

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30				1. REQUISITION NO. 558-17-3-044-0154	PAGE 1 OF 35	
2. CONTRACT NO.	3. AWARD/EFFECTIVE DATE	4. ORDER NO.	5. SOLICITATION NUMBER VA246-17-Q-1107	6. SOLICITATION ISSUE DATE 06-16-2017		
7. FOR SOLICITATION INFORMATION CALL:	a. NAME Tiffany Pimble /tiffany.pimble@va.gov	b. TELEPHONE NO. (No Collect Calls) 7572515761	8. OFFER DUE DATE/LOCAL TIME 06-21-2017 11:00am EST			
9. ISSUED BY Department of Veterans Affairs Durham VAMC 508 Fulton St Durham NC 27705		CODE	10. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED OR <input checked="" type="checkbox"/> SET ASIDE: 100 % FOR: <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input checked="" type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM <input type="checkbox"/> EDWOSB <input type="checkbox"/> 8(A)	NAICS: 334516 SIZE STANDARD: 1000 Employees		
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE	12. DISCOUNT TERMS	13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) <input type="checkbox"/>		13b. RATING N/A		
15. DELIVER TO Department of Veterans Affairs Network Contracting Office 6 100 Emancipation Drive Hampton VA 23667		CODE	16. ADMINISTERED BY Department of Veterans Affairs Network Contracting Office 6 100 Emancipation Drive Hampton VA 23667			
17a. CONTRACTOR/OFFEROR	CODE	FACILITY CODE	18a. PAYMENT WILL BE MADE BY Department of Veterans Affairs Financial Services Center PO BOX 149971 Austin TX 78714-9971			
TELEPHONE NO.	DUNS:	DUNS+4:	PHONE: FAX:			
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER		<input type="checkbox"/> 18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM				
19. ITEM NO.	20. See CONTINUATION Page SCHEDULE OF SUPPLIES/SERVICES		21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	The contractor shall provide all items listed on the Price/Cost Schedule to the Durham VAMC. Delivery date will be determined. Contractor must have the ability to delivery items "As Needed". Customer will "call in" request for items. Items will NOT be "dropped shipped". See details in Price/Cost Schedule for additional information. (Use Reverse and/or Attach Additional Sheets as Necessary)					
25. ACCOUNTING AND APPROPRIATION DATA See CONTINUATION Page			26. TOTAL AWARD AMOUNT (For Govt. Use Only)			
<input checked="" type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA			<input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.			
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA			<input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED			
<input type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>1</u> COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED			<input type="checkbox"/> 29. AWARD OF CONTRACT: REF. _____ OFFER DATED _____ YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN IS ACCEPTED AS TO ITEMS:			
30a. SIGNATURE OF OFFEROR/CONTRACTOR			31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)			
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30c. DATE SIGNED	31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT)		31c. DATE SIGNED	

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SECTION B - CONTINUATION OF SF 1449 BLOCKS

B.1 CONTRACT ADMINISTRATION DATA

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

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

a. CONTRACTOR:

b. GOVERNMENT: Contracting Officer 36C246 Tiffany Pimble/tiffany.pimble@va.gov

Department of Veterans Affairs

Durham VAMC

508 Fulton St

Durham NC 27705

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 Post Inspection

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

Department of Veterans Affairs

Financial Services Center

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

ITEM NUMBER	DESCRIPTION OF SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	SPEC CONT 4OZ ST TAMPER 100/CS LOCAL STOCK NUMBER: NDC-P250410	4.00	CS		
0002	SPEC CONT 4OZ NS W/ SCRCAP 500/CS LOCAL STOCK NUMBER: NDC-P250415	6.00	CS		
0003	ALCONOX DETERGENT 4LB LOCAL STOCK NUMBER: ALC-1104	3.00	EA		
0004	MICRO CV GEN CHEM LIN 5X5ML DS LOCAL STOCK NUMBER: AM-K701M-5	3.00	PG		
0005	MICRO CV ISE LIN SET 5X5ML DS LOCAL STOCK NUMBER: AM-K726M-5	3.00	PG		
0006	THERMCO ACC6033, PRECISION RED SHIR LOCAL STOCK NUMBER: AMZ-ACC6033	5.00	EA		
0007	LINEARITY SET, MICRO CV PROCALCITONIN D/S	4.00	EA		

