by designated Veterans Affairs Medical Center (VAMC) officials and accreditation surveyors on behalf of the VAMC during accreditation surveys or consultation.

The Contractor shall have at least five (5) calendar years' experience in successfully administering basic and complex home oxygen, aerosol therapy, cough assists and ventilator care to adult and geriatric

patients and experience in providing Home Oxygen and Medical equipment and supplies for gas Oxygen (O<sub>2</sub>), liquid O<sub>2</sub>, portable and stationary concentrators, Continuous Positive Airway Pressure (CPAP)/Bi (2) Positive Airway Pressures (BIPAP), cough assists and ventilators. The Contractor staff shall include Licensed Respiratory Therapists (RCP) required for complex setups; i.e. oxygen over 4 LPM, trach, cough assists and ventilators.

The Contractor shall replace all non-VA owned NF/SGVAHS equipment presently located in homes of patients as soon as possible after award, but not to exceed thirty (30) calendar days from the date of contract award without causing a break in service and may not be exceeded without prior approval from the contracting officer. This change shall include delivery, setup, instructions, all required supplies until next scheduled visit (30 -90 days) and shall be accomplished with the least disruption to the VAMC patient as possible. Cost(s) will be prorated upon setup and discontinuance with equipment pickup no more than one billing cycle. Failure to perform the switch-outs as specified will result in a forfeit of payment for every day thereafter until switch-out is complete. Pro-rated payments will be assessed based on each provider's established rate and prorated based on setup date. No payment will start for any given patient until ALL required equipment is provided for that patient. Payment to previous vendor will not extend more than three (3) days after notification of delivery of ALL equipment by new vendor. Method of notification will be mutually agreed upon during post award meetings by all parties. No additional charges will be applied for switch-outs.

All home oxygen will be performed in the patient's place of residence or designated location. The equipment needs are subject to change as determined by the prescribing VA physician. The contractor agrees to a short-term rental or loaner of exact match equipment for the NF/SGVAHS veterans/patients home oxygen needs while VA owned equipment is being repaired or replaced.

The Contractor shall provide and maintain the following oxygen equipment to the VA Medical Center Pulmonary Departments as indicated. A Liquid Oxygen Reservoir with a 2 portable units one Helios and 1 Marathon or equivalent; twelve (12) "E" tanks with cart and regulator flow meter, 3 oxygen conserving devices, two pneumatic and one battery operated with twelve (12) "B" cylinders with at least 2 carry bags provided to the: VAMC Gainesville, VAMC lake City and the Jacksonville OPC. Racks for proper storage will be provided by the Contractor. The tanks and reservoirs will be checked and automatically filled not less than two (2) times per month. Each Home Oxygen Clinic will call in additional orders as needed. VAMC Invoices will be submitted no later than the tenth (10<sup>th</sup>) of each month.

#### E. Work Hours:

The Contractor shall, at a minimum, provide home oxygen in performance of this contract through scheduled visits, Monday through Friday between the hours of 8:00am and 5:00 pm EST including Holidays. Exceptions shall include the case of emergencies. The Contractor shall inform the Contracting Officer Representative (COR) of deaths or inability to service or locate a veteran (i.e. due to change of address). The Contractor is still required to provide monthly and quarterly service, replenishment of cylinders and supplies even if it requires making a special or non- scheduled visit to the patient's home.

The VA observes the ten (10) Federal Holidays listed below:

New Year's Day, Martin Luther King's Birthday, Presidents Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day and Christmas Day.

**F. Emergencies:**

The Contractor shall have an established communication system that supports 24-hour emergency services seven days a week. The Contractor shall be able to provide emergent home oxygen at the patient's home within a maximum of four (4) hours of call and for patients being discharged on the same day from inpatient care.

The Contractor shall ensure all patients have minimum backup to maintain prescription requirements. The Contractor shall provide battery backup for cough assists, ventilators up to 24 hours and non-electrical oxygen supply to last three (3) times the Contractor's response time to a call. The minimum supply for oxygen shall take into account each patient's prescription flow-rate and distance from the Contractor's location; actual supply levels may differ from patient to patient, as long as each patient has oxygen supply to last a minimum of three times the Contractor's response time. If the Contractor is unable to respond to an emergency service call within four (4) hours a written explanation of Contractor's inability to provide emergency service shall be provided to the COR or designee within one (1) business days. Liquid oxygen supply may be considered for backup oxygen; however, oxygen must be maintained at the minimum three (3) times the Contractor's response time, and the cost of any additional equipment such as extra stationary units used solely to maintain the minimum level of backup oxygen or for contractor convenience of outspreading the time between fills shall be borne by the Contractor. No cylinder size "E" or smaller may be used as back up.

The Contractor shall notify the COR or his/her designee immediately in the event of a disaster, natural or otherwise, that may affect patients of the home oxygen program covered under the contract.

Contractor shall submit an Emergency Contingency Plan for natural disasters with a detailed proposal. During a disaster or other emergency, the contractor is responsible to ensure all veterans are contacted at initiation, during and post response of the emergency. Updates on veterans contacted, those not contacted, contingency plans, response effort and other information will be provided to the VAMC on request. A Post Emergency Plan activation report shall be provided at the end of the response. Additional back-up equipment and supplies will be provided for as long as the emergency lasts to ensure veteran's prescription needs are met. These excess deliveries will be annotated on the next month's invoice as "Disaster Response for; i.e. Hurricane Smith" for appropriate reimbursement. Failure to annotate the invoices accordingly will result in non-payment by the VAMC.

Contractor shall develop Special Equipment Identification Codes to identify North Florida/South Georgia VA owned equipment and services to veterans from other catchment areas provided as a result; of hurricanes, acts of God and/or emergency situations. Invoice to list veteran, location, equipment, service provided and type of emergent situation.

An updated Emergency Contingency Plan shall be provided annually to the COR and in addition, the Contractor will perform with the COR during yearly hurricane or natural disaster drills as decided by NF/SGVAHS leadership. Contractor shall provide names and phone numbers of suppliers that will provide home oxygen in the event of any disaster where the Contractor cannot meet the needs of VA patients. A safety/emergency checklist shall be completed, then signed by the veteran or his/her caregiver and retained in the beneficiary account folder.

**G. Veteran/Patient Re-location:**

The NF/SGVAHS will be responsible to provide home oxygen for the first ninety (90) days after a patient permanently relocates to another VAMC catchment area. It will be the patient's responsibility to enroll at the nearest VAMC, make an appointment with their Respiratory/Pulmonary Clinic for home oxygen and receive a new prescription. The contractor shall provide contractor owned equipment for veterans/patients relocating to another VAMC location, unless otherwise approved by the COR for the veteran/patient to utilize VA-owned equipment. The contractor shall inform the veteran/patient, care giver or veteran/patient representative and both parties must agree in writing and sign that the veteran/patient, care giver or veteran/patient representative will be financially responsible for any/all non-returned contractor equipment. Recovery of contractor-owned equipment will be at no cost to the VA.

If applicable, the contractor shall recover all VA- owned equipment from the veteran, care provider or veteran/patient representative and ship directly to the contractor's warehouse. Contractor will verify operation per manufacture guidelines before placing back into service. Note: Prior to shipping VA-owned equipment, the contractor shall provide the COR with an itemized list of equipment to include the patients name, billing receipt(s), documentation (i.e., FedEx or UPS) estimated charges.

**H. Patient Assessment:**

The Contractor shall provide an in-home initial patient setup/delivery, restarts, relocation and installation of prescribed equipment within twenty-four (24) hours of notification to include weekends and holidays. If the contractor is unable to meet the 24-hour response time the contractor must notify the ordering clinic. NF/SGVAHS reserves the right to obtain the service from another source and to charge the contractor.

A setup includes delivery of prescribed Home Medical equipment with applicable disposables and backup equipment. Orientation to the vendor's services, an equipment assessment, patient education with return demonstration, a home safety review and inspection, scheduling of ongoing deliveries and preventive maintenance inspection (PMI) service appointments. Completion of a treatment plan/care plan by a licensed Respiratory Therapist in 24 hours for all complex setups and 78 hours for basic. For prescription renewals/changes, the contractors licensed RCP shall review all prescription changes with the patient. At home training is required for all prescription equipment changes (i.e. B tank via OCD regulator to E tank via Continuous regulator) or change in complexity (i.e. Basic 3lpm to Complex 4lpm).

Restarts are considered the initiation of service for those beneficiaries who have been provided equipment through the NFSG/VAHS home oxygen program in their residence or SNF, ALF home during the previous sixty (60) days.

Home oxygen services are provided to any patient that is under NFSG/VHS primary care. At time these patients can live outside our actual "Catchment" or Geographic area. The ordering home oxygen clinic will identify these patients as "Out of Area". The COR will coordinate with the contractor for these veterans/patients. Subcontractors shall adhere to all Joint Commission standards and the requirements of this contract. Home oxygen for these designated patients will be on a case by case basis.

The Delivery Driver/RCP will provide the patient with a Welcome Packet" on the first visit. All patient education material must be presented in written form to the COR for approval prior to the award. The written material shall be in English as well as the foreign language of the beneficiary as applicable. In the



case that the beneficiary does not speak English the Contractor is to advise the VAMC of any occurrences so that the VA can obtain adequate instructions. This includes any coordination of instruction/delivery of equipment for those veterans with special needs. i.e. vision impaired may need a blind rehab specialist to be present at time of instruction

This packet will include, but not be limited to, the following:

- NF/SGVAHS Patient's Rights & Responsibilities, and other general information.
- Information regarding Advance Directives
- Contractor's Toll-Free Number, Hours of Operation, Location
- Contractor's Mission, Vision.
- Contractor's Complaint Process.
- Patient Educational Information – provided initially and at prescription changes/renewals
- Emergency Preparedness Information.
- Emergency Contact Names and Phone Numbers.
- Fall and Fire prevention
- “No Smoking, Oxygen in Use” signs minimally two for front and rear entrance must remain posted. (replace as needed)
- Verification of 2 smoke alarms present, alarm when tested, be tested monthly, if not present contractor is to notify the ordering clinic
- Documentation verifying placement of Thermal Fuses per AL18-01 safety mandate, unless there is a documented clinical contraindication (e.g., patients using heated humidity, patients with flow rates more than 25 liters per minute, patients with behavioral conditions that make use of thermal fuses impractical). This must be documented in the patient's medical record.

Two thermal fuses must be provided and installed in each home oxygen delivery system (one at the patient end and one at the oxygen source). This shall be done for the patient's primary oxygen therapy equipment as well as any portable oxygen therapy equipment. Thermal fuses are considered part of the routine oxygen supplies required for setup and will be provided at no additional charge

- a. Thermal fuses are not required for portable pulse dose/intermittent oxygen therapy equipment when the equipment does not have a continuous flow setting.
- b. Thermal fuses provided must work regardless of their orientation in the oxygen tubing (bidirectional) or have a design that prevents them from being installed in the wrong orientation (e.g., source end of the thermal fuse has threads or bayonets that make backwards installation impossible).

