



Federal Government Experts(FGE), LLC

4 May 2020

*Bernice Fluellen**Acquisition Utilization Specialist-Logistics Carl**Vinson VA Medical Center**Dublin, GA 31021**Phone:**Fax:*

Dear Ms. Fluellen –

Below is the revised RFI for N95 Mask(s) to support the COVID 19 response. Federal Government Experts, LLC – has developed a ‘production’ line contract with 3M, Inc is able to provide ‘pre-covid19’ pricing on Personal Protection Equipment (PPE) – please note pricing below is based on a minimum order of 500,000 (five hundred thousand) units and includes, shipping, freight and handling.

Our offering includes N95 NIOSH approved 3M mask(s). The production line ‘pricing’ is a streamlined delivery process of N95 Mask(s) that are delivered to you on a cycle. Typically, these orders are delivered with 12-17 business days after award of contract.

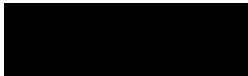
In speaking with our distributor – currently there is **limited to no ‘supply of on-ground’ N95 3M mask(s)** – in order to facilitate your needs in a timely manner, reduce counterfeit products and provide you with fair and reasonable pricing – FGE provides you with the following pricing:

ITEM	QUANTITY	Cost(s) / Pcs	Column1	Column2	Total	Anticipated Delivery
N95 NIOSH (3M 1860)	42,500	\$ 2.99			\$ 127,075.00	Net 35
N95 NIOSH (3M 1860S)	42,500	\$ 2.89			\$ 122,825.00	Net 35
					\$ 249,900.00	

- 1) This pricing is valid for 3 days from date of this quote.
- 2) We request net 3 (three) payment upon receipt of goods.
- 3) Due to the small order – Distributor has requested prepayment of these items, we request order be fulfilled via government purchase card (GPC)
- 4) 3M, Inc – requires two memorandum’s from the contracting officer stipulating the following:
 - a) FGE is contracted to procure these mask(s) on your (insert name of agency) behalf reference contract number #
 - b) The end user is a Hospital (name) / First responder (due to COVID 19)



Sincerely,



Robert Stewart, Jr
Managing Director – CEO
Federal Government Experts, LLC

FOR SELECT COMMITTEE USE ONLY

Attachment 3: Market Research Worksheet for Customers**Market Research Worksheet****COVID-19 PPE EQUIPMENT-N95MASKS/ 1860 & 1860s****557-20-3-2006-0030**

Instructions: Please provide this completed Market Research Worksheet and any associated documents to the contracting office with your Procurement Request package.

1. Has the requirement been purchased by the Department of Veterans Affairs (VA) previously? (Check the appropriate block.)

a. ☐ Yes ☐ No ☒ Do not know

b. If you answered yes above, provide the following information, if known:

- (i) List contract number and name of the contractor currently performing the requirement. Indicate if there is an unexercised option under the current contract.

Contract Number:	
Name of Contractor:	
Remaining Options:	

- (ii) List contract numbers and names of contractors who have previously performed the requirement.

Contract Number(s):	
Name of Contractor(s):	

- (iii) If you are aware of existing contractual vehicles that can be utilized for the requirement, list applicable contracts and their contract numbers. **Note:** VA must set aside procurements for competition among **veteran-owned small businesses** "if a Contracting Officer has a reasonable expectation that two or more small businesses owned and controlled by veterans will submit offers and that the award can be made at a fair and reasonable price that offers the best value to the United States." Please search the [Vendor Information Pages \(VIP\)](#) database by applicable [North American Industry Classification System \(NAICS\)](#) codes to determine if two or more **veteran-owned small businesses (SDVOSBs)** or **veteran-owned small businesses (VOSBs)** can provide the item/service. See the list of existing contract vehicles below and the hyperlink:

Existing Contract Vehicle	Description of Items/Services available
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Attachment 3: Market Research Worksheet for Customers

