

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30				1. REQUISITION NO. 659-14-3-028-0165		PAGE 1 OF 42 pages							
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NO.		5. SOLICITATION NUMBER VA246-14-Q-0363		6. SOLICITATION ISSUE DATE 06-03-2014					
7. FOR SOLICITATION INFORMATION CALL:		a. NAME Dori Dabbs				b. TELEPHONE NO. (No Collect Calls) 704-638-9000 x3219		8. OFFER DUE DATE/LOCAL TIME 06-16-2014 10:00 AM					
9. ISSUED BY Dori Dabbs Department of Veterans Affairs Network Contracting Office (NCO 6) 1601 Brenner Ave Salisbury NC 28144				CODE		10. THIS ACQUISITION IS <input checked="" type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS		UNRESTRICTED OR <input checked="" type="checkbox"/> SET ASIDE: 100 % FOR: <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM <input type="checkbox"/> EDWOSB NAICS: 339112 SIZE STANDARD: 500 Employees					
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 N/A							
15. DELIVER TO Department of Veterans Affairs VA Medical Center Warehouse 1601 Brenner Ave Salisbury NC 28144				CODE		14. METHOD OF SOLICITATION <input checked="" type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP							
16. ADMINISTERED BY Dori Dabbs Contract Specialist 704-638-9000 x3219 dori.dabbs2@va.gov				CODE		17a. CONTRACTOR/OFFEROR CODE							
17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER <input type="checkbox"/>				FACILITY CODE		18a. PAYMENT WILL BE MADE BY Department of Veterans Affairs FMS-VA-2 (101) Financial Services Center PO Box 149971 Austin TX 78714-9971							
TELEPHONE NO.				DUNS:		DUNS+4:		PHONE:					
18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM				CODE		FAX:							
19. ITEM NO.		20. SCHEDULE OF SUPPLIES/SERVICES				21. QUANTITY		22. UNIT		23. UNIT PRICE		24. AMOUNT	
		Depuy/Synthes Trauma Instruments and Implants See complete list of items beginning on page 4  This is a Brand Name Only requirement. Offeror to be an authorized distributor for Depuy/Synthes products.  New product ONLY- no remanufactured or gray market items  (Use Reverse and/or Attach Additional Sheets as Necessary)											
25. ACCOUNTING AND APPROPRIATION DATA								26. TOTAL AWARD AMOUNT (For Govt. Use Only)					
<input checked="" type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA								<input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.					
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA								<input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED					
<input checked="" type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 1 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED								<input type="checkbox"/> 29. AWARD OF CONTRACT: REF. OFFER DATED YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN IS ACCEPTED AS TO ITEMS:					
30a. SIGNATURE OF OFFEROR/CONTRACTOR								31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)					
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)				30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) Dori Dabbs Contracting Officer				31c. DATE SIGNED			

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## SECTION B - CONTINUATION OF SF 1449 BLOCKS

### B.1 CONTRACT ADMINISTRATION DATA

(continuation from Standard Form 1449, block 18A.)

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

a. CONTRACTOR:

b. GOVERNMENT: Dori Dabbs, Contracting Officer 00246  
 Department of Veterans Affairs  
 Network Contracting Office (NCO 6)  
 1601 Brenner Ave  
 Salisbury NC 28144  
 704-638-9000 x3219 or [dori.dabbs2@va.gov](mailto:dori.dabbs2@va.gov)

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

- ☒ 52.232-34, Payment by Electronic Funds Transfer—Other Than System For Award Management, or  
☐ 52.232-36, Payment by Third Party

3. INVOICES: Invoices shall be submitted in arrears:

- a. Quarterly ☐  
 b. Semi-Annually ☐  
 c. Other ☒ - Upon delivery and acceptance

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

Vendors are required to submit payment requests in electronic form in order to enhance customer service, departmental productivity, and adoption of innovative information technology, including the appropriate use of commercial best practices. Please go to this website: <http://ob10.com/us/en/veterans-affairs-us/> to submit electronic invoices, free of charge.

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

AMENDMENT NO	DATE

## B.2 Price/Cost Schedule

### Item Information

CLIN	Description of Supplies/Services	Item #	Qty	Unit	Unit Price	Extended Price
0001	MEDIUM CABLE PASSER	391.105	1	EA		
0002	MEDIUM CABLE PASSER- 45 DEG ANGLE	391.106	1	EA		
0003	MEDIUM CABLE PASSER-CURVED	391.103	1	EA		
0004	LARGE CABLE PASSER	391.107	1	EA		
0005	LARGE CABLE PASSER- 45 DEG ANGLE	391.108	1	EA		
0006	LARGE CABLE PASSER-CURVED	391.104	1	EA		
0007	CABLE TENSIONER	391.201	1	EA		
0008	CABLE CRIMPER	391.882	1	EA		
0009	ATTACHMENT BIT	391.883	4	EA		
0010	PROVISIONAL TENSIONING DEVICE	391.884	4	EA		
0011	FORCEPS FOR USE WITH CERCLAGE BUTTONS AND POSITIONING PINS	391.885	1	EA		
0012	CABLE CUTTER-STANDARD	391.905	1	EA		
0013	CABLE CUTTER-LARGE	391.906	1	EA		
0014	ORTHOPAEDIC CABLE SYSTEM INSTRUMENT SET GRAPHIC CASE	690.013	1	EA		
0015	1.7MM CABLE WITH CRIMP 750MM-STERILE	298.801.01S	5	EA		
0016	TI TROCHANTERIC REATTACHMENT DEVICE W/CABLES/STANDARD-STER	498.806S	1	EA		
0017	2.0MM NON-THREADED GUIDE WIRE- SPADE POINT ON ONE END 230MM	292.656	10	EA		
0018	2.0MM DRILL BIT/QC/100MM	310.19	2	EA		
0019	3.2MM DRILL BIT/QC/145MM	310.31	2	EA		
0020	4.5MM DRILL BIT/QC/145MM	310.44	2	EA		
0021	TAP FOR 4.5MM CORTEX/SHAFT SCREWS 130MM/57MM TAP DEPTH	311.46	1	EA		
0022	TAP FOR 6.5MM CANCELLOUS BONE SCREWS 197MM/150MM CALIBRATION	311.66	1	EA		
0023	COUNTERSINK FOR 4.5MM CORTEX SCREWS	310.99	1	EA		
0024	LARGE HEXAGONAL SCREWDRIVER SHAFT	314.15	1	EA		
0025	4.5MM/3.2MM INSERT DRILL SLEEVE	312.48	1	EA		
0026	4.5MM UNIVERSAL DRILL GUIDE	323.46	1	EA		
0027	4.5MM/3.2MM DOUBLE DRILL SLEEVE	312.46	1	EA		
0028	6.5MM/3.2MM DOUBLE DRILL SLEEVE	312.67	1	EA		
0029	DEPTH GAUGE FOR LARGE SCREWS	319.10	1	EA		
0030	T-HANDLE WITH QUICK COUPLING	311.44	1	EA		
0031	LARGE HEXAGONAL SCREWDRIVER	314.27	1	EA		
0032	HOLDING SLEEVE	314.11	1	EA		
0033	SHARP HOOK	319.39	1	EA		
0034	ARTICULATED TENSION DEVICE WITH	321.12	1	EA		

	GAUGE-SPAN 20MM					
0035	SOCKET WRENCH-11MM WIDTH ACROSS FLATS	321.15	1	EA		
0036	LARGE FRAGMENT LCP® INSTRUMENT SET GRAPHIC CASE	690.363	1	EA		
0037	3.2MM THREADED DRILL GUIDE	312.445	2	EA		
0038	4.3MM THREADED DRILL GUIDE	312.449	4	EA		
0039	4.3MM DRILL BIT/QC/180MM	310.431	2	EA		
0040	DIRECT MEASURING DEVICE FOR 5.0MM LOCKING SCREWS	323.021	1	EA		
0041	2.0MM WIRE SLEEVE	323.046	2	EA		
0042	PUSH-PULL REDUCTION DEVICE FOR 4.5MM LCP® PLATES	311.449	2	EA		
0043	STARDRIVE SCREWDRIVER T25	314.118	1	EA		
0044	STARDRIVE SCREWDRIVER SHAFT T25/QC	314.119	1	EA		
0045	THREADED PLATE HOLDER	324.075	1	EA		
0046	4.5MM CORTEX SCREW SELF-TAPPING 14MM	214.814	8	EA		
0047	4.5MM CORTEX SCREW SELF-TAPPING 16MM	214.816	8	EA		
0048	4.5MM CORTEX SCREW SELF-TAPPING 18MM	214.818	12	EA		
0049	4.5MM CORTEX SCREW SELF-TAPPING 20MM	214.820	12	EA		
0050	4.5MM CORTEX SCREW SELF-TAPPING 22MM	214.822	12	EA		
0051	4.5MM CORTEX SCREW SELF-TAPPING 24MM	214.824	12	EA		
0052	4.5MM CORTEX SCREW SELF-TAPPING 26MM	214.826	24	EA		
0053	4.5MM CORTEX SCREW SELF-TAPPING 28MM	214.828	24	EA		
0054	4.5MM CORTEX SCREW SELF-TAPPING 30MM	214.830	24	EA		
0055	4.5MM CORTEX SCREW SELF-TAPPING 32MM	214.832	24	EA		
0056	4.5MM CORTEX SCREW SELF-TAPPING 34MM	214.834	24	EA		
0057	4.5MM CORTEX SCREW SELF-TAPPING 36MM	214.836	24	EA		
0058	4.5MM CORTEX SCREW SELF-TAPPING 38MM	214.838	24	EA		
0059	4.5MM CORTEX SCREW SELF-TAPPING 40MM	214.840	24	EA		
0060	4.5MM CORTEX SCREW SELF-TAPPING 42MM	214.842	24	EA		
0061	4.5MM CORTEX SCREW SELF-TAPPING 44MM	214.844	4	EA		
0062	4.5MM CORTEX SCREW SELF-TAPPING 46MM	214.846	4	EA		

