

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30</i>				1. REQUISITION NUMBER 0011945433		PAGE 1 OF 31	
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NUMBER		5. SOLICITATION NUMBER HT940623Q0059	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME KIMBERLY BUNN				b. TELEPHONE NUMBER (No Collect Calls) (757)953-5740	
8. OFFER DUE DATE/LOCAL TIME 23-May-2023		9. ISSUED BY DHA CONTRACTING OFFICE TIDEWATER HT9406 7700 ARLINGTON BLVD FALLS CHURCH VA 22042 TEL: FAX:					
10. THIS ACQUISITION IS		<input type="checkbox"/> UNRESTRICTED OR <input checked="" type="checkbox"/> SET ASIDE: 100 % FOR: <input checked="" type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> EDWOSB NAICS: 339113 SIZE STANDARD: 750					
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. RATING	
15. DELIVER TO NAVAL MEDICAL CENTER PORTSMOUTH VA RECEIVING OFFICER ATTN SUPPLY OFFICER BLDG 250 54 LEWIS MINOR STREET PORTSMOUTH VA 23708-2297 TEL: 757-953-5770 FAX:		16. ADMINISTERED BY		14. METHOD OF SOLICITATION <input checked="" type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP			
17a. CONTRACTOR/OFFEROR		18a. PAYMENT WILL BE MADE BY		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		19. ITEM NO.					
20. SCHEDULE OF SUPPLIES/ SERVICES		21. QUANTITY		22. UNIT		23. UNIT PRICE	
24. AMOUNT		SEE SCHEDULE					
25. ACCOUNTING AND APPROPRIATION DATA				26. TOTAL AWARD AMOUNT (For Govt. Use Only)			
27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1. 52.212-4. FAR 52.212-3. 52.212-5 ARE ATTACHED. ADDENDA <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"/> ARE <input type="checkbox"/> ARE NOT ATTACHED			
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED.				29. AWARD OF CONTRACT: REF. OFFER DATED . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:			
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)			
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) TEL: EMAIL:		31c. DATE SIGNED	

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS (CONTINUED)				PAGE 2 OF 31	
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	SEE SCHEDULE				
32a. QUANTITY IN COLUMN 21 HAS BEEN <input type="checkbox"/> RECEIVED <input type="checkbox"/> INSPECTED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____					
32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		
32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE			32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE		
			32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE		
33. SHIP NUMBER	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT		37. CHECK NUMBER
<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL			<input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		
38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY			
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT 41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		41c. DATE	42a. RECEIVED BY <i>(Print)</i>		
			42b. RECEIVED AT <i>(Location)</i>		
			42c. DATE REC'D <i>(YY/MM/DD)</i>	42d. TOTAL CONTAINERS	

Section A - Solicitation/Contract Form

VENDOR TO COMPLETE THE FOLLOWING:

COMPANY NAME: _____

CAGE: _____

DUNS: _____

Vendor POC: _____

Phone: _____

Fax: _____

Vendor email: _____

Defense Health Agency Contracting Activity (DHACA)

POC: Kimberly Bunn

Phone: 757-953-5740

Email: kimberly.p.bunn.civ@health.mil**Product/Services for: Naval Medical Center Portsmouth VA**

620 John Paul Jones Circle

Portsmouth VA 23708-2297

Phone: 757-953-1494

Vendor to reference RFQ Number: **HT940623Q0059** on all inquiries.**PAYMENT INFORMATION**Payment in Arrears (Check One): ☐ Monthly ☐ Quarterly ☐ Semi-Annually ☐ Annually**Please ensure that quoted price matches the choice above and is evenly divisible depending on the selection***PROMPT PAYMENT**

For Prompt Payment Act Purposes, this contract is:

Subject to the 7-calender day constructive acceptance period.

Note: Vendor will be required to provide billing electronically via the WAWF Electronic Invoicing Method. For additional information, a review of the following web sites may be required: websites: <https://wawf.eb.mil> or <http://wawftraining>

Email: usn.detrick.navmedlogcomftdmd.list.nmlc-wawf@mail.mil**DISCOUNTS**

The vendor's initial response to this RFQ should reflect the Vendors' best price including all allowable discounts that are available to the Federal Government. Please identify all **discounts** that are being offered as part of the vendor's quote submission. The government does not intend to go out for a best and final offer.

EMAIL QUOTES/PROPOSALS TO: kimberly.p.bunn.civ@health.mil**DO NOT** forward via U.S. Mail service. It is the Contractor's responsibility to confirm receipt of quote/proposal.

Section B - Supplies or Services and Prices

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	Staxi Standard chair FFP Staxi Standard chair FOB: Destination PURCHASE REQUEST NUMBER: 0011945433 6515	45	Each		
					<hr/>
NET AMT					

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	Cushion, one piece FFP Cushion, one piece FOB: Destination PURCHASE REQUEST NUMBER: 0011945433 6515	45	Each		
					<hr/>
NET AMT					

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003	Oxygen Tank holder FFP Oxygen Tank holder FOB: Destination PURCHASE REQUEST NUMBER: 0011945433 6515	45	Each		

NET AMT

Section C - Descriptions and Specifications

SAILIENT CHARACTERISTICS

52.212-2 EVALUATION--COMMERCIAL PRODUCTS and COMMERCIAL SERVICES (NOV 2021)

Award will be made using an "All or None" evaluation and/or based on the "Best Value" proposed for this requirement in terms of technical capabilities/approach, past performance, price and delivery. Items must be brand name or equal to be considered. Technical acceptability will be determined through an evaluation of the offeror's technical proposal. In addition, offerors must possess a record of acceptable past performance. Offerors must provide all of the below to be considered "responsive".

ST010-X Staxi Standard Chair – Diamond Black

- Chair features a 600 lb weight capacity, anti-tip design, luggage rack, failsafe ratchet brake, lifting footrests and armrests, and a comfortable, fire-retardant cushion

ST059 Cushion- One Piece- Black -Standard & Guest Services

- 17 in X 46 in Medical and commercial clip on cushion the center of the cushion is XPE foamed polyethylene impregnated with fire retardant, the center is then fully wrapped and encapsulated in a fire retardant cloth made from cotton - impregnated with fire retardant, the center cushion foam and the fire retardant cloth are then fully wrapped and encapsulated in an outer cover which is a 70% polyester and 30% cotton woven fabric, it is impregnated with fire retardant and has anti-microbial properties, it is PU coated on the outside only.

ST077 Side-Mounted Oxygen Tank Holder – Non removable

- Constructed of steel and riveted to the side of the chair for maximum strength & safety, this holder is compatible with all standard O2 tanks/bottles.

