

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30						1. REQUISITION NO.		PAGE 1 OF					
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NO.		5. SOLICITATION NUMBER VA118A-17-R-0517		6. SOLICITATION ISSUE DATE 09-13-2017					
7. FOR SOLICITATION INFORMATION CALL:		a. NAME Lino Vera				b. TELEPHONE NO. (No Collect Calls) 512 981 4415		8. OFFER DUE DATE/LOCAL TIME 09-25-2017 3:00 PM CST					
9. ISSUED BY Department of Veterans Affairs Office of Acquisition Operations Technology Acquisition Center - Austin 1701 Directors Blvd, Suite 600 Austin TX 78744				CODE		10. THIS ACQUISITION IS <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS		<input type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE: _____ % FOR: <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM NAICS: <input type="checkbox"/> EDWOSB SIZE STANDARD: <input type="checkbox"/> 8(A)					
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input checked="" type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS				<input type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		13b. RATING N/A					
15. DELIVER TO Department of Veterans Affairs Office of Acquisition Operations Technology Acquisition Center - Austin 1701 Directors Blvd, Suite 600 Austin TX 78744				CODE		16. ADMINISTERED BY Department of Veterans Affairs Office of Acquisition Operations Technology Acquisition Center - Austin 1701 Directors Blvd, Suite 600 Austin TX 78744							
17a. CONTRACTOR/OFFEROR		CODE		FACILITY CODE		18a. PAYMENT WILL BE MADE BY Department of Veteran Affairs Financial Services Center P.O. Box 149971 Austin TX 78714-8971 PHONE: (877) 353-9791 FAX:							
TELEPHONE NO.		DUNS:		DUNS+4:		18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM							
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER													
19. ITEM NO.		20. SCHEDULE OF SUPPLIES/SERVICES				21. QUANTITY		22. UNIT		23. UNIT PRICE		24. AMOUNT	
		(Use Reverse and/or Attach Additional Sheets as Necessary)											
25. ACCOUNTING AND APPROPRIATION DATA								26. TOTAL AWARD AMOUNT (For Govt. Use Only) \$0.00					
<input checked="" type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA								<input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.					
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA								<input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED					
<input type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN _____ COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED								<input type="checkbox"/> 29. AWARD OF CONTRACT: REF. _____ OFFER DATED _____. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN IS ACCEPTED AS TO ITEMS:					
30a. SIGNATURE OF OFFEROR/CONTRACTOR						31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)							
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)				30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT)				31c. DATE SIGNED			

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 36C10A

Department of Veterans Affairs

Office of Acquisition Operations

Technology Acquisition Center - Austin

1701 Directors Blvd, Suite 600

Austin TX 78744

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 ☒ Upon receipt, but monthly for CLINs

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 Veteran Affairs

Financial Services Center

P.O. Box 149971

Austin TX 78714-8971

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

AMENDMENT NO	DATE

B.2 PRICE/COST SCHEDULE

0001	Brand Name WaveMark EiRTLS License and Maintenance - Ann Arbor, MI Part Number: OTF-INSL See Product Description for details IFCAP PO #: TBD Inspection/Acceptance/FOB: Destination Period of Performance: October 1, 2017 – September 30, 2018 Deliver electronic copy to: John.michael5@va.gov 513 906-0071	1	EA	\$ _____	\$ _____
0002	Brand Name WaveMark Support Services - Ann Arbor, MI Part Number: Sub-Gen See Product Description for details IFCAP PO #: TBD Inspection/Acceptance/FOB: Destination Period of Performance: October 1, 2017 – September 30, 2018 Deliver electronic copy to:	1	EA	\$ _____	\$ _____

	John.michael5@va.gov 513 906-0071				
0003	Brand Name WaveMark Interface Software Maintenance - Ann Arbor, MI Part Number: Sub-Gen See Product Description for details IFCAP PO #: TBD Inspection/Acceptance/FOB: Destination Period of Performance: October 1, 2017 – September 30, 2018 Deliver electronic copy to: John.michael5@va.gov 513 906-0071	1	EA	\$ _____	\$ _____
0004	Brand Name WaveMark RFID Equipment Maintenance for Ann Arbor, MI See Product Description for details IFCAP PO #: TBD Inspection/Acceptance/FOB: Destination Period of Performance: October 1, 2017 – September 30, 2018 Deliver electronic copy to: John.michael5@va.gov 513 906-0071	12	MO	\$ _____	\$ _____
0005	Brand Name WaveMark EiRTLS License and Maintenance - Indianapolis, IN Part Number: OTF-INSL	1	EA	\$ _____	\$ _____

	<p>See Product Description for details</p> <p>IFCAP PO #: TBD</p> <p>Inspection/Acceptance/FOB: Destination</p> <p>Period of Performance: October 1, 2017 – September 30, 2018</p> <p>Deliver electronic copy to: John.michael5@va.gov 513 906-0071</p>				
0006	<p>Brand Name WaveMark</p> <p>Support Services – Indianapolis, IN</p> <p>Part Number: Sub-Gen</p> <p>See Product Description for details</p> <p>IFCAP PO #: TBD</p> <p>Inspection/Acceptance/FOB: Destination</p> <p>Period of Performance: October 1, 2017 – September 30, 2018</p> <p>Deliver electronic copy to: John.michael5@va.gov 513 906-0071</p>	1	EA	\$ _____	\$ _____
0007	<p>Brand Name WaveMark</p> <p>Interface Software Maintenance - Indianapolis</p> <p>Part Number: Sub-Gen</p> <p>See Product Description for details</p> <p>IFCAP PO #: TBD</p> <p>Inspection/Acceptance/FOB: Destination</p> <p>Period of Performance:</p>	1	EA	\$ _____	\$ _____

	<p>October 1, 2017 – September 30, 2018</p> <p>Deliver electronic copy to: John.michael5@va.gov 513 906-0071</p>				
0008	<p>Brand Name WaveMark</p> <p>RFID Equipment Maintenance for Indianapolis, IN</p> <p>See Product Description for details</p> <p>IFCAP PO #: TBD</p> <p>Inspection/Acceptance/FOB: Destination</p> <p>Period of Performance: October 1, 2017 – September 30, 2018</p> <p>Deliver electronic copy to: John.michael5@va.gov 513 906-0071</p>	12	MO	\$ _____	\$ _____
0009	<p>Brand Name WaveMark</p> <p>EiRTLS License and Maintenance - Detroit, MI</p> <p>Part Number: OTF-INSL</p> <p>See Product Description for details</p> <p>IFCAP PO #: TBD</p> <p>Inspection/Acceptance/FOB: Destination</p> <p>Period of Performance: October 1, 2017 – September 30, 2018</p> <p>Deliver electronic copy to: John.michael5@va.gov 513 906-0071</p>	1	EA	\$ _____	\$ _____
0010	<p>Brand Name WaveMark</p> <p>Support Services - Detroit, MI</p>	1	EA	\$ _____	\$ _____

	Part Number: Sub-Gen See Product Description for details IFCAP PO #: TBD Inspection/Acceptance/FOB: Destination Period of Performance: October 1, 2017 – September 30, 2018 Deliver electronic copy to: John.michael5@va.gov 513 906-0071				
0011	Brand Name WaveMark Interface Software Maintenance - Detroit, MI Part Number: Sub-Gen See Product Description for details IFCAP PO #: TBD Inspection/Acceptance/FOB: Destination Period of Performance: October 1, 2017 – September 30, 2018 Deliver electronic copy to: John.michael5@va.gov 513 906-0071	1	EA	\$ _____	\$ _____
0012	Brand Name WaveMark RFID Equipment Maintenance for Detroit, MI See Product Description for details IFCAP PO #: TBD Inspection/Acceptance/FOB: Destination	12	MO	\$ _____	\$ _____

	Period of Performance: October 1, 2017 – September 30, 2018 Deliver electronic copy to: John.michael5@va.gov 513 906-0071				
0013	Brand Name WaveMark EiRTLS License - Cincinnati, OH Part Number: OTF-INSL See Product Description for details IFCAP PO #: TBD Inspection/Acceptance/FOB: Destination Delivery: To be coordinated with the COR, but no later than January 1, 2018 Deliver electronic copy to: John.michael5@va.gov 513 906-0071	1	EA	\$ _____	\$ _____
0014	Brand Name WaveMark EiRTLS License - Dayton, OH Part Number: OTF-INSL See Product Description for details IFCAP PO #: TBD Inspection/Acceptance/FOB: Destination Delivery: To be coordinated with the COR, but no later than December 1, 2017 Deliver electronic copy to: John.michael5@va.gov	1	EA	\$ _____	\$ _____

	513 906-0071				
0015	Brand Name WaveMark EiRTLS License - Cleveland, OH Part Number: OTF-INSL See Product Description for details IFCAP PO #: TBD Inspection/Acceptance/FOB: Destination Delivery: To be coordinated with the COR, but no later than January 1, 2018 Deliver electronic copy to: John.michael5@va.gov 513 906-0071	1	EA	\$_____	\$_____
0016	Brand Name Wavemark Barcode Module - Cincinnati, OH Part Number: OTF-INSL See Product Description for details IFCAP PO #: TBD Inspection/Acceptance/FOB: Destination Delivery: To be coordinated with the COR, but no later than January 1, 2018 Deliver electronic copy to: John.michael5@va.gov 513 906-0071	1	EA	\$_____	\$_____
0017	Brand Name Wavemark Barcode Module - Dayton, OH Part Number: OTF-INSL	1	EA	\$_____	\$_____