VHA National Contracts, BPAs and BOAs	
VA Federal Supply Schedule (FSS): Click Here to search the MedSurg Catalog (CCST)	<p>The MedSurg Catalog includes:</p> <ul style="list-style-type: none"> • Standardized National BPA Items • Professional and Allied Healthcare Staffing Services (621 I) • Medical Equipment and Supplies (65 II A) • Dental Equipment and Supplies (65 II C) • Patient Mobility Devices (65 II F) • Invitro Diagnostics, Reagents, Test Kits and Test Sets (65 VII) • X-Ray Equipment and Supplies (65 V A)
Strategic Acquisition Center (SAC): OAO VA Enterprise Contract Vehicles and Ordering Guides	<p>These contract vehicles includes but are not limited to:</p> <ul style="list-style-type: none"> • Temporary Administrative and Support Services (TASCO) provides support in accounting, word processing, secretarial, personnel, receptionist and general clerical duties; • Event Planning and Support Services • Integrated Product Team Facilitation and Acquisition Support Services • Services for Program Excellence and Corporate Transformation Umbrella (SPECTRUM) provides program and project management support. • Medical Commodity Contracts including: DaVinci Robotic Surgical Arms, Urinary Catheters, Feeding Tubes and Bed Pans, Electrocautery Supplies, Emesis Bags, Xeroform Gauze Dressing, Sum Pumps,
VA NASA SEWP	Provides the latest in commercial Information Technology (IT) products and services, the NASA Solutions for Enterprise Wide Procurement (SEWP) contract vehicle. SEWP is a Government-Wide Acquisition Contract (GWAC) consisting of 145 Competed Prime Contract Holders, including 119 small businesses
GSA Advantage GSA eLibrary: https://www.gsaelibrary.gsa.gov/ElibMain/home.do	GSA Advantage! [®] is the online shopping and ordering system that provides access to thousands of contractors and millions of supplies (products) and services. Anyone may browse on <i>GSA Advantage</i> to view and compare the variety of products and services offered.

Attachment 3: Market Research Worksheet for Customers

Contract Vehicle:	GSA MAS
Contract Number:	47QTCA20D0099

2. In the space below, describe the Government's requirement(s) in terms sufficient to allow conduct market research.

Statement of Need:

The Carl Vinson Medical Center is in immediate need for PPE supplies, (N95 Masks-1860/1860s), Nationally in limited supply, in support of COVID-19 operations to ensure safety of patients and staff of the Carl Vinson Medical Center.

3. Document actions you took to conduct market research, information obtained, and the proposed acquisition strategy to include the information described below:

- a. Name, title, organization, and contact information of the individual(s) conducting market research:

Bernice Fluellen-Acquisition Utilization Specialist, Carl Vinson Medical Center

- b. Date(s) market research conducted:

5/6/20

- c. Companies/organizations contacted as part of your market research (including names, titles, and contact information):

Federal Government Experts, LLC

Robert Stewart, Jr.-Managing Director

- d. Technique(s) used to conduct market research (e.g., review of product catalogs, database queries, NASA SEWP Manufacturer Look-Up):

Internet Search, Google.

- e. If applicable, list questions used in your market research:

N/A

- f. Summary of information obtained from market research including (as applicable):

- (i) **Product/Service Data**-Product/Service data is information describing the range of products and services in the market that may meet the VA's requirement.

This includes whether there are commercial products/services available in the

Attachment 3: Market Research Worksheet for Customers

market to meet the Government's needs and performance and interface characteristics of products in the market:

- (ii) **Supplier Capability**-Supplier capability includes the number of suppliers in the market (their business size and socio-economic status) and production capacity. The following web sites can assist you in determining business size and socio-economic status of sources found: <http://www.sba.gov/size/> and <http://www.bpn.gov/CCRINQ/scripts/search.asp>);

Federal Government Experts is a Service-Disabled Veteran Owned (SDVOSB), Veteran Owned Small Business that can meet the requirement.

- (iii) **Test Data**-Data to validate suppliers' claims regarding product performance:
 - (iv) **Business Practices**-Business practices include information on factors affecting how products are sold or distributed in the market:
 - (v) **References and validation data**-In order to verify the information provided by potential sources, contact references to verify the information submitted by the supplier and to obtain other users' views on how the item performs or on the quality of the service provided:
- g. Conclusions based on market research information obtained. Include whether commercial products or services are available to meet the Government's requirements; whether commercial practices to customize or modify products or tailor services are available to meet customer needs; desirable product/service attributes available in the marketplace; number of potential capable sources that can provide the required products or services and their business size and socio-economic status; market conditions; terms such as warranty and discounting; support capabilities of suppliers; and other considerations as applicable.

Federal Government Experts is a Service-Disabled Veteran Owned (SDVOSB), Veteran Owned Small Business that can meet the requirement.

- 4. **Bundling** means consolidating two or more requirements for supplies or services previously provided or performed under separate smaller contracts, into a solicitation for a single contract that is likely to be unsuitable for award to a small business concern. Provide supporting documentation, if your market research indicates that a bundled contract is in the best interest of the Government and the contract is not likely to be awarded to a small business concern. Acquisition strategies that include bundling require extensive approvals and should be coordinated with the Contracting Officer as soon as possible:

- 5. Identify individual(s), who completed the Market Research Worksheet:

Attachment 3: Market Research Worksheet for Customers

Name: Bernice Fluellen

Title: Acquisition Utilization Specialist

Office: Carl Vinson Medical Center, Dublin, GA

Date: 5/6/20

FOR SELECT COMMITTEE USE ONLY

**SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS
OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30**1. REQUISITION NO.
557-20-3-2007-0001
557-A00016

