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Table of Contents

| | |
|---|----------|
| SECTION A..... | 1 |
| A.1 SF 1449 SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS..... | 1 |
| SECTION B - CONTINUATION OF SF 1449 BLOCKS..... | 5 |
| B.1 CONTRACT ADMINISTRATION DATA..... | 5 |
| B.2 PERFORMANCE WORK STATEMENT | 7 |
| B.2.1 - CONTRACT TITLE: | 7 |
| B.2.2 – TYPE OF CONTRACT:..... | 7 |
| B.2.3 – PERIOD OF PERFORMANCE: | 7 |
| B.2.4 - BACKGROUND:..... | 7 |
| B.2.4.1 – SUPPORTED HEALTHCARE SYSTEMS INFORMATION: | 7 |
| B.2.4.2 – STATISTICS: | 7 |
| B.2.5 - GENERAL SCOPE: | 8 |
| B.2.6 – ESTIMATED QUANTITIES: | 8 |
| B.2.7 – APPLICABLE DOUCMENTS, STANDARDS, LAWS, AND/OR REGULATIONS: | |
| | 9 |
| B.2.8 – SPECIFIC REQUIREMENTS: | 9 |
| B.2.8.1 - GENERAL: | 9 |
| B.2.8.2 - ORDER PROCESSING: | 10 |
| B.2.8.3 - SHIPPING & DELIVERY:..... | 11 |
| B.2.8.4 - SHIPMENT MASKING: | 12 |
| B.2.8.5 - LABELING: | 12 |
| B.2.8.6 – RETURNING OF PRODUCT: | 13 |
| B.2.8.7 – PRODUCT RECALLS AND PATIENT SAFETY ALERTS AND ADVISORIES: | |
| | 13 |
| B.2.8.8 – TURNAROUND TIME (FILL-RATE):..... | 13 |
| B.2.8.9 – SUPPORT – TECHNICAL AND ADMINISTRATIVE: | 14 |
| B.2.8.10 – INVOICES:..... | 15 |
| B.2.8.11 – QUALITY CONTROL:..... | 16 |
| B.2.9 – CHANGES: | 17 |
| B.2.10 – RESERVED:..... | 17 |
| B.2.11 – INFORMATION SECURITY:..... | 17 |
| B.2.11.1 – GENERAL:..... | 17 |
| B.2.11.2 – NON-DISCLOSURE OF SENSITIVE INFORMATION:..... | 17 |
| B.2.11.3 – ACCESS TO VA INFORMATION AND VA INFORMATION SYSTEMS: | 18 |
| B.2.11.4 – VA INFORMATION CUSTODIAL LANGAUGE: | 18 |
| B.2.11.5 – SECURITY INCIDENT INVESTIGATION: | 18 |
| B.2.11.6 – LIQUIDATED DAMAGES FOR DATA BREACH | 19 |
| B.2.12 – HOURS OF OPERATIONS: | 20 |
| B.2.12.1 – OVERTIME AND HOLIDAYS:..... | 21 |
| B.2.12.2 – NATIONAL HOLIDAYS: | 21 |
| B.2.13 – APPLICABLE STANDARDS, LAWS, POLICES, AND REGULATIONS | 21 |
| B.2.14 – ACRONYMS..... | 22 |
| B.2.15 – DEFINITIONS | 23 |
| B.2.16 – LIST OF PARTICIPATING FACILITIES | 24 |

| | |
|---|-----------|
| B.3 PRICE / COST SCHEDULE | 25 |
| B.3.1 CONTRACT LINE ITEM NUMBER (CLIN) | 25 |
| SECTION C - CONTRACT CLAUSES | 27 |
| C.1 52.212-4 CONTRACT TERMS AND CONDITIONS—COMMERCIAL ITEMS (MAY 2015) | 27 |
| C.2 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS—COMMERCIAL ITEMS (FEB 2016) | 33 |
| C.3 52.203-99 PROHIBITION ON CONTRACTING WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS (DEVIATION) (FEB 2015) ... | 39 |
| C.4 52.216-18 ORDERING (OCT 1995) | 39 |
| C.5 52.216-19 ORDER LIMITATIONS (OCT 1995) | 40 |
| C.6 52.216-22 INDEFINITE QUANTITY (OCT 1995) | 40 |
| C.7 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999) | 41 |
| C.8 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000) | 41 |
| C.9 VAAR 852.211-73 BRAND NAME OR EQUAL (JAN 2008) | 41 |
| C.10 MANDATORY WRITTEN DISCLOSURES | 42 |
| C.11 LIMITATIONS ON SUBCONTRACTING-- MONITORING AND COMPLIANCE (JUN 2011) | 42 |
| C.13 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998) | 43 |
| C.14 VAAR 852.252-70 SOLICITATION PROVISIONS OR CLAUSES INCORPORATED BY REFERENCE (JAN 2008) | 43 |
| SECTION D - CONTRACT DOCUMENTS, EXHIBITS, OR ATTACHMENTS | 45 |
| ATTACHMENT 1 – CLIN SCHEDULE – DTP | 45 |
| ATTACHMENT 2 – 2014 USAGE INFORMATION – DTP | 45 |
| ATTACHMENT 3 – PAST PERFORMANCE Q – DTP | 45 |
| ATTACHMENT 4 – BUSINESS ASSOCIATE AGREEMENT (BAA) – DTP | 45 |
| ATTACHMENT 5 – LETTER OF COMMITMENT/SUPPLY (LOC/S) – DTP | 45 |
| ATTACHMENT 6 – SAMPLE DELIVERY ORDER – DTP | 45 |
| ATTACHMENT 7 – LIST OF COR AND DESIGNEE – DTP | 45 |
| SECTION E - SOLICITATION PROVISIONS | 46 |
| E.1 ADDENDUM to FAR 52.212-1 INSTRUCTIONS TO OFFERORS—COMMERCIAL ITEMS (OCT 2015) | 46 |
| E.2 52.212-2 EVALUATION—COMMERCIAL ITEMS (OCT 2014) (TAILORED) | 52 |
| E.3 52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS—COMMERCIAL ITEMS (FEB 2016) | 53 |
| E.4 52.203-98 PROHIBITION ON CONTRACTING WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS—REPRESENTATION (DEVIATION) (FEB 2015) | 68 |
| E.5 52.209-5 REPRESENTATION BY CORPORATIONS REGARDING AN UNPAID TAX LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW (DEVIATION)(MAR 2012) | 68 |
| E.6 52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS (JUL 2013) | 69 |
| E.7 52.216-1 TYPE OF CONTRACT (APR 1984) | 70 |
| E.8 52.217-5 EVALUATION OF OPTIONS (JUL 1990) | 70 |

| | |
|---|----|
| E.9 52.233-2 SERVICE OF PROTEST (SEP 2006) | 70 |
| E.10 VAAR 852.233-70 PROTEST CONTENT/ALTERNATIVE DISPUTE RESOLUTION (JAN 2008) | 71 |
| E.11 VAAR 852.233-71 ALTERNATE PROTEST PROCEDURE (JAN 1998) | 71 |
| E.12 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998) | 72 |

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: Contracting Officer, 00262, David Chakka
Contract Specialist, 00262, Tue M. Tran

Department of Veterans Affairs
Network Contracting Office 22
4811 Airport Plaza Drive
Suite 600
Long Beach CA 90815

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

[X] 52.232-33, Payment by Electronic Funds Transfer

3. INVOICES: Invoices shall be submitted in arrears:

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

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

Department of Veterans Affairs
Financial Services Center
P.O. Box 149971
<http://www.tungsten-network.com/customer-campaigns/veterans-affairs/>
Austin TX 78714-9971

5. Contracting Officer Representative (COR) or Designee:

[Name of COR]
[Title of COR]
[cor's email address@va.gov]
[Phone # of COR]


The person identified above, **[COR/DESIGNEE TO BE DETERMINED]**, is the Contracting Officer's Representative (COR) or Designee and shall be main point of contact during the term of the contract. The person is authorized to act on behalf of the Contracting Officer in accordance with the terms and conditions set forth in the contract. The COR or Designee is not authorized to make changes to the terms

and conditions, nor can he or she authorized the Government to incur additional costs. The Contracting Officer is only person who can authorize a change to the contract. Contractor shall notify the CO in writing and get written approval prior performing work out the scope of the contract.

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

| AMENDMENT NO | DATE |
|--------------|------|
| | |
| | |
| | |

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*****NOTE:** *There are hyperlinks throughout this document. Hyperlinks are in color blue and underlined. Attachments 1 – 7 are attached to this PDF and can be accessed by clicking on the paperclip  ****

B.2 PERFORMANCE WORK STATEMENT

B.2.1 - CONTRACT TITLE:

Direct Delivery of Medical/Surgical Supplies to Veterans.

B.2.2 – TYPE OF CONTRACT:

Single Award, Firm-Fixed Price (FFP), Indefinite Delivery Indefinite Quantity (IDIQ) Contract.

B.2.3 – PERIOD OF PERFORMANCE:

Base contract period of one (1) year from date of award, and up to four (4) one (1) year option periods. Exercise of option(s) is the Department of Veterans Affairs' discretion.

B.2.4 - BACKGROUND:

The Veteran Integrated Service Network (VISN) 22 is one of 21 Healthcare Networks operated by the Department of Veteran Affairs (DVA or VA). VISN 22 is comprised of five (5) individual Healthcare Systems to include thirty-two (32) Community Based Outpatient Clinics (CBOC's). The area of responsibility spans two (2) states, California and Nevada with an estimated size area of 104,200 square miles. The total population of veterans within the VISN 22 is estimated at 1.7 million men and women of diverse backgrounds and ethnicity.

B.2.4.1 – SUPPORTED HEALTHCARE SYSTEMS INFORMATION:

Any Healthcare Systems residing in the states of California, New Mexico, and Arizona will be participates in this contract. All hospital specific information can be found at [B.2.16 – LIST OF PARTICIPATING FACILITIES](#) of this Performance Work Statement (PWS).

The following healthcare systems will be active users:

- i. VA Southern Nevada Healthcare System (VASNHS) (593)
- ii. VA Long Beach Healthcare System (VALBHS) (600)
- iii. VA Loma Linda Healthcare System (VALLHS) (605)
- iv. VA San Diego Healthcare System (VASDHS) (664)
- v. VA Greater Los Angeles Healthcare System (VAGLAHS) (691)

The following healthcare systems are inactive users, but may use to contract if required:

- i. VA New Mexico Healthcare System (VANMHS) (501)
- ii. VA Northern Arizona Healthcare System (VANAHS) (649)
- iii. VA Phoenix Healthcare System (VAPHS) (644)
- iv. VA Southern Arizona Healthcare System (VASAHS) (678)

B.2.4.2 – STATISTICS:

The following are statistics based on the VISN 22 2014 Annual Report.

- i. 104,220 square miles of responsibility

- ii. 1,169,135 Veterans within VISN 22
- iii. VISN 22 spans 2 states, CA and NV
- iv. 5 Medical Centers
- v. 32 Community Clinics
- vi. Enrolled Veterans – 506,817
- vii. Active Veterans Users – 335,488
- viii. Women Veterans – 25,513
- ix. Veterans in Rural Areas – 32,406
- x. OEF/OIF/OND Veterans – 69,486
- xi. 33.3% Army, 31.52% Navy, 26.41% Marine Corps, 8.58% Air Force, and .16% Coast Guard.