At the time of installation, education must be provided to the patient describing the proper use and placement of thermal fuses, including that a thermal fuse does not make it safe to smoke, be near people who are smoking, or be near any source of sparks or flame while using oxygen. It should be emphasized that the thermal fuses will not prevent burns to the face, neck and airways if the ignition occurs at or near the nasal cannula. The thermal fuse does not prevent the start of a fire nor extinguish a fire; it simply limits the flow of oxygen that might continue to feed the fire.

\*\*The presence of the “Home Oxygen Welcome Packet” and educational materials shall be inspected upon each subsequent delivery to the patient and will be replaced if missing.

The contractor will at least once every three (3) months, perform a quarterly visit to the VA beneficiaries and reassess equipment compliance, educational needs, equipment maintenance. A report as supporting documentation of visit will be submitted with the monthly invoices. Ventilators and cough assists are seen monthly.

Ventilator patient discharges to the home will be arranged Monday – Friday, unless previously agreed to by the contractor and VA. Prior to discharge the Contractor shall perform a Home Inspection of the veteran's residence. This inspection will include; electrical capacity, physical space and caregiver's ability to provide for the veteran's needs upon discharge. The Contractor shall follow JC Homecare standards and AARC Clinical Practice Guidelines for Home Ventilators. If there are any unsafe issues or concerns preventing acceptance into their home ventilator program the Contractor shall notify the ordering Home Oxygen Clinic and COR immediately. The discharge of the ventilator patient to the home may be held pending resolutions to caregiver or home environment safety concerns. The Contractor will receive preliminary ventilator orders and the Contractor's RCP will provide training to all caregivers and the veteran. At time of discharge a final set of orders will be provided to the contractor with current ventilator settings and well as requests for any additional equipment.

The Contractor's RCP will assist in getting the ventilator patient settled in their home at time of discharge. Follow up weekly visits minimally for the first month may be required to ensure a smooth transition from hospital to home (at no additional charge) then monthly thereafter. The Contractor's RCP will perform monthly visits for prescription compliance, supplies and equipment inspection/maintenance. Noncompliance or other concerns are to be reported immediately to the ordering clinic. Monthly ventilator visit fee is all inclusive: patient assessment for compliance, 30-day month supply of tubing filters, HMEs; ventilator check/maintenance (including backup vent). The VA will review and approve the Contractor's forms to be used for the ventilator patients, i.e. the home inspection, ventilator checklist and training prior to the contract award.

Cough assists are seen monthly and fee is all inclusive. The Contractor's RCP will take the cough assist to the home along with sufficient supplies to allow weekly circuit, filter changes. Perform instruction and observe return demonstration, until confident the veteran can use the device appropriately. A compliance report shall be sent to the ordering VA clinic to include as a minimum current order vs actual usage, interface, cough production/efficacy, hospitalizations since last visit, caregiver/patient comments. Routine preventative maintenance as defined by the manufacturer.

When advantageous for NF/SGVAHS veterans it may become necessary to provide CPAP/BiPAP training in the home by the Contractor's RCP rather than in the clinical setting. When this occurs, an order will be provided to the contractor with settings and interface type required. The Contractor may on occasion pick up equipment (CPAP/BiPAP), Interface or Modem) at one of the home oxygen clinics and deliver, setup and instruct the veteran. Training should be provided within 24 hours of receiving the order unless otherwise noted on the order.

The Contractor shall complete a Care plan and a Home Oxygen Equipment check per manufacturer's instructions, and complete a quarterly equipment check at a minimum. An adhesive sticker or service card, depicting the date of inspection/pm and the date of the next required inspection/pm will be annotated using a permanent marker, on said equipment. Documentation shall include analyzation of oxygen and verification of liter flow rate as prescribed. A signed copy shall be left with the patient and/or caregiver. All VA owned equipment will be labeled. Cough assists and ventilators (invasive and non-invasive) require monthly equipment checks and assessments.

The Contractor will assess or reassess Home Oxygen Medical Equipment and the patient's need(s) whenever there is a change in the prescription or renewal. This will include an in-home assessment, all patient training with return demonstration, treatment care plan, and patient assessment to insure understanding and appropriate use of equipment. Cough assists, and ventilators require monthly equipment checks and assessments. The Contractor shall document the patient receipt of all forms in their patient file, database.

The Contractor's Delivery Driver, Respiratory Therapist or Contractor designee will immediately contact the NF/SGVAHS COR when one of the following occurs:

- Non-Compliance of prescription
- Veteran Abuse/neglect concerns
- Any unsafe conditions observed which may preclude the installation or continuance of oxygen.
- Fall - safety concerns
- Oxygen safety or Fire concerns

Per VHA Central Office Patient Safety Alert (AL18-01) All identified oxygen safety concerns or fires must be reported immediately to the COR and ordering VA clinic. For fires the required information is reported as follows.

- a. What was the reported cause of the fire (primary ignition source)?
- b. Where did the fire originate (e.g.; kitchen, bedroom, vehicle)?
- c. What date and time did the fire occur?
- d. What was the first item that ignited (e.g.; nasal cannula, clothing)?
- e. Describe the extent of injury to the patient, family and others.
- f. Describe the extent of property damage.
- g. How many thermal fuses were in use and where were they installed in the home oxygen delivery system or tubing?

The COR will inform the Malcom Randall Patient Safety, Home Oxygen Clinic Respiratory Care, Pulmonary, who will alert the clinical staff/provider and communicate appropriate interventions to the Contractor.

#### **I. Care Planning:**

The NF/SGVAHS clinical staff will be responsible for the initiation and direction to the patient's plan of care and prescription requirements. The Pulmonologist will determine the individual prescription of the patient.

The Contractor will be responsible for providing documentation of the initial home installation, assessment and reassessment. The contractor shall provide educational materials that cover all provided equipment and home safety requirements reflecting the Joint Commission Standards.

#### **J. Quality Assurance, Coordination, Supervision and Evaluation of Care:**

NF/SGVAHS clinical staff will coordinate, supervise and evaluate the care required by outpatients to include: initiation of prescriptions for home oxygen and various equipment items, devices or other appliances which may be medically indicated for the continuation of care in their home environment. The clinical staff will be notified of patient refusal of service (AMA), suspected abuse or neglect.

Contractor will notify the prescribing VA clinic and COR of needed prescription renewals for patients two (2) months prior to the expiration date of the existing prescription

The COR will have oversight responsibility to ensure Contractor home oxygen is in compliance with the terms of the contract. The contractor shall be required to submit to the COR the following reports:

Sub-Contractor Notification; Unsafe Condition Report, Impending Disaster, Incident Report, Sentinel Events, Equipment malfunction/recalls per Federal Drug Administration (FDA) at time of occurrence, certification of required staff training and current license verification.

Weekly a VA-Owned Equipment Inventory Status Report will be submitted to the COR at the beginning of the week for all VA-Owned equipment. Report will include all VA-owned equipment delivered to the contractor for storage, maintenance and issue; identified by make, model and serial number; indicate new or used status (i.e. issued to/returned from name/last 4, defective, replaced with serial#); sort list by type of item and provide a total for each equipment type. If VA-owned equipment is stored at various locations, the storage location will also be provided. Any disparity between total equipment provided to contractor and total in Report will be promptly resolved between Contractor and the COR. Used as a method to confirm accountability for all VA-owned equipment at any given time.

Monthly service report for each patient visited will be submitted in conjunction with submitting the invoices. The contractor shall provide for each VA site an equipment summary listing all items issued to each patient. and picked up. Equipment will be identified by make, model, serial number, new or used VA equipment. Lists are to be sorted alphabetically by item then by patient's name. A total will be reflected at the end of each item column to indicate how many of that item are in patient's homes (i.e. concentrators, conservers, B-tanks, E-tanks, Lbs. of Liquid Oxygen (LOX), etc.). A

Delivery/Pickup Equipment Report to be submitted by the 10th of each month to assist in updating data into the patients VA Prosthetic's record. The following reports are provided via email as one Excel Report with separate worksheets therein. This spreadsheet will list deliveries, pickups of all VA issued equipment. Concentrators, Portable Oxygen Concentrators (POCs), Self-Fill System with cylinders, Oxygen Conserving Devices, Regulators, Cough Assists and Ventilators and include the patient's name, last 4, identify equipment as new/used, quantity. Defective VA Equipment for repair/replacement or disposal. A Sales Report to include each item issued to patients, the total amount charged o the VA for the item. List will reflect charges for each VA listing the total for each item and a grand total for all items.

On a quarterly basis a Quality Management (QM) Plan to include; Performance Improvement (PI) reports in accordance with Joint Commission for improving organizational performance. Patient Satisfaction, Infection Control/Communicable Diseases, Hand Hygiene Data as required by JC and CDC, Influenza Vaccine Data.

The Contractor Security Control Assessment shall be submitted annually to the COR.

COR, PSAS RRTs, or Prosthetic Representatives will make unannounced Contractor site visits quarterly for a vendor site audit.

COR, PSAS RRTs will make random patient home visits monthly. COR or PSAS RRTs may request "ride along" with contractor technician or RCP for observation of service provided. The Contractor will be provided a seven (7) calendar day notification in advanced notice. In addition, the COR may request to take part on a random day delivery schedule to accompany the Delivery Driver or the RCP during their NF/SGVAHS delivery schedule. On a limited basis, it may be necessary to make an emergent visit which will be coordinated with the Contractor.

NF/SGVAHS Chief of Prosthetics, COR or designee will communicate with the Contracting Officer any high risk, problem-prone, and quality improvement issues.

**K. Contractor Performance Standards:**

Measure: Timeliness of Service – Delivery made within 24 hours or receipt of order

Numerator and Denominator: Number of VA patients delivered.

Quantity of Surveillance: Randomly pull 5% of files. results quarterly

Acceptable Quality Level: 97%

Method of Surveillance: Random Sampling

Measure: Timeliness of Service – quarterly and monthly visits

Numerator and Denominator: Number of VA patients delivered.

Quantity of Surveillance: Randomly pull 5% of files. results quarterly

Acceptable Quality Level: 97%

Method of Surveillance: Random Sampling

Measure: Vendor Audit

Numerator and Denominator: On site review of vendor contract regulatory requirements, on-call response, employee records, warehouse inspection – equipment tracking and management, patient record review and vehicle inspection.

Quantity of Surveillance: Random survey results quarterly.

Acceptable Quality Level: 95%

Method of Surveillance: Random Sampling

Measure: Home Visit Findings

Numerator and Denominator: Number of VA patients receiving service, Equipment as ordered, Home Safety, Prescription compliance

Quantity of Surveillance: Random. home visits by PSAS RRTs results quarterly

Acceptable Quality Level: 95%

Method of Surveillance: Random Sampling

Measure: Falls per JC NPSG

Numerator and Denominator: Number of VA patients who had an incident related to oxygen Equipment to include; accidents, malfunctions, injuries, deaths, and sentinel events.

Number of VA patients receiving oxygen equipment.

