PAGE 1 OF

1. REQUISITION NO.

2. CONTRACT NO.

3. AWARD/EFFECTIVE DATE

4. ORDER NO.

5. SOLICITATION NUMBER

6. SOLICITATION ISSUE DATE

a. NAME

b. TELEPHONE NO. (No Collect Calls)

8. OFFER DUE DATE/LOCAL

TIME

9. ISSUED BY

CODE

10. THIS ACQUISITION IS

 UNRESTRICTED OR

SET ASIDE:

% FOR:

SMALL BUSINESS

HUBZONE SMALL

BUSINESS

SERVICE-DISABLED

VETERAN-OWNED

SMALL BUSINESS

WOMEN-OWNED SMALL BUSINESS

(WOSB) ELIGIBLE UNDER THE WOMEN-OWNED

SMALL BUSINESS PROGRAM

EDWOSB

8(A)

NAICS:

SIZE STANDARD:

11. DELIVERY FOR FOB DESTINA-

TION UNLESS BLOCK IS

MARKED

SEE SCHEDULE

12. DISCOUNT TERMS

 13a. THIS CONTRACT IS A

RATED ORDER UNDER

DPAS (15 CFR 700)

13b. RATING

14. METHOD OF SOLICITATION

RFQ

IFB

RFP

15. DELIVER TO

CODE

16. ADMINISTERED BY

CODE

17a. CONTRACTOR/OFFEROR

CODE

FACILITY CODE

18a. PAYMENT WILL BE MADE BY

CODE

TELEPHONE NO.

DUNS:

DUNS+4:

PHONE:

FAX:

17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER

18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED

SEE ADDENDUM

19.

20.

21.

22.

23.

24.

ITEM NO.

SCHEDULE OF SUPPLIES/SERVICES

QUANTITY

UNIT

UNIT PRICE

AMOUNT

(Use Reverse and/or Attach Additional Sheets as Necessary)

25. ACCOUNTING AND APPROPRIATION DATA

26. TOTAL AWARD AMOUNT (For Govt. Use Only)

27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA

ARE

ARE NOT ATTACHED.

27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA

ARE

ARE NOT ATTACHED

28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

29. AWARD OF CONTRACT: REF. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ OFFER

COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND

DATED \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. YOUR OFFER ON SOLICITATION

DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY

(BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE

ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED

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

AUTHORIZED FOR LOCAL REPRODUCTION

(REV. 2/2012)

PREVIOUS EDITION IS NOT USABLE

Prescribed by GSA - FAR (48 CFR) 53.212

7. FOR SOLICITATION

INFORMATION CALL:

STANDARD FORM 1449

**OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30**

**SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS**

43

640-18-1-5051-0012

VA261-17-Q-1111

09-18-2017

Trong Nguyen

702-791-9000 x18936

09-25-2017

3:00 PST

36C261

Department of Veterans Affairs

Network Contracting Office 21

VA Southern Nevada Healthcare System

6900 N. Pecos Road, Building 6

North Las Vegas NV 89086

x

100

X

Y

811219

$20.5 Million

X

N/A

X

36C261

36C261

Department of Veterans Affairs

Network Contracting Office 21

Southern Nevada Healthcare System

6900 N. Pecos Road, Building 6

North Las Vegas NV 89086

Department of Veterans Affairs

Financial Services Center

P.O. Box 149971

Austin TX 78714-9971

See CONTINUATION Page

Inspection, maintenance, and testing for Fume Hoods,

Biological Safety Cabinet, Laminar Flow Hoods, and

pharmaceutical clean rooms at Palo Alto VA

100% Small Business Set-Aside

Any changes to the solicitation or statement of work or

terms and conditions of the solicitation will only be made

by an amendment to the solicitation issued by the Government

if applicable.

See CONTINUATION Page

640-3680162-5051-855100-2543 0100C1A92

x

X

X

1

Mark Mikus

Contracting Officer

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# SECTION B - CONTINUATION OF SF 1449 BLOCKS

## B.1 CONTRACT ADMINISTRATION DATA

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

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

a. CONTRACTOR’S NAME/ADDRESS/CITY-STATE-ZIP (please print or type):

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Point of Contact/Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Telephone Number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Fax Number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Email: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

DUNS Number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Federal Taxpayer Identification Number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Contractor’s Past Performance Point of Contact (CPARS)

Name & Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Email: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 b. GOVERNMENT*:*

Trong Nguyen, Contract Specialist

Mark Mikus, Contracting Officer

Department of Veterans Affairs

NCO 21

6900 N Pecos Rd

North Las Vegas, NV 89086

Phone: (702) 791-9000 x18936

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

 52.232-34 -- Payment by Electronic Funds Transfer--Other Than System for Award Management.

 3. INVOICES: Invoices shall be submitted in arrears in accordance with:

1. **852.232-72 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS (NOV 2012)**

 b. Monthly in arrears.

 4. GOVERNMENT INVOICE ADDRESS: All invoices from the contractor shall be **submitted electronically** in accordance with 852.232-72 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS (NOV 2012)

**FACSIMILE, E-MAIL, AND SCANNED DOCUMENTS ARE NOT ACCEPTABLE FORMS OF SUBMISSION FOR PAYMENT REQUESTS.**

VA’s Electronic Invoice Presentment and Payment System – The FSC uses a third-party contractor, Tungsten Network e-Invoice, to transition vendors from paper to electronic invoice submission. Please go to this website: <http://ob10.com/us/en/veterans-affairs-us/> to begin submitting electronic invoices, free of charge.