Section E - Inspection and Acceptance

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	Destination	Government	Destination	Government
0002	Destination	Government	Destination	Government
0003	Destination	Government	Destination	Government

Section F - Deliveries or Performance

DOCK HOURS**Naval Medical Center Portsmouth (NMCP) Receiving Dock Hours of Operation:**

NMCP Receiving Dock is open Monday through Friday 0700 to 1600 (7:00 a.m. to 4:00 p.m.), excluding federal holidays. Receiving personnel may be reached at 757-953-5770.

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC / CAGE
0001	12-JUN-2023	45	NAVAL MEDICAL CENTER PORTSMOUTH VA RECEIVING OFFICER ATTN SUPPLY OFFICER BLDG 250 54 LEWIS MINOR STREET PORTSMOUTH VA 23708-2297 757-953-5770 FOB: Destination	N00183
0002	12-JUN-2023	45	(SAME AS PREVIOUS LOCATION) FOB: Destination	N00183
0003	12-JUN-2023	45	(SAME AS PREVIOUS LOCATION) FOB: Destination	N00183

CLAUSES INCORPORATED BY REFERENCE

52.211-17	Delivery of Excess Quantities	SEP 1989
52.247-34	F.O.B. Destination	NOV 1991

Section G - Contract Administration Data

CLAUSES INCORPORATED BY FULL TEXT

252.232-7006 WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (JAN 2023)

(a) Definitions. As used in this clause—

“Department of Defense Activity Address Code (DoDAAC)” is a six position code that uniquely identifies a unit, activity, or organization.

“Document type” means the type of payment request or receiving report available for creation in Wide Area WorkFlow (WAWF).

“Local processing office (LPO)” is the office responsible for payment certification when payment certification is done external to the entitlement system.

“Payment request” and “receiving report” are defined in the clause at 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports.

(b) Electronic invoicing. The WAWF system provides the method to electronically process vendor payment requests and receiving reports, as authorized by Defense Federal Acquisition Regulation Supplement (DFARS) 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports.

(c) WAWF access. To access WAWF, the Contractor shall—

(1) Have a designated electronic business point of contact in the System for Award Management at <https://www.sam.gov>; and

(2) Be registered to use WAWF at <https://wawf.eb.mil/> following the step-by-step procedures for self-registration available at this web site.

(d) WAWF training. The Contractor should follow the training instructions of the WAWF Web-Based Training Course and use the Practice Training Site before submitting payment requests through WAWF. Both can be accessed by selecting the “Web Based Training” link on the WAWF home page at <https://wawf.eb.mil/>.

(e) WAWF methods of document submission. Document submissions may be via web entry, Electronic Data Interchange, or File Transfer Protocol.

(f) WAWF payment instructions. The Contractor shall use the following information when submitting payment requests and receiving reports in WAWF for this contract or task or delivery order:

(1) Document type. The Contractor shall submit payment requests using the following document type(s):

(i) For cost-type line items, including labor-hour or time-and-materials, submit a cost voucher.

(ii) For fixed price line items—

(A) That require shipment of a deliverable, submit the invoice and receiving report specified by the Contracting Officer.

(Contracting Officer: Insert applicable invoice and receiving report document type(s) for fixed price line items that require shipment of a deliverable.)

(B) For services that do not require shipment of a deliverable, submit either the Invoice 2in1, which meets the requirements for the invoice and receiving report, or the applicable invoice and receiving report, as specified by the Contracting Officer.

(Contracting Officer: Insert either “Invoice 2in1” or the applicable invoice and receiving report document type(s) for fixed price line items for services.)

(iii) For customary progress payments based on costs incurred, submit a progress payment request.

(iv) For performance based payments, submit a performance based payment request.

(v) For commercial financing, submit a commercial financing request.

(2) Fast Pay requests are only permitted when Federal Acquisition Regulation (FAR) 52.213-1 is included in the contract.

[Note: The Contractor may use a WAWF “combo” document type to create some combinations of invoice and receiving report in one step.]

(3) Document routing. The Contractor shall use the information in the Routing Data Table below only to fill in applicable fields in WAWF when creating payment requests and receiving reports in the system.

Routing Data Table*

<i>Field Name in WAWF</i>	<i>Data to be entered in WAWF</i>
Pay Official DoDAAC	_____
Issue By DoDAAC	_____
Admin DoDAAC**	_____
Inspect By DoDAAC	_____
Ship To Code	_____
Ship From Code	_____
Mark For Code	_____
Service Approver (DoDAAC)	_____
Service Acceptor (DoDAAC)	_____
Accept at Other DoDAAC	_____
LPO DoDAAC	_____
DCAA Auditor DoDAAC	_____
Other DoDAAC(s)	_____

(*Contracting Officer: Insert applicable DoDAAC information. If multiple ship to/acceptance locations apply, insert “See Schedule” or “Not applicable.”)

(**Contracting Officer: If the contract provides for progress payments or performance-based payments, insert the DoDAAC for the contract administration office assigned the functions under FAR 42.302(a)(13).)

(4) Payment request. The Contractor shall ensure a payment request includes documentation appropriate to the type of payment request in accordance with the payment clause, contract financing clause, or Federal Acquisition Regulation 52.216-7, Allowable Cost and Payment, as applicable.

(5) Receiving report. The Contractor shall ensure a receiving report meets the requirements of DFARS Appendix F.

(g) WAWF point of contact.

(1) The Contractor may obtain clarification regarding invoicing in WAWF from the following contracting activity's WAWF point of contact.

(Contracting Officer: Insert applicable information or "Not applicable.")

(2) Contact the WAWF helpdesk at 866-618-5988, if assistance is needed.

(End of clause)

Section H - Special Contract Requirements

PRIVACY**BUSINESS ASSOCIATE AGREEMENT**
Privacy, Access, Use, and Disclosure of Protected Health Information

1. Introduction. In accordance with 45 C.F.R. §§ 164.502(e)(2) and 164.504(e), and DoDM 6025.18, “Implementation of the Health Insurance Portability and Accountability Act (HIPAA) Privacy Rule in DoD Health Care Programs,” March 13, 2019, this document serves as a Business Associate Agreement (BAA) between the signatory Parties for purposes of the HIPAA and the “HITECH Act” amendments thereof, as implemented by the HIPAA Rules and DoD HIPAA issuances (both defined below). The Parties are (1) a DoD Military Health System (MHS) component command such as a Navy Medicine Medical Treatment Facility (MTF) (Naval Medical center or Naval hospital), or special mission command (research, public health, other), acting as a HIPAA covered entity, and (2) another Federal or Government organization, civilian academic institution, or other civilian entity, acting as a HIPAA Business Associate (BA). The HIPAA Rules require BAAs between covered entities and BAs. Implementing this BAA requirement, the applicable DoD HIPAA issuances (DoDM 6025.18) provides that requirements applicable to BAs must be incorporated (or incorporated by reference) into the contract or agreement between the Parties.

