

<b>SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, &amp; 30</b>				1. REQUISITION NO.	PAGE 1 OF 56	
2. CONTRACT NO.	3. AWARD/EFFECTIVE DATE	4. ORDER NO.	5. SOLICITATION NUMBER	6. SOLICITATION ISSUE DATE		
			VA262-17-Q-1535	07-28-2017		
7. FOR SOLICITATION INFORMATION CALL:		a. NAME CHAE, WON	b. TELEPHONE NO. (No Collect Calls) 562-766-2315	8. OFFER DUE DATE/LOCAL TIME 08-15-2017 1 PM EST		
9. ISSUED BY Department of Veterans Affairs Network Contracting Office 22 4811 Airport Plaza Drive Suite 600 Long Beach CA 90815		CODE 00262	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"/> WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM NAICS: 335122 <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> EDWOSB SIZE STANDARD: 500 Employees <input checked="" type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> 8(A)			
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE	12. DISCOUNT TERMS NET 30	13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) <input type="checkbox"/>		13b. RATING N/A		
				14. METHOD OF SOLICITATION <input checked="" type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP		
15. DELIVER TO Department of Veterans Affairs VA Loma Linda Healthcare System 11201 Benton Street  Loma Linda CA 92357		CODE	16. ADMINISTERED BY Department of Veterans Affairs Network Contracting Office 22 4811 Airport Plaza Drive Suite 600 Long Beach CA 90815			
			CODE 00262			
17a. CONTRACTOR/OFFEROR	CODE	FACILITY CODE	18a. PAYMENT WILL BE MADE BY			
			Department of Veterans Affairs Financial Services Center P.O. Box 149971  Austin TX 78714-9971  PHONE: FAX:			
TELEPHONE NO. DUNS: DUNS+4:		18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM				
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER						
19. ITEM NO.	20. See CONTINUATION Page SCHEDULE OF SUPPLIES/SERVICES		21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	PLEASE REVIEW THE SCHEDULE BELOW FOR DETAILS.  ALL QUESTIONS MUST BE SUBMITTED BY NO LATER THAN AUGUST 11, 2017 @1:00 PM EST VIA EMAIL TO WON.CHAE@VA.GOV.  ALL QUOTES MUST BE RECEIVED BY AUGUST 15, 2017 @1:00 PM EST VIA EMAIL TO WON.CHAE@VA.GOV.  THIS PROCUREMENT IS FOR A FIRM FIXED PRICE (FFP) REQUEST.  PLEASE REVIEW SITE VISIT INFORMATION, STATEMENT OF WORK AND SALIENT CHARACTERISTICS.  A SITE-VISIT HAS BEEN SCHEDULED FOR TUESDAY, AUGUST 8, 2017 AT 9:00 A.M. PST.  (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 type="checkbox"/> ARE <input checked="" 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 _____ 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 of Standard Form 1449, block 20)

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

a. GOVERNMENT: Won Chae – Contracting Specialist  
 Department of Veterans Affairs  
 VISN 22 - Network Contracting Office (00262)  
 4811 Airport Plaza Drive, Suite 600  
 Long Beach, CA 90815

b. Contractor:

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

52.232-33, Payment by Electronic Funds Transfer—System For Award Management, or

3. INVOICES: Invoices shall be submitted in arrears:

- a. Quarterly
- b. Semi Annually
- c. Other  After receipt and installation.

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

Department of Veterans Affairs  
 Financial Services Center  
 P.O. Box 149971  
 Austin TX 78714-9971  
<http://www.tungsten-network.com/us/en/veteransaffairs>

Monthly invoices shall be submitted to the VA no later than 10 days past the last day of the billing period. Contractor shall submit electronic invoices via Tungsten network or other acceptable system by VA FSC. Invoices submitted to VA FSC other than the electronic, will **NOT** be processed for payment.

Contractor may contact (877) 353-9791 for invoice inquiries. Incomplete and incorrect invoices shall be returned for correction.

ACKNOWLEDGMENT OF modifications: The offeror acknowledges receipt of modifications to the Contract 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>	<p>STRYKER ISUITE BERCHTOLD TELETOM EQUIPMENT MANAGEMENT SYSTEMS INCLUDES: Powered Artic Tower, 6x2, 2 Arm, Comb (TP- 622-C, 1 EA), Electrin Brakes, 4/6 Series Upcharge (RS 0006157, 1 EA), Panel Ass'y., N2 Control Mounting (5000066, 1 EA), Kit, Accessory Extension, Bottom (5000548, 1 EA), TELETOM Installation (CB 2000001, 1 EA), Basket, 10 W X 6 DP X 4 H Fixed (500011450, 1 EA), Kit, Med Rail, 6 Series 2 Sides, LS (5000580, 1 EA), Slide, Vacuum Bottle,W/Snap Action Adpt (500011429, 2 EA).</p> <p>LOCAL STOCK NUMBER: STRYKER ISUITE</p>	1.00	EA		
<b>0002</b>	<p>ISUITE INSTALLATION AND SERVICE (Installation, Teletom TC)</p> <p>LOCAL STOCK NUMBER: RS-0006139</p>	1.00	EA		
<b>0003</b>	<p>STRYKER ISUITE CONNECTED OR iSUITE AV ROUTER</p> <p>LOCAL STOCK NUMBER: 0678-006-000</p>	1.00	EA		