0063	4.5MM CORTEX SCREW SELF-TAPPING 48MM	214.848	4	EA		
0064	4.5MM CORTEX SCREW SELF-TAPPING 50MM	214.850	4	EA		
0065	4.5MM CORTEX SCREW SELF-TAPPING 52MM	214.852	4	EA		
0066	4.5MM CORTEX SCREW SELF-TAPPING 54MM	214.854	4	EA		
0067	4.5MM CORTEX SCREW SELF-TAPPING 56MM	214.856	4	EA		
0068	4.5MM CORTEX SCREW SELF-TAPPING 58MM	214.858	4	EA		
0069	4.5MM CORTEX SCREW SELF-TAPPING 60MM	214.860	4	EA		
0070	4.5MM CORTEX SCREW SELF-TAPPING 62MM	214.862	4	EA		
0071	4.5MM CORTEX SCREW SELF-TAPPING 64MM	214.864	4	EA		
0072	4.5MM CORTEX SCREW SELF-TAPPING 66MM	214.866	4	EA		
0073	4.5MM CORTEX SCREW SELF-TAPPING 68MM	214.868	4	EA		
0074	4.5MM CORTEX SCREW SELF-TAPPING 70MM	214.870	4	EA		
0075	6.5MM CANCELLOUS BONE SCREW 16MM THREAD/30MM	216.030	6	EA		
0076	6.5MM CANCELLOUS BONE SCREW 16MM THREAD/35MM	216.035	6	EA		
0077	6.5MM CANCELLOUS BONE SCREW 16MM THREAD/40MM	216.040	6	EA		
0078	6.5MM CANCELLOUS BONE SCREW 16MM THREAD/45MM	216.045	6	EA		
0079	6.5MM CANCELLOUS BONE SCREW 16MM THREAD/50MM	216.050	6	EA		
0080	6.5MM CANCELLOUS BONE SCREW 16MM THREAD/55MM	216.055	6	EA		
0081	6.5MM CANCELLOUS BONE SCREW 16MM THREAD/60MM	216.060	6	EA		
0082	6.5MM CANCELLOUS BONE SCREW 16MM THREAD/65MM	216.065	6	EA		
0083	6.5MM CANCELLOUS BONE SCREW 16MM THREAD/70MM	216.070	6	EA		
0084	6.5MM CANCELLOUS BONE SCREW 16MM THREAD/75MM	216.075	6	EA		
0085	6.5MM CANCELLOUS BONE SCREW 16MM THREAD/80MM	216.080	6	EA		
0086	6.5MM CANCELLOUS BONE SCREW 16MM THREAD/85MM	216.085	6	EA		
0087	6.5MM CANCELLOUS BONE SCREW 16MM THREAD/90MM	216.090	6	EA		
0088	6.5MM CANCELLOUS BONE SCREW 16MM THREAD/95MM	216.095	6	EA		

0089	6.5MM CANCELLOUS BONE SCREW 16MM THREAD/100MM	216.100	6	EA		
0090	6.5MM CANCELLOUS BONE SCREW 16MM THREAD/105MM	216.105	6	EA		
0091	6.5MM CANCELLOUS BONE SCREW 16MM THREAD/110MM	216.110	6	EA		
0092	6.5MM CANCELLOUS BONE SCREW 32MM THREAD/45MM	217.045	6	EA		
0093	6.5MM CANCELLOUS BONE SCREW 32MM THREAD/50MM	217.050	6	EA		
0094	6.5MM CANCELLOUS BONE SCREW 32MM THREAD/55MM	217.055	6	EA		
0095	6.5MM CANCELLOUS BONE SCREW 32MM THREAD/60MM	217.060	6	EA		
0096	6.5MM CANCELLOUS BONE SCREW 32MM THREAD/65MM	217.065	6	EA		
0097	6.5MM CANCELLOUS BONE SCREW 32MM THREAD/70MM	217.070	6	EA		
0098	6.5MM CANCELLOUS BONE SCREW 32MM THREAD/75MM	217.075	6	EA		
0099	6.5MM CANCELLOUS BONE SCREW 32MM THREAD/80MM	217.080	6	EA		
0100	6.5MM CANCELLOUS BONE SCREW 32MM THREAD/85MM	217.085	6	EA		
0101	6.5MM CANCELLOUS BONE SCREW 32MM THREAD/90MM	217.090	6	EA		
0102	6.5MM CANCELLOUS BONE SCREW 32MM THREAD/95MM	217.095	6	EA		
0103	6.5MM CANCELLOUS BONE SCREW 32MM THREAD/100MM	217.100	6	EA		
0104	6.5MM CANCELLOUS BONE SCREW 32MM THREAD/105MM	217.105	6	EA		
0105	6.5MM CANCELLOUS BONE SCREW 32MM THREAD/110MM	217.110	6	EA		
0106	6.5MM CANCELLOUS BONE SCREW FULLY THREADED/25MM	218.025	6	EA		
0107	6.5MM CANCELLOUS BONE SCREW FULLY THREADED/30MM	218.030	6	EA		
0108	6.5MM CANCELLOUS BONE SCREW FULLY THREADED/35MM	218.035	6	EA		
0109	6.5MM CANCELLOUS BONE SCREW FULLY THREADED/40MM	218.040	6	EA		
0110	6.5MM CANCELLOUS BONE SCREW FULLY THREADED/45MM	218.045	6	EA		
0111	6.5MM CANCELLOUS BONE SCREW FULLY THREADED/50MM	218.050	6	EA		
0112	6.5MM CANCELLOUS BONE SCREW FULLY THREADED/55MM	218.055	6	EA		
0113	6.5MM CANCELLOUS BONE SCREW FULLY THREADED/60MM	218.060	6	EA		
0114	WASHER 13.0MM	219.99	6	EA		
0115	5.0MM LOCKING SCREW SLF-TPNG WITH	212.201	10	EA		