B.2.5 - GENERAL SCOPE:

Contractor shall provide medical and surgical (med/surg) supplies, as well as direct shipment of med/surg supplies for each of the participating healthcare systems and its Veterans. Contractor shall provide a secure web based ordering platform for processing orders and shall fill the prescriptions as outlined in this PWS. Contractor shall also provide a method of shipping that will ensure med/surg items are delivered to the Veterans within two (2) or three (3) business days after receipt of order by the VA (see [B.2.8.3 - SHIPPING & DELIVERY](#); for more information). The contractor shall meet any current or future requirements approvals or certifications as may be levied by applicable legal, regulatory, accrediting body, governing body, and/or local/state/federal requirements as required by law.

B.2.6 – ESTIMATED QUANTITIES:

The VA anticipates a workload similar to historic data/experience which will be based on the previous contract. The current volume of workload coming from each facility is as follows:

- i. VASNHS (593) – 4,609 prescriptions per year
- ii. VALBHS (600) – 10,116 prescriptions per year
- iii. VALLHS (605) – 5,134 prescriptions per year
- iv. VASDHS (664) – 2,297 prescriptions per year
- v. VAGLAHS 691) – 3,238 prescriptions per year

The following table represents the 2014 order history from all five (5) Healthcare Systems from VISN 22. The table represents the following information:

- i. Total orders monthly by each Healthcare System.
- ii. Total orders annually by each Healthcare System.
- iii. Total orders as a VISN.

| Healthcare System | 2014 Order History | | | | | | | | | | | | Totals |
|-------------------|--------------------|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|--------|
| | JAN | FEB | MAR | APR | MAY | JUN | JUL | AUG | SEP | OCT | NOV | DEC | |
| | Order Count | | | | | | | | | | | | |
| SOUTHERN NEVADA | 404 | 367 | 373 | 367 | 353 | 391 | 412 | 375 | 365 | 452 | 338 | 412 | 4,609 |
| LONG BEACH | 855 | 731 | 716 | 877 | 845 | 854 | 958 | 785 | 848 | 920 | 776 | 951 | 10,116 |
| LOMA LINDA | 513 | 505 | 356 | 391 | 342 | 417 | 458 | 398 | 404 | 393 | 439 | 518 | 5,134 |
| SAN DIEGO | 279 | 261 | 280 | 180 | 191 | 166 | 159 | 124 | 118 | 164 | 148 | 227 | 2,297 |
| GREATER LA | 286 | 255 | 276 | 248 | 265 | 257 | 275 | 273 | 258 | 288 | 250 | 307 | 3,238 |
| GRAND TOTAL | | | | | | | | | | | | | 25,394 |

B.2.7 – APPLICABLE DOUCMENTS, STANDARDS, LAWS, AND/OR REGULATIONS:

Contractor is solely responsible for meeting any current or future requirements approvals or certifications as may be levied by applicable legal, regulatory, accrediting body, governing body, and/or local/state/federal requirements as required by law. Due to continuous regulatory changes in both federal and state laws, the contractor shall be in compliance of new regulations within thirty (30) calendar days of notification. A list of applicable standards can be found in [B.2.13 – APPLICABLE STANDARDS, LAWS, POLICES, AND REGULATIONS](#).

B.2.8 – SPECIFIC REQUIREMENTS:**B.2.8.1 - GENERAL:**

- i. Contractor shall provide med/surg supplies for direct delivery to veterans' homes located within VISN 22's area of responsibility and in accordance with addresses supplied by the VA. Contractor shall have resources, capabilities and experience to support the contract; this shall include sufficient inventory, distribution channel(s) (DC), human capital, and technology to meet the VA's requirement.
- ii. Contractor shall maintain adequate inventory supply to meet the needs of this PWS and have the capability to distribute an extensive line of med/surg supplies required by the VA. **Section D, [ATTACHMENT 2 - 2014 USAGE INFORMATION - DTP](#) represents one (1) year sampling of the products ordered by the VA.** This is not an all-inclusive list, but rather is only presented for purposes of identifying typical product usage that might be expected. Contractor shall stock the DC intended to be used under this contract with med/surg products represented by [ATTACHMENT 2 - 2014 USAGE INFORMATION - DTP](#), and at the appropriate inventory levels to ensure there are no disruption of services, such as back orders and/or cancellation of orders.
- iii. An overall minimum ninety-seven percent (97%) fill rate must be maintained by the Contractor at all times ([see section B.2.8.8.i.a - TURANAROUND TIME \(FILL-RATE\)\)\)](#)).
- iv. Contractor shall ensure its supply chain has sufficient capacity to meet VA's requirements in the event of sudden usage increases.
- v. Contractor shall address recurring line item inventory backorders occurring twice within a one (1) month period (other than nationally recognized manufacturer's backorders) by a written Performance Issue Resolution Plan (action plan) outlining the cause and/or corrective action. Contractor shall submit this action plan to the Contracting Officer's Representative (COR) within two (2) business days of the second occurrence.
- vi. Contractor is required to operate/own or contract with more than one (1) DC in fulfillment of this contract. This ensures timely and complete coverage of the program and provides emergency back-up in the event of a disaster. The DC must be reasonably geographically located so that shipping costs and times are minimized to the maximum extent possible. These DC must have the ability to transfer orders between facilities and must be capable of providing one-hundred percent (100%) of the products required by the VA.

- vii. Contractor shall provide a secure web based ordering/inventory system in real-time that allows the VA to place orders in a secure environment that safeguards against the exposure of Protected Health Information (PHI). Contractor shall be in compliance with all local, state and Federal laws and regulations, such as Health Insurance Portability and Accountability Act (HIPAA), Privacy Act of 1974, as it pertains to PHI.

At a minimum, the online method of ordering shall provide the following:

- a. Secure web based ordering platform that is compliant with The Joint Commission, HIPAA, state and federal laws / regulations.
 - b. Individual account(s) for each healthcare system, to include master account and individual user account(s).
 - i. The master account shall be issued and maintained by the Pharmacy Chief and/or person appointed by the VA.
 - ii. Individual account(s) will be issued to VA pharmacy staff that is authorized to place orders. Individual accounts must be approved by master account before becoming active.
 - c. Capable of restricting items that can be ordered based on the contract. New items to be added to the formulary must be approved by the Contracting Officer.
 - d. Tracking of shipments, such as tracking numbers and delivery confirmation.
 - e. Able to provide reports to include custom reports, such as monthly usage, dollar spent, backorder reports, fill rate reports, and industry standard reports.
- viii. Contractor shall not supply any product with a shelf life or bearing an expiration date with less than one (1) year remaining upon delivery to the patient, unless the COR authorizes, in writing, a product with a shorter shelf life.
- ix. Contractor shall record the lot numbers and expiration information for all line items distributed. Contractor shall retain this information and make it available upon request to the VA for the length of time required by VHA most recent edition of the [Records Control Schedule 10-1 which is incorporated by reference herein](#).
- x. Contractor shall provide e-mail notification to the COR no later than 2:00 PM Pacific Time (PT) each business day; when the expectation is that within next five to ten (5-10) business days an item will be out of stock, providing reason for the out of stock, and resolution actions.

B.2.8.2 - ORDER PROCESSING:

- i. Contractor shall accept electronic orders from the VA.
- ii. Contractor shall provide an electronic order completion file to the VA for each completed order (no partials). Completion is defined as receipt, internal processing, packaging and staging of the order for the delivering courier. The electronic order completion file can be sent via email or as an online notification within the ordering platform. Electronic order completion file shall contain the following information:
 - a. Order number

- b. Date of processing
- c. Date of shipment
- d. Name of patient
- e. Tracking number of package

B.2.8.3 - SHIPPING & DELIVERY:

- i. Contractor shall ensure the following requirements are met for shipping and delivery:
 - a. All items must be shipped and received by the patient within two (2) business days if receipt of order is before 2:00 PM PT. If the order is received after 2:01 PM PT, all items must be shipped and received by the patient within three (3) business days (see [B.2.8.8 – TURNAROUND TIME \(FILL-RATE\)](#)).
 - b. Securely package the line items and stage for courier pickup.
 - c. Ensure that an electronic manifest is provided to the courier. Manifest must contain, at a minimum, every tracking number for every package the Contractor passes to the courier. All packages loaded to the courier must be contained in the manifest. All tracking numbers in the manifest must match to a physical package (no “orphans”).
 - d. The manifest is used to verify all packages invoiced by the courier are matched to the packages the Contractor stated they created and shipped.
 - e. The manifest may be further matched back to a specific line item order processed by the Contractor
- ii. Provide a flat shipping cost or free shipping cost for each shipment.
- iii. Every shipment shall include delivery confirmation (DelCon).
- iv. When possible, Contractor shall combine shipments to a patient to reduce the overall cost to the VA for delivery to the patient. Large or bulky individual parcels are exempt from this requirement.
 - a. All combined shipments shall be in new boxes; re-used boxes are not authorized. Boxes shall be appropriately sized with sufficient packing material to prevent damage.
 - b. Securely taping, strapping, or banding no more than two equally sized packages together for the same patient is acceptable; however metal banding is prohibited.
 - c. Packaging must comply with the applicable **International Safe Transit Association** (ISTA) or other appropriate standards for shipping to ensure the integrity of the product through the shipping /delivery process. Additionally, Contractor must be fully compliant with [Code of Federal Regulations \(CFR\) - Title 49 - Transportation](#) rules and regulations when shipping packages.
 - d. Contractor shall replace, at no charge to the patient or the VA, all products damaged or rendered unusable during shipping due to non-compliant packaging. Additionally, Contractor shall bear the expense of any shipping charges for the replacement product. Shipment performance times will apply to all reshipments.
 - e. Med/surg products shall not be folded or manipulated from their original form in order to fit within a shipping package.

- v. All shipments shall require assignment of shipper-generated tracking numbers. Contractor shall provide shipment tracking identification numbers associated with order numbers and order splits. This information shall be made available electronically in as near real-time as possible.

B.2.8.4 - SHIPMENT MASKING:

Contractor shall comply with the following requirements regarding shipments of med/surg supplies to VA patients:

- i. VA requires the protection of PHI during the mailing process.
- ii. Envelopes, parcels, packaging or boxes containing PHI must be secured in a manner that prevents unauthorized access, tampering, or accidental loss of contents.
- iii. Repackaging or masking of medical supplies must be done to ensure privacy for the patient. The type of product, product stock number or product names should not be visible on the exterior, through hand holds or other means. The only information that should be visible on the shipping container is the information necessary to deliver the package.
- iv. If the purchase of containers is identified as a necessary security solution, all responsibilities associated with the custody of these containers will be the responsibility of the Contractor.
- v. Any person sending or redirecting mail must ensure that it is secured before placing it into the mail system.
- vi. Contractor shall adhere to all courier and transportation regulatory requirements when preparing, manifesting and tendering parcels into the delivery network.

B.2.8.5 - LABELING:

Contractor shall comply with the following requirements regarding labeling of shipments of med/surg supplies to VA patients:

- i. In the event the manufacturer's packaging will serve as the shipping container, it is acceptable to use a sealable opaque plastic sleeve on the exterior of the container to hold the prescription label as well as all patient instruction and turn-around documentation for refills.
- ii. Labels must have the following information:
 - a. Name and address of the originating healthcare system.
 - b. Veteran's name and address.
 - c. Order number.
 - d. Any other information as required by the VA.