**0004**

1.00 EA

SPI3 ACCESSORIES  
 INCLUDES:  
 UNITERUPTED  
 POWER SUPPLY (0100-  
 224-409, 1 EA),  
 CONNECTED OR  
 OPERATING SYSTEM  
 LICENSE (0240-060-  
 144, 1 EA), PACKAGE,  
 DVI WALL PLATE,  
 COPPER, 75 FEET  
 (0678-001-060, 1 EA),  
 ASSY PLATE 1GANG  
 HD15/SVID/BNC (0100-  
 224-177, 1 EA),  
 CEILING MOUNT  
 PLATE PLASMA (  
 0100-224-158, 2 EA),  
 PKG, LCD MONITOR  
 55" (0678-001-223, 1  
 EA), ASSY PLATE 1  
 GANG 1.5 HOLE (0100-  
 224-181, 2 EA),  
 PACKAGE, SPI3, PTZ  
 CAMERA SYSTEM,  
 HIGH DEFINITION  
 (0678-001-017, 2 EA),  
 CABLE,MOLDED,FLAT  
 PANEL ARM (0100-222-  
 251, 1 EA), CABLE  
 ASSY, RUGGED FIBER  
 OPTIC DVI (0100-224-  
 468, 2 EA), STRYKER  
 FLAT PANEL CABLE  
 KIT (0680-000-171, 1  
 EA), STRYKER FLAT  
 PANEL CABLE KIT  
 (0680-000-171, 1 EA),  
 STRYKER FLAT  
 PANEL CABLE KIT  
 (0680-000-171, 1 EA),  
 ASSY, SINGLE GANG  
 DVI PLATE (0678-000-  
 978, 2 EA), CABLE  
 ASSY, RUGGED FIBER  
 OPTIC DVI (0100-224-  
 468, 1 EA),  
 EQUIPMENT BOOM  
 CABLE KIT (0680-000-  
 100, 1 EA)

LOCAL STOCK

	NUMBER: SPI3 ACCESSORIES				
<b>0005</b>	DOC STATION LOCAL STOCK INCLUDES: TWO-BAY DOC STATION: BASE CABINETS W/ STD UPPER CABINETS (0678-003-043, 1 EA), DOC STATION:FULL HEIGHT LAMINA (P24945, 2 EA), DOC STATION: 61.5" LAMINATE COUNTER TOP W/ 2 GROMMETS (P24939, 1 EA).  NUMBER: DOC STATION	1.00	EA	_____	_____
<b>0006</b>	ISUITE INSTALLATION INSTALLATION ORIS INFINITY/IBC  LOCAL STOCK NUMBER: 888-8888-201	1.00	EA	_____	_____
<b>0007</b>	SERVICE AND INSTALL INCLUDES: MANUAL PRE INSTALL ICTS (1004- 400-059, 1 EA), VISUM LIGHT PRE-INSTALL MANUAL (1001-400- 008, 1 EA), ICTS ENGINEERING SERVICES (888-8888- 900, 1 EA), INSTALLATION-BASE INSTALLATION CHARGE (888-8888- 401, 1 EA).  LOCAL STOCK NUMBER: SERVICE \T\ INSTALL	1.00	EA	_____	_____
<b>0008</b>	PROCARE SERVICE INCLUDES:	1.00	EA	_____	_____

BNL TWO YEAR  
 PROCARE PLATINUM  
 SERVICE - NEW  
 EQUIPMENT (8888-888-  
 626SC, 6 EA), ORIS -  
 TWO YEAR PROCARE  
 PREVENT- NEW (8888-  
 888-621-SC, 1 YR).

LOCAL STOCK  
 NUMBER: PROCARE  
 SERVICE

0009	<p>STRYKER ISUITE          STRYKER VISUM LED          LIGHT INCLUDES:          PKG, ACCESSORY          BOX L1 AND L2 W/          CAM (0682-001-585, 1          EA), PKG ACCESSORY          BOX L3 (0682-001-587,          1 EA), HI-DEF          CAMERA DECODER          ASSEMBLY (P22059, 1          EA), CABLE ASSY DVI          M TO DVI M 15 FT          (0100-224-637, 1 EA),          CABLE,S-VIDEO,F TO          DUAL BNC-M (0100-          222-252, 1 EA), CABLE,          6 FT. HOSPITAL          GRADE POWER CORD          (0682-001-305, 1 EA),          COMMON MOUNTING          PLATE SINGLE,          HEAVY DUTY, ENG          (P29282, 1 EA),          HARDWARE KIT,          BOOM OR SUSP, ENG          (0682-001-551, 1 EA),          PKG, EDS LIGHT SUSP,          CEILING COVER, 80          MM (0682-001-603, 1          EA), PACKAGE EDS          LIGHT SUSPENSION          CENTRAL AXIS 5P          (0682-001-267, 1 EA),          PACKAGE, VISUM          LED 2 SURGICAL          LIGHT (0682-001-252, 1          EA), PKG, EDS LIGHT          SUSP, CEILING DROP</p>	1.00 EA	
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TUBE, 200 MM (0682-001-574B, 1 EA),  
 COMMON MOUNTING  
 PLATE SINGLE,  
 HEAVY DUTY, ENG  
 (P29282, 1 EA),  
 HARDWARE KIT,  
 BOOM OR SUSP, ENG  
 (0682-001-551, 1 EA),  
 PKG, EDS LIGHT SUSP,  
 CEILING COVER, 80  
 MM (0682-001-603, 1  
 EA), PACKAGE EDS  
 LIGHT SUSPENSION  
 CENTRAL AXIS 5P/FP  
 (0682-001-269, 1 EA),  
 PACKAGE, VISUM  
 LED 2 SURGICAL  
 LIGHT (0682-001-252, 1  
 EA), PKG, EDS LIGHT  
 SUSP, CEILING DROP  
 TUBE, 200 MM (0682-  
 001-574B, 1 EA),  
 COMMON MOUNTING  
 PLATE SINGLE,  
 HEAVY DUTY, ENG  
 (P29282, 1 EA), PKG,  
 EDS LIGHT SUSP,  
 CEILING COVER, 80  
 MM (0682-001-603, 1  
 EA), PACKAGE EDS  
 LIGHT SUSPENSION  
 CENTRAL AXIS 9P/FP  
 (0682-001-567, 1 EA),  
 PACKAGE, VISUM  
 LED 2 SURGICAL  
 LIGHT, CAMERA  
 READY (0682-001-253,  
 1 EA), PKG, EDS LIGHT  
 SUSP, CEILING DROP  
 TUBE, 200 MM (0682-  
 001-574B, 1 EA).

