

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS
OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30

1. REQUISITION NO. _____ PAGE 1 OF 62

2. CONTRACT NO. _____ 3. AWARD/EFFECTIVE DATE _____ 4. ORDER NO. _____
 5. SOLICITATION NUMBER: VA246-17-Q-2027
 6. SOLICITATION ISSUE DATE: 09-20-2017

7. FOR SOLICITATION INFORMATION CALL: _____ a. NAME: JAMIE SULLIVAN
 b. TELEPHONE NO. (No Collect Calls): 757-251-4141
 8. OFFER DUE DATE/LOCAL TIME: 09-25-2017 08:00 AM EST

9. ISSUED BY: Department of Veterans Affairs, Network Contracting Office 6, 100 Emancipation Drive, Hampton VA 23667
 CODE: _____
 10. THIS ACQUISITION IS: UNRESTRICTED OR SET ASIDE: 100 % FOR:
 SMALL BUSINESS WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM NAICS: 325120
 HUBZONE SMALL BUSINESS EDWOSB
 SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS 8(A) SIZE STANDARD: 1000 Employees

11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED: SEE SCHEDULE
 12. DISCOUNT TERMS: _____
 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700):
 13b. RATING: N/A
 14. METHOD OF SOLICITATION: RFQ IFB RFP

15. DELIVER TO: Department of Veterans Affairs, MULTIPLE LOCATIONS IDENTIFIED IN STATEMENT OF WORK, NC
 CODE: _____
 16. ADMINISTERED BY: Department of Veterans Affairs, Network Contracting Office 6, 100 Emancipation Drive, Hampton VA 23667
 CODE: _____

17a. CONTRACTOR/OFFEROR: _____ CODE: _____ FACILITY CODE: _____
 18a. PAYMENT WILL BE MADE BY: Department of Veterans Affairs, Financial Services Center, PO BOX 149971, Austin TX 78714-9971
 CODE: _____
 PHONE: 866.372.1141 FAX: 512.460.5432
 TELEPHONE NO. _____ DUNS: _____ DUNS+4: _____

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. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	See CONTINUATION Page SOLICITATION FOR MEDICAL GAS BASE + 4 OPTION YEARS RESPONSES DUE 9/26/2017 AT 08:00 AM EST Base Year: 10/1/2017 - 9/30/2018 Option Yr 1: 10/1/2018 - 9/30/2019 Option Yr 2: 10/1/2019 - 9/30/2020 Option Yr 3: 10/1/2020 - 9/30/2021 Option Yr 4: 10/1/2021 - 9/30/2022 (Use Reverse and/or Attach Additional Sheets as Necessary)				

25. ACCOUNTING AND APPROPRIATION DATA: See CONTINUATION Page
 26. TOTAL AWARD AMOUNT (For Govt. Use Only): _____

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 1 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED
 29. AWARD OF CONTRACT: REF. _____ OFFER DATED _____ YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN IS ACCEPTED AS TO ITEMS:

30a. SIGNATURE OF OFFEROR/CONTRACTOR: _____
 31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER): _____
 30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT): _____
 30c. DATE SIGNED: _____
 31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT): JAY JAMES, CONTRACTING OFFICER
 31c. DATE SIGNED: _____

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SECTION B - CONTINUATION OF SF 1449 BLOCKS

B.1 CONTRACT ADMINISTRATION DATA

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

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

a. CONTRACTOR:

b. GOVERNMENT: Contracting Officer 36C246 Jay James

Department of Veterans Affairs

Network Contracting Office 6

100 Emancipation Drive

Hampton VA 23667

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

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

52.232-36, Payment by Third Party

3. INVOICES: Invoices shall be submitted in arrears:

a. Quarterly

b. Semi-Annually

c. Other Monthly

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

Department of Veterans Affairs

Financial Services Center

PO BOX 149971

Austin TX 78714-9971

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

B.2 LIMITATIONS ON SUBCONTRACTING-- MONITORING AND COMPLIANCE (JUN 2011)

This solicitation includes VAAR 852.219-10 VA Notice of Total Service- Disabled Veteran-Owned Small Business Set-Aside. Accordingly, any contract resulting from this solicitation will include this clause. The contractor is advised in performing contract administration functions, the CO may use the services of a support contractor(s) retained by VA to assist in assessing the contractor's compliance with the limitations on subcontracting or percentage of work performance requirements specified in the clause. To that end, the support contractor(s) may require access to contractor's offices where the contractor's business records or other proprietary data are retained and to review such business records regarding the contractor's compliance with this requirement. All support contractors conducting this review on behalf of VA will be required to sign an "Information Protection and Non-Disclosure and Disclosure of Conflicts of Interest Agreement" to ensure the contractor's business records or other proprietary data reviewed or obtained in the course of assisting the CO in assessing the contractor for compliance are protected to ensure information or data is not improperly disclosed or other impropriety occurs. Furthermore, if VA determines any services the support contractor(s) will perform in assessing compliance are advisory and assistance services as defined in FAR 2.101, Definitions, the support contractor(s) must also enter into an agreement with the contractor to protect proprietary information as required by FAR 9.505-4, obtaining access to proprietary information, paragraph (b). The contractor is required to cooperate fully and make available any records as may be required to enable the CO to assess the contractor's compliance with the limitations on subcontracting or percentage of work performance requirement.

STATEMENT OF WORK

1. **SCOPE:** Contractor shall provide medical gases for all the facilities located within the Salisbury VA Health Care System (SVAHCS) in accordance with the schedule of items, the specifications listed in this Statement of Work, and the terms and conditions of this contract. The purpose of this requirement is to establish a source supply of medical cylinder gases for the facilities. The gases include, but are not limited to Compressed Medical Air USP, Oxygen USP, Carbon Dioxide USP, Nitrogen NF, Nitrous Oxide USP, Helium USP, and specialty medical gas mixtures.

1.1. **Period of Performance:** The period of performance for the base period is the date of award through twelve (12) months thereafter, unless terminated earlier pursuant to the terms of this contract. This contract also includes four (4) additional twelve (12) month option periods to extend the contract if exercised by the Government.

1.2. **Location/Facility Requirements:** All supplies of medical cylinder gases shall be delivered to Veterans Administration facilities below. The Contractor shall have a facility and/or resources physically located in the geographic areas in which they will provide supplies. The areas are as follows:

Facility	Address	Fund Control Point
Salisbury VA Medical Center	1601 Brenner Avenue, Salisbury, NC 28144	659-18-1-027-0009
Charlotte Health Care Center	3506 West Tyvola Road, Charlotte, NC 28208	659-18-1-027-0011

Kernersville Health Care Center	1695 Kernersville Medical Parkway, Kernersville, NC 27284	659-18-1-027-0010
Charlotte Community Based Outpatient Center	8601 University East Drive, Charlotte, NC 28213	659-18-1-027-0011

1.3. The quantities shown in the Schedule of Items are **estimates** of the requirement. There is no express or implied guarantee that these quantities will be purchased. PLEASE NOTE: If this contract includes the installation of contractor-owned equipment it shall include a ninety (90) day transition period at the end of the contract which the incumbent contractor shall continue to provide medical gases and associated products while the incoming contractor is transitioning over.

1.4. Pricing for medical gas tanks shall include all applicable charges, to include any tank rental fee and applicable fees for filling the tank(s).

1.5. Schedule of Items (Base Year and Four (4) Option Years) - Estimate Annual Quantities:

Material Number	Item Number	Est. Qyt.	UOM	Frequency of Delivery
ACMC	Acetylene D Cylinder	48	CY	Called-in by facility
AI USPE	Air Compressed, CGA Type 1, Medical, Size E Cylinder	504	CY	Called-in by facility
AI USPEA	Air Compressed, CGA Type 1, Medical, Size E Cylinder, Aluminum	60		Called-in by facility
AR 300LT230	Argon Ind Liq 300LT 230 PSI	24	CY	Called-in by facility
ARPP6K	ARGON Hi Purity/Hi Pressure 6000 PSI Size 200 (99.998%)	1617	CY	Weekly
CD 50	Carbon Dioxide 200 CGA 320 Tank product (used to refill station owned tank)	48	CY	Called-in by facility
CD USP50	Carbon Dioxide, Medicinal Grade A, Size G Cylinder	268	CY	Called-in by facility
CD USP50S	Carbon Dioxide W/Syphon, Size H Tank	12	CY	Called-in by facility
CD USPE	Carbon Dioxide, Medicinal Grade A, Size E Cylinder	45	CY	Called-in by facility
HE HP6K	Helium High Purity/Hi Pressure 6000 PSI, size 200 (99.995%)	1827	CY	Weekly