	LOCAL STOCK NUMBER: AUD-K841M-5				
0008	MULTISTIX 10 SG WAIVED 100/BT LOCAL STOCK NUMBER: BAY-2161	12.00	BT	_____	_____
0009	HEMA-TEK STAIN (4405) LOCAL STOCK NUMBER: BAY-10314755	6.00	EA	_____	_____
0010	NSA BL COL SFLK 23X3/4 LR12"50 LOCAL STOCK NUMBER: BD-367283	4.00	BX	_____	_____
0011	VAC TUBE 5ML GLD SST PL 100/BX LOCAL STOCK NUMBER: BD-367986	4.00	BX	_____	_____
0012	NSA NEEDLE 21X1-1/4 ECLIPSE 48 LOCAL STOCK NUMBER: BD-368607	2.00	BX	_____	_____
0013	NSA NEEDLE 22X1-1/4 ECLIPSE 48 LOCAL STOCK NUMBER: BD-368608	2.00	BX	_____	_____
0014	OXIDASE DROPPERS 50/SP LOCAL STOCK NUMBER: BD-261181	3.00	PG	_____	_____
0015	PL EGG YOLK AGAR LOCAL STOCK NUMBER: BD-297873	2.00	PG	_____	_____
0016	CultureSwab Plus Amies Gel with Charcoal. Single Swab. 50,SP LOCAL STOCK NUMBER:	2.00	EA	_____	_____

BDM-220121						
0017	VDRL CONTROL SERUM LOCAL STOCK NUMBER: BDM-235201	3.00	EA	_____	_____	_____
0018	BOTTLE DISPENSING W/CAP 8OZ LOCAL STOCK NUMBER: BELF116370008	2.00	EA	_____	_____	_____
0019	BOTTLE WASH BLEACH 500ML LOCAL STOCK NUMBER: BELF116460627	2.00	EA	_____	_____	_____
0020	BOTTLE WASH DEION WATER 500ML LOCAL STOCK NUMBER: BELF116460631	2.00	EA	_____	_____	_____
0021	RACK 15-16MM TUBE BLUE 72PL LOCAL STOCK NUMBER: BELF187570001	2.00	EA	_____	_____	_____
0022	PIPETTE 5 3/4" 1.5/3.0ML 500/ LOCAL STOCK NUMBER: COP-219C	6.00	BX	_____	_____	_____
0023	MEHTANOL CP ACS 1GL LOCAL STOCK NUMBER: EKI-5865-GL	26.00	EA	_____	_____	_____
0024	COLORPHAST STRIPS PH 4-7 100/ LOCAL STOCK NUMBER: EM-1095420007	5.00	PG	_____	_____	_____
0025	COLORPHAST STRIPS PH 4-7 100/ LOCAL STOCK NUMBER: EM-9582/3	4.00	PG	_____	_____	_____

0026	WRIGHT GIEMSA STAIN FUCILLO 4L LOCAL STOCK NUMBER: EM-64571-85	6.00	EA	_____	_____
0027	1.5ML MIRCOCENTRIFUGE TUBE W/O CAP, PP LOCAL STOCK NUMBER: EVG-2143711080	6.00	CS	_____	_____
0028	MAILING VIAL 5ML PE 1M LOCAL STOCK NUMBER: EVG2403005070	3.00	CS	_____	_____
0029	SLIDE MAILER 5 SLIDE 100/PK LOCAL STOCK NUMBER: EVG2403074030	3.00	PG	_____	_____
0030	PH PLASTIC STRIP 0.0- 14.0 100/VL LOCAL STOCK NUMBER: FSCH-13640516	15.00	VI	_____	_____
0031	NERL REAGENT GRADE WATER 32OZ X 6 LOCAL STOCK NUMBER: FSH-23-249-580	12.00	CS	_____	_____
0032	PH FIX 7.5-9.5 LOCAL STOCK NUMBER: FSH-92160	5.00	EA	_____	_____
0033	VDRL CARDIO ANTIGEN LOCAL STOCK NUMBER: FSH-B40765	4.00	BX	_____	_____
0034	PH STRIPS 4.0-7.0 LOCAL STOCK NUMBER: FSH-M1095420001	12.00	EA	_____	_____
0035	SHURView Lens Cleaner, Spray Bottle, 1oz./ea, 5ea/cs LOCAL STOCK NUMBER:	2.00	CS	_____	_____