	T25 STARDRIVE RECESS 14MM					
0116	5.0MM LOCKING SCREW SLF-TPNG WITH T25 STARDRIVE RECESS 16MM	212.202	10	EA		
0117	5.0MM LOCKING SCREW SLF-TPNG WITH T25 STARDRIVE RECESS 18MM	212.203	10	EA		
0118	5.0MM LOCKING SCREW SLF-TPNG WITH T25 STARDRIVE RECESS 20MM	212.204	10	EA		
0119	5.0MM LOCKING SCREW SLF-TPNG WITH T25 STARDRIVE RECESS 22MM	212.205	10	EA		
0120	5.0MM LOCKING SCREW SLF-TPNG WITH T25 STARDRIVE RECESS 24MM	212.206	10	EA		
0121	5.0MM LOCKING SCREW SLF-TPNG WITH T25 STARDRIVE RECESS 26MM	212.207	10	EA		
0122	5.0MM LOCKING SCREW SLF-TPNG WITH T25 STARDRIVE RECESS 28MM	212.208	10	EA		
0123	5.0MM LOCKING SCREW SLF-TPNG WITH T25 STARDRIVE RECESS 30MM	212.209	10	EA		
0124	5.0MM LOCKING SCREW SLF-TPNG WITH T25 STARDRIVE RECESS 32MM	212.210	10	EA		
0125	5.0MM LOCKING SCREW SLF-TPNG WITH T25 STARDRIVE RECESS 34MM	212.211	10	EA		
0126	5.0MM LOCKING SCREW SLF-TPNG WITH T25 STARDRIVE RECESS 36MM	212.212	10	EA		
0127	5.0MM LOCKING SCREW SLF-TPNG WITH T25 STARDRIVE RECESS 38MM	212.213	10	EA		
0128	5.0MM LOCKING SCREW SLF-TPNG WITH T25 STARDRIVE RECESS 40MM	212.214	10	EA		
0129	5.0MM LOCKING SCREW SLF-TPNG WITH T25 STARDRIVE RECESS 42MM	212.215	10	EA		
0130	5.0MM LOCKING SCREW SLF-TPNG WITH T25 STARDRIVE RECESS 44MM	212.216	6	EA		
0131	5.0MM LOCKING SCREW SLF-TPNG WITH T25 STARDRIVE RECESS 46MM	212.217	6	EA		
0132	5.0MM LOCKING SCREW SLF-TPNG WITH T25 STARDRIVE RECESS 48MM	212.218	6	EA		
0133	5.0MM LOCKING SCREW SLF-TPNG WITH T25 STARDRIVE RECESS 50MM	212.219	6			
0134	5.0MM LOCKING SCREW SLF-TPNG WITH T25 STARDRIVE RECESS 55MM	212.220	6			
0135	5.0MM LOCKING SCREW SLF-TPNG WITH T25 STARDRIVE RECESS 60MM	212.221	6			
0136	5.0MM LOCKING SCREW SLF-TPNG WITH T25 STARDRIVE RECESS 65MM	212.222	6			
0137	5.0MM LOCKING SCREW SLF-TPNG WITH T25 STARDRIVE RECESS 70MM	212.223	6			
0138	5.0MM LOCKING SCREW SLF-TPNG WITH T25 STARDRIVE RECESS 75MM	212.224	6			
0139	5.0MM LOCKING SCREW SLF-TPNG WITH T25 STARDRIVE RECESS 80MM	212.225	6			
0140	5.0MM LOCKING SCREW SLF-TPNG WITH T25 STARDRIVE RECESS 85MM	212.226	6			
0141	5.0MM LOCKING SCREW SLF-TPNG WITH	212.227	6			



	T25 STARDRIVE RECESS 90MM					
0142	LARGE FRAGMENT LCP® SCREW SET GRAPHIC CASE	690.362	2			
0143	SM FRAG LCP INSTR/IMPL SET WITH 4.0MM CANNULATED SCREWS	01.212.007	1			
0144	3.5MM CORTEX SCREW SELF-TAPPING 10MM	204.810	6			
0145	3.5MM CORTEX SCREW SELF-TAPPING 12MM	204.812	6			
0146	3.5MM CORTEX SCREW SELF-TAPPING 14MM	204.814	6			
0147	3.5MM CORTEX SCREW SELF-TAPPING 16MM	204.816	6			
0148	3.5MM CORTEX SCREW SELF-TAPPING 18MM	204.818	6			
0149	3.5MM CORTEX SCREW SELF-TAPPING 20MM	204.820	6			
0150	3.5MM CORTEX SCREW SELF-TAPPING 22MM	204.822	6			
0151	3.5MM CORTEX SCREW SELF-TAPPING 24MM	204.824	6			
0152	3.5MM CORTEX SCREW SELF-TAPPING 26MM	204.826	6			
0153	3.5MM CORTEX SCREW SELF-TAPPING 28MM	204.828	6			
0154	3.5MM CORTEX SCREW SELF-TAPPING 30MM	204.830	6			
0155	3.5MM CORTEX SCREW SELF-TAPPING 32MM	204.832	6			
0156	3.5MM CORTEX SCREW SELF-TAPPING 34MM	204.834	6			
0157	3.5MM CORTEX SCREW SELF-TAPPING 36MM	204.836	6			
0158	3.5MM CORTEX SCREW SELF-TAPPING 38MM	204.838	6			
0159	3.5MM CORTEX SCREW SELF-TAPPING 40MM	204.840	6			
0160	3.5MM CORTEX SCREW SELF-TAPPING 50MM	204.850	6			
0161	4.0MM CANCELLOUS BONE SCREW FULLY THREADED/22MM	206.022	4			
0162	4.0MM CANCELLOUS BONE SCREW FULLY THREADED/24MM	206.024	4			
0163	4.0MM CANCELLOUS BONE SCREW FULLY THREADED/26MM	206.026	4			
0164	4.0MM CANCELLOUS BONE SCREW FULLY THREADED/28MM	206.028	4			
0165	4.0MM CANCELLOUS BONE SCREW FULLY THREADED/30MM	206.030	4			
0166	4.0MM CANCELLOUS BONE SCREW FULLY THREADED/40MM	206.040	4			
0167	4.0MM CANCELLOUS BONE SCREW	206.045	4			

	FULLY THREADED/45MM					
0168	4.0MM CANCELLOUS BONE SCREW PARTIALLY THREADED/10MM	207.010	2			
0169	4.0MM CANCELLOUS BONE SCREW PARTIALLY THREADED/12MM	207.012	2			
0170	4.0MM CANCELLOUS BONE SCREW PARTIALLY THREADED/14MM	207.014	2			
0171	4.0MM CANCELLOUS BONE SCREW PARTIALLY THREADED/16MM	207.016	2			
0172	4.0MM CANCELLOUS BONE SCREW PARTIALLY THREADED/18MM	207.018	2			
0173	4.0MM CANCELLOUS BONE SCREW PARTIALLY THREADED/20MM	207.020	2			
0174	4.0MM CANCELLOUS BONE SCREW PARTIALLY THREADED/22MM	207.022	2			
0175	4.0MM CANCELLOUS BONE SCREW PARTIALLY THREADED/24MM	207.024	2			
0176	4.0MM CANCELLOUS BONE SCREW PARTIALLY THREADED/26MM	207.026	2			
0177	4.0MM CANCELLOUS BONE SCREW PARTIALLY THREADED/28MM	207.028	2			
0178	4.0MM CANCELLOUS BONE SCREW PARTIALLY THREADED/40MM	207.040	4			
0179	4.0MM CANCELLOUS BONE SCREW PARTIALLY THREADED/45MM	207.045	4			
0180	4.0MM CANNULATED SCREW SHORT THREAD/10MM	207.610	2			
0181	4.0MM CANNULATED SCREW SHORT THREAD/12MM	207.612	2			
0182	4.0MM CANNULATED SCREW SHORT THREAD/14MM	207.614	2			
0183	4.0MM CANNULATED SCREW SHORT THREAD/16MM	207.616	2			
0184	4.0MM CANNULATED SCREW SHORT THREAD/18MM	207.618	2			
0185	4.0MM CANNULATED SCREW SHORT THREAD/20MM	207.620	2			
0186	4.0MM CANNULATED SCREW SHORT THREAD/22MM	207.622	2			
0187	4.0MM CANNULATED SCREW SHORT THREAD/24MM	207.624	2			
0188	4.0MM CANNULATED SCREW SHORT THREAD/26MM	207.626	2			
0189	4.0MM CANNULATED SCREW SHORT THREAD/28MM	207.628	2			
0190	4.0MM CANNULATED SCREW SHORT THREAD/30MM	207.630	2			
0191	4.0MM CANNULATED SCREW SHORT THREAD/32MM	207.632	2			
0192	4.0MM CANNULATED SCREW SHORT THREAD/34MM	207.634	2			
0193	4.0MM CANNULATED SCREW SHORT	207.636	2			