LOCAL STOCK  
 NUMBER: STRYKER  
 VISUM LED LIGHT

<b>0010</b>	VISUM LED HD CAMERA INCLUDES: ASSY, HD CAMERA (P22338, 1 EA), IN- LIGHT CAMERA	1.00 EA	_____
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	<p>PREPARATION (0682-000-165, 1 EA).</p> <p>LOCAL STOCK NUMBER: VISUM LED HD CAMERA</p>				
<b>0011</b>	<p>STRYKER FLAT PANEL ARM (MONITOR NOT INCLUDED) INCLUDES: COMMON MOUNTING PLATE SINGLE, HEAVY DUTY, ENG (P29282, 1 EA), HARDWARE KIT, BOOM OR SUSP, ENG (0682-001-551, 1 EA), SUSPENSION, SINGLE UNIVERSAL FLAT PANEL, 9 FEET CEILING (0682-000-850, 1 EA).</p> <p>LOCAL STOCK NUMBER: STRYKER FLAT PANEL ARM</p>	1.00	EA	_____	_____
<b>0012</b>	<p>ISUITE INSTALLTION INSTALLATION BNL- LIGHT , FLAT PANEL SUSPENSION</p> <p>LOCAL STOCK NUMBER: 888-8888-323</p>	4.00	EA	_____	_____
<b>0013</b>	<p>UNIVERSAL YOKE UPGRADE INCLUDES: UNIVERSAL YOKE RETROFIT KIT (0682- 400-060, 2 EA), UFPY 32" UPGRADE (P32425, 1 EA), INSTALLATION BNL CEILING MOUNT (888-8888-301, 2 EA), INSTALLATION BNL CEILING MOUNT (888- 8888-301, 1 EA).</p> <p>LOCAL STOCK NUMBER: UNIVERSAL</p>	1.00	EA	_____	_____

YOKE UPGRADE					
<b>0014</b>	ADDITIONAL PARTS BELDON 9451,BLACK,REV  LOCAL STOCK NUMBER: 0100-222-370	300.00	FT	_____	_____
<b>0015</b>	ENDOSCOPY VIDEO ACCESSORIES INCLUDES: 1588 AIM Camera Control Unit (CCU) (1588-010-000, 1 EA), L10 LED Light Source with AIM (0220-220-300, 1 EA), SDC3 BASE W/ VOICE CONTROL DEVICE CONTROL DICOM AND SDP1000 PRINTER KIT (0240- 060-925, 1 EA), 1588 Aim Camera and coupler (1588-210-122, 4 EA), PNEUMO SURE XL KIT FOR HOUSE GAS CONNECTION (0620- 040-652, 1 EA), PKG, CAMERA STERILIZATION TRAY (0233-410-002, 4 EA), 5.0MM X 10FT CLEAR CASE FIBEROPTIC LIGHT CABLE (0233- 050-064, 4 EA), PKG, 32" 4K SURGICAL DISPLAY (0240-031- 050, 3 EA), IDEAL EYES PRECISION 5MM 0° AUTOCLAVABLE LAPAROSCOPE 30CM (0502-503-010, 4 EA), IDEAL EYES PRECISION 5MM 30° AUTOCLAVABLE LAPAROSCOPE 30CM (0502-503-030, 4 EA), IDEAL EYES PRECISION 5MM 0° AUTOCLAVABLE LAPAROSCOPE 30CM (0502-503-010, 4 EA),	1.00	EA	_____	_____

	<p>IDEAL EYES  PRECISION 5MM 30°  AUTOCLAVABLE  LAPAROSCOPE 30CM  (0502-503-030, 4 EA),  LAPAROSCOPE  STERILIZATION TRAY  (HOLDS 2  LAPAROSCOPES)  (0233-032-108, 8 EA).</p> <p>LOCAL STOCK  NUMBER:  ENDOSCOPY VIDEO  ACCESS</p>				
<b>0016</b>	<p>STRYKER ISUITE-  EXAM LIGHT  BERCHTOLDr F-  GENERATION  SURGICAL LIGHT</p> <p>LOCAL STOCK  NUMBER: FS 5000</p>	16.00	EA		
<b>0017</b>	<p>BERCHTOLD  TELETOMr Equipment  Management Systems  INCLUDES:  Top Tandem TP-432-  TC/TC TC  Preparation/Bottom  Tandem 4 Series Powered  (TP-432-TC, 16 EA),  Electrin Brakes, 4/6  Series Upcharge (RS  0006157, 16 EA), Kit,  Accessory Extension,  Bottom (5000548, 16  EA), Kit, Med Rail, 4  Series 1 Side, LS  (5000572, 16 EA), Kit,  Med Rail, 4 Series 4  Sides, LS (5000569, 16  EA), BASKET, UTILITY  (500011449, 16 EA),  Slide, Vacuum  Bottle,W/Snap Action  Adpt (500011429, 16  EA), Holder, Welch Allen  767 Ophthalmoscope  (500011477, 16 EA),  Holder, 36in Single Pole,</p>	1.00	EA		