- iii. Patient labels and manufacturer labels shall be protected from unauthorized viewing, meaning they shall not be visible to any person handling the sealed shipping package during the delivery process.
- iv. Address and courier labels will be applied to the outside of the sealed shipping package using methods that will protect the label as much as possible from damage or loss.
- v. Contractor shall provide all equipment and material necessary for labeling and packaging.

B.2.8.6 – RETURNING OF PRODUCT:

- i. Periodically, the VA will receive notice of products returned to the VA facility from the Veteran. Contractor shall provide a method/process to initiate the return of product. The process shall include the following:
 - a. Written policy on return procedures.
 - b. Provide a phone number and/or online method of processing a return.
 - c. Process for the Veteran to return product.
 - d. Process for VA Hospital to return product.

The party who bears the cost of packaging, and any shipping fee, associated with returning product is dependent on circumstances. If the Contractor is at fault, Contractor shall provide a shipping label and shipping materials (if required) at Contractor's cost. If the VA is at fault, contractor shall provide a shipping label and shipping materials (if required) and bill those costs to the VA's account.

B.2.8.7 – PRODUCT RECALLS AND PATIENT SAFETY ALERTS AND ADVISORIES:

- i. The COR also serves as the Facility Recall Coordinator (FRC) of this contract. The FRC is responsible for coordinating the VA response to recalls issued by the VA National Center for Patient Safety (NCPS) Product Recall Office (PRO) and to Patient Safety Alerts and Advisories issued by the VA Central Office (VACO) VHA Warning System which may involve products distributed under this contract. The Contractor shall provide data required to complete the recall or Patient Safety Alert or Advisory and ensure patient safety by sequestering affected products until disposition instructions are received. Data requirements could be limited to stock status (i.e., quantity in stock and quarantine status) or could be more inclusive and include data such as patient name; date shipped, lot number, etc.

B.2.8.8 – TURNAROUND TIME (FILL-RATE):

- i. Contractor shall maintain the turnaround time specified below during the performance period of the contract. Exceptions to maintaining the specified rate shall be as noted. All orders received must be filled or cancelled. **“FILLED”** means that all line items in the order have been completely processed to the transportation delivery method **IN A SINGLE COMPLETE SHIPMENT** on a single day. **“CANCELLED”** means that the order has been rejected back to the originating healthcare system. Exclusions to the fill-rate requirements are listed in this section.

- a. Surveillance of Contractor performance for turnaround time will be based on 100% inspection of line items dispatched within a specified period of time by reviewing the analysis of VAs' reports from the Contractor.
Contractor shall meet the following shipment and delivery performance standards:
 - i. Ninety-seven percent (97%) of line items must be shipped within one (1) business day of receipt of order from the VA.
 - ii. One-Hundred percent (100%) of line items must be shipped and received by the veteran within two (2) business days of receipt of order from the VA before 2.00 PM PT.
 - iii. One-Hundred percent (100%) of line items must be shipped and received by the veteran within three (3) business days of receipt of order from the VA after 2:00 PM PT.
- b. Contractor shall cancel an order only under the following circumstances and must reference the appropriate cancel codes. Contractor shall report all orders cancelled citing these reasons, in writing, to the COR within one (1) business day of the cancel action.
 - i. **Cancel Code – 007 MANUFACTURER'S BACKORDER**: Define as when the item ordered is on a nationally recognized manufacturer's backorder.
 - ii. **Cancel Code – 006 PRODUCT DISCONTINUED**: Define as when the item has been discontinued by the manufacturer.
 - iii. **Cancel Code – 013 TEMP OUT OF STOCK**: Define as when the item has been identified by the COR to be stocked and the Contractor does not have the item in stock, increased usage has created an out of stock situation.
 - iv. **Cancel Code – 009 DUPLICATE RX IN ORDER**: Upon request by the originating Healthcare System, the Contractor is requested to cancel the delivery, but only if the Contractor has not transferred the order into the delivery stream prior to the request.
- c. Exclusions to Turnaround requirement are as follows:
 - i. Orders cancelled as defined in this section.

B.2.8.9 – SUPPORT – TECHNICAL AND ADMINISTRATIVE:

- i. Contractor shall develop and maintain Customer Service and Support web portal with an application for tracking parcels.
 - a. Contractor shall provide customer support assistance via web portal, phone and e-mail.
 - b. Contractor shall develop and maintain a Customer Support data base and support mechanism with an application for documenting and communicating resolutions to the VA inquiries
 - c. Contractor's web portal shall have an application that is available to the VA through a secure logon and password. The web portal shall be multi-functional used as a communication tool to track parcels to delivery.

- d. Contractor shall be capable of accurately tracking parcels from pick-up to delivery through the use courier tracking numbers.
 - e. Contractor shall provide tracking data that is available on line for one (1) year and archived for three (3) years.
 - f. Contractor shall work with the COR to resolve delivery issues within forty-eight (48) hours.
 - g. Contractor shall communicate with the COR on delivery issues taking longer than forty-eight (48) hours to resolve. Communication may include daily emails and phone calls until resolved.
- ii. Contractor shall develop and maintain web portal with an application for Reporting.
- a. The Contractor shall provide all required or requested reports electronically via e-mail in a file format compatible with PDF, Excel, CSV, Word Format or SFTP site.
 - b. Reports shall be interactive and accessible on a designated web portal, accessible to the VA and password protected.
 - c. Contractor shall provide the capability to query data for each specific Healthcare System. Data must be capable of being queried by: Healthcare System location or by multiple locations, date range (by month, quarter and yearly totals), class of mail product, items ordered, orders fulfilled, cost of products ordered, orders cancelled, and orders backordered.
 - d. Contractor shall ensure the data is real time.
 - e. Contractor shall generate new reports and post to the web portal within ten (10) business days of a VA request. COR(s) and CO are authorized to request reports.

B.2.8.10 – INVOICES:

- i. Contractor shall submit electronic Invoices once per month to the Finance Service Center (FSC) third-party contractor Tungsten for all line items filled. Submission methods and assistance may be found at <http://www.fsc.va.gov/einvoice.asp> and <http://www.tungsten-network.com/customer-campaigns/veterans-affairs/>. The VA FSC requires the following information for the invoice to be considered for valid payment. Contractor shall submit a detailed version of the invoice containing the following information to the designated COR for each healthcare system on the same date the electronic version is submitted to the FSC.
- a. Vendor name, invoice number, and date
 - b. Remittance address (address where payment is to be issued)
 - c. Complete purchase order number assigned by VA for goods or services. To ensure prompt payment, please contact the VA facility to ensure that the assigned purchase order number is current and correct.
 - d. Itemized description of goods or services, quantity, and unit price
 - e. Total dollar amount of invoice
 - f. Discount or net terms
- ii. Each invoice must be able to be reconciled to the line item level. Invoices shall be separated into three areas as follows:

- a. Total product price
 - b. Total shipping fee
 - c. Invoice grand total
- iii. An itemized report shall be submit to the COR once a month on the same date it is submitted to FSC. The itemized report shall be in a format compatible with Excel or CSV format and at the minimum include the following fields:
 - a. Invoice Number
 - b. Invoice Date
 - c. Order Number
 - d. Contractor Part #
 - e. Manufacture Part #
 - f. Description of Item
 - g. Quantity
 - h. Unit of Measure (UOM)
 - i. Unit Price
 - j. Extended Price
 - k. Tracking number associated to Order Number
 - l. Any other information necessary at the discretion of the VA

If VA determines there are errors within the invoice which render the invoice impossible to reconcile to the item level or represent additional unauthorized costs, VA reserves the right to either reject the invoice in its entirety and request a resubmission of a corrected invoice or to adjust the invoice and authorize a short-pay amount. In the case of rejection, Contractor shall take all action necessary to void the rejected invoice and submit a corrected invoice within five (5) business days.

B.2.8.11 – QUALITY CONTROL:

- i. Contractor shall develop and maintain an effective quality control program to ensure services are performed in accordance with this PWS. Contractor shall develop and implement procedures to identify, prevent, and ensure non-recurrence of defective services. .
- ii. Contractor shall identify in writing, a liaison and alternate liaison to ensure and facilitate timely communications between the Contractor and COR. Identification of a liaison shall occur immediately after contract award and shall be accompanied by the liaison’s work experience and past history with facilitating this type of contract.
- iii. Contractor shall provide and have in effect an emergency contingency plan for disaster recovery to protect the VA from disruption of the requirements outlined in this contract. Contractor shall submit an emergency contingency plan annually on the anniversary date of award or when there is a change in the plan, or, as directed by the CO.
- iv. **PROGRESS MEETINGS** - Will be held as required with the COR(s) and/or the Contracting Officer to review Contractor activities and to encourage communication.

This will also serve as a forum to resolve any issues of either party. Contract compliance, product utilization and general account overviews will be addressed, as well as improvement strategies.

- v. In addition to any scheduled conference calls, any and all problems and critical issues will be addressed within three (3) business days by the Contractor upon written notification by the COR or CO.

B.2.9 – CHANGES:

Contractor is advised that **only** a Contracting Officer, acting within the scope of the contract has the authority to make changes which may affect the contract terms and conditions, quality, quantity, price, or delivery. Contractor shall contact the Contracting Officer administering this contract for approval in the event there are changes prior to proceeding. No other individual has the authority to make binding changes or commitments.

In the event that the contractor commits to such changes at the direction of any other person than the Contracting Officer, the changes shall be considered to have been made without proper authority and no adjustment shall be made in contract price to cover any increase in costs incurred as a result thereof and the Contractor shall bear the burden of such increased costs.

B.2.10 – RESERVED:

B.2.11 – INFORMATION SECURITY:

B.2.11.1 – GENERAL:

Contractors, contractor personnel, subcontractors, and subcontractor personnel shall be subject to the same Federal laws, regulations, standards, and VA Directives and Handbooks as VA and VA personnel regarding information and information system security. Furthermore, contractor shall sign and execute a Business Associate Agreement (BAA) ([see “ATTACHMENT 4 – BUSINESS ASSOCIATE AGREEMENT \(BAA\) – DTP in section D”](#)) with the VA in performance of the contract. If the contractor has a national BAA on file with the VA, contractor shall provide a copy of it.

B.2.11.2 – NON-DISCLOSURE OF SENSITIVE INFORMATION:

Contractor staff involved in this contract will have access to some privileged and confidential materials of the US Government. These printed and electronic documents are for internal use only and remain the sole property of the US Government. Some of the materials are protected by **Privacy Act of 1974 (Amended) and Title 38**. Unauthorized disclosure of **Privacy Act or Title 38** covered materials, by any contractor or subcontracted staff, is a criminal offense. The contractor is responsible for actions of contract employees.

The Contractor acknowledges that in the performance of this contract, the Contractor will have access to sensitive information, including information provided on a proprietary basis by carriers, equipment manufacturers, and other private or public entities. The Contractor agrees to safeguard these privileges and use the information exclusively in the performance of this contract. The Contractor shall comply with applicable Government regulations regarding information document security to prevent disclosure of sensitive information to unauthorized individuals or organizations.

B.2.11.3 – ACCESS TO VA INFORMATION AND VA INFORMATION SYSTEMS:

- i. Contractor shall request logical (technical) or physical access to VA information and VA information systems for their employees, subcontractors, and affiliates only to the extent necessary to perform the services specified in the contract, agreement, or task order.
- ii. The Contractor must notify the Contracting Officer immediately when an employee working on a VA system or with access to VA information is reassigned or leaves the Contractor or subcontractor's employ. The Contracting Officer must also be notified immediately by the Contractor/subcontractor prior to an unfriendly termination.