HE USP200	Helium, Size H Cylinder	24	CY	Called-in by facility
NI NFDEWARRE FILL	Liquid Nitrogen, 10 Litre Cylinder	20	CY	Called-in by facility
NI NFDEWARRE FILL	Liquid Nitrogen, 25 Litre Cylinder	75	CY	Weekly
NI NFDEWARRE FILL	Liquid Nitrogen, 30 Litre Cylinder	10	CY	Called-in by facility
NI NFDEWARRE FILL	Liquid Nitrogen, 35 Litre Cylinder	10	CY	Called-in by facility
NI UHP 200	CYL Nitrogen High Purity 200 CGA 580	24	CY	Called-in by facility
NI UHP 300	CYL Nitrogen High Purity 300 CGA 580	12	CY	Called-in by facility
NI NF200	MEDICAL NITROGEN SIZE 200	112		Called-in by facility
NI NF300	MEDICAL NITROGEN SIZE 300	12	CY	Called-in by facility
NS USP 20	CYL Nitrous Oxide USP 20 LBS	36	CY	Called-in by facility
NS USP56	Nitrous Oxide, Size G Cylinder	144	CY	Weekly
NS USPE	Nitrous Oxide, Size E Cylinder	156	CY	Called-in by facility
OX USP180LT230	Oxygen Medical, Liquid, 180 Liter Cylinder, 230PSI	104	CY	Called in by facility
OX USP250	Oxygen Medical, Size H Cylinder	506	CY	Weekly
OX USPD	Oxygen Medical, Size D Cylinder	12	CY	Called-in by facility
OX USPE	Oxygen, Medicial, Size E Cylinder	1711	CY	Weekly
OX USPEA	Oxygen, Medicial, Size E Cylinder, Aluminum	100	CY	Called-in by facility
OX USPEAMRI	Oxygen, Medicial, Size E Cylinder, MRI Compatible	48	CY	Called-in by facility
OX USPEAWBDS	Oxygen Gas, E Size (walkabout)	5606	CY	Weekly
OXUSPEAWB MRI	Oxygen USP Medical Pure EA CGA VIPR	166	CY	Called-in by facility

Z03NI804ME3 065	BLOOD GAS MIX 3PT SIZE E	142	CY	Called-in by facility
Z04NI685ME3 016	Lung Diffusion Gas, Size E	36	CY	Called-in by facility
Z04NI7852003 060	Lung Diffusion: 3% Gas Certified, 3% Carbon Monoxide, 3% Methane, 21% Oxygen, Balance Nitrogen, Size H175 Cylinder	84	CY	Called-in by facility
EMERGENCY DELIVERY FEE	(as defined in SOW Section 6.14 & as approved by the customer authorizing emergency delivery)	12	EA	Called-in by facility

- 1.6.** The contractor shall make available any additional gas(es) not included in the Schedule of Items upon notification by the Contracting Officer to support facility needs. The contractor shall accept a written authorization from the Contracting Officer, either via email, facsimile, or letter, that a facility requires additional gas(es) not listed in the Schedule of Items. The contractor shall respond to the Contracting Officer within two (2) business days with the following information:

Material Number
Description
UOM
Price/UOM
Date Available For Delivery

Delivery of additional gas(es) shall be made in accordance with this Statement of Work. The Government will follow-up the request to add gas(es) with a formal contract modification to add the applicable gas(es).

- 1.7.** Contractor will be provided with the name and contact information of a primary Contracting Officer Representatives (COR) upon award of the contract. Additionally, the contractor shall accept orders from SVAHCS Logistics Staff responsible for clinical supply chain and inventory management at each facility.
- 1.8.** Tanks(s) will be filled to maximum functional capacity at each refilling procedure unless otherwise specified in the facility requirements or as agreed upon in a written document signed and dated by the COR. At the time of each delivery, contractor must provide a legible signed and dated written document that identifies the number of cylinders at the facility prior to delivery, the number of cylinders being delivered, the number of cylinders being picked-up, and the number of cylinders at the facility after the delivery has been made. This document must be counter-signed by the facility representative supervising the delivery. This applies to all deliveries regardless of time or day of execution.

2. GOVERNMENT OWNED PROPERTY:

2.1. Government owned medical gas tank(s) and appurtenances will be maintained by and at the expense of the Contractor in a manner that will insure compliance with applicable regulations, and standards. Government tanks are identified with a "Government Property" sticker.

2.2. Individual Agency Ownership of Cylinders: Government-Owned cylinders shall remain the property of the individual ordering (owning) facility and shall not be exchanged for other cylinders, either government-owned or contractor-owned, without authorization of the ordering agency.

3. CONTRACTOR FURNISHED EQUIPMENT:

3.1. For those facilities having contractor owned tanks, the contractor shall provide, install and maintain tank(s) with appropriate back-up system(s), if applicable, with approval from the COR. Through the duration of the contract, the contractor shall be liable for the integrity, suitability, and safety of contractor owned tank(s) that will insure compliance with applicable regulations, and standards.

3.2. All equipment and materials required to perform on the contract (other than what is specifically listed in section 2, Government-Furnished Property) shall be provided by the contractor. Contractor owned equipment shall be installed, inspected and maintained by the contractor at the Contractor's expense (i.e., all installation, inspection and maintenance costs shall be included in the contract's monthly equipment rental fee for the applicable facility.) Contractor owned equipment shall be kept in good operating condition and appearance, in accordance with applicable regulations, and standards. The contractor shall be provided by each requiring facility reasonable access to the facilities for this purpose.

3.3. Unless otherwise directed by the using facility, contractor owned equipment shall be installed by the effective date of the contract and shall be connected to the medical gas system on that date; provided: that the contractor shall be allowed a maximum of ninety days after receipt of notice of award to complete installation. If the contractor's equipment replaces equipment already in use, the exchange of equipment shall be accomplished without interruption of gas supply to the using facility. Contractor installed equipment shall remain the property of the contractor and shall be removed upon termination of the contract, when directed by the ordering facility and in full cooperation with the succeeding contractor so as to avoid interruption of gas supply.

3.4. Each Government facility that requires installation of contractor owned equipment shall provide suitable location and foundation for the installation of the contractor owned tank(s) in accordance with CGMP Standards. Additionally, each facility shall provide access to an electrical power source and hook-up to a facility-maintained alarm system. The contractor shall perform the hook-up of contractor owned equipment to the facility-maintained alarm system.

3.5. Transition Period/Installation of Contractor-Furnished Equipment:

3.5.1. To permit orderly transition from one contractor to another, the contractor shall continue to honor the contract's monthly equipment rental fee and gas contract price for a maximum of

ninety days beyond the scheduled expiration of this contract, to include the base year and any option year. For any partial month, the contractor shall prorate the monthly equipment rental fee accordingly.

The contractor shall continue to provide and maintain its equipment during this transition period.

3.5.2.Phase In: The incoming contractor shall replace all appropriate VA authorized (incumbent contractor-owned) equipment presently located at each facility with the incoming contractor's equipment as soon as possible after award, but not to exceed ninety (90) days from date of contract award. Incoming contractor shall coordinate with the incumbent contractor during the transition period relating to the removal of the incumbent contractor's equipment from each facility. The change shall include delivery, setup, and instruction as further specified herein, and shall be accomplished without disruption in supplies and services. The billing period shall begin on the noted transition date. Payments shall be assessed based on the providers established rate and prorated from setup date. Prorated monthly rates are based on a 30-day month.

3.5.3.Phase Out: The contractor realizes that the services being provided under this contract are vital and must be continued uninterrupted. The outgoing contractor shall not remove any equipment from the facility until replacement equipment has been installed. The outgoing contractor shall coordinate transition of equipment / services with the incoming contractor as soon as possible, but not to exceed ninety (90) days from date of contract expiration. If additional transition time is required beyond contract expiration, a separate Purchase Order shall be issued to the contractor for payment of services on a pro-rated basis. Prorated monthly rates are based on a 30-day month.

3.5.4.During transition both Phase In and Phase Out, from one contractor to another, the contractor must reconcile in conjunction with the Government and the incoming Contractor, in writing, the accuracy of the cylinder count for each type of gases listed in this requirement, at each participating facility.

4. MEDICAL GAS SPECIFICATION AND REQUIREMENTS:

4.1. All medical gases under the contract shall be medical-grade and shall meet or exceed the standards cited in the current edition of the United States **Pharmacopoeia/National Formulary (U.S.P.)**. Contractor shall be registered with the **FDA**; and all medical gases shall be manufactured, processed, packed, transported, and stored according to the FDA's **Current Good Manufacturing Practice (CGMP) regulations** and Title 21, Code of Federal Regulations, parts 210, 211, and 201 for labeling. All products, equipment and services provided under this contract shall be in compliance with all applicable Federal, State and Local regulations.

4.2. A valid certificate of analysis shall be provided with each delivery of medical gases. The certificate shall include, at a minimum:

- a) Supplier's name and complete address
- b) Name of the Product
- c) An Air Liquefaction Statement where appropriate
- d) Lot number or other unique identification number
- e) Actual analytical results for full U.S.P. monograph testing. **(A statement that only states that the product meets the minimum purity of 99.5%, is not acceptable.)**
- f) Test method used to perform the analysis. **(A statement such as "Meets U.S.P. specifications" is not acceptable; nor would "Tested via Servomex" be acceptable since the specific model number is not provided.)**
- g) Signature of authorized supplier representative and date.

4.3. In addition, the following specifications are incorporated into the contract:

- a) Federal Specification BB-A-1034B Compressed Air, Breathing, dated 12-20-1985 and amended on 12-27-1995. http://everyspec.com/FED_SPECS/B/BB-A-1034B_9157/
- b) Federal Specification BB-C-101C Carbon Dioxide (CO₂) Technical and USP, dated 01-21-2004. http://everyspec.com/FED_SPECS/B/download.php?spec=BB-C-101C.009836.pdf
- c) Compressed Gas Association (CGA) Publication G-7 – Compressed Air for Human Respiration, dated 08-04-2003 and ANSI/CGA G-7.1 Commodity Specification for Air, dated 08-27-2004. <http://www.cganet.com>.

4.4. Material Safety Data Sheets shall be provided to the facility COR upon request.

4.5. A copy of all inspection reports shall be provided to the facility COR upon the completion of any contractor or government owned system inspections that are required by regulation.

4.6. All Contractor owned equipment shall be maintained or repaired in accordance with FDA's Current Good Manufacturing Practices (CGMP) Regulations.