2. Definitions:

a. Terms. Except as provided otherwise in this BAA, the following terms used in this BAA shall have the same meaning as those terms in the DoD HIPAA Rules (DoDM6025.18-): Data aggregation, designated record set, disclosure, health care operations, individual, minimum necessary, notice of privacy practices, protected health information (PHI), required by law, secretary, security incident, subcontractor, unsecured PHI, and use.

b. Breach. means actual or possible loss of control, unauthorized disclosure of or unauthorized access to PHI or other Personally Identifiable Information (PII) (which may include, but is not limited to PHI), where persons other than authorized users gain access or potential access to such information for any purpose other than authorized purposes, where one or more individuals will be adversely affected. The foregoing definition is based on the definition of “Breach” in DoD Privacy Act issuances as defined herein.

c. BA. shall generally have the same meaning as the term “BA” in the DoD HIPAA issuances, and in reference to this BAA, shall mean the entity (another Government organization, civilian academic institution, or other civilian organization), entering into agreement with a Navy Medicine MTF or special mission command.

d. Agreement. means this BAA together with the documents or other arrangements under which the BA signatory performs services involving access to PHI on behalf of the MHS component signatory to this BAA.

e. Covered Entity. shall generally have the same meaning as the term “covered entity” in the DoD HIPAA issuances, and in reference to this BAA, shall mean a Navy Medicine MTF or special mission command under the Bureau of Medicine and Surgery.

f. DHA Privacy Office. means the Defense Health Agency (DHA) Privacy and Civil Liberties Office. The DHA Privacy Office Director is the HIPAA Privacy and Security Officer for DHA, including the National Capital Region Medical Directorate.

g. DoD HIPAA Issuances. means the DoD issuances implementing the HIPAA Rules in the DoD MHS. These issuances are DoDM 6025.18 Implementation of the HIPAA Privacy Rule in DoD Health Care Programs,” March 13, 2019; DoD Instruction 6025.18, Privacy of Individually Identifiable Health Information in DoD Health Care Programs of December 2009, and DoD Instruction 8580.02, Security of Individually Identifiable Health Information in DoD Health Care Programs of August 2015.

h. DoD Privacy Act Issuances. means the DoD issuances implementing the Privacy Act, which are DoD Directive 5400.11, DoD Privacy Program of 29 October 2014, and DoD 5400.11-R, Department of Defense Privacy Program of 8 May 2007.

i. HIPAA Rules. means, collectively, the HIPAA privacy, security, breach and enforcement rules, issued by the United States (US) Department of Health and Human Services (HHS) and codified at 45 C.F.R. §§ 160 and 164, Subpart E (Privacy), Subpart C (Security), Subpart D (Breach) and 45 C.F.R. § 160, Subparts C-D (Enforcement), as amended by the 2013 modifications to those Rules which implemented the “HITECH Act” provisions of Publication L. 111-5. See 78 Federal Regulation 5566-5702 of 25 January 2013 (with corrections at 78 Federal Regulation 32464 of 7 June 2013. Additional HIPAA rules regarding electronic transactions and code sets (45 C.F.R. § 162) are not addressed in this BAA and are not included in the term HIPAA Rules.

j. HHS Breach. means a breach that satisfies the HIPAA Breach Rule definition of “Breach” in 45 C.F.R. § 164.402.

k. Service-Level Privacy Office. means one or more offices within the military services (Army, Navy, or Air Force) with oversight authority over Privacy Act and HIPAA privacy compliance.

3. Obligations and Activities of BA:

a. The BA shall not access, use, or disclose PHI other than as permitted or required by this Agreement, the controlling Memorandum of Understanding (MOU) or training affiliation agreement, or as required by law.

b. The BA shall use appropriate safeguards and comply with the DoD HIPAA Rules with respect to electronic PHI to prevent use or disclosure of PHI other than as provided for by this Agreement, the controlling MOU, or law.

c. The BA shall report to the covered entity any Breach of which it becomes aware and shall proceed with breach response steps required by paragraph 7 (Breach Response) of this BAA. With respect to electronic PHI, the BA shall also respond to any security incident of which it becomes aware in accordance with any information assurance provisions of the Understanding. If at any point the BA becomes aware that a security incident involves a breach, the BA shall immediately initiate breach response as required by paragraph 7 (Breach Response) of this BAA.

d. In accordance with 45 C.F.R. §§ 164.502(e)(1)(ii) and 164.308(b)(2), respectively, as applicable, the BA shall ensure that any entities that create, receive, maintain, or transmit PHI on behalf of the BA agree to the same restrictions, conditions, and requirements that apply to the BA with respect to such PHI.

e. The BA shall make available PHI in a designated record set, to the covered entity or, as directed by the covered entity, to an Individual, as necessary to satisfy the covered entity obligations under 45 C.F.R. § 164.524.

f. The BA shall make any amendment(s) to PHI in a designated record set as directed or agreed to by the covered entity pursuant to 45 C.F.R. § 164.526, or take other measures as necessary to satisfy covered entity’s obligations under 45 C.F.R. § 164.526.

g. The BA shall maintain and make available the information required to provide an accounting of disclosures to the covered entity or an individual as necessary to satisfy the covered entity’s obligations under 45 C.F.R. § 164.528.

h. To the extent the BA is to carry out one or more of the covered entity’s obligation(s) under the HIPAA privacy rule, the BA shall comply with the requirements of HIPAA privacy rule that apply to the covered entity in the performance of such obligation(s).

i. The BA shall make its internal practices, books, and records available to the Secretary and the covered entity for purposes of audit and in determining compliance with the HIPAA Rules.

4. Permitted Uses and Disclosures by BA:

a. The BA may only use or disclose PHI as necessary to perform the services set forth in the Understanding or as required by law. The BA is not permitted to de-identify PHI under DoD HIPAA issuances or the corresponding 45 C.F.R. § 164.514(a) through (c), nor is it permitted to use or disclose de-identified PHI except as provided by the Understanding or directed by the covered entity.

b. The BA agrees to use, disclose, and request PHI only in accordance with the HIPAA privacy rule “minimum necessary” standard and corresponding DHA policies and procedures as stated in the DoD HIPAA issuances.

c. The BA shall not use or disclose PHI in a manner that would violate the DoD HIPAA issuances or HIPAA privacy rules if done by the covered entity, except uses and disclosures for the BA’s own management and administration and legal responsibilities or for data aggregation services as set forth in the following three paragraphs:

(1) Except as otherwise limited in the understanding, the BA may use PHI for the proper management and administration of the BA or to carry out the legal responsibilities of the BA. The foregoing authority to use PHI does not apply to disclosure of PHI, which is covered in the next paragraph.

(2) Except as otherwise limited in the Understanding, the BA may disclose PHI for the proper management and administration of the BA or to carry out the legal responsibilities of the BA, provided that disclosures are required by law, or the BA obtains reasonable assurances from the person to whom the PHI is disclosed that it will remain confidential and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person, and the person notifies the BA of any instances of which it is aware in which the confidentiality of the information has been breached.