PAGE 1 OF

2. CONTRACT NO.	3. AWARD/EFFECTIVE DATE 05-15-2020	4. ORDER NO. 36C24720P0756	5. SOLICITATION NUMBER	6. SOLICITATION ISSUE DATE
7. FOR SOLICITATION INFORMATION CALL:	a. NAME Bruce Parrish		b. TELEPHONE NO. (No Collect Calls) [REDACTED]	8. OFFER DUE DATE/LOCAL TIME

9. ISSUED BY Department of Veterans Affairs VISN 7 Network Contracting Office [REDACTED]	CODE [REDACTED]	10. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED OR <input checked="" type="checkbox"/> SET ASIDE: 100 % FOR: <input type="checkbox"/> SMALL BUS NESS <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> EDWOSB <input checked="" type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUS NESS <input type="checkbox"/> 8(A)	NAICS: 339113 SIZE STANDARD: 750 Employees
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11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE	12. DISCOUNT TERMS	13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) <input type="checkbox"/>	13b. RAT NG N/A	14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP
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15. DELIVER TO Department of Veterans Affairs Carl Vinson VAMC [REDACTED]	CODE [REDACTED]	16. ADM NISTERED BY Department of Veterans Affairs VISN 7 Network Contracting Office [REDACTED]	CODE [REDACTED]
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17a. CONTRACTOR/OFFEROR FEDERAL GOVERNMENT EXPERTS, LLC [REDACTED] [REDACTED]	CODE 86MF8	FACILITY CODE [REDACTED]	18a. PAYMENT WILL BE MADE BY Department of Veterans Affairs FMS-VA-2(101) Financial Services Center [REDACTED] PHONE: [REDACTED] FAX: [REDACTED]	CODE [REDACTED]
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TELEPHONE NO. [REDACTED] DUNS [REDACTED] DUNS+4: [REDACTED]	17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER <input type="checkbox"/>	18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM
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19. ITEM NO.	20. See CONTINUATION Page SCHEDULE OF SUPPL ES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	Please refer to section A2" Price/Cost Schedule" portion of this document for information of specific items. POC: Bernice Fluellen; Tele: [REDACTED] Email: [REDACTED] IMPORTANT VENDOR INFORMATION: PLEASE USE PURCHASE ORDER NUMBER 557-A00016 ON ALL SHIPMENTS AND INVOICES (Use Reverse and/or Attach Additional Sheets as Necessary)				

25. ACCOUNTING AND APPROPRIATION DATA See CONTINUATION Page	26. TOTAL AWARD AMOUNT (For Govt. Use Only) \$249,900.00
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27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA <input type="checkbox"/>	<input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.
27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4, FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/>	<input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN COPIES TO ISSU NG OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENT F ED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED <input type="checkbox"/>	29. AWARD OF CONTRACT: REF. [REDACTED] OFFER DATED [REDACTED], YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUD NG ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN IS ACCEPTED AS TO ITEMS: <input type="checkbox"/>

30a. SIGNATURE OF OFFEROR/CONTRACTOR [REDACTED]	31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) [REDACTED]
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT) Robert S. Stewart, Jr.	31b. NAME OF CONTRACT NG OFFICER (TYPE OR PR NT) Bruce Parrish Contracting Officer
30c. DATE SIGNED 15 May 2020	31c. DATE SIGNED

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A.2 PRICE/COST SCHEDULE

ITEM INFORMATION

ITEM NUMBER	DESCRIPTION OF SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	N95 NIOSH MASK LOCAL STOCK NUMBER: 3M1860	42,500.00	EA	\$2.9900	\$127,075.00
	Funding/Req. Number: 1			\$127,075.00	557-20-3-2007-0001
0002	35N95 NIOSH Mask LOCAL STOCK NUMBER: 3M1860S	42,500.00	EA	\$2.8900	\$122,825.00
	Funding/Req. Number: 1			\$122,825.00	557-20-3-2007-0001
GRAND TOTAL					\$249,900.00

ACCOUNTING AND APPROPRIATION DATA

ACRN	APPROPRIATION	REQUISITION NUMBER	AMOUNT
1	557-360/10160-2007-820100 Medical-3131 M, DENTAL, SCIENTIFIC- 1 C0 S9	557-20-3-2007-0001 (P)	\$249,900.00

A.3 DELIVERY SCHEDULE

Department of Veterans Affairs

Carl Vinson VAMC

ITEM NUMBER	QUANTITY	DELIVERY DATE
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ADDITIONAL SIMPLIFIED ACQUISITION TERMS AND CONDITIONS

