

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

1. REQUISITION NO. PAGE 1 OF 74

2. CONTRACT NO. 3. AWARD/EFFECTIVE DATE 4. ORDER NO. 5. SOLICITATION NUMBER 6. SOLICITATION ISSUE DATE  
36C10G18R0009 10-06-2017

7. FOR SOLICITATION INFORMATION CALL: a. NAME Joy Garrett-Bey b. TELEPHONE NO. (No Collect Calls) 8. OFFER DUE DATE/LOCAL TIME 11-06-2017 3:00 PM EST

9. ISSUED BY U.S. Department of Veterans Affairs Office of Acquisition Operations Strategic Acquisition Center 10300 Spotsylvania Ave | STE 400 Fredericksburg VA 22408-2697 CODE 36C10G  
10. THIS ACQUISITION IS  UNRESTRICTED OR  SET ASIDE: \_\_\_\_\_ % FOR:  
 SMALL BUSINESS  WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM NAICS: 336991  
 HUBZONE SMALL BUSINESS  EDWOSB SIZE STANDARD: 1000 Employees  
 SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS  8(A)

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

15. DELIVER TO CODE 16. ADMINISTERED BY U.S. Department of Veterans Affairs Office of Acquisition Operations Strategic Acquisition Center 10300 Spotsylvania Ave | STE 400 Fredericksburg VA 22408-2697 CODE 36C10G

17a. CONTRACTOR/OFFEROR CODE FACILITY CODE 18a. PAYMENT WILL BE MADE BY See Individual Orders for Details CODE  
PHONE: FAX:

17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER  18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED  SEE ADDENDUM

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	Title: Scooters for In Home Use See B.4 Price/Cost Schedule for details  3610G18R0009- Amended 11-03-17  (Use Reverse and/or Attach Additional Sheets as Necessary)				

25. ACCOUNTING AND APPROPRIATION DATA See CONTINUATION Page 26. TOTAL AWARD AMOUNT (For Govt. Use Only) \$0.00

27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA  ARE  ARE NOT ATTACHED.  
 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA  ARE  ARE NOT ATTACHED

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

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

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## SECTION B - CONTINUATION OF SF 1449 BLOCKS

### B.1 CONTRACT ADMINISTRATION DATA

#### 1.1 CONTRACT ADMINISTRATION

1.1.1 The Strategic Acquisition Center (SAC) Contracting Officer (CO) is responsible for providing overall scope oversight, maintaining communication between contractors and the United States Department of Veterans Affairs (VA), ensuring contract compliance, administering base contract and modifications, and ensuring that annual performance evaluations are completed at the base contract level. Nevertheless, any CO assigned to the SAC and acting within his/her warrant authority may take formal action on this contract when a contract action needs to be taken and the primary CO is unavailable. The CO reserves the right to designate a Contracting Officer's Representative (COR) at the Indefinite Delivery Indefinite Quantity (IDIQ) contract level. The CO will issue a designation letter to the COR and the contractor to ensure that all parties understand the limited authority of the COR.

1.1.2 The IDIQ contract may only be modified by written modification, executed by a SAC warranted CO. The contractor shall not provide products that are not expressly stated in the contract or order. A COR does not have the authority or means to obligate the Government or change the terms and conditions of the IDIQ contract.

1.1.3 All contract administration matters will be handled by the following individuals:

- a. CONTRACTOR: TBD
- b. GOVERNMENT: Contracting Officer 36C10G  
U.S. Department of Veterans Affairs  
Strategic Acquisition Center  
10300 Spotsylvania Ave | STE 400  
Fredericksburg VA 22408

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

- [X] 52.232-33, Payment by Electronic Funds Transfer—System For Award Management, or
- [X] 52.232-36, Payment by Third Party

**1.3 INVOICES:** Invoices shall be submitted in arrears:

- a. Quarterly

- b. Semi-Annually
- c. Other  (As specified per order)

**1.4. 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.

1.4.1 Submission of a proper invoice – The following data must be included in invoice for it constitute a proper invoice. :

- a. Name and address of the contractor
- b. Invoice date and number
- c. VA Facility Name & Address
- d. Purchase Order No.
- e. Contract No.
- f. Item number, description, quantity, unit of measure, price, extended price and a total of supplies delivered or services performed.
- g. Patient Unique Identifier
- h. Cumulative billing (per line item and total)
- i. Proof of supplies delivered or services performed MUST also be provided.
- j. Signature, printed name and title of Government receiving official and date of delivery or performance period must be included or accompany with invoice.