**For assistance setting up e-Invoice, the below information is provided:**

\* Tungsten Network e-Invoice Setup Information: 1-877-489-6135
\* Tungsten Network e-Invoice email: VA.Registration@ob10.com <[http://VA.Registration@ob10.com/](http://ob10.com/)>
\* FSC e-Invoice Contact Information: 1-877-353-9791
\* FSC e-invoice email: vafsccshd@va.gov <<http://va.gov/>>

**INVOICES:**

Payments shall be made monthly in arrears upon receipt of a properly prepared invoice.

In order to comply with the Improper Payment Elimination and Recovery Act of 2010 (IPERA), the VA has mandated electronic invoice submission to the Veterans Affairs Financial Services Center (VAFSC). VAFSC has partnered with Tungsten Network e-Invoicing network, for submissions of all electronic invoices to VA.  Tungsten Network electronic invoicing is free to all VA vendors.  In order to submit electronic invoices, all VA vendors must register with Tungsten Network by submitting an email to VA.Registration@ob10.com or calling 1-877-752-0900 option 2 for Enrollment.

 Contractor shall submit an electronic invoice by the tenth (10th) of the following month services were performed to the Veterans Affairs Financial Services Center (VAFSC) e-Invoice through the website at <https://portal.ob10.com/Login.aspx>.  For questions regarding the submission of VA electronic invoices, Tungsten Network customer service may be contacted at 1-877-489-6135.

All invoices shall reference the vendor name and address, customer name, contract number, appropriate obligation/funding order number, description of services provided, quantity, unit price, and total invoice amount (any additional info).  Invoices shall also include any payment discount terms.

For questions regarding invoice receipt or payment, please call VAFSC directly at 1-877-353-9791 or email vafsccshd@va.gov

**OFFERORS MUST COMPLETE AND RETURN ALL INFORMATION DESIGNATED HEREIN PRIOR TO THE TIME SPECIFIED IN BLOCK 8 OF SF 1449 IN ORDER TO BE CONSIDERED FOR AWARD.**

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

 AMENDMENT NO DATE

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Offers may be submitted electronically to the following email address: **trong.nguyen@va.gov**. However, a signed, dated and scanned 1449 must be included along with all other information requested herein by the due date and time. CAUTION - LATE Submissions, Modifications, and Withdrawals: See provision 52.212-1. All offers are subject to all terms and conditions of this solicitation.

**TYPE OF CONTRACT:**

VA anticipates award of a negotiated Firm Fixed Price contract based on the contents of this solicitation. This contract is subject to availability of VA funds. The successful contractor shall be responsible for requirements in accordance with the terms, conditions, provision and specifications of this contract for the period specified in the schedule.

**SPECIAL NOTE:**

In order to maintain integrity of this solicitation and subsequent award date, all offerors are advised that any questions must be submitted in written form via email to trong.nguyen@va.gov and shall be received no later than 3 days before Offerors’ Due Date.

Quotes will be considered only from offerors who are regularly established in the business called for, who are financially responsible, and able to show evidence of their reliability, ability, experience, facilities and personnel directly employed by them to render prompt and satisfactory service.

**CONTRACT ADMINISTRATION:**

The contracting officer is the only person authorized to approve changes or modify any of the requirements under this contract. The contractor shall communicate with the contracting officer on all matters pertaining to contract administration. Only the contracting officer is authorized to make commitment or issue changes that will affect price, quantity or quality of performance under this contract. In the even the contractor effects any such change at the direction of any person other than the contracting officer, the change shall be considered to have been made without authority and no adjustment will be made in contract price to cover any increase in cost incurred thereof.

**SECURITY & PRIVACY CONTROL:**

The Authorization & Accreditation (A&A) requirements of VHA Handbook 6500.6 do not apply to this requirement, therefore, a Security Accreditation Package is not required.

If there are any questions related to privacy, please have a member of your staff contact the VA Privacy Service at (202) 461-6309.  If there are any questions related to the information security, \please have a member of your staff contact the Office of Cyber Security at (304) 262-7733.

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

## B.2 CONTRACT PRICE SCHEDULE

|  |
| --- |
| **BASE PERIOD:**  October 01, 2017 through September 30, 2018 |
|  |
| **Item No.** | **Description** | **Qty** | **Unit** | **Unit Price** | **Total Amount** |
|  |
| **0001** | **Annual Maintenance, repair, inspection, and certifications for Fume Hoods and Biological Safety Cabinets per Statement of Work (SOW)** | **12** | **Month** | **$** | **$** |
|  |

|  |
| --- |
| **First Option Year:**  October 01, 2018 through September 30, 2019 |
|  |
| **Item No.** | **Description** | **Qty** | **Unit** | **Unit Price** | **Extended Amount** |
|  |
| **1001** | **Annual Maintenance, repair, inspection, and certifications for Fume Hoods and Biological Safety Cabinets per Statement of Work (SOW)** | **12** | **Month** | **$** | **$** |
|  |

|  |
| --- |
| **Second Option Year:**  October 01, 2019 through September 30, 2020 |
|  |
| **Item No.** | **Description** | **Qty** | **Unit** | **Unit Price** | **Extended Amount** |
|  |
| **2001** | **Annual Maintenance, repair, inspection, and certifications for Fume Hoods and Biological Safety Cabinets per Statement of Work (SOW)** | **12** | **Month** | **$** | **$** |
|  |
| **Third Option Year:**  October 01, 2020 through September 30, 2021 |
|  |
| **Item No.** | **Description** | **Qty** | **Unit** | **Unit Price** | **Extended Amount** |
|  |
| **3001** | **Annual Maintenance, repair, inspection, and certifications for Fume Hoods and Biological Safety Cabinets per Statement of Work (SOW)** | **12** | **Month** | **$** | **$** |
|  |

|  |
| --- |
| **Fourth Option Year:**  October 01, 2021 through September 01, 2022 |
|  |
| **Item No.** | **Description** | **Qty** | **Unit** | **Unit Price** | **Extended Amount** |
|  |
| **4001** | **Annual Maintenance, repair, inspection, and certifications for Fume Hoods and Biological Safety Cabinets per Statement of Work (SOW)** | **12** | **Month** | **$** | **$** |
|  |