A.4 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 shall inspect and test any supplies or services that have been tendered for acceptance. If the Government may require repair or replacement of nonconforming supplies or services, the Contractor shall provide such repair or replacement at no increase in contract price. If repair or replacement is not possible, the Government may seek an equitable price reduction or adequate consideration for acceptance of the supplies or services. The Government must exercise its post-acceptance rights—

(1) Within a reasonable time after the defect is 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 financial institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party (other than the Contractor or its assignee) is 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, unit price or price of material delivered;
- (v) Shipping number and date of shipment, and bill of lading number and date 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 made;
- (viii) Name, title, and phone number of person to whom payment is to be made;
- (ix) Taxpayer Identification Number (TIN). The Contractor shall include the TIN only if required elsewhere in this contract.
- (x) Electronic funds transfer (EFT) information.
 - (A) The Contractor shall include the EFT 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, the 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 invoice 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 or over-credited an invoice payment, the Contractor shall—

(i) Remit the overpayment amount to the payment office to the order of the description of the overpayment including the—

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

(B) Affected contract number and delivery order number; and

(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 repays a minimum amount of the debt to the Contracting Officer (see 32.607-2).

(iv) If a demand for payment was previously issued to the Contractor, the demand included in the final decision shall identify the same due date and 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 Contractor receives payment; or

(B) The date of issuance of a payment check to the Contractor from which an amount otherwise payable has been withheld as a credit against the 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 the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government 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 of costs incurred by the Contractor, 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 the contract for cause, the termination shall be deemed a termination for convenience.

(n) *Title.* Unless specified elsewhere in this contract, title to the supplies furnished hereunder shall pass to the Government upon completion of the supplies when the Contractor takes physical possession.

(o) *Warranty.* The Contractor warrants and implies that the supplies furnished hereunder are merchantable and fit for use for the particular purpose described in the 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, any supply or service contract under this contract is subject to any End User License Agreement (EULA), Terms of Service (TOS), or similar legal instrument or agreement, including any clause requiring the Contractor or any person acting on behalf of the Contractor to indemnify the Contractor or any person acting on behalf of the Contractor for damages, costs, and other loss or liability that would create an Anti-Deficit Act violation. The following shall govern:

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

(ii) Neither the Government nor any Government authorized user shall have agreed to such clause by its use, appearance, or use of an "I agree" click box or other comparable mechanism (e.g., "click-wrap" or "browse-wrap" agreements), execution does not bind the Government or any Government authorized end user to such clause.

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

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

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

(End of Clause)

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

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

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

A.5 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS—COMMERCIAL ITEMS (MAR 2020)

(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 Terms or Conditions in Statements (JAN 2017) (section 743 of Division of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and subsequent appropriations acts (and as amended)).

(2) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Provided by Kaspersky Lab and Other Covered Entities (Section 4 of E.O. 115-91).

(3) 52.204-25, Prohibition on Contracting for Intelligence Community Acquisition of Surveillance Services or Equipment. (AUG 2019 (E.O. 1889(a)(1)) b. -232).

(4) 52.209-10, Prohibition on Contracting with Inverted Domestic Firms

(5) 52.233-3, Protest After Award (31 U.S.C. 35)

(6) 52.233-4, Applicable Law of Contractual Disputes (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 Small Business Set-Aside (MAR 2020) (15 U.S.C. 657a).

☐ (ii) Alternate I (MAR 2020) of 52.219-3.

☐ (12)(i) 52.219-4, Notice of Price Competition for Small Business Concerns (MAR 2020) (if the offeror elects to waive price competition, it shall be at its offer) (15 U.S.C. 657a).

☐ (ii) Alternate I (MAR 2020) of 52.219-4.

☐ (13) [Reserved]

☐ (14)(i) 52.219-6, Notice of Total Small Business Set-Aside (MAR 2020) (15 U.S.C. 644).

☐ (ii) Alternate I (MAR 2020).

☐ (15)(i) 52.219-7, Notice of Partial Small Business Set-Aside (MAR 2020) (15 U.S.C. 644).

☐ (ii) Alternate I (MAR 2020) 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 (MAR 2020) (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 (MAR 2020) of 52.219-9.

☐ (v) Alternate IV (AUG 2018) of 52.219-9.

☐ (18) 52.219-13, Notice of Set-Aside of Orders (MAR 2020) (15 U.S.C. 644(r)).

☐ (19) 52.219-14, Limitations on Subcontracting (MAR 2020) (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 (MAR 2020) (15 U.S.C. 657f).

☒ (22)(i) 52.219-28, Post Award Small Business Program Rerepresentation (MAR 2020) (15 U.S.C 632(a)(2)).

☐ (ii) Alternate I (MAR 2020) of 52.219-28.

☐ (23) 52.219-29, Notice of Set-Aside for, or Sole Source Award to, Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (MAR 2020) (15 U.S.C. 637(m)).