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

AMENDMENT NO	DATE

**1.6 CONTRACT MINIMUM AND MAXIMUM DOLLAR VALUES**

The minimum guaranteed amount for this contract is \$2,500. which will be obligated at the time of IDIQ award. Orders beyond the minimum will be determined by department needs. The Government has no obligation to award orders beyond the minimum guaranteed amount. In accordance with FAR 16.504(a)(4)(ii), the maximum aggregate value for all orders awarded under the contract shall not exceed \$73,000,000. The Government’s obligation for the minimum guarantee amount applies only to the base period of the contract

## **1.7 CONTRACTOR PERFORMANCE**

Attachment 1 Contractor Discrepancy Report (CDR), may be issued by a CO or COR to document less than acceptable performance by the contractor at any point during the period of performance. It should be noted that issuance of a CDR should not be the first form of communication or plan of resolution unless the seriousness of the situation warrants such formal documentation from onset. The CO, COR and contractor shall maintain open and effective communications to avoid the issuance of CDRs to the maximum extent practicable. All parties acknowledge that a finalized CDR will become part of the official file and will be used to report on annual performance under the IDIQ. If use of a CDR is warranted, the CO/COR shall complete the CDR, citing the IDIQ and/or order (DO) number and the specific IDIQ and/or DO section or clause related to the performance issue. The CO/COR shall provide a detailed and descriptive narrative of the background and issue. Upon receipt of the CDR, the contractor shall provide a timely and detailed response by the contractor. The contractor's response shall include any important or relevant information or justification for the performance issue and a proposed resolution. The CO/COR will review the response from the contractor and the CO will issue a final recommendation or plan of action. The CO, COR, and contractor will maintain communication to ensure that the recommendation or plan of action is carried out.

The contractor's performance on the IDIQ will be reported to the Contractor Performance Assessment Reporting System (CPARS) on an annual basis. The CO and COR will make use of information from CDRs, as well as any additional knowledge and information available to them with respect to the contractor's performance, to complete the CPARS. Contractors shall familiarize themselves with the CPARS process and be prepared to respond to reports entered by the CO and COR.

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

This solicitation includes VAAR 852.215-70, Service-Disabled Veteran-Owned and Veteran-Owned Small Business Evaluation Factors, and VAAR 852.215-71, Evaluation Factor Commitments. Accordingly, any contract resulting from this solicitation will include these clauses. The contractor is advised in performing contract administration functions, the CO may use the services of a support contractor(s) to assist in assessing contractor compliance with the subcontracting commitments incorporated into the contract. To that end, the support contractor(s) may require access to the contractor's business records or other proprietary data to review such business records regarding contract compliance with this requirement. All support contractors conducting this review on behalf of VA will be required to sign an "Information Protection and Non-Disclosure and Disclosure of Conflicts of Interest Agreement" to ensure the contractor's

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

## **B.3 PRODUCT DESCRIPTION**

### **3.1 INTRODUCTION**

3.1.1 The Veterans Health Administration's (VHA) Prosthetic Clinical Management Program (PCMP) has identified scooters (mid-size 3 wheels/full-size 3 & 4 wheels/heavy duty) as a uniform preferred product for continued consolidated contracting. The purpose of consolidated contracting is to obtain user uniformity and quality products at competitive prices. This standardization initiative is in accordance with VHA's PCMP Charter signed by the Under Secretary for Health on February 9, 2001.

3.1.2 A scooter is intended to support mobility for an individual with impaired walking that is not resolved by an ambulation assistive device (e.g., cane, crutch, walker, rollator) or manual wheelchair. An appropriate scooter candidate has the ability to stand, take steps, and transfer in and out of the device without assistance, does not require postural support and skin protection, and does not require a power wheelchair. A scooter is typically indicated for limited indoor and controlled outdoor environments, such as paved surfaces and American with Disabilities Act (ADA) compliant ramps.

### **3.2 SCOPE OF WORK**

3.2.1 The contractor shall provide uninterrupted delivery of approved scooters as specified in the contract and the resulting orders.

3.2.2 Scooters will be procured through IDIQs wherein individual VA Medical Center facilities shall have the authority to place delivery orders against the IDIQs. The delivery orders shall indicate the specific items ordered, item quantities, and all necessary delivery and payment procedures.

### **3.3 PERFORMANCE**

3.3.1 The base ordering period is for a 1-year with four, 1-year option periods. Orders issued under this contract will be firm-fixed price. The contractor shall provide the supplies and resources necessary to accomplish the requirements described in this contract.

### 3.4 REQUIREMENTS

3.4.1 The following salient characteristics apply to all model sizes offered under this agreement:

Sizes		Category A (mid-size 3 wheel)	Category B (full-size 3 wheel)	Category C (full-size 4 wheel)	Category D (heavy duty 3 wheel)
1	Maximum Overall Length (inches)	44"	48"	48"	48"
2	Maximum Overall Width (inches)	25"	28"	28"	28"
3	Minimum Ground Clearance (inches)	2.5"	2.5"	2.5"	2.5"
4	Minimum Occupant Mass Capacity (pounds)	300 lbs.	350 lbs.	350 lbs.	450 lbs.
5	Minimum Range (miles)	15 miles	15 miles	15 miles	15 miles
6	Maximum Top Speed	8.0 mph	8.0 mph	8.0 mph	8.0 mph
7	Minimum Top Speed (miles per hour)	4.5 mph	4.5 mph	4.5 mph	4.5 mph
8	Seat and back support	<p>Padded, contoured fold down back support must be securely attached to the seat. Dimensions for seat width, seat depth and back height not specified; must be compatible with the device design and appropriate for the identified weight capacity to support patient safety.</p> <p>The seat with the back support attached must be removable from the seat post, but include a locking mechanism to secure the seat to the seat post to support safety during transportation.</p>			
9	Seat Rotation	90 degrees to both left and right from forward facing drive position. Seat must lock in place when facing forward or rotated 90 degrees to either direction.			
10	Arm Supports	Flip back, height adjustable, with increased width adjustable at minimum 1" on each side for a total of 2" minimum increased width between the arm supports.			

