

**Description:** This is a combined synopsis/solicitation for commercial items prepared in accordance with the format in Subpart 12.6, in conjunction with Far Part 13 as supplemented with additional information included in this notice. This announcement constitutes the only solicitation; proposals are being requested and a written solicitation will not be issued. The commercial items procedures of FAR Part 12 will be used. **Solicitation# RFP VA256-17-R-0352.** This solicitation is issued as request for proposal (RFP).

Solicitation document and incorporated provisions and clauses are those in effect through Federal Acquisition Circular 2005-94 & 2005-95 (effective 01/20/17) Rev 1 (02/16/17).

This is a total set-aside for Service Disabled Veteran Owned Small Businesses (SDVOSB) only.

NAICS code is 811219, size standard is \$20.0 MILLION.

Place of Performance: Michael E. DeBakey VA Medical Center  
2002 Holcombe BLVD  
Houston, TX 77030

Anticipated Performance Period: April 1, 2017 to March 31, 2018 plus four 12 Month Option periods at the discretion of the government to exercise.

All questions pertaining to this solicitation shall be submitted by 2:00pm CST March 3, 2017. Send all questions electronically to [anthony.marion2@va.gov](mailto:anthony.marion2@va.gov).

Only electronic offers will be accepted. Offers shall be submitted to [Anthony.marion2@va.gov](mailto:Anthony.marion2@va.gov)

NO LATER THAN March 10, 2017 by 2:00 PM CST.

**POC:** Anthony Marion, Contracting Officer Phone: 713-794-7408  
Email: [anthony.marion2@va.gov](mailto:anthony.marion2@va.gov)

## **A.1 APPLICABLE Provisions and Clauses**

The provision at 52.212-1 Introduction to Offerors – Commercial, applies to this acquisition.

The provision at 52.212-2 EVALUATION – COMMERCIAL ITEMS (JAN 1999) applies to this acquisition.

All offers shall include a completed copy of the provision at 52.212-3, Offeror Representations and Certifications –Commercial Items.

The clause at 52.212-4, Contract Terms and Conditions – Commercial Items, applies to this acquisition and a statement. The addendum to FAR 52.212-4 also applies to this acquisition.

The clause at 52.212-5, Contract Terms and Conditions Required to Implement Statutes or Executive Orders – Commercial Items, applies to this acquisition and all additional FAR clauses cited in the clause are applicable to the acquisition.

Addendum to FAR 52.212-4 Show FAR clauses followed by VAAR clauses in numeric order.

Solicitation contains a list of all clauses incorporated by reference in numeric order under 52.252-2 (see below), starting first with FAR and followed by VAAR.

## B.1 CONTRACT ADMINISTRATION DATA

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

a. CONTRACTOR:

b. GOVERNMENT: Contracting Officer 36C256

Department of Veterans Affairs  
NCO 16 & Division I Services Team B  
Michael E. DeBakey VA Medical Center  
2002 Holcombe BLVD  
Houston TX 77030 4298

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

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

☐ 52.232-36, Payment by Third Party

3. INVOICES: Invoices shall be submitted in arrears:

a. Quarterly ☒

b. Semi-Annually ☐

c. Other ☐

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 Service Center  
PO Box 149971  
Austin TX 78714-9971

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

AMENDMENT NO	DATE

**B.2 PRICE/COST SCHEDULE****ITEM INFORMATION**

<b>ITEM NUMBER</b>	<b>DESCRIPTION OF SUPPLIES/SERVICES</b>	<b>QUANTITY</b>	<b>UNIT</b>	<b>UNIT PRICE</b>		<b>AMOUNT</b>
<b>0001</b>	SACC Steam Sterilizer 011799706 Contract Period: Base POP Begin: 04-01-2017 POP End: 03-31-2018	4.00	QTR			
<b>0002</b>	ETO Sterilizer 033650907 Contract Period: Base POP Begin: 04-01-2017 POP End: 03-31-2018	4.00	QTR			
<b>0003</b>	ETO Sterilizer 033640909 Contract Period: Base POP Begin: 04-01-2017 POP End: 03-31-2018	4.00	QTR			
<b>0004</b>	Disposer 1120833257NS Contract Period: Base POP Begin: 04-01-2017 POP End: 03-31-2018	4.00	QTR			
<b>0005</b>	Synergy Sterilizers-SPS #1 3624105006 Contract Period: Base POP Begin: 04-01-2017 POP End: 03-31-2018	4.00	QTR			
<b>0006</b>	Synergy Sterilizers-SPS #2 3624105014 Contract Period: Base POP Begin: 04-01-2017 POP End: 03-31-2018	4.00	QTR			
<b>0007</b>	Synergy Sterilizers-SPS #3 3600710008 Contract Period: Base POP Begin: 04-01-2017 POP End: 03-31-2018	4.00	QTR			
<b>0008</b>	Load/Unload Module 3605206002B Contract Period: Base POP Begin: 04-01-2017 POP End: 03-31-2018	4.00	QTR			

<b>0009</b>	Ultrasonic Washer 1013C1910 Contract Period: Base POP Begin: 04-01-2017 POP End: 03-31-2018	4.00	QTR	_____	_____
<b>0010</b>	Ultrasonic Washer 1014C2174 Contract Period: Base POP Begin: 04-01-2017 POP End: 03-31-2018	4.00	QTR	_____	_____
<b>0011</b>	Ultrasonic Washer 0515ST0130068 Contract Period: Base POP Begin: 04-01-2017 POP End: 03-31-2018	4.00	QTR	_____	_____
<b>0012</b>	SCS unLoader 3600510003 Contract Period: Base POP Begin: 04-01-2017 POP End: 03-31-2018	4.00	QTR	_____	_____
<b>0013</b>	Ultrasonic Washer 0315C2253 Contract Period: Base POP Begin: 04-01-2017 POP End: 03-31-2018	4.00	QTR	_____	_____
<b>0014</b>	Disposer IG564668 Contract Period: Base POP Begin: 04-01-2017 POP End: 03-31-2018	4.00	QTR	_____	_____
<b>0015</b>	Sterilizer #3 033510903 Contract Period: Base POP Begin: 04-01-2017 POP End: 03-31-2018	4.00	QTR	_____	_____
<b>0016</b>	Sterilizer #4 030111013 RESEARCH Contract Period: Base POP Begin: 04-01-2017 POP End: 03-31-2018	4.00	QTR	_____	_____
<b>0017</b>	Sterilizer #5 030150126 Contract Period: Base POP Begin: 04-01-2017 POP End: 03-31-2018	4.00	QTR	_____	_____
<b>0018</b>	ETO Monitor EO1006002	4.00	QTR	_____	_____

	Contract Period: Base POP Begin: 04-01-2017 POP End: 03-31-2018				
<b>0019</b>	Steam Sterilizer 11770433 Contract Period: Base POP Begin: 04-01-2017 POP End: 03-31-2018	4.00	QTR	_____	_____
<b>0020</b>	Steam Sterilizer 12100408 Contract Period: Base POP Begin: 04-01-2017 POP End: 03-31-2018	4.00	QTR	_____	_____
<b>0021</b>	Grav Sterilizer 012459301 Contract Period: Base POP Begin: 04-01-2017 POP End: 03-31-2018	4.00	QTR	_____	_____
<b>0022</b>	NON-MOTORIZED FOR LINE END 3609414004 Contract Period: Base POP Begin: 04-01-2017 POP End: 03-31-2018	4.00	QTR	_____	_____
<b>0023</b>	Cart Washer 3604707012 Contract Period: Base POP Begin: 04-01-2017 POP End: 03-31-2018	4.00	QTR	_____	_____
<b>0024</b>	EP Lab Sterilizer 013408901 Contract Period: Base POP Begin: 04-01-2017 POP End: 03-31-2018	4.00	QTR	_____	_____
<b>0025</b>	36 IN. REMFG GRAV LH STM REC STERILIZER R832971301 Contract Period: Base POP Begin: 04-01-2017 POP End: 03-31-2018	4.00	QTR	_____	_____
<b>0026</b>	AMSCO 400 16X16X26 PVAC SD SLIDE CAB STM 32951307 Contract Period: Base	4.00	QTR	_____	_____

	POP Begin: 04-01-2017 POP End: 03-31-2018				
<b>0027</b>	SCS Loader 3600510002 Contract Period: Base POP Begin: 04-01-2017 POP End: 03-31-2018	4.00	QTR	_____	_____
<b>0028</b>	BASIC MOTORIZED 3609414005 Contract Period: Base POP Begin: 04-01-2017 POP End: 03-31-2018	4.00	QTR	_____	_____
<b>0029</b>	GRAV STERILIZER 10179009 Contract Period: Base POP Begin: 04-01-2017 POP End: 03-31-2018	4.00	QTR	_____	_____
<b>0030</b>	BASIC MOTORIZED 3609414006 Contract Period: Base POP Begin: 04-01-2017 POP End: 03-31-2018	4.00	QTR	_____	_____
<b>0031</b>	BASIC MOTORIZED 3609414007 Contract Period: Base POP Begin: 04-01-2017 POP End: 03-31-2018	4.00	QTR	_____	_____
<b>0032</b>	3085 BATTERY POWERED 120V TABLE,I/A COMPATIBLE TABLETOP WITH 2 IN. TLT PADS AND X- RAYTOP B427607015 Contract Period: Base POP Begin: 04-01-2017 POP End: 03-31-2018	4.00	QTR	_____	_____
<b>0033</b>	3085 BATTERY POWERED 120V TABLE,I/A COMPATIBLE TABLETOP WITH 2 IN. TLT PADS AND X- RAYTOP B427607018 Contract Period: Base POP Begin: 04-01-2017 POP End: 03-31-2018	4.00	QTR	_____	_____

<b>0034</b>	3085 BATTERY POWERED 120V TABLE,I/A COMPATIBLE TABLETOP WITH 2 IN. TLT PADS AND X- RAYTOP B428407016 Contract Period: Base POP Begin: 04-01-2017 POP End: 03-31-2018	4.00	QTR	_____	_____
<b>0035</b>	STERIS 5085 TABLE BAT/LINE 110V W/TLT PADS 413214051 Contract Period: Base POP Begin: 04-01-2017 POP End: 03-31-2018	4.00	QTR	_____	_____
<b>0036</b>	4085 TABLE BAT/LINE 110/120 W/TLT PADS SS CVR 404314104 Contract Period: Base POP Begin: 04-01-2017 POP End: 03-31-2018	4.00	QTR	_____	_____
<b>0037</b>	2-RACK LOAD MODULE 3624105011 Contract Period: Base POP Begin: 04-01-2017 POP End: 03-31-2018	4.00	QTR	_____	_____
<b>0038</b>	2-RACK LOAD MODULE 3623805002 Contract Period: Base POP Begin: 04-01-2017 POP End: 03-31-2018	4.00	QTR	_____	_____
<b>0039</b>	2-RACK UNLOAD MODULE 3623805003 Contract Period: Base POP Begin: 04-01-2017 POP End: 03-31-2018	4.00	QTR	_____	_____
<b>0040</b>	2-RACK UNLOAD MODULE 3624105010 Contract Period: Base POP Begin: 04-01-2017 POP End: 03-31-2018	4.00	QTR	_____	_____
<b>0041</b>	MOTORIZED RETURN DOOR 3609414002	4.00	QTR	_____	_____

	Contract Period: Base POP Begin: 04-01-2017 POP End: 03-31-2018				
<b>0042</b>	NON-MOTORIZED 2- WAY 3609414003 Contract Period: Base POP Begin: 04-01-2017 POP End: 03-31-2018	4.00	QTR		
<b>0043</b>	Total For Base Year Contract Period: Base POP Begin: 04-01-2017 POP End: 03-31-2018				
<b>1001</b>	SACC Steam Sterilizer 011799706 Contract Period: Option 1 POP Begin: 04-01-2018 POP End: 03-31-2019	4.00	QTR		
<b>1002</b>	ETO Sterilizer 033650907 Contract Period: Option 1 POP Begin: 04-01-2018 POP End: 03-31-2019	4.00	QTR		
<b>1003</b>	ETO Sterilizer 033640909 Contract Period: Option 1 POP Begin: 04-01-2018 POP End: 03-31-2019	4.00	QTR		
<b>1004</b>	Disposer 1120833257NS Contract Period: Option 1 POP Begin: 04-01-2018 POP End: 03-31-2019	4.00	QTR		
<b>1005</b>	Synergy Sterilizers-SPS #1 3624105006 Contract Period: Option 1 POP Begin: 04-01-2018 POP End: 03-31-2019	4.00	QTR		
<b>1006</b>	Synergy Sterilizers-SPS #2 3624105014 Contract Period: Option 1 POP Begin: 04-01-2018 POP End: 03-31-2019	4.00	QTR		
<b>1007</b>	Synergy Sterilizers-SPS #3 3600710008 Contract Period: Option 1	4.00	QTR		