☐ (24) 52.219-30, Notice of Set-Aside of Sole Source Award to Small Business Concerns Eligible Under the Women-Owned Small Business Program (MAR 2020) (15 U.S.C. 637(m)).

☐ (25) 52.219-32, Orders Issued Directly Under Small Business Reserves (MAR 2020) (15 U.S.C. 644(r)).

☐ (26) 52.219-33, Nonmanufacturer Rule (MAR 2020) (15 U.S.C. 637(a)(17))

☒ (27) 52.222-3, Convict Labor (June 2003) (E.O. 11755).

☒ (28) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (JAN 2020) (E.O. 13126).

☒ (29) 52.222-21, Prohibition of Segregated Facilities (APR 2015).

☒ (30)(i) 52.222-26, Equal Opportunity (SEP 2016) (E.O. 11246).

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

☒ (31)(i) 52.222-35, Equal Opportunity for Workers with Disabilities (OCT 2012).

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

☒ (32)(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.

☒ (33) 52.222-37, Employment Reports on Veterans (FEB 2016) (38 U.S.C. 4212).

☐ (34) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496).

☒ (35)(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).

☐ (36) 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.)

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

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

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

☐ (39) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (JUN 2016) (E.O. 13693).

☐ (40)(i) 52.223-13, Acquisition of EPEAT®-Registered Imaging Equipment (JUN 2015) (E.O.s 13423 and 13514).

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

☐ (41)(i) 52.223-14, Acquisition of EPEAT®-Registered Servers (JUN 2015) (E.O.s 13423 and 13514).

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

☐ (42) 52.223-15, Energy Efficiency in Consumer Electronics (JUN 2015) (E.O. 13526 and 13598).

☐ (43)(i) 52.223-16, Acquisition of EPEAT®-Registered Displays (JUN 2015) (E.O.s 13423 and 13514).

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

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

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

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

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

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

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

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

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

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

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

□ (50) 52.225-5, Trade Agreements (OCT 2019) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

[X] (51) 52.225-13, Restrictions on Certain Foreign Purchases (JUN 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

□ (52) 52.225-26, Contractors Performing Private Security Functions Outside the United States (OCT 2016) (Section 862, et seq., 19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note, Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

□ (53) 52.226-4, Notice of Disaster or Emergency (JAN 2017) (42 U.S.C. 5150).

□ (54) 52.226-5, Restrictions on Subcontracting Outside the United States (JAN 2007) (42 U.S.C. 5150).

□ (55) 52.232-29, Terms for Financing Commercial Items (JAN 2017) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

□ (56) 52.232-30, Installment Payments for Commercial Items (JAN 2017) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

[X] (57) 52.232-33, Payment by Electronic Funds Transfer—System for Award Management (Oct 2018) (31 U.S.C. 3332).

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

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

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

□ (61) 52.242-5, Payments to Small Business Subcontractors (JAN 2017) (15 U.S.C. 637(d)(13)).

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

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

□ (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 1981) (41 U.S.C. chapter 67).

□ (3) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 1964) (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 1981) (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 1964) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

□ (6) 52.222-51, Exemption from Application of Fair Labor Standards Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements (MAY 1964) (41 U.S.C. chapter 67).

□ (7) 52.222-53, Exemption from Application of Fair Labor Standards Act to Contracts for Certain Services—Requirements (MAY 1964) (41 U.S.C. chapter 67).

□ (8) 52.222-55, Minimum Wages under Executive Order 13658 (AUG 1981)

□ (9) 52.222-62, Paid Sick Leave Under Executive Order 13717 (AUG 1981)

□ (10) 52.226-6, Promoting Excess Food Donation to Reduce Hunger (AUG 1981) (42 U.S.C. 1792).

(d) Comptroller General Examination of Records or Information. If the Contractor, in response to 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 , i V e C ns d ther Continuing Appropriations Act, 2015 (Pub. L. 113-235) an c s o o n 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 En (0 ection 16.2 of P 115-91).

(iv) 52.204-25, Prohibition on Contracting for Ce e m m u n i c a t i o n s i Surveillance Services or Equipment. (AUG 2019 (ec (a)(1)(A) b. -232).

(v) 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 subcon g o p p o r t u n i t y 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.

(vi) 52.222-17, Nondisplacement of Qualified or e s M 0 (. O 49 . F required in accordance with paragraph (l) of FA e

(vii) 52.222-21, Prohibition , Segre n a i

(viii) 52.222-26, Equal Opportunity (SEP 2016) (E.O. 11246).

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

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

(xi) 52.222-37, Employment Reports on Veterans (FEB 2016) (38 U.S.C. 4212).

(xii) 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.

(xiii) 52.222-41, Service Contract Labor Standards (AUG 2018) (41 U.S.C. chapter 67).

(xiv)(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).

(xv) 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).