11	Seat height	Minimum of three seat height settings available, adjustable in one inch increments.
12	Color choices	Minimum of 2 color options are required to be offered at the same price. The color options must be indicated in the product literature. When product samples are evaluated during the technical evaluation, the sample will be submitted in just one color.
13	Battery	Compatible with air travel
14	Battery charger	Portable or on-board. Length of the cord must be specified.
15	Motors	Free wheel mode must be available
16	Tires	Flat free tires; size not specified
17	Front basket	Removable, size not specified
18	User Manual	User manual must specify all details about operation, maintenance, installation, and safety considerations for the scooter and required options.
19	Energy Efficient	Auto-turn off function
20	Order Form	Required order form must be presented in a professional format, clearly representing the offering company and specific product(s). Items included on the order form must be limited to the standard features and required options included on the proposed BPA.
21	Warranty	Minimum one-year warranty including parts, labor and all associated costs
22	Drive Mechanism	Shall be adjustable to allow the Veteran to drive forward with either the right or left hand depending on identified needs and preferences. Reverse movement is controlled by either pulling the lever back on the same side or pushing the lever forward on the opposite side.
23	Required Options	Rear Basket Cane/crutch holder, Oxygen cylinder holder; accommodates e-cylinder Safety flag Power Seat Elevation (required as option for 3-wheel full size, 4-wheel full size, 3-wheel heavy duty models). Minimum vertical excursion is 5" above lowest seat position. Must include lock-out electronics to prevent driving while seat is elevated or the RESNA test report must include results with seat in elevated position. Service patch at no additional cost.
24	RESNA Test Report	A comprehensive Rehabilitation Engineering Society of North America (RESNA) test report with results for all pertinent sections of WC-1 and WC-2 (2009 version) is required (Attachment 2) .

25	HCPCS Code	Official documentation confirming the Healthcare Common Procedure Coding System (HCPCS) codes assigned by the Medicare Pricing, Data Analysis and Coding (PDAC) Contractor, is required to provide with the response to the solicitation.
26	FDA Documentation	Required documentation from the U.S. Food and Drug Administration (FDA) includes company registration, device listing and 510k letter indicating clearance for marketing.

### 3.5 INFORMATION SECURITY CONSIDERATIONS

3.5.1 The Certification and Accreditation (C&A) requirements do not apply and a Security Accreditation Package is not required (See VA6500).

3.5.2 The contractor shall safeguard Protected Health Information (PHI) and Personally Identifiable Information (PII). The Department of Veteran defines personally identifiable information as: "information which can be used to distinguish or trace an individual's identity, such as their name, social security number, biometric records, etc. alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother's maiden name, etc."

3.5.3 Protected Health Information - Protected Health Information (PHI) is a subset of Health Information, including demographic information collected from an individual, that: (1) is created or received by a health care provider, health plan, or health care clearinghouse (e.g., a HIPAA-covered entity, such as VHA); (2) relates to the past, present, or future physical or mental condition of an individual, or provision of or payment for health care to an individual; and, (3) identifies the individual or where a reasonable basis exists to believe the information can be used to identify the individual. NOTE: VHA uses the term PHI to define information covered by the Privacy Act and the Title 38 confidentiality statutes in addition to HIPAA.

3.5.4 Personally Identifiable Information - Personally Identifiable Information (PII) is any information pertaining to an individual that is retrieved by the individual's name or other unique identifier, as well as PHI regardless of how it is retrieved. PII is a subset of personally identifiable information and is protected by the Privacy Act.

3.5.5 The HIPAA Privacy Rule defines Protected Health Information as PII transmitted or maintained in any form or medium by a covered entity, such as VHA. NOTE: VHA uses the term protected health information to define information that is covered by HIPAA but, unlike PII, may or may not be covered by the Privacy Act or Title 38 confidentiality statutes. In addition, PHI excludes employment records held by VHA in its role as an employer.

**B.4 PRICE/COST SCHEDULE****ITEM INFORMATION**

<b>ITEM NUMBER</b>	<b>DESCRIPTION OF SUPPLIES/SERVICES</b>	<b>QUANTITY</b>	<b>UNIT</b>	<b>UNIT PRICE</b>	<b>AMOUNT</b>
<b>0000</b>	See Attachment 3 - Excel Product Price Schedule for details				
				<b>GRAND TOTAL</b>	_____

## **B.5 IDIQ TERMS AND CONDITIONS**

### **5.1 PRODUCT REMOVAL OR RECALL**

5.1.2 For any product awarded under this contract removed or recalled by the manufacturer due to defects in the product or potential dangers to patients, or if any required removal or recall is suggested or mandated by a regulatory or official agency, the manufacturer agrees to take following steps immediately:

5.1.3 Notify the SAC CO in writing, by the most expeditious manner possible.

5.1.4 Provide copies of the notification to CO, Contracting Specialist, COR, and Manager at Product Recall Office, all Agencies and VA Facilities who purchased the product, which include, but not be limited to the following:

- (1) Complete item description and/or identification, order numbers from customers and the contract number assigned as a result of an issuance on the solicitation;
- (2) Reasons for modifications, removal or recall; and
- (3) Necessary instructions for return for credit, replacement or corrective action.