B.2.11.4 – VA INFORMATION CUSTODIAL LANGUAGE:

- i. Prior to termination or completion of this contract, contractor/subcontractor must not destroy information received from VA, or gathered/created by the Contractor in the course of performing this contract without prior written approval by the VA. Any data destruction done on behalf of VA by a Contractor/subcontractor must be done in accordance with National Archives and Records Administration (NARA) requirements as outlined in [VA Directive 6300, Records and Information Management](#) and its [Handbook 6300.1, Records Management Procedures](#), and applicable VA Records Control Schedules. Self-certification by the Contractor that the data destruction requirements above have been met must be sent to the VA CO within thirty (30) days of termination of the contract.
- ii. If VA determines the contractor has violated any of the information confidentiality, privacy, and security provisions of the contract, it shall be sufficient grounds for VA to withhold payment to the contractor or third party or terminate the contract for default or terminate for cause under Federal Acquisition Regulation (FAR) Part 12.
- iii. If the contract is terminated for cause, the associated BAA must also be terminated and appropriate actions taken in accordance with [VHA Handbook 1605.05, Business Associate Agreements](#).

B.2.11.5 – SECURITY INCIDENT INVESTIGATION:

- i. The term “**security incident**” means an event that has, or could have, resulted in unauthorized access to, loss or damage to VA assets, or sensitive information, or an action that breaches VA security procedures. The contractor/subcontractor shall immediately notify the COR and simultaneously, the designated Information Security Officer (ISO) and Privacy Officer (PO) for the contract of any known or suspected security/privacy incidents, or any unauthorized disclosure of sensitive information, including that contained in system(s) to which the contractor/subcontractor has access.
- ii. To the extent known by the contractor/subcontractor, the contractor/subcontractor's notice to VA shall identify the information involved, the circumstances surrounding the incident (including to whom, how, when, and where the VA information or assets were placed at risk or compromised), and any other information that the contractor/subcontractor considers relevant.

- iii. With respect to unsecured protected health information, the business associate is deemed to have discovered a data breach when the business associate knew or should have known of a breach of such information. Upon discovery, the business associate must notify the covered entity of the breach. Notifications need to be made in accordance with the executed business associate agreement.
- iv. In instances of theft or break-in or other criminal activity, the contractor/subcontractor must concurrently report the incident to the appropriate law enforcement entity (or entities) of jurisdiction, including the VA Office of Inspector General (OIG) and Security and Law Enforcement. The contractor, its employees, and its subcontractors and their employees shall cooperate with VA and any law enforcement authority responsible for the investigation and prosecution of any possible criminal law violation(s) associated with any incident. The contractor/subcontractor shall cooperate with VA in any civil litigation to recover VA information, obtain monetary or other compensation from a third party for damages arising from any incident, or obtain injunctive relief against any third party arising from, or related to, the incident.

B.2.11.6 – LIQUIDATED DAMAGES FOR DATA BREACH

- i. Consistent with the requirements of **38 United States Code (U.S.C.) §5725**, a contract may require access to sensitive personal information. If so, the Contractor is liable to VA for liquidated damages in the event of a data breach or privacy incident involving any SPI the Contractor/subcontractor processes or maintains under this contract.
- ii. The Contractor/subcontractor shall provide notice to VA of a **“security incident”** as set forth in the Security Incident Investigation section above. Upon such notification, VA must secure from a non-Department entity or the VA OIG, an independent risk analysis of the data breach to determine the level of risk associated with the data breach for the potential misuse of any sensitive personal information involved in the data breach. The term **“data breach”** means the loss, theft, or other unauthorized access, or any access "other than that incidental to the scope of employment, to data containing sensitive personal information, in electronic or printed form, that results in the potential compromise of the confidentiality or integrity of the data. Contractor shall fully cooperate with the entity performing the risk analysis. Failure to cooperate may be deemed a material breach and grounds for contract termination.
- iii. Each risk analysis shall address all relevant information concerning the data breach, including the following:
 - a. Nature of the event (loss, theft, unauthorized access);
 - b. Description of the event, including:
 - I. date of occurrence;
 - II. data elements involved, including any personally identifiable information (PII), such as full name, social security number, date of birth, home address, account number, disability code;
 - c. Number of individuals affected or potentially affected;
 - d. Names of individuals or groups affected or potentially affected;

- e. Ease of logical data access to the lost, stolen or improperly accessed data in light of the degree of protection for the data, e.g., unencrypted, plain text;
 - f. Amount of time the data has been out of VA control;
 - g. The likelihood that the sensitive personal information will or has been compromised (made accessible to and usable by unauthorized persons);
 - h. Known misuses of data containing sensitive personal information, if any;
 - i. Assessment of the potential harm to the affected individuals;
 - j. Data breach analysis as outlined in [VA Handbook 6500.2, *Management of Breaches Involving Sensitive Personal Information*](#), as appropriate; and
 - k. Whether credit protection services may assist record subjects in avoiding or mitigating the results of identity theft based on the sensitive personal information that may have been compromised.
- iv. Based on the determinations of the independent risk analysis, the contractor shall be responsible for paying to the VA liquidated damages in the amount of **\$37.50** per affected individual to cover the cost of providing credit protection services to affected individuals consisting of the following:
- a. Notification;
 - b. One (1) year of credit monitoring services consisting of automatic daily monitoring of at least three (3) relevant credit bureau reports;
 - c. Data breach analysis;
 - d. Fraud resolution services, including writing dispute letters, initiating fraud alerts and credit freezes, to assist affected individuals to bring matters to resolution;
 - e. One (1) year of identity theft insurance with **\$20,000.00** coverage at \$0 deductible; and
 - f. Necessary legal expenses the subjects may incur to repair falsified or damaged credit records, histories, or financial affairs.

B.2.12 – HOURS OF OPERATIONS:

Contractor shall be available during normal business hours, 7:30 AM to 4:30 PM Pacific Time to facilitate communication between the VA and the Contractor, Monday through Friday except Federal holidays or when the VA facility is closed due to local or national emergencies, administrative closings, or similar VA directed facility closings.

If a holiday falls on a Sunday, the following Monday will be observed as the National Holiday. When a holiday falls on a Saturday, the preceding Friday is observed as a National Holiday by the Government. Also included would be any day specifically declared as a National Holiday by the President of the United States.

Contractor shall at all times maintain an adequate workforce for the uninterrupted performance of all tasks defined within this solicitation when the VA facility is not closed for the above reasons. When hiring personnel, Contractor shall keep in mind that the stability and continuity of the workforce are essential.

The Healthcare Systems operations are 24/7, 365 days a year, therefore on occasions; the VA may process orders for Veterans outside of normal business hours. The Contractor will be required to provide services under these circumstances.

B.2.12.1 – OVERTIME AND HOLIDAYS:

Any overtime and/or holiday pay that may be entitled to the Contractor's employee(s) shall be the sole responsibility of the Contractor and shall not be billed to nor reimbursed by the VA.

B.2.12.2 – NATIONAL HOLIDAYS:

Listed below are the ten (10) national holidays.

| | |
|---------------------------------------|--------------------------------|
| New Year's Day | January 1 st |
| Martin Luther King 's Birthday | Third Monday in January |
| President's Day | Third Monday in February |
| Memorial Day | Last Monday in May |
| Independence Day | July 4 th |
| Labor Day | First Monday in September |
| Columbus Day | Second Monday in October |
| Veterans Day | November 11 th |
| Thanksgiving Day | Fourth Thursday in November |
| Christmas Day | December 25 th |

B.2.13 – APPLICABLE STANDARDS, LAWS, POLICES, AND REGULATIONS

The following are a list of website links to various applicable standards, policies, regulations, and/or governing bodies. This list is not an all-inclusive list, therefore it is the responsibility of the Contractor to ensure all applicable standards, policies, regulations, and/or governing bodies not listed here are adhere to:

- i. Centers for Medicare & Medicaid Services (CMS), www.cms.gov
- ii. [Code of Federal Regulations \(CFR\) - Title 49 - Transportation](#)
- iii. [VA Records Control Schedule 10-1, dated March 1, 2011](#)
- iv. Federal Drug Administration (FDA), www.fda.gov
- v. VA Financial Service Center, <http://www.fsc.va.gov/einvoice.asp>
- vi. International Safe Transit Association (ISTA), www.ista.org
- vii. VA National Center for Patient Safety, <http://www.patientsafety.va.gov/index.asp>
- viii. [Recall Of Defective Medical Devices And Medical Products, Including Food And Food Products, VHA Directive 1068 - Dated July 22, 2014](#)

- ix. The Joint Commission (JC), www.jointcommission.org
- x. Trade Agreements Act (TAA), [TAA of 1979](#)
- xi. [VA Directive 6300 - Records of Information Management - Dated February 26, 2009](#)
- xii. [VA Handbook 6300.1 - Records Management Procedures - Dated March 24, 2010](#)
- xiii. [VHA Handbook 1605.05 - Business Associate Agreements - Dated July 22, 2014](#)
- xiv. [VA Handbook 6500.2 - Management of Breaches Involving Sensitive Personal Information - Dated October 28, 2015](#)

B.2.14 – ACRONYMS

The following are a list of acronyms used throughout this PWS.

- i. BAA – Business Associate Agreement
- ii. CBOC – Community Based Outpatient Clinic
- iii. CMS – Centers for Medicare & Medicaid Services
- iv. CO – Contracting Officer
- v. COR – Contracting Officer Representative
- vi. DC – Distribution Channel
- vii. DelCon – Delivery Confirmation
- viii. DVA or VA – Department of Veteran Affairs
- ix. FDA – Federal Drug Administration
- x. FFP – Firm-Fixed Price
- xi. FRC – Facility Recall Coordinator
- xii. FSC – VA Financial Service Center
- xiii. HIPAA – Health Insurance Portability and Accountability Act
- xiv. ISO – Information Security Officer
- xv. ISTA – International Safe Transit Association
- xvi. JC – The Joint Commission
- xvii. MED/SURG – Medical/Surgical
- xviii. NARA – National Archives and Records Administration
- xix. NCPS – VA National Centers for Patient Safety
- xx. OIG – Office of Inspector General
- xxi. PHI – Protected Health Information
- xxii. PII – Personally Identifiable Information
- xxiii. PO – Privacy Officer
- xxiv. PRO – Product Recall Office
- xxv. PWS – Performance Work Statement
- xxvi. UOM – Unit of Measure
- xxvii. VACO – Veterans Affairs Central Office
- xxviii. VASNHS - VA Southern Nevada Healthcare Systems
- xxix. VALBHS - VA Long Beach Healthcare Systems
- xxx. VALLHS - VA Loma Linda Healthcare Systems
- xxxi. VASDHS - VA San Diego Healthcare Systems
- xxxii.** VAGLAHS - VA Greater Los Angeles Healthcare Systems
- xxxiii. VISN – Veteran Integrated Service Network

B.2.15 – DEFINITIONS

The following are a list of definitions pertinent to this contract.