GDH-SV-LC						
0036	BIBULOUS PAPER 50/PK LOCAL STOCK NUMBER: GF-95-3718	2.00	PG	_____	_____	_____
0037	LENS PAPER, 4" X 6", 50/BOOK, 12 BK/PK" LOCAL STOCK NUMBER: GF-3719	4.00	PG	_____	_____	_____
0038	TUBE 12X75 STYRENE 1M LOCAL STOCK NUMBER: GLO-110410	4.00	BX	_____	_____	_____
0039	SAMPLE CUP 2ML M/PK LOCAL STOCK NUMBER: GLO-110621	2.00	PG	_____	_____	_____
0040	SAMPLE CUP, TOSOH AIA600II M/PK LOCAL STOCK NUMBER: GLO-110913	2.00	PG	_____	_____	_____
0041	CAP F/12X75 TT SNAP PRESS M/PK LOCAL STOCK NUMBER: GLO-118120	40.00	PG	_____	_____	_____
0042	PIPETTE 10ML SERO NS 250/ LOCAL STOCK NUMBER: GLO-1775	3.00	CS	_____	_____	_____
0043	COMBIPETTE SYRINGE 5.0ML 100/ LOCAL STOCK NUMBER: GLO-3904	3.00	CS	_____	_____	_____
0044	CENT TUBE 15ML W/CAP PS 500/ LOCAL STOCK NUMBER: GLO-6277	3.00	PG	_____	_____	_____

0045	Cap, Snap, 13mm, PE, for Vacuum and Test Tubes, Red LOCAL STOCK NUMBER: GLO-113140R	4.00	CS	_____	_____
0046	Microscopic Slides, Glass, 25x75mm, 90 Degree Ground Edges, White Frosted, 72/Box, 20 Boxes/Case (10 Gross) LOCAL STOCK NUMBER: GLO-1304W	10.00	CS	_____	_____
0047	SLIDES DIAMOND + CHARGE LOCAL STOCK NUMBER: GLO-1358W	1.00	CS	_____	_____
0048	Transfer pipet, 3.0mL, Small Bulb, Graduated to 1ml, 140mm, STERILE, Individually wrapped, Cellophane Wrap, 100/Pack, 4 Packs/Unit LOCAL STOCK NUMBER: GLO-137135	2.00	CS	_____	_____
0049	Pipette Tip, 1 - 200 uL, Natural, for use with MLA, 200/Rack, 5 Racks/Stack unit LOCAL STOCK NUMBER: GLO-151140R	2.00	CS	_____	_____
0050	Pipette Tip, 100-1000uL, Universal, Blue, Racked, 200/Rack, 5 Racks/Stack LOCAL STOCK NUMBER: GLO-151146R	2.00	CS	_____	_____
0051	VAC TUBE 4ML LAV EDTA/K3 50/BX LOCAL STOCK NUMBER: GM-454021	2.00	BX	_____	_____

0052	VAC TUBE 8ML GEL 16X100 50/BX LOCAL STOCK NUMBER: GM-455071	2.00	BX	_____	_____
0053	VAC TUBE 9ML RED 16X100 50/BX LOCAL STOCK NUMBER: GM-455092	2.00	BX	_____	_____
0054	456088 6ML GRLH# LOCAL STOCK NUMBER: GM-456088	2.00	BX	_____	_____
0055	OXIDASE DROPPER,7ML,HDX LOCAL STOCK NUMBER: HD-Z119	3.00	EA	_____	_____
0056	COAGULASE CRYO, FROZEN RABBIT LOCAL STOCK NUMBER: HDZ202	3.00	PG	_____	_____
0057	ALOE GUARD GALLONS, 4/CS LOCAL STOCK NUMBER: HL-7740	5.00	EA	_____	_____
0058	HS Parafilm Dispenser-ABS Plastic, Blue LOCAL STOCK NUMBER: HTHR-HS234525B	6.00	EA	_____	_____
0059	Parafilm 100mmx38m-4" LOCAL STOCK NUMBER: HTHR-HS234526B	6.00	EA	_____	_____
0060	CRYPTO ANTIGEN LATRL FLOW 50/PK LOCAL STOCK NUMBER: IMMY-CR2003	2.00	PG	_____	_____
0061	KIMWIPES EX-L (4"X 8") 280/BX LOCAL STOCK NUMBER:	8.00	BX	_____	_____