5.1.5 A copy of the notification will be provided to:

Manager, Product Recall Office  
National Center for Patient Safety  
Veterans Health Administration  
24 Frank Lloyd Wright Drive, Lobby M  
Ann Arbor, MI 48106

### **5.2 PRODUCT REFRESH**

5.2.1 Product refresh is when a current CLIN is no longer being manufactured due to obsolescence and the product item is being replaced with a newer, and more often, a superior version of the same item. The current CLIN product will be revised to reflect the refreshed product information, manufacturer's part number, IDIQ price (inclusive of SLA fee), etc.

5.2.2 The Government reserves the right to not accept the products offered under product refresh. All products offered shall be provided with the contractor's commercial warranty.

5.2.3 The contractor agrees to ensure that all upgraded improved/replaced products meet American with Disabilities Act (ADA) and Health Information Portability and Accountability Act (HIPAA) Federal requirements, See Attachment 4 – Sample Business Associate Agreement (to be executed after award).

5.2.4 The contractor shall provide the COR and CO the following information for product refresh:

- (1) A list of specific awarded item(s) being refreshed in the Price/Cost Schedule (to include commercial pricing, discount offered, and IDIQ price (inclusive of SLA fee));
- (2) Product literature for the item(s) refreshed.
- (3) A detailed description of the differences or benefits of refreshed as compared to the item(s) being discontinued or added.
- (4) Proper identification of any product requirements and/or procedures related to those product(s) proposed to be refreshed or upgraded.
- (5) FDA approval. If applicable
- (6) Provide historical sales to VA by item(s), if applicable
- (7) Copy of Commercial Warranty.

The request shall be submitted to the COR, copy to the Contract Specialist and CO, for review and recommendation of approval to be submitted to the CO. The CO shall prepare a bilateral modification for execution.

### **5.3 NOTIFICATION OF SUBSTITUTED AND BACK-ORDERED ITEMS/REPLACEMENT WITH ALTERNATE SUPPLY**

5.3.1 The contractor shall notify the authorized purchaser point of contact within one (1) business day for non-emergency orders and within four (4) hours of an emergency order if any parts/materials cannot be delivered in accordance with the individual delivery order requirements. To ensure that the correct items are shipped, the contractor shall not substitute items without prior approval by order point of contact. Instances where the contractor cannot meet the Government's requirement(s), the contractor shall notify the order point of contact of the shortest delivery period available. If the contractor's shortest delivery period is not acceptable to the Government, the Government reserves the right to procure the item(s) from other sources.

5.3.2 The contractor agrees to supply established item(s) to satisfy the Government's requirement when an order is placed under the contract during the duration of the effective period of the contract. If, however, contractor determines to terminate production or supply of the selected item and contemplates replacement with alternative item, the Government reserves the right to evaluate the potential replacement item(s). There is no guarantee that the Government will evaluate any replacement item(s)

favorably. If the Government determines the replacement item(s) as unacceptable, the individual item(s) may be cancelled.

## **5.4 ORDERING**

5.4.1 The resultant IDIQ will be decentralized. Orders below \$3,500.00 will be placed by Prosthetics Government Purchase Card Holders. Orders over \$3,500.00 shall be placed by warranted CO's. Orders exceeding the micro-purchase threshold may be placed against this IDIQ via Electronic Data Interchange (EDI), via facsimile or in writing. No verbal/oral orders can be placed or accepted on this IDIQ.

5.4.2 "Government wide commercial purchase card" means a uniquely numbered credit card issued by a contractor under GSA's Government wide Contract for Fleet, Travel, and Purchase Card Services to named individual Government employees or entities to pay for official Government purchases.

5.4.3 The contractor may accept payments for written orders made using the Government wide commercial purchase card. Invoicing instructions will be identified in delivery orders.

5.4.4 The contractor shall not process a transaction for payment through the purchase card clearinghouse until the purchased supplies have been accepted. Purchase card transactions shall be included in the quarterly sales reporting.

5.4.5 Orders shall be made via one of the following methods: To be identified by the contractor in response to the solicitation (i.e. fax, email etc.).

5.4.6 At a minimum order shall contain the following information

- Date of order.
- Contract number and order number.
- For supplies and services, line item number, subline item number (if applicable), description, quantity, and unit price or estimated cost and fee (as applicable). The corresponding line item number and subline item number from the base contract shall also be included.
- Delivery or performance schedule.
- Place of delivery or performance (including consignee).
- Any packaging, packing, and shipping instructions.
- Accounting and appropriation data.
- Method of payment and payment office, if not specified in the contract

5.4.7 Authorized to Purchase - Any individual in VHA who has ordering/contracting authority, on behalf of VHA, to place orders, may use the IDIQ. Governmental agencies will require an interagency agreement with the Department of Veterans Affairs to place orders against this IDIQ. Ordering Officers may be appointed and delegated the responsibility to place orders against this contract, if authorized. All ordering officers will be appointed and delegated by a warranted Contracting Officer in accordance with VA Procurement Policy.