Quantity of Surveillance: Home Visits by RRTS, Contractor, HBPC and Home Oxygen Clinical Staff – identification of at Risk for Falls

Acceptable Quality Level: 100%

Method of Surveillance: Random Sampling reported quarterly

Measure: Fires per JC NPSG

Numerator and Denominator: Number of VA patients who had an incident related to oxygen Equipment to include; accidents, malfunctions, injuries, deaths, and sentinel events.

Number of VA patients receiving oxygen equipment

Quantity of Surveillance: Home Visits by RRTS, Contractor, HBPC and Home Oxygen Clinical Staff – identification of at Risk for Fire

Acceptable Quality Level: 100%

Method of Surveillance: Random Sampling reported quarterly

**L. Scheduling Visits:**

The Contractor's responsibility for the scheduling of equipment installation, assessment, monthly reassessments, quarterly equipment checks, and equipment pickup shall adhere to the contract requirements. When scheduling visits, every effort should be made to accommodate the patient and/or caregiver.

Initial delivery of equipment is to be completed within 24 hours of receipt of the order.

A licensed RCP shall see all basic setups within 78 hours and complex setups within 24 hours for the initial assessment and education. Monthly assessments shall be completed by the RCP for all ventilator and cough assists. Quarterly visits shall reassess equipment compliance, educational needs, equipment maintenance. Equipment pick-ups shall be completed within 3 days of receipt of the order.

**M. Discharge Planning:**

Discontinuation of any treatment or discharge from a treatment plan will be determined by NF/SGVAHS clinical staff. The Contractor shall not have any role and is relieved of any responsibility for the discharge of patients from the NF/SGVAHS Home Oxygen Program, however, the Contractor is responsible for notifying the COR or his/her designee if a patient requests their equipment be picked up. All beneficiaries have the right of refusal of equipment. In the event a patient refuses the equipment, the contractor shall comply with the beneficiary's wishes, after being sure the veteran understands the consequences of not using their oxygen as ordered by the physician. An "Against Medical Advice" form should be signed by the veteran and/or their caregiver at the time of refusal, as testament to their understanding of the risks of refusing treatment. If the refuse to sign the form the equipment can still be picked up and the form documented as "refused to sign".

The Contractor shall be notified via consult requesting discharge of the Home Oxygen Program. Payment will be pro-rated based upon the notification date of discontinuance of service. The contractor shall notify the government within the next business day of learning of a patient death, or upon finding a patient has moved out of the service area. Payment to the contractor for services provided terminates 3 days after notification from the prescribing VA clinic to discontinue service.

**N. Documentation:**

The Contractor shall maintain a file of all deliveries, all-initial assessments and reassessments. All documentation kept on file by the Contractor shall be accessible to the Chief of Prosthetics, COR or Prosthetic Representatives Site Visit team to ensure compliance of the Contractor when requested.

**O. Government Furnished Property:**

The Contractor shall maintain an inventory of Government Furnished Equipment (GFE) that is inventoried and provided by the COR via email on a quarterly basis. Provide Government Furnished Property (GFP) management plan detailing how GFP will be accounted for. This equipment will include all items that have not been issued to a patient for use. This equipment shall be available for audit during a site visit by the COR, Prosthetic Representatives or other appropriate Government official. All VA owned equipment will be labeled "Property of VAMC-NFSG". Equipment needing repair will be approved by the COR prior to repair. The Government shall not be held liable for the estimated or maximum equipment to be repaired nor will the contractor be entitled to an equitable adjustment in price

under the Government Property Clause of the executed contract. See Section D for listing of Government Property

**P. Demurrage Charges:** The contractor agrees that the use of cylinders (Ref: SON Para. D) is indefinite but not to exceed the term of the contract.

**Q. Infection Control:**

The Contractor shall comply with JC and NF/SGVAHS policies and procedures on infection control and infection surveillance. The Contractor employee health files shall contain a copy of the Contractor Staff Member's annual TB test results and Hepatitis B vaccination documentation. If a Contractor staff member refuses to either test, such refusal shall be documented in writing and shall be maintained in their file. All Contractor staff involved in the delivery, pickup and storage of home oxygen will be instructed on the importance of infection control and personal hygiene and their responsibilities in the infection control program. Procedures shall address personal hygiene, aseptic procedures, staff health and transmitted infections and appropriate cleaning, sanitation and storage of equipment. Appropriate staff shall be instructed in the identification, handling and disposal of hazardous and/or waste materials in a safe and sanitary manner in accordance with applicable laws and regulations.

Contractor staff members with contagious illnesses shall have no contact with patients or clean equipment. Exceptions would be Contractor staff members with a mild cold or similar condition. In such cases, gloves will be worn, and contact will be extremely limited.

Contractor staff members responsible for the delivery, setup, cleaning, repairs and/or storage of medical equipment shall be instructed in the safe and appropriate use of said equipment. Upon delivery, they shall provide appropriate instructions to the patient and/or caregiver regarding the safe and appropriate use of the equipment and basic home safety matters in regard to said equipment. This instruction shall include a return demonstration from the patient/caregiver showing that they understand what they were shown.

Any accidents or injuries related to equipment and safety management will be investigated by the Contractor. Equipment malfunctions resulting in any sentinel event such as serious injury or death will be reported to the manufacturer and the Chief of Prosthetics or COR within forty-eight (48) hours of the Contractor's knowledge of said event(s). The Contractor will promptly notify the PSAS of any hazards, defects or recalls by the manufacturer for any equipment purchased from the Contractor.

**R. Provision of Home Oxygen:**

The VA is to furnish the Contractor a roster of current patients fifteen (15) calendar days prior to the preceding of the contract. All deliveries (if there is a change of vendors) must be in place and operational within thirty (30) calendar days of the start of the contract. All initial deliveries must be done in a methodical sequence. Contractor is to provide a plan of installation to the Contracting Officer within five (5) calendar days after the start of the contract.

Installations will be completed in a systematic and methodical manner, i.e. all patients in any two/three counties per week. Setup of all patients in any given area must be completed before the beginning installation in another area. Upon completion of installation each patient is to begin using the equipment and cease using the incumbent's equipment. After completion of installation, the Contractor will immediately notify the NFSGVAHS who will, in turn, advise the incumbent Contractor to pick up their equipment.

Delivery/Setups are required to be made to the destination of the patient's residence within four (4) hours after discharge from the NF/SGVAHS Facility. New Home Oxygen Outpatient delivery/setups are required to be completed within twenty-four (24) hours after Contractor receives the script via fax. The Contractor shall contact the patient within two (2) hours after the receipt of the fax.

Upon delivery of oxygen refills, the Contractor shall inspect the patient's existing equipment and supplies, and clean, sterilize or replace same whenever necessary or required the awardee's contract.

Supplies: An amount of supplies provided shall be sufficient until next scheduled visit. The cost for supplies are at no additional charge and shall be included in the monthly or quarterly visit fee.

Daily: Heat and Moisture exchangers used with artificial airways (31/month)

Weekly: Aerosol system accessories (e.g. trach mask, tubing, large volume nebulizer); EZ-Wrap (or equivalent); Nasal Cannulas, Oxygen masks (e.g. Oxymask)

Monthly: 25 ft. or 50 ft. Green extension tubing with an equivalent section in reserve; Humidifier bottles; Water traps; cough and ventilator circuits with all connectors (plus additional spare in reserve)  
Replace when required: Thermal Fuses – Bidirectional (intended life is 4 years) and to be replaced if actuated or involved in a fire.; Oxygen tubing connection adaptors

The Contractor shall furnish cylinders called for under this contract that are only in accordance with the Interstate Commerce Commission Regulations and transport cylinders in accordance with Code of Federal Regulations (CFR) Part 49, U.S. Department of Transportation, including FDA. When more than Two (2) portable cylinders are in the home a rack/container to secure the cylinders will be provided at no additional charge to the Government. A carry-bag, shoulder or backpack will be provided based on the patient's physical condition and ability to carry the portable liquid or M6/B tank system with regulator/OCD at no additional charge.

#### S. Placement of Orders:

Ordering officers (OOs) will be authorized to place orders against this contract. The Contracting Officer (CO) will furnish the Contractor with the names of individuals authorized as OOs, by separate memorandum upon issuance of the contract. When OOs are added after award, the CO will furnish the Contractor with the names of individuals authorized as OOs, by memorandum upon OO appointment. OOs are responsible for issuing and administering orders placed under this contract. OOs have no authority to modify any term of this basic contract. Any deviation from the terms of the basic contract must be approved in writing by the CO responsible for this contract. The Contractor shall accept orders against this contract only from the CO and/or authorized OOs. Fulfilling orders from persons other than the CO or designated OO may result in loss or delay in payment for supplies/services provided under such orders.

Individual orders for Home Oxygen may be authorized by phone/fax/email by the following Ordering Officers appointed by the Contracting Officer in writing.

- Home Oxygen Coordinators, Clinical Respiratory Supervisor, Pulmonary Services Supervisors.

#### T. Hospital Discharge:

The Home Oxygen Coordinator will act as intermediary between discharging ward, oxygen contactor and patient/caregiver to facilitate time; date of oxygen delivery/setup in the patient's residence.



Upon discharge from hospital, the patient will be provided a portable E system by Respiratory to facilitate oxygen therapy while in transition to home. Portable system consists of one (1) E tank cylinder with regulator or OCD and nasal cannula. The number of cylinders provided will be sufficient to provide enough oxygen for travel to home and allow for equipment delivery and setup. The prescription received by the Contractor will notify Contractor that patient has been discharged with equipment so that items can be incorporated into patient's inventory of equipment/supplies.

The Contractor shall setup, adjust and instruct the patient and caregiver on all equipment that is being prescribed and instruct the patient in the proper use of equipment and supplies as necessary. The Contractor shall provide education to each patient and caregiver at the time of setup and assess the need for reinforcement during visits. This information is to be presented verbally, demonstrated and the material covered shall be in written form and left with the patient/caregiver and copies shall be kept at the Contractor's facility.

#### U. Safety:

At the time of initial setup and during home visits, the Contractor shall perform an assessment of the patient's home and environment, for safety concerns (i.e. proper storage of cylinders, signs of unsafe oxygen use as in smoking) including a Fall Risk Assessment, in accordance with JC Standards, and maintain documentation of assessments in the individual patient's file or folder. At the time of setup and during home visits, the Contractor shall ensure smoke alarms are present and test the alarms to ensure functionality. In the event the Contractor finds no smoke alarms present in the home, the Contractor shall contact the ordering Home Oxygen Clinic and COR or designee, in writing, so appropriate action can be taken.

The Contractor shall notify the ordering Home Oxygen Clinic and COR or designee during any home visit if the Contractor's staff determines that the presence of oxygen in the home presents such a danger that the oxygen must be removed, on in the initial case of setup, not placed in the residence.

The Contractor shall verbally notify the ordering home oxygen clinic, COR or designee immediately and in writing by the next business day of any unsafe conditions observed in the VA patient's home that preclude the installation or continuance of oxygen. Unsafe conditions may include, but are not limited to, storage placement issues, fire safety hazards, oxygen safety hazards, patient abuse by family and caregivers, or any instance that places the patient or Contractor's staff in immediate danger. The Contractor shall furnish written documentation of the safety hazard to the ordering Home Oxygen Clinic and COR or designee within one (1) business day of the incident.