	THREAD/36MM					
0194	4.0MM CANNULATED SCREW SHORT THREAD/38MM	207.638	2			
0195	4.0MM CANNULATED SCREW SHORT THREAD/40MM	207.640	2			
0196	4.0MM CANNULATED SCREW SHORT THREAD/42MM	207.642	2			
0197	4.0MM CANNULATED SCREW SHORT THREAD/44MM	207.644	2			
0198	4.0MM CANNULATED SCREW SHORT THREAD/46MM	207.646	2			
0199	4.0MM CANNULATED SCREW SHORT THREAD/48MM	207.648	2			
0200	4.0MM CANNULATED SCREW SHORT THREAD/50MM	207.650	2			
0201	WASHER 7.0MM	219.98	6			
0202	3.5MM LCP PLATE 5 HOLES 72MM	223.551	4			
0203	3.5MM LCP PLATE 6 HOLES 85MM	223.561	4			
0204	3.5MM LCP PLATE 8 HOLES 111MM	223.581	4			
0205	3.5MM LCP PLATE 9 HOLES 124MM	223.591	4			
0206	3.5MM LCP PLATE 10 HOLES 137MM	223.601	4			
0207	3.5MM LCP PLATE 12 HOLES 163MM	223.621	4			
0208	3.5MM LCP PLATE 14 HOLES 189MM	223.641	4			
0209	LCP ONE-THIRD TUBULAR PLATE WITH COLLAR 5 HOLES/57MM	241.351	4			
0210	LCP ONE-THIRD TUBULAR PLATE WITH COLLAR 6 HOLES/69MM	241.361	4			
0211	LCP ONE-THIRD TUBULAR PLATE WITH COLLAR 7 HOLES/81MM	241.371	4			
0212	LCP ONE-THIRD TUBULAR PLATE WITH COLLAR 8 HOLES/93MM	241.381	2			
0213	LCP ONE-THIRD TUBULAR PLATE WITH COLLAR 10 HOLES/117MM	241.401	2			
0214	LCP ONE-THIRD TUBULAR PLATE WITH COLLAR 12 HOLES/141MM	241.421	2			
0215	3.5MM LCP RECONSTRUCTION PLATE 5 HOLES/70MM	245.051	2			
0216	3.5MM LCP RECONSTRUCTION PLATE 6 HOLES/84MM	245.061	4			
0217	3.5MM LCP RECONSTRUCTION PLATE 7 HOLES/98MM	245.071	4			
0218	3.5MM LCP RECONSTRUCTION PLATE 8 HOLES/112MM	245.081	4			
0219	3.5MM LCP RECONSTRUCTION PLATE 10 HOLES/140MM	245.101	4			
0220	3.5MM LCP RECONSTRUCTION PLATE 12 HOLES/168MM	245.121	4			
0221	1.25MM KIRSCHNER WIRE W/TROCAR POINT 150MM	292.12	4			
0222	2.0MM KIRSCHNER WIRE W/TROCAR POINT 150MM	292.20	1			

0223	1.6MM KIRSCHNER WIRE WITH 5MM THREAD-TROCAR POINT 150MM	292.71	1			
0224	2.0MM DRILL BIT/QC/125MM	310.21	2			
0225	2.5MM DRILL BIT/QC/GOLD/110MM	310.25	2			
0226	2.8MM DRILL BIT/QC/165MM	310.288	2			
0227	3.5MM DRILL BIT/QC/110MM	310.35	2			
0228	COUNTERSINK F/3.5MM CORTEX & 4.0MM CANCELLOUS BONE SCREWS	310.89	1			
0229	TAP FOR 3.5MM CORTEX SCREWS GOLD/110MM	311.32	2			
0230	TAP FOR 4.0MM CANCELLOUS BONE SCREWS/110MM	311.34	2			
0231	HANDLE WITH QUICK COUPLING, SMALL	311.43	1			
0232	2.0MM PARALLEL DRILL GUIDE AND DRILL SLEEVE	312.20	1			
0233	3.5MM/2.5MM INSERT DRILL SLEEVE	312.30	1			
0234	2.8MM THREADED DRILL GUIDE	312.648	4			
0235	SMALL HEXAGONAL SCREWDRIVER WITH HOLDING SLEEVE	314.02	1			
0236	SMALL HEXAGONAL SCREWDRIVER SHAFT	314.03	1			
0237	STARDRIVE(TM) SCREWDRIVER T15	314.115	1			
0238	STARDRIVE SCREWDRIVER SHAFT QC/T15	314.116	1			
0239	2.7MM THREE-FLUTED DRILL BIT QC/125MM	315.28	2			
0240	DEPTH GAUGE FOR 2.7MM & SMALL SCREWS	319.01	1			
0241	SHARP HOOK	319.39	1			
0242	SCREW FORCEPS	319.97	1			
0243	1.6MM WIRE SLEEVE	323.023	2			
0244	DIRECT MEASURING DEVICE	323.025	1			
0245	INSERTION GUIDE	323.050	1			
0246	3.5MM LOCKING SCREW SLEEVE	323.053	2			
0247	2.8MM DRILL SLEEVE	323.054	2			
0248	1.6MM WIRE SLEEVE	323.055	2			
0249	2.7MM UNIVERSAL DRILL GUIDE	323.26	1			
0250	3.5MM UNIVERSAL DRILL GUIDE	323.36	1			
0251	THREADED PLATE HOLDER	324.023	1			
0252	PUSH-PULL REDUCTION DEVICE	324.024	1			
0253	THREADED PLATE HOLDER-LONG FOR 3.5MM LOCKING HOLE	324.031	1			
0254	BENDING IRON FOR 2.7MM & 3.5MM PLATES	329.04	1			
0255	BENDING IRON FOR 2.7MM & 3.5MM PLATES	329.05	1			
0256	BENDING IRON FOR 2.7MM & 3.5MM RECONSTRUCTION PLATES	329.07	2			

0257	BENDING TEMPLATE 12H FOR 3.5MM LC-DCP® & DCP® & LCP PLATES	329.820	1			
0258	BENDING TEMPLATE 7 HOLES FOR 3.5MM LC-DCP & DCP® PLATES	329.87	1			
0259	BENDING TEMPLATE 9 HOLES FOR 3.5MM LC-DCP® & DCP® PLATES	329.89	1			
0260	WIRE-BENDING PLIERS 160MM	391.82	1			
0261	BENDING IRON FOR 1.25MM, 1.6MM & 2.0MM KIRSCHNER WIRES	392.00	1			
0262	REDUCTION FORCEPS WITH POINTS NARROW-RATCHET 132MM	398.40	1			
0263	REDUCTION FORCEPS WITH POINTS BROAD-RATCHET	398.41	1			
0264	PLATE HOLDING FORCEPS WITH SWIVEL FOOT/SIZE 0	398.811	1			
0265	BONE HOLDING FORCEPS-SOFT RATCHET F/PLATES TO 9MM WIDE	399.091	1			
0266	SMALL HOHMANN RETRACTOR 8MM SHORT NARROW TIP 160MM	399.19	2			
0267	PERIOSTEAL ELEVATOR 6MM CURVED BLADE-ROUND EDGE	399.36	1			
0268	HOHMANN RETRACTOR 15MM 160MM	399.49	2			
0269	REDUCTION FORCEPS WITH SERRATED JAW-RATCHET 144MM	399.99	2			
0270	TORQUE LIMITING ATTACHMENT 1.5NM/QUICK COUPLING	511.773	1			
0271	2.7MM CANNULATED DRILL BIT/QC 160MM	310.67	1			
0272	CANNULATED COUNTERSINK F/3.5MM & 4.0MM CANNULATED SCREWS	310.86	1			
0273	CANNULATED TAP FOR 4.0MM CANNULATED SCREWS/147MM	311.63	1			
0274	2.7MM/1.25MM DOUBLE DRILL SLEEVE	312.35	1			
0275	HOLDING SLEEVE	314.08	1			
0276	CANNULATED 2.5MM HEXAGONAL SCREWDRIVER	314.29	1			
0277	CANNULATED SCREW MEASURING DEVICE FOR 3.5MM & 4.0MM	319.15	1			
0278	1.35MM CLEANING BRUSH	319.25	1			
0279	1.25MM CLEANING STYLET	319.38	1			
0280	1.25MM THREADED GUIDE WIRE 150MM	900.722	20			
0281	2.7MM CORTEX SCREW SELF-TAPPING 10MM	202.810	2			
0282	2.7MM CORTEX SCREW SELF-TAPPING 12MM	202.812	2			
0283	2.7MM CORTEX SCREW SELF-TAPPING 14MM	202.814	4			
0284	2.7MM CORTEX SCREW SELF-TAPPING 16MM	202.816	4			
0285	2.7MM CORTEX SCREW SELF-TAPPING 18MM	202.818	4			