	POP Begin: 04-01-2018 POP End: 03-31-2019				
<b>1008</b>	Load/Unload Module 3605206002B Contract Period: Option 1 POP Begin: 04-01-2018 POP End: 03-31-2019	4.00	QTR	_____	_____
<b>1009</b>	Ultrasonic Washer 1013C1910 Contract Period: Option 1 POP Begin: 04-01-2018 POP End: 03-31-2019	4.00	QTR	_____	_____
<b>1010</b>	Ultrasonic Washer 1014C2174 Contract Period: Option 1 POP Begin: 04-01-2018 POP End: 03-31-2019	4.00	QTR	_____	_____
<b>1011</b>	Ultrasonic Washer 0515ST0130068 Contract Period: Option 1 POP Begin: 04-01-2018 POP End: 03-31-2019	4.00	QTR	_____	_____
<b>1012</b>	SCS unLoader 3600510003 Contract Period: Option 1 POP Begin: 04-01-2018 POP End: 03-31-2019	4.00	QTR	_____	_____
<b>1013</b>	Ultrasonic Washer 0315C2253 Contract Period: Option 1 POP Begin: 04-01-2018 POP End: 03-31-2019	4.00	QTR	_____	_____
<b>1014</b>	Disposer IG564668 Contract Period: Option 1 POP Begin: 04-01-2018 POP End: 03-31-2019	4.00	QTR	_____	_____
<b>1015</b>	Sterilizer #3 033510903 Contract Period: Option 1 POP Begin: 04-01-2018 POP End: 03-31-2019	4.00	QTR	_____	_____
<b>1016</b>	Sterilizer #4 030111013 RESEARCH Contract Period: Option 1 POP Begin: 04-01-2018	4.00	QTR	_____	_____

POP End: 03-31-2019					
<b>1017</b>	Sterilizer #5 030150126 Contract Period: Option 1 POP Begin: 04-01-2018 POP End: 03-31-2019	4.00	QTR	_____	_____
<b>1018</b>	ETO Monitor EO1006002 Contract Period: Option 1 POP Begin: 04-01-2018 POP End: 03-31-2019	4.00	QTR	_____	_____
<b>1019</b>	Steam Sterilizer 11770433 Contract Period: Option 1 POP Begin: 04-01-2018 POP End: 03-31-2019	4.00	QTR	_____	_____
<b>1020</b>	Steam Sterilizer 12100408 Contract Period: Option 1 POP Begin: 04-01-2018 POP End: 03-31-2019	4.00	QTR	_____	_____
<b>1021</b>	Grav Sterilizer 012459301 Contract Period: Option 1 POP Begin: 04-01-2018 POP End: 03-31-2019	4.00	QTR	_____	_____
<b>1022</b>	NON-MOTORIZED FOR LINE END 3609414004 Contract Period: Option 1 POP Begin: 04-01-2018 POP End: 03-31-2019	4.00	QTR	_____	_____
<b>1023</b>	Cart Washer 3604707012 Contract Period: Option 1 POP Begin: 04-01-2018 POP End: 03-31-2019	4.00	QTR	_____	_____
<b>1024</b>	EP Lab Sterilizer 013408901 Contract Period: Option 1 POP Begin: 04-01-2018 POP End: 03-31-2019	4.00	QTR	_____	_____
<b>1025</b>	36 IN. REMFG GRAV LH STM REC STERILIZER	4.00	QTR	_____	_____

	R832971301 Contract Period: Option 1 POP Begin: 04-01-2018 POP End: 03-31-2019				
<b>1026</b>	AMSCO 400 16X16X26 PVAC SD SLIDE CAB STM 32951307 Contract Period: Option 1 POP Begin: 04-01-2018 POP End: 03-31-2019	4.00	QTR	_____	_____
<b>1027</b>	SCS Loader 3600510002 Contract Period: Option 1 POP Begin: 04-01-2018 POP End: 03-31-2019	4.00	QTR	_____	_____
<b>1028</b>	BASIC MOTORIZED 3609414005 Contract Period: Option 1 POP Begin: 04-01-2018 POP End: 03-31-2019	4.00	QTR	_____	_____
<b>1029</b>	GRAV STERILIZER 10179009 Contract Period: Option 1 POP Begin: 04-01-2018 POP End: 03-31-2019	4.00	QTR	_____	_____
<b>1030</b>	BASIC MOTORIZED 3609414006 Contract Period: Option 1 POP Begin: 04-01-2018 POP End: 03-31-2019	4.00	QTR	_____	_____
<b>1031</b>	BASIC MOTORIZED 3609414007 Contract Period: Option 1 POP Begin: 04-01-2018 POP End: 03-31-2019	4.00	QTR	_____	_____
<b>1032</b>	3085 BATTERY POWERED 120V TABLE,I/A COMPATIBLE TABLETOP WITH 2 IN. TLT PADS AND X- RAYTOP B427607015 Contract Period: Option 1 POP Begin: 04-01-2018 POP End: 03-31-2019	4.00	QTR	_____	_____
<b>1033</b>	3085 BATTERY	4.00	QTR	_____	_____

	POWERED 120V TABLE,I/A COMPATIBLE TABLETOP WITH 2 IN. TLT PADS AND X- RAYTOP B427607018 Contract Period: Option 1 POP Begin: 04-01-2018 POP End: 03-31-2019				
<b>1034</b>	3085 BATTERY POWERED 120V TABLE,I/A COMPATIBLE TABLETOP WITH 2 IN. TLT PADS AND X- RAYTOP B428407016 Contract Period: Option 1 POP Begin: 04-01-2018 POP End: 03-31-2019	4.00	QTR		
<b>1035</b>	STERIS 5085 TABLE BAT/LINE 110V W/TLT PADS 413214051 Contract Period: Option 1 POP Begin: 04-01-2018 POP End: 03-31-2019	4.00	QTR		
<b>1036</b>	4085 TABLE BAT/LINE 110/120 W/TLT PADS SS CVR 404314104 Contract Period: Option 1 POP Begin: 04-01-2018 POP End: 03-31-2019	4.00	QTR		
<b>1037</b>	2-RACK LOAD MODULE 3624105011 Contract Period: Option 1 POP Begin: 04-01-2018 POP End: 03-31-2019	4.00	QTR		
<b>1038</b>	2-RACK LOAD MODULE 3623805002 Contract Period: Option 1 POP Begin: 04-01-2018 POP End: 03-31-2019	4.00	QTR		
<b>1039</b>	2-RACK UNLOAD MODULE 3623805003 Contract Period: Option 1 POP Begin: 04-01-2018 POP End: 03-31-2019	4.00	QTR		

<b>1040</b>	2-RACK UNLOAD MODULE 3624105010 Contract Period: Option 1 POP Begin: 04-01-2018 POP End: 03-31-2019	4.00	QTR	_____	_____
<b>1041</b>	MOTORIZED RETURN DOOR 3609414002 Contract Period: Option 1 POP Begin: 04-01-2018 POP End: 03-31-2019	4.00	QTR	_____	_____
<b>1042</b>	NON-MOTORIZED 2- WAY 3609414003 Contract Period: Option 1 POP Begin: 04-01-2018 POP End: 03-31-2019	4.00	QTR	_____	_____
<b>1043</b>	Total For Option Year 1 Contract Period: Option 1 POP Begin: 04-01-2018 POP End: 03-31-2019				_____
<b>2001</b>	SACC Steam Sterilizer 011799706 Contract Period: Option 2 POP Begin: 04-01-2019 POP End: 03-31-2020	4.00	QTR	_____	_____
<b>2002</b>	ETO Sterilizer 033650907 Contract Period: Option 2 POP Begin: 04-01-2019 POP End: 03-31-2020	4.00	QTR	_____	_____
<b>2003</b>	ETO Sterilizer 033640909 Contract Period: Option 2 POP Begin: 04-01-2019 POP End: 03-31-2020	4.00	QTR	_____	_____
<b>2004</b>	Disposer 1120833257NS Contract Period: Option 2 POP Begin: 04-01-2019 POP End: 03-31-2020	4.00	QTR	_____	_____
<b>2005</b>	Synergy Sterilizers-SPS #1 3624105006 Contract Period: Option 2 POP Begin: 04-01-2019 POP End: 03-31-2020	4.00	QTR	_____	_____

<b>2006</b>	Synergy Sterilizers-SPS #2 3624105014 Contract Period: Option 2 POP Begin: 04-01-2019 POP End: 03-31-2020	4.00	QTR	_____	_____
<b>2007</b>	Synergy Sterilizers-SPS #3 3600710008 Contract Period: Option 2 POP Begin: 04-01-2019 POP End: 03-31-2020	4.00	QTR	_____	_____
<b>2008</b>	Load/Unload Module 3605206002B Contract Period: Option 2 POP Begin: 04-01-2019 POP End: 03-31-2020	4.00	QTR	_____	_____
<b>2009</b>	Ultrasonic Washer 1013C1910 Contract Period: Option 2 POP Begin: 04-01-2019 POP End: 03-31-2020	4.00	QTR	_____	_____
<b>2010</b>	Ultrasonic Washer 1014C2174 Contract Period: Option 2 POP Begin: 04-01-2019 POP End: 03-31-2020	4.00	QTR	_____	_____
<b>2011</b>	Ultrasonic Washer 0515ST0130068 Contract Period: Option 2 POP Begin: 04-01-2019 POP End: 03-31-2020	4.00	QTR	_____	_____
<b>2012</b>	SCS unLoader 3600510003 Contract Period: Option 2 POP Begin: 04-01-2019 POP End: 03-31-2020	4.00	QTR	_____	_____
<b>2013</b>	Ultrasonic Washer 0315C2253 Contract Period: Option 2 POP Begin: 04-01-2019 POP End: 03-31-2020	4.00	QTR	_____	_____
<b>2014</b>	Disposer IG564668 Contract Period: Option 2 POP Begin: 04-01-2019 POP End: 03-31-2020	4.00	QTR	_____	_____

<b>2015</b>	Sterilizer #3 033510903 Contract Period: Option 2 POP Begin: 04-01-2019 POP End: 03-31-2020	4.00	QTR	_____	_____
<b>2016</b>	Sterilizer #4 030111013 RESEARCH Contract Period: Option 2 POP Begin: 04-01-2019 POP End: 03-31-2020	4.00	QTR	_____	_____
<b>2017</b>	Sterilizer #5 030150126 Contract Period: Option 2 POP Begin: 04-01-2019 POP End: 03-31-2020	4.00	QTR	_____	_____
<b>2018</b>	ETO Monitor EO1006002 Contract Period: Option 2 POP Begin: 04-01-2019 POP End: 03-31-2020	4.00	QTR	_____	_____
<b>2019</b>	Steam Sterilizer 11770433 Contract Period: Option 2 POP Begin: 04-01-2019 POP End: 03-31-2020	4.00	QTR	_____	_____
<b>2020</b>	Steam Sterilizer 12100408 Contract Period: Option 2 POP Begin: 04-01-2019 POP End: 03-31-2020	4.00	QTR	_____	_____
<b>2021</b>	Grav Sterilizer 012459301 Contract Period: Option 2 POP Begin: 04-01-2019 POP End: 03-31-2020	4.00	QTR	_____	_____
<b>2022</b>	NON-MOTORIZED FOR LINE END 3609414004 Contract Period: Option 2 POP Begin: 04-01-2019 POP End: 03-31-2020	4.00	QTR	_____	_____
<b>2023</b>	Cart Washer 3604707012 Contract Period: Option 2 POP Begin: 04-01-2019 POP End: 03-31-2020	4.00	QTR	_____	_____

<b>2024</b>	EP Lab Sterilizer 013408901 Contract Period: Option 2 POP Begin: 04-01-2019 POP End: 03-31-2020	4.00	QTR	_____	_____
<b>2025</b>	36 IN. REMFG GRAV LH STM REC STERILIZER R832971301 Contract Period: Option 2 POP Begin: 04-01-2019 POP End: 03-31-2020	4.00	QTR	_____	_____
<b>2026</b>	AMSCO 400 16X16X26 PVAC SD SLIDE CAB STM 32951307 Contract Period: Option 2 POP Begin: 04-01-2019 POP End: 03-31-2020	4.00	QTR	_____	_____
<b>2027</b>	SCS Loader 3600510002 Contract Period: Option 2 POP Begin: 04-01-2019 POP End: 03-31-2020	4.00	QTR	_____	_____
<b>2028</b>	BASIC MOTORIZED 3609414005 Contract Period: Option 2 POP Begin: 04-01-2019 POP End: 03-31-2020	4.00	QTR	_____	_____
<b>2029</b>	GRAV STERILIZER 10179009 Contract Period: Option 2 POP Begin: 04-01-2019 POP End: 03-31-2020	4.00	QTR	_____	_____
<b>2030</b>	BASIC MOTORIZED 3609414006 Contract Period: Option 2 POP Begin: 04-01-2019 POP End: 03-31-2020	4.00	QTR	_____	_____
<b>2031</b>	BASIC MOTORIZED 3609414007 Contract Period: Option 2 POP Begin: 04-01-2019 POP End: 03-31-2020	4.00	QTR	_____	_____
<b>2032</b>	3085 BATTERY POWERED 120V TABLE,I/A	4.00	QTR	_____	_____



	COMPATIBLE TABLETOP WITH 2 IN. TLT PADS AND X- RAYTOP B427607015 Contract Period: Option 2 POP Begin: 04-01-2019 POP End: 03-31-2020				
<b>2033</b>	3085 BATTERY POWERED 120V TABLE,I/A COMPATIBLE TABLETOP WITH 2 IN. TLT PADS AND X- RAYTOP B427607018 Contract Period: Option 2 POP Begin: 04-01-2019 POP End: 03-31-2020	4.00	QTR	_____	_____
<b>2034</b>	3085 BATTERY POWERED 120V TABLE,I/A COMPATIBLE TABLETOP WITH 2 IN. TLT PADS AND X- RAYTOP B428407016 Contract Period: Option 2 POP Begin: 04-01-2019 POP End: 03-31-2020	4.00	QTR	_____	_____
<b>2035</b>	STERIS 5085 TABLE BAT/LINE 110V W/TLT PADS 413214051 Contract Period: Option 2 POP Begin: 04-01-2019 POP End: 03-31-2020	4.00	QTR	_____	_____
<b>2036</b>	4085 TABLE BAT/LINE 110/120 W/TLT PADS SS CVR 404314104 Contract Period: Option 2 POP Begin: 04-01-2019 POP End: 03-31-2020	4.00	QTR	_____	_____
<b>2037</b>	2-RACK LOAD MODULE 3624105011 Contract Period: Option 2 POP Begin: 04-01-2019 POP End: 03-31-2020	4.00	QTR	_____	_____
<b>2038</b>	2-RACK LOAD MODULE 3623805002	4.00	QTR	_____	_____