W/20in IV Pole  
 (500011513, 16 EA),  
 Mount, C-Frame Drawer  
 (5001464, 16 EA), Drop  
 Tube Accessory  
 Mounting Kit Consist of:  
 5001699 Plate 2 ea  
 (5001701, 16 EA), Kit,  
 Channel, GCX Style,  
 W/Stop 7in CIM  
 (5001719, 16 EA),  
 Bottom Tandem TP-422-  
 BC/TC F300/Monitor (as  
 configured) (TP-422-BC,  
 16 EA), Electrín Brakes,  
 4/6 Series Upcharge (RS  
 0006157, 16 EA),  
 Spreader Tube Assembly,  
 138.50mm (5001105, 16  
 EA), Kit, Accessory  
 Extension, Bottom  
 (5000548, 16 EA), Kit,  
 Med Rail, 4 Series 1 Side,  
 LS (5000572, 16 EA),  
 Kit, Med Rail, 4 Series 4  
 Sides, LS (5000569, 16  
 EA), Drop Tube  
 Accessory Mounting Kit  
 Consist of: 5001699 Plate  
 2 ea (5001701, 16 EA),  
 Kit, Channel, GCX Style,  
 W/Stop 7in CIM  
 (5001719, 16 EA), Slide,  
 Vacuum Bottle, W/Snap  
 Action Adpt (500011429,  
 16 EA).

LOCAL STOCK  
 NUMBER:  
 EQUIPMENT  
 MANAGEMENT

<b>0018</b>	ADDITIONAL NON- CONFIGURED ITEMS INCLUDES: Block, Dbl O2, 1/8" NPT Front DISS Side (500011354, 16 EA), Block, DBL Air, DISS Front, DISS Side (500011370, 16 EA), Drawer, C-Frame 6" Depth, Keypad Lock	1.00	EA	
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	<p>(5002034, 16 EA),                  Holder, Exergen                  Thermometer (5002104,                  16 EA), Arm, Art. VESA                  Chan. 12" Ext. 800N,                  CIM (5001652, 16 EA),                  MOUNT,36" DUAL                  RAIL SWIVEL                  INFUSION PU                  (500011504, 16 EA),                  Arm,Art,Chn                  Philips,IntelDW12"9-                  14kg,CIM (5001640, 16                  EA).</p> <p>LOCAL STOCK                  NUMBER: NON-                  CONFIGURED</p>				
<b>0019</b>	<p>ISUITE INSTALLTION                  AND SERVICE                  INCLUDES: Installation,                  Teletom TC (RS                  0006139, 16 EA),                  Installation, Teletom TC                  (RS 0006139, 16 EA).</p> <p>LOCAL STOCK                  NUMBER: ISUITE                  INSTALL</p>	1.00	EA	_____	_____
<b>0020</b>	<p>ISUITE INSTALLTION                  AND SERVICE, OR                  RENOVATION                  SERVICES</p> <p>LOCAL STOCK                  NUMBER: 8888-888-                  720-16</p>	1.00	EA	_____	_____
<b>0021</b>	<p>STRYKER ISUITE-                  EXAM LIGHT                  BERCHTOLDr F-                  GENERATION                  SURGICAL LIGHT</p> <p>LOCAL STOCK                  NUMBER: FS 5000</p>	14.00	EA	_____	_____
<b>0022</b>	<p>BERCHTOLDr                  TELETOMr Equipment</p>	1.00	EA	_____	_____

Management Systems  
 INCLUDES:  
 Top Tandem TP-432-  
 TC/TC TC  
 Preparation/Bottom  
 Tandem 4 Series Powered  
 (TP-432-TC, 14 EA),  
 Electrin Brakes, 4/6  
 Series Upcharge (RS  
 0006157, 16 EA), Kit,  
 Accessory Extension,  
 Bottom (5000548, 14  
 EA), Kit, Med Rail, 4  
 Series 1 Side, LS  
 (5000572, 14 EA), Kit,  
 Med Rail, 4 Series 4  
 Sides, LS (5000569, 14  
 EA), BASKET, UTILITY  
 (500011449, 14 EA),  
 Slide, Vacuum  
 Bottle,W/Snap Action  
 Adpt (500011429, 14  
 EA), Holder, Welch Allen  
 767 Ophthalmoscope  
 (500011477, 14 EA),  
 Holder, 36in Single Pole,  
 W/20in IV Pole  
 (500011513, 14 EA),  
 Mount, C-Frame Drawer  
 (5001464, 14 EA), Drop  
 Tube Accessory  
 Mounting Kit Consist of:  
 5001699 Plate 2 ea  
 (5001701, 14 EA), Kit,  
 Channel, GCX Style,  
 W/Stop 7in CIM  
 (5001719, 14 EA),  
 Bottom Tandem TP-422-  
 BC/TC F300/Monitor (as  
 configured) (TP-422-BC,  
 14 EA), Electrin Brakes,  
 4/6 Series Upcharge (RS  
 0006157, 14 EA),  
 Spreader Tube Assembly,  
 138.50mm (5001105, 14  
 EA), Kit, Accessory  
 Extension, Bottom  
 (5000548, 14 EA), Kit,  
 Med Rail, 4 Series 1 Side,  
 LS (5000572, 14 EA),  
 Kit, Med Rail, 4 Series 4  
 Sides, LS (5000569, 14  
 EA), Drop Tube