(3) Except as otherwise limited in the Understanding, the BA may use PHI to provide Data Aggregation services relating to the covered entity’s health care operations.

5. Provisions for Covered Entity to Inform BA of Privacy Practices and Restrictions:

a. The covered entity shall provide the BA with the notice of privacy practices that the covered entity produces in accordance with 45 C.F.R. § 164.520 and the corresponding provision of the DoD HIPAA issuances (DoDM 6025.18).

b. The covered entity shall notify the BA of any changes in, or revocation of, the permission by an Individual to use or disclose his or her PHI, to the extent that such changes affect the BA’s use or disclosure of PHI.

c. The covered entity shall notify the BA of any restriction on the use or disclosure of PHI that the covered entity has agreed to or is required to abide by under 45 C.F.R. § 164.522, to the extent that such changes may affect the BA’s use or disclosure of PHI.

6. Permissible Requests by Covered Entity. The covered entity shall not request the BA to use or disclose PHI in any manner that would not be permissible under the HIPAA privacy rule or any applicable Government regulations (including without limitation, DoD HIPAA issuances) if done by the covered entity, except for providing Data Aggregation services to the covered entity and for management and administrative activities of the BA as otherwise permitted by this BAA.

7. Breach Response:

a. General. Breach Response is designed to satisfy the DoD Privacy Act issuances and the HIPAA Breach Rule as implemented by the DoD HIPAA issuances. In general, the BA shall report the breach to the covered entity, assess the breach incident, notify affected individuals, and take mitigating actions, as applicable. Because DoD defines "Breach" to include possible (suspected) as well as actual (confirmed) breaches, the BA shall implement these breach response requirements immediately upon the BA's discovery of a possible breach. The following provisions set forth the BA's Privacy Act and HIPAA breach response requirements for all breaches, including but not limited to HHS breaches (defined below). In the event of a breach of PII or PHI held by the BA, the BA shall follow the breach response requirements set forth under paragraphs 7, 8, and 9 of this BAA, which are designed to satisfy both the Privacy Act and HIPAA, as applicable.

(1) If a breach involves PII without PHI, then the BA shall comply with DoD Privacy Act issuance breach response requirements only.

(2) If a breach involves PHI (a subset of PII), then the BA shall comply with both Privacy Act and HIPAA breach response requirements.

(3) If a breach involves PHI, it may or may not constitute an HHS Breach. If a breach is not an HHS Breach, then the BA has no HIPAA breach response obligations. In such cases, the BA must still comply with breach response requirements under the DoD Privacy Act issuances.

b. HHS Breach. If the DHA Privacy Office determines that a breach is an HHS Breach, then the BA shall comply with both the HIPAA Breach Rule and DoD Privacy Act issuances, as directed by the DHA Privacy Office, regardless of where the breach occurs.

c. Non-HHS Breach. If the DHA Privacy Office determines that the breach does not constitute an HHS Breach, then the BA shall comply with DoD Privacy Act issuances, as directed by the applicable Service-Level Privacy Office.

d. Service-Level Privacy Office Point of Contact (POC). Brian Martin, who may be reached at Comm: 904-542-3559, DSN: 312-942-3559, or via E-mail: brian.k.martin4.civ@mail.mil, or usn.ncr.bumedfchava.list.bumed-pii-rpt@mail.mil.

BRIAN K. MARTIN
CODE M31 PRIVACY OFFICE
BUMED DETACHMENT JACKSONVILLE
H2005 KNIGHT LANE
PO BOX 140
NAVAL AIR STATION JACKSONVILLE FL 32212

8. Breach Reporting Provisions:

a. The BA shall report the breach within 1 business day of discovery to the US Computer Emergency Readiness Team (US-CERT) and within 24 hours of discovery to the DHA Privacy Office and the other Parties set forth below. The BA is deemed to have discovered a breach as of the time a breach (suspected or confirmed) is known, or by exercising reasonable diligence would have been known, to any person (other than the person committing it) who is an employee, officer, or other agent of the BA.

b. The BA shall submit the US-CERT report using the online form at <https://forms.us-cert.gov/report>. Before submission to US-CERT, the BA shall save a copy of the on-line report. After submission, the BA shall record the US-CERT Reporting Number. Although only limited information about the breach may be available as of the 1 hour deadline for submission, the BA shall submit the US-CERT report by the deadline. The BA shall e-mail updated information as it is obtained, following the instructions at: <http://www.us-cert.gov/pgp/email.html>. The BA shall provide a copy of the initial or updated US-CERT report to the DHA Privacy Office and the applicable Service-Level Privacy Office, if requested by either.

BA questions about US-CERT reporting shall be directed to the DHA or Service-Level Privacy Office, not the US-CERT office.

c. The BA report due within 24 hours shall be submitted by completing the New Breach Reporting Form DD 2959 at the Breach Response page on the DHA Privacy Office web site and emailing that form to, as applicable, the DHA Privacy Office, the Service-Level Privacy Office, the Contracting Officer (CO) and Contracting Officer's Representative (COR) (if the Understanding is not a contract, delete these references to the CO and COR), and the BA's DoD POC unless the POC specifies another addressee for breach reporting. Encryption is not required, because Breach Report Forms should not contain PII or PHI. The email address for notices to the DHA Privacy Office is provided at the Privacy Office web site breach response page. If electronic mail is not available, telephone notification is also acceptable, but all notifications and reports delivered telephonically must be confirmed by email as soon as technically feasible.

d. If multiple beneficiaries are affected by a single event or related set of events, then a single reportable breach may be deemed to have occurred, depending on the circumstances. The BA shall inform the DHA Privacy Office as soon as possible if it believes that "single event" breach response is appropriate; the DHA Privacy Office will determine how the BA shall proceed and, if appropriate, consolidate separately reported breaches for purposes of BA report updates, beneficiary notification, and mitigation.

e. When a Breach Report Form initially submitted is incomplete or incorrect due to unavailable information, or when significant developments require an update, the BA shall submit a revised form or forms, stating the updated status and previous report date(s) and showing any revisions or additions in red text. Examples of updated information the BA shall report include, but are not limited to:

(1) Confirmation on the exact data elements involved.

(2) Root cause of the incident.

(3) Any mitigation actions to include, sanctions, training, incident containment, follow-up, etc. The BA shall submit these report updates promptly after the new information becomes available. Prompt reporting of updates is required to allow the DHA Privacy Office to make timely final determinations on any subsequent notifications or reports. The BA shall provide updates to the same Parties as required for the initial Breach Reporting Form. The BA is responsible for reporting all information needed by the DHA Privacy Office to make timely and accurate determinations on reports to HHS as required by the HHS Breach Rule and reports to the Defense Privacy and Civil Liberties Office as required by DoD Privacy Act issuances.

f. In the event the BA is uncertain on how to apply the above requirements, the BA shall consult with the DHA privacy office or service-level privacy office when determinations on applying the above requirements are needed.