	Contract Period: Option 2 POP Begin: 04-01-2019 POP End: 03-31-2020				
<b>2039</b>	2-RACK UNLOAD MODULE 3623805003 Contract Period: Option 2 POP Begin: 04-01-2019 POP End: 03-31-2020	4.00	QTR	_____	_____
<b>2040</b>	2-RACK UNLOAD MODULE 3624105010 Contract Period: Option 2 POP Begin: 04-01-2019 POP End: 03-31-2020	4.00	QTR	_____	_____
<b>2041</b>	MOTORIZED RETURN DOOR 3609414002 Contract Period: Option 2 POP Begin: 04-01-2019 POP End: 03-31-2020	4.00	QTR	_____	_____
<b>2042</b>	NON-MOTORIZED 2- WAY 3609414003 Contract Period: Option 2 POP Begin: 04-01-2019 POP End: 03-31-2020	4.00	QTR	_____	_____
<b>2043</b>	Total For Option Year 2 Contract Period: Option 2 POP Begin: 04-01-2019 POP End: 03-31-2020				_____
<b>3001</b>	SACC Steam Sterilizer 011799706 Contract Period: Option 3 POP Begin: 04-01-2020 POP End: 03-31-2021	4.00	QTR	_____	_____
<b>3002</b>	ETO Sterilizer 033650907 Contract Period: Option 3 POP Begin: 04-01-2020 POP End: 03-31-2021	4.00	QTR	_____	_____
<b>3003</b>	ETO Sterilizer 033640909 Contract Period: Option 3 POP Begin: 04-01-2020 POP End: 03-31-2021	4.00	QTR	_____	_____
<b>3004</b>	Disposer 1120833257NS Contract Period: Option 3	4.00	QTR	_____	_____

	POP Begin: 04-01-2020 POP End: 03-31-2021				
<b>3005</b>	Synergy Sterilizers-SPS #1 3624105006 Contract Period: Option 3 POP Begin: 04-01-2020 POP End: 03-31-2021	4.00	QTR	_____	_____
<b>3006</b>	Synergy Sterilizers-SPS #2 3624105014 Contract Period: Option 3 POP Begin: 04-01-2020 POP End: 03-31-2021	4.00	QTR	_____	_____
<b>3007</b>	Synergy Sterilizers-SPS #3 3600710008 Contract Period: Option 3 POP Begin: 04-01-2020 POP End: 03-31-2021	4.00	QTR	_____	_____
<b>3008</b>	Load/Unload Module 3605206002B Contract Period: Option 3 POP Begin: 04-01-2020 POP End: 03-31-2021	4.00	QTR	_____	_____
<b>3009</b>	Ultrasonic Washer 1013C1910 Contract Period: Option 3 POP Begin: 04-01-2020 POP End: 03-31-2021	4.00	QTR	_____	_____
<b>3010</b>	Ultrasonic Washer 1014C2174 Contract Period: Option 3 POP Begin: 04-01-2020 POP End: 03-31-2021	4.00	QTR	_____	_____
<b>3011</b>	Ultrasonic Washer 0515ST0130068 Contract Period: Option 3 POP Begin: 04-01-2020 POP End: 03-31-2021	4.00	QTR	_____	_____
<b>3012</b>	SCS unLoader 3600510003 Contract Period: Option 3 POP Begin: 04-01-2020 POP End: 03-31-2021	4.00	QTR	_____	_____
<b>3013</b>	Ultrasonic Washer 0315C2253	4.00	QTR	_____	_____

	Contract Period: Option 3 POP Begin: 04-01-2020 POP End: 03-31-2021				
<b>3014</b>	Disposer IG564668 Contract Period: Option 3 POP Begin: 04-01-2020 POP End: 03-31-2021	4.00	QTR	_____	_____
<b>3015</b>	Sterilizer #3 033510903 Contract Period: Option 3 POP Begin: 04-01-2020 POP End: 03-31-2021	4.00	QTR	_____	_____
<b>3016</b>	Sterilizer #4 030111013 RESEARCH Contract Period: Option 3 POP Begin: 04-01-2020 POP End: 03-31-2021	4.00	QTR	_____	_____
<b>3017</b>	Sterilizer #5 030150126 Contract Period: Option 3 POP Begin: 04-01-2020 POP End: 03-31-2021	4.00	QTR	_____	_____
<b>3018</b>	ETO Monitor EO1006002 Contract Period: Option 3 POP Begin: 04-01-2020 POP End: 03-31-2021	4.00	QTR	_____	_____
<b>3019</b>	Steam Sterilizer 11770433 Contract Period: Option 3 POP Begin: 04-01-2020 POP End: 03-31-2021	4.00	QTR	_____	_____
<b>3020</b>	Steam Sterilizer 12100408 Contract Period: Option 3 POP Begin: 04-01-2020 POP End: 03-31-2021	4.00	QTR	_____	_____
<b>3021</b>	Grav Sterilizer 012459301 Contract Period: Option 3 POP Begin: 04-01-2020 POP End: 03-31-2021	4.00	QTR	_____	_____
<b>3022</b>	NON-MOTORIZED FOR LINE END 3609414004 Contract Period: Option 3	4.00	QTR	_____	_____

	POP Begin: 04-01-2020 POP End: 03-31-2021				
<b>3023</b>	Cart Washer 3604707012 Contract Period: Option 3 POP Begin: 04-01-2020 POP End: 03-31-2021	4.00	QTR	_____	_____
<b>3024</b>	EP Lab Sterilizer 013408901 Contract Period: Option 3 POP Begin: 04-01-2020 POP End: 03-31-2021	4.00	QTR	_____	_____
<b>3025</b>	36 IN. REMFG GRAV LH STM REC STERILIZER R832971301 Contract Period: Option 3 POP Begin: 04-01-2020 POP End: 03-31-2021	4.00	QTR	_____	_____
<b>3026</b>	AMSCO 400 16X16X26 PVAC SD SLIDE CAB STM 32951307 Contract Period: Option 3 POP Begin: 04-01-2020 POP End: 03-31-2021	4.00	QTR	_____	_____
<b>3027</b>	SCS Loader 3600510002 Contract Period: Option 3 POP Begin: 04-01-2020 POP End: 03-31-2021	4.00	QTR	_____	_____
<b>3028</b>	BASIC MOTORIZED 3609414005 Contract Period: Option 3 POP Begin: 04-01-2020 POP End: 03-31-2021	4.00	QTR	_____	_____
<b>3029</b>	GRAV STERILIZER 10179009 Contract Period: Option 3 POP Begin: 04-01-2020 POP End: 03-31-2021	4.00	QTR	_____	_____
<b>3030</b>	BASIC MOTORIZED 3609414006 Contract Period: Option 3 POP Begin: 04-01-2020 POP End: 03-31-2021	4.00	QTR	_____	_____

<b>3031</b>	BASIC MOTORIZED 3609414007 Contract Period: Option 3 POP Begin: 04-01-2020 POP End: 03-31-2021	4.00	QTR	_____	_____
<b>3032</b>	3085 BATTERY POWERED 120V TABLE,I/A COMPATIBLE TABLETOP WITH 2 IN. TLT PADS AND X- RAYTOP B427607015 Contract Period: Option 3 POP Begin: 04-01-2020 POP End: 03-31-2021	4.00	QTR	_____	_____
<b>3033</b>	3085 BATTERY POWERED 120V TABLE,I/A COMPATIBLE TABLETOP WITH 2 IN. TLT PADS AND X- RAYTOP B427607018 Contract Period: Option 3 POP Begin: 04-01-2020 POP End: 03-31-2021	4.00	QTR	_____	_____
<b>3034</b>	3085 BATTERY POWERED 120V TABLE,I/A COMPATIBLE TABLETOP WITH 2 IN. TLT PADS AND X- RAYTOP B428407016 Contract Period: Option 3 POP Begin: 04-01-2020 POP End: 03-31-2021	4.00	QTR	_____	_____
<b>3035</b>	STERIS 5085 TABLE BAT/LINE 110V W/TLT PADS 413214051 Contract Period: Option 3 POP Begin: 04-01-2020 POP End: 03-31-2021	4.00	QTR	_____	_____
<b>3036</b>	4085 TABLE BAT/LINE 110/120 W/TLT PADS SS CVR 404314104 Contract Period: Option 3 POP Begin: 04-01-2020 POP End: 03-31-2021	4.00	QTR	_____	_____

<b>3037</b>	2-RACK LOAD MODULE 3624105011 Contract Period: Option 3 POP Begin: 04-01-2020 POP End: 03-31-2021	4.00	QTR	_____	_____
<b>3038</b>	2-RACK LOAD MODULE 3623805002 Contract Period: Option 3 POP Begin: 04-01-2020 POP End: 03-31-2021	4.00	QTR	_____	_____
<b>3039</b>	2-RACK UNLOAD MODULE 3623805003 Contract Period: Option 3 POP Begin: 04-01-2020 POP End: 03-31-2021	4.00	QTR	_____	_____
<b>3040</b>	2-RACK UNLOAD MODULE 3624105010 Contract Period: Option 3 POP Begin: 04-01-2020 POP End: 03-31-2021	4.00	QTR	_____	_____
<b>3041</b>	MOTORIZED RETURN DOOR 3609414002 Contract Period: Option 3 POP Begin: 04-01-2020 POP End: 03-31-2021	4.00	QTR	_____	_____
<b>3042</b>	NON-MOTORIZED 2- WAY 3609414003 Contract Period: Option 3 POP Begin: 04-01-2020 POP End: 03-31-2021	4.00	QTR	_____	_____
<b>3043</b>	Total For Option Year 3 Contract Period: Option 3 POP Begin: 04-01-2020 POP End: 03-31-2021				_____
<b>4001</b>	SACC Steam Sterilizer 011799706 Contract Period: Option 4 POP Begin: 04-01-2021 POP End: 03-31-2022	4.00	QTR	_____	_____
<b>4002</b>	ETO Sterilizer 033650907 Contract Period: Option 4 POP Begin: 04-01-2021 POP End: 03-31-2022	4.00	QTR	_____	_____

<b>4003</b>	ETO Sterilizer 033640909 Contract Period: Option 4 POP Begin: 04-01-2021 POP End: 03-31-2022	4.00	QTR	_____	_____
<b>4004</b>	Disposer 1120833257NS Contract Period: Option 4 POP Begin: 04-01-2021 POP End: 03-31-2022	4.00	QTR	_____	_____
<b>4005</b>	Synergy Sterilizers-SPS #1 3624105006 Contract Period: Option 4 POP Begin: 04-01-2021 POP End: 03-31-2022	4.00	QTR	_____	_____
<b>4006</b>	Synergy Sterilizers-SPS #2 3624105014 Contract Period: Option 4 POP Begin: 04-01-2021 POP End: 03-31-2022	4.00	QTR	_____	_____
<b>4007</b>	Synergy Sterilizers-SPS #3 3600710008 Contract Period: Option 4 POP Begin: 04-01-2021 POP End: 03-31-2022	4.00	QTR	_____	_____
<b>4008</b>	Load/Unload Module 3605206002B Contract Period: Option 4 POP Begin: 04-01-2021 POP End: 03-31-2022	4.00	QTR	_____	_____
<b>4009</b>	Ultrasonic Washer 1013C1910 Contract Period: Option 4 POP Begin: 04-01-2021 POP End: 03-31-2022	4.00	QTR	_____	_____
<b>4010</b>	Ultrasonic Washer 1014C2174 Contract Period: Option 4 POP Begin: 04-01-2021 POP End: 03-31-2022	4.00	QTR	_____	_____
<b>4011</b>	Ultrasonic Washer 0515ST0130068 Contract Period: Option 4 POP Begin: 04-01-2021 POP End: 03-31-2022	4.00	QTR	_____	_____



<b>4012</b>	SCS unLoader 3600510003 Contract Period: Option 4 POP Begin: 04-01-2021 POP End: 03-31-2022	4.00	QTR	_____	_____
<b>4013</b>	Ultrasonic Washer 0315C2253 Contract Period: Option 4 POP Begin: 04-01-2021 POP End: 03-31-2022	4.00	QTR	_____	_____
<b>4014</b>	Disposer IG564668 Contract Period: Option 4 POP Begin: 04-01-2021 POP End: 03-31-2022	4.00	QTR	_____	_____
<b>4015</b>	Sterilizer #3 033510903 Contract Period: Option 4 POP Begin: 04-01-2021 POP End: 03-31-2022	4.00	QTR	_____	_____
<b>4016</b>	Sterilizer #4 030111013 RESEARCH Contract Period: Option 4 POP Begin: 04-01-2021 POP End: 03-31-2022	4.00	QTR	_____	_____
<b>4017</b>	Sterilizer #5 030150126 Contract Period: Option 4 POP Begin: 04-01-2021 POP End: 03-31-2022	4.00	QTR	_____	_____
<b>4018</b>	ETO Monitor EO1006002 Contract Period: Option 4 POP Begin: 04-01-2021 POP End: 03-31-2022	4.00	QTR	_____	_____
<b>4019</b>	Steam Sterilizer 11770433 Contract Period: Option 4 POP Begin: 04-01-2021 POP End: 03-31-2022	4.00	QTR	_____	_____
<b>4020</b>	Steam Sterilizer 12100408 Contract Period: Option 4 POP Begin: 04-01-2021 POP End: 03-31-2022	4.00	QTR	_____	_____
<b>4021</b>	Grav Sterilizer	4.00	QTR	_____	_____