KC-34155-BOX						
0062	METHYLENE BLUE NEW 250ML LOCAL STOCK NUMBER: MCK-7443-250ML	1.00	EA	_____	_____	_____
0063	PIPET TIPS,0-200uL LOCAL STOCK NUMBER: MCK-P5048-11	4.00	BG	_____	_____	_____
0064	NIST & FACTORY CERTIFIED GLASS THER LOCAL STOCK NUMBER: MDL-TPNACC6033FC	1.00	EA	_____	_____	_____
0065	PIPETTE W/ EJECTOR 10uL LOCAL STOCK NUMBER: MLA-1051C	1.00	EA	_____	_____	_____
0066	TIPS TRAY 10-200uL M/PK LOCAL STOCK NUMBER: MLA-9025	11.00	PG	_____	_____	_____
0067	TIP MLA STERILE 201- 1000uL I.W. 200/PK (1250uL CAPACITY) LOCAL STOCK NUMBER: MLA-2026	6.00	PG	_____	_____	_____
0068	TIP MLA MACRO GRADUATED 1-5ML 100/PK LOCAL STOCK NUMBER: MLA-9048	6.00	PG	_____	_____	_____
0069	CLOROX BLEACH 182OZ LOCAL STOCK NUMBER: MSC-CLOROX	2.00	EA	_____	_____	_____
0070	SPEC BAG ZIPLOCK 6"X 9" M/ LOCAL STOCK NUMBER:	2.00	CS	_____	_____	_____

NDC-41001					
0071	COVER GLASS, 22MMX22MM, THICKNES S NO. 1 (0.13 TO 0.17 MM), 1 OZ/CTN, 10CTN/BX LOCAL STOCK NUMBER: NDC-P460122	3.00	BX	_____	_____
0072	ULTRA PURE RGT GRD WATER 6X1PT LOCAL STOCK NUMBER: NER-0015	2.00	EA	_____	_____
0073	PARAFILM 4"X125'/RL LOCAL STOCK NUMBER: PEC-PM996	3.00	RO	_____	_____
0074	MINI MAILER W/COLD PACK 24/CS LOCAL STOCK NUMBER: PFP-443	2.00	CS	_____	_____
0075	569 SPEC COLL 4OZ ST 100/ LOCAL STOCK NUMBER: PSS-258244	2.00	CS	_____	_____
0076	PUMPMATIC 5ML STERILE 100/CS LOCAL STOCK NUMBER: PUM-105	1.00	CS	_____	_____
0077	PUMPMATIC 10ML STERILE 100/CS LOCAL STOCK NUMBER: PUM-110	1.00	CS	_____	_____
0078	URINE CONTROL (DROPPER) 4X25ML LOCAL STOCK NUMBER: QTM-1440-02	2.00	EA	_____	_____

0079	455092 9ML RED TUBE LOCAL STOCK NUMBER: SA-84311-GM	2.00	BX	_____	_____
0080	455071 8ML GEL TUBE LOCAL STOCK NUMBER: SA-84318-GM	2.00	BX	_____	_____
0081	TEMP-CHEX (REF) ENVIRO SAFE LOCAL STOCK NUMBER: STK-240052	1.00	EA	_____	_____
0082	RAL IMMERSION OIL 10X10ML LOCAL STOCK NUMBER: STK-240387	2.00	PG	_____	_____
0083	CVA F/XC16-XC18 (4LV) 12X3ML DS LOCAL STOCK NUMBER: STK-291709	1.00	EA	_____	_____
0084	CELL-CHEX 4X2.0ML L1- UC, L2 LOCAL STOCK NUMBER: STK-212420	10.00	KT	_____	_____
0085	SPERM CHEX POST VC 2X300UL LOCAL STOCK NUMBER: STK-230200	10.00	BX	_____	_____
0086	TEMP-CHEX RED SPIRIT INCUBATOR W/WC LOCAL STOCK NUMBER: STK-240049	4.00	EA	_____	_____
0087	INCU-BLOCK THERM NM SC 25/57C LOCAL STOCK NUMBER: THC-ACC715SC	3.00	EA	_____	_____
0088	SIGMA Hyaluronidase from Bovine LOCAL STOCK NUMBER:	3.00	EA	_____	_____