0286	2.7MM CORTEX SCREW SELF-TAPPING 20MM	202.820	4			
0287	2.7MM CORTEX SCREW SELF-TAPPING 22MM	202.822	2			
0288	2.7MM CORTEX SCREW SELF-TAPPING 24MM	202.824	2			
0289	2.7MM CORTEX SCREW SELF-TAPPING 26MM	202.826	2			
0290	2.7MM CORTEX SCREW SELF-TAPPING 28MM	202.828	2			
0291	2.7MM CORTEX SCREW SELF-TAPPING 30MM	202.830	2			
0292	2.7MM CORTEX SCREW SELF-TAPPING 32MM	202.832	2			
0293	2.7MM CORTEX SCREW SELF-TAPPING 34MM	202.834	2			
0294	2.7MM CORTEX SCREW SELF-TAPPING 36MM	202.836	2			
0295	2.7MM CORTEX SCREW SELF-TAPPING 38MM	202.838	2			
0296	2.7MM CORTEX SCREW SELF-TAPPING 40MM	202.840	2			
0297	2.7MM CORTEX SCREW SELF-TAPPING 45MM	202.845	2			
0298	2.7MM CORTEX SCREW SELF-TAPPING 50MM	202.850	2			
0299	2.7MM CORTEX SCREW SELF-TAPPING 55MM	202.855	2			
0300	3.5MM CORTEX SCREW SELF-TAPPING 42MM	204.842	6			
0301	3.5MM CORTEX SCREW SELF-TAPPING 44MM	204.844	6			
0302	3.5MM CORTEX SCREW SELF-TAPPING 46MM	204.846	6			
0303	3.5MM CORTEX SCREW SELF-TAPPING 48MM	204.848	6			
0304	4.0MM CANCELLOUS BONE SCREW FULLY THREADED/14MM	206.014	2			
0305	4.0MM CANCELLOUS BONE SCREW FULLY THREADED/16MM	206.016	3			
0306	4.0MM CANCELLOUS BONE SCREW FULLY THREADED/18MM	206.018	3			
0307	4.0MM CANCELLOUS BONE SCREW FULLY THREADED/20MM	206.020	4			
0308	4.0MM CANCELLOUS BONE SCREW FULLY THREADED/35MM	206.035	2			
0309	4.0MM CANCELLOUS BONE SCREW FULLY THREADED/50MM	206.050	2			
0310	4.0MM CANCELLOUS BONE SCREW FULLY THREADED/55MM	206.055	2			
0311	4.0MM CANCELLOUS BONE SCREW FULLY THREADED/60MM	206.060	2			

0312	4.0MM CANCELLOUS BONE SCREW PARTIALLY THREADED/30MM	207.030	2			
0313	4.0MM CANCELLOUS BONE SCREW PARTIALLY THREADED/35MM	207.035	2			
0314	4.0MM CANCELLOUS BONE SCREW PARTIALLY THREADED/50MM	207.050	2			
0315	3.5MM LOCKING SCREW SLF-TPNG W/STARDRIVE(TM) RECESS 10MM	212.101	6			
0316	3.5MM LOCKING SCREW SLF-TPNG W/STARDRIVE(TM) RECESS 12MM	212.102	6			
0317	4.0MM CANCELLOUS BONE SCREW PARTIALLY THREADED/55MM	207.055	2			
0318	4.0MM CANCELLOUS BONE SCREW PARTIALLY THREADED/60MM	207.060	2			
0319	4.0MM CANNULATED SCREW-SHORT THREAD 52MM	207.652	2			
0320	4.0MM CANNULATED SCREW-SHORT THREAD 56MM	207.656	2			
0321	4.0MM CANNULATED SCREW-SHORT THREAD 58MM	207.658	2			
0322	4.0MM CANNULATED SCREW-SHORT THREAD 60MM	207.660	2			
0323	4.0MM CANNULATED SCREW-SHORT THREAD 64MM	207.664	2			
0324	4.0MM CANNULATED SCREW-SHORT THREAD 68MM	207.668	2			
0325	4.0MM CANNULATED SCREW-SHORT THREAD 72MM	207.672	2			
0326	3.5MM LOCKING SCREW SLF-TPNG W/STARDRIVE(TM) RECESS 14MM	212.103	6			
0327	3.5MM LOCKING SCREW SLF-TPNG W/STARDRIVE(TM) RECESS 16MM	212.104	6			
0328	3.5MM LOCKING SCREW SLF-TPNG W/STARDRIVE(TM) RECESS 18MM	212.105	6			
0329	3.5MM LOCKING SCREW SLF-TPNG W/STARDRIVE(TM) RECESS 20MM	212.106	6			
0330	3.5MM LOCKING SCREW SLF-TPNG W/STARDRIVE(TM) RECESS 22MM	212.107	6			
0331	3.5MM LOCKING SCREW SLF-TPNG W/STARDRIVE(TM) RECESS 24MM	212.108	6			
0332	3.5MM LOCKING SCREW SLF-TPNG W/STARDRIVE(TM) RECESS 26MM	212.109	6			
0333	3.5MM LOCKING SCREW SLF-TPNG W/STARDRIVE(TM) RECESS 28MM	212.110	6			
0334	3.5MM LOCKING SCREW SLF-TPNG W/STARDRIVE(TM) RECESS 30MM	212.111	6			
0335	3.5MM LOCKING SCREW SLF-TPNG W/STARDRIVE(TM) RECESS 32MM	212.112	6			
0336	3.5MM LOCKING SCREW SLF-TPNG W/STARDRIVE(TM) RECESS 34MM	212.113	6			
0337	3.5MM LOCKING SCREW SLF-TPNG W/STARDRIVE(TM) RECESS 36MM	212.115	6			



0338	3.5MM LOCKING SCREW SLF-TPNG W/STARDRIVE(TM) RECESS 38MM	212.116	6			
0339	3.5MM LOCKING SCREW SLF-TPNG W/STARDRIVE(TM) RECESS 40MM	212.117	6			
0340	3.5MM LOCKING SCREW SLF-TPNG W/STARDRIVE(TM) RECESS 50MM	212.121	6			
0341	3.5MM LOCKING SCREW SLF-TPNG W/STARDRIVE(TM) RECESS 60MM	212.124	6			
0342	3.5MM LOCKING SCREW SLF-TPNG W/STARDRIVE RECESS 42MM	212.118	6			
0343	3.5MM LOCKING SCREW SLF-TPNG WITH STARDRIVE RECESS 44MM	212.134	6			
0344	3.5MM LOCKING SCREW SLF-TPNG WITH STARDRIVE RECESS 46MM	212.136	6			
0345	3.5MM LOCKING SCREW SLF-TPNG W/STARDRIVE RECESS 48MM	212.120	6			
0346	3.5MM LOCKING SCREW SLF-TPNG WITH STARDRIVE RECESS 52MM	212.122	6			
0347	3.5MM LOCKING SCREW SLF-TPNG WITH STARDRIVE RECESS 54MM	02.212.054	6			
0348	3.5MM LOCKING SCREW SLF-TPNG WITH STARDRIVE RECESS 56MM	02.212.056	5			
0349	3.5MM LOCKING SCREW SLF-TPNG WITH STARDRIVE RECESS 58MM	02.212.058	5			
0350	4.0MM CANNULATED SCREW-SHORT THREAD 54MM	207.654	2			
0351	3.5MM CORTEX SCREW SELF-TAPPING 55MM	204.855	6			
0352	3.5MM CORTEX SCREW SELF-TAPPING 60MM	204.860	6			
0353	4.0MM CANCELLOUS BONE SCREW FULLY THREADED/10MM	206.010	2			
0354	4.0MM CANCELLOUS BONE SCREW FULLY THREADED/12MM	206.012	2			
0355	SM FRAG LCP INSTR/IMPL SET GRAPHIC CASE W/O SCR RACK	61.212.005	2			
0356	SMALL FRAGMENT LCP® CANNULATED SCREW RACK	690.383	2			
0357	SMALL FRAGMENT LCP® CANNULATED SCREW INSTRUMENT TRAY	690.387	2			
Shipping Charges (if applicable)						
<b>TOTAL</b>						

This is a Brand Name Only requirement. Brand Name is Depuy/Synthes. New equipment/product ONLY- no remanufactured or gray market equipment/product. Equipment/product must be covered under manufacturer's warranty.



### B.3 Delivery Schedule

ITEM NUMBER	DELIVERY DATE
All line items	Within 45 days after award date

Delivery to:

VA Medical Center  
Warehouse  
1601 Brenner Avenue  
Salisbury, NC 28144

### B.4 Other Contract Requirements

#### CONTRACTOR PERFORMANCE ASSESSMENT REPORTING SYSTEM (CPARS)

- (a) FAR 42.1502 direct all Federal agencies to collect past performance information on contracts. The Department of Veterans Affairs has implemented use of the Contractor Performance Assessment Reporting System (CPARS) to comply with this regulation. One or more past performance evaluations will be conducted in order to record your contract performance as required by FAR 42.15.
- (b) The past performance evaluation process is a totally paperless process using CPARS. CPARS is a web-based system that allows for electronic processing of the performance evaluation report. Once the report is processed, it is available in the Past Performance Information Retrieval System (PPIRS) for Government use in evaluating past performance as part of a source selection action.
- (c) Please furnish the Contracting Officer with the name, position title, phone number, and email address for each person designated to have access to your firm's past performance evaluation(s) for the contract no later than 30 days after award. Each person granted access will have the ability to provide comments in the Contractor portion of the report and state whether or not the Contractor agrees with the evaluation, before returning the report to the Assessing Official. The report information must be protected as source selection sensitive information not releasable to the public.
- (d) When your Contractor Representative(s) (Past Performance Points of Contact) are registered in CPARS, they will receive an automatically-generated email with detailed login instructions. Further details, system requirements, and training information for CPARS are available at [www.cpars.gov](http://www.cpars.gov). The CPARS User Manual, registration for online training for Contractor Representatives may be found at this site.
- (e) Within 60 days after the end of a performance period, the Contracting Officer will complete an interim or final past performance evaluation and the report will be accessible at [www.cpars.gov](http://www.cpars.gov). Contractor Representatives may then provide comments in response to the evaluation, or return the evaluation without comment. Comments are limited to the space provided in Block 22. Your comments should focus on objective facts in the Assessing Official's narrative and should provide your views on the causes and ramifications of the assessed performance. In addition to the ratings and supporting narratives, blocks 1-17 should be reviewed for accuracy, as these include key fields that will be used by the Government to identify your firm in future source selection evaluations. If you elect not to provide comments, please acknowledge

receipt of the evaluation by indicating, “No Comment” in Block 22, and then signing and dating Block 23 of the form. Without a statement in Block 22, you will be unable to sign and submit the evaluation back to the Government. If you do not sign and submit the CPAR within 30 days, it will automatically be returned to the Government and will be annotated: “The report was delivered/received by the contractor on (date). The contractor neither signed nor offered comment in response to this assessment.” Your response is due within 30 calendar days after receipt of the CPAR.