5. ORDERING:

5.1. The Facility POC(s) will submit requests for delivery of medical gases and rental cylinders to the Contractor, no later than 05:00 PM EST for *delivery within 24 hours*, including weekends for emergency orders, via email to the Contractor POCs identified in the below table. Vendor must notify the facility of the planned delivery, scheduled within the 24 hour

window, including the date and time. After contract award, the Facility POCs and the Contractor may agree upon a defined delivery schedule, as required.

5.2. The contract shall provide a customer service POC to the CO, COR, and the Facility POC(s) no later than 10 business days after contract award, and updated within 10 business days throughout the life of this contract if there are personnel changes.

5.2.1. At a minimum, the contractor will provide the following information per Section 5.2:

Company Name

Address

Phone Number

Fax Number

Contact Name

Email

6. TASKS/DELIVERY REQUIREMENTS:

6.1. . The contractor shall deliver to the facility, the medical gases identified in Section 1.4 of this Statement of Work, in the frequency identified in that section.

6.2. The Facility POC(s) (Point of Contacts) will contact the Contractor to request refills of all medical gases supplied under this contract, as identified in Section 1.4, on an as needed basis, except those identified as a “weekly” requirement.

6.3. The Facility POC(s) will contact the Contractor to request refills of all medical gases identified with a “weekly” frequency of delivery requirement, as shown in the table in Section 1.4.

6.3.1. The Facility POC(s) will place orders for the “weekly” ordered gases on Mondays and Wednesdays for delivery the next business day.

6.4. Tanks(s) will be filled to maximum functional capacity at each refilling procedure unless otherwise specified in the facility requirements or as agreed upon in a written document signed and dated by the Facility POC.

6.5. The Facility POC(s) is responsible for communicating local issues, such as ordering and delivery instructions, within the terms and conditions of the signed contract. The terms and conditions outlined by this contract cannot be changed without signed modification by the Contracting Officer.

6.6. Prior to first filling, and annually thereafter, the contractor must verify, in writing, the accuracy of all gauges on contractor owned tanks.

6.7. On a quarterly basis, the Contractor shall take an inventory of actual cylinders, on-site at the facilities, to verify the accuracy of inventory counts.

6.8. The Contractor will provide 24/7 emergency contact name(s) and telephone number(s).

6.9. All Medical Gas deliveries shall be made in an enclosed or boxed truck. Empty Government-owned cylinders that are picked up from an ordering facility for re-fill or servicing shall be

transported according to the Department of Transportation Regulations, using normal commercial practice to prevent damage to cylinders.

- 6.10.** In accordance with VHA Patient Safety Alert dated April 5, 2004, all deliveries must be monitored by a qualified and trained technical representative that will be designated by each facility. Contractor will be provided with names and contact information of primary and back-up facility representatives (Facility POCs). This applies to all deliveries regardless of time or day of execution.
- 6.11.** Upon delivery, the delivery driver and facility POC will conduct a cylinder count. Cylinders will be logged in on the Delivery Ticket with the delivery date and driver ID specified. The cylinder delivery will be signed for by both the facility POC and delivery driver. This information will be given to the COR.
- 6.12.** Pickup of empty cylinders, the delivery driver and facility POC will conduct an empty cylinder count. Cylinders picked up will be adjusted on the Delivery Ticket with the pickup date and driver ID specified. The cylinder pick up will be signed for by both the facility POC and delivery driver. This information will be given to the COR.
- 6.13.** The delivery time shall be Monday – Friday between the hours of 8:00am – 4:00pm Local Standard Time, excluding Federal Holidays. Delivery shall be within 24 hours after receipt of order. For delivery requests placed on Fridays, the delivery day shall be the following Monday. All transportation charges for cylinders shall be included in the price of the medical gas. Additional charges such as delivery fees, hazardous materials fees, fuel surcharges, shall NOT be billed to, or collected from, the facilities for orders received under this contract.
- 6.14.** Emergency delivery will be provided within 24 hours after receipt of Government notification. Contractor must respond to the facility by either telephone or email within one hour to confirm receipt of emergency notification to ascertain the nature of the emergency. Emergency status is determined by the Government when conditions warrant, such as an actuated imminent alarm condition, or system leak. **Failure of the contractor to remain current with agreed delivery schedule and requirements does not constitute an “emergency” for purposes of charging an emergency delivery fee.**

7. INVOICING:

- 7.1.** The Contractor shall submit one invoice, monthly, for incurred charges related to medical gas refill and cylinder tank rental fees. The amount charged for cylinder tank rental shall be for the quantity and types of cylinders in facility inventory, as of the last day of the month. The facility shall not be invoiced for tanks for which the facility has requested removal. Medical gas shall be invoiced on the basis of volume for tanks delivered during the invoicing period (one month).

8. NON-REPAIRABLE GOVERNMENT PROPERTY:

- 8.1.** Prior to disposing of non-repairable government-owned cylinders, parts, fittings, and appurtenances, the contractor shall contact the ordering (owning) activity. Contractor shall make disposition in accordance with the ordering activity's instructions.
- 8.2.** Contractor shall be paid for all services performed and authorized by the ordering activity in accordance with the price schedule.
- 8.3.** Contractor shall not charge any additional types of fees for the return of non-repairable cylinders to the ordering activity.

9. CYLINDERS AND OTHER CONTAINERS:

- 9.1.** Laws and regulations: Cylinders and other containers for gaseous and liquid forms of gases shall comply with the Department of Transportation specifications and shall be maintained, filled, marked, labeled, and shipped to comply with current DOT regulations (Title 49 – Transportation, Code of Federal Regulations). Filling, packaging, labeling, for medical gases shall also comply with the Federal Food, Drug, and Cosmetics Act, and the Food, Drug Administration.
- 9.2.** Marking: In addition to marking required by the aforementioned laws and regulations, marking shall comply with CGA Publication C-7 – Guide to Preparation of precautionary Labeling and Marking of Compressed Gas Containers, dated January 01, 2014. <https://www.cganet.com/>
- 9.3.** Color Coding: Cylinders shall be color coded in accordance with CGA Publication C-9 – Standard Color Marking of Compressed Gas Containers Intended for Medical Use, dated September, 2013. <https://www.cganet.com/>
- 9.4.** Valves: Valves shall comply with CGA Safety Bulletin SB-26 dated August, 2014 and CGA Publication V-1 -Compressed Gas Association Standard for Compressed Gas Cylinder Valve Outlet and Inlet Connections, dated May, 2013. Valve protection caps for cylinders designed to receive such caps shall be securely attached to the cylinders in a manner to protect the valves from injury during transit and delivery to the purchaser's receiving area. For liquid containers, all fittings must be permanently brazed to prevent their removal. In addition, each container should contain a 360 degree cryoband applied at the top of the container with the drug product name repeated around the entire container. <https://www.cganet.com/>
- 9.5.** Hydrostatic Testing:
- 9.5.1.** Retest Date: If applicable DOT regulations would require retesting of cylinder within three (3) months after scheduled date of shipment to Continental U.S. destination, or within six (6) months after scheduled date of shipment to overseas destination, cylinder shall be retested. Contractor will be required to retest any Government-owned cylinder when

requested by ordering activity, regardless of scheduled retest date. NOTE: GOV Cylinders have both a 5 Year and a 10 Year Hydrostatic Testing required.

9.5.2.Method: Government-owned cylinders which are eligible for extended hydrostatic retest period, testing by modified hydrostatic method, or visual inspection in lieu of hydrostatic testing, shall be serviced by the most economical means which will comply with Department of Transportation regulations (49 CFR 173) unless otherwise specified by the ordering activity. When modified or reduced DOT test requirements are contingent upon past usage of the cylinders, a written statement from the ordering activity indicating that the cylinders have been used exclusively for a specific gas may be considered acceptable evidence of the cylinders' eligibility for modified testing or inspection.

9.5.3.Hydrostatic testing shall be performed in accordance with CGA's Publication – C-q, Methods For Hydrostatic Testing of Compressed Gas Cylinders, dated September 7, 2004. <https://www.cganet.com/>

9.5.4.Visual inspection shall be performed in accordance with the applicable CGA publications C-6 – Standards for Visual Inspection of Steel Compressed Gas Cylinders, dated August 16, 2005 or C-6.1 – Standards for Visual Inspection of High Pressure Aluminum Compressed Gas Cylinders, dated July 30, 2002. <https://www.cganet.com/>

9.6. Cylinder Sizes: Cylinder sizes shown in the item description indicate product capacity of the cylinder currently being used. All capacities are approximate, and the Government shall be billed only for the actual amount of gas delivered. In accordance with the Federal Food, Drug, and Cosmetic Act, the actual contents of the container must appear on the label:

9.6.1.E-Sized oxygen cylinder – fixed regulator system requirements: Aluminum construction, easy-to-carry handle, minimum flow of 15 LPM, flow rates ranging from 0.25 LPM minimum to 25 LPM, a DISS 50 PSI fitting for transport ventilator hook-up, MRI compatibility and easy to read contents gauge.

9.7. The contractor must submit a list, quarterly, of lost or damaged cylinders to include replacement costs for any and all individual cylinders lost or damaged while in the government facility's custody. Loss of usage must not commence prior to 60 days of notification of any such loss or damage.

9.8. For each contractor-owned cylinder lost or damaged beyond repair while in the Government's possession, the Government shall pay to the Contractor a pre-negotiated fee. These cylinders shall become Government property. If the lost cylinders are found and returned to the Contractor after the Government has paid the Contractor the lost fee, the Contractor shall credit the Government the lost fee.

9.9. Method of Shipment: Empty Government-owned cylinders that are picked up from an ordering facility for re-fill or service shall be transported according to the Department of Transportation Regulations, using normal commercial practice to prevent damage to cylinders.