- i. Address Label – Contains mailing address of the recipient, return address, unique package ID and endorsement line.
- ii. Barcode – Each parcel is pre-labeled by the Contractor with a barcode that contains the order number, station number, batch number, split number, parcel id number, service code, mail flag and zip code.
- iii. Business Associate Agreement (BAA) – Contract between the VA and its Contractor who shall use protected health information (PHI) for administrative, research, pricing, and billing or quality-assurance purposes. Business associates are not only providers of health care services; they might be individuals or entities involved in legal, accounting or other services.
- iv. Business Day: Official working day that commences on Monday and ending on Friday. In the event a Federal Holiday or any other day authorized to be a National Holiday falls on a business day, contractor is not responsible to perform work or services.
- v. Contracting Officer (CO) – VA employee with the authority to enter into, administer, and/or terminate contracts and make related determinations and findings.
- vi. Contracting Officer's Representative (COR) – Representative from the requiring activity assigned by the Contracting Officer to perform surveillance and to act as liaison to the Contractor. This individual has no authority to change the terms or conditions of the contract. The Contracting Officer reserves the right to designate representatives to act for him/her in furnishing technical guidance and advice or generally monitor the work to be performed under this contract.
- vii. Contractor – Vendor/Company authorized to provide services awarded under this contract.
- viii. Defective Service – Service output that does not meet the standard of performance associated with it in the Performance Work Statement and Performance Requirements Summary.
- ix. Disaster – as declared by the Federal/State/Local VA for a specific situation. Also, when Contractor facilities are unable to provide the requirements of this contract resulting from perils of nature, mechanical or electrical failure, medical epidemic, etc.
- x. Facility Recall Coordinator – Person within CMOP operational authority to make related determinations and findings regarding recall processing.
- xi. Financial Service Center (FSC) – Responsible for a variety of VA financial operations including vendor payments, electronic commerce/electronic interchange capabilities and financial support for VA offices.
- xii. Immediately – when used in conjunction with a notification requirement, is defined as written notification to the COR or Contracting Officer within one (1) business day of occurrence.
- xiii. Mailing Label – Contractor generated label at packaging includes recipient address, and return address on parcel.
- xiv. Manifesting – Application of shipping costs prior to insertion to the delivery stream.
- xv. Parcel – A package containing one or more items to be shipped by the Contractor to the patient.
- xvi. Promptly – when used in conjunction with a notification requirement, is defined as written notification to the COR or Contracting Officer within two business days of occurrence.
- xvii. Quality Assurance – Actions taken by the VA to assure services meet the requirements of the Performance Work Statement.
- xviii. Quality Control – Actions taken by a Contractor to control the performance of services so that they meet the requirements of the PWS.
- xix. Third Party Carrier – Courier service.
- xx. Tracking Number – The unique shipping number created at manifesting identifying the parcel for tracking and delivery.

- xxi. VA Financial Service Center – Veterans Affairs Financial Service Center located in Austin, TX. Payment center for CMOP invoices.
- xxii. Written Notification – electronic e-mail messages.

B.2.16 – LIST OF PARTICIPATING FACILITIES

The following is the list of the eight (8) healthcare systems who are participating and/or eligible in this contract.

| Active VA Healthcare Systems | | |
|------------------------------|--|--|
| Station # | Name | Address |
| 593 | VA Southern Nevada Healthcare System (VASNHS) | 6900 N. Pecos Rd., N. Las Vegas, NV 89086 |
| 600 | VA Long Beach Healthcare System (VALBHS) | 5901 East 7th Street Long Beach, CA 90822 |
| 605 | VA Loma Linda Healthcare System (VALLHS) | 11201 Benton St., Loma Linda, CA 92357 |
| 664 | VA San Diego Healthcare System (VASDHS) | 3350 La Jolla Village Dr. San Diego, CA 92161 |
| 691 | VA Greater Los Angeles Healthcare System (VAGLAHS) | 11301 Wilshire Blvd Los Angeles, CA 90073 |

| Inactive VA Healthcare Systems | | |
|--------------------------------|--|---|
| Station # | Name | Address |
| 501 | VA New Mexico Healthcare System (VANMHS) | 1501 San Pedro SE Albuquerque, NM 87108 |
| 649 | VA Northern Arizona Healthcare System (VANAHS) | 500 Hwy 89N Prescott, AZ 86313 |
| 644 | VA Phoenix Healthcare System (VAPHS) | 650 E. Indian School Rd Phoenix, AZ 85012 |
| 678 | VA Southern Arizona Healthcare System (VASAHS) | 3601 S. 6 th Ave Tucson, AZ 85723 |

B.3 PRICE / COST SCHEDULE

Contract Ceiling and Delivery/Task Order Minimum/Maximum Values:

The minimum contract value for all orders issued against this contract shall not be less than the minimum contract value stated in the following bullet points. The maximum contract value for all orders issued against this contract shall not exceed the maximum contract value stated in the following bullet points.

- I. **MINIMUM:** The Government will issue Delivery/Task Order(s) for the supplies or services specified in the contract, at the minimum guarantee amount of **\$100,000.00** for the entire contract period (including option years).
- II. **MAXIMUM:** The Government will issue Delivery/Task Order(s) for the supplies or services specified in the contract, at the maximum amount of **\$27,500,000.00** for the entire contract period (including option years).

B.3.1 CONTRACT LINE ITEM NUMBER (CLIN)

BASE YEAR - Period of Performance / Ordering Period - TBD

| ITEM NUMBER | DESCRIPTION OF SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|-------------|--|----------|------|---|--------|
| 0001 | See attached Excel Spreadsheet: ATTACHMENT 1 - CLIN SCHEDULE - DTP , for all Medical / Surgical Supplies. The tab title "OFFEROR'S LIST – BASE" applies to this CLIN. | | | <u>Input price in</u> ATTACHMENT 1 - CLIN SCHEDULE - DTP | |

OPTION YEAR 1 - Period of Performance / Ordering Period - TBD

| ITEM NUMBER | DESCRIPTION OF SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|-------------|--|----------|------|---|--------|
| 1001 | See attached Excel Spreadsheet: ATTACHMENT 1 - CLIN SCHEDULE - DTP , for all Medical / Surgical Supplies. The tab title "OFFEROR'S LIST – OPTION 1" applies to this CLIN. | | | <u>Input price in</u> ATTACHMENT 1 - CLIN SCHEDULE - DTP | |

OPTION YEAR 2 - Period of Performance / Ordering Period - TBD

| ITEM NUMBER | DESCRIPTION OF SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|----------------|--|----------|------|---|--------|
| 2001 | See attached Excel Spreadsheet: ATTACHMENT 1 - CLIN SCHEDULE - DTP , for all Medical / Surgical Supplies. The tab title "OFFEROR'S LIST – OPTION 1" applies to this CLIN. | | | <u>Input price in</u> ATTACHMENT 1 - CLIN SCHEDULE - DTP | |

OPTION YEAR 3 - Period of Performance / Ordering Period - TBD

| ITEM NUMBER | DESCRIPTION OF SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|----------------|--|----------|------|---|--------|
| 3001 | See attached Excel Spreadsheet: ATTACHMENT 1 - CLIN SCHEDULE - DTP , for all Medical / Surgical Supplies. The tab title "OFFEROR'S LIST – OPTION 1" applies to this CLIN. | | | <u>Input price in</u> ATTACHMENT 1 - CLIN SCHEDULE - DTP | |

OPTION YEAR 4 - Period of Performance / Ordering Period - TBD

| ITEM NUMBER | DESCRIPTION OF SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|----------------|--|----------|------|---|--------|
| 4001 | See attached Excel Spreadsheet: ATTACHMENT 1 - CLIN SCHEDULE - DTP , for all Medical / Surgical Supplies. The tab title "OFFEROR'S LIST – OPTION 1" applies to this CLIN. | | | <u>Input price in</u> ATTACHMENT 1 - CLIN SCHEDULE - DTP | |

(End of Section B)

SECTION C - CONTRACT CLAUSES

C.1 52.212-4 CONTRACT TERMS AND CONDITIONS—COMMERCIAL ITEMS (MAY 2015)

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

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

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

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

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

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

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

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

(g) *Invoice.*

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

(i) Name and address of the Contractor;

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

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

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

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

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

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

(i) *Payment.*—

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

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

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

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

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

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

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

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

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

(D) Contractor point of contact.

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

(6) *Interest.*

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

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

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

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

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

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

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

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

(A) The date fixed under this contract.

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

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

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

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

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

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

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

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

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

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

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

(m) *Termination for cause.* The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

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

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

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

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

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

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

(1) The schedule of supplies/services.

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

(3) The clause at 52.212-5.

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

(5) Solicitation provisions if this is a solicitation.

(6) Other paragraphs of this clause.

(7) The Standard Form 1449.

(8) Other documents, exhibits, and attachments

(9) The specification.

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

(1) Unless exempted by an addendum to this contract, the Contractor is responsible during performance and through final payment of any contract for the accuracy and completeness of the data within the SAM database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the SAM database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the SAM database to ensure it is current, accurate and complete. Updating information in

the SAM does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

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

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

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

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

(u) *Unauthorized Obligations.*

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

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

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

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

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

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

(End of Clause)

C.2 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS—COMMERCIAL ITEMS (FEB 2016)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (NOV 2015).

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

(3) 52.233-4, Applicable Law for Breach of Contract Claim (Oct 2004) (Public Laws 108-77 and 108-78 (19 U.S.C. 3805 note)).

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

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

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

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

☒ (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (OCT 2015) (Pub. L. 109-282) (31 U.S.C. 6101 note).

☐ (5) [Reserved]

☐ (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. (OCT 2015) (31 U.S.C. 6101 note).

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

☐ (10) [Reserved]

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

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

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

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

☐ (13) [Reserved]

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

☐ (ii) Alternate I (NOV 2011).

☐ (iii) Alternate II (NOV 2011).

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

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

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

☒ (16) 52.219-8, Utilization of Small Business Concerns (OCT 2014) (15 U.S.C. 637(d)(2) and (3)).

☐ (17)(i) 52.219-9, Small Business Subcontracting Plan (OCT 2015) (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 (OCT 2015) of 52.219-9.

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

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

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

☐ (21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (NOV 2011) (15 U.S.C. 657f).

☒ (22) 52.219-28, Post Award Small Business Program Rerepresentation (Jul 2013) (15 U.S.C. 632(a)(2)).

☐ (23) 52.219-29, Notice of Set-Aside for, or Sole Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (DEC 2015) (15 U.S.C. 637(m)).

☐ (24) 52.219-30, Notice of Set-Aside for, or Sole Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (DEC 2015) (15 U.S.C. 637(m)).

☒ (25) 52.222-3, Convict Labor (June 2003) (E.O. 11755).

☒ (26) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (FEB 2016) (E.O. 13126).

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

☒ (28) 52.222-26, Equal Opportunity (APR 2015) (E.O. 11246).

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

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

☒ (31) 52.222-37, Employment Reports on Veterans (FEB 2016) (38 U.S.C. 4212).

☒ (32) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496).

☒ (33)(i) 52.222-50, Combating Trafficking in Persons (MAR 2015) (22 U.S.C. chapter 78 and E.O. 13627).

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

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

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

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

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

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

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

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

☐ (38) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007)(42 U.S.C. 8259b).

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

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

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

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

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

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

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

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

☒ (43) 52.225-5, Trade Agreements (FEB 2016) (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. 4505, 10 U.S.C. 2307(f)).

☐ (49) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 4505, 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 (MAY 2014) (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) 52.222-17, Nondisplacement of Qualified Workers (MAY 2014) (E.O. 13495).