(f) The following guidelines apply concerning your use of the past performance evaluation:

- (1) Protect the evaluation as “source selection information.” After review, transit the evaluation by completing and submitting the form through CPARS. If for some reason you are unable to view and/or submit the form through CPARS, contact the Contracting Officer for instructions.
- (2) Strictly control access to the evaluation within your organization. Ensure the evaluation is never released to persons or entities outside of your control.
- (3) Prohibit the use of or reference to evaluation data for advertising, promotional material, pre-award surveys, responsibility determination, production readiness reviews, or other similar purposes.

(g) If you wish to discuss a past performance evaluation, you should request a meeting in writing to the Contracting Officer no later than seven days following your receipt of the evaluation. The meeting will be held in person or via telephone or other means during your 30-day review period.

(h) A copy of the completed past performance evaluation will be available in CPARS for your viewing and for Government use supporting source selection actions after it has been completed.

## SECTION C - CONTRACT CLAUSES

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

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

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

#### C.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

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

<http://www.va.gov/oamm/oa/ars/policyreg/vaar/index.cfm>

<u>FAR Number</u>	<u>Title</u>	<u>Date</u>
52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER	MAY 2011
52.204-10	REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS	JUL 2013
52.212-4	CONTRACT TERMS AND CONDITIONS- COMMERCIAL ITEMS	FEB 2012

#### C.2 VAAR 852.203-70 COMMERCIAL ADVERTISING (JAN 2008)

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

(End of Clause)

#### C.3 852.232-72 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS (NOV 2012)

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

- (1) *Contract financing payment* has the meaning given in FAR 32.001.
- (2) *Designated agency office* has the meaning given in 5 CFR 1315.2(m).
- (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.

(5) *Payment request* means any request for contract financing payment or invoice 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 to be an electronic transaction for purposes of this rule, and therefore no additional electronic invoice 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. (See Web site at <http://www.fsc.va.gov/einvoice.asp>.)

(2) Any system that conforms to the X12 electronic data interchange (EDI) formats established by the Accredited Standards Center (ASC) and chartered by the American National Standards Institute (ANSI). The X12 EDI Web site (<http://www.x12.org>) includes additional information on EDI 810 and 811 formats.

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

(e) *Exceptions.* If, based on one of the circumstances below, 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)

#### **C.4 VAAR 852.246-70 GUARANTEE (JAN 2008)**

The contractor guarantees the equipment against defective material, workmanship and performance for a period of 1 Year, said guarantee to run from date of acceptance of the equipment by the Government. The contractor agrees to furnish, without cost to the Government, replacement of all parts and material that are found to be defective during the guarantee period. Replacement of material and parts will be furnished to the Government at the point of installation, if installation is within the continental United States, or f.o.b. the continental U.S. port to be designated by the contracting officer if installation is outside of the continental United States. Cost of installation of replacement material and parts shall be borne by the contractor.

(End of Clause)

**C.5 VAAR 852.246-71 INSPECTION (JAN 2008)**

Rejected goods will be held subject to contractor's order for not more than 15 days, after which the rejected merchandise will be returned to the contractor's address at his/her risk and expense. Expenses incident to the examination and testing of materials or supplies that have been rejected will be charged to the contractor's account.

(End of Clause)

(End of Addendum to 52.212-4)

**C.6 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS—COMMERCIAL ITEMS (JAN 2014)**

(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) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).

Alternate I (AUG 2007) of 52.222-50 (22 U.S.C. 7104 (g)).

(2) 52.233-3, Protest After Award (Aug 1996) (31 U.S.C. 3553).

(3) 52.233-4, Applicable Law for Breach of Contract Claim (Oct 2004) (Pub. L. 108-77, 108-78).

(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. 253g and 10 U.S.C. 2402).

☐ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (APR 2010)(Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

☐ (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 (Jul 2013) (Pub. L. 109-282) (31 U.S.C. 6101 note).

☐ (5) 52.204-11, American Recovery and Reinvestment Act-Reporting Requirements (JUL 2010) (Pub. L. 111-5).

☐ (6) 52.204-14, Service Contract Reporting Requirements (JAN 2014) (Pub. L. 111-117, section 743 of Div. C).

☐ (7) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (JAN 2014) (Pub. L. 111-117, section 743 of Div. C).

☒ (8) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Aug 2013) (31 U.S.C. 6101 note).

☐ (9) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (Jul 2013) (41 U.S.C. 2313).

☐ (10) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (MAY 2012) (section 738 of Division C of Pub. L. 112-74, section 740 of Division C of Pub. L. 111-117, section 743 of Division D of Pub. L. 111-8, and section 745 of Division D of Pub. L. 110-161).

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

☐ (12) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JAN 2011) (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 2011) (15 U.S.C. 644).

☐ (ii) Alternate I (NOV 2011).

☐ (iii) Alternate II (NOV 2011).

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

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

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

☒ (16) 52.219-8, Utilization of Small Business Concerns (Jul 2013) (15 U.S.C. 637(d)(2) and (3)).

☐ (17)(i) 52.219-9, Small Business Subcontracting Plan (Jul 2013) (15 U.S.C. 637(d)(4)).

☐ (ii) Alternate I (Oct 2001) of 52.219-9.

☐ (iii) Alternate II (Oct 2001) of 52.219-9.

☐ (iv) Alternate III (JUL 2010) of 52.219-9.

☐ (18) 52.219-13, Notice of Set-Aside of Orders (NOV 2011) (15 U.S.C. 644(r)).

☒ (19) 52.219-14, Limitations on Subcontracting (NOV 2011) (15 U.S.C. 637(a)(14)).

☐ (20) 52.219-16, Liquidated Damages—Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).

☐ (21)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (OCT 2008) (10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer.)

☐ (ii) Alternate I (June 2003) of 52.219-23.

☐ (22) 52.219-25, Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting (Jul 2013) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

☐ (23) 52.219-26, Small Disadvantaged Business Participation Program—Incentive Subcontracting (Oct 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

☐ (24) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (NOV 2011) (15 U.S.C. 657f).

☒ (25) 52.219-28, Post Award Small Business Program Rerepresentation (Jul 2013) (15 U.S.C. 632(a)(2)).

☐ (26) 52.219-29, Notice of Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (Jul 2013) (15 U.S.C. 637(m)).

☐ (27) 52.219-30, Notice of Set-Aside for Women-Owned Small Business (WOSB) Concerns Eligible Under the WOSB Program (Jul 2013) (15 U.S.C. 637(m)).

☐ (28) 52.222-3, Convict Labor (June 2003) (E.O. 11755).

☒ (29) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (JAN 2014) (E.O. 13126).

☐ (30) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).

☒ (31) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).

☒ (32) 52.222-35, Equal Opportunity for Veterans (SEP 2010) (38 U.S.C. 4212).

☒ (33) 52.222-36, Affirmative Action for Workers with Disabilities (Oct 2010) (29 U.S.C. 793).

☐ (34) 52.222-37, Employment Reports on Veterans (SEP 2010) (38 U.S.C. 4212).

☒ (35) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496).

☒ (36) 52.222-54, Employment Eligibility Verification (AUG 2013). (Executive Order 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) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007)(42 U.S.C. 8259b).

☐ (39)(i) 52.223-16, IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (DEC 2007) (E.O. 13423).

☐ (ii) Alternate I (DEC 2007) of 52.223-16.

☒ (40) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011)

☐ (41) 52.225-1, Buy American Act—Supplies (FEB 2009) (41 U.S.C. 10a-10d).

☒ (42)(i) 52.225-3, Buy American Act—Free Trade Agreements—Israeli Trade Act (NOV 2012) (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 (MAR 2012) of 52.225-3.