	<p>See Product Description for details</p> <p>IFCAP PO #: TBD</p> <p>Inspection/Acceptance/FOB: Destination</p> <p>Delivery:</p> <p>To be coordinated with the COR, but no later than December 1, 2017</p> <p>Deliver electronic copy to: John.michael5@va.gov 513 906-0071</p>				
0018	<p>Brand Name Wavemark</p> <p>Barcode Module - Cleveland, OH</p> <p>Part Number: OTF-INSL</p> <p>See Product Description for details</p> <p>IFCAP PO #: TBD</p> <p>Inspection/Acceptance/FOB: Destination</p> <p>Delivery:</p> <p>To be coordinated with the COR, but no later than January 1, 2018</p> <p>Deliver electronic copy to: John.michael5@va.gov 513 906-0071</p>	1	EA	\$ _____	\$ _____
0019	<p>Brand Name WaveMark</p> <p>EiRTLS GIP Interface License - Cincinnati, OH</p> <p>Part Number: OTF-INSL</p> <p>See Product Description for details</p> <p>IFCAP PO #: TBD</p> <p>Inspection/Acceptance/FOB:</p>	1	EA	\$ _____	\$ _____

	Destination Delivery: To be coordinated with the COR, but no later than January 1, 2018 Deliver electronic copy to: John.michael5@va.gov 513 906-0071				
0020	Brand Name WaveMark EiRTLS GIP Interface License - Dayton, OH Part Number: 1OTF-INSL See Product Description for details IFCAP PO #: TBD Inspection/Acceptance/FOB: Destination Delivery: To be coordinated with the COR, but no later than December 1, 2017 Deliver electronic copy to: John.michael5@va.gov 513 906-0071	1	EA	\$_____	\$_____
0021	Brand Name WaveMark EiRTLS GIP Interface License - Cleveland, OH Part Number: OTF-INSL See Product Description for details IFCAP PO #: TBD Inspection/Acceptance/FOB: Destination Delivery:	1	EA	\$_____	\$_____

	<p>To be coordinated with the COR, but no later than January 1, 2018</p> <p>Deliver electronic copy to: John.michael5@va.gov 513 906-0071</p>				
0021AA	<p>Brand Name WaveMark</p> <p>EiRTLS VistA Patient Interface License Cincinnati See Product Description for details</p> <p>IFCAP PO #: TBD</p> <p>Inspection/Acceptance/FOB: Destination</p> <p>Delivery:</p> <p>To be coordinated with the COR, but no later than January 1, 2018</p> <p>Deliver electronic copy to: John.michael5@va.gov 513 906-0071</p>	1	EA		
0021AB	<p>Brand Name WaveMark</p> <p>EiRTLS VistA Patient Interface License Dayton See Product Description for details</p> <p>IFCAP PO #: TBD</p> <p>Inspection/Acceptance/FOB: Destination</p> <p>Delivery:</p> <p>To be coordinated with the COR, but no later than January 1, 2018</p> <p>Deliver electronic copy to: John.michael5@va.gov 513 906-0071</p>	1	EA		
0021AC	<p>Brand Name WaveMark</p> <p>EiRTLS VistA Patient Interface License Cleveland See Product Description for details</p>	1	EA		

	<p>IFCAP PO #: TBD</p> <p>Inspection/Acceptance/FOB: Destination</p> <p>Delivery:</p> <p>To be coordinated with the COR, but no later than January 1, 2018</p> <p>Deliver electronic copy to: John.michael5@va.gov 513 906-0071</p>				
0021AD	<p>Brand Name WaveMark</p> <p>EiRTLS VistA Employee Interface License Cincinnati</p> <p>See Product Description for details</p> <p>IFCAP PO #: TBD</p> <p>Inspection/Acceptance/FOB: Destination</p> <p>Delivery:</p> <p>To be coordinated with the COR, but no later than January 1, 2018</p> <p>Deliver electronic copy to: John.michael5@va.gov 513 906-0071</p>	1	EA		
0021AE	<p>Brand Name WaveMark</p> <p>EiRTLS VistA Employee Interface License Dayton</p> <p>See Product Description for details</p> <p>IFCAP PO #: TBD</p> <p>Inspection/Acceptance/FOB: Destination</p> <p>Delivery:</p> <p>To be coordinated with the COR, but</p>	1	EA		

	no later than January 1, 2018 Deliver electronic copy to: John.michael5@va.gov 513 906-0071				
0021AF	Brand Name WaveMark EiRTLS VistA Employee Interface License Cleveland See Product Description for details IFCAP PO #: TBD Inspection/Acceptance/FOB: Destination Delivery: To be coordinated with the COR, but no later than January 1, 2018 Deliver electronic copy to: John.michael5@va.gov 513 906-0071	1	EA		
0021AG	Brand Name WaveMark CART - CL Interface License Cincinnati See Product Description for details IFCAP PO #: TBD Inspection/Acceptance/FOB: Destination Delivery: To be coordinated with the COR, but no later than January 1, 2018 Deliver electronic copy to: John.michael5@va.gov 513 906-0071	1	EA		
0021AH	Brand Name WaveMark CART - CL Interface License Dayton	1	EA		

	<p>See Product Description for details</p> <p>IFCAP PO #: TBD</p> <p>Inspection/Acceptance/FOB: Destination</p> <p>Delivery:</p> <p>To be coordinated with the COR, but no later than January 1, 2018</p> <p>Deliver electronic copy to: John.michael5@va.gov 513 906-0071</p>				
0021AI	<p>Brand Name WaveMark</p> <p>CART - CL Interface License Cleveland</p> <p>See Product Description for details</p> <p>IFCAP PO #: TBD</p> <p>Inspection/Acceptance/FOB: Destination</p> <p>Delivery:</p> <p>To be coordinated with the COR, but no later than January 1, 2018</p> <p>Deliver electronic copy to: John.michael5@va.gov 513 906-0071</p>	1	EA		
0022	<p>Brand Name Wavemark</p> <p>RFID Equipment Maintenance (Cincinnati Site)</p> <p>Part Number: SUB-GEN</p> <p>See Product Description for details</p> <p>IFCAP PO #: TBD</p> <p>Inspection/Acceptance/FOB: Destination</p>	12	MO	\$_____	\$_____

	Period of Performance: 12 months from date of installation Deliver electronic copy to: John.michael5@va.gov 513 906-0071				
0023	Brand Name Wavemark RFID Equipment Maintenance (Dayton Site) Part Number: SUB-GEN See Product Description for details IFCAP PO #: TBD Inspection/Acceptance/FOB: Destination Period of Performance: 12 months from date of installation Deliver electronic copy to: John.michael5@va.gov 513 906-0071	12	MO	\$ _____	\$ _____
0024	Brand Name Wavemark RFID Equipment Maintenance (Cleveland Site) Part Number: SUB-GEN See Product Description for details IFCAP PO #: TBD Inspection/Acceptance/FOB: Destination Period of Performance: 12 months from date of installation Deliver electronic copy to: John.michael5@va.gov 513 906-0071	12	MO	\$ _____	\$ _____
0025	Brand Name Wavemark EiRTLS License Maintenance	1	EA	\$ _____	\$ _____

	(Cincinnati Site) Part Number: SUB-GEN See Product Description for details IFCAP PO #: TBD Inspection/Acceptance/FOB: Destination Period of Performance: 12 months from date of installation Deliver electronic copy to: John.michael5@va.gov 513 906-0071				
0026	Brand Name Wavemark EiRTLS License Maintenance (Dayton Site) Part Number: SUB-GEN See Product Description for details IFCAP PO #: TBD Inspection/Acceptance/FOB: Destination Period of Performance: 12 months from date of installation Deliver electronic copy to: John.michael5@va.gov 513 906-0071	1	EA	\$ _____	\$ _____
0027	Brand Name Wavemark EiRTLS License Maintenance (Cleveland Site) Part Number: SUB-GEN See Product Description for details IFCAP PO #: TBD	1	EA	\$ _____	\$ _____

	Inspection/Acceptance/FOB: Destination Period of Performance: 12 months from date of installation Deliver electronic copy to: John.michael5@va.gov 513 906-0071				
0028	Brand Name Wavemark Barcode Modules Maintenance (Cincinnati Site) Part Number: SUB-GEN See Product Description for details IFCAP PO #: TBD Inspection/Acceptance/FOB: Destination Period of Performance: 12 months from date of installation Deliver electronic copy to: John.michael5@va.gov 513 906-0071	1	EA	\$_____	\$_____
0029	Brand Name Wavemark Barcode Modules Maintenance (Dayton Site) Part Number: SUB-GEN See Product Description for details IFCAP PO #: TBD Inspection/Acceptance/FOB: Destination Period of Performance: 12 months from date of installation	1	EA	\$_____	\$_____

	Deliver electronic copy to: John.michael5@va.gov 513 906-0071				
0030	Brand Name Wavemark Barcode Modules Maintenance (Cleveland Site) Part Number: SUB-GEN See Product Description for details IFCAP PO #: TBD Inspection/Acceptance/FOB: Destination Period of Performance: 12 months from date of installation Deliver electronic copy to: John.michael5@va.gov 513 906-0071	1	EA	\$ _____	\$ _____
0031	Brand Name Wavemark Interface Maintenance (Cincinnati Site) Part Number: SUB-GEN See Product Description for details IFCAP PO #: TBD Inspection/Acceptance/FOB: Destination Period of Performance: 12 months from date of installation Deliver electronic copy to: John.michael5@va.gov 513 906-0071	1	EA	\$ _____	\$ _____
0032	Brand Name Wavemark	1	EA	\$ _____	\$ _____