☐ (2) 52.222-41, Service Contract Labor Standards (MAY 2014) (41 U.S.C. chapter 67).

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

☐ (4) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards—Price Adjustment (Multiple Year and Option Contracts) (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

☐ (5) 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards—Price Adjustment (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

☐ (6) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements (MAY 2014) (41 U.S.C. chapter 67).

☐ (7) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services—Requirements (MAY 2014) (41 U.S.C. chapter 67).

☐ (8) 52.222-55, Minimum Wages Under Executive Order 13658 (DEC 2015) (E.O. 13658).

☐ (9) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (MAY 2014) (42 U.S.C. 1792).

☐ (10) 52.237-11, Accepting and Dispensing of \$1 Coin (SEP 2008) (31 U.S.C. 5112(p)(1)).

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

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

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

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

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

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

(ii) 52.219-8, Utilization of Small Business Concerns (OCT 2014) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$700,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iii) 52.222-17, Nondisplacement of Qualified Workers (MAY 2014) (E.O. 13495). Flow down required in accordance with paragraph (l) of FAR clause 52.222-17.

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

(v) 52.222-26, Equal Opportunity (APR 2015) (E.O. 11246).

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

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

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

(ix) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.

(x) 52.222-41, Service Contract Labor Standards (MAY 2014) (41 U.S.C. chapter 67).

(xi)(A) 52.222-50, Combating Trafficking in Persons (MAR 2015) (22 U.S.C. chapter 78 and E.O. 13627).

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

(xii) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements (MAY 2014) (41 U.S.C. chapter 67).

(xiii) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services—Requirements (MAY 2014) (41 U.S.C. chapter 67).

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

(xv) 52.222-55, Minimum Wages Under Executive Order 13658 (DEC 2015) (E.O. 13658).

(xvi) 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).

(xvii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (MAY 2014) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

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

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

(End of Clause)

C.3 52.203-99 PROHIBITION ON CONTRACTING WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS (DEVIATION) (FEB 2015)

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

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

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

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

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

(End of Clause)

C.4 52.216-18 ORDERING (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from [TO BE DETERMINED AFTER AWARD] through [TO BE DETERMINED AFTER AWARD].

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

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

(End of Clause)

C.5 52.216-19 ORDER LIMITATIONS (OCT 1995)

(a) *Minimum order.* When the Government requires supplies or services covered by this contract in an amount of less than \$100.00, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

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

(1) Any order for a single item in excess of \$1,000,000.00;

(2) Any order for a combination of items in excess of \$5 000,000.00; or

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

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

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 5 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of Clause)

C.6 52.216-22 INDEFINITE QUANTITY (OCT 1995)

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

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

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

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

(End of Clause)

C.7 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed **6 months**. The Contracting Officer may exercise the option by written notice to the Contractor within **30 days**. The specified rates under this clause will be those rates in effect under the contract each time an option is exercised under this clause

(End of Clause)

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

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

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

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

(End of Clause)

C.9 VAAR 852.211-73 BRAND NAME OR EQUAL (JAN 2008)

(Note: as used in this clause, the term "brand name" includes identification of products by make and model.)

(a) If items called for by this invitation for bids have been identified in the schedule by a "brand name or equal" description, such identification is intended to be descriptive, but not restrictive, and is to indicate the quality and characteristics of products that will be satisfactory. Bids offering "equal" products (including products of the brand name manufacturer other than the one described by brand name) will be considered for award if such products are clearly identified in the bids and are determined by the Government to meet fully the salient characteristics requirements listed in the invitation.

(b) Unless the bidder clearly indicates in the bid that the bidder is offering an "equal" product, the bid shall be considered as offering a brand name product referenced in the invitation for bids.

(c)(1) If the bidder proposes to furnish an "equal" product, the brand name, if any, of the product to be furnished shall be inserted in the space provided in the invitation for bids, or such product shall be otherwise clearly identified in the bid. The evaluation of bids and the determination as to equality of the product offered shall be the responsibility of the Government and will be based on information furnished by the bidder or identified in his/her bid as well as other information reasonably available to the purchasing activity. CAUTION TO BIDDERS. The purchasing activity is not responsible for locating or securing any information that is not identified in the bid and reasonably available to the purchasing activity. Accordingly, to insure that sufficient information is available, the bidder must furnish as a part of his/her bid all descriptive material (such as cuts, illustrations, drawings or other information) necessary for the purchasing activity to:

(i) Determine whether the product offered meets the salient characteristics requirement of the Invitation for Bids, and

(ii) Establish exactly what the bidder proposes to furnish and what the Government would be binding itself to purchase by making an award. The information furnished may include specific references to information previously furnished or to information otherwise available to the purchasing activity.

(2) If the bidder proposes to modify a product so as to make it conform to the requirements of the Invitation for Bids, he/she shall:

(i) Include in his/her bid a clear description of such proposed modifications, and

(ii) Clearly mark any descriptive material to show the proposed modifications.

(3) Modifications proposed after bid opening to make a product conform to a brand name product referenced in the Invitation for Bids will not be considered.

The clause entitled "Brand name or equal" applies all items in the schedule.

(End of Clause)

C.10 MANDATORY WRITTEN DISCLOSURES

Mandatory written disclosures required by FAR clause 52.203-13 to the Department of Veterans Affairs, Office of Inspector General (OIG) must be made electronically through the VA OIG Hotline at <http://www.va.gov/oig/contacts/hotline.asp> and clicking on "FAR clause 52.203-13 Reporting." If you experience difficulty accessing the website, call the Hotline at 1-800-488-8244 for further instructions.

(End of Clause)

C.11 LIMITATIONS ON SUBCONTRACTING-- MONITORING AND COMPLIANCE (JUN 2011)

This solicitation includes FAR 52.219-4 Notice of Price Evaluation Preference for HubZone Small Business Concerns. Accordingly, any contract resulting from this solicitation will include this clause. The contractor is advised in performing contract administration functions, the CO may use the services of a support contractor(s) retained by VA to assist in assessing the contractor's compliance with the limitations on subcontracting or percentage of work performance requirements specified in the clause. To that end, the support contractor(s) may require access to contractor's offices where the contractor's business records or other proprietary data are retained and to review such business records regarding the contractor's

compliance with this requirement. All support contractors conducting this review on behalf of VA will be required to sign an “Information Protection and Non-Disclosure and Disclosure of Conflicts of Interest Agreement” to ensure the contractor's business records or other proprietary data reviewed or obtained in the course of assisting the CO in assessing the contractor for compliance are protected to ensure information or data is not improperly disclosed or other impropriety occurs. Furthermore, if VA determines any services the support contractor(s) will perform in assessing compliance are advisory and assistance services as defined in FAR 2.101, Definitions, the support contractor(s) must also enter into an agreement with the contractor to protect proprietary information as required by FAR 9.505-4, obtaining access to proprietary information, paragraph (b). The contractor is required to cooperate fully and make available any records as may be required to enable the CO to assess the contractor's compliance with the limitations on subcontracting or percentage of work performance requirement.

(End of Clause)

C.12 – RESERVED:.

(End of Clause)

C.13 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

<http://www.acquisition.gov/far/index.html>
<http://www.va.gov/oal/library/vaar/>
<http://farsite.hill.af.mil/vffara.htm>

(End of Clause)

C.14 VAAR 852.252-70 SOLICITATION PROVISIONS OR CLAUSES INCORPORATED BY REFERENCE (JAN 2008)

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

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

| <u>FAR Number</u> | <u>Title</u> | <u>Date</u> |
|------------------------------|--|--------------------|
| 52.202-1 | DEFINITIONS | NOV 2013 |
| 52.203-3 | GRATUITIES | APR 1984 |
| 52.203-7 | ANTI-KICKBACK PROCEDURES | MAY 2014 |
| 52.203-17 | CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS | APR 2014 |

| | | |
|------------|---|----------|
| 52.204-4 | PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER | MAY 2011 |
| 52.204-18 | COMMERCIAL AND GOVERNMENT ENTITY CODE MAINTENANCE | JUL 2015 |
| 52.224-1 | PRIVACY ACT NOTIFICATION | APR 1984 |
| 52.224-2 | PRIVACY ACT | APR 1984 |
| 52.232-8 | DISCOUNTS FOR PROMPT PAYMENT | FEB 2002 |
| 52.232-23 | ASSIGNMENT OF CLAIMS | MAY 2014 |
| 852.232-72 | ELECTRONIC SUBMISSION OF PAYMENT REQUESTS | NOV 2012 |
| 52.232-37 | MULTIPLE PAYMENT ARRANGEMENTS | MAY 1999 |
| 52.232-40 | PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS | DEC 2013 |
| 52.233-1 | DISPUTES | MAY 2014 |
| 52.233-3 | PROTEST AFTER AWARD | AUG 1996 |
| 52.237-3 | CONTINUITY OF SERVICES | JAN 1991 |
| 52.242-13 | BANKRUPTCY | JUL 1995 |
| 52.242-15 | STOP-WORK ORDER | AUG 1989 |
| 852.203-70 | COMMERCIAL ADVERTISING | JAN 2008 |
| 852.203-71 | DISPLAY OF DEPARTMENT OF VETERANS AFFAIRS HOTLINE POSTER | DEC 1992 |

(End of Clause)

(End of Section C)

SECTION D - CONTRACT DOCUMENTS, EXHIBITS, OR ATTACHMENTS

*(NOTE: All attachments within the Section D are incorporated by reference, but carry the same force and effect as if given in its full text and entirety. All attachments can be downloaded through this solicitation announcement on www.fbo.gov. All attachments are also attached to this PDF document and can be access by clicking on the **PAPERCLIP ICON** within the PDF file)*

ATTACHMENT 1 – CLIN SCHEDULE – DTP

ATTACHMENT 2 – 2014 USAGE INFORMATION – DTP

ATTACHMENT 3 – PAST PERFORMANCE Q – DTP

ATTACHMENT 4 – BUSINESS ASSOCIATE AGREEMENT (BAA) – DTP

ATTACHMENT 5 – LETTER OF COMMITMENT/SUPPLY (LOC/S) – DTP

ATTACHMENT 6 – SAMPLE DELIVERY ORDER – DTP

ATTACHMENT 7 – LIST OF COR AND DESIGNEE – DTP

(End of Section D)

SECTION E - SOLICITATION PROVISIONS

E.1 ADDENDUM to FAR 52.212-1 INSTRUCTIONS TO OFFERORS— COMMERCIAL ITEMS (OCT 2015)

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 FAR Clause 52.212-1 as an addendum to this solicitation:

1. Offers will be received at the address specified in Block 9 of SF 1449, or if hand carried, to the address shown in block 9, until the date and time specified in block 8.