9. Breach - Individual Notification Provisions:

a. Determine if Notification is Required. If the DHA Privacy Office determines that individual notification is required, the BA shall provide written notification to individuals affected by the breach as soon as possible, but no later than 60 working days after the breach is discovered and the identities of the individuals ascertained. The 60-day period begins when the BA is able to determine the identities (including addresses) of the individuals whose records were impacted.

b. Draft Proposed Notification. The BA's proposed notification to be issued to the affected individuals shall be submitted to the Parties to which reports are submitted under paragraph 7 (breach response) for their review and for approval by the DHA Privacy Office. Upon request, the BA shall provide the DHA Privacy Office with the final text of the notification letter sent to the affected individuals. If different groups of affected individuals receive different notification letters, then the BA shall provide the text of the letter for each group. PII shall not be included with the text of the letter(s) provided. Copies of further correspondence with affected

individuals need not be provided unless requested by the Privacy Office. The BA's notification to the individuals, at a minimum, shall include the following:

(1) Identify PII Lost. The individual(s) must be advised of what specific data was involved. It is insufficient to simply state that PII has been lost. Where names, Social Security Numbers (SSNs) or truncated SSNs, and Dates of Birth are involved, it is critical to advise the individual that these data elements potentially have been breached.

(2) Inform. The affected individual(s) must be informed of the facts and circumstances surrounding the breach. The description should be sufficiently detailed so that the individual clearly understands how the breach occurred.

(3) Protective Actions. The affected individual(s) must be informed of what protective actions the BA is taking or the individual can take to mitigate against potential future harm. The notice must refer the individual to the current Federal Trade Commission (FTC) web site pages on identity theft and the FTC's Identity Theft Hotline: Toll Free: 1-877-ID-THEFT (438-4338), TTY: 1-866-653-4261.

(4) Credit Monitoring. The individual(s) must also be informed of any mitigating support services (e.g., 1 year of free credit monitoring, identification of fraud expense coverage for affected individuals, provision of credit freezes, etc.) that the BA may offer affected individuals, the process to follow to obtain those services, the period of time the services will be made available, and contact information (including a phone number, either direct or toll-free, e-mail address and postal address) for obtaining more information.

(5) Labeling. BAs shall ensure any envelope containing written notifications to affected individuals are clearly labeled to alert the recipient to the importance of its contents (e.g., "Data Breach Information Enclosed") and that the envelope is marked with the identity of the BA or subcontractor organization that suffered the breach. The letter must also include contact information for a designated POC to include, phone number, email address, and postal address.

c. Notification within 60 Days. If the BA determines that it cannot readily identify, or will be unable to reach, some affected individuals within the 60-day period after discovering the breach, the BA shall so indicate in the initial or updated Breach Report Form. Within the 10-day period, the BA shall provide the approved notification to those individuals who can be reached. Other individuals must be notified within 60 days after identities and addresses are ascertained. The BA shall consult with the DHA Privacy Office, which will determine which media notice is most likely to reach the population not otherwise identified or reached. The BA shall issue a generalized media notice(s) to that population in accordance with Privacy Office approval.

d. Costs. The BA shall, at no cost to the government, bear any costs associated with a breach of PII or PHI that the BA has caused or is otherwise responsible for addressing.

e. Security Incident versus Breach. Breaches are not to be confused with security incidents (often referred to as cyber security incidents when electronic information is involved), which may or may not involve a breach of PII or PHI. In the event of a security incident not involving a PII or PHI breach, the BA shall follow applicable DoD Information Assurance requirements under its Understanding. If at any point the BA finds that a cyber security incident involves a PII or PHI breach (suspected or confirmed), the BA shall immediately initiate the breach response procedures set forth herein. The BA shall also continue to follow any required cyber security incident response procedures to the extent needed to address security issues, as determined by DoD/DHA.

10. Termination:

a. Termination. Noncompliance by the BA (or any of its staff, agents, or subcontractors) with any requirements in this BAA may subject the BA to termination under any applicable default or other termination provision of the Understanding.

b. Effect of Termination.

(1) If the Understanding has records management requirements, the BA shall handle such records in accordance with the records management requirements. If the Understanding does not have records management requirements, the records should be handled in accordance with subparagraphs (2) and (3) below. If the Understanding has provisions for transfer of records and PII or PHI to a successor BA or if DHA gives directions for such transfer, the BA shall handle such records and information in accordance with such Understanding provisions or DHA direction.

(2) If the Understanding does not have records management requirements, except as provided in the following paragraph (3), upon termination of the Understanding, for any reason, the BA shall return or destroy all PHI received from the covered entity, or created or received by the BA on behalf of the covered entity that the BA still maintains in any form. This provision shall apply to PHI that is in the possession of subcontractors or agents of the BA. The BA shall retain no copies of the PHI.

(3) If the Understanding does not have records management provisions and the BA determines that returning or destroying the PHI is infeasible, the BA shall provide to the covered entity notification of the conditions that make return or destruction infeasible. Upon mutual agreement of the covered entity and the BA that return or destruction of PHI is infeasible, the BA shall extend the protections of the Understanding to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as the BA maintains such PHI.

11. Miscellaneous:

a. Survival. The obligations of BA under the “Effect of Termination” provision of this BAA shall survive the termination of the Understanding.

b. Interpretation. Any ambiguity in the Understanding shall be resolved in favor of a meaning that permits the covered entity and the BA to comply with HIPAA and the DoD HIPAA Rules.

(End of Text)

BASE ACCESS (NMCP)

Commander, Navy Installations Command (CNIC), has established the Navy Commercial Access Control System (NCACS), a standardized process for granting unescorted access privileges to vendors, contractors, suppliers and service providers not otherwise entitled to the issuance of a Common Access Card (CAC) who seek access to and can provide justification to enter Navy installations and facilities. *Vendors visiting Naval Medical Center Portsmouth (NMCP) may obtain daily passes directly from Naval Station Norfolk (NSN) Pass and ID office, located at NSN (Bldg CD-9), 9040 Hampton Blvd, Norfolk, Virginia, 23505*, by submitting identification credentials for verification and undergoing a criminal screening/ background check. Alternatively, if the vendor so chooses, it may voluntarily elect to obtain long-term credentials through enrollment, registration, background vetting, screening, issuance of credentials, and electronic validation of credentials at its own cost through one of the designated independent contractor NCACS service providers. Credentials will be issued every five years and access privileges will be reviewed / renewed on an annual basis. The costs incurred to obtain Navy installation access of any kind are not reimbursable, and the price(s) paid for obtaining long-term NCACS credentials will not be approved as a direct cost of this contract. Further information regarding NCACS can be found at http://cnic.navy.mil/CNIC_HQ_Site/index.htm.