**Summary:**

|  |  |
| --- | --- |
| **Period of Performance** |  |
| **Base Year –**October 01, 2017-September 30, 2018 | **$** |
| **First Option Year-**October 01, 2018-September 30, 2019 | **$** |
| **Second Option Year-**October 01, 2019-September 30, 2020 | **$** |
| **Third Option Year-**October 01, 2020-September 30, 2021 | **$** |
| **Fourth Option Year-**October 01, 2021-September 30, 2022 | **$** |
| **Total (base and all option years)** | **$** |

## B.3 Performance Work Statement

**Inspection, Testing, Maintenance and Repairs of Fume and Bio Safety Hoods**

**VA Palo alto Health Care System**

1. **General Information**
	1. General: This is a non-personal services contract to provide inspection, maintenance, and testing for Fume Hoods, Biological Safety Cabinet, Laminar Flow Hoods, and pharmaceutical clean rooms per USP, Chapter 797, National Institute of Health specifications, and the National Sanitation Foundation No. 49. Certifications are to be performed in annually. Services will be provided to Palo Alto, Menlo Park, Livermore Divisions and San Jose Clinic.
	2. Period of Performance. Period of performance shall be base year plus four option years. This Performance Work Statement (PWS) includes the provision of quotation for base year and four option years that may be exercised at the discretion of the Government.
		1. CLIN Base Year 0001: October 1, 2017 to September 30, 2018
		2. CLIN Base Year 0002: October 1, 2018 to September 30, 2019
		3. CLIN Base Year 0003: October 1, 2019 to September 30, 2020
		4. CLIN Base Year 0004: October 1, 2020 to September 30, 2021
		5. CLIN Base Year 0005: October 1, 2021 to September 30, 2022
	3. Place of Performance: Services are required at the following locations. All work must be coordinated with the COR.
		1. Palo Alto Division: 3801 Miranda Avenue, Palo Alto, CA 94304
		2. Menlo Park Division: 795 Willow Road, Menlo Park, CA 94025
		3. Livermore Division: 4951 Arroyo Road, Livermore, CA 94550
		4. San Jose Clinic: 80 Great Oaks Blvd, San Jose, CA 95119
	4. Hours of Operation: All inspections, maintenance, testing, and repairs shall be performed during business hours of 8:00 AM to 4:30 PM, Monday through Friday, except Federal Holidays and any other day specifically declared by the President of the United States to be a national holiday. Contractor may work outside normal business hours by arrangement with the COR if such service are provided without additional charge to the government.
	5. Observed Federal Holidays:
		1. January 1 New Year’s Day
		2. Third Monday in January Martin Luther King Jr’s Birthday
		3. Third Monday in February President’s Day
		4. Last Monday in May Memorial Day
		5. July 4th Independence Day
		6. First Monday in September Labor Day
		7. Second Monday in October Columbus Day
		8. November 11 Veteran’s Day
		9. Fourth Thursday in November Thanksgiving Day
		10. December 25 Christmas Day
	6. Type of Contract: The government will award a Firm Fixed Price contract.
	7. Invoicing: All invoices from the contractor shall be submitted electronically in accordance with VAAR Clause 852.232-72 Electronic Submission of Payment Requests.

VA’s Electronic Invoice Presentment and Payment System – The FSC uses a third-party contractor, Tungsten, to transition vendors from paper to electronic invoice submission. Please go to this website: <http://www.tungsten-network.com/US/en/veterans-affairs/> to begin submitting electronic invoices, free of charge.

More information on the VA Financial Services Center is available at <http://www.fsc.va.gov/einvoice.asp>.

Vendor e-Invoice Set-Up Information:

Please contact Tungsten at the phone number or email address listed below to begin submitting your electronic invoices to the VA Financial Services Center for payment processing, free of charge. If you have question about the e-invoicing program or Tungsten, please contact the FSC at the phone number or email address listed below:

* Tungsten e-Invoice Setup Information: 1-877-489-6135
* Tungsten e-Invoice email: VA.Registration@Tungsten-Network.com
* FSC e-Invoice Contact Information: 1-877-353-9791
* FSC e-invoice email: vafsccshd@va.gov
	1. Payments: Government only pays for services rendered. Government will not pay on any uncompleted or undelivered work services, or goods.
1. **Definitions & Acronyms**
	1. Definitions
		1. *Contractor*. A supplier or vendor awarded a contract to provide specific supplies or service to the government. The term used in this contract refers to the prime.
		2. *Subcontractor*. One that enters into a contract with a prime contractor. The Government does not have privity of contract with the subcontractor.
		3. *Work Day*. The number of hours per day the Contractor provides services in accordance with the contract.
		4. *Work Week.* Monday through Friday, unless specified otherwise.
	2. Acronyms:
		1. COR Contracting Officer Representative
		2. NFPA National Fire Protection Association
		3. OEM Original Equipment Manufacturer
		4. OSHA Occupational Safety and Health Administration
		5. POC Point of Contact
		6. PM Preventative Maintenance
		7. PMI Preventative Maintenance Inspection
		8. PWS Performance Work Statement
		9. VA Veterans Affairs
		10. VAPAHCS Veterans Affairs Palo Alto Health Care System
2. **Government Furnished Property, Equipment, and Services**
	1. This PWS does not have any government furnish equipment. Contractor shall not use any government own equipment, material, supplies, or tools. Contractor shall furnish all requirements. The government reserves the option to terminate the contract in the event that contractor uses government equipment or supplies without written approval from the Contracting Officer and Contracting Officer Representative (COR).
3. **Contractor Furnished Items and Services**
	1. The Contractor shall provide all equipment, supplies, management, personnel, toll fees, and transportation necessary to assure that all services are in accordance with the contract and all applicable laws and regulations. The contractor shall ensure all work meets performance standards specified in this (PWS) and referenced documents to include all notes, explanatory material, and appendixes.
	2. The Contractor shall provide one designated point of contract (POC) to COR.
	3. The contract shall have an inventory of parts and supplies in quantities sufficient to effectively service this PWS. The contractor shall have an internal inventory system and delivery system for the parts and supplies. The inventory and delivery system must be sufficient to service this PWS.
	4. Contractors Qualifications:
		1. Contractor shall have technical training, track records of working experience in maintenance, inspection, testing and repairing of fume, bio safety cabinets, and pharmacy clean rooms. Experience shall be within healthcare, industrial, research, educational and commercial facilities for a minimum of five (5) years.
		2. Contractor shall possess certificates on equipment which work will be performed.
		3. Contractor’s technicians and subcontractors shall possess certificates on equipment which work will be performed. Certificates and documents shall be presented with submission package. VA reserves the right to request proof of appropriate training and experience from vendor/contractor personnel for servicing the equipment on the schedule for the duration of the contract. Contractor shall provide certificates and documents within two day of request.
		4. The servicing technician shall be NSF certified for each specific model listed. Servicing technicians must also have the applicable manufacturer’s diagnostic software to diagnose problems.
		5. Contractor’s project manager or superintended shall possess a 30 hour OSHA card.
		6. Contractor’s technician shall possess a 10 OSHA hour card.
		7. Contractor shall have safety training – either on-the-job or class-room type in electrical safety outlined in the OSHA 29 Code of Federal Regulations (CFR) 1910 Subpart S – Electrical and Electrical and NFPA 70E – Standard for Electrical Safety in the Workplace. Training certifications shall be submitted to the VA Contracting Officer prior to work. VA reserves the right to request proof of appropriate training and experience from vendor/contractor personnel for servicing the equipment on the schedule for the duration of the contract.
		8. All work shall be performed by competent personnel, experienced and qualified to work on the specific equipment listed on Schedule A. Contractor shall provide certification as required by The Joint Commission that all personnel authorized to maintain the equipment specified by the contract are competent and able to perform all duties listed under the terms of the contract.
4. **Specific Tasks**
	1. Inspection, Testing, Maintenance and Repairs:
		1. The Contractor shall provide all equipment, supplies, management, personnel, toll fee, and transportation necessary to assure that all services are in accordance with the contract and all applicable laws and regulations. Contractor shall ensure all work meets performance standards specified in the PWS and reference document to include all notes, explanatory materials, and appendixes.
		2. Certification/testing services will be provided as per schedule A. Provide inspection, maintenance, and certification/testing to fume hoods, biological safety cabinets, laminar flow hoods, and pharmaceutical clean rooms per USP, Chapter 797. Annual certification on hoods shall be conducted on or before the date of last annual inspection. Unless a particular month is specified in the contract, the Contractor shall notify the COR within thirty (15) days of acceptance of the contract of the month(s) during which the preventive maintenance inspection are to be performed. The contractor is responsible for scheduling all certification/testing visits prior to the end of the month in which they are due. Any deviation from this schedule must be approved in advance by the COR.
		3. The planned preventive maintenance inspection, certification/testing, and services shall verify that the system or device function completely as specified by manufacturer. All chemical cleaning, mechanical and electrical adjustments, cleaning of interior and exterior, mechanical alignments filter changes, NSF and USP797 certification testing and decontamination shall be fully completed and documented during a preventive maintenance inspection and service. All minor repairs and adjustments shall be made at the time of inspection.
		4. Contractor provide an inventory list on Microsoft excel and shall submit a schedule of certification/testing to include at a minimum as follows:
			1. Building
			2. Room
			3. Serial number of equipment
			4. Company ID if any
			5. Manufacture
			6. Model
			7. Class
			8. Type
			9. Last Tested
			10. Retest date
			11. Classification Hood (Fume/Bio/Animal/Laminar/Clean Room)
			12. Certification Number
		5. Contractor shall contact COR prior to any service performed. Service tickets and lab results will be signed and filed in compliance office, engineering department. **Failure to provide signed service ticket and provided a copy to the COR and Compliance Officer will result in non-payment.**
		6. Contractor shall provide one year warranty on all components and equipment from date of installation. Contractor shall label components and equipment with date installed. Also shall provide and maintain a Microsoft Excel list with information to include but not limited: building, room, serial number of equipment, manufacture, model, new component installed and date of installation.
		7. It is the responsibility of the contractor to verify inventory on schedule A and update inventory schedule with additions and deletions of equipment 15 day for award of contract.
		8. Contractor shall provide manufacture diagnostic software at no additional cost to the government.
		9. Contractor shall certify at the completion of each preventive maintenance inspection and service that the item or unit operates per original equipment manufacturers (OEM) specifications.
		10. Contractor shall provide or installed only OEM parts.
		11. Unscheduled maintenance or breakdown repair is not covered under this contract. Work not covered by this contract shall not be performed without first obtaining written approval from the COR and/or the Contracting Officer. Bills resulting from additional work performed without prior written approval will not be paid.
		12. Contractor shall inform of any breakdowns, failures, or malfunctioning of equipment immediately and send an email within 24 with service report and proposal for repairs.
			1. Notify the COR, Compliance Officer, and Engineering.
			2. Research safety officer.
			3. Lock out / Tag out electrical.
			4. Post notice on unit as follows:
				1. Minimum of two in letter in red with white background ‘LOCK OUT - DO NOT USE’.
				2. Date
				3. Technician Name and Phone number.
				4. Owner of hood information.
				5. COR information.
		13. If a dispute between codes, standards, or manufacture recommendation arises the most stringent shall be enforced.
		14. If contractor has a different code, standard, or manufacture recommendation than the COR then the contractor shall have the opportunity to have the Engineering Compliance Office review and make decision, which contractor shall accept. The authority having jurisdiction shall be the Chief of Engineering of VAPAHCS.
		15. VA has the right of first refusal on all equipment, parts, and recycling materials. If VA elects not the right to refuse than Contractor shall discard equipment, parts, and recycling materials at no addition cost to the government.
		16. Contractor shall be responsible to discard all equipment, parts, and recycling materials as per local, state, and federal codes and standards. Any fees incurred in the disposal to include fines and legal fees shall be paid by contractor.
			1. Contractor shall provide certificate of disposal of all equipment, parts, and recycling materials. Contractor shall be sole responsible of equipment, parts, and recycling materials once they take possession or leave the VA premises.
	2. Reference Materials: The most current edition shall be used. It is the responsibility of the contractor to adhere to all references in the PWS to include all notes, explanatory material, appendixes and manufacture recommendation to include, but not limited to:
		1. USP-NF Chapter 797
		2. National Sanitation Foundation No. 49
		3. OSHA Standard 29 CFR 1910
	3. Test Certification: Certification test shall be performed in accordance with the manufacturers design specification, USP, Chapter 797, the National Institute of Health specifications, or the National Sanitation Foundation No. 49. The following NSF No. 49 performance test shall be met as a minimal prerequisite to certification:
		1. Appendix A:
			1. Section II: Electrical Leakage & Ground Circuit Resistance Test
		2. Appendix B:
			1. Section II: HEPA Filter Leak Test
			2. Section IV: Noise
			3. Section V: Lighting Intensity – Including UF if applicable
			4. Section VII: Personnel, Product, and Cross-Contamination Protection (Biological)
			5. Section IX: Velocity Profile & Volume
			6. Section X: Work Access Opening Airflow (Face Velocity)
			7. Section XI: Airflow Smoke Patterns
	4. Quality Control:
		1. Contractor shall establish a complete quality control program to assure the requirements of the contract are provided as specified. The contractor shall submit a copy program within five days from contract award date to Contracting Officer and COR for review and approval. The plan shall include, but not be limited to:
			1. An inspection system covering all the services described in the contract.
			2. Provided copies of inspection forms, as per codes, standards, and manufacture recommendations.
			3. The names(s) of the individual(s) who will be perform the inspections and services.
			4. A file of all inspections conducted by the Contractor and the corrective action taken. This documentation shall be made available to the COR and Compliance Office upon request, at any time during the term of the contract. Also shall be provided on the monthly and annual documentation requirements.
			5. Any deficiencies found during servicing that create a safety issue shall be reported to the COR, Compliance Office, and Research Lab Safety Official immediately. Follow up deficiencies with an email within 24 hours of service date. Follow all safety and lock out / tag out procedures.
	5. Site Investigation and Conditions Affecting the Work:
		1. The Government assumes no responsibility for any conclusions or interpretations made by the Contractor based on the information made available by the Government. Nor does the Government assume responsibility for any understanding reached or representation made concerning conditions which can affect the work by any of its officers or agents before the execution of this contract, unless that understanding or representation is expressly stated in this contract.
		2. Contract has the responsibility to make the determination and request a site walk. Failure to perform a site walk shall not relieve the contractor to complete the contract on time and within budget.
	6. Contract Modification:
		1. Throughout the performance of this contract hoods my need to be added or removed from the contract. In the event that the needs change, the Contractor will negotiate with the Contracting Officer to reach a mutually agreeable adjustment to the contract that must be captured in a written modification to the contract.
	7. Safety:
		1. Safety plan shall be submitted to the COR within 5 day of awarded contract.
		2. Contractor shall adhere to OSHA 10 CFR 1910
		3. Contractor shall be responsible to use appropriate PPE when required by the OSHA and NFPA 70E. All personnel shall at a minimum have the following PPE during all services:
			1. Hard Hat
			2. Eye protection.
			3. Gloves.
			4. Safety shoes.
		4. No shorts or tank tops shall be permitted.
		5. Contractor shall submit a written report to the Contracting Officer or COR or his designee within two day s of any incident of a malfunction, accident or injury. Contractors shall follow OSHA timeframes if they are more stringent than two days.
		6. Contractor shall follow VA safety procedures to include, but not limited:
			1. Hot Work Permit
			2. Confine Space Permit
			3. Lock Out/Tag Out
			4. Shutdown Requirements (advance time notice requirements)
			5. Infection Control Procedures
	8. Documentation Requirements:
		1. The Contractor shall provide reports and certificates to the COR and Compliance Office.
		2. Contractor shall provide the following information on all document, certificates, and service reports:
			1. Building
			2. Room
			3. Serial number of equipment
			4. Company ID if any
			5. Manufacture
			6. Model
			7. Class
			8. Type
			9. Last Tested
			10. Retest date
			11. Classification Hood (Fume/Bio/Animal/Laminar/Clean Room)
			12. Certification Number
		3. Contractor shall provide monthly documentation at the end of every month to the COR and Compliance Office. This will not relieve requirement for section 5.8.4.
		4. Submit three hard copy of the all reports, service orders, certification, and any documentation in a three ring binder and one CD ROM of the electronic version of the reports and certificates in Microsoft (i.e. excel or word) format to the Engineering Compliance Office 30 days prior of end of the each calendar year.
			1. Earlier copies provided to include monthly reporting shall not substitute the submission of document requirement described on section 5.8.4.
	9. Security Requirements:
		1. Contractor, contractor personnel, subcontractor and subcontractor’s personnel shall attend all training for security, access to laboratories, and safety at no cost additional cost to the government.
		2. Standard of Conduit. Contractor and subcontractors personnel shall adhere to the contract and conduct themselves according to VA conduct standards.
			1. Neglect of Duties. Contractor and subcontractors personnel neglect of duties hall not be condoned. This shall include, but no limited to sleeping on duty, unreasonable delay or failure to carry out assigned tasks, conducting personal affairs during duty hours, and refusing to render assistance or cooperate in uphold the integrity of the work site security.
			2. Disorderly Conduct. The use of abusive or offensive language, quarreling, intimidation by work, actions, or fighting shall not be condoned. Also included is participation in disruptive activates which interfere with normal and efficient government operations.
			3. Driving. Contractor and subcontractors personnel shall obey all speed limits and traffic signs. Disobeying traffic regulation could result in court citations, which include monetary fines. Violation(s) could result in being restricted from driving on VA facilities.
			4. Parking. Contractor and subcontractors personnel vehicles shall be parked only in designated areas. The Government will not be liable for any lost, stolen, or damage vehicles or items.
			5. Smoking. Smoking is prohibited except in designated areas. Smoking outside the designated areas will result in citations, which include monetary fines.
		3. The Certification and Accreditation requirements do not apply and a Security Accreditation Package is not required for this work.
		4. Contractor, contractor personnel, subcontractor and subcontractor’s personnel shall be subject to the same Federal laws, regulations, standards, VA directives and handbooks as VA personnel regarding information security under VA Handbook 6500.6, Contract Security, Appendix C.