THO-C945X89						
0089	BIOHAZARD LABEL 3"X 2" 500/RL LOCAL STOCK NUMBER: TME-BH-405	2.00	RO	_____	_____	_____
0090	NERL REAGENT GRADE H2O, 6 PER CASE LOCAL STOCK NUMBER: VWR-72060-096	3.00	CS	_____	_____	_____
0091	TRACEABLE ULTRA POCKET THERMOMETER LOCAL STOCK NUMBER: VWR-89049-600	6.00	EA	_____	_____	_____
0092	BASKIT INDIV. SPILL KIT 6/BX LOCAL STOCK NUMBER: KEN-H2500	3.00	BX	_____	_____	_____
0093	Evergreen LOCAL STOCK NUMBER: EVG-222803201R	10.00	CS	_____	_____	_____
0094	Corn Meal Agar w/ Polysorbate LOCAL STOCK NUMBER: 221854	12.00	PG	_____	_____	_____
0095	CitraStat Spray Grapefruit LOCAL STOCK NUMBER: 7179	1.00	CS	_____	_____	_____
0096	Fisherbrand Sparkleen 1 Detergent LOCAL STOCK NUMBER: FL-70	10.00	EA	_____	_____	_____
0097	Streck Temp-Check Thermometer-refrigerator LOCAL STOCK NUMBER:	6.00	BX	_____	_____	_____

	240043				
0098	Streck Temp-Check Thermometer-incubator LOCAL STOCK NUMBER: 240049	6.00	BX	_____	_____
0099	Streck Temp-Check Thermometer-ultra low LOCAL STOCK NUMBER: 240047	6.00	BX	_____	_____
0100	Streck Temp-Check Thermometer-freezer LOCAL STOCK NUMBER: 240046	6.00	BX	_____	_____
0101	Eppendorf Plus Pipetter 10uL-Gray LOCAL STOCK NUMBER: 13-690-026	1.00	EA	_____	_____
0102	Eppendorf Plus Pipetter 200uL LOCAL STOCK NUMBER: 13-690-030	1.00	EA	_____	_____
0103	Eppendorf Plus Pipetter 1000uL LOCAL STOCK NUMBER: 13-690-032	1.00	EA	_____	_____
0104	Indole Reagent BD DMACA LOCAL STOCK NUMBER: BD261187	2.00	BX	_____	_____
0105	Evergreen Polystyrene Microplate, 96-well LOCAL STOCK NUMBER: 05-551-6	1.00	CS	_____	_____
0106	FL 70 Detergent LOCAL STOCK NUMBER:	1.00	EA	_____	_____

SF-105-4					
0107	Humidity Temperature Meters LOCAL STOCK NUMBER: 11-661-13	6.00	EA	_____	_____
0108	PolyScience Algicide/Alaecide LOCAL STOCK NUMBER: SK-08796-00	1.00	EA	_____	_____
				GRAND TOTAL	_____

B.3 DELIVERY SCHEDULE

ITEM NUMBER		QUANTITY	DELIVERY DATE
0001-0108	SHIP TO: Dept of Veterans Affairs Durham VAMC 508 Fulton St Durham, NC 27705 USA	4.00	TBD
	*Items will NOT be “dropped shipped”		

B.4 LIMITATIONS ON SUBCONTRACTING-- MONITORING AND COMPLIANCE (JUN 2011)