	012459301 Contract Period: Option 4 POP Begin: 04-01-2021 POP End: 03-31-2022				
<b>4022</b>	NON-MOTORIZED FOR LINE END 3609414004 Contract Period: Option 4 POP Begin: 04-01-2021 POP End: 03-31-2022	4.00	QTR		
<b>4023</b>	Cart Washer 3604707012 Contract Period: Option 4 POP Begin: 04-01-2021 POP End: 03-31-2022	4.00	QTR		
<b>4024</b>	EP Lab Sterilizer 013408901 Contract Period: Option 4 POP Begin: 04-01-2021 POP End: 03-31-2022	4.00	QTR		
<b>4025</b>	36 IN. REMFG GRAV LH STM REC STERILIZER R832971301 Contract Period: Option 4 POP Begin: 04-01-2021 POP End: 03-31-2022	4.00	QTR		
<b>4026</b>	AMSCO 400 16X16X26 PVAC SD SLIDE CAB STM 32951307 Contract Period: Option 4 POP Begin: 04-01-2021 POP End: 03-31-2022	4.00	QTR		
<b>4027</b>	SCS Loader 3600510002 Contract Period: Option 4 POP Begin: 04-01-2021 POP End: 03-31-2022	4.00	QTR		
<b>4028</b>	BASIC MOTORIZED 3609414005 Contract Period: Option 4 POP Begin: 04-01-2021 POP End: 03-31-2022	4.00	QTR		
<b>4029</b>	GRAV STERILIZER 10179009 Contract Period: Option 4	4.00	QTR		

	POP Begin: 04-01-2021 POP End: 03-31-2022				
<b>4030</b>	BASIC MOTORIZED 3609414006 Contract Period: Option 4 POP Begin: 04-01-2021 POP End: 03-31-2022	4.00	QTR	_____	_____
<b>4031</b>	BASIC MOTORIZED 3609414007 Contract Period: Option 4 POP Begin: 04-01-2021 POP End: 03-31-2022	4.00	QTR	_____	_____
<b>4032</b>	3085 BATTERY POWERED 120V TABLE,I/A COMPATIBLE TABLETOP WITH 2 IN. TLT PADS AND X- RAYTOP B427607015 Contract Period: Option 4 POP Begin: 04-01-2021 POP End: 03-31-2022	4.00	QTR	_____	_____
<b>4033</b>	3085 BATTERY POWERED 120V TABLE,I/A COMPATIBLE TABLETOP WITH 2 IN. TLT PADS AND X- RAYTOP B427607018 Contract Period: Option 4 POP Begin: 04-01-2021 POP End: 03-31-2022	4.00	QTR	_____	_____
<b>4034</b>	3085 BATTERY POWERED 120V TABLE,I/A COMPATIBLE TABLETOP WITH 2 IN. TLT PADS AND X- RAYTOP B428407016 Contract Period: Option 4 POP Begin: 04-01-2021 POP End: 03-31-2022	4.00	QTR	_____	_____
<b>4035</b>	STERIS 5085 TABLE BAT/LINE 110V W/TLT PADS 413214051 Contract Period: Option 4 POP Begin: 04-01-2021	4.00	QTR	_____	_____

POP End: 03-31-2022					
<b>4036</b>	4085 TABLE BAT/LINE 110/120 W/TLT PADS SS CVR 404314104 Contract Period: Option 4 POP Begin: 04-01-2021 POP End: 03-31-2022	4.00	QTR	_____	_____
<b>4037</b>	2-RACK LOAD MODULE 3624105011 Contract Period: Option 4 POP Begin: 04-01-2021 POP End: 03-31-2022	4.00	QTR	_____	_____
<b>4038</b>	2-RACK LOAD MODULE 3623805002 Contract Period: Option 4 POP Begin: 04-01-2021 POP End: 03-31-2022	4.00	QTR	_____	_____
<b>4039</b>	2-RACK UNLOAD MODULE 3623805003 Contract Period: Option 4 POP Begin: 04-01-2021 POP End: 03-31-2022	4.00	QTR	_____	_____
<b>4040</b>	2-RACK UNLOAD MODULE 3624105010 Contract Period: Option 4 POP Begin: 04-01-2021 POP End: 03-31-2022	4.00	QTR	_____	_____
<b>4041</b>	MOTORIZED RETURN DOOR 3609414002 Contract Period: Option 4 POP Begin: 04-01-2021 POP End: 03-31-2022	4.00	QTR	_____	_____
<b>4042</b>	NON-MOTORIZED 2- WAY 3609414003 Contract Period: Option 4 POP Begin: 04-01-2021 POP End: 03-31-2022	4.00	QTR	_____	_____
<b>4043</b>	Total For Option Year 4 Contract Period: Option 4 POP Begin: 04-01-2021 POP End: 03-31-2022			_____	_____
<b>GRAND TOTAL</b>				_____	_____

### **B.3 LIMITATIONS ON SUBCONTRACTING-- MONITORING AND COMPLIANCE (JUN 2011)**

This solicitation includes FAR 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside, 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.

### **B.4 REGISTRATION WITH CONTRACTOR PERFORMANCE ASSESSMENT SYSTEM (CPARS)**

a. As prescribed in Federal Acquisition Regulation (FAR) Part 42.1502 and 42.1503, the Department of Veterans Affairs (VA) evaluates contractor past performance on all contracts that exceed \$100,000. 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, Contractor Performance Assessment System (CPARS), which is maintained by the Naval Sea 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 (FAPIIS). FAPIIS is a web-enabled application accessed via CPARS for contractor responsibility determination information.

b. The Contractor will have an opportunity to review their ratings/comments, under the step "Contractor Comments" in CPARS. You will be notified via email by the CPARS system to review the report and provide comments. Each contractor whose contract award is estimated to exceed \$100,000 may register with CPARS database at the following web address: [www.cpars.gov](http://www.cpars.gov) in order to review the past performance evaluations. 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.

## B.5 SCOPE OF WORK (SOW)

### SCOPE OF WORK STATEMENT OF WORK

#### Steris Equipment Annual Service Contract

#### I. GENERAL REQUIREMENT

- Contractor shall furnish all labor, equipment, skilled and certified personnel for the original equipment manufacturer Steris, materials, parts, software, transportation, travel, and supervision to provide Preventive Maintenance and Repair Services (PMRS) for government Steris equipment.
- Contractor shall provide documentation as a Steris authorize vendor and documentation for Steris trained technician to meet all government requirements and objectives for government Steris equipment. Contractor shall submit training certificates and resumes with technical proposal. **Failure to submit training certification and resumes with technical proposal shall receive a no go during Source Selection**
- Contractor shall possess the capability to provide records indicating their capacity to work on the equipment. The records shall contain a minimum of 5 years of work on all of the equipment listed below and work of a similar quantity. Contractor shall submit capability with technical proposal. **Failure to submit Corporate Experience Form with technical proposal shall receive a no go during Source Selection**
- Contractor shall provide documentation of capability to obtain original equipment manufacturer (OEM) software updates and parts for Government Steris Equipment. Contractor shall submit with technical proposal authorize dealer list for parts and software. **Failure to submit authorize dealer list for parts and software with technical proposal shall receive a no go during Source Selection**
- Contractor shall provide documentation of capability to obtain original equipment manufacturer (OEM) parts for Government Steris Equipment. **Failure to submit authorize dealer list for parts and software with technical proposal shall receive a no go during Source Selection**
- Contractor shall provide all parts and labor to perform scheduled preventative maintenance in accordance with Steris current preventative maintenance requirements and unscheduled repair visits during normal working hours.
- Contractor shall possess the capability to provide onsite repair outside of normal working hours. Contractor shall address in Technical proposal capability for this requirement. **Failure to submit capability with Technical proposal shall receive a no go during Source Selection.**
- Contractor shall provide remote monitoring. Hardware, software, and installation/setup needed for remote monitoring shall be provided by the Contractor. Contractor shall address and submit with Technical proposal remote monitoring capability for this requirement. **Failure to submit capability with Technical proposal shall receive a no go during Source Selection.**

- Contractor shall provide 24x7 customer service via phone for all Steris equipment, with minimum 7AM-7PM CST technical support. The Contractor shall provide the COR with pertinent emergency telephone numbers, in order to summon assistance in case an emergency develops. This information shall be provided in writing to the COR, prior to the contract start date.
- Contractor shall provide Electronic portal for service records and service requests which supports multiple users.

## II. DEFINITIONS

The following terms have the following meanings in this scope of work (SOW):

- VA Administrative Hours: 8:00 AM to 4:30 PM, Monday through Friday, excluding federal holidays
- Non-Administrative Hours: 4:30 PM to 8:00 AM, 24 hours on weekends and federal holidays
- All times referenced are CST.
- Normal Working hours for Surgical Equipment is defined as Monday through Friday 8:00AM-8:00PM and for Infection Control Equipment is defined as Monday through Friday 8:00AM-5:00PM.
- Government: the United States of America
- Veterans Affairs (VA): Government's federal agency for which the Government contracts for the services specified herein. VA and Government will be used interchangeably throughout this SOW and contract. Where the term "VA" is used, it shall mean the same as "Government".
- COR: Contracting Officer's Representative
- PMRS: Preventive Maintenance (PM) and Repair Services (RS)
- Government personnel observed Holidays: The Government hereby provides notice and Contractor hereby acknowledges receipt that Government personnel observe the listed days as holidays:

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

In addition to the days designated as holidays, the Government observes the following days:

Any other day designated by Federal Statute

Any other day designated by Executive Order

Any other day designated by the President's Proclamation

III. Anticipated Period of Performance: April 1, 2017 to March 31, 2018 plus four one year option periods.

IV. Contract Type: Firm Fixed Priced

V. EQUIPMENT:

Equipment will be in good operating condition upon the effective date of this contract. This contract will not apply to any instrument damaged through negligence, misuse, abuse, fire, or explosion or any act of God.

Item Number	Equipment Description	Serial #	Department
1	16 IN. CENT VAC SD STM REC	11799706	DAY SURGERY
2	50 CFM DISPOSER	1120833257NS	MAINTENANCE ROOM 6TH FLOOR #1
3	130L CW 480V DPD DISS FAN DET2 DDCCD (R2)	3604707012	SPD
4	130L LOAD/UNLOAD MODULE 480V,3PH,60HZ	3605206002B	SPD
5	SYN W/DISINF 480V,3PH,60HZ,STEAM(SFDA 20081573688)	3600710008	SPD #3
6	16X16X26 GRAV STER/STG3	12459301	BLDG 109 RM#111,lab
7	60 INCH CENTURY VACMICRO ISOLATOR SD	11770433	Bldg 109 Rm# 7, Basement



LH CAB STEAM			
8	60 INCH CENTURY VACMICRO ISOLATOR SDLH CAB STEAM	12100408	Bldg 109 Rm#37, Basement
9	24X36X48 EPLABI STER2300	13408901	BLDG 110 RM#130, Access lab x8973
10	20x38 STG2 GRAV STER	10179009	BLDG 109 Rm#221
11	50 CFM DISPOSER	IG564668	6th Floor Mech Rm #2
12	3017 100% EO GAS STER	33640909	SPD #11
13	3017 100% EO GAS STER.	3365090	SPD #10
14	60 IN. PLATFORMPRE VAC STERILIZER,DBL HINGE,STM,REC 2/W,LL,480V	30111013	SPD #4
15	60 IN. PLATFORM PREVAC STERILIZER,DBL HINGE,STM,REC 2/W,LL,480V	30151026	SPD #5
16	60 IN. PLATFORM PREVAC STERILIZER,DBL HINGE,STM,REC 2/W,LL,480V	33510903	SPD #3
17	SCS DOUBLE LOAD	3600510002	SPD
18	SCS DOUBLE UNLOAD	3600510003	SPD
19	36 IN. REMFG GRAV LH STM REC STERILIZER	R832971301	ROOM 3A- 207
20	AMSCO 400 16X16X26 PVAC SD SLIDE CAB STM	32951307	OR 5

21	SYN W/DISINF 480V,3PH,60HZ,STEAM (R5)	3624105006	SPD #1
22	SYN W/DISINF 480V,3PH,60HZ,STEAM (R5)	3624105014	SPD #2
23	EO EAGLE MONITOR	EO1006002	6th Floor Mech Rm
24	BASIC MOTORIZED	3609414007	SPD
25	BASIC MOTORIZED	3609414005	SPD
26	BASIC MOTORIZED	3609414006	SPD
27	CAVIWAVE ULTRASONIC CLEANER 20 GAL 208V/3PH/132kHz	1013C1910	SPD
28	CAVIWAVE ULTRASONIC CLEANER 20 GAL 208V/3PH/132kHz	1014C2174	DECONTAM
29	CAVIWAVEULTRASONIC CLEANER17 GAL208V/3PH/132HZ	0515ST0130068	SPD
30	CAVIWAVE ULTRASONIC CLEANER 20 GAL 208V/3PH/132kHz	0315C2253	SPD
31	3085 BATTERY POWERED 120V TABLE, I/A COMPATIBLE TABLETOP WITH 2 IN. TLT PADS AND X-RAYTOP	B427607015	Surgery
32	3085 BATTERY POWERED 120V TABLE,I/A COMPATIBLE TABLETOP WITH 2 IN. TLT PADS AND X-RAYTOP	B427607018	Surgery

33	3085 BATTERY POWERED 120V TABLE, I/A COMPATIBLE TABLETOP WITH 2 IN. TLT PADS AND X-RAYTOP	B428407016	Surgery
34	STERIS 5085 TABLE BAT/LINE 110V W/TLT PADS	413214051	SPD
35	4085 TABLE BAT/LINE 110/120 W/TLT PADS SS CVR	404314104	OR9
36	2-RACK LOAD MODULE	3624105011	SPD
37	2-RACK LOAD MODULE	3623805002	SPD
38	2-RACK UNLOAD MODULE	3623805003	SPD
39	2-RACK UNLOAD MODULE	3624105010	SPD
40	MOTORIZED RETURN DOOR	3609414002	SPD
41	NON-MOTORIZED 2- WAY	3609414003	SPD
42	NON-MOTORIZED FOR LINE END	3609414004	SPD

#### VI. VENDOR PERFORMANCE:

Vendor shall provide adequate records indicating of their capacity to work on the equipment. The records shall contain a minimum of five (5) years of work on all of the equipment listed above and work of a similar quantity.