(End of Text)

CONTRACTOR UNCLASSIFIED ACCESS TO FEDERALLY CONTROLLED FACILITIES, SENSITIVE INFORMATION, INFORMATION TECHNOLOGY (IT) SYSTEMS OR PROTECTED HEALTH INFORMATION (JAN 2017)

Homeland Security Presidential Directive (HSPD)-12, requires government agencies to develop and implement Federal security standards for Federal employees and contractors. The Deputy Secretary of Defense Directive-Type Memorandum (DTM) 08-006 – “DoD Implementation of Homeland Security Presidential Directive – 12 (HSPD-12)” dated November 26, 2008 (or its subsequent DoD instruction) directs implementation of HSPD-12. This clause is in accordance with HSPD-12 and its implementing directives.

Applicability

This text applies to contractor employees requiring physical access to any area of a federally controlled base, facility or activity and/or requiring access to a DoN or DoD computer/network/system to perform certain unclassified sensitive duties. This clause also applies to contractor employees who access Privacy Act and Protected Health Information, provide support associated with fiduciary duties, or perform duties that have been identified as National Security Position, as advised by the command security manager. It is the responsibility of the responsible security officer of the command/facility where the work is performed to ensure compliance.

Each contractor employee providing services at a Navy Command under this contract is required to obtain a Department of Defense Common Access Card (DoD CAC). Additionally, depending on the level of computer/network access, the contract employee will require a successful investigation as detailed below.

Access To Federal Facilities

Per HSPD-12 and implementing guidance, all contractor employees working at a federally controlled base, facility or activity under this clause will require a DoD CAC. When access to a base, facility or activity is required contractor employees shall in-process with the Command's Security Manager upon arrival to the Command and shall out-process prior to their departure at the completion of the individual's performance under the contract.

Access To DoD IT Systems

In accordance with SECNAV M-5510.30, contractor employees who require access to DoN or DoD networks are categorized as IT-I, IT-II, or IT-III. The IT-II level, defined in detail in SECNAV M-5510.30, includes positions which require access to information protected under the Privacy Act, to include Protected Health Information (PHI). All contractor employees under this contract who require access to Privacy Act protected information are therefore categorized no lower than IT-II. IT Levels are determined by the requiring activity's Command Information Assurance Manager.

Contractor employees requiring privileged or IT-I level access, (when specified by the terms of the contract) require a Single Scope Background Investigation (SSBI) or T5 or T5R equivalent investigation, which is a higher level investigation than the National Agency Check with Law and Credit (NACLC)/T3/T3R described below. Due to the privileged system access, an investigation suitable for High Risk national security positions is required. Individuals who have access to system control, monitoring, or administration functions (e.g. system administrator, database administrator) require training and certification to Information Assurance Technical Level 1, and must be trained and certified on the Operating System or Computing Environment they are required to maintain.

Access to sensitive IT systems is contingent upon a favorably adjudicated background investigation. When access to IT systems is required for performance of the contractor employee's duties, such employees shall in-process with the Navy Command's Security Manager and Information Assurance Manager upon arrival to the Navy command and shall out-process prior to their departure at the completion of the individual's performance under the contract. Completion and approval of a System Authorization Access Request Navy (SAAR-N) form is required for all individuals accessing Navy Information Technology resources. The decision to authorize access to a government IT system/network is inherently governmental. The contractor supervisor is not authorized to sign the SAAR-N;

therefore, the government employee with knowledge of the system/network access required or the COR shall sign the SAAR-N as the “supervisor”.

The SAAR-N shall be forwarded to the Command’s Security Manager at least 30 days prior to the individual’s start date. Failure to provide the required documentation at least 30 days prior to the individual’s start date may result in delaying the individual’s start date.

When required to maintain access to required IT systems or networks, the contractor shall ensure that all employees requiring access complete annual Information Assurance (IA) training, and maintain a current requisite background investigation. The Contractor’s Security Representative shall contact the Command Security Manager for guidance when reinvestigations are required.

Interim Access

The Command's Security Manager may authorize issuance of a DoD CAC and interim access to a DoN or DoD unclassified computer/network upon a favorable review of the investigative questionnaire and advance favorable fingerprint results. When the results of the investigation are received and a favorable determination is not made, the contractor employee working on the contract under interim access will be denied access to the computer network and this denial will not relieve the contractor of his/her responsibility to perform.

Denial or Termination of Access

The potential consequences of any requirement under this clause including denial or termination of physical or system access in no way relieves the contractor from the requirement to execute performance under the contract within the timeframes specified in the contract. Contractors shall plan ahead in processing their employees and subcontractor employees. The contractor shall insert this clause in all subcontracts when the subcontractor is permitted to have unclassified access to a federally controlled facility, federally-controlled information system/network and/or to government information, meaning information not authorized for public release.

Contractor’s Security Representative

The contractor shall designate an employee to serve as the Contractor’s Security Representative. Within three work days after contract award, the contractor shall provide to the requiring activity’s Security Manager and the Contracting Officer, in writing, the name, title, address and phone number for the Contractor’s Security Representative. The Contractor’s Security Representative shall be the primary point of contact on any security matter. The Contractor’s Security Representative shall not be replaced or removed without prior notice to the Contracting Officer and Command Security Manager.

Background Investigation Requirements And Security Approval Process For Contractors Assigned To National Security Positions Or Performing Sensitive Duties

Navy security policy requires that all positions be given a sensitivity value based on level of risk factors to ensure appropriate protective measures are applied. Contractor employees under this contract are recognized as Non-Critical Sensitive [ADP/IT-II] positions when the contract scope of work require physical access to a federally controlled base, facility or activity and/or requiring access to a DoD computer/network, to perform unclassified sensitive duties. This designation is also applied to contractor employees who access Privacy Act and Protected Health Information (PHI), provide support associated with fiduciary duties, or perform duties that have been identified as National Security Positions. At a minimum, each contractor employee must be a US citizen and have a favorably completed NACLC or T3 or T3R equivalent investigation to obtain a favorable determination for assignment to a non-critical sensitive or IT-II position. The investigation consists of a standard NAC and a FBI fingerprint check plus law enforcement checks and credit check. Each contractor employee filling a non-critical sensitive or IT-II position is required to complete:

- SF-86 Questionnaire for National Security Positions (or equivalent OPM investigative product)

- Two FD-258 Applicant Fingerprint Cards (or an electronic fingerprint submission)
- Original Signed Release Statements

Failure to provide the required documentation at least 30 days prior to the individual's start date shall result in delaying the individual's start date. Background investigations shall be reinitiated as required to ensure investigations remain current (not older than 10 years) throughout the contract performance period. The Contractor's Security Representative shall contact the Command Security Manager for guidance when reinvestigations are required.