10. PRICE OF SERVICES FOR GOVERNMENT-OWNED AND CONTRACTOR-OWNED CYLINDERS:

10.1. Services Included in the Price of Gas (Both Government and Contractor-Owned Cylinders): The contractor's price for the gas shall include the furnishing, at no additional cost, of all services which are required at each and every filling of a cylinder to comply with applicable regulations, and specifications. Such services shall include, but not be limited to: tags indicating cylinder as "Full", "In Use", or "Empty"; inspection, testing, evaluation, required at each and every filling; pin-indexing, when required, and attachment of Government-furnished warning tags, when required. Attaching of oxygen cylinders to manifold systems, when required, shall also be performed by the contractor at no additional cost. In addition to services listed in this paragraph, the contractor is responsible for all maintenance and testing of contractor-owned cylinders. Contractor will ensure all tanks are clean free from dirt/rust, i.e. acceptable use both inpatient/outpatient Health Care Environment. It is the respective using facilities responsibility to tag Contractor owned Cylinders by the internal VA user; i.e. cylinders charged against the balances of user entities must be tagged "HOSPITAL, RESEARCH," or "NURSING HOME" to ensure proper inventory control and annotation on daily Delivery Orders to ensure VA entities maintain accountability between separate VA user Accounts.

11. MEASUREMENT AND CONVERSION COMPUTATION, ATMOSPHERIC GASES AND HYDROGEN:

11.1. Density data and volume measurement equivalents printed in CGA Publication P-6 – Standard Density Data, Atmospheric Gases and Hydrogen, dated October, 2012 shall be used when necessary to convert measurement of these gases from one form to another; for example, from cubic feet to gallons. <https://www.cganet.com/>

12. MONTHLY RENTAL OF CONTRACTOR-OWNED CYLINDERS AND LIQUID CONTAINERS:

12.1. When gases are ordered in cylinders or liquid containers owned by the contractor, monthly rental rates shall apply to those cylinders or containers in the possession of the using activity on the specific day of the month (e.g. 15th, 25th, last day,.).

12.2. Cylinders picked up by the contractor's truck: Ordering activities shall notify the contractor of the number and type of empty cylinders ready for return. No rental charges shall be applied to any cylinder five business days (Saturdays, Sundays, and Holidays excluded) after the ordering activity has notified the contractor. The day the contractor is notified is excluded from the five-day period. If the contractor is verbally notified of empty cylinders, the ordering

activity will document the notification by making a record of the date, time, and contractor's representative contacted.

12.3. Cylinders returned by common carrier: Ordering activities returning empty contractor-owned cylinders will immediately notify the contractor in writing of the quantity and size of cylinders and the date they were turned over to the carrier. Rental charges shall not be applied after the date cylinders are picked up by the common carrier.

13. DELIVERY TICKET:

13.1. Each delivery should contain include a delivery ticket covering the following: Contract Number, purchase order number, delivery order number, date of order, date delivered, item number and/or product identification number, the number of cylinders at the facility prior to delivery, the number of cylinders being delivered, the number of cylinders being picked-up, and the number of cylinders at the facility after the delivery has been made..

14. REVIEWS:

14.1. COR or Facility POC(s) will conduct a quarterly inventory to reconcile the number of cylinders on hand to the number of cylinders held on the delivery ticket. A report of the inventory will be provided to the COR, CO and FCLO.

(END OF SOW)

B.3 PRICE/COST SCHEDULE

ITEM INFORMATION

ITEM #	DESCRIPTION OF SUPPLIES/SERVICES	QTY	UNIT	UNIT PRICE	AMOUNT
0001	MEDICAL GAS RENTAL - PERIOD OF CONTRACT 10/1/2017 - 9/30/2018 GASES SPECIFIED IN STATEMENT OF WORK COMPLETE PRICE SCHEDULE IN SECTION D	1.00	EA		
1001	OPTION YEAR 1 MEDICAL GAS RENTAL - PERIOD OF CONTRACT 10/1/2018 - 9/30/2019 GASES SPECIFIED IN STATEMENT OF WORK COMPLETE PRICE SCHEDULE IN SECTION D	1.00	EA		

2001	OPTION YEAR 2 MEDICAL GAS RENTAL - PERIOD OF CONTRACT 10/1/2020 - 9/30/2021 GASES SPECIFIED IN STATEMENT OF WORK COMPLETE PRICE SCHEDULE IN SECTION D	1.00 EA	_____	_____
3001	OPTION YEAR 3 MEDICAL GAS RENTAL - PERIOD OF CONTRACT 10/1/2020 - 9/30/2021 GASES SPECIFIED IN STATEMENT OF WORK COMPLETE PRICE SCHEDULE IN SECTION D	1.00 EA	_____	_____
4001	OPTION YEAR 4 MEDICAL GAS RENTAL - PERIOD OF CONTRACT 10/1/2021 - 9/30/2022 GASES SPECIFIED IN STATEMENT OF WORK COMPLETE PRICE SCHEDULE IN SECTION D	1.00 EA	_____	_____
			GRAND TOTAL	_____

B.4 DELIVERY SCHEDULE

ITEM NUMBER		PERIOD OF PERFORMANCE
0001	MULTIPLE LOCATIONS	10/1/2017 – 9/30/2018
1001	MULTIPLE LOCATIONS	10/1/2018 – 9/30/2019
2001	MULTIPLE LOCATIONS	10/1/2019 – 9/30/2020
3001	MULTIPLE LOCATIONS	10/1/2020 – 9/30/2021
4001	MULTIPLE LOCATIONS	10/1/2021 – 9/30/2022

SECTION C - CONTRACT CLAUSES

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

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

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

C.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

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

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

(End of Clause)

<u>FAR Number</u>	<u>Title</u>	<u>Date</u>
52.203-16	PREVENTING PERSONAL CONFLICTS OF INTEREST	DEC 2011
52.203-17	CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS	APR 2014
52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER	MAY 2011
52.232-40	PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS	DEC 2013
52.237-3	CONTINUITY OF SERVICES	JAN 1991

C.2 52.216-18 ORDERING (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from the effective date of the contract through the end of the effective period.

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

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

(End of Clause)

C.3 52.216-19 ORDER LIMITATIONS (OCT 1995)

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

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

(1) Any order for a single item in excess of \$10,000;

(2) Any order for a combination of items in excess of \$20,000; or

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

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

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 1 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of Clause)

C.4 52.216-21 REQUIREMENTS (OCT 1995)

(a) This is a requirements contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies or services specified in the Schedule are estimates only and are not purchased by this contract. Except as this contract may otherwise provide, if the Government's requirements do not result in orders in the quantities described as "estimated" or "maximum" in the Schedule, that fact shall not constitute the basis for an equitable price adjustment.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. Subject to any limitations in the Order Limitations clause or elsewhere in this contract, the Contractor shall furnish to the Government all supplies or services specified in the Schedule and called for by orders issued in accordance with the Ordering clause. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(c) Except as this contract otherwise provides, the Government shall order from the Contractor all the supplies or services specified in the Schedule that are required to be purchased by the Government activity or activities specified in the Schedule.

(d) The Government is not required to purchase from the Contractor requirements in excess of any limit on total orders under this contract.

(e) If the Government urgently requires delivery of any quantity of an item before the earliest date that delivery may be specified under this contract, and if the Contractor will not accept an order providing for

the accelerated delivery, the Government may acquire the urgently required goods or services from another source.

(f) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after 9/30/2022.

(End of Clause)

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

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

(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 ; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

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

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

(End of Clause)

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

Funds are not presently available for performance under this contract beyond 9/30/2018. The Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond 9/30/2018, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

(End of Clause)

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

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

(End of Clause)

C.9 VAAR 852.219-10 VA NOTICE OF TOTAL SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS SET-ASIDE (JUL 2016)(DEVIATION)

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

(1) Means a small business concern:

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans or eligible surviving spouses (see VAAR 802.201 Surviving Spouse definition);

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

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

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

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

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

(b) *General.*

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

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

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

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

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

(End of Clause)

C.10 VAAR 852.232-72 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS (NOV 2012)

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

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

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

(3) *Electronic form* means an automated system transmitting information electronically according to the accepted electronic data transmission methods and formats identified in paragraph (c) of this clause. Facsimile, email, and scanned documents are not acceptable electronic forms for submission of payment requests.

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

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

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

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

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

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

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

(e) *Exceptions.* If, based on one of the circumstances below, the contracting officer directs that payment requests be made by mail, the contractor shall submit payment requests by mail through the United States Postal Service to the designated agency office. Submission of payment requests by mail may be required for:

(1) Awards made to foreign vendors for work performed outside the United States;

(2) Classified contracts or purchases when electronic submission and processing of payment requests could compromise the safeguarding of classified or privacy information;

(3) Contracts awarded by contracting officers in the conduct of emergency operations, such as responses to national emergencies;

(4) Solicitations or contracts in which the designated agency office is a VA entity other than the VA Financial Services Center in Austin, Texas; or

(5) Solicitations or contracts in which the VA designated agency office does not have electronic invoicing capability as described above.

(End of Clause)

C.11 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 North Carolina. Further, it is agreed that any negligence of the Government, its officers, agents, servants and employees, shall not be the responsibility of the contractor hereunder with the regard to any claims, loss, damage, injury, and liability resulting there from.

(End of Clause)

C.12 VAAR 852.246-70 GUARANTEE (JAN 2008)

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

(End of Clause)

C.13 VAAR 852.246-71 INSPECTION (JAN 2008)

Rejected goods will be held subject to contractors order for not more than 15 days, after which the rejected merchandise will be returned to the contractor's address at his/her risk and expense. Expenses incident to the examination and testing of materials or supplies that have been rejected will be charged to the contractor's account.