	<p>Interface Maintenance (Dayton Site)</p> <p>Part Number: SUB-GEN</p> <p>See Product Description for details</p> <p>IFCAP PO #: TBD</p> <p>Inspection/Acceptance/FOB: Destination</p> <p>Period of Performance: 12 months from date of installation</p> <p>Deliver electronic copy to: John.michael5@va.gov 513 906-0071</p>				
0033	<p>Brand Name Wavemark</p> <p>Interface Maintenance (Cleveland Site)</p> <p>Part Number: SUB-GEN</p> <p>See Product Description for details</p> <p>IFCAP PO #: TBD</p> <p>Inspection/Acceptance/FOB: Destination</p> <p>Period of Performance: 12 months from date of installation</p> <p>Deliver electronic copy to: John.michael5@va.gov 513 906-0071</p>	1	EA	\$ _____	\$ _____
0034	<p>Brand Name Wavemark</p> <p>Support Services (Cincinnati Ohio Site)</p> <p>Part Number: SUB-GEN</p> <p>See Product Description for details</p>	1	EA	\$ _____	\$ _____

	IFCAP PO #: TBD Inspection/Acceptance/FOB: Destination Period of Performance: 12 months from date of installation Deliver electronic copy to: John.michael5@va.gov				
0035	Brand Name Wavemark Support Services (Dayton Ohio Site) Part Number: SUB-GEN See Product Description for details IFCAP PO #: TBD Inspection/Acceptance/FOB: Destination Period of Performance: 12 months from date of installation Deliver electronic copy to: John.michael5@va.gov	1	EA	\$_____	\$_____
0036	Brand Name Wavemark Support Services (Cleveland Ohio Site) Part Number: SUB-GEN See Product Description for details IFCAP PO #: TBD Inspection/Acceptance/FOB: Destination Period of Performance: 12 months from date of installation Deliver electronic copy to:	1	EA	\$_____	\$_____

	John.michael5@va.gov				
0037	Brand Name Wavemark Cardinal Health Professional Services - Consulting (1 Day), Cincinnati Part Number: OTF-INSL See paragraph 1.1 of the Product Description for details IFCAP PO #: TBD Inspection/Acceptance/FOB: Destination Delivery: To be coordinated with the COR, but no later than March1, 2018 Deliver to: John.michael5@va.gov 513 906-0071	1	JB	\$_____	\$_____
0037AA	Brand Name Wavemark Cardinal Health Professional Services - Consulting (1 Day), Dayton Part Number: OTF-INSL See paragraph 1.1 of the Product Description for details IFCAP PO #: TBD Inspection/Acceptance/FOB: Destination Delivery: To be coordinated with the COR, but no later than March1, 2018 Deliver to: John.michael5@va.gov 513 906-0071	1	JB	\$_____	\$_____
0037AB	Brand Name Wavemark	1	JB	\$_____	\$_____

	<p>Cardinal Health Professional Services - Consulting (1 Day), Cleveland</p> <p>Part Number: OTF-INSL</p> <p>See paragraph 1.1 of the Product Description for details</p> <p>IFCAP PO #: TBD</p> <p>Inspection/Acceptance/FOB: Destination</p> <p>Delivery:</p> <p>To be coordinated with the COR, but no later than March1, 2018</p> <p>Deliver to: John.michael5@va.gov 513 906-0071</p>				
0038	<p>Brand Name Wavemark</p> <p>Cardinal Health Professional Services - Execution (1 Day), Cincinnati</p> <p>Part Number: OTF-INSL</p> <p>See paragraph 1.1 Product Description for details</p> <p>IFCAP PO #: TBD</p> <p>Inspection/Acceptance/FOB: Destination</p> <p>Delivery:</p> <p>To be coordinated with the COR, but no later than March 1, 2018</p> <p>Deliver to: John.michael5@va.gov 513 906-0071</p>	1	JB	\$_____	\$_____
0038AA	<p>Brand Name Wavemark</p> <p>Cardinal Health Professional Services - Execution (1 Day), Dayton</p>	1	JB	\$_____	\$_____

	Part Number: OTF-INSL See paragraph 1.1 Product Description for details IFCAP PO #: TBD Inspection/Acceptance/FOB: Destination Delivery: To be coordinated with the COR, but no later than March 1, 2018 Deliver to: John.michael5@va.gov 513 906-0071				
0038AB	Brand Name Wavemark Cardinal Health Professional Services - Execution (1 Day), Cleveland Part Number: OTF-INSL See paragraph 1.1 Product Description for details IFCAP PO #: TBD Inspection/Acceptance/FOB: Destination Delivery: To be coordinated with the COR, but no later than March 1, 2018 Deliver to: John.michael5@va.gov 513 906-0071	1	JB	\$ _____	\$ _____
0039	Brand Name Wavemark 5 Shelf Cabinet Part Number: HF1500-CE IFCAP PO #: TBD	7	EA	\$ _____	\$ _____

	Inspection/Acceptance/FOB: Destination Delivery: To be coordinated with the COR, but no later than January 1, 2018 Deliver to: As provided in the Product Description				
0040	Brand Name Wavemark 5 Shelf Cabinet, Manual Doors Part Number: HF1500DM-CE IFCAP PO #: TBD Inspection/Acceptance/FOB: Destination Delivery: To be coordinated with the COR, but no later than January 1, 2018 Deliver to: As provided in the Product Description	18	EA	\$ _____	\$ _____
0041	Brand Name Wavemark Cabinet, Hanging with Upper Shelf Part Number: HFC1500-SHBBBS-CE IFCAP PO #: TBD Inspection/Acceptance/FOB: Destination Delivery: To be coordinated with the COR, but	5	EA	\$ _____	\$ _____

	no later than January 1, 2018 Deliver to: As provided in the Product Description				
0042	Brand Name Wavemark Cabinet, Hanging with Upper Shelf, Manual Doors Part Number: HFC1500DM-SHBBBSCE IFCAP PO #: TBD Inspection/Acceptance/FOB: Destination Delivery: To be coordinated with the COR, but no later than January 1, 2018 Deliver to: As provided in the Product Description	13	EA	\$ _____	\$ _____
0043	Brand Name Wavemark Cabinet, Hanging Products Part Number: HFH1500-CE IFCAP PO #: TBD Inspection/Acceptance/FOB: Destination Delivery: To be coordinated with the COR, but no later than January 1, 2018 Deliver to:	1	EA	\$ _____	\$ _____

	As provided in the Product Description				
0044	Brand Name Wavemark Cabinet, Hanging Products, Manual Doors Part Number: HFH1500DM-CE IFCAP PO #: TBD Inspection/Acceptance/FOB: Destination Delivery: To be coordinated with the COR, but no later than January 1, 2018 Deliver to: As provided in the Product Description	6	EA	\$ _____	\$ _____
0045	Brand Name Wavemark Cabinet, Standing Products Part Number HFS1500-CE IFCAP PO #: TBD Inspection/Acceptance/FOB: Destination Delivery: To be coordinated with the COR, but no later than January 1, 2018 Deliver to: As provided in the Product Description	0	EA	\$ _____	\$ _____
0046	Brand Name Wavemark XPOS2 Station USB (White)	7	EA	\$ _____	\$ _____

	Part Number: XPOS2-USB-BTV-CE IFCAP PO #: TBD Inspection/Acceptance/FOB: Destination Delivery: To be coordinated with the COR, but no later than January 1, 2018 Deliver to: As provided in the Product Description				
0047	Brand Name Wavemark Tagging Station with VA Laptop Part Number: TM-STATION-TAA IFCAP PO #: TBD Inspection/Acceptance/FOB: Destination Delivery: To be coordinated with the COR, but no later than January 1, 2018 Deliver to: As provided in the Product Description	6	EA	\$ _____	\$ _____
0048	Brand Name Wavemark Laptop, VA Compatible Part Number: 90-0102-R IFCAP PO #: TBD Inspection/Acceptance/FOB: Destination	6	EA	\$ _____	\$ _____

	Delivery: To be coordinated with the COR, but no later than January 1, 2018 Deliver to: As provided in the Product Description				
0049	Brand Name Wavemark Tags - Square (2,000) Part Number: TAG-SQ-CAH-CET IFCAP PO #: TBD Inspection/Acceptance/FOB: Destination Delivery: To be coordinated with the COR, but no later than January 1, 2018 Deliver to: As provided in the Product Description	19	EA	\$_____	\$_____
0050	Brand Name Wavemark Tags - Spine (1000) Part Number: TAG-SPINE-CAH-CET)20 IFCAP PO #: TBD Inspection/Acceptance/FOB: Destination Delivery: To be coordinated with the COR, but no later than January 1, 2018	10	EA	\$_____	\$_____

	Deliver to: As provided in the Product Description				
0051	Brand Name Wavemark Tags - Hanging(100) Part Number: TAG-HANGM-CAH-CET IFCAP PO #: TBD Inspection/Acceptance/FOB: Destination Delivery: To be coordinated with the COR, but no later than January 1, 2018 Deliver to: As provided in the Product Description	38	EA	\$_____	\$_____
0052	Brand Name Wavemark Tags – Foil Pouch (25) Part Number: TAG-POUCH-CAH-CET IFCAP PO #: TBD Inspection/Acceptance/FOB: Destination Delivery: To be coordinated with the COR, but no later than January 1, 2018 Deliver to: As provided in the Product	22	EA	\$_____	\$_____