## 5.5 REPORTS

5.5.1 In order to track compliance, VA requires the contractor to submit the quarterly sales report (QSR). The QSR shall include part number, quantity sold, contract unit price, total price sold per part number, facility sold, total quarterly sales, and SLA fee. Format to be developed by the contractor and submitted to Government for review upon award. The QSR shall be submitted on Government fiscal calendar year. See below:

QUARTER	PERIOD OF SALES	SUBMISSION DUE DATE
1 <sup>st</sup>	October – December	Due last day in February
2 <sup>nd</sup>	January – March	May 31 <sup>st</sup>
3 <sup>rd</sup>	April – June	August 31 <sup>st</sup>
4 <sup>th</sup>	July – September	November 30 <sup>th</sup>

5.5.2 The contractor agrees that they shall adhere to this requirement. The contractor shall provide a QSR, after the end of each fiscal quarter ending December, March, June, and September and no later than the submission due dates. Reports shall be sent electronically to the SAC IDIQ Government points of contact, Contract Specialist at Financial Management Analyst at [SACPAY@va.gov](mailto:SACPAY@va.gov) and VA PAS at [VA003B1DEmp@va.gov](mailto:VA003B1DEmp@va.gov); until the contractor is notified, in writing, of a different point of contact.

5.5.3 A closeout report must cover all sales not shown in the QSR and reconcile all errors and credits. If the Contractor reported all contract sales and reconciled all errors and credits on the QSR, then a closeout report is not required. All closeout reports shall be submitted by December 31<sup>st</sup> (if required).

5.5.4 The Government reserves the right to inspect without further notice such records of the Contractor as they pertain to sales under this contract. Willful failure or refusal to furnish the required reports, or falsification thereof, may be cause for Government contractual remedies under FAR 52.212-4 Contract Terms and Conditions – Commercial Items.

## 5.6 DELIVERY REQUIREMENTS

5.6.1 Standard Delivery: Delivery shall be made Free On Board (FOB) destination to any Veterans Affairs Medical Centers (VAMC) facility (which may include outpatient facilities) within the Continental United States (CONUS) and Outside the Continental United States (OCONUS).

5.6.2 Alternate Delivery: To meet the needs of Veteran patients across the VA healthcare system, there may be times the local PSAS will require delivery to an alternate location.

5.6.3 Alternate delivery **shall** only be used when the need arises to ship prescribed item(s) to other than the local medical center or Community Based Outpatient Clinics (CBOC). The local PSAS office will create a delivery order, to include the address to where the item(s) are to be shipped. This order can be placed by the local VAMC in the most economical manner they deem fit (i.e. GPC or delivery order). Alternate delivery procedures shall safeguard PHI and PII.

5.6.4 Upon the receipt of an alternate delivery order (applicable to shipping directly to Veteran):

- a. Delivery shall be FOB destination to the address indicated on the delivery order.
- b. Deliveries will be shipped using a mail tracking system to identify location and proof of delivery. The contractor shall retain proof of delivery and shall provide the information upon request from the VA.
- c. Regular deliveries shall be made within 7 business days after receipt of a delivery order and expedited delivery within 3 business days.
- d. The Government acceptance of all delivery orders shall take place at the delivery point.

5.6.5 Schedule for Deliverables: The following provisions apply to all shipments:

Inspection: Destination

Acceptance: Destination

5.6.6 Ship To and Mark For: Deliveries shall be marked and shipped to various VHA locations or alternate delivery address nationwide which will be identified under each order placed against the IDIQ

5.6.7 Special Shipping Instructions: Prior to shipping, the contractor shall notify VHA site point of contact by telephone and/or email, of all incoming deliveries including line-by-line details for review of requirements. All shipments, either single or multiple container deliveries, will bear VA's Order number on external shipping labels and

associated manifests or packing lists. In the case of multiple container deliveries, a readable statement near the order number will indicate total number of containers for the complete shipment (ex. "Package 1 of 2"), clearly readable on manifests and external shipping labels.

Packing Slips/Labels and Lists shall include the following:

IFCAP PO # \_\_\_\_\_ (e.g., 166-E11234)

Total number of Containers: Package \_\_\_ of \_\_\_. (e.g., Package 1 of 3)

## **5.7. INSPECTION AND ACCEPTANCE**

The acceptance paragraph in FAR 52.212-4 is based upon the assumption that the Government will rely on the contractor's assurances that the commercial item tendered for acceptance conforms to the IDIQ requirements. The Government's inspection of commercial items will not prejudice its other rights under the acceptance paragraph.

## **5.8 CONTRACT MODIFICATIONS AND PRICE ADJUSTMENTS**

The CO is the only person authorized to modify the contract. Any changes to the terms and conditions of the contract shall be accomplished via bilateral modification.

## **SECTION C - CONTRACT CLAUSES**

### **ADDENDUM TO FAR 52.212-4 CONTRACTING TERMS AND CONDITIONS – COMMERCIAL ITEMS (JAN 2017)**

#### **C.1 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS—COMMERCIAL ITEMS (JAN 2017)**

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

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

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

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

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

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

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

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

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

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

(5) [Reserved]

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

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

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

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

(10) [Reserved]

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

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

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

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

(13) [Reserved]

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

(ii) Alternate I (NOV 2011).