(End of Clause)

(End of Addendum to 52.212-4)

C.14 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS—COMMERCIAL ITEMS (JAN 2017)

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

(1) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (JAN 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

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

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

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

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

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

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

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

(4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (OCT 2016) (Pub. L. 109-282) (31 U.S.C. 6101 note).

(5) [Reserved]

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

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

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

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

(10) [Reserved]

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

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

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

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

(13) [Reserved]

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

(ii) Alternate I (NOV 2011).

(iii) Alternate II (NOV 2011).

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

- (ii) Alternate I (Oct 1995) of 52.219-7.
 - (iii) Alternate II (Mar 2004) of 52.219-7.
 - (16) 52.219-8, Utilization of Small Business Concerns (NOV 2016) (15 U.S.C. 637(d)(2) and (3)).
 - (17)(i) 52.219-9, Small Business Subcontracting Plan (JAN 2017) (15 U.S.C. 637(d)(4)).
 - (ii) Alternate I (NOV 2016) of 52.219-9.
 - (iii) Alternate II (NOV 2016) of 52.219-9.
 - (iv) Alternate III (NOV 2016) of 52.219-9.
 - (v) Alternate IV (NOV 2016) of 52.219-9.
 - (18) 52.219-13, Notice of Set-Aside of Orders (NOV 2011) (15 U.S.C. 644(r)).
 - (19) 52.219-14, Limitations on Subcontracting (JAN 2017) (15 U.S.C. 637(a)(14)).
 - (20) 52.219-16, Liquidated Damages—Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).
 - (21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (NOV 2011) (15 U.S.C. 657f).
 - (22) 52.219-28, Post Award Small Business Program Rerepresentation (Jul 2013) (15 U.S.C. 632(a)(2)).
 - (23) 52.219-29, Notice of Set-Aside for, or Sole Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (DEC 2015) (15 U.S.C. 637(m)).
 - (24) 52.219-30, Notice of Set-Aside for, or Sole Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (DEC 2015) (15 U.S.C. 637(m)).
 - (25) 52.222-3, Convict Labor (June 2003) (E.O. 11755).
 - (26) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (OCT 2016) (E.O. 13126).
 - (27) 52.222-21, Prohibition of Segregated Facilities (APR 2015).
 - (28) 52.222-26, Equal Opportunity (SEP 2016) (E.O. 11246).
 - (29) 52.222-35, Equal Opportunity for Veterans (OCT 2015) (38 U.S.C. 4212).
 - (30) 52.222-36, Equal Opportunity for Workers with Disabilities (JUL 2014) (29 U.S.C. 793).
 - (31) 52.222-37, Employment Reports on Veterans (FEB 2016) (38 U.S.C. 4212).
 - (32) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496).
 - (33)(i) 52.222-50, Combating Trafficking in Persons (MAR 2015) (22 U.S.C. chapter 78 and E.O. 13627).
 - (ii) Alternate I (MAR 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).
 - (34) 52.222-54, Employment Eligibility Verification (OCT 2015). (E. O. 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)
 - (35) 52.222-59, Compliance with Labor Laws (Executive Order 13673) (OCT 2016). (Applies at \$50 million for solicitations and resultant contracts issued from October 25, 2016 through April 24, 2017; applies at \$500,000 for solicitations and resultant contracts issued after April 24, 2017).
- Note to paragraph (b)(35):** By a court order issued on October 24, 2016, 52.222-59 is enjoined indefinitely as of the date of the order. The enjoined paragraph will become effective immediately if the court terminates the injunction. At that time, DoD, GSA, and NASA will publish a document in the **Federal Register** advising the public of the termination of the injunction.
- (36) 52.222-60, Paycheck Transparency (Executive Order 13673) (OCT 2016).
 - (37)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (May 2008) (42 U.S.C.6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

- (38) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (JUN 2016) (E.O. 13693).
- (39) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (JUN 2016) (E.O. 13693).
- (ii) Alternate I (MAY 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- (40)(i) 52.223-13, Acquisition of EPEAT®-Registered Imaging Equipment (JUN 2014) (E.O.s 13423 and 13514).
- (ii) Alternate I (OCT 2015) of 52.223-13.
- (41)(i) 52.223-14, Acquisition of EPEAT®-Registered Televisions (JUN 2014) (E.O.s 13423 and 13514).
- (ii) Alternate I (JUN 2014) of 52.223-14.
- (42) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007)(42 U.S.C. 8259b).
- (43)(i) 52.223-16, Acquisition of EPEAT®-Registered Personal Computer Products (OCT 2015) (E.O.s 13423 and 13514).
- (ii) Alternate I (JUN 2014) of 52.223-16.
- (44) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011)
- (45) 52.223-20, Aerosols (JUN 2016) (E.O. 13693).
- (46) 52.223-21, Foams (JUN 2016) (E.O. 13693).
- (47) (i) 52.224-3, Privacy Training (JAN 2017) (5 U.S.C. 552a).
- (ii) Alternate I (JAN 2017) of 52.224-3.
- (48) 52.225-1, Buy American—Supplies (MAY 2014) (41 U.S.C. chapter 83).
- (49)(i) 52.225-3, Buy American—Free Trade Agreements—Israeli Trade Act (MAY 2014) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).
- (ii) Alternate I (MAY 2014) of 52.225-3.
- (iii) Alternate II (MAY 2014) of 52.225-3.
- (iv) Alternate III (MAY 2014) of 52.225-3.
- (50) 52.225-5, Trade Agreements (OCT 2016) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).
- (51) 52.225-13, Restrictions on Certain Foreign Purchases (JUN 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
- (52) 52.225-26, Contractors Performing Private Security Functions Outside the United States (OCT 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).
- (53) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).
- (54) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).
- (55) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).
- (56) 52.232-30, Installment Payments for Commercial Items (JAN 2017) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).
- (57) 52.232-33, Payment by Electronic Funds Transfer—System for Award Management (Jul 2013) (31 U.S.C. 3332).
- (58) 52.232-34, Payment by Electronic Funds Transfer—Other than System for Award Management (Jul 2013) (31 U.S.C. 3332).

- (59) 52.232-36, Payment by Third Party (MAY 2014) (31 U.S.C. 3332).
- (60) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).
- (61) 52.242-5, Payments to Small Business Subcontractors (JAN 2017)(15 U.S.C. 637(d)(12)).
- (62)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631).
- (ii) Alternate I (Apr 2003) of 52.247-64.

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

- (1) 52.222-17, Nondisplacement of Qualified Workers (MAY 2014) (E.O. 13495).
- (2) 52.222-41, Service Contract Labor Standards (MAY 2014) (41 U.S.C. chapter 67).
- (3) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(End of Clause)

SECTION D - CONTRACT DOCUMENTS, EXHIBITS, OR ATTACHMENTS

Price Schedule

Base Year

Material Number	Item Number	Est. Qty.	UOM	Unit Price	Extended Price
ACMC	Acetylene D Cylinder	48	CY		
AI USPE	Air Compressed, CGA Type 1, Medical, Size E Cylinder	504	CY		
AI USPEA	Air Compressed, CGA Type 1, Medical, Size E Cylinder, Aluminum	60	CY		
AR 300LT230	Argon Ind Liq 300LT 230 PSI	24	CY		
ARPP6K	ARGON Hi Purity/Hi Pressure 6000 PSI Size 200 (99.998%)	1617	CY		
CD 50	Carbon Dioxide 200 CGA 320 Tank product (used to refill station owned tank)	48	CY		
CD USP50	Carbon Dioxide, Medicinal Grade A, Size G Cylinder	268	CY		
CD USP50S	Carbon Dioxide W/Syphon, Size H Tank	12	CY		
CD USPE	Carbon Dioxide, Medicinal Grade A, Size E Cylinder	45	CY		
HE HP6K	Helium High Purity/Hi Pressure 6000 PSI, size 200 (99.995%)	1827	CY		
HE USP200	Helium, Size H Cylinder	24	CY		
NI NFDEWARREFILL	Liquid Nitrogen, 10 Litre Cylinder	20	CY		
NI NFDEWARREFILL	Liquid Nitrogen, 25 Litre Cylinder	75	CY		
NI NFDEWARREFILL	Liquid Nitrogen, 30 Litre Cylinder	10	CY		
NI NFDEWARREFILL	Liquid Nitrogen, 35 Litre Cylinder	10	CY		
NI UHP 200	CYL Nitrogen High Purity 200 CGA 580	24	CY		

NI UHP 300	CYL Nitrogen High Purity 300 CGA 580	12	CY		
NI NF200	MEDICAL NITROGEN SIZE 200	112	CY		
NI NF300	MEDICAL NITROGEN SIZE 300	12	CY		
NS USP 20	CYL Nitrous Oxide USP 20 LBS	36	CY		
NS USP56	Nitrous Oxide, Size G Cylinder	144	CY		
NS USPE	Nitrous Oxide, Size E Cylinder	156	CY		
OX USP250	Oxygen Medical, Size H Cylinder	506	CY		
OX USPD	Oxygen Medical, Size D Cylinder	12	CY		
OX USPE	Oxygen, Medicial, Size E Cylinder	1711	CY		
OX USPEA	Oxygen, Medicial, Size E Cylinder, Aluminum	100	CY		
OX USPEAMRI	Oxygen, Medicial, Size E Cylinder, MRI Compatible	48	CY		
OX USPEAWBDS	Oxygen Gas, E Size (walkabout)	5606	CY		
OXUSPEAWB MRI	Oxygen USP Medical Pure EA CGA VIPR	166	CY		
Z03NI804ME3065	BLOOD GAS MIX 3PT SIZE E	142	CY		
Z04NI685ME3016	Lung Diffusion Gas, Size E	36	CY		
Z04NI7852003060	Lung Diffusion: 3% Gas Certified, 3% Carbon Monoxide, 3% Methane, 21% Oxygen, Balance Nitrogen, Size H175 Cylinder	84	CY		
EMERGENCY DELIVERY FEE	(as defined in SOW Section 5.8 & as approved by the customer authorizing emergency delivery)	12	EA		
Grand Total:					