	Description				
Total for Base Year					\$TBP
Option Period Number One: Option for an additional 12 months IAW FAR 52.217-9, Option to Extend the Term of the Contract					
1001	Brand Name WaveMark EiRTLS License and Maintenance - Ann Arbor, MI Part Number: OTF-INSL See Product Description for details IFCAP PO #: TBD Inspection/Acceptance/FOB: Destination Period of Performance: October 1, 2018 – September 30, 2019 Deliver electronic copy to: John.michael5@va.gov 513 906-0071	1	EA	\$_____	\$_____
1002	Brand Name WaveMark Support Services - Ann Arbor, MI Part Number: Sub-Gen See Product Description for details IFCAP PO #: TBD Inspection/Acceptance/FOB: Destination Period of Performance: October 1, 2018 – September 30, 2019 Deliver electronic copy to: John.michael5@va.gov 513 906-0071	1	EA	\$_____	\$_____
1003	Brand Name WaveMark	1	EA	\$_____	\$_____

	<p>Interface Software Maintenance - Ann Arbor, MI</p> <p>Part Number: Sub-Gen</p> <p>See Product Description for details</p> <p>IFCAP PO #: TBD</p> <p>Inspection/Acceptance/FOB: Destination</p> <p>Period of Performance: October 1, 2018 – September 30, 2019</p> <p>Deliver electronic copy to: John.michael5@va.gov 513 906-0071</p>				
1004	<p>Brand Name WaveMark</p> <p>RFID Equipment Maintenance for Ann Arbor, MI</p> <p>See Product Description for details</p> <p>IFCAP PO #: TBD</p> <p>Inspection/Acceptance/FOB: Destination</p> <p>Period of Performance: October 1, 2018 – September 30, 2019</p> <p>Deliver electronic copy to: John.michael5@va.gov 513 906-0071</p>	12	MO	\$ _____	\$ _____
1005	<p>Brand Name WaveMark</p> <p>EiRTLS License and Maintenance - Indianapolis, IN</p> <p>Part Number: OTF-INSL</p> <p>See Product Description for details</p> <p>IFCAP PO #: TBD</p>	1	EA	\$ _____	\$ _____

	Inspection/Acceptance/FOB: Destination Period of Performance: October 1, 2018 – September 30, 2019 Deliver electronic copy to: John.michael5@va.gov 513 906-0071				
1006	Brand Name WaveMark Support Services – Indianapolis, IN Part Number: Sub-Gen See Product Description for details IFCAP PO #: TBD Inspection/Acceptance/FOB: Destination Period of Performance: October 1, 2018 – September 30, 2019 Deliver electronic copy to: John.michael5@va.gov 513 906-0071	1	EA	\$ _____	\$ _____
1007	Brand Name WaveMark Interface Software Maintenance - Indianapolis Part Number: Sub-Gen See Product Description for details IFCAP PO #: TBD Inspection/Acceptance/FOB: Destination Period of Performance: October 1, 2018 – September 30, 2019 Deliver electronic copy to:	1	EA	\$ _____	\$ _____

	John.michael5@va.gov 513 906-0071				
1008	Brand Name WaveMark RFID Equipment Maintenance for Indianapolis, IN See Product Description for details IFCAP PO #: TBD Inspection/Acceptance/FOB: Destination Period of Performance: October 1, 2018 – September 30, 2019 Deliver electronic copy to: John.michael5@va.gov 513 906-0071	12	MO	\$ _____	\$ _____
1009	Brand Name WaveMark EiRTLS License and Maintenance - Detroit, MI Part Number: OTF-INSL See Product Description for details IFCAP PO #: TBD Inspection/Acceptance/FOB: Destination Period of Performance: October 1, 2018 – September 30, 2019 Deliver electronic copy to: John.michael5@va.gov 513 906-0071	1	EA	\$ _____	\$ _____
1010	Brand Name WaveMark Support Services - Detroit, MI Part Number: Sub-Gen See Product Description for details	1	EA	\$ _____	\$ _____

	IFCAP PO #: TBD Inspection/Acceptance/FOB: Destination Period of Performance: October 1, 2018 – September 30, 2019 Deliver electronic copy to: John.michael5@va.gov 513 906-0071				
1011	Brand Name WaveMark Interface Software Maintenance - Detroit, MI Part Number: Sub-Gen See Product Description for details IFCAP PO #: TBD Inspection/Acceptance/FOB: Destination Period of Performance: October 1, 2018 – September 30, 2019 Deliver electronic copy to: John.michael5@va.gov 513 906-0071	1	EA	\$ _____	\$ _____
1012	Brand Name WaveMark RFID Equipment Maintenance for Detroit, MI See Product Description for details IFCAP PO #: TBD Inspection/Acceptance/FOB: Destination Period of Performance: October 1, 2018 – September 30, 2019	12	MO	\$ _____	\$ _____

	Deliver electronic copy to: John.michael5@va.gov 513 906-0071				
1022	Brand Name Wavemark RFID Equipment Maintenance (Cincinnati Site) Part Number: SUB-GEN See Product Description for details IFCAP PO #: TBD Inspection/Acceptance/FOB: Destination Period of Performance: End of CLIN 0022 through September 30, 2019 For purposes of this quote, assume a start date of January 1, 2019, when actual start date is known a modification will be issued to reflect actual price. Price will be determined by pro-rating the price by taking the yearly price, multiply by 1/365, then multiply by the actual number of days in the known POP. Deliver electronic copy to: John.michael5@va.gov 513 906-0071	12	MO	\$ _____	\$ _____
1023	Brand Name Wavemark RFID Equipment Maintenance (Dayton Site) Part Number: SUB-GEN See Product Description for details IFCAP PO #: TBD Inspection/Acceptance/FOB:	12	MO	\$ _____	\$ _____

	<p>Destination</p> <p>Period of Performance: End of CLIN 0023 through September 30, 2019</p> <p>For purposes of this quote, assume a start date of January 1, 2019, when actual start date is known a modification will be issued to reflect actual price.</p> <p>Price will be determined by pro-rating the price by taking the yearly price, multiply by 1/365, then multiply by the actual number of days in the known POP.</p> <p>Deliver electronic copy to: John.michael5@va.gov 513 906-0071</p>				
1024	<p>Brand Name Wavemark</p> <p>RFID Equipment Maintenance (Cleveland Site)</p> <p>Part Number: SUB-GEN</p> <p>See Product Description for details</p> <p>IFCAP PO #: TBD</p> <p>Inspection/Acceptance/FOB: Destination</p> <p>Period of Performance: End of CLIN 0024 through September 30, 2019</p> <p>For purposes of this quote, assume a start date of January 1, 2019, when actual start date is known a modification will be issued to reflect actual price.</p> <p>Price will be determined by pro-rating the price by taking the yearly price, multiply by 1/365, then multiply by the actual number of days in the known</p>	12	MO	\$_____	\$_____

	POP. Deliver electronic copy to: John.michael5@va.gov 513 906-0071				
1025	Brand Name Wavemark EiRTLS License Maintenance (Cincinnati Site) Part Number: SUB-GEN See Product Description for details IFCAP PO #: TBD Inspection/Acceptance/FOB: Destination Period of Performance: End of CLIN 0025 through September 30, 2019 For purposes of this quote, assume a start date of January 1, 2019, when actual start date is known a modification will be issued to reflect actual price. Price will be determined by pro-rating the price by taking the yearly price, multiply by 1/365, then multiply by the actual number of days in the known POP. Deliver electronic copy to: John.michael5@va.gov 513 906-0071	1	EA	\$ _____	\$ _____
1026	Brand Name Wavemark EiRTLS License Maintenance (Dayton Site) Part Number: SUB-GEN See Product Description for details IFCAP PO #: TBD	1	EA	\$ _____	\$ _____

	Inspection/Acceptance/FOB: Destination Period of Performance: End of CLIN 0026 through September 30, 2019 For purposes of this quote, assume a start date of January 1, 2019, when actual start date is known a modification will be issued to reflect actual price. Price will be determined by pro-rating the price by taking the yearly price, multiply by 1/365, then multiply by the actual number of days in the known POP. Deliver electronic copy to: John.michael5@va.gov 513 906-0071				
0027	Brand Name Wavemark EiRTLS License Maintenance (Cleveland Site) Part Number: SUB-GEN See Product Description for details IFCAP PO #: TBD Inspection/Acceptance/FOB: Destination Period of Performance: End of CLIN 0027 through September 30, 2019 For purposes of this quote, assume a start date of January 1, 2019, when actual start date is known a modification will be issued to reflect actual price. Price will be determined by pro-rating the price by taking the yearly price, multiply by 1/365, then multiply by the	1	EA	\$_____	\$_____