☐ (iii) Alternate II (MAR 2012) of 52.225-3.

☐ (iv) Alternate III (NOV 2012) of 52.225-3.

☐ (43) 52.225-5, Trade Agreements (NOV 2013) (19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).

☒ (44) 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).

☐ (45) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

☐ (46) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

☐ (47) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

☐ (48) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

☐ (49) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

☐ (50) 52.232-33, Payment by Electronic Funds Transfer—System for Award Management (Jul 2013) (31 U.S.C. 3332).

☒ (51) 52.232-34, Payment by Electronic Funds Transfer—Other than System for Award Management (Jul 2013) (31 U.S.C. 3332).

☐ (52) 52.232-36, Payment by Third Party (Jul 2013) (31 U.S.C. 3332).

☐ (53) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

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

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

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

☐ (1) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, *et seq.*).

☐ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 1989) (29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).

☐ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act—Price Adjustment (Multiple Year and Option Contracts) (Sep 2009) (29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).

☐ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act—Price Adjustment (Sep 2009) (29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).

☐ (5) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements (Nov 2007) (41 U.S.C. 351, *et seq.*).

☐ (6) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services—Requirements (FEB 2009) (41 U.S.C. 351, *et seq.*).



[] (7) 52.222-17, Nondisplacement of Qualified Workers (JAN 2013) (E.O.13495).

[] (8) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (MAR 2009)(Pub. L. 110-247)

[] (9) 52.237-11, Accepting and Dispensing of \$1 Coin (SEP 2008) (31 U.S.C. 5112(p)(1)).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records—Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (APR 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

(ii) 52.219-8, Utilization of Small Business Concerns (Jul 2013) (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 \$650,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iii) 52.222-17, Nondisplacement of Qualified Workers (JAN 2013) (E.O. 13495). Flow down required in accordance with paragraph (l) of FAR clause 52.222-17.

(iv) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).

(v) 52.222-35, Equal Opportunity for Veterans (SEP 2010) (38 U.S.C. 4212).

(vi) 52.222-36, Affirmative Action for Workers with Disabilities (Oct 2010) (29 U.S.C. 793).

(vii) 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.

(viii) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, et seq.).

(ix) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).

Alternate I (AUG 2007) of 52.222-50 (22 U.S.C. 7104(g)).

(x) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements "(Nov 2007)" (41 U.S.C. 351, et seq.).

(xi) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services-Requirements (FEB 2009)(41 U.S.C. 351, et seq.).

(xii) 52.222-54, Employment Eligibility Verification (AUG 2013).

(xiii) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

(xiv) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (MAR 2009)(Pub. L. 110-247). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xv) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of Clause)

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

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## SECTION E - SOLICITATION PROVISIONS

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

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

The following provisions are incorporated into 52.212-1 as an addendum to this solicitation:

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

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

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

<http://www.va.gov/oamm/oa/ars/policyreg/vaar/index.cfm>

<b><u>FAR Number</u></b>	<b><u>Title</u></b>	<b><u>Date</u></b>
52.225-25	PROHIBITION ON CONTRACTING WITH ENTITIES ENGAGING IN CERTAIN ACTIVITIES OR TRANSACTIONS RELATING TO IRAN—REPRESENTATION AND CERTIFICATIONS	DEC 2012

#### **E.2 VAAR 852.233-70 PROTEST CONTENT/ALTERNATIVE DISPUTE RESOLUTION (JAN 2008)**

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

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

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

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

(End of Provision)

### **E.3 VAAR 852.233-71 ALTERNATE PROTEST PROCEDURE (JAN 1998)**

As an alternative to filing a protest with the contracting officer, an interested party may file a protest with the Deputy Assistant Secretary for Acquisition and Materiel Management, Acquisition Administration Team, Department of Veterans Affairs, 810 Vermont Avenue, NW., Washington, DC 20420, or for solicitations issued by the Office of Construction and Facilities Management, the Director, Office of Construction and Facilities Management, 810 Vermont Avenue, NW., Washington, DC 20420. The protest will not be considered if the interested party has a protest on the same or similar issues pending with the contracting officer.

(End of Provision)

### **E.4 VAAR 852.273-72 ALTERNATIVE EVALUATION (JAN 2003)**

(a) The Government will award a contract resulting from this solicitation to the responsible offeror submitting the lowest priced offer that conforms to the solicitation. Offerors may revise offers anytime during the specified period. At the end of the specified time period for receipt of offers, the responsible offeror submitting the lowest priced offer will be in line for award. IAW VAAR 812.302 Tailoring of Provisions and Clauses for the Acquisition of Commercial items, this contract will be awarded using a Lowest Price Technically Acceptable (LPTA) approach. Technical ability will be evaluated as either Acceptable/Unacceptable, Pass/Fail, or Go/No-Go. Tradeoffs are not permitted.

If Applicable; (b) Except when it is determined not to be in the Government's best interest, the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are materially unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s).

(End of Provision)

### **E.5 VAAR 852.273-74 AWARD WITHOUT EXCHANGES (JAN 2003)**

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

(End of Provision)

(End of Addendum to 52.212-1)

### **E.6 52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS—COMMERCIAL ITEMS (NOV 2013)**

An offeror shall complete only paragraph (b) of this provision if the offeror has completed the annual representations and certifications electronically via <http://www.acquisition.gov>. If an offeror has not completed the annual representations and certifications electronically at the System for Award Management (SAM) website, the offeror shall complete only paragraphs (c) through (o) of this provision.

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

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

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

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

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

"Inverted domestic corporation", as used in this section, means a foreign incorporated entity which is treated as an inverted domestic corporation under 6 U.S.C. 395(b), i.e., a corporation that used to be incorporated in the United States, or used to be a partnership in the United States, but now is incorporated in a foreign country, or is a subsidiary whose parent corporation is incorporated in a foreign country, that meets the criteria specified in 6 U.S.C. 395(b), applied in accordance with the rules and definitions of 6 U.S.C. 395(c). An inverted domestic corporation as herein defined does not meet the definition of an inverted domestic corporation as defined by the Internal Revenue Code at 26 U.S.C. 7874.

"Manufactured end product" means any end product in Federal Supply Classes (FSC) 1000-9999, except—

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

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

"Restricted business operations" means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person (as that term is defined in Section 2 of the Sudan Accountability and Divestment Act of 2007) conducting the business can demonstrate—

- (1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;
- (2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;
- (3) Consist of providing goods or services to marginalized populations of Sudan;
- (4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;
- (5) Consist of providing goods or services that are used only to promote health or education; or
- (6) Have been voluntarily suspended.

"Sensitive technology"—

- (1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically—
  - (i) To restrict the free flow of unbiased information in Iran; or
  - (ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and
- (2) Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit pursuant to section 203(b)(3) of the International Emergency Economic Powers Act (50 U.S.C. 1702(b)(3)).

"Service-disabled veteran-owned small business concern"—

- (1) Means a small business concern—
  - (i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and
  - (ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.
- (2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

"Subsidiary" means an entity in which more than 50 percent of the entity is owned—

- (1) Directly by a parent corporation; or
- (2) Through another subsidiary of a parent corporation.

"Veteran-owned small business concern" means a small business concern—

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned business concern" means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

"Women-owned small business concern" means a small business concern—

(1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

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

(b)(1) *Annual Representations and Certifications.* Any changes provided by the offeror in paragraph (b)(2) of this provision do not automatically change the representations and certifications posted on the SAM website.

(2) The offeror has completed the annual representations and certifications electronically via the SAM website access through <http://www.acquisition.gov>. After reviewing the SAM database information, the offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications—Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs .

(c) Offerors must complete the following representations when the resulting contract will be performed in the United States or its outlying areas. Check all that apply.

(1) *Small business concern.* The offeror represents as part of its offer that it ☐ is, ☐ is not a small business concern.

(2) *Veteran-owned small business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents as part of its offer that it ☐ is, ☐ is not a veteran-owned small business concern.

(3) *Service-disabled veteran-owned small business concern.* [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.] The offeror represents as part of its offer that it ☐ is, ☐ is not a service-disabled veteran-owned small business concern.

(4) *Small disadvantaged business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, for general statistical purposes, that it ☐ is, ☐ is not a small disadvantaged business concern as defined in 13 CFR 124.1002.



(5) *Women-owned small business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it ☐ is, ☐ is not a women-owned small business concern.