#### VII. ADDITIONAL SERVICES:

- Contractor guarantees all equipment covered in this contract shall be in optimum working condition at the contract expiration date provided that the Contractor is notified of any deficiencies at least one (1) day before the contract expiration date.
- Any changes, updates or retrofits made on any component or system shall be reported to the COR for annotation on station equipment manuals and records.
- For any service call made during normal working hours, the Contractor's repairman shall report their arrival and departure to the COR.

- Contractor shall include, at no extra charge, any engineering and software update necessary for continued optimum operation of the equipment listed in this contract.
- The Contractor 's repairman shall complete a full service report, in writing, after each service call (emergency or scheduled) and submit either a hard copy or an electronic version of this report to the COR within 5 days after the service day.

#### VIII. PERFORMANCE AND RESPONSE TIME

- The Contractor shall respond to service calls, within an hour for telephonic response, and on-site within twelve (12) hours during normal working hours. If call is placed outside of normal working hours, on-site response is expected at the beginning of the next normal working. This requirement for response time shall be the same for both services calls during the VA normal business hours and after-hour service calls. Staffing levels should be sufficient enough to safely and effectively cover this requirement. **Contractor shall submit capability to meet this government requirement in contractor technical proposal. Failure to submit capability in technical proposal shall receive a no go during Source Selection.**
- All work shall be performed by competent, experienced and factory-trained to work on the specific equipment. All work performed shall be first-class and accomplished in accordance with manufacturer's instructions, including but not limited to adjustments, calibrations, cleaning, lubricating, testing, disassembly, check-out, replacement of worn or defective parts, etc., required to keep the equipment in first-class operating condition. All work shall be performed to the satisfaction of the COR who will inspect the repairman's work and indicate his approval on a signed statement prior to the repairman's departure from the premises. **Contractor shall submit technical approach to meet this government requirement in contractor technical proposal. Failure to submit capability in technical proposal shall receive a no go during Source Selection.**
- Service calls during the VA normal business hours and related to malfunctions not successfully preempted by preventive maintenance services shall be at no additional cost to the Government. Repair service calls shall not take time away from preventive maintenance and other requirements required under this contract. **Contractor shall submit technical approach to meet this government requirement in contractor technical proposal. Failure to submit capability in technical proposal shall receive a no go during Source Selection.**
- Emergency service or repairs shall be submitted to the by the COR and approved by the Contracting Officer via a bilateral modification. Emergency service or repairs, which occur after the VA normal business hours of operation, shall be accomplished at the overtime-hourly rates specified in the pricing schedule. The VA will be responsible for premium portion of the overtime rate only. All overtime service calls shall be handled by one repairman only unless approved in advance by the COR. If regular timework must be carried over and the Contractor wishes to continue to work beyond the VA normal business hours of operation, authorization for overtime work shall be submitted in writing to the COR and approved by the Contracting Officer before proceeding.

- The Government shall not be responsible for incidental charges including, but not limited to, parking, tolls, mileage, phone, etc., on straight time or overtime work.

**VIII. WORK EXCLUDED: THE FOLLOWING WORK IS SPECIFICALLY EXCLUDED FROM THIS CONTRACT Unless bilaterally agreed between the Contracting Officer and Contractor via a modification in accordance with 52.212-4.**

- Maintenance problems discovered on equipment covered by this contract which the Contractor believes exceed the scope of contract provisions, shall be submitted in writing to the COR prior to any work. COR will submit request to the Contracting Officer for review. The Contractor shall immediately notify the BIOMED COR of any equipment or environmental conditions which impair or jeopardize the functioning of the equipment.
- In any case, the VA shall be explicitly notified in advance that additional charges will be incurred, prior to beginning such work. In such instances that the VA agrees the work is not within the scope of the contract, and the VA desires the Contractor to perform repairs, a separate purchase order will be issued to the Contractor for the work. Any service required which the Contractor believes to be in excess of the contract provisions and require additional payment (e.g., work beyond normal work hours) shall not be performed without prior authorization from the Contracting Officer. BIOMED COR, will arrange a separate purchase order to pay for the additional service if desired by the VA.
- In addition to covered services, Contractor shall provide equally responsive, competent service for additional work bilateral agreed with modification on covered equipment when requested by the VA, during regular business hours or after-hours, which will be paid via separate purchase order at a pre-determined cost if unrelated to maintenance requirements of the contract.

**IX. DOCUMENTING**

- The contractor shall provide documentation/certification of tuberculosis testing completion prior to commencing any work located on the MEDVAMC campus.
- The Contractor shall maintain a separate maintenance record on each equipment covered under this contract, All maintenance records shall be readily available anytime upon request for inspection by the Contracting Officer, COR or designee. The maintenance record is the property of the government and shall be turned over to the Government at the end of the contract. The maintenance record shall be a chronological file that includes the following information:
  - (1) Date.
  - (2) Equipment Identification (make, model, manufacturer's serial number and VAMC asset number (e.g. EE#156891)
  - (3) Nature of work (i.e. PM or repair services).
  - (4) Description of work performed (contractor should be brief and concise).

- (5) Any indication of problems experienced.
- (6) Initial or signature of repairman performing work.

#### X. PROCEDURE FOR REPORTING OF ARRIVAL AND DEPARTURE FOR ONSITE WORK

The Contractor's representative shall report his arrival and departure for onsite work in accordance with the following procedure:

- Upon arrival at the station, the Contractor shall check in with the BIOMED shop to sign in on response log, so that the VAMC will be aware of the Contractor's presence at the facility at all times. Response time shall be determined by the first appearance of a service representative at the appropriate office in response to a particular call.
- Upon each departure, Contractor shall serve notice of disposition of work to the COR or designee. In addition the contractor shall furnish the BIOMED COR or his designee a copy of a work order, service sheet or other such written notification of services performed. Electronic copy of reports shall be submitted within 24 hours to designated recipients. Such reports shall include at a minimum the following information:
  - Name and address of contractor
  - Name of contractor employee(s) performing the work
  - Date(s) work performed and hours spent.
  - Equipment Identification (make, model, manufacturer's serial number VAMC asset number (e.g. EE#156891)
  - Brief description of work performed, including preventive maintenance services and identification of equipment worked on.
  - Signature of contractor's employee(s) and signature of COR or his designee.
- If the report is not submitted, it will indicate to the Government that no inspection or maintenance was performed and payment may be withheld and/or delayed.

#### XI. UNIFORMS

The Contractor shall require all employees, including supervisors, to wear distinctive uniform clothing for ready identification, and assure that every employee is in uniform no later than the time specified by the COR, or otherwise no later than 10 working days from the date an employee first enters on duty. The uniform shall have the Contractor's name, easily identifiable, affixed thereon in a permanent manner such as a badge or monograms.

#### XII. HOURS OF WORK:

Routine services shall be performed during normal working hours, 8:00 a.m. through 8:00 p.m., Monday through Friday, excluding Government holidays. Working after these defined hours is permitted and will require approval from the biomedical engineering department.

#### XIII. REMOVAL OF EQUIPMENT:

Should a piece of equipment require repair at the Contractor 's plant, the Contractor shall provide a loaner at no extra charge. Government property cannot be removed from the station without a signed Property Pass. This Property Pass may be obtained from Acquisition & Material Management Service, Personal Property Section, 4A-320 after removal is authorized by the COR,. The Contractor may not remove equipment from Government site for minor repairs only. The Contractor shall be responsible for damage or loss of equipment while in the Contractor 's charge.

#### XIV. PARTS/ SOFTWARE:

The Contractor shall furnish only new standard/OEM parts. All parts shall be of current manufacture and shall have versatility with presently installed equipment.

All new installed replacement parts become the property of the Government. Replaced parts shall be disposed of by the Contractor at no extra cost to the Government after obtaining approval from the COR. Contractor shall be responsible for disposing replaced parts in accordance with applicable federal, state, and local laws.

Contractor shall possess capability to provide the most recent software updates that shall keep government equipment fully operational. Contractor shall submit with technical proposal authorized dealer/seller that shall be utilized. **Failure to submit authorize dealer for parts and software with technical proposal shall receive a no go during Source Selection**

#### XV. SAFETY REQUIREMENTS:

In the performance of this contract, the Contractor shall take such safety precautions as the Contracting Officer, or his/her designee, may determine to be reasonably necessary to protect the lives and health of occupants of the building. The Contractor shall have one supervisory employee, who will disseminate requirements to those who work at our facility, report to the Safety Manager's office for a one- (1) time training class before working on-site. The Contracting Officer or his/her designee will notify the Contractor of any noncompliance with the foregoing provisions and the action to be taken. The Contractor shall, after receipt of such notice, immediately correct the conditions to which attention has been directed. Such notice, when served on the Contractor or his representative at the site of work, shall be deemed sufficient for the purpose aforesaid. If the Contractor fails or refuses to comply promptly with such notice, the contracting Officer may issue an order stopping all or any part of the work and hold the Contractor in default.

#### XVI. ORDERS:

All orders for service will be placed by the COR or his designees, and the Contractor's service representatives shall report to the COR or his designees prior to the commencement of work and after completing the services. Services to be rendered will be as directed by the COR, and any changes shall receive concurrence of that.

#### XVII. OTHER REQUIREMENTS

- The Contractor shall require his employees to comply with all VA rules and regulations pertaining to the conduct of his employees while on station. Particular attention is drawn to the fact that the VAMC is a **NO SMOKING** Facility. Smoking is not permitted in any building.

- Contractor shall have use of station telephones to make business calls related to Medical Center's equipment. Misuse of this privilege will necessitate the need to require the contractor to use public telephones.
- **UNAUTHORIZED USE OF GOVERNMENT EQUIPMENT**
- The Contractor shall not allow his/her employees, including Subcontractors' employees, to open desk drawers, cabinets, or to use office equipment, including the use of non-pay telephones for any purpose other than a local emergency call.
- The Contractor shall be responsible to provide all necessary equipment, tools, parts, and materials to perform the work. The Government shall not be obligated to provide any equipment, tools, parts, and materials to assist the Contractor in performing the work.

#### **XVIII. WARRANTY**

- The Contractor shall warrant satisfactory equipment condition for repair and maintenance work outside the contract for a period of ninety (90) days immediately following completion of such work.
- The Contractor shall warrant satisfactory equipment condition for covered systems for a period of ninety (90) days immediately following the contract expiration date.
- Warranty service shall be limited to correcting items discovered to be in poor condition due to insufficient upkeep or failure to replace worn parts during the contract period. The Contractor shall correct these deficiencies upon notification by the Contracting Officer. This warranty shall remain valid while other parties perform service on the overall systems in question, provided the individual items requiring warranty service have not been obviously subjected to unnecessary, detrimental treatment by parties other than the Contractor (qualified service performed which is reasonable and necessary to uncover the deficiency shall not void warranty obligations of the Contractor). When directed to correct any such deficiency, the Contractor shall complete the required repairs with the same responsiveness stipulated in Section VIII, "Performance and Response Time". Each repair performed in satisfying this warranty clause shall include a ninety-day extension of this warranty for the subject item, from the completion date of the related warranty work, as well.

#### **XIX. GOVERNMENT PARTY TO EXECUTE AND MODIFY THE CONTRACT**

After the contract has been in force for a period of time, it may be necessary to change and/or modify the operations to provide better service. Pursuant to FAR 52.212-4, no government personnel other than the Contracting Officer can execute contract modifications on behalf of the government.

#### **XX. END OF SERVICE PERIOD**

No service shall be performed under this agreement after the contract expiration date without written authority or direction from the Contracting Officer.

#### **XXI. INVOICES & METHOD OF PAYMENTS**



All invoices shall be submitted in arrears, properly prepared in accordance with FAR 52.212-4, contain sufficient details, and match with the service tickets for the work rendered.

a. Quarterly Invoices

Invoices for fixed Quarterly fee shall be properly prepared and sent via OB10. Contractor shall register and submit invoices electronically via OB10. The website address for registering: [WWW.OB10.COM](http://WWW.OB10.COM).