	<p>actual number of days in the known POP.</p> <p>Deliver electronic copy to: John.michael5@va.gov 513 906-0071</p>				
1028	<p>Brand Name Wavemark</p> <p>Barcode Modules Maintenance (Cincinnati Site)</p> <p>Part Number: SUB-GEN</p> <p>See Product Description for details</p> <p>IFCAP PO #: TBD</p> <p>Inspection/Acceptance/FOB: Destination</p> <p>Period of Performance: End of CLIN 0028 through September 30, 2019</p> <p>For purposes of this quote, assume a start date of January 1, 2019, when actual start date is known a modification will be issued to reflect actual price.</p> <p>Price will be determined by pro-rating the price by taking the yearly price, multiply by 1/365, then multiply by the actual number of days in the known POP.</p> <p>Deliver electronic copy to: John.michael5@va.gov 513 906-0071</p>	1	EA	\$ _____	\$ _____
1029	<p>Brand Name Wavemark</p> <p>Barcode Modules Maintenance (Dayton Site)</p> <p>Part Number: SUB-GEN</p> <p>See Product Description for details</p> <p>IFCAP PO #: TBD</p>	1	EA	\$ _____	\$ _____

	<p>Inspection/Acceptance/FOB: Destination</p> <p>Period of Performance: End of CLIN 0029 through September 30, 2019</p> <p>For purposes of this quote, assume a start date of January 1, 2019, when actual start date is known a modification will be issued to reflect actual price.</p> <p>Price will be determined by pro-rating the price by taking the yearly price, multiply by 1/365, then multiply by the actual number of days in the known POP.</p> <p>Deliver electronic copy to: John.michael5@va.gov 513 906-0071</p>				
1030	<p>Brand Name Wavemark</p> <p>Barcode Modules Maintenance (Cleveland Site)</p> <p>Part Number: SUB-GEN</p> <p>See Product Description for details</p> <p>IFCAP PO #: TBD</p> <p>Inspection/Acceptance/FOB: Destination</p> <p>Period of Performance: End of CLIN 0030 through September 30, 2019</p> <p>For purposes of this quote, assume a start date of January 1, 2019, when actual start date is known a modification will be issued to reflect actual price.</p> <p>Price will be determined by pro-rating the price by taking the yearly price,</p>	1	EA	\$ _____	\$ _____

	<p>multiply by 1/365, then multiply by the actual number of days in the known POP.</p> <p>Deliver electronic copy to: John.michael5@va.gov 513 906-0071</p>				
1031	<p>Brand Name Wavemark</p> <p>Interface Maintenance (Cincinnati Site)</p> <p>Part Number: SUB-GEN</p> <p>See Product Description for details</p> <p>IFCAP PO #: TBD</p> <p>Inspection/Acceptance/FOB: Destination</p> <p>Period of Performance: End of CLIN 0031 through September 30, 2019</p> <p>For purposes of this quote, assume a start date of January 1, 2019, when actual start date is known a modification will be issued to reflect actual price.</p> <p>Price will be determined by pro-rating the price by taking the yearly price, multiply by 1/365, then multiply by the actual number of days in the known POP.</p> <p>Deliver electronic copy to: John.michael5@va.gov 513 906-0071</p>	1	EA	\$ _____	\$ _____
1032	<p>Brand Name Wavemark</p> <p>Interface Maintenance (Dayton Site)</p> <p>Part Number: SUB-GEN</p> <p>See Product Description for details</p>	1	EA	\$ _____	\$ _____

	<p>IFCAP PO #: TBD</p> <p>Inspection/Acceptance/FOB: Destination</p> <p>Period of Performance: End of CLIN 0032 through September 30, 2019</p> <p>For purposes of this quote, assume a start date of January 1, 2019, when actual start date is known a modification will be issued to reflect actual price.</p> <p>Price will be determined by pro-rating the price by taking the yearly price, multiply by 1/365, then multiply by the actual number of days in the known POP.</p> <p>Deliver electronic copy to: John.michael5@va.gov 513 906-0071</p>				
1033	<p>Brand Name Wavemark</p> <p>Interface Maintenance (Cleveland Site)</p> <p>Part Number: SUB-GEN</p> <p>See Product Description for details</p> <p>IFCAP PO #: TBD</p> <p>Inspection/Acceptance/FOB: Destination</p> <p>Period of Performance: End of CLIN 0033 through September 30, 2019</p> <p>For purposes of this quote, assume a start date of January 1, 2019, when actual start date is known a modification will be issued to reflect actual price.</p>	1	EA	\$ _____	\$ _____

	<p>Price will be determined by pro-rating the price by taking the yearly price, multiply by 1/365, then multiply by the actual number of days in the known POP.</p> <p>Deliver electronic copy to: John.michael5@va.gov 513 906-0071</p>				
1034	<p>Brand Name Wavemark</p> <p>Support Services (Cincinnati Ohio Site)</p> <p>Part Number: SUB-GEN</p> <p>See Product Description for details</p> <p>IFCAP PO #: TBD</p> <p>Inspection/Acceptance/FOB: Destination</p> <p>Period of Performance: End of CLIN 0034 through September 30, 2019</p> <p>For purposes of this quote, assume a start date of January 1, 2019, when actual start date is known a modification will be issued to reflect actual price.</p> <p>Price will be determined by pro-rating the price by taking the yearly price, multiply by 1/365, then multiply by the actual number of days in the known POP.</p> <p>Deliver electronic copy to: John.michael5@va.gov 513 906-0071</p>	1	EA	\$_____	\$_____
1035	<p>Brand Name Wavemark</p> <p>Support Services (Dayton Ohio Site)</p>	1	EA	\$_____	\$_____

	<p>Part Number: SUB-GEN</p> <p>See Product Description for details</p> <p>IFCAP PO #: TBD</p> <p>Inspection/Acceptance/FOB: Destination</p> <p>Period of Performance: End of CLIN 0035 through September 30, 2019</p> <p>For purposes of this quote, assume a start date of January 1, 2019, when actual start date is known a modification will be issued to reflect actual price.</p> <p>Price will be determined by pro-rating the price by taking the yearly price, multiply by 1/365, then multiply by the actual number of days in the known POP.</p> <p>Deliver electronic copy to: John.michael5@va.gov 513 906-0071</p>				
1036	<p>Brand Name Wavemark</p> <p>Support Services (Cleveland Ohio Site)</p> <p>Part Number: SUB-GEN</p> <p>See Product Description for details</p> <p>IFCAP PO #: TBD</p> <p>Inspection/Acceptance/FOB: Destination</p> <p>Period of Performance: End of CLIN 0035 through September 30, 2019</p> <p>For purposes of this quote, assume a</p>	1	EA	\$ _____	\$ _____

	<p>start date of January 1, 2019, when actual start date is known a modification will be issued to reflect actual price.</p> <p>Price will be determined by pro-rating the price by taking the yearly price, multiply by 1/365, then multiply by the actual number of days in the known POP.</p> <p>Deliver electronic copy to: John.michael5@va.gov 513 906-0071</p>				
Option Period Number One: Option for additional quantities IAW 52.217-7 Option for Increased Quantity—Separately Priced Line Item.					
1049	<p>Brand Name Wavemark</p> <p>Tags - Square (2,000)</p> <p>Part Number: TAG-SQ-CAH-CET</p> <p>IFCAP PO #: TBD</p> <p>Inspection/Acceptance/FOB: Destination</p> <p>Delivery:</p> <p>To be coordinated with the COR, but no later than January 1, 2019</p> <p>Deliver to:</p> <p>As provided in the Product Description</p>	19	EA	\$ _____	\$ _____
1050	<p>Brand Name Wavemark</p> <p>Tags - Spine (1000)</p> <p>Part Number: TAG-SPINE-CAH-CET)20</p> <p>IFCAP PO #: TBD</p> <p>Inspection/Acceptance/FOB: Destination</p>	10	EA	\$ _____	\$ _____

	Delivery: To be coordinated with the COR, but no later than January 1, 2019 Deliver to: As provided in the Product Description				
1051	Brand Name Wavemark Tags - Hanging(100) Part Number: TAG-HANGM-CAH- CET IFCAP PO #: TBD Inspection/Acceptance/FOB: Destination Delivery: To be coordinated with the COR, but no later than January 1, 2019 Deliver to: As provided in the Product Description	38	EA	\$_____	\$_____
1052	Brand Name Wavemark Tags – Foil Pouch (25) Part Number: TAG-POUCH-CAH- CET IFCAP PO #: TBD Inspection/Acceptance/FOB: Destination Delivery:	22	EA	\$_____	\$_____

	<p>To be coordinated with the COR, but no later than January 1, 2019</p> <p>Deliver to:</p> <p>As provided in the Product Description</p>				
Total Option Period one, to include the optional quantities					
Option Period Number Two: Option for an additional 12 months IAW FAR 52.217-9, Option to Extend the Term of the Contract					
2001	<p>Brand Name WaveMark</p> <p>EiRTLS License and Maintenance - Ann Arbor, MI</p> <p>Part Number: OTF-INSL</p> <p>See Product Description for details</p> <p>IFCAP PO #: TBD</p> <p>Inspection/Acceptance/FOB: Destination</p> <p>Period of Performance: October 1, 2019 – September 30, 2020</p> <p>Deliver electronic copy to: John.michael5@va.gov 513 906-0071</p>	1	EA	\$ _____	\$ _____
2002	<p>Brand Name WaveMark</p> <p>Support Services - Ann Arbor, MI</p> <p>Part Number: Sub-Gen</p> <p>See Product Description for details</p> <p>IFCAP PO #: TBD</p> <p>Inspection/Acceptance/FOB: Destination</p> <p>Period of Performance: October 1, 2019 – September 30, 2020</p>	1	EA	\$ _____	\$ _____