(iii) Alternate II (NOV 2011).

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

(ii) Alternate I (Oct 1995) of 52.219-7.

(iii) Alternate II (Mar 2004) of 52.219-7.

(16) 52.219-8, Utilization of Small Business Concerns (NOV 2016) (15 U.S.C. 637(d)(2) and (3)).

(17)(i) 52.219-9, Small Business Subcontracting Plan (JAN 2017) (15 U.S.C. 637(d)(4)).

(ii) Alternate I (NOV 2016) of 52.219-9.

(iii) Alternate II (NOV 2016) of 52.219-9.

(iv) Alternate III (NOV 2016) of 52.219-9.

- (v) Alternate IV (NOV 2016) of 52.219-9.
- (18) 52.219-13, Notice of Set-Aside of Orders (NOV 2011) (15 U.S.C. 644(r)).
- (19) 52.219-14, Limitations on Subcontracting (JAN 2017) (15 U.S.C. 637(a)(14)).
- (20) 52.219-16, Liquidated Damages—Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).
- (21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (NOV 2011) (15 U.S.C. 657f).
- (22) 52.219-28, Post Award Small Business Program 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.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

[] (56) 52.232-30, Installment Payments for Commercial Items (JAN 2017) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

[] (57) 52.232-33, Payment by Electronic Funds Transfer—System for Award Management (Jul 2013) (31 U.S.C. 3332).

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

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

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

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

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

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

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

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

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

(3) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**Note to paragraph (e)(1)(xvii):** By a court order issued on October 24, 2016, 52.222-59 is enjoined indefinitely as of the date of the order. The enjoined paragraph will become effective immediately if the court terminates the injunction. At that time,

DoD, GSA, and NASA will publish a document in the **Federal Register** advising the public of the termination of the injunction.

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

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

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

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

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

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

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

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

(End of Clause)

## **C.2 52.216-18 ORDERING (OCT 1995)**

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

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

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

(End of Clause)

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

(a) *Minimum order.* When the Government requires supplies or services covered by this contract in an amount of less than \$1,000.00 the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

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

(1) Any order for a single item in excess of \$75,000.00;

(2) Any order for a combination of items in excess of \$150,000.00; or

(3) A series of orders from the same ordering office within – seven (7) days that together call for quantities exceeding the limitation in paragraph (b)(1) or (2) of this section.

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

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 3 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of Clause)

### **C.4 52.216-22 INDEFINITE QUANTITY (OCT 1995)**

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; *provided*, that the Contractor shall not be required to make any deliveries under this contract after March 31, 2023.

(End of Clause)

#### **C.5 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)**

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 days of contract expiration; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 30 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 60 months.

(End of Clause)

#### **C.6 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.7 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.8 VAAR 852.215-71 EVALUATION FACTOR COMMITMENTS (DEC 2009)**

The offeror agrees, if awarded a contract, to use the service-disabled veteran-owned small businesses or veteran-owned small businesses proposed as subcontractors in accordance with 852.215-70, Service-Disabled Veteran-Owned and Veteran-Owned Small Business Evaluation Factors, or to substitute one or more service-disabled veteran-owned small businesses or veteran-owned small businesses for subcontract work of the same or similar value.

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

(End of Clause)

#### **C.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)

## **C.12 MANDATORY WRITTEN DISCLOSURES**

Mandatory written disclosures required by FAR clause 52.203-13 to the Department of Veterans Affairs, Office of Inspector General (OIG) must be made electronically through the VA OIG Hotline at <http://www.va.gov/oig/contacts/hotline.asp> and clicking on "FAR clause 52.203-13 Reporting." If you experience difficulty accessing the website, call the Hotline at 1-800-488-8244 for further instructions.

## **C.13 SAC 16-01 – SAC Service Level Agreement Fee and Submission of Quarterly Sales Reports; Open Market (January, 2016)**

### **a. Service Level Agreement Fee.**

The Service Level Agreement (SLA) fee is established by the Supply Fund Board and is provided as a means of reimbursement for customary acquisition-related services necessary to obtain contractor services and/or supplies as required. The SLA is reimbursed to the SAC based on rates established by the supply fund board and are recouped based on a percentage of total quarterly sales. The Supply Fund Board may change the percentage at any time, but typically not more than once per year. Upon a change in the SLA, the Contracting Officer (CO) shall issue a unilateral modification to apply the change to CLIN prices based upon the SLA rate change. The SAC will provide reasonable notice prior to the effective date of the change.

In order to facilitate SLA reimbursement, offerors must include (imbed) the SLA fee into their prices; therefore, the fee will be reflected in the total amount charged and transparent to ordering activities.

**The current SLA which applies to this contract action is 3.0%.** This SLA Fee shall be imbedded in the awarded contract/agreement price(s), and offers submitted in response to this solicitation shall include this SLA Fee in the price of every line item offered.