Notes: On the right side of the screen, click on the (orange button that reads, REGISTER NOW)

THE PROMO CODE SO VENDOR DON'T GET CHARGED FOR INVOICES: VAPC7Y18

THE VA's BUYER ID NUMBER: AAA544240062.

Help Desk Number: 1-800-353-9791 or email: [vafscshd@va.gov](mailto:vafscshd@va.gov)

More information on OB10 invoicing is located <http://www.ob10.com/us/en/veterans-affairs/>. These invoices shall be sent in arrears at the beginning of each month following the month in which the PM services were rendered and billed for. At a minimum, all invoices shall include the following details:

- Description of the services rendered
- Billing period in which the services were rendered
- Correct purchase order number which will be issued by the Contracting Officer after the contract is awarded. Invoices without correct purchase order number shall be rejected and returned to the Contractor.
- Invoice number and date

Payments will be made in accordance with the prompt payment act out of the Government annual appropriated funds obligated in a purchase order which will be issued after the contract is awarded.

b. Invoices for Emergency/Callback Repair Services

Invoices for emergency/callback repair services shall be properly prepared, contain sufficient details, and include a copy of the repair tickets issued by the mechanic who provided the repair services. Invoices for emergency/callback repair services shall be submitted in arrears and sent electronically via email to the COR.

The VA reserves the right to pay for the emergency/callback repair services either by the government Visa purchase card administered through US Bank, or by a separate purchase order at its own discretion. The contractor shall be able to participate and accept the Government Visa card. Contractor shall use VISA Level II access, which will provide the Purchase Order Number to US Bank when sending the transactions.

End of Scope of Work

## 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 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)**

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

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

<http://www.va.gov/oal/library/vaar/>

(End of Clause)

<u><b>FAR Number</b></u>	<u><b>Title</b></u>	<u><b>Date</b></u>
52.203-16	PREVENTING PERSONAL CONFLICTS OF INTEREST	DEC 2011
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
52.204-9	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL	JAN 2011
52.204-18	COMMERCIAL AND GOVERNMENT ENTITY CODE MAINTENANCE	JUL 2016
52.228-5	INSURANCE—WORK ON A GOVERNMENT INSTALLATION	JAN 1997
52.232-18	AVAILABILITY OF FUNDS	APR 1984
52.232-40	PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS	DEC 2013
52.237-2	PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION	APR 1984
52.237-3	CONTINUITY OF SERVICES	JAN 1991
52.249-8	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)	APR 1984

## **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 SUPPLEMENTAL INSURANCE REQUIREMENTS**

In accordance with FAR 28.307-2 and FAR 52.228-5, the following minimum coverage shall apply to this contract:

(a) Workers' compensation and employers liability: Contractors are required to comply with applicable Federal and State workers' compensation and occupational disease statutes. If occupational diseases are not compensable under those statutes, they shall be covered under the employer's liability section of the insurance policy, except when contract operations are so commingled with a Contractor's commercial operations that it would not be practical to require this coverage. Employer's liability coverage of at least \$100,000 is required, except in States with exclusive or monopolistic funds that do not permit workers' compensation to be written by private carriers.

(b) General Liability: \$500,000.00 per occurrences.

(c) Automobile liability: \$200,000.00 per person; \$500,000.00 per occurrence and \$20,000.00 property damage.

(d) The successful bidder must present to the Contracting Officer, prior to award, evidence of general liability insurance without any exclusionary clauses for asbestos that would void the general liability coverage.

(End of Clause)

#### **C.5 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 of contract expiration.

(End of Clause)

## **C.6 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 of contract expiration; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 30 days of contract expiration 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 60 Months.

(End of Clause)

## **C.7 52.232-19 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR (APR 1984)**

Funds are not presently available for performance under this contract beyond 03-31-2018. The Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond 03-31-2018, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

(End of Clause)

## **C.8 VAAR 852.203-70 COMMERCIAL ADVERTISING (JAN 2008)**

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

(End of Clause)

## **C.9 VAAR 852.203-71 DISPLAY OF DEPARTMENT OF VETERAN AFFAIRS HOTLINE POSTER (DEC 1992)**

(a) Except as provided in paragraph (c) below, the Contractor shall display prominently, in common work areas within business segments performing work under VA contracts, Department of Veterans Affairs Hotline posters prepared by the VA Office of Inspector General.

(b) Department of Veterans Affairs Hotline posters may be obtained from the VA Office of Inspector General (53E), P.O. Box 34647, Washington, DC 20043-4647.

(c) The Contractor need not comply with paragraph (a) above if the Contractor has established a mechanism, such as a hotline, by which employees may report suspected instances of improper conduct, and instructions that encourage employees to make such reports.

(End of Clause)

**C.10 VAAR 852.215-71 EVALUATION FACTOR COMMITMENTS (DEC 2009)**

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

(End of Clause)

**C.11 VAAR 852.219-10 VA NOTICE OF TOTAL SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS SET-ASIDE (JUL 2016)(DEVIATION)**

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

(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 or eligible surviving spouses (see VAAR 802.201 Surviving Spouse definition);

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

(iii) The business meets Federal small business size standards for the applicable North American Industry Classification System (NAICS) code identified in the solicitation document;

(iv) The business has been verified for ownership and control pursuant to 38 CFR 74 and is so listed in the Vendor Information Pages database, (<https://www.vip.vetbiz.gov>); and

(v) The business will comply with subcontracting limitations in 13 CFR 125.6, as applicable

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

(b) *General.*

(1) Offers are solicited only from verified service-disabled veteran-owned small business concerns. Offers received from concerns that are not verified service-disabled veteran-owned small business concerns shall not be considered.

(2) Any award resulting from this solicitation shall be made to a verified service-disabled veteran-owned small business concern.

(c) *Agreement.* A service-disabled veteran-owned small business concern agrees that in the performance of the contract, the concern will comply with the limitation on subcontracting requirements in 13 CFR §125.6.

(d) A joint venture may be considered a service-disabled veteran owned small business concern if the joint venture complies with the requirements in 13 CFR 125.15, provided that any reference therein to SDVO SBC is to be construed to apply to a VA verified SDVOSB as appropriate.

(e) Any service-disabled veteran-owned small business concern (non-manufacturer) must meet the requirements in FAR 19.102(f) of the Federal Acquisition Regulation to receive a benefit under this program.

(End of Clause)

## **C.12 VAAR 852.232-72 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS (NOV 2012)**

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

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

(2) *Designated agency office* has the meaning given in 5 CFR 1315.2(m).

(3) *Electronic form* means an automated system transmitting information electronically according to the

Accepted electronic data transmission methods and formats identified in paragraph (c) of this clause. Facsimile, email, and scanned documents are not acceptable electronic forms for submission of payment requests.

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

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

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

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

(1) VA's Electronic Invoice Presentment and Payment System. (See Web site at <http://www.fsc.va.gov/einvoice.asp>.)

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

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

(e) *Exceptions.* If, based on one of the circumstances below, the contracting officer directs that payment requests be made by mail, the contractor shall submit payment requests by mail through the United States

Postal Service to the designated agency office. Submission of payment requests by mail may be required for:

- (1) Awards made to foreign vendors for work performed outside the United States;
- (2) Classified contracts or purchases when electronic submission and processing of payment requests could compromise the safeguarding of classified or privacy information;
- (3) Contracts awarded by contracting officers in the conduct of emergency operations, such as responses to national emergencies;
- (4) Solicitations or contracts in which the designated agency office is a VA entity other than the VA Financial Services Center in Austin, Texas; or
- (5) Solicitations or contracts in which the VA designated agency office does not have electronic invoicing capability as described above.

(End of Clause)

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

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

(End of Clause)

### **C.14 VAAR 852.270-1 REPRESENTATIVES OF CONTRACTING OFFICERS (JAN 2008)**

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. Such designation will be in writing and will define the scope and limitation of the designee's authority. A copy of the designation shall be furnished to the contractor.

(End of Provision)

### **C.15 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS—COMMERCIAL ITEMS (JAN 2017)**

(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 2016) (Pub. L. 109-282) (31 U.S.C. 6101 note).

☐ (5) [Reserved]

☐ (6) 52.204-14, Service Contract Reporting Requirements (OCT 2016) (Pub. L. 111-117, section 743 of Div. C).

☐ (7) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (OCT 2016) (Pub. L. 111-117, section 743 of Div. C).

☒ (8) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (OCT 2015) (31 U.S.C. 6101 note).

☐ (9) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (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 (NOV 2016) (15 U.S.C. 637(d)(2) and (3)).
- ☐ (17)(i) 52.219-9, Small Business Subcontracting Plan (JAN 2017) (15 U.S.C. 637(d)(4)).
- ☐ (ii) Alternate I (NOV 2016) of 52.219-9.
- ☐ (iii) Alternate II (NOV 2016) of 52.219-9.
- ☐ (iv) Alternate III (NOV 2016) of 52.219-9.
- ☐ (v) Alternate IV (NOV 2016) 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 (OCT 2016) (E.O. 13126).
- ☒ (27) 52.222-21, Prohibition of Segregated Facilities (APR 2015).
- ☒ (28) 52.222–26, Equal Opportunity (SEP 2016) (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).

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

[X] (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.)

[X] (35) 52.222-59, Compliance with Labor Laws (Executive Order 13673) (OCT 2016). (Applies at \$50 million for solicitations and resultant contracts issued from October 25, 2016 through April 24, 2017; applies at \$500,000 for solicitations and resultant contracts issued after April 24, 2017).

**Note to paragraph (b)(35):** By a court order issued on October 24, 2016, 52.222-59 is enjoined indefinitely as of the date of the order. The enjoined paragraph will become effective immediately if the court terminates the injunction. At that time, DoD, GSA, and NASA will publish a document in the **Federal Register** advising the public of the termination of the injunction.

☐ (36) 52.222-60, Paycheck Transparency (Executive Order 13673) (OCT 2016).

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

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

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

☐ (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.)

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

[] (50) 52.225-5, Trade Agreements (OCT 2016) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

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

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

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

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

[] (55) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

[] (56) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

[] (57) 52.232-33, Payment by Electronic Funds Transfer—System for Award Management (Jul 2013) (31 U.S.C. 3332).

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

[] (59) 52.232-36, Payment by Third Party (MAY 2014) (31 U.S.C. 3332).

[] (60) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

☐ (61) 52.242-5, Payments to Small Business Subcontractors (JAN 2017)(15 U.S.C. 637(d)(12)).

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

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

(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).

☒ (9) 52.222-62, Paid Sick Leave Under Executive Order 13706 (JAN 2017) (E.O. 13706).

☐ (10) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (MAY 2014) (42 U.S.C. 1792).

☐ (11) 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 (NOV 2016) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further 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 (SEP 2016) (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).

(xvi) 52.222-59, Compliance with Labor Laws (Executive Order 13673) (OCT 2016) (Applies at \$50 million for solicitations and resultant contracts issued from October 25, 2016 through April 24, 2017; applies at \$500,000 for solicitations and resultant contracts issued after April 24, 2017).

**Note to paragraph (e)(1)(xvi):** By a court order issued on October 24, 2016, 52.222-59 is enjoined indefinitely as of the date of the order. The enjoined paragraph will become effective immediately if the court terminates the injunction. At that time, DoD, GSA, and NASA will publish a document in the **Federal Register** advising the public of the termination of the injunction.

(xvii) 52.222-60, Paycheck Transparency (Executive Order 13673) (OCT 2016)).

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

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

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

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

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

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

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

(End of Clause)

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

### **D.1 List of Attachments**

See attached document: S02 Past Performance Questionnaire Steris Maintenance Service Contract Attachment 1.

See attached document: S02 Corporate Experience Form Steris Maintenance Service Contract Attachment 2.

See attached document: S02 Wage Determination Attachment 3.

## SECTION E - SOLICITATION PROVISIONS

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

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

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

#### (a) General Instructions:

1. The Government plans to make an award without discussions. Therefore, each initial offer should contain the offeror's best terms from a price and technical standpoint. The Government reserves the right to conduct discussions if it is determined to be necessary.
2. Price proposal and technical proposals of each offeror will be evaluated independently. Offerors shall separately bind each. All copies shall therefore be labeled with the offerors name, business address, and VA Solicitation Number.
3. The response shall consist of two (2) separate parts; Part I - Price Proposal, Part II – Technical Proposal.

#### (b) Specific Instructions:

1. PART I - Price Proposal – Submit one (01) original
  - a. Completed and signed by the signatory any Amendments.
  - b. Government is seeking **DISCOUNTS**. Contractor shall communicate in price proposal discounts being offered to the government.
2. PART II - Technical Proposal - Submit one (01) original.
  - a. The Offeror, shall submit one (01) original detailed technical proposal in a format that clearly addresses the technical evaluation factors below.
  - b. Each response shall address each factor in the sequence listed and clearly identify which factor is being addressed.
  - c. There shall be no mention of costs in the Technical Proposal.
3. Proposal shall be submitted via email to [anthony.marion2@va.gov](mailto:anthony.marion2@va.gov) on or before the set forth due date:
4. This Solicitation is a Service-Disabled Veteran-Owned Small Business Set-Aside.

NO FAXED COPIES SHALL BE ACCEPTED. Proposals shall be submitted via email to [anthony.marion2@va.gov](mailto:anthony.marion2@va.gov).