Option Year 1

Material Number	Item Number	Est. Qyt.	UOM	Unit Price	Extended Price
ACMC	Acetylene D Cylinder	48	CY		
AI USPE	Air Compressed, CGA Type 1, Medical, Size E Cylinder	504	CY		
AI USPEA	Air Compressed, CGA Type 1, Medical, Size E Cylinder, Aluminum	60	CY		
AR 300LT230	Argon Ind Liq 300LT 230 PSI	24	CY		
ARPP6K	ARGON Hi Purity/Hi Pressure 6000 PSI Size 200 (99.998%)	1617	CY		
CD 50	Carbon Dioxide 200 CGA 320 Tank product (used to refill station owned tank)	48	CY		
CD USP50	Carbon Dioxide, Medicinal Grade A, Size G Cylinder	268	CY		
CD USP50S	Carbon Dioxide W/Syphon, Size H Tank	12	CY		
CD USPE	Carbon Dioxide, Medicinal Grade A, Size E Cylinder	45	CY		
HE HP6K	Helium High Purity/Hi Pressure 6000 PSI, size 200 (99.995%)	1827	CY		
HE USP200	Helium, Size H Cylinder	24	CY		
NI NFDEWARREFILL	Liquid Nitrogen, 10 Litre Cylinder	20	CY		
NI NFDEWARREFILL	Liquid Nitrogen, 25 Litre Cylinder	75	CY		
NI NFDEWARREFILL	Liquid Nitrogen, 30 Litre Cylinder	10	CY		
NI NFDEWARREFILL	Liquid Nitrogen, 35 Litre Cylinder	10	CY		
NI UHP 200	CYL Nitrogen High Purity 200 CGA 580	24	CY		
NI UHP 300	CYL Nitrogen High Purity 300 CGA 580	12	CY		
NI NF200	MEDICAL NITROGEN SIZE 200	112	CY		

NI NF300	MEDICAL NITROGEN SIZE 300	12	CY		
NS USP 20	CYL Nitrous Oxide USP 20 LBS	36	CY		
NS USP56	Nitrous Oxide, Size G Cylinder	144	CY		
NS USPE	Nitrous Oxide, Size E Cylinder	156	CY		
OX USP250	Oxygen Medical, Size H Cylinder	506	CY		
OX USPD	Oxygen Medical, Size D Cylinder	12	CY		
OX USPE	Oxygen, Medicial, Size E Cylinder	1711	CY		
OX USPEA	Oxygen, Medicial, Size E Cylinder, Aluminum	100	CY		
OX USPEAMRI	Oxygen, Medicial, Size E Cylinder, MRI Compatible	48	CY		
OX USPEAWBDS	Oxygen Gas, E Size (walkabout)	5606	CY		
OXUSPEAWB MRI	Oxygen USP Medical Pure EA CGA VIPR	166	CY		
Z03NI804ME3065	BLOOD GAS MIX 3PT SIZE E	142	CY		
Z04NI685ME3016	Lung Diffusion Gas, Size E	36	CY		
Z04NI7852003060	Lung Diffusion: 3% Gas Certified, 3% Carbon Monoxide, 3% Methane, 21% Oxygen, Balance Nitrogen, Size H175 Cylinder	84	CY		
EMERGENCY DELIVERY FEE	(as defined in SOW Section 5.8 & as approved by the customer authorizing emergency delivery)	12	EA		
				Grand Total:	

Option Year 2

Material Number	Item Number	Est. Qty.	UOM	Unit Price	Extended Price
ACMC	Acetylene D Cylinder	48	CY		
AI USPE	Air Compressed, CGA Type 1, Medical, Size E Cylinder	504	CY		
AI USPEA	Air Compressed, CGA Type 1, Medical, Size E Cylinder, Aluminum	60	CY		
AR 300LT230	Argon Ind Liq 300LT 230 PSI	24	CY		
ARPP6K	ARGON Hi Purity/Hi Pressure 6000 PSI Size 200 (99.998%)	1617	CY		
CD 50	Carbon Dioxide 200 CGA 320 Tank product (used to refill station owned tank)	48	CY		
CD USP50	Carbon Dioxide, Medicinal Grade A, Size G Cylinder	268	CY		
CD USP50S	Carbon Dioxide W/Syphon, Size H Tank	12	CY		
CD USPE	Carbon Dioxide, Medicinal Grade A, Size E Cylinder	45	CY		
HE HP6K	Helium High Purity/Hi Pressure 6000 PSI, size 200 (99.995%)	1827	CY		
HE USP200	Helium, Size H Cylinder	24	CY		
NI NFDEWARREFILL	Liquid Nitrogen, 10 Litre Cylinder	20	CY		
NI NFDEWARREFILL	Liquid Nitrogen, 25 Litre Cylinder	75	CY		
NI NFDEWARREFILL	Liquid Nitrogen, 30 Litre Cylinder	10	CY		
NI NFDEWARREFILL	Liquid Nitrogen, 35 Litre Cylinder	10	CY		
NI UHP 200	CYL Nitrogen High Purity 200 CGA 580	24	CY		
NI UHP 300	CYL Nitrogen High Purity 300 CGA 580	12	CY		
NI NF200	MEDICAL NITROGEN SIZE 200	112	CY		

NI NF300	MEDICAL NITROGEN SIZE 300	12	CY		
NS USP 20	CYL Nitrous Oxide USP 20 LBS	36	CY		
NS USP56	Nitrous Oxide, Size G Cylinder	144	CY		
NS USPE	Nitrous Oxide, Size E Cylinder	156	CY		
OX USP250	Oxygen Medical, Size H Cylinder	506	CY		
OX USPD	Oxygen Medical, Size D Cylinder	12	CY		
OX USPE	Oxygen, Medicial, Size E Cylinder	1711	CY		
OX USPEA	Oxygen, Medicial, Size E Cylinder, Aluminum	100	CY		
OX USPEAMRI	Oxygen, Medicial, Size E Cylinder, MRI Compatible	48	CY		
OX USPEAWBDS	Oxygen Gas, E Size (walkabout)	5606	CY		
OXUSPEAWB MRI	Oxygen USP Medical Pure EA CGA VIPR	166	CY		
Z03NI804ME3065	BLOOD GAS MIX 3PT SIZE E	142	CY		
Z04NI685ME3016	Lung Diffusion Gas, Size E	36	CY		
Z04NI7852003060	Lung Diffusion: 3% Gas Certified, 3% Carbon Monoxide, 3% Methane, 21% Oxygen, Balance Nitrogen, Size H175 Cylinder	84	CY		
EMERGENCY DELIVERY FEE	(as defined in SOW Section 5.8 & as approved by the customer authorizing emergency delivery)	12	EA		
				Grand Total:	

Option Year 3

Material Number	Item Number	Est. Qyt.	UOM	Unit Price	Extended Price
ACMC	Acetylene D Cylinder	48	CY		
AI USPE	Air Compressed, CGA Type 1, Medical, Size E Cylinder	504	CY		
AI USPEA	Air Compressed, CGA Type 1, Medical, Size E Cylinder, Aluminum	60	CY		
AR 300LT230	Argon Ind Liq 300LT 230 PSI	24	CY		
ARPP6K	ARGON Hi Purity/Hi Pressure 6000 PSI Size 200 (99.998%)	1617	CY		
CD 50	Carbon Dioxide 200 CGA 320 Tank product (used to refill station owned tank)	48	CY		
CD USP50	Carbon Dioxide, Medicinal Grade A, Size G Cylinder	268	CY		
CD USP50S	Carbon Dioxide W/Syphon, Size H Tank	12	CY		
CD USPE	Carbon Dioxide, Medicinal Grade A, Size E Cylinder	45	CY		
HE HP6K	Helium High Purity/Hi Pressure 6000 PSI, size 200 (99.995%)	1827	CY		
HE USP200	Helium, Size H Cylinder	24	CY		
NI NFDEWARREFILL	Liquid Nitrogen, 10 Litre Cylinder	20	CY		
NI NFDEWARREFILL	Liquid Nitrogen, 25 Litre Cylinder	75	CY		
NI NFDEWARREFILL	Liquid Nitrogen, 30 Litre Cylinder	10	CY		
NI NFDEWARREFILL	Liquid Nitrogen, 35 Litre Cylinder	10	CY		
NI UHP 200	CYL Nitrogen High Purity 200 CGA 580	24	CY		
NI UHP 300	CYL Nitrogen High Purity 300 CGA 580	12	CY		
NI NF200	MEDICAL NITROGEN SIZE 200	112	CY		