Please review the following items before submitting your proposal:

- Have you completed the SF 1449?
 - Have you included a complete Price Proposal and initialed any changes or erasures?
 - Have you checked the required block in FAR Clause 52.212-3?
 - Have you completed block 17a and signed your offer (blocks 30a, b and c) of SF 1449?
2. Offerors must complete and return all information designated in FAR Clause 52.212-1, Instructions to Offerors – Commercial Items, paragraph b, prior to the time specified in block 8 of SF1449 in order to be considered for award. Failure to do so may preclude to offeror from further consideration.
 3. Offerors shall thoroughly review the specifications and be familiar with the requirements of the solicitation prior to submitting proposals in order to be fully aware of the scope of services required. Failure to do so will not relieve the successful offeror from performing in accordance with the strict intent and meaning of the specifications without additional cost to the Government.
 4. Technical Inquires: Direct all technical inquiries in writing only to the Contract Specialist, Tue M. Tran, at tue.tran@va.gov.
 5. The FAR requires all Contractors conducting business with the Government to be registered in separate and individual online databases:
 - a) **REQUIRED REGISTRATION WITH CONTRACTOR PERFORMANCE ASSESSMENT SYSTEM (CPARS)**

As prescribed in Federal Acquisition Regulation (FAR) Part 42.15, the Department of Veterans Affairs (VA) evaluates contractor past performance on all contracts that exceed \$150,000, and shares those evaluations with other Federal Government contract specialists and procurement officials. The FAR requires that the Contractor be provided an opportunity to comment on past performance evaluations prior to each report closing. To fulfill this requirement VA uses an online database, CPARS, which is maintained by the Naval Seal Logistics Center in Portsmouth, Virginia. CPARS has connectivity with the Past Performance Information Retrieval System (PPIRS) database, which is available to all Federal agencies. PPIRS is the system used to collect

and retrieve performance assessment reports used in source selection determinations and completed CPARS report cards transferred to PPIRS. CPARS also includes access to the federal awardee performance and integrity information system (FAPIS). FAPIS is a web-enabled application accessed via CPARS for Contractor responsibility determination information.

Each Contractor whose contract award is estimated to exceed \$150,000 is required to register with CPARS database at the following web address: www.cpars.csd.disa.mil. Help in registering can be obtained by contacting Customer Support Desk @ DSN: 684-1690 or COMM: 207-438-1690. Registration should occur no later than thirty days after contract award, and must be kept current should there be any change to the contractor's registered representative.

For contracts with a period of one year or less, the Contracting Officer will perform a single evaluation when the contract is complete. For contracts exceeding one year, the Contracting Officer will evaluate the Contractor's performance annually. Interim reports will be filed each year until the last year of the contract, when the final report will be completed. The report shall be assigned in CPARS to the Contractor's designated representative for comment. The Contractor representative will have thirty (30) days to submit any comments and re-assign the report to the VA Contracting Officer.

Failure to have a current registration in the CPARS database, or to re-assign the report to the VA Contracting Officer within those thirty (30) days, will result in the Government's evaluation being placed on file in the database with a statement that the contractor failed to respond.

b) System for Award Management (SAM):

SAM Registration: Offeror must be registered in the System for Award Management (SAM). (SAM includes the functionality of the previous Central Contractor Registration [CCR] and Online Representations and Certifications Application [ORCA]). No contract will be entered into with an unregistered Contractor. Internet access allows registration by completing an electronic on-line registration application at <https://www.sam.gov>.

GENERAL INSTRUCTIONS FOR SUBMISSION OF PROPOSAL

Offeror(s) may submit their proposal on a company letterhead and shall include the completed pricing forms, along with name, address, telephone number of the offeror, firm's DUNS#, total price and a completed copy of [FAR Clause 52.212-3 Offerors Representations and Certifications - Commercial Items](#) or a copy of offeror's annual offeror representations and certifications (ORCA) document from www.sam.gov as required by [FAR Clause 52.212-3 Offerors Representations and Certifications - Commercial Items](#).

Offeror(s) shall also submit all other requested information and documentations per FAR Clause 52.212-2 Evaluations – Commercial Items ([see SECTION E.2](#)). Offeror(s) will be considered non-responsive if offeror(s) does not comply with FAR Clause 52.212-2, and will not be considered for award.

Offeror's proposal shall be submitted as follows (see section [E.12 52.212-2 EVALUATION—COMMERCIAL ITEMS \(OCT 2014\) \(TAILORED\)](#)):

1. Volume I will include all NON-COST FACTORS and shall include five (5) parts which will represent factors 1, 2, 3, 4, and 5. A table of contents must be included and each part will be separated by folder tabs labeled to the respective factor. Offerors' responses must also reference specific sections of PWS (if applicable); as this will assist the evaluation team during the evaluation process. Offeror shall submit four (4) hard copies and one (1) electronic copy via CD-ROM. This volume shall not exceed fifty (50) pages and must be in Times New Roman with a 10 or 12 font size.

Price schedule shall be submitted on a CD-ROM. Offeror shall submit pricing using [ATTACHMENT 1 - CLIN SCHEDULE - DTP.xlsx](#) and [ATTACHMENT 6 - SAMPLE DELIVERY ORDER - DTP.xlsx](#) in response to Factor 6 – Price. Please review Factor 6 for pertinent information and instruction.

NOTE: An offeror's submission must address all the attributes identified within the factor sufficiently in order for the Technical Evaluator(s) to determine technical acceptability for that specific factor. Offeror shall not simply copy the PWS and state they are able to comply with the PWS. Offeror shall state in their own words how they meet the PWS and all evaluation factors. The details of each response to its respective factor should reference sections of the PWS that correspondences with it, as this will assist the Government to evaluate efficiently and thoroughly

Offerors shall submit a response for each of the following factors:

- i. **FACTOR 1 – Technical Plan:** Must address and meet minimum requirements as outline in the following sections of the PWS to :

This factor shall not exceed twenty (20) pages.

1. B.2.8.1 – GENERAL REQUIREMENTS
2. B.2.8.2 – ORDER PROCESSING
3. B.2.8.7 – PRODUCT RECALLS AND PATIENT SAFETY ALERTS AND ADVISORIES
4. B.2.8.9 – SUPPORT – TECHNICAL AND ADMINISTRATIVE

- ii. **FACTOR 2 – Shipment Plan, to include Return Procedures:** Must address and meet minimum requirements as outline in the following sections of the PWS:

This factor shall not exceed twenty (20) pages.

1. B.2.8.3 – SHIPPING & DELIVERY
2. B.2.8.4 – SHIPMENT MASKING
3. B.2.8.5 – LABELING
4. B.2.8.6 – RETURNING OF PRODUCT
5. B.2.8.8 – TURNAROUND TIME (FILL-RATE)

- iii. **FACTOR 3 – Online Ordering Platform:** Must address and meet minimum requirements as outline in section B.2.8.1.vii of PWS.

Offeror shall submit one (1) electronic copy via CD-ROM.

Offeror shall submit a video demonstration of the online ordering platform that will be used in performance of this contract. Offeror's are reminded that this video demonstration shall not exceed twenty (20) minutes.

- iv. **FACTOR 4 – Distribution Channel / Letter of Commitment/Supply**: Must address and meet minimum requirements as outline in section B.2.8.1.ii, and B.2.8.1.vi of PWS.

This factor shall not exceed ten (10) pages.

Offeror must provide the following information on the DC(s) that will be used in performance on this contract:

1. Location(s)/Address(es) of all DC(s)
2. Geographic map to show all DC(s)
3. Capability of each DC, to include:
 - a. Number of personnel supporting the DC
 - b. Hours of operation
 - c. Square footage of DC
 - d. Med/Surg items available in the DC

If an offeror plans to sub-contract with a DC, offeror must have an executed Letter of Commitment/Supply (LOC/S) from the specific DC. The LOC/S must contain the following information (a sample LOC/S can be found in section D, **ATTACHMENT 5 – LETTER OF COMMITMENT/SUPPLY (LOC/S) – DTP**):

1. Must be on manufacturer's letterhead.
2. Must be dated within ninety (90) days of the date the SF1449 was signed by the company (for offers).
3. Must be valid for five (5) years.
4. Must be signed by an **officer** of the company.
5. Must reference the solicitation number.
6. Must contain the phrase that the manufacturer is willing to provide "a source of supply sufficient to satisfy the Government's requirements for the contract period".
7. Must contain the statement that end products are Trade Agreements Act (TAA) compliant.

Verification with the proposed DC will be conducted; therefore, offeror shall also submit the following for the DC point of contact:

1. Name
2. Title
3. Phone Number
4. Email Address

If this paragraph does not apply to you, please submit a formal letter to simply state you own and operate the DC.

- v. **FACTOR 5 – Past Performance:** Submit three (3) past performance references.

Instructions for the Past Performance Questionnaire Submittals: Provide at the minimum, three (3) completed Past Performance Questionnaires (PPQ) using the questionnaire ([ATTACHEMENT 3 – PAST PERFORMANCE Q - DTP](#)) in section D of the solicitation. Questionnaires must be submitted by previous client(s) and must be for the same or similar type work. The PPQ is included in the solicitation to provide the offeror or its team members. Ensure the client point of contact name(s); phone numbers, email addresses, and other pertinent information are current and correct. The Offeror shall submit with the offer (by the closing date of the solicitation,), a list of Assessors who received a past performance questionnaire, to include company name, address, point of contact, phone number, and email.

Offeror shall complete Sections I and II and provide it to the Assessor (Personnel/customer that had experience with the Offeror on a previous and/or current relevant contract). The Assessor is to verify Sections I through II, and complete Sections IV through VII in its entirety, and submit a signed copy to the Contracting Officer or other Government Designee. All past performance questionnaires must be fully complete and submitted to the Tue M. Tran at tue.tran@va.gov before the due date as listed in block 8 of the first page of this solicitation.

The Contracting Officer shall review relevant performance information on each offeror based on (1) from its own files (2) information provided by VA facilities (3) data independently obtained from other government and commercial sources to include Past Performance Information Retrieval System (PPIRS) and/or (4) from any other source the Government deems appropriate. Relevant performance includes performance of efforts involving “Direct to Patient” that are similar or greater in scope, magnitude and complexity than the effort described in this solicitation. The purpose of the past performance evaluation is to allow the Government to assess the offeror’s ability to perform the effort described in the solicitation, based on the offeror’s demonstrated present and past performance.

Currency, Relevance, Trends: The Government will consider the currency, relevance, and trends of the performance information while conducting its performance evaluation. For the purpose of this solicitation, currency is performance occurring **within the last five (5) years**. In assessing relevancy, the Government shall evaluate an offeror’s references for performance of efforts involving “Direct to Patient” or similar projects involving medical/surgical item shipments. The projects must clearly demonstrate that your firm has provided these types of services with similar magnitudes in the past.

The Government will determine whether the offeror has consistently demonstrated adherence to contract terms and conditions and a commitment to customer service; commitment to quality of products provided; commitment to quality of contract performed; commitment to providing the products required by customers by fostering good business

relationships with Federal Government product suppliers; commitment to accuracy of reports; commitment to accuracy and timeliness of deliveries; product price accuracy and accuracy of contract product prices invoiced; adherence to fill-rate requirements; business-like concern for customers' interests; and reasonable and cooperative behavior. The Government will take into consideration the offeror's experience on the depth, breadth, relevancy and currency for contracts similar to this procurement.

- vi. **FACTOR 6 – Price:** Price will be evaluated for price reasonableness.

Offeror shall submit one (1) electronic copy via CD-ROM.

PRICE FACTOR: Offeror(s) shall use “[ATTACHMENT 1 – CLIN SCHEDULE - DTP](#)” to enter all required information within the red columns of the spreadsheet. There are multiple tabs within the spreadsheet and are labeled as the following:

- a. OFFEROR'S LIST – BASE,
- b. OFFEROR'S LIST – OPTION 1
- c. OFFEROR'S LIST – OPTION 2
- d. OFFEROR'S LIST – OPTION 3
- e. OFFEROR'S LIST – OPTION 4

Offeror shall fill out each tab completely with the requested information, unless the offeror prices will remain the same throughout the entire contract period, to include the base and all option periods. Offeror shall submit and include a cover letter with the price factor, stating and confirming prices will remain the same throughout the entire contract period.