This solicitation includes VAAR 852.219-11 VA Notice of Total Veteran-Owned Small Business Set-Aside. Accordingly, any contract resulting from this solicitation will include this clause. The contractor is advised in performing contract administration functions, the CO may use the services of a support contractor(s) retained by VA to assist in assessing the contractor's compliance with the limitations on subcontracting or percentage of work performance requirements specified in the clause. To that end, the support contractor(s) may require access to contractor's offices where the contractor's business records or other proprietary data are retained and to review such business records regarding the contractor's compliance with this requirement. All support contractors conducting this review on behalf of VA will be required to sign an “Information Protection and Non-Disclosure and Disclosure of Conflicts of Interest Agreement” to ensure the contractor's business records or other proprietary data reviewed or obtained in the course of assisting the CO in assessing the contractor for compliance are protected to ensure

information or data is not improperly disclosed or other impropriety occurs. Furthermore, if VA determines any services the support contractor(s) will perform in assessing compliance are advisory and assistance services as defined in FAR 2.101, Definitions, the support contractor(s) must also enter into an agreement with the contractor to protect proprietary information as required by FAR 9.505-4, obtaining access to proprietary information, paragraph (b). The contractor is required to cooperate fully and make available any records as may be required to enable the CO to assess the contractor's compliance with the limitations on subcontracting or percentage of work performance requirement.

SECTION C - CONTRACT CLAUSES

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

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

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

<u>FAR Number</u>	<u>Title</u>	<u>Date</u>
52.252-2	CLAUSES INCORPORATED BY REFERENCE	FEB 1998
<u>FAR Number</u>	<u>Title</u>	<u>Date</u>
52.204-18	PROHIBITION ON CONTRACTING WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS (DEVIATION)	FEB 2015
52.212-4	COMMERCIAL AND GOVERNMENT ENTITY CODE MAINTENANCE	JUL 2016
52.212-4	CONTRACT TERMS AND CONDITIONS—COMMERCIAL ITEMS	JAN 2017
52.232-40	PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS	DEC 2013

C.1 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.2 VAAR 852.219-11 VA NOTICE OF TOTAL VETERAN-OWNED SMALL BUSINESS SET-ASIDE (JUL 2016)(DEVIATION)

(a) *Definition.* For the Department of Veterans Affairs, “Veteran-owned small business or VOSB.”—

(1) Means a small business concern—

(i) Not less than 51 percent of which is owned by one or more 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 veterans;

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

(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) “Veteran” is defined in 38 U.S.C. 101(2).

(b) *General.*

(1) Offers are solicited only from verified veteran-owned small business concerns. All service-disabled veteran-owned small businesses are also determined to be veteran-owned small businesses if they meet the criteria identified in paragraph (a)(1) of this section. Offers received from concerns that are not veteran-owned small business concerns shall not be considered.

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

(c) *Agreement.* A 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 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 and/or VOSB as appropriate.

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

(End of Clause)

C.3 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.4 VAAR 852.246-70 GUARANTEE (JAN 2008)

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

(End of Clause)

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

Rejected goods will be held subject to contractor's order for not more than 15 days, after which the rejected merchandise will be returned to the contractor's address at his/her risk and expense. Expenses

incident to the examination and testing of materials or supplies that have been rejected will be charged to the contractor's account.

(End of Clause)

(End of Addendum to 52.212-4)

C.6 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS—COMMERCIAL ITEMS (JAN 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) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (JAN 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(2) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (NOV 2015).

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

(4) 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 (JAN 2017) (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).

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

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

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

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

(35) 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.

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

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

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

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

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

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

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

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

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

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

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

(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 (JAN 2017) (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).

(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) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (JAN 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(iii) 52.219-8, Utilization of Small Business Concerns (NOV 2016) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities.

(iv) 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.

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

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

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

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

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

(x) 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.

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

(xii)(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).

(xiii) 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).

(xiv) 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).

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

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

(xvii) 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)(xvii): 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.

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

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

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

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

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

(xxii) 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.

(xxiii) 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**

SECTION E - SOLICITATION PROVISIONS

E.1 52.212-1 INSTRUCTIONS TO OFFERORS—COMMERCIAL ITEMS (JAN 2017)

(a) *North American Industry Classification System (NAICS) code and small business size standard.* The NAICS code and small business size standard for this acquisition appear in Block 10 of the solicitation cover sheet (SF 1449). However, the small business size standard for a concern which submits an offer in its own name, but which proposes to furnish an item which it did not itself manufacture, is 500 employees.