### **b. Quarterly Sales Reports.**

The Contractor shall report all contract sales under this contract and submit collected SLAs as follows:

(1)The Contractor shall accurately report the dollar value, in U.S. dollars and rounded to the nearest whole dollar, of all sales made under this contract by calendar quarter (January 1–March 31, April 1–June 30, July 1–September 30, and October 1–December 31). Reported sales must include all sales made to all authorized contract or agreement users, whether shipped directly to the users or through Prime Vendor

contractors. The report shall reflect sales by contract line item and shall segment sales by the Department of Veterans Affairs (VA) and Other Government Agencies (OGA). The reported contract sales shall include the SLA Fee and each quarterly report shall show the total SLA Fee amount collected on the reported sales. The Contractor shall maintain a consistent accounting method of sales reporting, based on the Contractor's established commercial accounting practice. The Contractor shall consistently use only one of the following acceptable points at which sales may be reported—

- i. Receipt of order;
- ii. Shipment or delivery, as applicable;
- iii. Issuance of an invoice; or
- iv. Payment.

(2) Sales under this contract/agreement shall be reported to the SAC within 60 calendar days following the completion of each reporting quarter. The Contractor shall continue to furnish quarterly reports, including "zero" sales, through physical completion of the last outstanding order of the contract/agreement.

(3) The sales report signed by an authorized representative of the contractor shall be emailed to the appropriate individual(s) listed in the terms and conditions of the contract or agreement.

#### **c. SLA Remittance**

The Contractor shall remit the SLA fee to the SAC in U.S. dollars within 60 calendar days after the end of the reporting quarter and final payment shall be remitted within 60 days after physical completion of the last outstanding task order or delivery order of the contract.

The SLA Fee amount collected and due shall be paid electronically. To ensure that the payment is credited properly, the contractor shall electronically transmit the SLA fee at [www.pay.gov](http://www.pay.gov) (VA Strategic Acquisition Center (SAC)); specific instructions shall be provided when the contract action resulting from this solicitation is awarded (i.e. post-award/BPA issuance conference and/or post-award letter when used in lieu of a conference).

The Government reserves the right to inspect, without further notice, such records of the Contractor as pertinent to sales under any contract or agreements resulting from this solicitation. Failure to remit the full amount of the SLA within 60 calendar days after the end of the applicable reporting period constitutes a contract debt to the United States Government under the terms of Federal Acquisition Regulation (FAR) Subpart 32.6. The Government may exercise all rights under the Debt Collection Improvement Act of 1996, including withholding or setting off payments and interest on the debt (see FAR clause

52.232-17, Interest). Should the Contractor fail to submit the required sales reports, falsify them, or fail to timely pay the SLA, the Government shall have, in addition to the rights and remedies described in this clause, all other rights and remedies permitted by Federal law and statutes.

(End of Clause)

**C.14 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)

<b><u>FAR NUMBER</u></b>	<b><u>TITLE</u></b>	<b><u>DATE</u></b>
52.203-17	CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS	APR 2014
52.203-19	PROHIBITION ON REQUIRING CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS OR STATEMENTS	Jan 2017
52.212-4	CONTRACT TERMS AND CONDITIONS—COMMERCIAL ITEMS	JAN 2017
52.232-17	INTEREST	May 2014
52.232-37	MULTIPLE PAYMENT ARRANGEMENTS	MAY 1999
52.232-40	PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS	DEC 2013

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

Attachment 1 - Contractor Discrepancy Report

Attachment 2 – RESNA Test Report (September 2017)

Attachment 3 – Excel Product Price Schedule

Attachment 4 – Sample Business Associate

Agreement Attachment 5 - Questions

Attachment 6 - Past Performance Questionnaire

## **SECTION E - SOLICITATION PROVISIONS**

### **ADDENDUM to 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. Full text is available at <http://farsite.hill.af.mil/vffara.htm> or by the contracting officer upon request.

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

#### **E.1 BASIS OF AWARD**

The Department of Veterans Affairs (VA), Strategic Acquisition Center is issuing this Request for Proposal (RFP) for establishing up to four single-award Indefinite Delivery Indefinite Quantity (IDIQ) contracts by award group for Scooters. The Government reserves the right to establish as many or few as determined appropriate based on the results of this competition.

This acquisition unrestricted and is being conducted in accordance with the procedures in Federal Acquisition Regulation FAR part 12 Acquisition of Commercial Items in conjunction with FAR part 15 Contracting by Negotiation.

#### **E.2 GENERAL INSTRUCTIONS**

Proposals must stipulate that it is predicated upon the terms and conditions of this RFP. The RFP must be signed by an official authorized to bind your organization and be valid for a period of no less than 120 days from the date of receipt by the Government.

The Government will evaluate your proposal in accordance with the evaluation criteria set forth within this RFP.

The Government will not incur costs associated with the preparation and submission of your proposal. All proposals received in response to this RFP, shall become a part of the official contract file.

The resultant contract(s) will include all applicable clauses. Clauses incorporated by reference can be found at <http://farsite.hill.af.mil/vffara.htm>.

### E.3 QUESTIONS

Questions relating to this RFP shall be emailed to the Contract Specialist (CS): [Joy.Garrett-Bey@va.gov](mailto:Joy.Garrett-Bey@va.gov) and Contracting Officer (CO): [LeShanna.Calahan@va.gov](mailto:LeShanna.Calahan@va.gov). All questions shall be submitted in writing in accordance with the RFP.