The Contractor shall check the adequacy of the electrical outlets where any electrically powered oxygen equipment is plugged into in the patient's residence and immediately report unsafe conditions to the COR or designee. It is the patient's responsibility to have the appropriate electrical system in their residence. The NFSG/VAHS shall not be responsible or liable for any unsafe electrical conditions caused by the patient or the Contractor. Any alterations to the patient's residence will be the responsibility of the patient/caregiver.

The Contractor shall conduct a Fire Risk Assessment of all new patients who smoke. A reassessment is to be conducted when renewing an oxygen prescription, or at any time there is a change in the patient's oxygen prescription or equipment. The Government will alert the Contractor to those patients who are at high-risk for smoking while using oxygen. Checklists used by vendors for medical gas follow-up must, at minimum, cover the following items:

“No Smoking, Oxygen in Use” signs are provided and posted

Smoke alarm is present, and alarm sounds when tested

Patient has been instructed to shut off oxygen supply, remove cannula and wait for oxygen to dissipate from clothing, then go outside and smoke.

Verification that the patient has been instructed to test all smoke detectors monthly

Patient and family or cohabitants are given educational materials regarding the hazards of smoking and using an open flame near oxygen.

Thermal fuses are in place as required by AL18-01 and patient has been educated on proper usage.

**V. Maintenance and Back-Up Equipment:**

The Contractor is responsible for the inspection and maintenance of all equipment and supplies located in the patient's home. The Contractor shall comply with appropriate universal precautions in the cleaning and storage of oxygen systems and related equipment as required in the delivery, recovery and storage process.

Upon request the Contractor shall maintain a system for documenting the preventative maintenance, inspection, repair history of all equipment utilized for the provision of the home oxygen program. The Contractor shall provide, at no extra cost a stand, for a backup manual oxygen system, such as an “H” or “M” tank, for patient's prescribed home oxygen to provide a source of oxygen during electrical power failure. When a concentrator issued to the veteran is rented from the Contractor the cost for the above-mentioned backup systems shall be borne by the Contractor.

The Contractor will advise COR on defective equipment for proper disposal or repair. Equipment outside the warranty period will not normally be repaired when the repair cost is estimated to be more than ½ the value of the item. For VA owned equipment needing replacement or repair, they shall be replaced with VA owned equipment unless not available. Contractor owned equipment shall be replaced at the earliest with VA owned equipment within 30 days prior to the next invoice submission.

Equipment that has been determined as non-serviceable will be isolated from patient ready pending arrangements for proper disposal. The Contractor is not permitted to purchase this equipment.

**W. Invoice Submission:**

Invoices shall be submitted monthly to the NF/SGVAHS PSAS and received no later than the tenth (10) calendar day of the month following in which home oxygen was provided. The billing period will be from the first day of each month through the last day of the month. All invoices shall include the contract number, full and complete name of the patient, last four of the patient's social security number, servicing VAMC site, item HCPS code-item description, itemized items provided to include each item provided with quantities, cost and service date. In conjunction with the invoices the Contractor shall submit appropriate supporting documentation. To include: home environmental assessments; care plan, communication of patient rights and responsibilities, instructions on the care, use and maintenance of equipment; documentation of equipment checks, preventive maintenance, service report for each patient visited during the billing period; as well as itemized signed delivery tickets by a patient or patient representative for receipt of oxygen liquid fills, replacement cylinders, all equipment and supplies

received. Individual single monthly invoices for services performed shall be submitted for each veteran. Failure to provide “proof of delivery” via signed service, delivery tickets will result in non-payment.

An Invoice Summary will be provided for each VAMC site to include: total number of patients for that area, item description, item quantity total, item total price and a grand total for all individual invoices.

Overnight Oximetry shall be a separate itemized invoice listing all oximetry testing done for the month and submitted with the following information.

- Date of Test
- Veteran Full Name and Last 4
- Copy of test, to include all supporting documentation

For an initial or restart delivery a one-time setup fee will apply for delivery of all equipment ordered. (e.g. a VA-owned concentrator with portable B tank and H backup tank, a one-time setup fee will apply). Charges for refills of cylinders shall be submitted for each individual patient with the monthly invoices.

Invoices for equipment delivered to the VAMC Pulmonary Department or other VA locations, repair of VA-Owned equipment charges and other charges reviewed and approved by the COR which are not patient-specific, will be submitted on a separate detailed invoice, to include services provided thirty (30) days in arrears with supporting documentation, proof of delivery with signature of VA employee; equipment type, amount and charges and dates of service to be received no later than the 10th of each month.

The NF/SGVAHS will review equipment documentation and will not pay for supplies or equipment that was not prescribed for that Veteran/patient. Any service or delivery of equipment and supplies provided on an expired prescription is unauthorized and will not be paid. This includes excesses, without prior, case by case, authorization by the COR or ordering clinic. If it is evident that an unauthorized delivery made in a previous month was paid for by the VA, the contractor will refund the erroneously billed amounts to the VA.

At No-Time should a contractor or their representative bill third-party insurance sources for services rendered to Veteran/patient, enrolled under this contract. This will be considered fraudulent.

Payments shall be made monthly in arrears based upon the VAMC’s certification of properly submitted invoices. Invoices submitted for more than 31 days in arrears will not be paid. Payment cannot be made for services not yet rendered. The VA reserves the right to change the billing frequency and invoice format based on the needs of the NF/SGVAHS. Invoices for services rendered, oxygen, supplies and medical equipment ordered by the NF/SGVAHS preferably will be provided on CD-ROM disc, mailed or hand carried to the following address:

Malcom Randall VA Medical Center

Prosthetics & Sensory Aids Service (121)

1601 S.W. Archer Road

Gainesville, FL 32608

(352) 548-7181

No charge will be made by the Contractor after the effective date of expiration of the contract. If a change in vendors occurs, the Contractor shall have thirty (30) calendar days to pick up their equipment. The thirty (30) days will begin upon notification by the NF/SGVAHS' COR.

The Contractor shall not deliver or bill patients for oxygen use above what has been authorized. The Contractor is to notify the COR/CO within two (2) business days if a noticeable change in the patient's oxygen needs occurs. Changes will not be provided without prior authorization by phone, fax or email with updated authorization.

Failure to make an oxygen delivery due to inability to access the patient's residence because of missed appointment date/time will not result in added trip cost including "out of area" patients.

Prices quoted shall be all inclusive of deliveries and transportation within the fifty-one (51) county catchment areas, and equipment, safety inspections, repairs, maintenance, and in-service training for patients to include patient education.

#### **X. Contractor Security Requirements:**

Since access to the VA computer system is not required for the Contractor's staff, there is no mandate for security/background investigations for this purpose. Nevertheless, the Contractor shall carry out sufficient investigation of their staff members, and subcontractors to reduce the risk of hidden criminal background, or substantiated incidents of patient abuse/security/ethics/substance abuse, of their duties. Patients must not be placed at any such potential risk, which could impact on the safety of patients and the peace of mind of their families.

The Contractor shall be required to install public-key infrastructure (PKI) on their computer systems for encrypted messaging. The Contractor will be assisted by the NFSG/VAHS' Information Security Officer (ISO) and PKI will be required for any email correspondence involving patient information.

The contract shall be subject to the regulations issued by the Department of Health and Human Services, as mandated by the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Privacy Act of 1974. Federal Acquisition Regulations 52.224-1 Privacy Act Notification and 52.224-2 Privacy Act are provided in full text in the Addendum to FAR clause 52.212-4. The Contractor is not authorized to release any medical record information. In accordance with HIPAA, the Contractor will be required to enter into a Business Associate Agreement (BAA) with VHA. The VA is the sole entity authorized to release this information upon written request from the patient.

Business Associates must follow VHA privacy policies and practices. All Contractors and business associates must receive privacy training annually. For Contractors and business associates who do not have access to VHA computer systems, this requirement is met by completing the VHA National Policy Training, other VHA approved privacy training or Contractor furnished training that meets the requirement of the HHS Standards for Privacy of Individual Identifiable Health Information as determined by VHA. For Contractors and business associates who are granted access to VHA computer systems, this requirement is met by completing VHA Privacy Policy training. Proof of training is required. Contractors shall require its employees who have access to patient information to take annual privacy training at the Dept. of Veterans Affairs web site. The web site is available at <https://www.tms.va.gov/plateau/user/login.jsp>

All Contractors and Contractor personnel shall be subject to the same Federal laws, regulations, standards and VA policies as VA, and VA personnel, regarding information and information system security. Contractor must follow policies and procedures outlined in VA Directive 6500, Information Security Program and its handbooks to ensure appropriate security controls are in place. The procedures, responsibilities, and processes for implementing security per VA Handbook 6500.6 shall be followed and contractor will be required to sign attached Contractor Rules of Behavior Appendix D.

**B.3 PRICE COST SCHEDULE****Base Period January 1, 2020 to September 30, 2020**

ITEM NUMBER	DESCRIPTION OF SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	.5-liter Concentrator with backup system (rental/loaner) (Ref: SON- Para B.2)	400.00	EA		
0002	10 LPM concentrator with back up (rental/loaner) (Ref: SON- Para B.2)	200.00	EA		
0003	Set Up H/M tank back up for VA concentrators (Ref: SON- Para B.2)	2,000.00	EA		
0004	Refill/Switch out H/M back up tank to primary system (Ref: SON- Para B.2)	700.00	EA		
0005	Initial Setup/Restart of Equipment. (Ref: SON- Para B.2)	1,750.00	EA		
0006	Portable System Set-Up (Ref: SON- Para B.2)	16,400.00	MO		
0007	E Cylinder Refill (Ref: SON- Para B.2)	16,477.00	EA		
0008	D/C Cylinder Refill (Ref: SON- Para B.2)	4,450.00	EA		
0009	MB/B Cylinder Refill (Ref: SON- Para B.2)	24,500.00	EA		
0010	Conserver Nasal Cannula (ex: Oximyzzer- Pendant), Oxymask, “special order” (Ref: SON- Para B.2)	655.00	EA		
0011	Liquid Oxygen Reservoir (90-100 lb Base) (Ref: SON- Para B.2)	9,307.00	MO		
0012	Liquid Oxygen Portable System, Set-Up (Ref: SON- Para B.2)	9,800.00	MO		
0013	Liquid Oxygen Refill per pound (Ref: SON- Para B.2)	791,040.00	LB		
0014	Non-Invasive Positive Pressure Ventilation (NIPPV) (Ref: SON- Para B.2)	25.00	MO		