NI NF300	MEDICAL NITROGEN SIZE 300	12	CY		
NS USP 20	CYL Nitrous Oxide USP 20 LBS	36	CY		
NS USP56	Nitrous Oxide, Size G Cylinder	144	CY		
NS USPE	Nitrous Oxide, Size E Cylinder	156	CY		
OX USP250	Oxygen Medical, Size H Cylinder	506	CY		
OX USPD	Oxygen Medical, Size D Cylinder	12	CY		
OX USPE	Oxygen, Medicial, Size E Cylinder	1711	CY		
OX USPEA	Oxygen, Medicial, Size E Cylinder, Aluminum	100	CY		
OX USPEAMRI	Oxygen, Medicial, Size E Cylinder, MRI Compatible	48	CY		
OX USPEAWBDS	Oxygen Gas, E Size (walkabout)	5606	CY		
OXUSPEAWB MRI	Oxygen USP Medical Pure EA CGA VIPR	166	CY		
Z03NI804ME3065	BLOOD GAS MIX 3PT SIZE E	142	CY		
Z04NI685ME3016	Lung Diffusion Gas, Size E	36	CY		
Z04NI7852003060	Lung Diffusion: 3% Gas Certified, 3% Carbon Monoxide, 3% Methane, 21% Oxygen, Balance Nitrogen, Size H175 Cylinder	84	CY		
EMERGENCY DELIVERY FEE	(as defined in SOW Section 5.8 & as approved by the customer authorizing emergency delivery)	12	EA		
				Grand Total:	

Option Year 4

Material Number	Item Number	Est. Qyt.	UOM	Unit Price	Extended Price
ACMC	Acetylene D Cylinder	48	CY		
AI USPE	Air Compressed, CGA Type 1, Medical, Size E Cylinder	504	CY		
AI USPEA	Air Compressed, CGA Type 1, Medical, Size E Cylinder, Aluminum	60	CY		
AR 300LT230	Argon Ind Liq 300LT 230 PSI	24	CY		
ARPP6K	ARGON Hi Purity/Hi Pressure 6000 PSI Size 200 (99.998%)	1617	CY		
CD 50	Carbon Dioxide 200 CGA 320 Tank product (used to refill station owned tank)	48	CY		
CD USP50	Carbon Dioxide, Medicinal Grade A, Size G Cylinder	268	CY		
CD USP50S	Carbon Dioxide W/Syphon, Size H Tank	12	CY		
CD USPE	Carbon Dioxide, Medicinal Grade A, Size E Cylinder	45	CY		
HE HP6K	Helium High Purity/Hi Pressure 6000 PSI, size 200 (99.995%)	1827	CY		
HE USP200	Helium, Size H Cylinder	24	CY		
NI NFDEWARREFILL	Liquid Nitrogen, 10 Litre Cylinder	20	CY		
NI NFDEWARREFILL	Liquid Nitrogen, 25 Litre Cylinder	75	CY		
NI NFDEWARREFILL	Liquid Nitrogen, 30 Litre Cylinder	10	CY		
NI NFDEWARREFILL	Liquid Nitrogen, 35 Litre Cylinder	10	CY		
NI UHP 200	CYL Nitrogen High Purity 200 CGA 580	24	CY		
NI UHP 300	CYL Nitrogen High Purity 300 CGA 580	12	CY		
NI NF200	MEDICAL NITROGEN SIZE 200	112	CY		

NI NF300	MEDICAL NITROGEN SIZE 300	12	CY		
NS USP 20	CYL Nitrous Oxide USP 20 LBS	36	CY		
NS USP56	Nitrous Oxide, Size G Cylinder	144	CY		
NS USPE	Nitrous Oxide, Size E Cylinder	156	CY		
OX USP250	Oxygen Medical, Size H Cylinder	506	CY		
OX USPD	Oxygen Medical, Size D Cylinder	12	CY		
OX USPE	Oxygen, Medicial, Size E Cylinder	1711	CY		
OX USPEA	Oxygen, Medicial, Size E Cylinder, Aluminum	100	CY		
OX USPEAMRI	Oxygen, Medicial, Size E Cylinder, MRI Compatible	48	CY		
OX USPEAWBDS	Oxygen Gas, E Size (walkabout)	5606	CY		
OXUSPEAWB MRI	Oxygen USP Medical Pure EA CGA VIPR	166	CY		
Z03NI804ME3065	BLOOD GAS MIX 3PT SIZE E	142	CY		
Z04NI685ME3016	Lung Diffusion Gas, Size E	36	CY		
Z04NI7852003060	Lung Diffusion: 3% Gas Certified, 3% Carbon Monoxide, 3% Methane, 21% Oxygen, Balance Nitrogen, Size H175 Cylinder	84	CY		
EMERGENCY DELIVERY FEE	(as defined in SOW Section 5.8 & as approved by the customer authorizing emergency delivery)	12	EA		
				Grand Total:	

SECTION E - SOLICITATION PROVISIONS

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

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

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

Subpart 13.5 Simplified Procedures for Certain Commercial Items

This procurement is being conducted under the Subpart 13.5 where simplified acquisition procedures apply and the conduct of the procurement will be in accordance with Parts 12, 13 or 15 of the FAR or some combination thereof. Subpart 13.5 authorizes use of simplified procedures for the acquisition of supplies and services in amounts greater than the simplified acquisition threshold but not exceeding \$7 million (\$13 million for acquisitions as described in 13.500(c)), including options if the Contracting Officer reasonably expects, based on the nature of the supplies or services sought, and on market research, that quotes will include only commercial items.

Contracting Officers may use any simplified acquisition procedure in this part, subject to any specific dollar limitation applicable to the particular procedure. The purpose of these simplified procedures is to vest contracting officers with additional procedural discretion and flexibility, so that commercial item acquisitions in this dollar range may be solicited, offered, evaluated, and awarded in a simplified manner that maximizes efficiency and economy and minimizes burden and administrative costs for both the Government and industry ([10 U.S.C. 2304\(g\)](#) and 2305 and 41 U.S.C. 3305, 3306, and chapter 37, Awarding of Contracts).

Instructions: Quotes should be submitted electronically to Jamie Sullivan at Jamie.sullivan4@va.gov. Offerors are responsible for ensuring that their quotes have been received. Questions shall be submitted electronically. No questions will be answered after September 22, 2017 at 1:00 PM EST.

A complete offer shall include:

1. A completed section 17a of the SF1449.
2. A completed section B of the solicitation or a quote addressing all CLINS and items in SOW

Basis of Award:

Quotes will be evaluated on the basis of Lowest Price Technically Acceptable. Technical acceptability will be evaluated by an expert to determine vendor's compliance with all aspects of the SOW and compliance with regulatory requirements specified in the SOW. The evaluation process shall proceed as follows:

1. Initially, offers shall be ranked according to price, including option prices if applicable. An offeror's proposed price will be determined by multiplying the quantities identified in the pricing schedule by the proposed unit price for each contract line item to confirm the extended amount for each item. The extended amounts will be added together to determine the total evaluated price.

2. Next, the lowest priced offer shall be evaluated for technical acceptability. This is a Brand Name or Equal requirement. Technical acceptability shall be evaluated on a pass/fail basis considering whether the proposed product meets or exceeds the salient characteristics of the Rockland brand pajamas listed in the cost price schedule.
3. If the lowest priced offer is determined technically acceptable, and that offer represents the best value to the government, the evaluation process stops at this point. Award shall be made to that offeror without further consideration of any other offers.
4. If the lowest priced offer is not determined technically acceptable, the next lowest priced offer will be evaluated for technical acceptability and the process will continue in order by price until an offer is judged technically acceptable.

(End of Provision)

E.1 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.2 52.217-5 EVALUATION OF OPTIONS (JUL 1990)

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

(End of Provision)

E.3 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:

Hand-Carried Address:

Department of Veterans Affairs

Contracting Office
Network Contracting Office 6
100 Emancipation Drive
Hampton VA 23667
Mailing Address:

Department of Veterans Affairs

Contracting Office

Network Contracting Office 6
100 Emancipation Drive
Hampton VA 23667

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

(End of Provision)

E.4 VAAR 852.233-70 PROTEST CONTENT/ALTERNATIVE DISPUTE RESOLUTION (JAN 2008)

(a) Any protest filed by an interested party shall:

- (1) Include the name, address, fax number, and telephone number of the protester;
- (2) Identify the solicitation and/or contract number;
- (3) Include an original signed by the protester or the protester's representative and at least one copy;
- (4) Set forth a detailed statement of the legal and factual grounds of the protest, including a description of resulting prejudice to the protester, and provide copies of relevant documents;
- (5) Specifically request a ruling of the individual upon whom the protest is served;
- (6) State the form of relief requested; and
- (7) Provide all information establishing the timeliness of the protest.

(b) Failure to comply with the above may result in dismissal of the protest without further consideration.

(c) Bidders/offerors and contracting officers are encouraged to use alternative dispute resolution (ADR) procedures to resolve protests at any stage in the protest process. If ADR is used, the Department of Veterans Affairs will not furnish any documentation in an ADR proceeding beyond what is allowed by the Federal Acquisition Regulation.

(End of Provision)

E.5 VAAR 852.233-71 ALTERNATE PROTEST PROCEDURE (JAN 1998)

As an alternative to filing a protest with the contracting officer, an interested party may file a protest with the Deputy Assistant Secretary for Acquisition and Materiel Management, Acquisition Administration Team, Department of Veterans Affairs, 810 Vermont Avenue, NW., Washington, DC 20420, or for solicitations issued by the Office of Construction and Facilities Management, the Director, Office of Construction and Facilities Management, 810 Vermont Avenue, NW., Washington, DC 20420. The protest will not be considered if the interested party has a protest on the same or similar issues pending with the contracting officer.

(End of Provision)

E.6 VAAR 852.270-1 REPRESENTATIVES OF CONTRACTING OFFICERS (JAN 2008)

The contracting officer reserves the right to designate representatives to act for him/her in furnishing technical guidance and advice or generally monitor the work to be performed under this contract. Such designation will be in writing and will define the scope and limitation of the designee's authority. A copy of the designation shall be furnished to the contractor.