4. Offer's business size certification and status will be verified in the System Award Management (SAM), Small Business Administration (SBA), and Vendor Information Page (VetBiz) portal with Data Universal Number (DUN). Offer shall ensure the company data is able to be viewed publically in all systems. Quotes shall be considered non responsive if Contracting Officer is not able to verify data in SAM's, SBA, and VetBiz.

## 5. EVALUATION FACTORS FOR AWARD

a) The Government will award a contract on the basis of the lowest priced technically acceptable Proposal meeting or exceeding the acceptable standards for non-cost factors.

The following factors shall be used to evaluate offers:

Factor 1 Technical

Factor 2 Past Performance

Factor 3 Price

### Evaluation Rating

**Go:** Offeror has identify and submitted all documents to illustrate processes, methods, plans, personnel, resumes, licenses, permits, training certificates, authorization letter to obtain parts, software, and other resources as necessary that together demonstrate an adequate technical approach that will satisfy the requirements. Offer submitted all required documents communicated in the Solicitation. There are significant strengths or weaknesses, or there are some strength and some weaknesses

**No-Go:** Offeror has failed to identify, or submitted all documents to illustrate processes, methods, plans, personnel, resumes, licenses, permits, training certificates, and authorization letters to obtain parts, software, and other resources as necessary that together demonstrate an adequate technical approach that will satisfy the requirements. Offer submitted all required documents communicated in the Solicitation. Offer did not submit required documents communicated in the Solicitation. There are no strengths and many weaknesses, or some significant weaknesses.

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

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

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

(End of Provision)

<b><u>FAR Number</u></b>	<b><u>Title</u></b>	<b><u>Date</u></b>
52.204-16	COMMERCIAL AND GOVERNMENT ENTITY CODE REPORTING	JUL 2016
52.204-17	OWNERSHIP OR CONTROL OF OFFEROR	JUL 2016
52.212-1	INSTRUCTIONS TO OFFERORS—COMMERCIAL ITEMS	OCT 2016
52.225-25	PROHIBITION ON CONTRACTING WITH ENTITIES	OCT 2015

ENGAGING IN CERTAIN ACTIVITIES OR TRANSACTIONS  
RELATING TO IRAN—REPRESENTATION AND  
CERTIFICATIONS

**E.2 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.3 52.204-22 ALTERNATIVE LINE ITEM PROPOSAL (JAN 2017)**

(a) The Government recognizes that the line items established in this solicitation may not conform to the Offeror's practices. Failure to correct these issues can result in difficulties in acceptance of deliverables and processing payments. Therefore, the Offeror is invited to propose alternative line items for which bids, proposals, or quotes are requested in this solicitation to ensure that the resulting contract is economically and administratively advantageous to the Government and the Offeror.

(b) The Offeror may submit one or more additional proposals with alternative line items, provided that alternative line items are consistent with subpart 4.10 of the Federal Acquisition Regulation. However, acceptance of an alternative proposal is a unilateral decision made solely at the discretion of the Government. Offers that do not comply with the line items specified in this solicitation may be determined to be nonresponsive or unacceptable.

(End of Provision)

**E.4 52.209-5 CERTIFICATION REGARDING RESPONSIBILITY MATTERS (OCT 2015)**

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

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

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



(B) Have [ ] have not [ ], within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) contract or subcontract; violation of Federal or State antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property (if offeror checks "have," the offeror shall also see 52.209-7, if included in this solicitation);

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

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

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

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

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

(2) *Examples.*

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

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

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

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

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

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

THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.

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

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

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

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(End of Provision)

## **E.5 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 (FAPIIS) is current, accurate, and complete as of the date of submission of this offer with regard to the following information:

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

(i) In a criminal proceeding, a conviction.

(ii) In a civil proceeding, a finding of fault and liability that results in the payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more.

(iii) In an administrative proceeding, a finding of fault and liability that results in—

(A) The payment of a monetary fine or penalty of \$5,000 or more; or

(B) The payment of a reimbursement, restitution, or damages in excess of \$100,000.

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

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

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

(End of Provision)

## **E.6 52.216-1 TYPE OF CONTRACT (APR 1984)**

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

(End of Provision)

## **E.7 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:

Anthony Marion  
Contract Specialist  
Hand-Carried Address:  
Department of Veterans Affairs

Purchasing & Contracting

Michael E. DeBakey VA Medical Center  
2002 Holcombe BLVD  
Houston TX 77030 4298  
Mailing Address:

Department of Veterans Affairs

Purchasing & Contracting  
Michael E. DeBakey VA Medical Center  
2002 Holcombe BLVD  
Houston TX 77030 4298

(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.8 VAAR 852.211-72 TECHNICAL INDUSTRY STANDARDS (JAN 2008)**

The supplies or equipment required by this invitation for bid or request for proposal must conform to the standards of the Original Equipment Manufacturer Steris and Latest Manufacturer's requirements and specifications as to Steris. The successful bidder or offeror will be required to submit proof that the item(s) he/she furnishes conforms to this requirement. This proof may be in the form of a label or seal affixed to the equipment or supplies, warranting that they have been tested in accordance with and conform to the specified standards. Proof may also be furnished in the form of a certificate from one of the above listed organizations certifying that the item(s) furnished have been tested in accordance with and conform to the specified standards.

(End of Provision)

## **E.9 VAAR 852.215-70 SERVICE-DISABLED VETERAN-OWNED AND VETERAN-OWNED SMALL BUSINESS EVALUATION FACTORS (JUL 2016)(DEVIATION)**

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

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

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

(End of Provision)

## **E.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.

(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)

## **E.12 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.]

(End of Provision)

### **E.13 VAAR 852.273-74 AWARD WITHOUT EXCHANGES (JAN 2003)**

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

(End of Provision)

### **E.14 52.212-2 EVALUATION—COMMERCIAL ITEMS (OCT 2014)**

(a) The Government will award a contract on the basis of the lowest priced technically acceptable Proposal meeting or exceeding the acceptable standards for non-cost factors.

The following factors shall be used to evaluate offers:

Factor 1 Technical

Factor 2 Past Performance

Factor 3 Price

Evaluation Rating

Go: Offeror has identify and submitted all documents to illustrate processes, methods, plans, personnel, resumes, licenses, permits, training certificates, authorization letter to obtain parts, software, and other resources as necessary that together demonstrate an adequate technical approach that will satisfy the requirements. Offer submitted all required documents communicated in the Solicitation. There are significant strengths or weaknesses, or there are some strength and some weaknesses

No-Go: Offeror has failed to identify, or submitted all documents to illustrate processes, methods, plans, personnel, resumes, licenses, permits, training certificates, and authorization letters to obtain parts, software, and other resources as necessary that together demonstrate an adequate technical approach that will satisfy the requirements. Offer submitted all required documents communicated in the Solicitation. Offer did not submit required documents communicated in the Solicitation. There are no strengths and many weaknesses, or some significant weaknesses.

#### **FACTOR 1: TECHNICAL**

##### **SUB FACTOR 1 - CORPORATE EXPERIENCE**

(A) **Contractor shall** utilize the attached Corporate Experience Form. **Contractor shall** have at least 5 (five) years of Corporate Experience. Failure to provide evidence of experience in the proposal submission shall result in a rejection of the proposal.

(B) Company shall have provided these types of services to either a Government or Commercial entity for the minimum 5 (five) years on the same type of equipment located at MEDVAMC per Scope of Work. At a minimum, your narrative shall include the following:

(i) Organizations number of years of corporate experience in providing the services at similar sized and complexity medical institutions as the Michael E. DeBakey VA Medical Center and similar type and age equipment.

- (ii) Organizations size, experience in the field, and resources available to enable the Contractor to fulfill requirements of the size anticipated under any resultant contract;
- (iii) Brief history of the organizations activities contributing to the development of expertise and capabilities related to this requirement.
- (iv) Information that demonstrates the contractor organizational and accounting controls and manpower presently in-house or the ability to acquire the type and kinds of personnel proposed to become in-house staff.

**No substitution for Corporate Experience will be considered.**

**SUB FACTOR -2 Authorized dealer/seller**

Contractor shall submit with proposal a list of authorized dealer/seller that shall be utilized under the awarded contract for parts and software for government Steris equipment. Failure to provide list of authorized dealers/sellers with technical proposal shall be considered a no go thereby making proposal unacceptable.

**SUB FACTOR -3. Personnel**

(A) Contractor shall identify the personnel for the required contract. A complete resume shall be submitted for all personnel proposed for the contract. Contractor shall include with personnel resume any professional qualifications, certifications, specialized experience in this type of work, and the technical competence of the staff on similar projects. A complete project list of previous similar project experience for each proposed personnel is requested to demonstrate that each of the proposed staffing is certified by the manufacturer Steris, to work on all equipment at MEDVAMC listed under this requirement. Contractors shall provide details concerning any previous experience the proposed team may have worked together on similar sized and complexity contracts.

(B) Each proposed personnel shall be evaluated based on VA's evaluation concerning the qualifications and experience.

1. Contractor shall be Fully Qualified based upon training and on experience in the field. For training, the technicians shall have successfully completed a formalized training program, for the specific equipment located within MEDVAMC per Scope of Work (Section V). Certificate of training shall be submitted with proposal.

2. The technicians shall be authorized by the contractor to perform the maintenance services for the Steris equipment per Scope of Work (Section XXV). Certificate of authorization shall be submitted with proposal. All work shall be performed by "Fully Qualified" competent technicians directly employed by the contractor. The Contractor shall provide written assurance of the competency of their personnel and a list of credentials of approved technicians for each make and model the Contractor services at the MEDVAMC.

3. The contractor shall submit a resume of qualifications and training certificates with proposal for personnel and employees proposed for this service contract. The contractor shall identify, by name, the key management and technical personnel who shall work under this contract. The Government reserves the right to review the

qualifications of the proposed replacement personnel and to reject individuals who do not meet the qualifications set forth in the SOW.

**SUB FACTOR -4.** Technical/Management Approach - The Contractor shall demonstrate the following, relevant to the subject procurement.

(A) Contractor shall submit with proposal a detailed technical and management plan describing their proposed capability and methods to manage the performance of all work and requirements in Scope of Work (SOW). The plan shall be organized, specific and complete in detail, realistic, and provide a straightforward delineation of the proposed management system. The plan shall contain all proposed management policies and organization charts proposed to implement the plan.

(B) Contractor shall submit with proposal names and resumes of employees and prospective employees who are known to the Contractor that are anticipated to fulfill the services of this scope of work should be submitted as part of the vendor's technical proposal. Where employees' names are not known, the use of position titles and job description will be acceptable. Prospective employees may provide letter of commitments in writing and copies of any licenses or certifications are a plus, especially proof of certification by Steris.

(C) Contractor shall submit with proposal detail prior experience in providing services similar to those required by this solicitation. Emphasis shall be placed upon prior contractual experience that is the same as or equivalent to that required by this solicitation. The offerors description of prior contractual experience shall include a description of the type of work performed. Offerors may provide copies of the contract technical requirements to illustrate the type of work.

(D) Contractor shall submit with proposal details of how they have the ability and qualified personnel to deliver emergency service and respond to Emergency Call Back per SOW.

(E) Contractor shall submit a copy of his or her quality control plan concurrently with the proposal in adherence with Scope of Work requirements. Offeror shall provide a synopsis of offeror's overall approach to quality control/quality improvement and provide information on proposed quality improvement plan.

Quality control measures shall include, but not be limited to:

- Performing all required inspections, maintenance, and tests per Scope of Work and manufacturer's recommendations.
- Listing all subcontractors and services they shall perform
- Compliance with applicable Federal, state and local codes and regulations
- Correction to system failure or down time

## **FACTOR 2: PAST PERFORMANCE**

(A). In this factor, the Government Past Performance will be evaluated for responsibility purpose only. Contractor's demonstrating past performance of work of a similar nature and relevance to this procurement within the past three years. Contractor shall utilize the attached Past Performance Questionnaire. Contact persons provided for project submitted under Factor #1 Corporate Experience above may be contacted by the Evaluation Panel. The Contractor's past performance on similar contracts.



(B). **Past Performance:** The Contractor shall send out the attached past performance questionnaire to each of their references listed under Factor #1 -Corporate Experience above. The Government will evaluate the quality and extent of Contractor's performance deemed relevant to the requirements of this solicitation. The references shall return the past performance questionnaire directly to the Government Contract Specialist listed on the past performance questionnaire via email. The government will use information submitted by the Contractor's and other sources such as other Federal government offices and commercial sources to assess performance.

(C). Contractor's should follow-up and encourage references to return the questionnaires to the Contracting Officer in a timely manner.

The government will review available past performance data in PPIRS. However, the government reserves the right to obtain past performance information from any available sources and may contact customer other than those identified by the offer when evaluating past performance.

**Note:** Contractor's with no relevant past performance history will not be evaluated favorably or unfavorably on past performance.

### **FACTOR 3: PRICE**

(A). In this factor, price will be evaluated for reasonableness and fairness by comparing contractors price submitted and the government independent government cost estimate.

(B) *Options.* The Government will average all submitted prices from each performance period and add that to the overall submitted price for total evaluation purposes. 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.15 52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS—COMMERCIAL ITEMS (DEC 2016)**

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

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

*Administrative merits determination* means certain notices or findings of labor law violations issued by an enforcement agency following an investigation. An administrative merits determination may be final or be subject to appeal or further

review. To determine whether a particular notice or finding is covered by this definition, it is necessary to consult section II.B. in the DOL Guidance.