(6) WOSB concern eligible under the WOSB Program. [Complete only if the offeror represented itself as a women-owned small business concern in paragraph (c)(5) of this provision.] The offeror represents that—

(i) It ☐ is, ☐ is not a WOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It ☐ is, ☐ is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(6)(i) of this provision is accurate for each WOSB concern eligible under the WOSB Program participating in the joint venture. [The offeror shall enter the name or names of the WOSB concern eligible under the WOSB Program and other small businesses that are participating in the joint venture: \_\_\_\_\_.] Each WOSB concern eligible under the WOSB Program participating in the joint venture shall submit a separate signed copy of the WOSB representation.

(7) Economically disadvantaged women-owned small business (EDWOSB) concern. [Complete only if the offeror represented itself as a WOSB concern eligible under the WOSB Program in (c)(6) of this provision.] The offeror represents that—

(i) It ☐ is, ☐ is not an EDWOSB concern, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It ☐ is, ☐ is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(7)(i) of this provision is accurate for each EDWOSB concern participating in the joint venture. [The offeror shall enter the name or names of the EDWOSB concern and other small businesses that are participating in the joint venture: \_\_\_\_\_.] Each EDWOSB concern participating in the joint venture shall submit a separate signed copy of the EDWOSB representation.

**Note:** Complete paragraphs (c)(8) and (c)(9) only if this solicitation is expected to exceed the simplified acquisition threshold.

(8) *Women-owned business concern (other than small business concern).* [Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it ☐ is a women-owned business concern.

(9) *Tie bid priority for labor surplus area concerns.* If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:

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(10) [Complete only if the solicitation contains the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns, or FAR 52.219-25, Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting, and the offeror desires a benefit based on its disadvantaged status.]

(i) *General.* The offeror represents that either—

(A) It ☐ is, ☐ is not certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the SAM Dynamic

Small Business Search database maintained by the Small Business Administration, and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or

(B) It [ ] has, [ ] has not submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(ii) [ ] *Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns.* The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(10)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. [The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: \_\_\_\_\_.]

(11) *HUBZone small business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, as part of its offer, that—

(i) It [ ] is, [ ] is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR Part 126; and

(ii) It [ ] is, [ ] is not a joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (c)(11)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. [The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: \_\_\_\_\_.] Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(d) Representations required to implement provisions of Executive Order 11246—

(1) *Previous contracts and compliance.* The offeror represents that—

(i) It [ ] has, [ ] has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; and

(ii) It [ ] has, [ ] has not filed all required compliance reports.

(2) *Affirmative Action Compliance.* The offeror represents that—

(i) It [ ] has developed and has on file, [ ] has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR parts 60-1 and 60-2), or

(ii) It [ ] has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) *Certification Regarding Payments to Influence Federal Transactions* (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$150,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a

Member of Congress on his or her behalf in connection with the award of any resultant contract. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

(f) *Buy American Act Certificate*. (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American Act—Supplies, is included in this solicitation.)

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of "domestic end product." The terms "commercially available off-the-shelf (COTS) item," "component," "domestic end product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American Act—Supplies."

(2) Foreign End Products:

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

[List as necessary]

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(g)(1) *Buy American Act—Free Trade Agreements—Israeli Trade Act Certificate*. (Applies only if the clause at FAR 52.225-3, Buy American Act—Free Trade Agreements—Israeli Trade Act, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms "Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end product," "commercially available off-the-shelf (COTS) item," "component," "domestic end product," "end product," "foreign end product," "Free Trade Agreement country," "Free Trade Agreement country end product," "Israeli end product," and "United States" are defined in the clause of this solicitation entitled "Buy American Act—Free Trade Agreements—Israeli Trade Act."

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

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

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

*[List as necessary]*

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled "Buy American Act—Free Trade Agreements—Israeli Trade Act." The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of "domestic end product."

Other Foreign End Products:

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

*[List as necessary]*

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

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

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

Canadian End Products:

Line Item No.
_____
_____
_____

*[List as necessary]*

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

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

Canadian or Israeli End Products:

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

*[List as necessary]*

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

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

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

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

[List as necessary]

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

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

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

Other End Products:

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

[List as necessary]

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

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

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

(2) [ ] Have, [ ] have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes

relating to the submission of offers; or Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property;

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

(4) ☐ Have, ☐ have not, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied.

(i) Taxes are considered delinquent if both of the following criteria apply:

(A) *The tax liability is finally determined.* The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(B) *The taxpayer is delinquent in making payment.* A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(ii) *Examples.*

(A) The taxpayer has received a statutory notice of deficiency, under I.R.C. Sec. 6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(B) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. Sec. 6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(C) The taxpayer has entered into an installment agreement pursuant to I.R.C. Sec. 6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(D) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. 362 (the Bankruptcy Code).

(i) *Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126).*

(1) *Listed end products.*

Listed End Product	Listed Countries of Origin
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(2) *Certification. [If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.]*

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

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

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

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

(2) ☐ Outside the United States.

(k) *Certificates regarding exemptions from the application of the Service Contract Act.* (Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services.)

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

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

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

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

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

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

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

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

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

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

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

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

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

(1) All offerors must submit the information required in paragraphs (l)(3) through (l)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) *Taxpayer Identification Number (TIN)*.

☐ TIN: \_\_\_\_\_.

☐ TIN has been applied for.

☐ TIN is not required because:

☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

☐ Offeror is an agency or instrumentality of a foreign government;

☐ Offeror is an agency or instrumentality of the Federal Government.

(4) *Type of organization*.

☐ Sole proprietorship;

☐ Partnership;

☐ Corporate entity (not tax-exempt);

☐ Corporate entity (tax-exempt);

☐ Government entity (Federal, State, or local);



☐ Foreign government;

☐ International organization per 26 CFR 1.6049-4;

☐ Other \_\_\_\_\_.

(5) *Common parent.*

☐ Offeror is not owned or controlled by a common parent;

☐ Name and TIN of common parent:

Name \_\_\_\_\_.

TIN \_\_\_\_\_.

(m) *Restricted business operations in Sudan.* By submission of its offer, the offeror certifies that the offeror does not conduct any restricted business operations in Sudan.

(n) *Prohibition on Contracting with Inverted Domestic Corporations*

(1) *Relation to Internal Revenue Code.* An inverted domestic corporation as herein defined does not meet the definition of an inverted domestic corporation as defined by the Internal Revenue Code 25 U.S.C. 7874.

(2) *Representation.* By submission of its offer, the offeror represents that—

(i) It is not an inverted domestic corporation; and

(ii) It is not a subsidiary of an inverted domestic corporation.

(o) *Prohibition on contracting with entities engaging in certain activities or transactions relating to Iran.* (1) The offeror shall email questions concerning sensitive technology to the Department of State at [CISADA106@state.gov](mailto:CISADA106@state.gov).

(2) *Representation and certifications.* Unless a waiver is granted or an exception applies as provided in paragraph (o)(3) of this provision, by submission of its offer, the offeror—

(i) Represents, to the best of its knowledge and belief, that the offeror does not export any sensitive technology to the government of Iran or any entities or individuals owned or controlled by, or acting on behalf or at the direction of, the government of Iran;

(ii) Certifies that the offeror, or any person owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Iran Sanctions Act; and

(iii) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds \$3,000 with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked pursuant to the International Emergency Economic Powers Act (50 U.S.C. 1701 *et seq.*) (see OFAC's Specially Designated Nationals and Blocked Persons List at <http://www.treasury.gov/ofac/downloads/t11sdn.pdf>).

(3) The representation and certification requirements of paragraph (o)(2) of this provision do not apply if—

(i) This solicitation includes a trade agreements certification (*e.g.*, 52.212–3(g) or a comparable agency provision); and

(ii) The offeror has certified that all the offered products to be supplied are designated country end products.

(End of Provision)

## **E.7 ADDENDUM to FAR 52.212-1 Instructions to Offerors --- Commercial Items - Sub-Part 13.5 Test Program**

This procurement is being conducted under the Subpart 13.5 test program where simplified acquisition procedures apply and the conduct of the procurement will be in accordance with Parts 12, 13 or 15 of the FAR or some combination thereof. Subpart 13.5 authorizes use of simplified procedures for the acquisition of supplies and services in amounts greater than the simplified acquisition threshold but not exceeding \$6.5 million (\$12 million for acquisitions as described in 13.500(e)), including options if the contracting officer reasonably expects, based on the nature of the supplies or services sought, and on market research, that offers will include only commercial items.

Under this test program, contracting officers may use any simplified acquisition procedure in this part, subject to any specific dollar limitation applicable to the particular procedure. The purpose of this test program is to vest contracting officers with additional procedural discretion and flexibility, so that commercial item acquisitions in this dollar range may be solicited, offered, evaluated, and awarded in a simplified manner that maximizes efficiency and economy and minimizes burden and administrative costs for both the Government and industry ([10 U.S.C. 2304\(g\)](#) and 2305 and [41 U.S.C. 253\(g\)](#) and 253a and 253b).