6.0 Inventory

At present, there are one hundred two (102) Fume Hoods, sixty-four (64) Biological Cabinets, sixteen (16) Animal Condominiums, eleven (11) In-Line HEAP Filters, seven (7) Animal Change Stations, eleven (11) Laminar Flow Hoods, and three (3) Pharmacies that require ISO/10K and/or ISO5/100 Viable Particle Count Tests. These numbers are dynamic with additions and deletions as research requirements dictate.

See Appendix A, B, and C for the complete list.

# SECTION C - CONTRACT CLAUSES

## C.1 52.212-4 CONTRACT TERMS AND CONDITIONS—COMMERCIAL ITEMS (JAN 2017)

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

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

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

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

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

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

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

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

 (g) Invoice*.*

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

 (i) Name and address of the Contractor;

 (ii) Invoice date and number;

 (iii) Contract number, line item number and, if applicable, the order number;

 (iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;

 (v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;

 (vi) Terms of any discount for prompt payment offered;

 (vii) Name and address of official to whom payment is to be sent;

 (viii) Name, title, and phone number of person to notify in event of defective invoice; and

 (ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

 (x) Electronic funds transfer (EFT) banking information.

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

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

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

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

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

 (i) Payment.—

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

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

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

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

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

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

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

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

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

 (D) Contractor point of contact.

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

 (6) *Interest.*

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

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

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

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

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

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

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

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

 (A) The date fixed under this contract.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

 (1) The schedule of supplies/services.

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

 (3) The clause at 52.212-5.

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

 (5) Solicitation provisions if this is a solicitation.

 (6) Other paragraphs of this clause.

 (7) The Standard Form 1449.

 (8) Other documents, exhibits, and attachments

 (9) The specification.

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

 (1) Unless exempted by an addendum to this contract, the Contractor is responsible during performance and through final payment of any contract for the accuracy and completeness of the data within the SAM database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the SAM database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the SAM database to ensure it is current, accurate and complete. Updating information in the SAM does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

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

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

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

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

 (u) *Unauthorized Obligations*.

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

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

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

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

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

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

(End of Clause)

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

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

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

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

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

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

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

(End of Clause)

|  |  |  |
| --- | --- | --- |
| **FAR Number** | **Title** | **Date** |
| 52.203-17 | CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS | APR 2014 |
| 52.204-18 | COMMERCIAL AND GOVERNMENT ENTITY CODE MAINTENANCE | JUL 2016 |
| 52.204-21 | BASIC SAFEGUARDING OF COVERED CONTRACTOR INFORMATION SYSTEMS | JUN 2016 |
| 52.232-18 | AVAILABILITY OF FUNDS | APR 1984 |
| 52.232-40 | PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS | DEC 2013 |
| 852.203-70 | COMMERCIAL ADVERTISING | JAN 2008 |
| 852.215-70 | SERVICE-DISABLED VETERAN-OWNED AND VETERAN-OWNED SMALL BUSINESS EVALUATION FACTORS | JUL 2016 |
| 852.215-71 | EVALUATION FACTOR COMMITMENTS | DEC 2009 |
| 852.219-11 | VA NOTICE OF TOTAL VETERAN-OWNED SMALL BUSINESS SET-ASIDE | JUL 2016 |
| 852.232-72 | ELECTRONIC SUBMISSION OF PAYMENT REQUESTS | NOV 2012 |

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

 This solicitation includes FAR 52.219-4 Notice of Price Evaluation Preference for HubZone Small Business Concerns. Accordingly, any contract resulting from this solicitation will include this clause. The contractor is advised in performing contract administration functions, the CO may use the services of a support contractor(s) retained by VA to assist inassessing 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.

## C.4 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.

## C.5 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

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

(End of Clause)

## C.6 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

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

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

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

(End of Clause)

## C.7 52.228-5 INSURANCE—WORK ON A GOVERNMENT INSTALLATION (JAN 1997)

 (a) The Contractor shall, at its own expense, provide and maintain during the entire performance of this contract, at least the kinds and minimum amounts of insurance required in the Schedule or elsewhere in the contract.