	Deliver electronic copy to: John.michael5@va.gov 513 906-0071				
2003	Brand Name WaveMark Interface Software Maintenance - Ann Arbor, MI Part Number: Sub-Gen See Product Description for details IFCAP PO #: TBD Inspection/Acceptance/FOB: Destination Period of Performance: October 1, 2019 – September 30, 2020 Deliver electronic copy to: John.michael5@va.gov 513 906-0071	1	EA	\$ _____	\$ _____
2004	Brand Name WaveMark RFID Equipment Maintenance for Ann Arbor, MI See Product Description for details IFCAP PO #: TBD Inspection/Acceptance/FOB: Destination Period of Performance: October 1, 2019 – September 30, 2020 Deliver electronic copy to: John.michael5@va.gov 513 906-0071	12	MO	\$ _____	\$ _____
2005	Brand Name WaveMark EiRTLS License and Maintenance - Indianapolis, IN	1	EA	\$ _____	\$ _____

	Part Number: OTF-INSL See Product Description for details IFCAP PO #: TBD Inspection/Acceptance/FOB: Destination Period of Performance: October 1, 2019 – September 30, 2020 Deliver electronic copy to: John.michael5@va.gov 513 906-0071				
2006	Brand Name WaveMark Support Services – Indianapolis, IN Part Number: Sub-Gen See Product Description for details IFCAP PO #: TBD Inspection/Acceptance/FOB: Destination Period of Performance: October 1, 2019 – September 30, 2020 Deliver electronic copy to: John.michael5@va.gov 513 906-0071	1	EA	\$ _____	\$ _____
2007	Brand Name WaveMark Interface Software Maintenance - Indianapolis Part Number: Sub-Gen See Product Description for details IFCAP PO #: TBD Inspection/Acceptance/FOB: Destination	1	EA	\$ _____	\$ _____

	Period of Performance: October 1, 2019 – September 30, 2020 Deliver electronic copy to: John.michael5@va.gov 513 906-0071				
2008	Brand Name WaveMark RFID Equipment Maintenance for Indianapolis, IN See Product Description for details IFCAP PO #: TBD Inspection/Acceptance/FOB: Destination Period of Performance: October 1, 2019 – September 30, 2020 Deliver electronic copy to: John.michael5@va.gov 513 906-0071	12	MO	\$ _____	\$ _____
2009	Brand Name WaveMark EiRTLS License and Maintenance - Detroit, MI Part Number: OTF-INSL See Product Description for details IFCAP PO #: TBD Inspection/Acceptance/FOB: Destination Period of Performance: October 1, 2019 – September 30, 2020 Deliver electronic copy to: John.michael5@va.gov 513 906-0071	1	EA	\$ _____	\$ _____
2010	Brand Name WaveMark	1	EA	\$ _____	\$ _____

	Support Services - Detroit, MI Part Number: Sub-Gen See Product Description for details IFCAP PO #: TBD Inspection/Acceptance/FOB: Destination Period of Performance: October 1, 2019 – September 30, 2020 Deliver electronic copy to: John.michael5@va.gov 513 906-0071				
2011	Brand Name WaveMark Interface Software Maintenance - Detroit, MI Part Number: Sub-Gen See Product Description for details IFCAP PO #: TBD Inspection/Acceptance/FOB: Destination Period of Performance: October 1, 2019 – September 30, 2020 Deliver electronic copy to: John.michael5@va.gov 513 906-0071	1	EA	\$ _____	\$ _____
2012	Brand Name WaveMark RFID Equipment Maintenance for Detroit, MI See Product Description for details IFCAP PO #: TBD	12	MO	\$ _____	\$ _____

	Inspection/Acceptance/FOB: Destination Period of Performance: October 1, 2019 – September 30, 2020 Deliver electronic copy to: John.michael5@va.gov 513 906-0071				
2022	Brand Name Wavemark RFID Equipment Maintenance (Cincinnati Site) Part Number: SUB-GEN See Product Description for details IFCAP PO #: TBD Inspection/Acceptance/FOB: Destination Period of Performance: October 1, 2019 – September 30, 2020 Deliver electronic copy to: John.michael5@va.gov 513 906-0071	12	MO	\$ _____	\$ _____
2023	Brand Name Wavemark RFID Equipment Maintenance (Dayton Site) Part Number: SUB-GEN See Product Description for details IFCAP PO #: TBD Inspection/Acceptance/FOB: Destination Period of Performance: October 1, 2019 – September 30, 2020	12	MO	\$ _____	\$ _____

	Deliver electronic copy to: John.michael5@va.gov 513 906-0071				
2024	Brand Name Wavemark RFID Equipment Maintenance (Cleveland Site) Part Number: SUB-GEN See Product Description for details IFCAP PO #: TBD Inspection/Acceptance/FOB: Destination Period of Performance: October 1, 2019 – September 30, 2020 Deliver electronic copy to: John.michael5@va.gov 513 906-0071	12	MO	\$ _____	\$ _____
2025	Brand Name Wavemark EiRTLS License Maintenance (Cincinnati Site) Part Number: SUB-GEN See Product Description for details IFCAP PO #: TBD Inspection/Acceptance/FOB: Destination Period of Performance: October 1, 2019 – September 30, 2020 Deliver electronic copy to: John.michael5@va.gov 513 906-0071	1	EA	\$ _____	\$ _____
2026	Brand Name Wavemark	1	EA	\$ _____	\$ _____

	<p>EiRTLS License Maintenance (Dayton Site)</p> <p>Part Number: SUB-GEN</p> <p>See Product Description for details</p> <p>IFCAP PO #: TBD</p> <p>Inspection/Acceptance/FOB: Destination</p> <p>Period of Performance: October 1, 2019 – September 30, 2020</p> <p>Deliver electronic copy to: John.michael5@va.gov 513 906-0071</p>				
2027	<p>Brand Name Wavemark</p> <p>EiRTLS License Maintenance (Cleveland Site)</p> <p>Part Number: SUB-GEN</p> <p>See Product Description for details</p> <p>IFCAP PO #: TBD</p> <p>Inspection/Acceptance/FOB: Destination</p> <p>Period of Performance: October 1, 2019 – September 30, 2020</p> <p>Deliver electronic copy to: John.michael5@va.gov 513 906-0071</p>	1	EA	\$ _____	\$ _____
2028	<p>Brand Name Wavemark</p> <p>Barcode Modules Maintenance (Cincinnati Site)</p> <p>Part Number: SUB-GEN</p>	1	EA	\$ _____	\$ _____

	<p>See Product Description for details</p> <p>IFCAP PO #: TBD</p> <p>Inspection/Acceptance/FOB: Destination</p> <p>Period of Performance: October 1, 2019 – September 30, 2020</p> <p>Deliver electronic copy to: John.michael5@va.gov 513 906-0071</p>				
2029	<p>Brand Name Wavemark</p> <p>Barcode Modules Maintenance (Dayton Site)</p> <p>Part Number: SUB-GEN</p> <p>See Product Description for details</p> <p>IFCAP PO #: TBD</p> <p>Inspection/Acceptance/FOB: Destination</p> <p>Period of Performance: October 1, 2019 – September 30, 2020</p> <p>Deliver electronic copy to: John.michael5@va.gov 513 906-0071</p>	1	EA	\$ _____	\$ _____
2030	<p>Brand Name Wavemark</p> <p>Barcode Modules Maintenance (Cleveland Site)</p> <p>Part Number: SUB-GEN</p> <p>See Product Description for details</p> <p>IFCAP PO #: TBD</p> <p>Inspection/Acceptance/FOB:</p>	1	EA	\$ _____	\$ _____

	Destination Period of Performance: October 1, 2019 – September 30, 2020 Deliver electronic copy to: John.michael5@va.gov 513 906-0071				
2031	Brand Name Wavemark Interface Maintenance (Cincinnati Site) Part Number: SUB-GEN See Product Description for details IFCAP PO #: TBD Inspection/Acceptance/FOB: Destination Period of Performance: October 1, 2019 – September 30, 2020 Deliver electronic copy to: John.michael5@va.gov 513 906-0071	1	EA	\$ _____	\$ _____
2032	Brand Name Wavemark Interface Maintenance (Dayton Site) Part Number: SUB-GEN See Product Description for details IFCAP PO #: TBD Inspection/Acceptance/FOB: Destination Period of Performance: October 1, 2019 – September 30, 2020	1	EA	\$ _____	\$ _____

	Deliver electronic copy to: John.michael5@va.gov 513 906-0071				
2033	Brand Name Wavemark Interface Maintenance (Cleveland Site) Part Number: SUB-GEN See Product Description for details IFCAP PO #: TBD Inspection/Acceptance/FOB: Destination Period of Performance: October 1, 2019 – September 30, 2020 Deliver electronic copy to: John.michael5@va.gov 513 906-0071	1	EA	\$ _____	\$ _____
2034	Brand Name Wavemark Support Services (Cincinnati Ohio Site) Part Number: SUB-GEN See Product Description for details IFCAP PO #: TBD Inspection/Acceptance/FOB: Destination Period of Performance: October 1, 2019 – September 30, 2020 Deliver electronic copy to: John.michael5@va.gov	1	EA	\$ _____	\$ _____