Offeror's are reminded that the supplies be requested shall be brand name or equal as required by [FAR Clause 52.211- BRAND NAME OR EQUAL](#). The spreadsheet has specific instructions for the **BRAND NAME OR EQUAL** at the very top highlighted in yellow. The spreadsheet must be fully complete and submit it in electronic form. Spreadsheet must not be protected, as the Government will use the spreadsheet as part of the evaluation process.

To ensure efficiency of evaluating price, the Government will evaluate the offerors' proposed prices using a sample delivery order based on the CLIN schedule, [ATTACHMENT 1 – CLIN SCHEDULE – DTP](#). The Government has selected twenty (20) CLIN from [ATTACHMENT 1 – CLIN SCHEDULE – DTP](#); as these represents the highest use items by VISN 22. [ATTACHMENT 6 – SAMPLE DELIVERY ORDER – DTP](#) (see section D of the solicitation) represents the twenty (20) CLIN; and offeror shall fill out this sample delivery order and submit it with their price proposal volume.

This sample delivery order will be used to determine the price reasonableness of each offerors' proposals and will assist in the determination for award.

Submit all question(s) to Tue M. Tran at tue.tran@va.gov no later than **August 17, 2016, 12:00 PM PDT**. Ensure to reference **Solicitation # VA262-16-Q-0211** within subject line of the email. All questions and answers will be posted to this solicitation via an amendment no later than **August 19, 2016**.

All completed and signed offers shall be delivered Tue M. Tran to the following address before due date/time in block 8 of the first page. Offerors may be considered non-responsive if proposal is not received on time and if all parts required by the solicitation are not received.

Department of Veteran Affairs
 Network Contract Office-22
 Attn: Tue M. Tran
RFP# VA262-16-R-0211
 4811 Airport Plaza
 Suite 600
 Long Beach, CA 90815
 (End of Provision)

E.2 52.212-2 EVALUATION—COMMERCIAL ITEMS (OCT 2014) (TAILORED)

(a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The Government will be using the best value continuum “**Lowest Price Technically Acceptable (LPTA)**” methodology to evaluate all proposals to determine the awardee. Each factor will be assigned a rating of Pass or Fail. In order to be considered technically acceptable, the proposal must be technically acceptable – “**Pass**” at each factor. An unacceptable rating – “**Fail**” at any one factor may result in the entire offer as unacceptable. No other rating or quantitative value will be assigned.

The following factors shall be used to evaluate offers:

NON COST TECHNICAL FACTORS

- i. **FACTOR 1 – Technical Plan:** Must address and meet minimum requirements as outline in the following sections of the PWS:
 - a. B.2.8.1 – GENERAL REQUIREMENTS
 - b. B.2.8.2 – ORDER PROCESSING
 - c. B.2.8.7 – PRODUCT RECALLS AND PATIENT SAFETY ALERTS AND ADVISORIES
 - d. B.2.8.9 – SUPPORT – TECHNICAL AND ADMINISTRATIVE
- ii. **FACTOR 2 – Shipment Plan, to include Return Procedures:** Must address and meet minimum requirements as outline in the following sections of the PWS:
 - a. B.2.8.3 – SHIPPING & DELIVERY
 - b. B.2.8.4 – SHIPMENT MASKING
 - c. B.2.8.5 – LABELING
 - d. B.2.8.6 – RETURNING OF PRODUCT
 - e. B.2.8.8 – TURNAROUND TIME (FILL-RATE)
- iii. **FACTOR 3 – Online Ordering Platform:** Must address and meet minimum requirements as outline in section B.2.8.1.vii of PWS.
- iv. **FACTOR 4 – Distribution Channel / Letter of Commitment/Supply:** Must have executed Letter of Commitment/Supply, if applicable.
- v. **FACTOR 5 – Past Performance:** Submit three (3) past performance references.
- vi. **FACTOR 6 – Price:** Price will be evaluated for price reasonableness.

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

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

(End of Provision)

E.3 52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS— COMMERCIAL ITEMS (FEB 2016)

The 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 (q) of this provision.

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

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

“Forced or indentured child labor” means all work or service—

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

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

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

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

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

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

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

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

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

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

“Sensitive technology”—

(1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically—

(i) To restrict the free flow of unbiased information in Iran; or

(ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and

(2) Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit pursuant to section 203(b)(3) of the International Emergency Economic Powers Act (50 U.S.C. 1702(b)(3)).

“Service-disabled veteran-owned small business concern”—

(1) Means a small business concern—

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

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

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

“Small disadvantaged business concern”, consistent with 13 CFR 124.1002, means a small business concern under the size standard applicable to the acquisition, that—

(1) Is at least 51 percent unconditionally and directly owned (as defined at 13 CFR 124.105) by—

(i) One or more socially disadvantaged (as defined at 13 CFR 124.103) and economically disadvantaged (as defined at 13 CFR 124.104) individuals who are citizens of the United States; and

(ii) Each individual claiming economic disadvantage has a net worth not exceeding \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(2) The management and daily business operations of which are controlled (as defined at 13.CFR 124.106) by individuals, who meet the criteria in paragraphs (1)(i) and (ii) of this definition.

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

(1) Directly by a parent corporation; or

(2) Through another subsidiary of a parent corporation.

“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 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:

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

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

(ii) It [] is, [] is not a joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. [The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture:_____.] Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

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

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

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

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

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

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

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

(e) *Certification Regarding Payments to Influence Federal Transactions* (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$150,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

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

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

(2) Foreign End Products:

| Line Item No | Country of Origin |
|--------------|-------------------|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

[List as necessary]

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

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

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

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

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

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

[List as necessary]

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

Other Foreign End Products:

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

[List as necessary]

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

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

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

Canadian End Products:

| Line Item No. |
|---------------|
| _____ |
| _____ |
| _____ |

[List as necessary]

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

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

Canadian or Israeli End Products:

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

[List as necessary]

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

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

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

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

[List as necessary]

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

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

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

Other End Products:

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

[List as necessary]

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

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

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

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

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

(4) ☐ Have, ☐ have not, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,500 for which the liability remains unsatisfied.

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

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

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

(ii) *Examples.*

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

(B) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. Sec. 6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the

underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

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

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

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

(1) *Listed end products.*

| | |
|--------------------|----------------------------|
| Listed End Product | Listed Countries of Origin |
|--------------------|----------------------------|

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

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

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

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

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

(2) ☐ Outside the United States.

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

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

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

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

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

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

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

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

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

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

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

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

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

(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) Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with either an inverted domestic corporation, or a subsidiary of an inverted domestic

corporation, unless the exception at 9.108-2(b) applies or the requirement is waived in accordance with the procedures at 9.108-4.

(2) *Representation.* The Offeror represents that—

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

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

(o) *Prohibition on contracting with entities engaging in certain activities or transactions relating to Iran.*

(1) The offeror shall email questions concerning sensitive technology to the Department of State at CISADA106@state.gov.

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

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

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

(iii) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds \$3,500 with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked pursuant to the International Emergency Economic Powers Act (50 U.S.C. 1701 *et seq.*) (see OFAC's Specially Designated Nationals and Blocked Persons List at <http://www.treasury.gov/ofac/downloads/t11sdn.pdf>).

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

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

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

(p) *Ownership or Control of Offeror.* (Applies in all solicitations when there is a requirement to be registered in SAM or a requirement to have a DUNS Number in the solicitation.)

(1) The Offeror represents that it [] has or [] does not have an immediate owner. If the Offeror has more than one immediate owner (such as a joint venture), then the Offeror shall respond to paragraph (2) and if applicable, paragraph (3) of this provision for each participant in the joint venture.

(2) If the Offeror indicates “has” in paragraph (p)(1) of this provision, enter the following information:

Immediate owner CAGE code:

Immediate owner legal name:

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

Is the immediate owner owned or controlled by another entity: ☐ Yes or ☐ No.

(3) If the Offeror indicates “yes” in paragraph (p)(2) of this provision, indicating that the immediate owner is owned or controlled by another entity, then enter the following information:

Highest-level owner CAGE code:

Highest-level owner legal name:

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

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

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

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

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

(2) The Offeror represents that—

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

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

(End of Provision)

E.4 52.203-98 PROHIBITION ON CONTRACTING WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS—REPRESENTATION (DEVIATION) (FEB 2015)

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

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

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

(End of Provision)

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

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

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

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

(b) The Offeror represents that—

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

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

(End of Provision)

E.6 52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS (JUL 2013)

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

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

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

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

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

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

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

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

- (i) In a criminal proceeding, a conviction.
- (ii) In a civil proceeding, a finding of fault and liability that results in the payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more.
- (iii) In an administrative proceeding, a finding of fault and liability that results in—
 - (A) The payment of a monetary fine or penalty of \$5,000 or more; or
 - (B) The payment of a reimbursement, restitution, or damages in excess of \$100,000.

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

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

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

(End of Provision)

E.7 52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a Firm-Fixed-Price, Indefinite Quantity contract resulting from this solicitation.

(End of Provision)

E.8 52.217-5 EVALUATION OF OPTIONS (JUL 1990)

Except when it is determined in accordance with FAR 17.206(b) not to be in the Government's best interests, the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).

(End of Provision)

E.9 52.233-2 SERVICE OF PROTEST (SEP 2006)

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

Tue M. Tran
Contract Specialist

Hand-Carried and Mailing Address:

Department of Veterans Affairs
SOLICITATION # VA262-16-R-0211
Network Contracting Office (NCO) 22
4811 Airport Plaza Drive
Suite 600
Long Beach CA 90815

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

(End of Provision)

E.10 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.

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

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

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

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

(End of Provision)

E.11 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)

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

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

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

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

(End of Provision)

E.12 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

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

<http://www.acquisition.gov/far/index.html>
<http://www.va.gov/oal/library/vaar/>
<http://farsite.hill.af.mil/vffara.htm>

(End of Provision)

| <u>FAR Number</u> | <u>Title</u> | <u>Date</u> |
|------------------------------|--|--------------------|
| 52.204-7 | SYSTEM FOR AWARD MANAGEMENT | JUL 2013 |
| 52.204-16 | COMMERCIAL AND GOVERNMENT ENTITY CODE REPORTING | JUL 2015 |
| 52.211-6 | BRAND NAME OR EQUAL | AUG 1999 |
| 52.212-1 | INSTRUCTIONS TO OFFERORS—COMMERCIAL ITEMS | OCT 2015 |
| 52.225-25 | PROHIBITION ON CONTRACTING WITH ENTITIES ENGAGING IN CERTAIN ACTIVITIES OR TRANSACTIONS RELATING TO IRAN—REPRESENTATION AND CERTIFICATIONS | OCT 2015 |
| 52.232-38 | SUBMISSION OF ELECTRONIC FUNDS TRANSFER INFORMATION WITH OFFER | JUL 2013 |
| 852.215-70 | SERVICE-DISABLED VETERAN-OWNED AND VETERAN-OWNED SMALL BUSINESS EVALUATION FACTORS | DEC 2009 |
| 852.270-1 | REPRESENTATIVES OF CONTRACTING OFFICERS | JAN 2008 |
| 852.271-70 | NONDISCRIMINATION IN SERVICES PROVIDED TO BENEFICIARIES | JAN 2008 |

(End of Provision)

(End of Section E)