Regardless of their duties or IT access requirements ALL contractor employees shall in-process with the Command's Security Manager upon arrival to the command and shall out-process prior to their departure at the completion of the individual's performance under the contract. Employees requiring IT access shall also check-in and check-out with the Navy Command's Information Assurance Manager. Completion and approval of a System Authorization Access Request Navy (SAAR-N) form is required for all individuals accessing Navy Information Technology resources. The SAAR-N shall be forwarded to the Navy Command's Security Manager at least 30 days prior to the individual's start date. Failure to provide the required documentation at least 30 days prior to the individual's start date shall result in delaying the individual's start date.

The contractor shall ensure that each contract employee requiring access to IT systems or networks complete annual Information Assurance (IA) training, and maintain a current requisite background investigation. Contractor employees shall accurately complete the required investigative forms prior to submission to the Command Security Manager. The Command's Security Manager will review the submitted documentation for completeness prior to submitting it to the Office of Personnel Management (OPM); Potential suitability or security issues identified may render the contractor employee ineligible for the assignment. An unfavorable determination is final (subject to SF-86 appeal procedures) and such a determination does not relieve the contractor from meeting any contractual obligation under the contract. The Command's Security Manager will forward the required forms to OPM for processing. Once the investigation is complete, the results will be forwarded by OPM to the DoD Central Adjudication Facility (CAF) for a determination.

If the contractor employee already possesses a current favorably adjudicated investigation, the contractor shall submit a Visit Authorization Request (VAR) via the Joint Personnel Adjudication System (JPAS) or a hard copy VAR directly from the contractor's Security Representative. Although the contractor will take JPAS "Owning" role over the contractor employee, the Command will take JPAS "Servicing" role over the contractor employee during the hiring process and for the duration of assignment under that contract. The contractor shall include the IT Position Category per SECNAV M-5510.30 for each employee designated on a VAR. The VAR requires annual renewal for the duration of the employee's performance under the contract.

(End of Text)

Section I - Contract Clauses

CLAUSES INCORPORATED BY REFERENCE

52.202-1	Definitions	JUN 2020
52.203-3	Gratuities	APR 1984
52.204-13	System for Award Management Maintenance	OCT 2018
52.204-25	Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment	NOV 2021
52.211-6	Brand Name or Equal	AUG 1999
52.212-4	Contract Terms and Conditions--Commercial Products and Commercial Services	DEC 2022
52.232-33	Payment by Electronic Funds Transfer--System for Award Management	OCT 2018
52.232-39	Unenforceability of Unauthorized Obligations	JUN 2013
52.232-40	Providing Accelerated Payments to Small Business Subcontractors	MAR 2023
52.233-1	Disputes	MAY 2014
52.233-3	Protest After Award	AUG 1996
52.233-4	Applicable Law for Breach of Contract Claim	OCT 2004
52.243-1	Changes--Fixed Price	AUG 1987
52.249-8	Default (Fixed-Price Supply & Service)	APR 1984
252.203-7000	Requirements Relating to Compensation of Former DoD Officials	SEP 2011
252.203-7002	Requirement to Inform Employees of Whistleblower Rights	DEC 2022
252.203-7003	Agency Office of the Inspector General	AUG 2019
252.203-7005	Representation Relating to Compensation of Former DoD Officials	SEP 2022
252.204-7006	Billing Instructions	OCT 2005
252.204-7008	Compliance With Safeguarding Covered Defense Information Controls	OCT 2016
252.204-7012	Safeguarding Covered Defense Information and Cyber Incident Reporting	JAN 2023
252.204-7015	Notice of Authorized Disclosure of Information for Litigation Support	JAN 2023
252.211-7003	Item Unique Identification and Valuation	JAN 2023
252.225-7001	Buy American And Balance Of Payments Program--Basic	JAN 2023
252.225-7048	Export-Controlled Items	JUN 2013
252.232-7010	Levies on Contract Payments	DEC 2006
252.243-7001	Pricing Of Contract Modifications	DEC 1991

CLAUSES INCORPORATED BY FULL TEXT

52.203-19 PROHIBITION ON REQUIRING CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS OR STATEMENTS (JAN 2017)

(a) Definitions. As used in this clause--

Internal confidentiality agreement or statement means a confidentiality agreement or any other written statement that the contractor requires any of its employees or subcontractors to sign regarding nondisclosure of contractor information, except that it does not include confidentiality agreements arising out of civil litigation or confidentiality agreements that contractor employees or subcontractors sign at the behest of a Federal agency.

Subcontract means any contract as defined in subpart 2.1 entered into by a subcontractor to furnish supplies or services for performance of a prime contract or a subcontract. It includes but is not limited to purchase orders, and changes and modifications to purchase orders.

Subcontractor means any supplier, distributor, vendor, or firm (including a consultant) that furnishes supplies or services to or for a prime contractor or another subcontractor.

(b) The Contractor shall 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).

(c) The Contractor shall notify current employees and subcontractors that prohibitions and restrictions of any preexisting internal confidentiality agreements or statements covered by this clause, to the extent that such prohibitions and restrictions are inconsistent with the prohibitions of this clause, are no longer in effect.

(d) The prohibition in paragraph (b) of this clause 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.

(e) 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) use of funds appropriated (or otherwise made available) is prohibited, if the Government determines that the Contractor is not in compliance with the provisions of this clause.

(f) The Contractor shall include the substance of this clause, including this paragraph (f), in subcontracts under such contracts.

(End of clause)

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (NOV 2021)

(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 products and commercial services:

(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 (NOV 2021) (Section 1634 of Pub. L. 115-91).

(3) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (NOV 2021) (Section 889(a)(1)(A) of Pub. L. 115-232).

(4) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015).

(5) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(6) 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 products and commercial services: [Contracting Officer check as appropriate.]

___ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (JUN 2020), with Alternate I (NOV 2021) (41 U.S.C. 4704 and 10 U.S.C. 2402).

___ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (NOV 2021) (41 U.S.C. 3509).

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

X (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (JUN 2020) (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).

X (8) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (NOV 2021) (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) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (SEP 2021) (15 U.S.C. 657a).

___ (12) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (SEP 2021) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

___ (13) [Reserved]

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

___ (ii) Alternate I (MAR 2020) of 52.219-6.

___ (15)(i) 52.219-7, Notice of Partial Small Business Set-Aside (NOV 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 (NOV 2021) (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 (JUN 2020) of 52.219-9.