(xvi) 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).

(xvii) 52.222-54, Employment Eligibility Verification (OCT 2015) (E. O. 12989).

(xviii) 52.222-55, Minimum Wages Under Executive Order 13658 (DEC 2015).

(xix) 52.222-62 Paid Sick Leave Under Executive Order 13706 (NOV 2016).

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

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

(xxi) 52.225-26, Contractors Performing Private Security Functions Outside the United States (OCT 2016) (Section 862, Note on Non-Immigration and Customs Fiscal Year 2008; 10 U.S.C. 2302 Note).

(xxii) 52.226-6, Promoting Excess Food Donation by Nonprofit Entities (MAY 2012) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xxiii) 52.247-64, Preference for Private Owned U.S. Firms (JAN 2017) (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)

A.6 NOTICE LISTING CLAUSES INCORPORATED BY REFERENCE

The following clauses are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with the clause at FAR "52.252-2 CLAUSES INCORPORATED BY REFERENCE" contained in this document. See FAR 52.252-2 for an internet address (if specified) for electronic access to the full text of a clause.

FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)

<u>FAR Number</u>	<u>Title</u>	<u>Date</u>
52.204-18	COMMERCIAL AND GOVERNMENT ENTITY CODE MAINTENANCE	JUL 2016
52.232-40	PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS	DEC 2013
852.203-70	COMMERCIAL ADVERTISING	MAY 2018
852.246-71	REJECTED GOODS	OCT 2018

A.7 VAAR 852.219-10 VA NOTICE OF TOTAL SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS SET-ASIDE (JUL 2019) (DEVIATION)

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

(1) Means a small business concern:

(i) Not less than 51 percent of which is owned by one or more service-disabled Veterans or eligible surviving spouses (see VAAR 802.101, Surviving Spouse definition);

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

(iii) The business meets Federal small business size standards for the applicable North American Industry Classification System (NAICS) code defined in 13 CFR part 121;

(iv) The business has been verified for the Vendor Information Pages (VIP) database (<https://www.vip.vetbiz.va.gov>); and

(v) The business will comply with VAAR subpart 819.70 and SBA Business Administration (SBA) regulations regarding small business size and subcontracting programs at 13 CFR part 121 and 125, including the nonmanufacturer rule and limitations on subcontracting requirements in 13 CFR 121.406 and 125.6, provided that any reference therein to a service-disabled veteran-owned small business concern (SDVO SBC), is to be construed to apply to a VA verified and VIP-listed SDVOSB. The nonmanufacturer rule and the limitations on subcontracting apply to all SDVOSBs awarded sole source contracts.

(2) "Service-disabled Veteran" means a Veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

(b) *General.*

(1) Offers are solicited only from eligible service-disabled veteran-owned small business concerns. Only VIP-listed service-disabled veteran-owned small business concerns (SDVOSBs) may submit offers in response to this solicitation. Offers received from concerns that are not VIP-listed service-disabled veteran-owned small business concerns shall not be considered.

(2) Any award resulting from this solicitation shall be made to a VIP-listed service-disabled veteran-owned small business concern that meets the size standard for the applicable NAICS code.

(c) *Representation.* By submitting an offer, the prospective contractor represents that it is an eligible SDVOSB as defined in this clause, 38 CFR part 74, and VAAR subpart 819.70. Pursuant to 38 U.S.C. 8127(e), only VIP-listed SDVOSBs are considered eligible. Therefore,

any reference in 13 CFR part 121 and 125 to a service-disabled veteran-owned small business concern (SDVO SBC), is to be construed to apply to a VA verified and VIP-listed SDVOSB and only such concern(s) qualify as similarly situated. The offeror must also be eligible at the time of award.

(d) *Agreement.* Agreement. When awarded a contract (see FAR 2.101, Definitions), including orders under multiple-award contracts, or a subcontract, an SDVOSB agrees that in the performance of the contract, the SDVOSB shall comply with requirements in VAAR subpart 819.70 and SBA regulations on small business size and regulatory provisions at 13 CFR part 121 and 125, including the nonmanufacturing and manufacturing subcontracting requirements in 13 CFR part 121.406 and 125.6, provide for additional limitations subcontracting, only VIP-listed SDVOSBs shall be considered eligible and/or "similarly situated" (i.e., a firm that has the same small business program as the contractor). An independent contractor shall be considered a subcontractor and shall be eligible if the offeror agrees to the following:

(1) *Services.* In the case of a contract for services (except construction), it will not pay more than 50% of the amount paid by the government to it to firms that are not VIP-listed SDVOSBs.

(2) *Supplies or products.*

(i) In the case of a contract for supplies or products (other than a contract for such supplies), it will not pay more than 50% of the amount paid by the government to it to firms that are not VIP-listed SDVOSBs.