	<p>Accessory Mounting Kit                  Consist of: 5001699 Plate                  2 ea (5001701, 14 EA),                  Kit, Channel, GCX Style,                  W/Stop 7in CIM                  (5001719, 14 EA), Slide,                  Vacuum Bottle,W/Snap                  Action Adpt (500011429,                  14 EA).</p>			
<p><b>0023</b></p>	<p>ADDITIONAL NON-                  CONFIGURED ITEMS                  INCLUDES:                  Block, Dbl O2, 1/8" NPT                  Front DISS Side                  (500011354, 14 EA),                  Block, DBL Air, DISS                  Front, DISS Side                  (500011370, 14 EA),                  Drawer, C-Frame 6"                  Depth, Keypad Lock                  (5002034, 14 EA),                  Holder, Exergen                  Thermometer (5002104,                  16 EA), Arm, Art. VESA                  Chan. 12" Ext. 800N,                  CIM (5001652, 14 EA),                  MOUNT,36" DUAL                  RAIL SWIVEL                  INFUSION PU                  (500011504, 14 EA),                  Arm,Art,Chn                  Philips,IntelDW12"9-                  14kg,CIM (5001640, 14                  EA).</p> <p>LOCAL STOCK                  NUMBER: ADD NON-                  CONFIGURED</p>	<p>1.00 EA</p>	<p>_____</p>	<p>_____</p>
<p><b>0024</b></p>	<p>ISUITE INSTALLTION                  AND SERVICE                  INCLUDES: Installation,                  Teletom TC (RS                  0006139, 14 EA),                  Installation, Teletom TC                  (RS 0006139, 14 EA).</p>	<p>1.00 EA</p>	<p>_____</p>	<p>_____</p>

	LOCAL STOCK NUMBER: INSTALL \T\ SERVICE			
<b>0025</b>	ISUITE INSTALLTION AND SERVICE, OR INSTALLATION SERVICES	1.00	EA	
	LOCAL STOCK NUMBER: 8888-888- 720-14			
				<b>GRAND TOTAL</b>

### B.3 SITE VISIT

A SITE-VISIT HAS BEEN SCHEDULED FOR **TUESDAY, AUGUST 8, 2017 AT 9:00 A.M. PST.** PLEASE MEET AT THE ENTRANCE OF THE MAIN VA LOMA LINDA MEDICAL CENTER BUILDING. THE POINT OF CONTACT WILL BE CONTRACT SPECIALIST, WON CHAE. INDIVIDUALS PLANNING TO ATTEND MUST PROVIDE A STATE ISSUED I.D. FOR IDENTIFICATION AT SITE VISIT. PLEASE EMAIL TO WON.CHAE@VA.GOV WITH THE NAMES OF THE INDIVIDUALS WHO WILL BE IN ATTENDANCE NO LATER THAN COB **FRIDAY, AUGUST 4, 2017.**

### B.4 STATEMENT OF WORK (SOW)

#### A. GENERAL INFORMATION

1. **Scope of Work:** The contractor shall provide all resources necessary to accomplish the deliverables described in this statement of work (SOW), except as may otherwise be specified. Contractor shall provide and install infrastructure for an equipment management system for all gases, electrical, and video integration with the imaging system meeting, minimum specifications contained herein for 30 ICU rooms and one OR. The equipment management systems (boom) should consist of 2 booms with one boom including an Exam Light on separate arms.

Work shall meet all applicable codes and regulations, drawings, and is subject to the terms and conditions of the contract. The drawings based on a Stryker system base of design. Any substitution must include an impact analysis addressing additional design and construction costs to the facility as well as delay costs to the current projects. All additional costs will be borne by the vendor.

2. **Background:** Veterans Affairs Medical Center will be constructing an Integrated ICU and separate OR at the Veterans Affairs Medical Center, Loma Linda CA. Currently construction the projected completion date of the September 2017 (OR), November 2017 (ICU Phase I) and January 2018 (ICU Phase II).
3. **Performance Period:** The contractor shall complete the work required under this SOW based on the phasing timeline of construction unless otherwise directed by the

Contracting Officer (CO). If the contractor proposes an earlier completion date, and the Government accepts the contractor's proposal, the contractor's proposed completion date shall prevail. Work at the Government site shall not take place on Federal holidays or weekends unless directed by the CO.

4. Type of Contract: Firm-Fixed-Price

**B. CONTRACT AWARD MEETING**

The contractor shall not commence performance on the tasks in this SOW until the CO has conducted a kick off meeting, or has advised the contractor that a kick off meeting is waived.

**C. GENERAL REQUIREMENTS**

For every task, the contractor shall identify in writing all necessary subtasks (if any), associated costs by task, and along with associated sub-milestone dates. The contractor's subtask structure shall be reflected in the technical proposal and detailed work plan.

All written deliverables shall be phrased in layperson language. Statistical and other technical terminology shall not be used without providing a glossary of terms.