 (b) Before commencing work under this contract, the Contractor shall notify the Contracting Officer in writing that the required insurance has been obtained. The policies evidencing required insurance shall contain an endorsement to the effect that any cancellation or any material change adversely affecting the Government's interest shall not be effective—

 (1) For such period as the laws of the State in which this contract is to be performed prescribe; or

 (2) Until 30 days after the insurer or the Contractor gives written notice to the Contracting Officer, whichever period is longer.

 (c) The Contractor shall insert the substance of this clause, including this paragraph (c), in subcontracts under this contract that require work on a Government installation and shall require subcontractors to provide and maintain the insurance required in the Schedule or elsewhere in the contract. The Contractor shall maintain a copy of all subcontractors' proofs of required insurance, and shall make copies available to the Contracting Officer upon request.

(End of Clause)

## C.8 SUPPLEMENTAL INSURANCE REQUIREMENTS

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

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

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

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

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

(End of Clause)

## C.9 VAAR 852.237-70 CONTRACTOR RESPONSIBILITIES (APR 1984)

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

(End of Clause)

 (End of Addendum to 52.212-4)

## C.10 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:

 [X] (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.)

 [X] (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).

 [X] (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.

 [X] (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.

 [X] (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).

 [X] (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)).

 [X] (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).

 [X] (27) 52.222-21, Prohibition of Segregated Facilities (APR 2015).

 [X] (28) 52.222–26, Equal Opportunity (SEP 2016) (E.O. 11246).

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

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

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

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

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

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

 [X] (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.

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

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

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

 [] (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.

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

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

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

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

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

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

 [] (56) 52.232-30, Installment Payments for Commercial Items (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).

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

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

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

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

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

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

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

 [] (1) 52.222-17, Nondisplacement of Qualified Workers (MAY 2014) (E.O. 13495).

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

 [X] (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).

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 [X] (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).

 [X] (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).

 [X] (8) 52.222-55, Minimum Wages Under Executive Order 13658 (DEC 2015).

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(End of Clause)

# SECTION D - CONTRACT DOCUMENTS, EXHIBITS, OR ATTACHMENTS

See attached document: Appendix A - Palo Alto Div Fume Hoods.

See attached document: Appendix B - LVD and SJC Fume hood.

See attached document: Appendix C - Menlo Park Div - fume hoods.

See attached document: Appendix D - 2015-5641 CA.

# SECTION E - SOLICITATION PROVISIONS

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

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

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

 (1) The solicitation number;

 (2) The time specified in the solicitation for receipt of offers;

 (3) The name, address, and telephone number of the offeror;

 (4) A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary;

 (5) Terms of any express warranty;

 (6) Price and any discount terms;

 (7) "Remit to" address, if different than mailing address;

 (8) A completed copy of the representations and certifications at FAR 52.212-3 (see FAR 52.212-3(b) for those representations and certifications that the offeror shall complete electronically);

 (9) Acknowledgment of Solicitation Amendments;

 (10) Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items and other references (including contract numbers, points of contact with telephone numbers and other relevant information); and

 (11) If the offer is not submitted on the SF 1449, include a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. Offers that fail to furnish required representations or information, or reject the terms and conditions of the solicitation may be excluded from consideration.

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

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

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

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

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

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

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

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

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

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

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

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

 (5) Offers may be withdrawn by written notice received at any time before the exact time set for receipt of offers. Oral offers in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for receipt of offers, subject to the conditions specified in the solicitation concerning facsimile offers. An offer may be withdrawn in person by an offeror or its authorized representative if, before the exact time set for receipt of offers, the identity of the person requesting withdrawal is established and the person signs a receipt for the offer.

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

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

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

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

GSA Federal Supply Service Specifications Section

Suite 8100 470 East L'Enfant Plaza, SW

Washington, DC 20407

Telephone (202) 619-8925

Facsimile (202) 619-8978.

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

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

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

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

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

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

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

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

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

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

 (j) *Unique entity identifier*. (Applies to all offers exceeding $3,500, and offers of $3,500 or less if the solicitation requires the Contractor to be registered in the System for Award Management (SAM) database.) The Offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation ‘‘Unique Entity Identifier’’ followed by the unique entity identifier that identifies the Offeror’s name and address. The Offeror also shall enter its Electronic Funds Transfer (EFT) indicator, if applicable. The EFT indicator is a four-character suffix to the unique entity identifier. The suffix is assigned at the discretion of the Offeror to establish additional SAM records for identifying alternative EFT accounts (see subpart 32.11) for the same entity. If the Offeror does not have a unique entity identifier, it should contact the entity designated at [www.sam.gov](file:///%5C%5CDSI-KB2%5CKBA_Work%5CKBs%5CDev7%5CGENTRAC%5CSegments%5Cwww.sam.gov) for unique entity identifier establishment directly to obtain one. The Offeror should indicate that it is an offeror for a Government contract when contacting the entity designated at [www.sam.gov](file:///%5C%5CDSI-KB2%5CKBA_Work%5CKBs%5CDev7%5CGENTRAC%5CSegments%5Cwww.sam.gov) for establishing the unique entity identifier.

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

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

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

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

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

 (4) A summary of the rationale for award;

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

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

(End of Provision)

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

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

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

SUBMISSION INSTRUCTIONS

1. 52.212-1 (c), Period for acceptance of offers: change “30 days” to “90 days.”
2. General – Electronic Submissions: Contractors must email their quote to Trong Nguyen at trong.nguyen@va.gov. Include the solicitation number in the Subject line. Any attachments must be readable using Microsoft Office or Adobe PDF. The size of the email is limited to 5 megabytes (MB) but multiple emails are allowable. Quotes must be submitted electronically and will not be accepted through fax or postal mail.