(ii) In the case of a contract for supplies from a non-federally listed source, it will not pay more than 50% of the amount paid by the government to it to firms that are not VIP-listed SDVOSBs, unless a waiver as described in 13 CFR 121.406(b)(5) is granted.

(3) *General construction.* In the case of a contract for general construction, it will not pay more than 85% of the amount paid by the government to it to firms that are not VIP-listed SDVOSBs.

(4) *Special trade contractors.* In the case of a contract for special trade contractors, it will not pay more than 75% of the amount paid by the government to it to firms that are not VIP-listed SDVOSBs.

(5) *Subcontracting.* Any work that a VIP-listed SDVOSB subcontractor further subcontracts will count towards the percent of subcontract amount that cannot be exceeded. For supply or construction contracts, cost of materials is excluded and not considered to be subcontracted. For mixed contracts and additional limitations, refer to 13 CFR 125.6.

(e) *Joint ventures.* A joint venture may be considered an SDVOSB if the joint venture is listed in VIP and complies with the requirements in 13 CFR 125.18(b), provided that any reference therein to service-disabled veteran-owned small business concern or SDVO SBC, is to be construed to mean a VIP-listed SDVOSB. A joint venture agrees that, in the performance of the contract, the applicable percentage specified in paragraph (d) of this clause will be performed by the aggregate of the joint venture participants.

(f) Precedence. For any inconsistencies between the requirements of the SBA program for service-disabled veteran-owned small business concerns and the VA Veterans First Contracting Program, as defined in VAAR subpart 819.70 and this clause, the VA Veterans First Contracting Program requirements have precedence.

(End of Clause)

A.8 VAAR 852.219-74 LIMITATIONS ON SUBCONTRACTING— MONITORING AND COMPLIANCE (JUL 2018)

(a) This solicitation includes VAAR 852.219-74, **Service-Disabled Veteran-Owned Small Business Set-Aside**.

(b) Accordingly, any contract resulting from this solicitation is subject to the limitation on subcontracting requirements in 13 C.F.R. 101-11.6, **Limitation on Subcontracting**, in the FAR clause, as applicable. The Contractor is advised that, in performing contract administration functions, the Contracting Officer uses the services of a staff retained by VA to assist in assessing the Contractor's compliance with the limitation on subcontracting or percentage of work performance evaluation. In this regard, the support contractor(s) may require access to the Contractor's books, records, and other proprietary information and to review the Contractor's 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 information received or obtained in the course of assisting the Contracting Officer is properly controlled and 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 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)

A.9 VAAR 852.232-72 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS (NOV 2018)

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

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

(2) *Designated agency office* means the office designated by the purchase order, agreement, or contract to first receive and review invoices. This office can be contractually designated as the receiving entity. This office may be different from the office issuing the payment;

(3) *Electronic form* means an automated system transmitting information electronically according to the accepted electronic data transmission methods and formats identified in paragraph (c) of this clause. Facsimile, email, and scanned documents are not acceptable electronic forms for submission of payment requests;

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

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

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

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

(1) VA's Electronic Invoice Presentment and Payment System at the current website address provided in the contract.

(2) Any system that conforms to the electronic data interchange (EDI) established by the Accredited Standards Center (ASC) and certified by the American National Standards Institute (ANSI).

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

(e) *Exceptions.* If, based on one of the circumstances in paragraph (e), the Contracting Officer directs that payment requests be made by mail, the Contractor shall submit payment requests by mail through the United States Postal Service to the designated agency office. Submission of payment requests by mail may be required for—

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

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

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

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

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

(End of Clause)

A.10 VAAR 852.247-71 DELIVERY LOCATION (OCT 2018)

Shipment of deliverable items, other than reports, shall be to:

Department of Veterans Affairs

Carl Vinson VAMC

[REDACTED]

[REDACTED]

(End of Clause)

A.11 VAAR 852.247-73 PACKING FOR DOMESTIC SHIPMENT (OCT 2018)

Material shall be packed for shipment in such a manner to ensure acceptance by carriers and safe delivery at destination. Containers shall comply with regulations of carriers as applicable to the mode of transportation.

(End of Clause)

A.12 VAAR 852.270-1 REPRESENTATIVES OF CONTRACTING OFFICERS (JAN 2008)

The contracting officer reserves the right to designate representatives to perform the furnishing technical guidance and to closely monitor the work performed under this contract. Such designation will be in writing, and will delineate the limits of the designee's authority. A copy of this designation shall be furnished to the contractor.