(b) *Submission of offers.* Submit signed and dated offers to the office specified in this solicitation at or before the exact time specified in this solicitation. Offers may be submitted on the SF 1449, letterhead stationery, or as otherwise specified in the solicitation. As a minimum, offers must show—

- (1) The solicitation number;
- (2) The time specified in the solicitation for receipt of offers;
- (3) The name, address, and telephone number of the offeror;
- (4) A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary;
- (5) Terms of any express warranty;
- (6) Price and any discount terms;
- (7) "Remit to" address, if different than mailing address;
- (8) A completed copy of the representations and certifications at FAR 52.212-3 (see FAR 52.212-3(b) for those representations and certifications that the offeror shall complete electronically);
- (9) Acknowledgment of Solicitation Amendments;
- (10) Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items and other references (including contract numbers, points of contact with telephone numbers and other relevant information); and
- (11) If the offer is not submitted on the SF 1449, include a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. Offers that fail to furnish required representations or information, or reject the terms and conditions of the solicitation may be excluded from consideration.

(c) *Period for acceptance of offers.* The offeror agrees to hold the prices in its offer firm for 30 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.

(d) *Product samples.* When required by the solicitation, product samples shall be submitted at or prior to the time specified for receipt of offers. Unless otherwise specified in this solicitation, these samples shall be submitted at no expense to the Government, and returned at the sender's request and expense, unless they are destroyed during preaward testing.

(e) *Multiple offers.* Offerors are encouraged to submit multiple offers presenting alternative terms and conditions, including alternative line items (provided that the alternative line items are consistent with subpart 4.10 of the Federal Acquisition Regulation), or alternative commercial items for satisfying the requirements of this solicitation. Each offer submitted will be evaluated separately.

(f) Late submissions, modifications, revisions, and withdrawals of offers.

(1) Offerors are responsible for submitting offers, and any modifications, revisions, or withdrawals, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that offers or revisions are due.

(2)(i) Any offer, modification, revision, or withdrawal of an offer received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and—

(A) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of offers; or

(B) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

(C) If this solicitation is a request for proposals, it was the only proposal received.

(ii) However, a late modification of an otherwise successful offer, that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(3) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the offer wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(4) If an emergency or unanticipated event interrupts normal Government processes so that offers cannot be received at the Government office designated for receipt of offers by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(5) Offers may be withdrawn by written notice received at any time before the exact time set for receipt of offers. Oral offers in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for receipt of offers, subject to the conditions specified in the solicitation concerning facsimile

offers. An offer may be withdrawn in person by an offeror or its authorized representative if, before the exact time set for receipt of offers, the identity of the person requesting withdrawal is established and the person signs a receipt for the offer.

(g) *Contract award (not applicable to Invitation for Bids)*. The Government intends to evaluate offers and award a contract without discussions with offerors. Therefore, the offeror's initial offer should contain the offeror's best terms from a price and technical standpoint. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary. The Government may reject any or all offers if such action is in the public interest; accept other than the lowest offer; and waive informalities and minor irregularities in offers received.

(h) *Multiple awards*. The Government may accept any item or group of items of an offer, unless the offeror qualifies the offer by specific limitations. Unless otherwise provided in the Schedule, offers may not be submitted for quantities less than those specified. The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit prices offered, unless the offeror specifies otherwise in the offer.

(i) Availability of requirements documents cited in the solicitation.

(1)(i) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, and copies of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained for a fee by submitting a request to—

GSA Federal Supply Service Specifications Section

Suite 8100 470 East L'Enfant Plaza, SW

Washington, DC 20407

Telephone (202) 619-8925

Facsimile (202) 619-8978.

(ii) If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this solicitation, a single copy of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained free of charge by submitting a request to the addressee in paragraph (i)(1)(i) of this provision. Additional copies will be issued for a fee.

(2) Most unclassified Defense specifications and standards may be downloaded from the following ASSIST websites:

(i) ASSIST (<https://assist.dla.mil/online/start/>);

(ii) Quick Search (<http://quicksearch.dla.mil/>);

(iii) ASSISTdocs.com (<http://assistdocs.com>).

(3) Documents not available from ASSIST may be ordered from the Department of Defense Single Stock Point (DoDSSP) by?

(i) Using the ASSIST Shopping Wizard (<https://assist.dla.mil/wizard/index.cfm>);

(ii) Phoning the DoDSSP Customer Service Desk (215) 697-2179, Mon-Fri, 0730 to 1600 EST; or

(iii) Ordering from DoDSSP, Building 4, Section D, 700 Robbins Avenue, Philadelphia, PA 19111-5094, Telephone (215) 697-2667/2179, Facsimile (215) 697-1462.