Where a written milestone deliverable is required in draft form, the VA will complete their review of the draft deliverable within 30 calendar days from the date of receipt. The contractor shall have 45 calendar days to deliver the final deliverable from date of receipt of the Government's comments.

**D. SPECIFIC MANDATORY TASKS AND ASSOCIATED DELIVERABLES**

**E. Project Management**

- Coordination with all departments, personnel, and vendor.
- Provide complete schedule.
- Schedule all deliveries.
- All trades to be paid prevailing wages.
  1. Existing conditions to be completed by general contractor.
- All required med gas lines are to be brought to within 1 feet of mount.
- All electrical requirements brought to J-Box within 1 foot of center of mount.
- Tandem plate installed to existing deck reinforced by steel.
- General Contractor responsible for all med gas testing and verification.
- Data cabling pulled to mount location with 50 foot coil ready for floor penetration and to be pulled into Arms. Cabling company to make final terminations post install of the equipment Booms
- Extend med gas to mount location and install all required supplied risers. (Pre equipment delivery)
- Core cut two 5" holes matching tandem plate through existing deck.
- Make all final med gas connections from booms to risers.
- Make all final electrical connections.
- Data cabling – Pull cable through subfloor and into booms(Does Not include terminating cables)
- Fire caulk all cores post equipment installation and utilities final hook up to maintain required fire barrier ratings.
- Work to be completed in two phases.

1. Med gas work and coring in phase 1.
2. All final connections and fire caulking in phase 2

- **EXCLUSIONS-** The following items will not be required to be completed under this contract:
  1. Furnish and install equipment.
  2. Fire suppression.
  3. Drywall patch and paint
  4. Special Inspections and Testing.
  5. Med gas testing and inspections.
  6. Isolation panel upgrades/changes/certifications.
  7. Electrical work not outlined above.
  8. All Design work.
  9. Permits.
  10. Provide waste dumpster.
  11. Asbestos abatement and detection.

- F. Description of Tasks and Associated Deliverables:** The contractor shall provide the specific deliverables described below within the performance period stated in Section A.4 of this SOW.

**Task One:** The contractor shall provide a detailed work plan and briefing for the VA project team, which presents the contractor's plan for completing the task order. The contractor's plan shall be responsive with this SOW and describe, in further detail, the approach to be used for each aspect of the task order as defined in the technical proposal.

**Deliverable One:** A detailed work plan and briefing.

**Task Two:** Install Boom within specified locations per detailed work plan agreed upon in Task One. Installation shall occur with minimal disruption to patient care and treatment within the lab. Contractor shall follow all applicable rules and regulations applicable to the installation at the VAMC Loma Linda.

The equipment management systems are to be installed in six procedure rooms in the new GI laboratory located on the first floor of the Loma Linda VAMC.

**Deliverable Two:** Verification of proper and functional installation of surgical lights/anesthesia columns/integration in specified location.

**Task Three:** Provide clinical staff in-service training at the end of product installation at a mutually agreeable time prior to facility opening. Preferred hours of installation are between 7:00 a.m. and 5:00 p.m., Monday through Friday.

**Deliverable Three:** Verification of training for clinical users as specified in agreement.

**Task Four:** Provide in-service to the biomedical personnel at the end of product installation at a mutually agreeable time prior to facility opening. Preferred hours of installation are between 7:00 a.m. and 5:00 p.m., Monday through Friday.

**Deliverable Four:** Completion of training for Biomedical Equipment Support Specialists.

**Task Five:** Provide full service literature, preferably in electronic format, including as-built drawings and installation data to VAMC Loma Linda Biomedical Engineering

**Deliverable Five:** Verification of receipt of full service literature, preferably in electronic format, including as-built drawings and installation data.

## **G. CONTRACTOR EXPERIENCE REQUIREMENTS**

The government will determine on a Standard Reference (SR) basis what positions are considered key personnel. The contractor shall identify, by name, the key management and technical personnel who will work under this task order at the time the work is being negotiated.

**If a key person becomes unavailable to complete the SR, the proposed Substitutions of key personnel shall be made only as approved directed by the Contracting Officer and the COR.** The government will not dictate specific experience and education requirements of the employees initially proposed to perform the work stated herein. **The contractor shall submit a resume of qualifications for the COR and all other direct employees proposed for the project. All Contractor employees will be approved by the COR prior to bringing on duty.** If, at any time from date of award to the end of the contract, non-key personnel Contractor personnel are no longer available, HES/HIS 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 Task Learning Objectives (TLO). Team personnel proposed by the contractor should possess some of the following knowledge and/or skills:

**The contractor must notify VHA in advance and we will approve or reject proposed contractor key personnel for the performance of this contract. The contractor shall submit a resume of qualifications to the COR for key personnel and all other direct employees proposed for the project. All Contractor employees will be approved by the COR prior to bringing on duty. If, at any time from date of award to the end of the contract, Contractor personnel are no longer available, the VHA will approve the qualifications of proposed replacement personnel and will reject individuals who do not meet qualifications set forth herein. The contractor must inform the VHA COR, and Project Manager/Task Manager when personnel are removed from the contract for any reason.** The Contractor shall remove any employee from the performance of this contract within five (5) workdays of receiving notice from the Contracting Officer that the employee's performance is unsatisfactory. All Contractor employees are subject to immediate removal from performance of this contract when they are involved in a violation of the law, VA security, confidentiality requirements and/or other disciplinary reasons.