<b>0015</b>	Respiratory Care Practitioner (RCP) Emergent or per VAMC Special Request (Ref: SON- Para B.2)	80.00	EA	_____	_____
<b>0016</b>	VA Ventilator Including a backup ventilator, Set-Up (Ref: SON- Para B.2)	25.00	MO	_____	_____
<b>0017</b>	CPAP Machine (rental/loaner) (Ref: SON- Para B.2))	20.00	MO	_____	_____
<b>0018</b>	BIPAP Machine (rental/loaner) (Ref: SON- Para B.2)	20.00	MO	_____	_____
<b>0019</b>	50 PSI Air Compressor (rental/loaner) (Ref: SON- Para B.2)	40.00	MO	_____	_____
<b>0020</b>	Maintenance of VAMC Equipment/Quarterly Visit (Ref: SON- Para B.2)	9,250.00	EA	_____	_____
<b>0021</b>	Overnight Oximetry (Ref: SON- Para B.2)	2,500.00	EA	_____	_____
<b>0022</b>	Unscheduled Equipment Pickup (non-enrolled veterans) (Ref: SON- Para B.2)	150.00	EA	_____	_____
<b>0023</b>	VA Cough Assist Monthly visit and supplies (Ref: SON- Para B.2)	40.00	MO	_____	_____
<b>0024</b>	VA Ventilator with Backup Ventilator, Monthly visit and supplies (Ref: SON- Para B.2)	60.00	MO	_____	_____
				<b>BASE PERIOD TOTAL</b>	_____

**Option Year 1 October 1, 2020 to September 30, 2021**

ITEM NUMBER	DESCRIPTION OF SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	AMOUNT
<b>1001</b>	.5-liter Concentrator with backup system (rental/loaner) (Ref: SON- Para B.2)	400.00	EA	_____	_____

<b>1002</b>	10 LPM concentrator with back up (rental/loaner) (Ref: SON- Para B.2)	200.00	EA	_____	_____
<b>1003</b>	Set Up H/M tank back up for VA concentrators (Ref: SON- Para B.2)	2,000.00	EA	_____	_____
<b>1004</b>	Refill/Switch out H/M back up tank to primary system (Ref: SON- Para B.2)	700.00	EA	_____	_____
<b>1005</b>	Initial Setup/Restart of Equipment. (Ref: SON- Para B.2)	1,750.00	EA	_____	_____
<b>1006</b>	Portable System Set-Up (Ref: SON- Para B.2)	16,400.00	MO	_____	_____
<b>1007</b>	E Cylinder Refill (Ref: SON- Para B.2)	16,477.00	EA	_____	_____
<b>1008</b>	D/C Cylinder Refill (Ref: SON- Para B.2)	4,450.00	EA	_____	_____
<b>1009</b>	MB/B Cylinder Refill (Ref: SON- Para B.2)	24,500.00	EA	_____	_____
<b>1010</b>	Conserver Nasal Cannula (ex: Oximyzzer-Pendant), Oxymask, “special order” (Ref: SON- Para B.2)	655.00	EA	_____	_____
<b>1011</b>	Liquid Oxygen Reservoir (90-100 lb Base) (Ref: SON- Para B.2)	9,307.00	MO	_____	_____
<b>1012</b>	Liquid Oxygen Portable System, Set-Up (Ref: SON- Para B.2)	9,800.00	MO	_____	_____
<b>1013</b>	Liquid Oxygen Refill per pound (Ref: SON- Para B.2)	791,040.00	LB	_____	_____
<b>1014</b>	Non-Invasive Positive Pressure Ventilation (NIPPV) (Ref: SON- Para B.2)	25.00	MO	_____	_____
<b>1015</b>	Respiratory Care Practitioner (RCP) Emergent or per VAMC Special Request (Ref: SON- Para B.2))	80.00	EA	_____	_____
<b>1016</b>	VA Ventilator Including a backup ventilator, Set-Up (Ref: SON- Para B.2)	25.00	MO	_____	_____
<b>1017</b>	CPAP Machine (rental/loaner) (Ref: SON- Para B.2)	20.00	MO	_____	_____



<b>1018</b>	BIPAP Machine (rental/loaner) (Ref: SON- Para B.2)	20.00	MO	_____	_____
<b>1019</b>	50 PSI Air Compressor (rental/loaner) ((Ref: SON- Para B.2)	40.00	MO	_____	_____
<b>1020</b>	Maintenance of VAMC Equipment/Quarterly Visit (Ref: SON- Para B.2)	9,250.00	EA	_____	_____
<b>1021</b>	Overnight Oximetry (Ref: SON- Para B.2)	2,500.00	EA	_____	_____
<b>1022</b>	Unscheduled Equipment Pickup (non-enrolled veterans) (Ref: SON- Para B.2)	150.00	EA	_____	_____
<b>1023</b>	VA Cough Assist Monthly visit and supplies (Ref: SON- Para B.2)	300.00	MO	_____	_____
<b>1024</b>	VA Ventilator with Backup Ventilator, Monthly visit and supplies (Ref: SON- Para B.2)	380.00	MO	_____	_____
				<b>OPTION 1 TOTAL</b>	_____

**Option Year 2 October 1, 2021 to September 30, 2022**

ITEM NUMBER	DESCRIPTION OF SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	AMOUNT
<b>2001</b>	.5-liter Concentrator with backup system (rental/loaner) (Ref: SON- Para B.2)	400.00	EA	_____	_____
<b>2002</b>	10 LPM concentrator with back up (rental/loaner) (Ref: SON- Para B.2)	200.00	EA	_____	_____
<b>2003</b>	Set Up H/M tank back up for VA concentrators (Ref: SON- Para B.2)	2,000.00	EA	_____	_____
<b>2004</b>	Refill/Switch out H/M back up tank to primary system (Ref: SON- Para B.2)	700.00	EA	_____	_____
<b>2005</b>	Initial Setup/Restart of Equipment. (Ref: SON- Para B.2)	1,750.00	EA	_____	_____
<b>2006</b>	Portable System Set-Up (Ref: SON- Para B.2)	16,400.00	MO	_____	_____

<b>2007</b>	E Cylinder Refill (Ref: SON- Para B.2)	16,477.00	EA	_____	_____
<b>2008</b>	D/C Cylinder Refill (Ref: SON- Para B.2)	4,450.00	EA	_____	_____
<b>2009</b>	MB/B Cylinder Refill (Ref: SON- Para B.2)	24,500.00	EA	_____	_____
<b>2010</b>	Conserver Nasal Cannula (ex: Oximyzzer- Pendant), Oxymask, “special order” (Ref: SON- Para B.2)	655.00	EA	_____	_____
<b>2011</b>	Liquid Oxygen Reservoir (90-100 lb Base) (Ref: SON- Para B.2)	9,307.00	MO	_____	_____
<b>2012</b>	Liquid Oxygen Portable System, Set-Up (Ref: SON- Para B.2)	9,800.00	MO	_____	_____
<b>2013</b>	Liquid Oxygen Refill per pound (Ref: SON- Para B.2)	791,040.00	LB	_____	_____
<b>2014</b>	Non-Invasive Positive Pressure Ventilation (NIPPV) (Ref: SON- Para B.2)	25.00	MO	_____	_____
<b>2015</b>	Respiratory Care Practitioner (RCP) Emergent or per VAMC Special Request (Ref: SON- Para B.2))	80.00	EA	_____	_____
<b>2016</b>	VA Ventilator Including a backup ventilator, Set- Up (Ref: SON- Para B.2)	25.00	MO	_____	_____
<b>2017</b>	CPAP Machine (rental/loaner) (Ref: SON- Para B.2)	20.00	MO	_____	_____
<b>2018</b>	BIPAP Machine (rental/loaner) (Ref: SON- Para B.2)	20.00	MO	_____	_____
<b>2019</b>	50 PSI Air Compressor (rental/loaner) ((Ref: SON- Para B.2)	40.00	MO	_____	_____
<b>2020</b>	Maintenance of VAMC Equipment/Quarterly Visit (Ref: SON- Para B.2)	9,250.00	EA	_____	_____
<b>2021</b>	Overnight Oximetry (Ref: SON- Para B.2)	2,500.00	EA	_____	_____
<b>2022</b>	Unscheduled Equipment Pickup (non-enrolled veterans)	150.00	EA	_____	_____

	(Ref: SON- Para B.2)				
<b>2023</b>	VA Cough Assist Monthly visit and supplies (Ref: SON- Para B.2)	300.00	MO	_____	_____
<b>2024</b>	VA Ventilator with Backup Ventilator, Monthly visit and supplies (Ref: SON- Para B.2)	380.00	MO	_____	_____
				<b>OPTION 2 TOTAL</b>	_____

**Option Year 3 October 1, 2022 to September 30, 2023**

ITEM NUMBER	DESCRIPTION OF SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	AMOUNT
<b>3001</b>	.5-liter Concentrator with backup system (rental/loaner) (Ref: SON- Para B.2)	400.00	EA	_____	_____
<b>3002</b>	10 LPM concentrator with back up (rental/loaner) (Ref: SON- Para B.2)	200.00	EA	_____	_____
<b>3003</b>	Set Up H/M tank back up for VA concentrators (Ref: SON- Para B.2)	2,000.00	EA	_____	_____
<b>3004</b>	Refill/Switch out H/M back up tank to primary system (Ref: SON- Para B.2)	700.00	EA	_____	_____
<b>3005</b>	Initial Setup/Restart of Equipment. (Ref: SON- Para B.2))	1,750.00	EA	_____	_____
<b>3006</b>	Portable System Set-Up (Ref: SON- Para B.2)	16,400.00	MO	_____	_____
<b>3007</b>	E Cylinder Refill (Ref: SON- Para B.2)	16,477.00	EA	_____	_____
<b>3008</b>	D/C Cylinder Refill (Ref: SON- Para B.2)	4,450.00	EA	_____	_____
<b>3009</b>	MB/B Cylinder Refill (Ref: SON- Para B.2)	24,500.00	EA	_____	_____
<b>3010</b>	Conserver Nasal Cannula (ex: Oximyzzer- Pendant), Oxymask, “special order” (Ref: SON- Para B.2))	655.00	EA	_____	_____
<b>3011</b>	Liquid Oxygen Reservoir (90-100 lb Base) (Ref: SON- Para B.2)	9,307.00	MO	_____	_____

<b>3012</b>	Liquid Oxygen Portable System, Set-Up (Ref: SON- Para B.2)	9,800.00	MO	_____	_____
<b>3013</b>	Liquid Oxygen Refill per pound (Ref: SON- Para B.2)	791,040.00	LB	_____	_____
<b>3014</b>	Non-Invasive Positive Pressure Ventilation (NIPPV) (Ref: SON- Para B.2)	25.00	MO	_____	_____
<b>3015</b>	Respiratory Care Practitioner (RCP) Emergent or per VAMC Special Request (Ref: SON- Para B.2)	80.00	EA	_____	_____
<b>3016</b>	VA Ventilator Including a backup ventilator, Set-Up (Ref: SON- Para B.2)	25.00	MO	_____	_____
<b>3017</b>	CPAP Machine (rental/loaner) (Ref: SON- Para B.2)	20.00	MO	_____	_____
<b>3018</b>	BIPAP Machine (rental/loaner) (Ref: SON- Para B.2)	20.00	MO	_____	_____
<b>3019</b>	50 PSI Air Compressor (rental/loaner) (Ref: SON- Para B.2)	40.00	MO	_____	_____
<b>3020</b>	Maintenance of VAMC Equipment/Quarterly Visit (Ref: SON- Para B.2)	9,250.00	EA	_____	_____
<b>3021</b>	Overnight Oximetry (Ref: SON- Para B.2)	2,500.00	EA	_____	_____
<b>3022</b>	Unscheduled Equipment Pickup (non-enrolled veterans) (Ref: SON- Para B.2))	150.00	EA	_____	_____
<b>3023</b>	VA Cough Assist Monthly visit and supplies (Ref: SON- Para B.2)	300.00	MO	_____	_____
<b>3024</b>	VA Ventilator with Backup Ventilator, Monthly visit and supplies (Ref: SON- Para B.2)	380.00	MO	_____	_____
				<b>OPTION 3 TOTAL</b>	_____