(4) Nongovernment (voluntary) standards must be obtained from the organization responsible for their preparation, publication, or maintenance.

(j) *Unique entity identifier.* (Applies to all offers exceeding \$3,500, and offers of \$3,500 or less if the solicitation requires the Contractor to be registered in the System for Award Management (SAM) database.) The Offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation “Unique Entity Identifier” followed by the unique entity identifier that identifies the Offeror’s name and address. The Offeror also shall enter its Electronic Funds Transfer (EFT) indicator, if applicable. The EFT indicator is a four-character suffix to the unique entity identifier. The suffix is assigned at the discretion of the Offeror to establish additional SAM records for identifying alternative EFT accounts (see subpart 32.11) for the same entity. If the Offeror does not have a unique entity identifier, it should contact the entity designated at www.sam.gov for unique entity identifier establishment directly to obtain one. The Offeror should indicate that it is an offeror for a Government contract when contacting the entity designated at www.sam.gov for establishing the unique entity identifier.

(k) *System for Award Management.* Unless exempted by an addendum to this solicitation, by submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the SAM database prior to award, during performance and through final payment of any contract resulting from this solicitation. If the Offeror does not become registered in the SAM database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror. Offerors may obtain information on registration and annual confirmation requirements via the SAM database accessed through <https://www.acquisition.gov>.

(l) *Debriefing.* If a post-award debriefing is given to requesting offerors, the Government shall disclose the following information, if applicable:

(1) The agency's evaluation of the significant weak or deficient factors in the debriefed offeror's offer.

(2) The overall evaluated cost or price and technical rating of the successful and the debriefed offeror and past performance information on the debriefed offeror.

(3) The overall ranking of all offerors, when any ranking was developed by the agency during source selection.

(4) A summary of the rationale for award;

(5) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.

(6) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

(End of Provision)

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

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

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

E.2 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)

<u>FAR Number</u>	<u>Title</u>	<u>Date</u>
52.203-99	PROHIBITION ON CONTRACTING WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS—REPRESENTATION (DEVIATION)	FEB 2015
<u>FAR Number</u>	<u>Title</u>	<u>Date</u>
52.204-16	COMMERCIAL AND GOVERNMENT ENTITY CODE REPORTING	JUL 2016
52.204-17	OWNERSHIP OR CONTROL OF OFFEROR	JUL 2016
52.211-6	BRAND NAME OR EQUAL	AUG 1999

E.3 52.212-2 EVALUATION—COMMERCIAL ITEMS (OCT 2014)**ADDENDUM to FAR 52.212-2, Basis for Award**

This is a competitive selection in which competing offers will be evaluated on the basis of Lowest Price Technically Acceptable.

The evaluation process shall proceed as follows.

1. Offers will be initially reviewed for compliance all terms and conditions required by the solicitation, to include but not limited, any established socio-economic set-asides, the requirements established within the SOW, Salient characteristics, and/or terms and conditions that establish minimum offer submission requirements. Offers received from firms that do not qualify under any established socio-economic set-aside identified in the solicitation, shall be rejected without review

and without notification. Offers that comply with all terms of the solicitation will then move forward to the next step as detailed below. Offers that do not comply with all terms and conditions of this solicitation may be rejected for noncompliance.

2. Next, offers shall be ranked according to price, including option prices if applicable. An offeror's proposed price will be determined by multiplying the quantities identified in the pricing schedule by the proposed unit price for each contract line item to confirm the extended amount for each item. The extended amounts will be added together to determine the total evaluated price.
3. Next, the lowest priced offer shall be evaluated for technical acceptability. Technical acceptability shall be evaluated on a pass/fail basis considering whether the proposed product meets or exceeds the specifications identified in Section B of the delivery schedule.
4. If the lowest priced offer is determined technically acceptable, that offer represents the best value to the government and the evaluation process stops at this point. Award shall be made to that offeror without further consideration of any other offers.
5. If the lowest priced offer is not determined technically acceptable, the next lowest priced offer will be evaluated for technical acceptability and the process will continue in order by price until an offer is judged technically acceptable.

(End of Addendum)

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