*Arbitral award or decision* means an arbitrator or arbitral panel determination that a labor law violation occurred, or that enjoined or restrained a violation of labor law. It includes an award or decision that is not final or is subject to being confirmed, modified, or vacated by a court, and includes an award or decision resulting from private or confidential proceedings. To determine whether a particular award or decision is covered by this definition, it is necessary to consult section II.B. in the DOL Guidance.

*Civil judgment means—*

(1) In paragraph (h) of this provision: A judgment or finding of a civil offense by any court of competent jurisdiction.

(2) In paragraph (s) of this provision: Any judgment or order entered by any Federal or State court in which the court determined that a labor law violation occurred, or enjoined or restrained a violation of labor law. It includes a judgment or order that is not final or is subject to appeal. To determine whether a particular judgment or order is covered by this definition, it is necessary to consult section II.B. in the DOL Guidance.

*DOL Guidance* means the Department of Labor (DOL) Guidance entitled: “Guidance for Executive Order 13673, ‘Fair Pay and Safe Workplaces’ “. The DOL Guidance, dated August 25, 2016, can be obtained from [www.dol.gov/fairpayandsafeworkplaces](http://www.dol.gov/fairpayandsafeworkplaces).

*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.

*Enforcement agency* means any agency granted authority to enforce the Federal labor laws. It includes the enforcement components of DOL (Wage and Hour Division, Office of Federal Contract Compliance Programs, and Occupational Safety and Health Administration), the Equal Employment Opportunity Commission, the Occupational Safety and Health Review Commission, and the National Labor Relations Board. It also means a State agency designated to administer an OSHA-approved State Plan, but only to the extent that the State agency is acting in its capacity as administrator of such plan. It does not include other Federal agencies which, in their capacity as contracting agencies, conduct investigations of potential labor law violations. The enforcement agencies associated with each labor law under E.O. 13673 are—

(1) Department of Labor Wage and Hour Division (WHD) for—

(i) The Fair Labor Standards Act;

(ii) The Migrant and Seasonal Agricultural Worker Protection Act;

(iii) 40 U.S.C. chapter 31, subchapter IV, formerly known as the Davis-Bacon Act;

(iv) 41 U.S.C. chapter 67, formerly known as the Service Contract Act;

(v) The Family and Medical Leave Act; and

(vi) E.O. 13658 of February 12, 2014 (Establishing a Minimum Wage for Contractors);

(2) Department of Labor Occupational Safety and Health Administration (OSHA) for—

(i) The Occupational Safety and Health Act of 1970; and

(ii) OSHA-approved State Plans;

(3) Department of Labor Office of Federal Contract Compliance Programs (OFCCP) for—

(i) Section 503 of the Rehabilitation Act of 1973;

(ii) The Vietnam Era Veterans' Readjustment Assistance Act of 1972 and the Vietnam Era Veterans' Readjustment Assistance Act of 1974; and

(iii) E.O. 11246 of September 24, 1965 (Equal Employment Opportunity);

(4) National Labor Relations Board (NLRB) for the National Labor Relations Act; and

(5) Equal Employment Opportunity Commission (EEOC) for—

(i) Title VII of the Civil Rights Act of 1964;

(ii) The Americans with Disabilities Act of 1990;

(iii) The Age Discrimination in Employment Act of 1967; and

(iv) Section 6(d) of the Fair Labor Standards Act (Equal Pay Act).

*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).

*Labor compliance agreement* means an agreement entered into between a contractor or subcontractor and an enforcement agency to address appropriate remedial measures, compliance assistance, steps to resolve issues to increase compliance with the labor laws, or other related matters.

*Labor laws* means the following labor laws and E.O.s:

- (1) The Fair Labor Standards Act.
- (2) The Occupational Safety and Health Act (OSHA) of 1970.
- (3) The Migrant and Seasonal Agricultural Worker Protection Act.
- (4) The National Labor Relations Act.
- (5) 40 U.S.C. chapter 31, subchapter IV, formerly known as the Davis-Bacon Act.
- (6) 41 U.S.C. chapter 67, formerly known as the Service Contract Act.
- (7) E.O. 11246 of September 24, 1965 (Equal Employment Opportunity).
- (8) Section 503 of the Rehabilitation Act of 1973.
- (9) The Vietnam Era Veterans' Readjustment Assistance Act of 1972 and the Vietnam Era Veterans' Readjustment Assistance Act of 1974.
- (10) The Family and Medical Leave Act.
- (11) Title VII of the Civil Rights Act of 1964.
- (12) The Americans with Disabilities Act of 1990.
- (13) The Age Discrimination in Employment Act of 1967.
- (14) E.O. 13658 of February 12, 2014 (Establishing a Minimum Wage for Contractors).
- (15) Equivalent State laws as defined in the DOL Guidance. (The only equivalent State laws implemented in the FAR are OSHA-approved State Plans, which can be found at [www.osha.gov/dcsp/osp/approved\\_state\\_plans.html](http://www.osha.gov/dcsp/osp/approved_state_plans.html)).

*Labor law decision* means an administrative merits determination, arbitral award or decision, or civil judgment, which resulted from a violation of one or more of the laws listed in the definition of “labor laws”.

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

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

(9) PSC 9620, Minerals, Natural and Synthetic; and

(10) PSC 9630, Additive Metal Materials.

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

*Predecessor* means an entity that is replaced by a successor and includes any predecessors of the predecessor.

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

(1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;

(2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;

(3) Consist of providing goods or services to marginalized populations of Sudan;

(4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;

(5) Consist of providing goods or services that are used only to promote health or education; or

(6) Have been voluntarily suspended.

“Sensitive technology”—

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

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

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

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

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

(1) Means a small business concern—

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

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

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

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

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

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

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

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

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

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

(1) Directly by a parent corporation; or

(2) Through another subsidiary of a parent corporation.

*Successor* means an entity that has replaced a predecessor by acquiring the assets and carrying out the affairs of the predecessor under a new name (often through acquisition or merger). The term “successor” does not include new offices/divisions of the same company or a company that only changes its name. The extent of the responsibility of the successor for the liabilities of the predecessor may vary, depending on State law and specific circumstances.

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

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

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

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

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

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

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

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

**Note to paragraph (a):** By a court order issued on October 24, 2016, the following definitions in this paragraph (a) are enjoined indefinitely as of the date of the order: “Administrative merits determination”, “Arbitral award or decision”, paragraph (2) of “Civil judgment”, “DOL Guidance”, “Enforcement agency”, “Labor compliance agreement”, “Labor laws”, and “Labor law decision”. The enjoined definitions will become effective immediately if the court terminates the injunction. At that time, DoD, GSA, and NASA will publish a document in the **Federal Register** advising the public of the termination of the injunction.

(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:

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

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

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



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

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

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

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

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

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

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

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

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

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

(2) Foreign End Products:

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

[List as necessary]

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

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

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

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

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

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

*[List as necessary]*

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

Other Foreign End Products:

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

*[List as necessary]*

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

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

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

Canadian End Products:

Line Item No.

_____
_____
_____

*[List as necessary]*

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

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

Canadian or Israeli End Products:

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

_____	_____
_____	_____
_____	_____

*[List as necessary]*

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

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

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

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

_____	_____
_____	_____
_____	_____

[List as necessary]

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

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

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

Other End Products:

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

[List as necessary]

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

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

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

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

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

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

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

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

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

(ii) *Examples.*

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

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

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

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

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

(1) *Listed end products.*

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

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

[ ] (ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end

product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

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

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

(2) ☐ Outside the United States.

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

☒ (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](mailto:CISADA106@state.gov).

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

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

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

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

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

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

Immediate owner CAGE code: \_\_\_\_.

Immediate owner legal name: \_\_\_\_.

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

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

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

Highest-level owner CAGE code: \_\_\_\_.

Highest-level owner legal name: \_\_\_\_.

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

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

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

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

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

(2) The Offeror represents that—

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

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

(r) *Predecessor of Offeror.* (Applies in all solicitations that include the provision at 52.204-16, Commercial and Government Entity Code Reporting.)

(1) The Offeror represents that it ☐ is or ☐ is not a successor to a predecessor that held a Federal contract or grant within the last three years.

(2) If the Offeror has indicated “is” in paragraph (r)(1) of this provision, enter the following information for all predecessors that held a Federal contract or grant within the last three years (if more than one predecessor, list in reverse chronological order):

Predecessor CAGE code: \_\_\_\_ (or mark “Unknown”).

Predecessor legal name: \_\_\_\_.

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

(s) *Representation regarding compliance with labor laws (Executive Order 13673).* If the offeror is a joint venture that is not itself a separate legal entity, each concern participating in the joint venture shall separately comply with the requirements of this provision.

(1)(i) For solicitations issued on or after October 25, 2016 through April 24, 2017: The Offeror ☐ does ☐ does not anticipate submitting an offer with an estimated contract value of greater than \$50 million.

(ii) For solicitations issued after April 24, 2017: The Offeror ☐ does ☐ does not anticipate submitting an offer with an estimated contract value of greater than \$500,000.

(2) If the Offeror checked “does” in paragraph (s)(1)(i) or (ii) of this provision, the Offeror represents to the best of the Offeror's knowledge and belief [Offeror to check appropriate block]:

☐ (i) There has been no administrative merits determination, arbitral award or decision, or civil judgment for any labor law violation(s) rendered against the offeror (see definitions in paragraph (a) of this section) during the period beginning on October 25, 2015 to the date of the offer, or for three years preceding the date of the offer, whichever period is shorter; or

☐ (ii) There has been an administrative merits determination, arbitral award or decision, or civil judgment for any labor law violation(s) rendered against the Offeror during the period beginning on October 25, 2015 to the date of the offer, or for three years preceding the date of the offer, whichever period is shorter.

(3)(i) If the box at paragraph (s)(2)(ii) of this provision is checked and the Contracting Officer has initiated a responsibility determination and has requested additional information, the Offeror shall provide--

(A) The following information for each disclosed labor law decision in the System for Award Management (SAM) at [www.sam.gov](http://www.sam.gov), unless the information is already current, accurate, and complete in SAM. This information will be publicly available in the Federal Awardee Performance and Integrity Information System (FAPIS):

- (1) The labor law violated.
- (2) The case number, inspection number, charge number, docket number, or other unique identification number.
- (3) The date rendered.
- (4) The name of the court, arbitrator(s), agency, board, or commission that rendered the determination or decision;

(B) The administrative merits determination, arbitral award or decision, or civil judgment document, to the Contracting Officer, if the Contracting Officer requires it;

(C) In SAM, such additional information as the Offeror deems necessary to demonstrate its responsibility, including mitigating factors and remedial measures such as offeror actions taken to address the violations, labor compliance agreements, and other steps taken to achieve compliance with labor laws. Offerors may provide explanatory text and upload documents. This information will not be made public unless the contractor determines that it wants the information to be made public; and

(D) The information in paragraphs (s)(3)(i)(A) and (s)(3)(i)(C) of this provision to the Contracting Officer, if the Offeror meets an exception to SAM registration (see FAR 4.1102(a)).

(ii)(A) The Contracting Officer will consider all information provided under (s)(3)(i) of this provision as part of making a responsibility determination.

(B) A representation that any labor law decision(s) were rendered against the Offeror will not necessarily result in withholding of an award under this solicitation. Failure of the Offeror to furnish a representation or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(C) The representation in paragraph (s)(2) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous representation, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation in accordance with the procedures set forth in FAR 12.403.

(4) The Offeror shall provide immediate written notice to the Contracting Officer if at any time prior to contract award the Offeror learns that its representation at paragraph (s)(2) of this provision is no longer accurate.

(5) The representation in paragraph (s)(2) of this provision will be public information in the Federal Awardee Performance and Integrity Information System (FAPIS).

**Note to paragraph (s):** By a court order issued on October 24, 2016, this paragraph (s) is enjoined indefinitely as of the date of the order. The enjoined paragraph will become effective immediately if the court terminates the injunction. At that time, DoD, GSA, and NASA will publish a document in the **Federal Register** advising the public of the termination of the injunction.

(t) *Public Disclosure of Greenhouse Gas Emissions and Reduction Goals.* Applies in all solicitations that require offerors to register in SAM (52.212-1(k)).

(1) This representation shall be completed if the Offeror received \$7.5 million or more in contract awards in the prior Federal fiscal year. The representation is optional if the Offeror received less than \$7.5 million in Federal contract awards in the prior Federal fiscal year.

(2) Representation. [Offeror to check applicable block(s) in paragraph (t)(2)(i) and (ii)]. (i) The Offeror (itself or through its immediate owner or highest-level owner) [ ] does, [ ] does not publicly disclose greenhouse gas emissions, i.e., makes available on a publicly accessible Web site the results of a greenhouse gas inventory, performed in accordance with an accounting standard with publicly available and consistently applied criteria, such as the Greenhouse Gas Protocol Corporate Standard.

(ii) The Offeror (itself or through its immediate owner or highest-level owner) [ ] does, [ ] does not publicly disclose a quantitative greenhouse gas emissions reduction goal, i.e., make available on a publicly accessible Web site a target to reduce absolute emissions or emissions intensity by a specific quantity or percentage.

(iii) A publicly accessible Web site includes the Offeror's own Web site or a recognized, third-party greenhouse gas emissions reporting program.

(3) If the Offeror checked "does" in paragraphs (t)(2)(i) or (t)(2)(ii) of this provision, respectively, the Offeror shall provide the publicly accessible Web site(s) where greenhouse gas emissions and/or reduction goals are reported:\_\_\_\_\_.

(End of Provision)