- The contractor must inform the VHA COR, and Project Manager when personnel are removed from the contract for any reason.
- If a key person becomes unavailable to complete the SR, proposed Substitutions of key personnel shall be made only if approved by the COR and Project Manager.
- The contractor shall submit a resume of qualifications to the COR for all direct employees proposed for the project. All Contractor employees will be approved by the COR prior to bringing on duty.

## B.5 SALIENT CHARACTERISTICS

### **Boom System 1 for Operation Room (OR)**

- Must have an electric brake system with no air or N2O needed
- Must have a built-in emergency shut off button on the service head
- Must have KEZR and KEXS isolated power
- Must have a triple redundant ground system
- Must have non-tandem configuration (3 arms), boom arm, light arm and flat panel arm originate from single point
- Must have modular gas/data outlets that can be re-located on the boom and in the field
- Must have expandable gas and data capabilities which additional gas/data can be added to installed boom in the field
- Must have an in-field capability to adjust shelf height
- Size of service head must be no wider than 18.01 inches and no deeper than 15.12 inches
- Must have 1-3 service head options
- Must be mounted to a Stryker single common plate

### **Boom System 2 for 28 ICU rooms**

- Must have an electric brake system with no air or N2O needed
- Must have a built-in emergency shut off button on the service head
- Must have KEZR and KEXS isolated power
- Must have a triple redundant ground system
- Must have non-tandem configuration (3 arms), boom arm, light arm and flat panel arm originate from single point
- Must have modular gas/data outlets that can be re-located on the boom and in the field
- Must have expandable gas and data capabilities which additional gas/data can be added to installed boom in the field
- Must have an in-field capability to adjust shelf height
- Size of service head must be no wider than 13.04 inches and no deeper than 13.04 inches
- Mounting plate head assembly must be no deeper than 8" to accommodate patient lift clearance
- Must have 1-4 service head options
- Must be mounted to a Stryker single common plate

### **Surgical LED Lights for OR**

- Must be LED lights
- Must be compatible with Stryker SIDNE voice activated device control currently in use
- Must provide a cool light emission
- Must provide a luminous flux density (LUX) rating of 160,000 allowed under FDA regulations
- Must provide an adjustable field diameter that ranges from 7 to over 12 inches
- Must provide a depth of field that measures up to 43 inches
- Must have a reflector shield design providing a 39 degree continuous column of light
- Must have light heads made of aluminum ally
- Must provide pure white light with a color rendering index (Ra) value of >90 and an R9 value of 85 plus or minus 10%
- Must have lens covers made with a safety glass that will not yellow with age
- Must be UL certified and FDA approved
- Must use 126 watts maximum
- Must have light lens covers with a safety glass that will not yellow with age
- All critical components must be housed in a centrally located power supply box but neither inside the light nor above the ceiling to ensure easiest access in proposed solution

- Must be compatible with Stryker Visum Handle Camera currently in use

### **Exam Lights for 28 ICU rooms**

- Light head diameter must be 30-35 CM
- Must have 7 LEDs
- Must have a minimum illumination level of 55,000 lux
- Power consumption must be <30 watts
- Must have a minimum color rendering index (Ra) of 96
- Field size diameter must be 16 cm minimum
- Depth of field must be 130 cm minimum
- Rotation must be 270 degrees
- Must mount to ceiling mounted with booms
- Must have 5 levels of intensity control

### **In-Light Camera for OR**

- Must be capable of complete platform integration meeting the requirement of a unified solution with voice activated device control, integration router and remote diagnostic support
- Must be capable of providing a minimum of 32X zoom

### **OR Video and Surgical Devices Management System for OR**

- Must have a medical grade router with a Class II Medical Device approval
- Must have a FDA 510K clearance
- Must have a one touch button option to turn the system on and off
- Must have a surgical checklist (time-out) integration
- Must have a complete information management system interface to be controlled from the touch panel
- Must provide a High Definition (HD) and Digital Video Interface (DVI) preview
- All video signals displayed on monitors can be in DVI format
- Must have backup video signals in VGA and in S- Video
- Must have a quad view allowing no more than four video signals to be displayed on one monitor simultaneously
- Must have Picture- in- Picture (PIP) and Picture- by- Picture (PBP).
- Must provide a configurable card matrix open- architecture framework
- Must provide touch panel video/data routing
- Must have a second touch panel allowing control in a separate location
- Must be able to route any image to any monitor with the touch of a button
- Must provide a single Keyboard/Video/Mouse (KVM) solution for up to three (3) PCs (Nurses PC, PACS PC, etc.)
- Must be able to connect to multiple room speakers
- Must have software controlled smart fans
- Must provide a 16:9 aspect ratio
- Must provide presets to configure for surgeons or cases
- 1080p resolution (up to 1200p) or 1920×1200 resolution at native resolution with no scaling required
- Must be card based system
- Must be compatible with composite (Fluoro), S- Video (Microscope), RGBHV (Hemo, PACS),

3G- SDI (Competitor Devices, DaVinci), DVI (Stryker Video, DaVinci)

**Endoscopic Camera for OR**

- Must have a high Definition video with 1920x1080p native resolution
- Must have a CMOS 3-Chip camera technology
- Must have an Integrated device control from the camera head
- Must have programmable buttons
- Must have four Camera Head Configurations (Standard (45 degree), Inline, Urology, Integrated)
- Must have an integrated dynamic range enhancement
- Must have an integrated desaturation capabilities
- Must be able to control of ICG viewing from the camera head buttons including backlighting and ICG laser adjustments
- Must have programmable color settings and button function settings per surgical specialty
- Must have a 18mm stainless steel coupler with single-handed focusing design
- Must have multiple advanced imaging modalities
- Must have an image brightness, high noise immunity, and clarity
- Must have 9 Surgical Specialties - optimized performance to address the specific color and lighting needs of individual surgical procedures.
- Must have an array of camera head options specific to the needs of varying surgical specialties.
- Must have an activation of the L9000 LED Light Source.
- Must be infravision compatibility
- Must have pneumatic image stability and control
- Must have an intuitive capacitive touch screen LCD interface for ease of operation
- Must have 9 cross-specialty settings for optimal color resolution and brightness