Offeror must provide two attachments consisting of a “pricing information” and “technical approach.” Price and technical submittals must be provided separately and transmitted in electronic format – e.g., via email attachment(s) to the Trong Nguyen at trong.nguyen@va.gov. Each of the parts shall be separate and complete so that evaluation of each part can be accomplished independently.

* 1. The technical approach must not contain any references to pricing. Resource information such as data concerning labor hours and categories, equipment, materials, subcontracts, should be included in so that contractor’s understanding of the Scope of Work may be evaluated; however, any reference to pricing must not be included. Pricing information will be submitted in a separate document.
	2. The technical approach must address all the required information for Factor #2, Technical Capability
	3. For the individual elements of the technical capability factor, the quote must state how the contractor will address each element and should not simply restate the Statement of Work. Simply restating the Statement of Work will not be evaluated favorably.
	4. Spiral binding or facsimile submittal of hardcopy submittals will not be accepted. Offeror must maintain registration in the System for Award Management (SAM) at [www.sam.gov](http://www.sam.gov) as a condition of contract award.
	5. All questions regarding this solicitation must be emailed to trong.nguyen@va.gov no later than three business days prior to the quote due date. Verbal inquiries or questions will not be addressed or accepted.
	6. If you have suggested changes to the solicitation as written, changes may be made within the solicitation using redlines and/comments. Alternate quotes will only be accepted from offerors that have submitted a “Base” quote that conforms to the Statement of Work (SOW) as written and these Instructions to Offerors. The Government reserves the right, at its own discretion, to reject alternate quotes without evaluation.
1. **Selection Process**
2. Evaluations will be conducted under the procedures of FAR Part 13.
3. In accordance with FAR 13.106-2(b)(3), the quotes will undergo a comparative evaluation to determine which vendor provides the best value to the government in terms of high technical capability, while also providing a competitive price.

4. As part of their quote, offerors shall submit the following information:

(1) **Price:** The pricing information will consist of the contractor’s overall price to provide these services.  In evaluating the contractor’s price, the Government’s determination will include whether the price reflects a clear understanding of the requirements, is consistent with the information provided in the contractor’s quote, and is reasonable in comparison with other quotes that have been submitted in response to the solicitation.

a. Complete B.2 CONTRACT PRICE SCHEDULE

b. Fill in SF 1449 blocks 17a, 30a, 30b, and 30c on Page 1.

(2) **Technical Capability:**

A description/schedule of the offeror’s plan to provide the service at the VA facility, as detailed in the Statement of Work (SOW). This could be as simple as a staffing plan/weekly schedule that identifies the personnel who will be providing the services, where they will be providing the services, and when they will be providing these services (days of the week). In addition, contractor shall provide reasonable network of services available and a description of the offer’s plan to provide the service at our facility, how to ensure a user-friendly process for our employees and the ability to provide education of available services to our facility.

## E.2 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

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

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

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

(End of Provision)

|  |  |  |
| --- | --- | --- |
| **FAR Number** | **Title** | **Date** |
| 52.204-7 | SYSTEM FOR AWARD MANAGEMENT | OCT 2016 |
| 52.204-22 | ALTERNATIVE LINE ITEM PROPOSAL | JAN 2017 |
| 52.209-5 | CERTIFICATION REGARDING RESPONSIBILITY MATTERS | OCT 2015 |
| 52.212-3 | OFFEROR REPRESENTATIONS AND CERTIFICATIONS—COMMERCIAL ITEMS | JAN 2017 |
| 52.225-25 | PROHIBITION ON CONTRACTING WITH ENTITIES ENGAGING IN CERTAIN ACTIVITIES OR TRANSACTIONS RELATING TO IRAN—REPRESENTATION AND CERTIFICATIONS | OCT 2015 |
| 852.233-70 | PROTEST CONTENT/ALTERNATIVE DISPUTE RESOLUTION | JAN 2008 |
| 852.233-71 | ALTERNATE PROTEST PROCEDURE | JAN 1998 |
| 852.270-1 | REPRESENTATIVES OF CONTRACTING OFFICERS | JAN 2008 |

## E.3 52.216-1 TYPE OF CONTRACT (APR 1984)

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

(End of Provision)

## E.4 52.233-2 SERVICE OF PROTEST (SEP 2006)

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

 Trong Nguyen

 Hand-Carried Address:

 Department of Veterans Affairs

 Network Contracting Office 21

 Southern Nevada Healthcare System

 6900 N. Pecos Road, Building 6

 North Las Vegas NV 89086

 Mailing Address:

 Department of Veterans Affairs

 Network Contracting Office 21

 Southern Nevada Healthcare System

 P.O. Box 360001

 North Las Vegas NV 89036

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

(End of Provision)

 (End of Addendum to 52.212-1)

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

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

1) Factor #1, Price

2) Factor #2, Technical Capability

In accordance with FAR 13.106-2(b)(3), the quotes will undergo a comparative evaluation to determine which vendor provides the best value to the government in terms of high technical capability, while also providing a competitive price.

(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. For the purposes of the award of this Contract, the Government intends to evaluate the option to extend services, provided under FAR 52.217-8, as follows: The evaluation will consider the possibility that the option can be exercised at any time, and can be exercised in increments of one to six months, but for no more than a total of six months during the life of the contract.  The evaluation will assume that the prices for any option exercised under FAR 52.217-8 will be at the same rates as those in effect under the contract. The evaluation will therefore assume that the addition of the price or prices of any possible extension or extensions under FAR 52.217-8 to the total price for the basic requirement and the total price for the priced options has the same effect on the total price of all quotes relative to each other, and will not affect the ranking of quotes based on price, unless, after reviewing the quotes, the Government determines that there is a basis for finding otherwise. Evaluation of options shall not obligate the Government to exercise the option(s).

(c) A written notice of award or acceptance of an Offeror, 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.