(End of Clause)

VHAPM Part 813.106 Simplified Acquisition Procedures: Soliciting from a Single Source

Attachment 1: Single Source Justification for SAP under the SAT

DEPARTMENT OF VETERANS AFFAIRS
Justification for Single Source Awards IAW FAR 13.106-1

For

Over Micro-Purchase Threshold but Not Exceeding the SAT (\$250K)

COVID-19 PPE EQUIPMENT-N95MASKS/ 1860 & 1860s

Acquisition Plan Action ID: 557-20-3-2006-0030

1. **Contracting Activity:** Carl Vinson Medical Center-Department of Veterans Affairs, VISN 07
2. **Brief Description of Supplies/ Services required and the intended use/Estimated Amount:** As a result of the outbreak of the COVID-19 pandemic, the facility is required to maintain at least 14 days of stock on hand for all items currently utilized as PPE as well as other disposable medical supplies, which have been difficult to procure due to a nationwide shortage. This PPE is critical for our COVID-19 patients and healthcare workers. Critical PPE includes, but is **not** limited to the following: surgical and procedure masks, surgical and isolation gowns, nitrile gloves, N95 respirators, safety, goggles, disposable face shields, hand sanitizer and shoe covers. Orders for these items will only be sent to contracting when the bulk purchase amount exceeds \$20K. Total for this requirement is **\$249,900.00**.

Item Ordered: 1860/1860s N95 MASKS, Price: \$249,900.00

3. **Unique characteristics that limit availability to only one source, with the reason no other supplies or services can be used:** All disposable medical supplies utilized in the facility have already been vetted through the Clinical Product Review Committee. We cannot purchase disposable supplies that have not gone through this vetting process and a requirement to do so would delay procurement of desperately needed disposable supplies that are becoming more of a challenge everyday to locate and procure.
4. **Description of market research conducted and results or statement why it was not conducted:** Currently utilizing unconventional means of market research as any vendor provided as a lead from contracting or other sources is being contacted immediately to determine availability of stock. Once a vendor has been identified, the purchase needs to be made as quickly as possible, as we are competing with every other medical facility locally and nationwide for the exact same supplies.
5. **Contracting Officer's Certification:** *Purchase is approved in accordance with FAR13.106-1(b). I certify that the foregoing justification is accurate and complete to the best of my knowledge and belief.*

BRUCE L. PARRISH

Name
Title

Date

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		BPA NO.	1. CONTRACT ID CODE	PAGE 1 OF 1 PAGES 1
2. AMENDMENT/MODIFICATION NUMBER P00001		3. EFFECTIVE DATE 06-16-2020	4. REQUISITION/PURCHASE REQ. NUMBER 557-20-3-2007-0001 557-A00016	5. PROJECT NUMBER (if applicable)
6. ISSUED BY Department of Veterans Affairs VISN 7 Network Contracting Office [REDACTED]		CODE	7. ADMINISTERED BY (If other than Item 6) Department of Veterans Affairs VISN 7 Network Contracting Office [REDACTED]	CODE
8. NAME AND ADDRESS OF CONTRACTOR (Number, street, county, State and Z P Code) [REDACTED] FEDERAL GOVERNMENT EXPERTS, LLC [REDACTED]		CODE 86MF8	FACILITY CODE	<input checked="" type="checkbox"/> 9A. AMENDMENT OF SOLICITATION NUMBER <input type="checkbox"/> 9B. DATED (SEE ITEM 11) <input checked="" type="checkbox"/> 10A. MODIFICATION OF CONTRACT/ORDER NUMBER 557-A00016 36C24720P0756 <input type="checkbox"/> 10B. DATED (SEE ITEM 13)
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS				
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended, <input type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or electronic communication which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by letter or electronic communication, provided each letter or electronic communication makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.				
12. ACCOUNTING AND APPROPRIATION DATA (If required) See CONTINUATION Page				
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.				
CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.			
<input type="checkbox"/>	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).			
<input checked="" type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: 52.249-2 Termination for Convenience of the Government			
<input type="checkbox"/>	D. OTHER (Specify type of modification and authority)			
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return <u>1</u> copies to the issuing office.				
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) The Purpose of this Modification is to terminate purchase order 55-A00016 for Convenience. 52.249-2 Termination for Convenience of the Government (Fixed-Price).				
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.				
15A. NAME AND TITLE OF SIGNER (Type or print) Robert Stewart [REDACTED]		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) BRUCE L. PARRISH [REDACTED]		16C. DATE SIGNED
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)		16B. CONTRACTING OFFICER (Signature of Contracting Officer)		

CONTINUATION PAGE

A.1 PRICE/COST SCHEDULE**ITEM INFORMATION**

ITEM NUMBER	DESCRIPTION OF SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
				GRAND TOTAL	\$0.00

ACCOUNTING AND APPROPRIATION DATA

ACRN	APPROPRIATION	REQUISITION NUMBER	AMOUNT
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A.2 DELIVERY SCHEDULE

ITEM NUMBER	QUANTITY	DELIVERY DATE
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