- ____ (v) Alternate IV (SEP 2021) of 52.219-9.
- ____ (18) (i) 52.219-13, Notice of Set-Aside of Orders (MAR 2020) (15 U.S.C. 644(r)).
- ____ (ii) Alternate I (MAR 2020) of 52.219-13.
- ____ (19) 52.219-14, Limitations on Subcontracting (SEP 2021) (15 U.S.C. 657s).
- ____ (20) 52.219-16, Liquidated Damages—Subcontracting Plan (SEP 2021) (15 U.S.C. 637(d)(4)(F)(i)).
- ____ (21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (SEP 2021) (15 U.S.C. 657f).
- ____ (22) (i) 52.219-28, Post-Award Small Business Program Rerepresentation (SEP 2021) (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 Concerns (SEP 2021) (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 (SEP 2021) (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 (SEP 2021) (15 U.S.C. 657s).
- X** (27) 52.222-3, Convict Labor (JUN 2003) (E.O. 11755).
- X** (28) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (JAN 2020) (E.O. 13126).
- X** (29) 52.222-21, Prohibition of Segregated Facilities (APR 2015).
- X** (30)(i) 52.222-26, Equal Opportunity (SEPT 2016) (E.O. 11246).
- ____ (ii) Alternate I (FEB 1999) of 52.222-26.
- ____ (31)(i) 52.222-35, Equal Opportunity for Veterans (JUN 2020) (38 U.S.C. 4212).
- ____ (ii) Alternate I (JUL 2014) of 52.222-35.
- X** (32)(i) 52.222-36, Equal Opportunity for Workers with Disabilities (JUN 2020) (29 U.S.C. 793).
- ____ (ii) Alternate I (JUL 2014) of 52.222-36.
- ____ (33) 52.222-37, Employment Reports on Veterans (JUN 2020) (38 U.S.C. 4212).
- ____ (34) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496).
- X** (35)(i) 52.222-50, Combating Trafficking in Persons (NOV 2021) (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 (NOV 2021). (E. O. 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial products or commercial services as prescribed in FAR 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 2014) (E.O.s 13423 and 13514).

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

____ (41)(i) 52.223-14, Acquisition of EPEAT® Registered Televisions (JUN 2014) (E.O.s 13423 and 13514).

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

____ (42) 52.223-15, Energy Efficiency in Energy-Consuming Products (MAY 2020) (42 U.S.C. 8259b).

____ (43)(i) 52.223-16, Acquisition of EPEAT®-Registered Personal Computer Products (OCT 2015) (E.O.s 13423 and 13514).

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

X (44) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (JUN 2020) (E.O. 13513).

____ (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.

X (48) 52.225-1, Buy American--Supplies (NOV 2021) (41 U.S.C. chapter 83).

____ (49) (i) 52.225-3, Buy American--Free Trade Agreements--Israeli Trade Act (NOV 2021) (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 (JAN 2021) of 52.225-3.

____ (iii) Alternate II (JAN 2021) of 52.225-3.

____ (iv) Alternate III (JAN 2021) 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 (FEB 2021) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

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

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

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

____ (55) 52.229-12, Tax on Certain Foreign Procurements (FEB 2021).

____ (56) 52.232-29, Terms for Financing of Purchases of Commercial Products and Commercial Services (NOV 2021) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

____ (57) 52.232-30, Installment Payments for Commercial Products and Commercial Services (NOV 2021) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

X (58) 52.232-33, Payment by Electronic Funds Transfer—System for Award Management (OCT 2018) (31 U.S.C. 3332).

____ (59) 52.232-34, Payment by Electronic Funds Transfer—Other than System for Award Management (JUL 2013) (31 U.S.C. 3332).

____ (60) 52.232-36, Payment by Third Party (MAY 2014) (31 U.S.C. 3332).

____ (61) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).

____ (62) 52.242-5, Payments to Small Business Subcontractors (JAN 2017)(15 U.S.C. 637(d)(13)).

____ (63)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (NOV 2021) (46 U.S.C. 55305 and 10 U.S.C. 2631).

____ (ii) Alternate I (APR 2003) of 52.247-64.

____ (iii) Alternate II (NOV 2021) 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 products and commercial services: [Contracting Officer check as appropriate.]

____ (1) 52.222-41, Service Contract Labor Standards (AUG 2018) (41 U.S.C. chapter 67).

____ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

_____ (3) 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).

_____ (4) 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).

_____ (5) 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).

_____ (6) 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).

_____ (7) 52.222-55, Minimum Wages Under Executive Order 13658 (NOV 2020) (E.O. 13658).

_____ (8) 52.222-62, Paid Sick Leave Under Executive Order 13706 (JAN 2017) (E.O. 13706).

_____ (9) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (JUN 2020) (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, as defined in FAR 2.101, on the date of award of this contract, 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 products or commercial services. 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 (NOV 2021) (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 (NOV 2021) (Section 1634 of Pub. L. 115-91).

(iv) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (NOV 2021) (Section 889(a)(1)(A) of Pub. L. 115-232).

(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 subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds the applicable threshold specified in FAR 19.702(a) on the date of subcontract award, the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(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 (JUN 2020) (38 U.S.C. 4212).

(ix) 52.222-36, Equal Opportunity for Workers with Disabilities (JUN 2020) (29 U.S.C. 793).

(x) 52.222-37, Employment Reports on Veterans (JUN 2020) (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 (NOV 2021) (22 U.S.C. chapter 78 and E.O. 13627).

_____ (B) Alternate I (March 2, 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 (NOV 2021) (E. O. 12989).

(xvii) 52.222-55, Minimum Wages Under Executive Order 13658 (NOV 2020) (E.O. 13658).

(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. (JUN 2020) (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 (NOV 2021) (46 U.S.C. 55305 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 products and commercial services a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

52.213-3 NOTICE TO SUPPLIER (APR 1984)

This is a firm order ONLY if your price does not exceed the maximum line item or total price in the Schedule. Submit invoices to the Contracting Officer. If you cannot perform in exact accordance with this order, WITHHOLD PERFORMANCE and notify the Contracting Officer immediately, giving your quotation.

(End of clause)

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):

FAR Clauses <http://acquisition.gov/far/>

DFARS Clauses <http://www.acq.osd.mil/dpap/dars/dfars/index.htm>

(End of clause)

Section M - Evaluation Factors for Award

EVALUATION FACTOR

This will be an “all or none” award, so vendors must provide a quote on all of the CLINs listed in Section B, Equipment Listing and adhere to the Performance Work Statement.

Quotes will be evaluated as follows for Best Value. Factors are listed in order of importance with technical being the most important factor. Past performance and price are equal in their importance, but less important than technical. Vendor must provide all of the requested documents below to be considered “responsive” to this solicitation.

Technical capabilities/technical approach

- Vendor to provide technical capabilities statement/technical approach for completing the services per the Performance Work Statement (see Section C)
 - Document is to be unpriced and separate from the remainder of the quote package
 - List all pertinent information with regards to performing this service (examples are below).
 - Key personnel
 - Performance and delivery schedule

Past Performance

- Vendor to provide a minimum of three (3) references for similar services provided during the past 24 months
 - Customer POC (phone and email)
 - Period of Performance
 - Contract Number (if applicable)
 - Dollar Value of contract

Price evaluation

- Vendor to provide a published price list (not a GSA contract price list) or two invoices for the same or similar services or supplies
- Vendor must breakdown all pricing elements as listed in Section B and the Equipment Listing.