**Endoscopic Camera for OR**

- Must have 26” – 32” Display with LED Back Light
- Must have 16:9 aspect ratio
- Must have a minimum 1920 x 1080 native resolution
- Must have 9 preset specialty settings
- Must have On-screen user interface with shortcut keys
- Must have Integrated protective screen layer with 3H hardness
- Must have Double-sided anti-reflective coating
- Must have Built-in handles to aid in monitor
- Must have Inputs: DVI, VGA, HD/SD-SDI, C-Video, S-Video, Component
- Must have Picture in Picture, Picture by Picture, & Picture on Picture

## SECTION C - CONTRACT CLAUSES

### C.1 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.2 VAAR 852.203-70 COMMERCIAL ADVERTISING (JAN 2008)**

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

(End of Clause)

## **C.3 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)

## **C.4 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)

### **C.5 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/>

<b><u>FAR</u></b> <b><u>Number</u></b>	<b><u>Title</u></b>	<b><u>Date</u></b>
52.232-40	PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS	DEC 2013
852.211-70	SERVICE DATA MANUAL	NOV 1984

(End of Clause)

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

## **SECTION E - SOLICITATION PROVISIONS**

### **E.1 LIMITATIONS ON SUBCONTRACTING-- MONITORING AND COMPLIANCE (JUN 2011)**

This solicitation includes . 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.

### **E.2 SUBCONTRACTING COMMITMENTS--MONITORING AND COMPLIANCE (JUN 2011)**

This solicitation includes VAAR 852.215-70, Service-Disabled Veteran-Owned and Veteran-Owned Small Business Evaluation Factors, and VAAR 852.215-71, Evaluation Factor Commitments. Accordingly, any contract resulting from this solicitation will include these clauses. The contractor is advised in performing contract administration functions, the CO may use the services of a support contractor(s) to assist in assessing contractor compliance with the subcontracting commitments incorporated into the contract. To that end, the support contractor(s) may require access to the contractor's business records or other proprietary data to review such business records regarding contract 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 compliance with the subcontracting commitments.

### **E.3 VAAR 852.211-73 BRAND NAME OR EQUAL (JAN 2008)**

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

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

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

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

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

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

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

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

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

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

The clause entitled "Brand name or equal" applies only to the following line items:

**Please see B.2 PRICE/COST SCHEDULE for item information!  
The manufacturer is Stryker.**

(End of Clause)

#### **E.4 52.211-6 BRAND NAME OR EQUAL (AUG 1999)**

(a) If an item in this solicitation is identified as "brand name or equal," the purchase description reflects the characteristics and level of quality that will satisfy the Government's needs. The salient physical, functional, or performance characteristics that "equal" products must meet are specified in the solicitation.

(b) To be considered for award, offers of "equal" products, including "equal" products of the brand name manufacturer, must—

(1) Meet the salient physical, functional, or performance characteristic specified in this solicitation;

(2) Clearly identify the item by—

(i) Brand name, if any; and

(ii) Make or model number;

(3) Include descriptive literature such as illustrations, drawings, or a clear reference to previously furnished descriptive data or information available to the Contracting Officer; and

(4) Clearly describe any modifications the offeror plans to make in a product to make it conform to the solicitation requirements. Mark any descriptive material to clearly show the modifications.

(c) The Contracting Officer will evaluate "equal" products on the basis of information furnished by the offeror or identified in the offer and reasonably available to the Contracting Officer. The Contracting Officer is not responsible for locating or obtaining any information not identified in the offer.

(d) Unless the offeror clearly indicates in its offer that the product being offered is an "equal" product, the offeror shall provide the brand name product referenced in the solicitation.

(End of Provision)

#### **E.5 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.6 52.212-2 EVALUATION—COMMERCIAL ITEMS (OCT 2014)**

(a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors shall be used to evaluate offers:

### **Lowest price technically acceptable.**

**Technical acceptability shall be established by review of each submitted quoted by the designated technical evaluator/s and verification that any equal to items meet the salient characteristics included in this solicitation. Submissions to this solicitation must show clear, compelling and convincing evidence that all equal to items meet all the salient characteristics.**

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

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

(End of Provision)

## **E.7 52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS—COMMERCIAL ITEMS (JAN 2017)**

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 (u) 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
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_____	_____
_____	_____
_____	_____

[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:\_\_\_\_\_.

(u)(1) In accordance with section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions), Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with an entity that requires employees or subcontractors of such entity seeking to report waste, fraud, 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.

(2) The prohibition in paragraph (u)(1) of this provision does not contravene requirements applicable to Standard Form 312 (Classified Information Nondisclosure Agreement), Form 4414 (Sensitive Compartmented Information Nondisclosure Agreement), or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

(3) Representation. By submission of its offer, the Offeror represents that it will not require its employees or subcontractors to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting waste, fraud, or abuse related to the performance of a Government contract to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information (e.g., agency Office of the Inspector General).

(End of Provision)