**Option Year 4 October 1, 2023 to September 30, 2024**

ITEM NUMBER	DESCRIPTION OF SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	AMOUNT
4001	.5-liter Concentrator with backup system (rental/loaner) (Ref: SON- Para B.2)	400.00	EA		
4002	10 LPM concentrator with back up (rental/loaner) (Ref: SON- Para B.2)	200.00	EA		
4003	Set Up H/M tank back up for VA concentrators (Ref: SON- Para B.2)	2,000.00	EA		
4004	Refill/Switch out H/M back up tank to primary system (Ref: SON- Para B.2)	700.00	EA		
4005	Initial Setup/Restart of Equipment. (Ref: SON- Para B.2)	1,750.00	EA		
4006	Portable System Set-Up (Ref: SON- Para B.2))	16,400.00	MO		
4007	E Cylinder Refill (Ref: SON- Para B.2)	16,477.00	EA		
4008	D/C Cylinder Refill (Ref: SON- Para B.2)	4,450.00	EA		
4009	MB/B Cylinder Refill (Ref: SON- Para B.2)	24,500.00	EA		
4010	Conserver Nasal Cannula (ex: Oximyzzer- Pendant), Oxymask, “special order” (Ref: SON- Para B.2)	655.00	EA		
4011	Liquid Oxygen Reservoir (90-100 lb Base) (Ref: SON- Para B.2)	9,307.00	MO		
4012	Liquid Oxygen Portable System, Set-Up (Ref: SON- Para B.2)	9,800.00	MO		
4013	Liquid Oxygen Refill per pound (Ref: SON- Para B.2)	791,040.00	LB		
4014	Non-Invasive Positive Pressure Ventilation (NIPPV) (Ref: SON- Para B.2)	25.00	MO		
4015	Respiratory Care Practitioner (RCP)	80.00	EA		

	Emergent or per VAMC Special Request (Ref: SON- Para B.2)				
<b>4016</b>	VA Ventilator Including a backup ventilator, Set- Up (Ref: SON- Para B.2)	25.00	EA	_____	_____
<b>4017</b>	CPAP Machine (rental/loaner) (Ref: SON- Para B.2)	20.00	MO	_____	_____
<b>4018</b>	BIPAP Machine (rental/loaner) (Ref: SON- Para B.2)	20.00	MO	_____	_____
<b>4019</b>	50 PSI Air Compressor (rental/loaner) (Ref: SON- Para B.2)	40.00	MO	_____	_____
<b>4020</b>	Maintenance of VAMC Equipment/Quarterly Visit (Ref: SON- Para B.2)	9,250.00	EA	_____	_____
<b>4021</b>	Overnight Oximetry (Ref: SON- Para B.2)	2,500.00	EA	_____	_____
<b>4022</b>	Unscheduled Equipment Pickup (non-enrolled veterans) (Ref: SON- Para B.2)	150.00	EA	_____	_____
<b>4023</b>	VA Cough Assist Monthly visit and supplies (Ref: SON- Para B.2)	300.00	MO	_____	_____
<b>4024</b>	VA Ventilator with Backup Ventilator, Monthly visit and supplies (Ref: SON- Para B.2)	380.00	MO	_____	_____
				<b>OPTION 4 TOTAL</b> _____	

**GRAND  
TOTAL**

\$ \_\_\_\_\_

## SECTION C - CONTRACT CLAUSES

### C.1 52.212-4 CONTRACT TERMS AND CONDITIONS—COMMERCIAL ITEMS (OCT 2018)

(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, 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 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) [Reserved]

(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)

## **C.2 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 as “Ordering Officials” in the anticipated contract. Such orders may be issued from the effective date of the contract through end of the effective period.

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

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

(End of Clause)

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

(a) *Minimum order.* When the Government requires supplies or services covered by this contract in an amount of less than \$50.00 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 \$250,000.00;

(2) Any order for a combination of items in excess of \$20,000,000.00 or

(3) A series of orders from the same ordering office within one (1) 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 one (1) day after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of Clause)

#### **C.4 52.216-21 REQUIREMENTS (OCT 1995)**

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

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

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

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

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

(f) Any order issued during the 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 effective period.

(End of Clause)

## **C.5 52.216-22 INDEFINITE QUANTITY (OCT 1995)**

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

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

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

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

(End of Clause)

## **C.6 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)**

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within fifteen (15) days.

Note: The specified rates under this clause will be those rates in effect under the last contract period in effect at the time this clause is exercised.

(End of Clause)

## **C.7 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)**

(a) The Government may extend the term of this contract by written notice to the Contractor within thirty (30) days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least sixty (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.8 52.232-19 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR (APR 1984)**

Funds are not presently available for performance under this contract beyond the base period of performance. 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 the current period of performance, 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.

## **C.9 52.245-1 GOVERNMENT PROPERTY (JAN 2017)**

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

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

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

*Contractor inventory* means—

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

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

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

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

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

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

(3) A separate and complete major industrial operation.

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

*Unit acquisition cost* means—

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

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

(b) *Property management.*

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

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

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

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

(c) *Use of Government property.*

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

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

- (i) Reasonable and necessary due to the scope of work under this contract or its terms and conditions;
- (ii) Required for normal maintenance; or
- (iii) Otherwise authorized by the Contracting Officer.

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

(d) *Government-furnished property.*

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

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

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

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

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

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

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

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

(C) Withdraw authority to use property.

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

(e) *Title to Government property.* (1) All Government-furnished property and all property acquired by the Contractor, title to which vests in the Government under this paragraph (collectively referred to as "Government property"), is subject to the provisions of this clause. The Government shall retain title to all Government-furnished property. Title to Government property shall not be affected by its incorporation into or attachment to any property not owned by the Government, nor shall Government property become a fixture or lose its identity as personal property by being attached to any real property.

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

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

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

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

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

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

(f) *Contractor plans and systems.*

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

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

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

(A) *Government-furnished property.* The Contractor shall furnish a written statement to the Property Administrator containing all relevant facts, such as cause or condition and a recommended course(s) of

action, if overages, shortages, or damages and/or other discrepancies are discovered upon receipt of Government-furnished property.

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

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

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

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

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

(3) Unit acquisition cost.

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

(5) Unit of measure.

(6) Accountable contract number or equivalent code designation.

(7) Location.

(8) Disposition.

(9) Posting reference and date of transaction.

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

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

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

(v) *Subcontractor control.*

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

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

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

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

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

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

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

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

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

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

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

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

(viii) *Utilizing Government property.*

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

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

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

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

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

(g) Systems analysis.

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

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

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

(h) *Contractor Liability for Government Property.*

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

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

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

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

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

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

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

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

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

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

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

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

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

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

*(1) Predisposal requirements.*

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

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

*(2) Inventory disposal schedules.*

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

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

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

(C) Termination inventory.

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

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

(A) Special test equipment with commercial components;

(B) Special test equipment without commercial components;

(C) Printing equipment;

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

(E) Precious metals in raw or bulk form;

(F) Nonnuclear hazardous materials or hazardous wastes; or

(G) Nuclear materials or nuclear wastes.

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



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

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

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

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

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

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

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

*(3) Submission requirements.*

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

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

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

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

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

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

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

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

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

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

*(6) Storage.*

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

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

*(7) Disposition instructions.*

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

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

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

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

*(k) Abandonment of Government property.*

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

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

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

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

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

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

(End of Clause)

## **C.10 52.245-9 USE AND CHARGES (APR 2012)**

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

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

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

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

- (1) Contracts with the Government that specifically authorize such use without charge;
- (2) Subcontracts of any tier under Government prime contracts if the Contracting Officer having cognizance of the prime contract—
  - (i) Approves a subcontract specifically authorizing such use; or
  - (ii) Otherwise authorizes such use in writing; and
- (3) Other work, if the Contracting Officer specifically authorizes in writing use without charge for such work.

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

(d) General.

(1) Rental requests shall be submitted to the Administrative Contracting Officer (ACO), identify the property for which rental is requested, propose a rental period, and compute an estimated rental charge by using the Contractor's best estimate of rental time in the formulae described in paragraph (e) of this clause.

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

(e) Rental charge. —

(1) Real property and associated fixtures.

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

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

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

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

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

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

(f) Rental payments.

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

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

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

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

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

(End of Clause)

## **C.11 VAAR 852.215-71 EVALUATION FACTOR COMMITMENTS (DEC 2009)**

The offeror agrees, if awarded a contract, to use the service-disabled veteran-owned small businesses or veteran-owned small businesses proposed as subcontractors in accordance with 852.215-70, Service-Disabled Veteran-Owned and Veteran-Owned Small Business Evaluation Factors, or to substitute one or more service-disabled veteran-owned small businesses or veteran-owned small businesses for subcontract work of the same or similar value.

(End of Clause)

## **C.12 VAAR 852.219-75 SUBCONTRACTING COMMITMENTS MONITORING AND COMPLIANCE (JUL 2018)**

(a) This solicitation includes the clause: 852.215-70 Service-disabled veteran-owned and veteran-owned small business evaluation factors. Accordingly, any contract resulting from this solicitation will include the clause 852.215-71 Evaluation factor commitments.

(b) The Contractor is advised that in performing contract administration functions, the Contracting Officer may use the services of a support contractor(s) to assist in assessing Contractor compliance with the subcontracting commitments incorporated into the contract. To that end, the support contractor(s) may require access to the Contractor's business records or other proprietary data to review such business records regarding contract compliance with this requirement.

(c) 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 Contracting Officer in assessing the Contractor for compliance are protected to ensure information or data is not improperly disclosed or other impropriety occurs.

(d) 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 Contracting Officer to assess the Contractor compliance with the subcontracting commitments.

(End of Clause)

### **C.13 VAAR 852.237-70 CONTRACTOR RESPONSIBILITIES (APR 1984)**

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

(End of Clause)

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

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

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

### **C.14 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)

<b><u>FAR Number</u></b>	<b><u>Title</u></b>	<b><u>Date</u></b>
52.204-9	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL	JAN 2011
52.204-18	COMMERCIAL AND GOVERNMENT ENTITY CODE MAINTENANCE	JUL 2016
52.232-40	PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS	DEC 2013
52.237-3	CONTINUITY OF SERVICES	JAN 1991
52.224-1	PRIVACY ACT NOTIFICATION	APRIL 1984
52.224-2	PRIVACY NOTIFICATION	APRIL 1984
52.245-1	GOVERNMENT PROPERTY ALTERNATE I	JAN 2017

(End of Addendum to 52.212-4)

## **C.15 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS—COMMERCIAL ITEMS (MAY 2019)**

(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) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (JAN 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(2) 52.204–23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (Jul 2018) (Section 1634 of Pub. L. 115–91).