2035	Brand Name Wavemark Support Services (Dayton Ohio Site) Part Number: SUB-GEN See Product Description for details IFCAP PO #: TBD Inspection/Acceptance/FOB: Destination Period of Performance: October 1, 2019 – September 30, 2020 Deliver electronic copy to: John.michael5@va.gov	1	EA	\$ _____	\$ _____
2036	Brand Name Wavemark Support Services (Cleveland Ohio Site) Part Number: SUB-GEN See Product Description for details IFCAP PO #: TBD Inspection/Acceptance/FOB: Destination Period of Performance: October 1, 2019 – September 30, 2020 Deliver electronic copy to: John.michael5@va.gov	1	EA	\$ _____	\$ _____
Option Period Number Two: Option for additional quantities IAW 52.217-7 Option for Increased Quantity—Separately Priced Line Item.					
2049	Brand Name Wavemark Tags - Square (2,000) Part Number: TAG-SQ-CAH-CET	19	EA	\$ _____	\$ _____

	IFCAP PO #: TBD Inspection/Acceptance/FOB: Destination Delivery: To be coordinated with the COR, but no later than January 1, 2020 Deliver to: As provided in the Product Description				
2050	Brand Name Wavemark Tags - Spine (1000) Part Number: TAG-SPINE-CAH- CET)20 IFCAP PO #: TBD Inspection/Acceptance/FOB: Destination Delivery: To be coordinated with the COR, but no later than January 1, 2020 Deliver to: As provided in the Product Description	10	EA	\$ _____	\$ _____
2051	Brand Name Wavemark Tags - Hanging(100) Part Number: TAG-HANGM-CAH- CET IFCAP PO #: TBD Inspection/Acceptance/FOB: Destination	38	EA	\$ _____	\$ _____

	Delivery: To be coordinated with the COR, but no later than January 1, 2020 Deliver to: As provided in the Product Description				
2052	Brand Name Wavemark Tags – Foil Pouch (25) Part Number: TAG-POUCH-CAH-CET IFCAP PO #: TBD Inspection/Acceptance/FOB: Destination Delivery: To be coordinated with the COR, but no later than January 1, 2020 Deliver to: As provided in the Product Description	22	EA	\$_____	\$_____
Total Option Period two, to include the optional quantities					
Total Value to include Base and all options					

GOVERNING LAW:

Federal law and regulations, including the Federal Acquisition Regulations (FAR), shall govern this Contract/Order. Commercial license agreements may be made a part of this Contract/Order but only if both parties expressly make them an addendum hereto. If the commercial license agreement is not made an addendum, it shall not apply, govern, be a part of or have any effect whatsoever on the Contract/Order; this includes, but is not limited to, any agreement embedded in the computer software (clickwrap), any agreement that is otherwise delivered with or provided to the Government with the commercial computer software or documentation (shrinkwrap), or any other license agreement otherwise referred to in any document. If a commercial license agreement is made an addendum, only those provisions addressing data rights regarding the Government's use, duplication and disclosure of data (e.g., restricted computer software) are included and made a part of this Contract/Order, and only to the extent that those provisions are not duplicative or inconsistent with Federal law, Federal regulation, the incorporated FAR clauses and the provisions of this Contract/Order; those provisions in the commercial license agreement that do not address data rights regarding the Government's use, duplication and disclosure of data shall not be included or made a part of the Contract/Order. Federal law and regulation including, without limitation, the Contract Disputes Act (41 U.S.C. § 7101 *et seq.*), the Anti-Deficiency Act (31 U.S.C. § 1341 *et seq.*), the Competition in Contracting Act (41 U.S.C. § 3301 *et seq.*), the Prompt Payment Act (31 U.S.C. § 3901 *et seq.*), Contracts for Data Processing or Maintenance (38 USC § 5725), and FAR clauses 52.212-4, 52.227-14, 52.227-19 shall supersede, control, and render ineffective any inconsistent, conflicting, or duplicative provision in any commercial license agreement. In the event of conflict between this Clause and any provision in the Contract/Order or the commercial license agreement or elsewhere, the terms of this Clause shall prevail. Claims of patent or copyright infringement brought against the Government as a party shall be defended by the U.S. Department of Justice (DOJ). 28 U.S.C. § 516. At the discretion of DOJ, the Contractor may be allowed reasonable participation in the defense of the litigation. Any additional changes to the Contract/Order must be made by contract/order modification (Standard Form 30) and shall only be effected by a warranted Contracting Officer. Nothing in this Contract/Order or any commercial license agreement shall be construed as a waiver of sovereign immunity.

SOFTWARE LICENSE, MAINTENANCE AND TECHNICAL SUPPORT (AS AMENDED):

(1) Definitions.

(a) Licensee. The term "licensee" shall mean the u.s. Department of veterans affairs ("va") and is synonymous with "government." (b) licensor. The term "licensor" shall mean the contractor having the necessary license or ownership rights to deliver license, software maintenance and support of the computer software being acquired. The term "contractor" is the party identified in block 17a on the sf1449. If the contractor is a reseller and not the licensor, the contractor remains responsible for performance under this order.

(c) Software. The term "software" shall mean the licensed computer software product(s) cited in the schedule of supplies/services. (d) maintenance. The term "maintenance" is maintaining the operability of the software by enhancing and optimizing the software, as

well as remedying defects it shall include all , releases, updates, versions and upgrades, as further defined below. (e) technical support. The term “technical support” refers to the range of services providing assistance for the software via the telephone, email, a website or otherwise. (f) release or update. The term “release” or “update” are terms that refer to a revision of software that may contain defect corrections, minor enhancements or improvements of the software’s functionality. This is usually designated by a change in the number to the right of the decimal point (e.g., from version 5.3 to 5.4). (g) version or upgrade. The term “version” or “upgrade” are terms that refer to the current a revision of software that contains new or improved functionality. This is usually designated by a change in the number to the left of the decimal point (e.g., from version 5.4 to 6).

(2) Software License

(a) Unless otherwise stated in the schedule of supplies/services, the performance work statement or product description, the software license provided to the government is a perpetual, nonexclusive license to use the software (b) The government may use the software in a networked environment. (c) Any dispute regarding the license grant or usage limitations shall be resolved in accordance with the disputes clause incorporated in far 52.212-4(d). Title to sas software remains with SAS institute inc. At all times. (d) All limitations of software usage are expressly stated in the schedule of supplies/services and the performance work statement/product description.

(3) Software Maintenance And Technical Support

(a) if the government desires to continue software maintenance and support beyond the period of performance identified in this contract or order, the government will issue a separate contract or order for maintenance and support. Conversely, if a contract or order for continuing software maintenance and technical support is not received the contractor is neither authorized nor permitted to renew any of the previously furnished services.

(b) the contractor shall provide software support services, which includes periodic updates, enhancements and corrections to the software, and reasonable technical support, all of which are customarily provided by the contractor to its commercial customers so as to cause the software to perform according to its user documentation.

(c) any telephone support provided by contractor shall be at no additional cost.

(d) the contractor shall provide all maintenance services in a timely manner in accordance with the contractor’s customary practice. .

(e) if the government allows the maintenance and support to lapse and subsequently wishes to reinstate it, any reinstatement fee charged shall not exceed the amounts that would have been charged if the government had not allowed the subscription to lapse

(4) disabling software code. The government requires delivery of computer software that does not contain any code that will, upon the occurrence or the nonoccurrence of any event, disable the software. Such code includes but is not limited to a computer virus, restrictive key, node lock, time-out or other function, whether implemented by electronic, mechanical, or other means, which limits or hinders the use or access to any computer software based on residency on a specific hardware configuration, frequency of duration of use, or other limiting criteria. Other than the product authorization code, which enables the software to operate for its designated term, the software does not contain a disabling code. If any such disabling code is present, the contractor agrees to indemnify

the government for all damages suffered as a result of a disabling caused by such code, and the contractor agrees to remove such code upon the government's request at no extra cost to the government. Inability of the contractor to remove the disabling software code will be considered an inexcusable delay and a material breach of contract, and the government may exercise its right to terminate for cause. In addition, the government is permitted to remove the code as it deems appropriate and charge the contractor for consideration for the time and effort expended in removing the code.

(5) Manuals and Publications. Upon Government request, the contractor shall furnish the most current version of the user manual and publications for all products/services provided under this contract or order at no cost.

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

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>
52.203-17	CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS	APR 2014
52.204-04	PRINTED OR COPIED DOUBLE-SIDED ON POSTCONSUMER FIBER CONTENT PAPER	MAY 2011
52.232-18	AVAILABILITY OF FUNDS	Apr 1984
52.232-40	PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS	DEC 2013

C.2 52.217-7 OPTION FOR INCREASED QUANTITY – SEPARATELY PRICED LINE ITEM (MAR 1989)

The Government may require the delivery of the numbered line item, identified in the Schedule as an option item, in the quantity and at the price stated in the Schedule. The Contracting Officer may exercise the option by written notice to the Contractor within 30 days after the option to extend services has been executed. Delivery of added items shall continue at the same rate that like items are called for under the contract, unless the parties otherwise agree.

(End of clause)

C.3 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 from date of award until 30 days beyond the contract completion date; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 10 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 three years.