(End of Provision)

(End of Addendum to 52.212-1)

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

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

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

Administrative merits determination means certain notices or findings of labor law violations issued by an enforcement agency following an investigation. An administrative merits determination may be final or be subject to appeal or further review. To determine whether a particular notice or finding is covered by this definition, it is necessary to consult section II.B. in the DOL Guidance.

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

Civil judgment means—

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

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

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

Economically disadvantaged women-owned small business (EDWOSB) concern means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States

and who are economically disadvantaged in accordance with 13 CFR part 127. It automatically qualifies as a women-owned small business eligible under the WOSB Program.

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

- (1) Department of Labor Wage and Hour Division (WHD) for—
 - (i) The Fair Labor Standards Act;
 - (ii) The Migrant and Seasonal Agricultural Worker Protection Act;
 - (iii) 40 U.S.C. chapter 31, subchapter IV, formerly known as the Davis-Bacon Act;
 - (iv) 41 U.S.C. chapter 67, formerly known as the Service Contract Act;
 - (v) The Family and Medical Leave Act; and
 - (vi) E.O. 13658 of February 12, 2014 (Establishing a Minimum Wage for Contractors);
- (2) Department of Labor Occupational Safety and Health Administration (OSHA) for—
 - (i) The Occupational Safety and Health Act of 1970; and
 - (ii) OSHA-approved State Plans;
- (3) Department of Labor Office of Federal Contract Compliance Programs (OFCCP) for—
 - (i) Section 503 of the Rehabilitation Act of 1973;
 - (ii) The Vietnam Era Veterans' Readjustment Assistance Act of 1972 and the Vietnam Era Veterans' Readjustment Assistance Act of 1974; and
 - (iii) E.O. 11246 of September 24, 1965 (Equal Employment Opportunity);
- (4) National Labor Relations Board (NLRB) for the National Labor Relations Act; and
- (5) Equal Employment Opportunity Commission (EEOC) for—
 - (i) Title VII of the Civil Rights Act of 1964;
 - (ii) The Americans with Disabilities Act of 1990;
 - (iii) The Age Discrimination in Employment Act of 1967; and
 - (iv) Section 6(d) of the Fair Labor Standards Act (Equal Pay Act).

Forced or indentured child labor means all work or service—

- (1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or
- (2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

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

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

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

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

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

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

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

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

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

Place of manufacture means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the

Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

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

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

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

“Sensitive technology”—

- (1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically—
 - (i) To restrict the free flow of unbiased information in Iran; or
 - (ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and
- (2) Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit pursuant to section 203(b)(3) of the International Emergency Economic Powers Act (50 U.S.C. 1702(b)(3)).

Service-disabled veteran-owned small business concern—

- (1) Means a small business concern—
 - (i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and
 - (ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.
- (2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

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

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

- (1) Is at least 51 percent unconditionally and directly owned (as defined at 13 CFR 124.105) by—
 - (i) One or more socially disadvantaged (as defined at 13 CFR 124.103) and economically disadvantaged (as defined at 13 CFR 124.104) individuals who are citizens of the United States; and
 - (ii) Each individual claiming economic disadvantage has a net worth not exceeding \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and
- (2) The management and daily business operations of which are controlled (as defined at 13 CFR 124.106) by individuals, who meet the criteria in paragraphs (1)(i) and (ii) of this definition.

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

- (1) Directly by a parent corporation; or
- (2) Through another subsidiary of a parent corporation.

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

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

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

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

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

- (1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and
- (2) Whose management and daily business operations are controlled by one or more women.

Women-owned small business (WOSB) concern eligible under the WOSB Program (in accordance with 13 CFR part 127), means a small business concern that is at least 51 percent directly and unconditionally

owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States.

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

(b)(1) *Annual Representations and Certifications.* Any changes provided by the offeror in paragraph (b)(2) of this provision do not automatically change the representations and certifications posted on the SAM website.

(2) The offeror has completed the annual representations and certifications electronically via the SAM website access through <http://www.acquisition.gov>. After reviewing the SAM database information, the offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications—Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs .

(c) Offerors must complete the following representations when the resulting contract will be performed in the United States or its outlying areas. Check all that apply.

(1) *Small business concern.* The offeror represents as part of its offer that it [] is, [] is not a small business concern.

(2) *Veteran-owned small business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents as part of its offer that it [] is, [] is not a veteran-owned small business concern.

(3) *Service-disabled veteran-owned small business concern.* [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.] The offeror represents as part of its offer that it [] is, [] is not a service-disabled veteran-owned small business concern.

(4) *Small disadvantaged business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it [] is, [] is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(5) *Women-owned small business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it [] is, [] is not a women-owned small business concern.

(6) WOSB concern eligible under the WOSB Program. [Complete only if the offeror represented itself as a women-owned small business concern in paragraph (c)(5) of this provision.] The offeror represents that—

(i) It [] is, [] is not a WOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It [] is, [] is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(6)(i) of this provision is accurate for each WOSB concern eligible under the WOSB Program participating in the joint venture. [*The offeror shall enter the name or names of the WOSB concern eligible under the WOSB Program and other small businesses that are participating in the joint venture: _____.*] Each WOSB concern eligible under the WOSB Program participating in the joint venture shall submit a separate signed copy of the WOSB representation.

(7) Economically disadvantaged women-owned small business (EDWOSB) concern. [*Complete only if the offeror represented itself as a WOSB concern eligible under the WOSB Program in (c)(6) of this provision.*] The offeror represents that—

(i) It [] is, [] is not an EDWOSB concern, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It [] is, [] is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(7)(i) of this provision is accurate for each EDWOSB concern participating in the joint venture. [*The offeror shall enter the name or names of the EDWOSB concern and other small businesses that are participating in the joint venture: _____.*] Each EDWOSB concern participating in the joint venture shall submit a separate signed copy of the EDWOSB representation.

Note: Complete paragraphs (c)(8) and (c)(9) only if this solicitation is expected to exceed the simplified acquisition threshold.

(8) *Women-owned business concern (other than small business concern).* [*Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.*] The offeror represents that it [] is a women-owned business concern.

(9) *Tie bid priority for labor surplus area concerns.* If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:

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

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

(ii) It [] is, [] is not a joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for the HUBZone small business

concern or concerns that are participating in the joint venture. [The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture:_____.] Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

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

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

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

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

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

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

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

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

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

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

(2) Foreign End Products:

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

_____	_____
_____	_____
_____	_____

[List as necessary]

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

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

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

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

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

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

[List as necessary]

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

Other Foreign End Products:

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

_____	_____
_____	_____
_____	_____

[List as necessary]

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

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

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

Canadian End Products:

Line Item No.

[List as necessary]

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

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

Canadian or Israeli End Products:

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

[List as necessary]

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

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

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

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

[List as necessary]

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

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

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

Other End Products:

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

[List as necessary]

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

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

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

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

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

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

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

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

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

(ii) *Examples.*

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

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

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

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

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

(1) *Listed end products.*

Listed End Product Listed Countries of Origin

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

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

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

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

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

(2) Outside the United States.

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

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

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

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

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

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

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

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

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

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

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

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

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

(l) *Taxpayer Identification Number (TIN)* (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to the SAM database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (l)(3) through (l)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) *Taxpayer Identification Number (TIN)*.

TIN: _____.

TIN has been applied for.

TIN is not required because:

Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

Offeror is an agency or instrumentality of a foreign government;

Offeror is an agency or instrumentality of the Federal Government.

(4) *Type of organization.*

Sole proprietorship;

Partnership;

Corporate entity (not tax-exempt);

Corporate entity (tax-exempt);

Government entity (Federal, State, or local);

Foreign government;

International organization per 26 CFR 1.6049-4;

Other _____.

(5) *Common parent.*

Offeror is not owned or controlled by a common parent;

Name and TIN of common parent:

Name _____.

TIN _____.

(m) *Restricted business operations in Sudan.* By submission of its offer, the offeror certifies that the offeror does not conduct any restricted business operations in Sudan.

(n) *Prohibition on Contracting with Inverted Domestic Corporations.*

(1) Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with either an inverted domestic corporation, or a subsidiary of an inverted domestic corporation, unless the exception at 9.108-2(b) applies or the requirement is waived in accordance with the procedures at 9.108-4.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Immediate owner CAGE code: _____.

Immediate owner legal name: _____.

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

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

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

Highest-level owner CAGE code: _____.

Highest-level owner legal name: _____.

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

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

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

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

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

(2) The Offeror represents that—

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

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

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

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

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

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

Predecessor legal name: _____.

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

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

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

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

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

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

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

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

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

(1) The labor law violated.

(2) The case number, inspection number, charge number, docket number, or other unique identification number.

(3) The date rendered.

(4) The name of the court, arbitrator(s), agency, board, or commission that rendered the determination or decision;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(u)(1) In accordance with section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions), Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with an entity that requires employees or subcontractors of such entity seeking to report waste, fraud, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

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

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

(End of Provision)

E.8 VAAR 852.273-72 ALTERNATE EVALUATION (JAN 2003)

The Government will award a contract resulting from this solicitation to the responsible offeror submitting the lowest priced offer that conforms to the solicitation. At the end of the specified time period for receipt of offers, the responsible offeror submitting the lowest priced offer will be in line for award. IAW VAAR 812.302 Tailoring of Provisions and Clauses for the Acquisition of Commercial items, this contract will be awarded using a Lowest Price Technically Acceptable (LPTA) approach. Technical ability will be evaluated as Acceptable/Unacceptable, Pass/Fail, or Go/No-Go. Tradeoffs are not permitted.

(End of Provision)