(3) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (NOV 2015).

(4) 52.233-3, Protest After Award (Aug 1996) (31 U.S.C. 3553).

(5) 52.233-4, Applicable Law for Breach of Contract Claim (Oct 2004) (Public Laws 108-77 and 108-78 (19 U.S.C. 3805 note)).

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

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

☐ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (OCT 2015) (41 U.S.C. 3509).

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

☐ (4) 52.204–10, Reporting Executive Compensation and First-Tier Subcontract Awards (Oct 2018) (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 (Oct 2018) (41 U.S.C. 2313).

☐ (10) [Reserved]

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

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

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

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

☐ (13) [Reserved]

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

☐ (ii) Alternate I (NOV 2011).

☐ (iii) Alternate II (NOV 2011).

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

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

☐ (iii) Alternate II (Mar 2004) of 52.219-7.

☐ (16) 52.219-8, Utilization of Small Business Concerns (Oct 2018) (15 U.S.C. 637(d)(2) and (3)).

☐ (17)(i) 52.219-9, Small Business Subcontracting Plan (AUG 2018) (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 (JAN 2017) of 52.219-9.

☐ (v) Alternate IV (AUG 2018) 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 (JAN 2017) (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 (JAN 2018) (E.O. 13126).

☐ (27) 52.222-21, Prohibition of Segregated Facilities (APR 2015).

☐ (28)(i) 52.222-26, Equal Opportunity (SEP 2016) (E.O. 11246).

☐ (ii) Alternate I (FEB 1999) of 52.222-26.

☐ (29)(i) 52.222-35, Equal Opportunity for Veterans (OCT 2015) (38 U.S.C. 4212).

☐ (ii) Alternate I (JULY 2014) of 52.222-35.

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

☐ (ii) Alternate I (JULY 2014) of 52.222-36.

☐ (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 (JAN 2019) (22 U.S.C. chapter 78 and E.O. 13627).

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

☐ (34) 52.222-54, Employment Eligibility Verification (OCT 2015). (E. O. 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

☐ (46) 52.225-1, Buy American—Supplies (MAY 2014) (41 U.S.C. chapter 83).

☐ (47)(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.

☐ (48) 52.225-5, Trade Agreements (AUG 2018) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

☒ (49) 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).

☐ (50) 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).

☐ (51) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

☐ (52) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

☐ (53) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

☐ (54) 52.232-30, Installment Payments for Commercial Items (JAN 2017) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

☒ (55) 52.232-33, Payment by Electronic Funds Transfer—System for Award Management (Oct 2018) (31 U.S.C. 3332).

☐ (56) 52.232-34, Payment by Electronic Funds Transfer—Other than System for Award Management (Jul 2013) (31 U.S.C. 3332).

☐ (57) 52.232-36, Payment by Third Party (MAY 2014) (31 U.S.C. 3332).

☐ (58) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).

☐ (59) 52.242-5, Payments to Small Business Subcontractors (JAN 2017)(15 U.S.C. 637(d)(13)).

☐ (60)(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.

☐ (iii) Alternate II (FEB 2006) 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 (AUG 2018) (41 U.S.C. chapter 67).

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

☐ (4) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards—Price Adjustment (Multiple Year and Option Contracts) (AUG 2018) (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).

(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) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (JAN 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(iii) 52.204–23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (Jul 2018) (Section 1634 of Pub. L. 115–91).

(iv) 52.219–8, Utilization of Small Business Concerns (Oct 2018) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$700,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219–8 in lower tier subcontracts that offer subcontracting opportunities.

(v) 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.

- (vi) 52.222-21, Prohibition of Segregated Facilities (APR 2015).
  - (vii) 52.222-26, Equal Opportunity (SEP 2016) (E.O. 11246).
  - (viii) 52.222-35, Equal Opportunity for Veterans (OCT 2015) (38 U.S.C. 4212).
  - (ix) 52.222-36, Equal Opportunity for Workers with Disabilities (JUL 2014) (29 U.S.C. 793).
  - (x) 52.222-37, Employment Reports on Veterans (FEB 2016) (38 U.S.C. 4212).
  - (xi) 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.
  - (xii) 52.222-41, Service Contract Labor Standards (AUG 2018) (41 U.S.C. chapter 67).
  - (xiii)(A) 52.222-50, Combating Trafficking in Persons (JAN 2019) (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).
  - (xiv) 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).
  - (xv) 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).
  - (xvi) 52.222-54, Employment Eligibility Verification (OCT 2015) (E. O. 12989).
  - (xvii) 52.222-55, Minimum Wages Under Executive Order 13658 (DEC 2015).
  - (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)

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

### **D.1 CONTRACTOR REQUIRED DOCUMENTS**

See Attached Documents:

Attachment 1: Past Performance Questionnaire

Attachment 2: Government Owned Equipment /Government Furnished Property (GFP)

#### **Tiered Evaluation:**

The evaluation of offers received in response to the solicitation will use a tiered or cascading order of precedence. “Tiered evaluation of offers,” also known as “cascading evaluation of offers,” is a procedure used in negotiated acquisitions when market research is inconclusive for justifying limiting competition to small business concerns or sub-categories of small business concerns. The contracting officer—

(1) Solicits offers from both SDVOSB and VOSB small business concerns that will be evaluated in the following tier order:

(a) service-disabled veteran-owned small business (SDVOSB);

(b) veteran-owned small business (VOSB);

(2) If an award or a sufficient number of awards cannot be made at the first tier, evaluation of offers will proceed at the next lower tier until an award or a sufficient number of awards can be made.

## SECTION E - SOLICITATION PROVISIONS

### E.1 52.212-1 INSTRUCTIONS TO OFFERORS—COMMERCIAL ITEMS (OCT 2018)

(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, including alternative line items (provided that the alternative line items are consistent with subpart 4.10 of the Federal Acquisition Regulation), or alternative 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 \$10,000, and offers of \$10,000 or less if the solicitation requires the Contractor to be registered in the System for Award Management (SAM).) 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) [Reserved]

(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.

(End of Provision)

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

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

Paragraph (a) is hereby supplemented with the following:

## **INSTRUCTIONS FOR PROPOSAL SUBMISSION**

### **A. Submission of Proposals:**

1. Contractors shall e-mail questions regarding the RFP by November 4, 2019, 4:30 P.M. ET to: Scott Brickey, Contract Specialist at [scott.brickey@va.gov](mailto:scott.brickey@va.gov) regarding the RFP.
2. Answers to questions will be addressed via an amendment to the RFP and will be posted to <https://www.fbo.gov>
3. Proposals shall be submitted electronically by the due date and time located in block 8 of the SF1449. Electronic proposals shall be submitted in two (2) volumes to the attention of Scott Brickey at [scott.brickey@va.gov](mailto:scott.brickey@va.gov). Submit using 12 Pitch Font only.
4. It is the responsibility of the Offeror to follow up to ensure that the proposal was received no later than the due date and time of the RFP.
5. Technical Capability/Delivery and Past Performance shall be submitted as Volume 1, and not more than twenty (20) pages total.
6. The price proposal shall be submitted as a separate document submitted as Volume 2, per Section B.3.
7. Responses shall be on an all or none bases, no partial submission. The Government reserves the right to make no award at all.

### **1. EVALUATION FACTORS**

- a. The Government intends to award a fixed price with estimated quantities Requirements type contract for Home Oxygen in accordance with all terms, conditions, provisions, specifications, and schedules of this solicitation herein. The Government anticipates a single award for this acquisition. The evaluation factors will be applied to all proposals in the same manner. Each proposal will be evaluated strictly in accordance with its content and the Government will not assume that performance will include areas not specified in the offeror's proposal. The Offeror shall demonstrate an understanding of the requirements of the statement of need (SON) and submit a proposal that will meet those objectives. Proposals will be evaluated based on the offerors proposed approach to perform the work described herein.
- b. Award will be made based on "best value" evaluation procedures and to the proposal that is determined to be the most advantageous to the Government. Technical Capability/Delivery, Corporate Experience, Past Performance and Price are the evaluation factors. Technical Capability/Delivery, Corporate Experience and Past Performance when combined, are significantly more important than Price. However, price could become the determining factor, if the non-price factors are determined to be equal.
- c. To provide a basis for sound evaluation by the government, Offerors shall submit a complete proposal. The information provided shall be concise, factual, and complete. Proposals will be

considered only from Offerors that are regularly established in the applicable business sector, and in the judgment of the government, are deemed financially responsible and able to show evidence of experience.

- d. The factors are in descending order of importance. Sub-factors within the primary factors are of equal importance. The following evaluation factors and sub-factors will be used to evaluate each proposal:
2. **FACTOR 1: Technical Capability & Delivery:** Offeror overall technical capability and delivery experience providing home oxygen.
    - a. **Sub-factor A:** Offerors shall provide a Quality Assurance Plan (QAP) per SON section “Quality Assurance, Coordination, Supervision and Evaluation of Care”.
    - b. **Sub-factor B:** Proposed Equipment, Installation/Set-up, Delivery and inventory plan per SON section “Patient Assessment”
    - c. **Sub-factor C:** Provide a narrative demonstrating capability of providing patient/care giver education and training as per SON section “Care Planning”
    - d. **Sub-factor D:** Provide an Emergency Response Contingency Plan as required by Joint Commission Standards and per SON section “Emergency”
    - e. **Sub-factor E:** Provide GFP management plan per SON section O.
  3. **FACTOR 2: Corporate Experience:** Offeror overall experience providing home oxygen.
    - a. **Sub-factor A:** Offeror shall provide evidence of at least five (5) calendar years’ experience in successfully administering home oxygen, aerosol therapy to adult and geriatric patients and experience in providing home oxygen equipment and supplies for gas O<sub>2</sub>, liquid O<sub>2</sub> and ventilators portable and stationary concentrators, CPAP/BIPAP, cough assists and ventilators as per the SON section “Contractor Qualifications”. Offeror must demonstrate recent and relevant experience.
      1. **Recent Means:** Within the last five (5) calendar years.
      2. **Relevant Means:** Within business industry(s) applicable to the statement of need and applicable NAICS code, and within same scope -or such like- and complexity
  4. **FACTOR 3: Past Performance:** Offeror shall demonstrate their relevance of past performance in Home Oxygen with adherence to the below:
    - a. **Sub-factor A:** Provide a minimum of three (3) references from recent or current VA Medical Centers, other Government agencies and/or other commercial healthcare entities they have provided same or similar products who would have firsthand knowledge of offerors’ performance.
    - b. **Sub-factor B:** Offerors shall send out the questionnaire to each Assessor. Assessors shall submit completed surveys directly to the Contract Specialist (CS). Completed surveys must be received prior to solicitation closing date. \* It is the offerors’ responsibility to ensure that questionnaires are received by the CS prior to the closing date/time of the solicitation.