(End of clause)

C.4 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.5 VAAR 852.203-71 DISPLAY OF DEPARTMENT OF VETERAN AFFAIRS HOTLINE POSTER (DEC 1992)

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

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

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

(End of Clause)

C.6 VAAR 852.219-9 VA SMALL BUSINESS SUBCONTRACTING PLAN MINIMUM REQUIREMENTS (DEC 2009)

- (a) This clause does not apply to small business concerns.
- (b) If the offeror is required to submit an individual subcontracting plan, the minimum goals for award of subcontracts to service-disabled veteran-owned small business concerns and veteran-owned small business concerns shall be at least commensurate with the Department's annual service-disabled veteran-owned small business and veteran-owned small business prime contracting goals for the total dollars planned to be subcontracted.
- (c) For a commercial plan, the minimum goals for award of subcontracts to service-disabled veteran-owned small business concerns and veteran-owned small businesses shall be at least commensurate with the Department's annual service-disabled veteran-owned small business and veteran-owned small business prime contracting goals for the total value of projected subcontracts to support the sales for the commercial plan.
- (d) To be credited toward goal achievements, businesses must be verified as eligible in the Vendor Information Pages database. The contractor shall annually submit a listing of service-disabled veteran-owned small businesses and veteran-owned small businesses for which credit toward goal achievement is to be applied for the review of personnel in the Office of Small and Disadvantaged Business Utilization.
- (e) The contractor may appeal any businesses determined not eligible for crediting toward goal achievements by following the procedures contained in 819.407.

(End of Clause)

C.7 SUBCONTRACTING PLAN – MONITORING AND COMPLIANCE (JUNE 2011)

This solicitation includes FAR 52.219-9, Small Business Subcontracting Plan, and VAAR 852.219-9, VA Small Business Subcontracting Plan Minimum Requirement. Accordingly, any contract resulting from this solicitation will include these clauses. The contractor is advised in performing contract administration functions, the CO may use the services of a support contractor(s) to assist in assessing the contractor's compliance with the plan, including reviewing the contractor's accomplishments in achieving the subcontracting goals in the plan. To that end, the support contractor(s) may require access to the contractor's business records or other proprietary data to review such business records regarding 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 compliance with the subcontracting plan.

(End of Clause)

C.8 852.219-71 VA MENTOR-PROTÉGÉ PROGRAM (DEC 2009)

(a) Large businesses are encouraged to participate in the VA Mentor-Protégé Program for the purpose of providing developmental assistance to eligible service-disabled veteran-owned small businesses and veteran-owned small businesses to enhance the small businesses' capabilities and increase their participation as VA prime contractors and as subcontractors.

(b) The program consists of:

(1) Mentor firms, which are contractors capable of providing developmental assistance;

(2) Protégé firms, which are service-disabled veteran-owned small business concerns or veteran-owned small business concerns; and

(3) Mentor-Protégé Agreements approved by the VA Office of Small and Disadvantaged Business Utilization.

(c) Mentor participation in the program means providing business developmental assistance to aid protégés in developing the requisite expertise to effectively compete for and successfully perform VA prime contracts and subcontracts.

(d) Large business prime contractors serving as mentors in the VA Mentor-Protégé Program are eligible for an incentive for subcontracting plan credit. VA will recognize the costs incurred by a mentor firm in providing assistance to a protégé firm and apply those costs for purposes of determining whether the mentor firm attains its subcontracting plan participation goals under a VA contract. The amount of credit given to a mentor firm for these protégé developmental assistance costs shall be calculated on a dollar-for-dollar basis and reported by the large business prime contractor via the Electronic Subcontracting Reporting System (eSRS).

(e) Contractors interested in participating in the program are encouraged to contact the VA Office of Small and Disadvantaged Business Utilization for more information.

(End of Clause)

C.9 VAAR 852.232-72 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS (NOV 2012)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(End of Clause)

C.10 VAAR 852.246-70 GUARANTEE (JAN 2008)

The contractor guarantees the equipment against defective material, workmanship and performance for a period of, said guarantee to run from date of acceptance of the equipment by the Government one year. 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.11 VAAR 852.246-71 INSPECTION (JAN 2008)

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

(End of Clause)

(End of Addendum to 52.212-4)

C.12 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS—COMMERCIAL ITEMS (JAN 2017)

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

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

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

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

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

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

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

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

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

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

[] (5) [Reserved]

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

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

☒ (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 Re-representation (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

ATTACHMENT	TITLE	DATE
Attachment 1	VISN 10 Cardiac Catheterization Lab Supply Management	4/28/2017
Appendix A	Devices: Ann Arbor Healthcare System VA	8/7/2017
Appendix B	Devices: Indianapolis VA Richard L. Roudebush VAMC	8/7/2017
Appendix C	Devices Detroit VA – John D. Dingell VAMC	N/A
Appendix D	Description of Software and Hardware Maintenance and Support Coverage	N/A

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:

E.1 INSTRUCTIONS TO OFFERORS - QUOTE SUBMISSIONS

The respondent's quote shall be submitted by email directly to the Contract Specialist Daniel Winterroth at Daniel.Winterroth@va.gov and Contracting Officer Lino Vera at Lino.vera@va.gov NO LATER THAN August 29, 2017 4:00 PM, Central Standard Time. Quotations received after this date and time may not be considered for award of a Delivery Order. Electronic quotations files shall be formatted in one or more of the following applications, no other formats will be accepted:

- Adobe Acrobat (.pdf)
- Microsoft (MS) Word (.doc or .docx)
- MS Excel (.xls or .xlsx)

The Offeror's quotes shall include documentation that demonstrates the proposed quotes meet all of the requirements of the Product Description and any proposed exceptions to the solicitation terms and conditions. This documentation is limited to 10 pages.

(End of Provision)

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

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

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

<u>FAR Number</u>	<u>Title</u>	<u>Date</u>
52.217-5	EVALUATION OF OPTIONS	JUL 1990

E.3 52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS (JUL 2013)

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

"Administrative proceeding" means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative Proceedings, Civilian Board of Contract Appeals Proceedings, and Armed Services Board of Contract Appeals Proceedings). This includes administrative proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include agency actions such as contract audits, site visits, corrective plans, or inspection of deliverables.

"Federal contracts and grants with total value greater than \$10,000,000" means—

(1) The total value of all current, active contracts and grants, including all priced options; and

(2) The total value of all current, active orders including all priced options under indefinite-delivery, indefinite-quantity, 8(a), or requirements contracts (including task and delivery and multiple-award Schedules).

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

(b) The offeror [] has [] does not have current active Federal contracts and grants with total value greater than \$10,000,000.

(c) If the offeror checked "has" in paragraph (b) of this provision, the offeror represents, by submission of this offer, that the information it has entered in the Federal Awardee Performance and Integrity Information System (FAPIIS) is current, accurate, and complete as of the date of submission of this offer with regard to the following information:

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

(i) In a criminal proceeding, a conviction.

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

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

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

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

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

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

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

(End of Provision)

E.4 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.5 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

Technology Acquisition Center-Austin

1701 Directors Blvd

Suite 600

Austin TX 78744

Mailing Address:

Department of Veterans Affairs

Technology Acquisition Center-Austin

1701 Directors Blvd

Suite 600

Austin TX 78744

(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.6 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.7 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)

PLEASE NOTE: The correct mailing information for filing alternate protests is as follows:

Deputy Assistant Secretary for Acquisition and Logistics,
Risk Management Team, Department of Veterans Affairs
810 Vermont Avenue, N.W.
Washington, DC 20420

Or for solicitations issued by the Office of Construction and Facilities Management:

Director, Office of Construction and Facilities Management
811 Vermont Avenue, N.W.
Washington, DC 20420

E.8 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)

E.10 52.212-2 EVALUATION—COMMERCIAL ITEMS (OCT 2014)

(a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, based on lowest price.

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

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

(End of Provision)

E.11 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/dcsp/osp/approved_state_plans.html).

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

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

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

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

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

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

- (1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;
- (2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;
- (3) Consist of providing goods or services to marginalized populations of Sudan;

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

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

(6) Have been voluntarily suspended.

“Sensitive technology”—

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

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

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

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

Service-disabled veteran-owned small business concern—

(1) Means a small business concern—

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

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

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

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

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

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

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

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

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

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

(1) Directly by a parent corporation; or

(2) Through another subsidiary of a parent corporation.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(8) *Women-owned business concern (other than small business concern).* [Complete only if the offeror is a women-owned business concern and did not represent itself as a

small business concern in paragraph (c)(1) of this provision.] The offeror represents that it [] is a women-owned business concern.

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

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

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

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

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

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

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

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

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

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

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

(e) *Certification Regarding Payments to Influence Federal Transactions* (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$150,000.) By submission of

its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

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

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

(2) Foreign End Products:

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

[List as necessary]

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

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

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been

mined, produced, or manufactured outside the United States. The terms “Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end product,” “commercially available off-the-shelf (COTS) item,” “component,” “domestic end product,” “end product,” “foreign end product,” “Free Trade Agreement country,” “Free Trade Agreement country end product,” “Israeli end product,” and “United States” are defined in the clause of this solicitation entitled “Buy American—Free Trade Agreements—Israeli Trade Act.”

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

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

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

[List as necessary]

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

Other Foreign End Products:

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

[List as necessary]

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

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

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

Canadian End Products:

Line Item No.

[List as necessary]

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

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

Canadian or Israeli End Products:

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

[List as necessary]

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

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

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

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

[List as necessary]

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

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

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

Other End Products:

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

[List as necessary]

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

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

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

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

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

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

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

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

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

(ii) *Examples.*

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

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

review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

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

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

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

(1) *Listed end products.*

Listed End Product Listed Countries of Origin

(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 (FAPIS):

(1) The labor law violated.

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

(3) The date rendered.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(3) Representation. By submission of its offer, the Offeror represents that it will not require its employees or subcontractors to sign or comply with internal confidentiality

agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting waste, fraud, or abuse related to the performance of a Government contract to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information (e.g., agency Office of the Inspector General).

(End of Provision)