**Note:** The Government will use the attached Past Performance Questionnaire (Section D of the solicitation) including information obtained from the Contractor Performance Assessment Reporting System (CPARS) and any other sources deemed appropriate to evaluate offerors past performance.

**FACTOR 4: Price:** Prices shall be submitted on a separate document submitted as volume 1 as specified in Section B.3, Price/Cost Schedule for each contract line item number (CLIN), including all option years. The Government will review the price schedule for completeness and accuracy and will evaluate the reasonableness of the proposed prices. Offerors are required to price the base year and four (4) - one (1) year options. Evaluation of options shall not obligate the Government to exercise the options.

(End of Addendum to 52.212-1)

## **E.2 52.216-1 TYPE OF CONTRACT (APR 1984)**

The Government contemplates award of a Fixed-Price, with estimated quantities Requirements type contract resulting from this solicitation.

(End of Provision)

## **E.3 VAAR 852.215-70 SERVICE-DISABLED VETERAN-OWNED AND VETERAN-OWNED SMALL BUSINESS EVALUATION FACTORS (JUL 2016)(DEVIATION)**

(a) In an effort to achieve socioeconomic small business goals, depending on the evaluation factors included in the solicitation, VA shall evaluate offerors based on their service-disabled veteran-owned or veteran-owned small business status and their proposed use of eligible service-disabled veteran-owned small businesses and veteran-owned small businesses as subcontractors.

(b) Eligible service-disabled veteran-owned offerors will receive full credit, and offerors qualifying as veteran-owned small businesses will receive partial credit for the Service-Disabled Veteran-Owned and Veteran-owned Small Business Status evaluation factor. To receive credit, an offeror must be registered and verified in Vendor Information Pages (VIP) database (<https://www.vip.vetbiz.gov>).

(c) Non-veteran offerors proposing to use service-disabled veteran-owned small businesses or veteran-owned small businesses as subcontractors will receive some consideration under this evaluation factor. Offerors must state in their proposals the names of the SDVOSBs and VOSBs with whom they intend to subcontract and provide a brief description of the proposed subcontracts and the approximate dollar values of the proposed subcontracts. In addition, the proposed subcontractors must be registered and verified in the VetBiz.gov VIP database (<https://www.vip.vetbiz.gov>).

(End of Provision)

## **E.4 VAAR 852.219-74 LIMITATIONS ON SUBCONTRACTING—MONITORING AND COMPLIANCE (JUL 2018)**

(a) This solicitation includes FAR 52.219-4 Notice of Price Evaluation Preference for HubZone Small Business Concerns.

(b) Accordingly, any contract resulting from this solicitation is subject to the limitation on subcontracting requirements in 13 CFR 125.6, or the limitations on subcontracting requirements in the

FAR clause, as applicable. The Contractor is advised that in performing contract administration functions, the Contracting Officer 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.

(c) 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 Contracting Officer in assessing the Contractor for compliance are protected to ensure information or data is not improperly disclosed or other impropriety occurs.

(d) 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 Contracting Officer to assess the Contractor's compliance with the limitations on subcontracting or percentage of work performance requirement.

(End of Clause)

## **E.5 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)**

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

<http://www.acquisition.gov/far/index.html>  
<http://www.va.gov/oal/library/vaar/>

(End of Provision)

## **E.6 52.212-2 EVALUATION—COMMERCIAL ITEMS (OCT 2014)**

(a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors shall be used to evaluate offers:

Technical Capability & Delivery

Corporate Experience

Past Performance

Price

Technical Capability/ Delivery, Corporate Experience and Past Performance, when combined, are significantly more important than price.

(b) *Options*. The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s).

(c) A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

(End of Provision)

## **E.7 52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS— COMMERCIAL ITEMS (OCT 2018)**

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

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

*Economically disadvantaged women-owned small business (EDWOSB) concern* means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States and who are economically disadvantaged in accordance with 13 CFR part 127. It automatically qualifies as a women-owned small business eligible under the WOSB Program.

*Forced or indentured child labor* means all work or service—

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

*Highest-level owner* means the entity that owns or controls an immediate owner of the offeror, or that owns or controls one or more entities that control an immediate owner of the offeror. No entity owns or exercises control of the highest-level owner.

*Immediate owner* means an entity, other than the offeror, that has direct control of the offeror. Indicators of control include, but are not limited to, one or more of the following: Ownership or interlocking management, identity of interests among family members, shared facilities and equipment, and the common use of employees.

*Inverted domestic corporation* means a foreign incorporated entity that meets the definition of an inverted domestic corporation under 6 U.S.C. 395(b), applied in accordance with the rules and definitions of 6 U.S.C. 395(c).

*Manufactured end product* means any end product in product and service codes (PSCs) 1000-9999, except—

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

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

*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.

(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 in SAM.

(2) The offeror has completed the annual representations and certifications electronically in SAM accessed through <http://www.sam.gov>. After reviewing SAM 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), at the time this offer is submitted 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.


*[List as necessary]*

(3) *Buy American—Free Trade Agreements—Israeli Trade Act Certificate, Alternate II.* If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled “Buy American—Free Trade Agreements—Israeli Trade Act”:

## Canadian or Israeli End Products:

Line Item No.	Country of Origin


*[List as necessary]*

(4) *Buy American—Free Trade Agreements—Israeli Trade Act Certificate, Alternate III.* If Alternate III to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Korean, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled “Buy American—Free Trade Agreements—Israeli Trade Act”:

Free Trade Agreement Country End Products (Other than Bahrainian, Korean, Moroccan, Omani, Panamanian, or Peruvian End Products) or Israeli End Products:

Line Item No.	Country of Origin


*[List as necessary]*

(5) *Trade Agreements Certificate*. (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(5)(ii) of this provision, is a U.S.-made or designated country end product, as defined in the clause of this solicitation entitled "Trade Agreements".

(ii) The offeror shall list as other end products those end products that are not U.S.-made or designated country end products.

Other End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

[List as necessary]

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated country end products without regard to the restrictions of the Buy American statute. The Government will consider for award only offers of U.S.-made or designated country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) *Certification Regarding Responsibility Matters* (Executive Order 12689). (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals—

(1) ☐ Are, ☐ are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(2) ☐ Have, ☐ have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property;

(3) ☐ Are, ☐ are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses enumerated in paragraph (h)(2) of this clause; and

(4) ☐ Have, ☐ have not, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,500 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
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(2) *Certification. [If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.]*

[ ] (i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

☐ (ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(j) *Place of manufacture.* (Does not apply unless the solicitation is predominantly for the acquisition of manufactured end products.) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly—

(1) ☐ In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or

(2) ☐ Outside the United States.

(k) *Certificates regarding exemptions from the application of the Service Contract Labor Standards.* (Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services.) *[The contracting officer is to check a box to indicate if paragraph (k)(1) or (k)(2) applies.]*

☐ (1) Maintenance, calibration, or repair of certain equipment as described in FAR 22.1003-4(c)(1). The offeror ☐ does ☐ does not certify that—

(i) The items of equipment to be serviced under this contract are used regularly for other than Governmental purposes and are sold or traded by the offeror (or subcontractor in the case of an exempt subcontract) in substantial quantities to the general public in the course of normal business operations;

(ii) The services will be furnished at prices which are, or are based on, established catalog or market prices (see FAR 22.1003- 4(c)(2)(ii)) for the maintenance, calibration, or repair of such equipment; and

(iii) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract will be the same as that used for these employees and equivalent employees servicing the same equipment of commercial customers.

☐ (2) Certain services as described in FAR 22.1003- 4(d)(1). The offeror ☐ does ☐ does not certify that—

(i) The services under the contract are offered and sold regularly to non-Governmental customers, and are provided by the offeror (or subcontractor in the case of an exempt subcontract) to the general public in substantial quantities in the course of normal business operations;

(ii) The contract services will be furnished at prices that are, or are based on, established catalog or market prices (see FAR 22.1003-4(d)(2)(iii));

(iii) Each service employee who will perform the services under the contract will spend only a small portion of his or her time (a monthly average of less than 20 percent of the available hours on an annualized basis, or less than 20 percent of available hours during the contract period if the contract period is less than a month) servicing the Government contract; and

(iv) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract is the same as that used for these employees and equivalent employees servicing commercial customers.

(3) If paragraph (k)(1) or (k)(2) of this clause applies—

(i) If the offeror does not certify to the conditions in paragraph (k)(1) or (k)(2) and the Contracting Officer did not attach a Service Contract Labor Standards wage determination to the solicitation, the offeror shall notify the Contracting Officer as soon as possible; and

(ii) The Contracting Officer may not make an award to the offeror if the offeror fails to execute the certification in paragraph (k)(1) or (k)(2) of this clause or to contact the Contracting Officer as required in paragraph (k)(3)(i) of this clause.

(l) *Taxpayer Identification Number (TIN)* (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to SAM to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (l)(3) through (l)(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 <https://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx>).

(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) [Reserved]

(t) *Public Disclosure of Greenhouse Gas Emissions and Reduction Goals.* Applies in all solicitations that require offerors to register in SAM (12.301(d)(1)).

(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:\_\_\_\_\_.

(u)(1) In accordance with section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions), Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with an entity that requires employees or subcontractors of such entity seeking to report waste, fraud, 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.

(2) The prohibition in paragraph (u)(1) of this provision does not contravene requirements applicable to Standard Form 312 (Classified Information Nondisclosure Agreement), Form 4414 (Sensitive Compartmented Information Nondisclosure Agreement), or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

(3) Representation. By submission of its offer, the Offeror represents that it will not require its employees or subcontractors to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting waste, fraud, or abuse related to the performance of a Government contract to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information (e.g., agency Office of the Inspector General).

(End of Provision)

## **E.8 52.209-5 CERTIFICATION REGARDING RESPONSIBILITY MATTERS (OCT 2015)**

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that—

(i) The Offeror and/or any of its Principals—

(A) Are ☐ are not ☐ presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) 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 public (Federal, State, or local) 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 (if offeror checks "have," the offeror shall also see 52.209-7, if included in this solicitation);

(C) Are ☐ are not ☐ presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision; and

(D) 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.

(1) Federal taxes are considered delinquent if both of the following criteria apply:

(i) *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.

(ii) *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.

(2) *Examples.*

(i) 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.

(ii) 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.

(iii) 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.

(iv) 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).

(ii) The Offeror has ☐ has not ☐, within a 3-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) Principal, for the purposes of this certification, 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).

THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT



CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) 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 certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(End of Provision)

## **E.9 52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS (OCT 2018)**

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

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

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

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

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

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

(c) If the offeror checked "has" in paragraph (b) of this provision, the offeror represents, by submission of this offer, that the information it has entered in the Federal Awardee Performance and Integrity Information System (FAPIIS) 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, which can be accessed via <https://www.sam.gov> (see 52.204-7).

(End of Provision)