Only written questions submitted using **Attachment 5** will be accepted. All questions are due fourteen (14) calendar days after the posting of the solicitation at 12:00 noon EST. The Government reserves the right not to answer any questions submitted after the due date and time.

### E.4 PROPOSAL SUBMISSION INSTRUCTIONS

The proposal must be submitted and received by the Government no later than the time specified in SF1449 Block 8, unless this date is changed via a formal amendment. One complete copy of the proposal shall be emailed to [Joy.Garrett-Bey@va.gov](mailto:Joy.Garrett-Bey@va.gov) and [LeShanna.Calahan@va.gov](mailto:LeShanna.Calahan@va.gov).

Physical Evaluation: Submissions that pass Phase I requested to provide delivery of the proposed scooter for Phase II physical evaluation. The location of the physical evaluation and specific instructions for product delivery will be provided at least seven days before delivery is due. Products must be delivered and assembled by a company representative and fully ready to be utilized; shipped products will not be accepted. One hard copy of the Volume I (literature review) must be provided for the physical evaluation. **Hard Copy shall be delivered with the scooter sample.**

The Government is not responsible for confirming receipt. An offer received late will be unresponsive and shall receive no further consideration. The Government will not be responsible for any items not picked due date and time identified.

In accordance with FAR 52.212-1(f), offerors are responsible for submitting proposal to reach the Government office designated in the solicitation by the date and time specified in the solicitation. These e-mail inboxes are the Government office designated in the solicitation as defined in FAR 52.212-1(f)(1) for timely receipt of proposals. This does not include the initial point of entry to the Government infrastructure. Exceptions for late receipt of electronic submissions are specifically outlined in FAR 52.212-1(f)(2). Offerors are encouraged to familiarize themselves with this section and submit proposals no later than 5:00 PM one working day prior to the date specified for receipt due to the anticipated number of submissions that will enter the Government infrastructure. The CO and CS cannot guarantee a confirmation of receipt. Proposals received after the closing date and time may not be accepted. Finally, due to VA email file size restrictions (6 MB), contractors may need to logically separate their proposals

into separate emails. If this is necessary, contractors should attempt to contain complete volume within single email transmissions (and not split volumes).

PROPOSAL FILES. Proposals shall be submitted in accordance with the following instructions:

a. Format. The submission shall be clearly indexed and logically assembled. Each volume shall be clearly identified and shall begin at the top of a page. All pages of each volume shall be appropriately numbered and identified by the complete company name, date and solicitation number in the header and/or footer. **A header and footer shall be added to all supplemental documents.** Proposal page limitations are applicable to this procurement. The table below indicates the maximum page count (when applicable) for each volume of the proposals submission.

All files will be submitted as either a Microsoft Excel (.XLS) file or an Acrobat (PDF) file or compatible as indicated in the table. Page size shall be no greater than 8 1/2" x 11" with printing on one side, only. The top, bottom, left and right margins shall be a minimum of one inch (1") each. Font size shall be no smaller than 12-point. Arial or Times New Roman fonts are required. Characters shall be set at no less than normal spacing and 100% scale. Tables and illustrations may use a reduced font size not less than 8-point and may be landscape. Line spacing shall be set at no less than single space. Each paragraph shall be separated by at least one blank line. Page numbers, company logos, and headers and footers may be within the page margins ONLY, and are not bound by the 12-point font requirement. All proprietary information shall be clearly and properly marked. Footnotes to text shall not be used. Additionally, contractors shall not use hyperlinks or embedded files of any kind in any proposal volume. If included, these will not be reviewed or evaluated. If the contractor submits annexes, documentation, attachments or the like, not specifically required by this solicitation, such will count against the offerors page limitations unless otherwise indicated in the specific volume instructions below. Pages in violation of these instructions, either by exceeding the margin, font or spacing restrictions or by exceeding the total page limit for a volume, may not be evaluated. Pages not evaluated due to violation of the margin, font or spacing restrictions will not count against the page limitations. The page count will be determined by counting the pages in the order they come up in the print layout view.

b. File Packaging. **Do not compress (zip) proposal files.** VA Network Security Operations Center (NSOC) has temporarily blocked email attachments with the ".zip" extension as a mitigation measure against the ongoing world-wide ransomware event impacting many organizations. During this time, **.zip file extensions will be permanently stripped from email traffic, and will not be recoverable.** Due to VA email file size restrictions, offerors are encourage to logically separate their proposal into separate emails. If this is necessary, offerors should attempt to contain complete volume within single email transmissions (and not split volumes). Offerors are

encouraged to review and ensure that sufficient bandwidth is available on their end of the transmission.

c. **Content Requirements.** All information shall be confined to the appropriate file. The contractor shall confine submissions to essential matters, sufficient to define the proposal and provide an adequate basis for evaluation. Offerors are responsible for including sufficient details, in a concise manner, to permit a complete and accurate evaluation of each proposal.

The titles and page limits requirements for each file are shown in the table below:

**Volume, Title, and Page Limitations**

<b>Volume Number</b>	<b>Factor</b>	<b>File Name</b>	<b>Page Limitations</b>
Volume I	Technical	[Contractor Name] Tech.pdf	None
Volume II	Performance Risk	[Contractor Name] PP.pdf	6 pages
Volume III	Socio Economic Consideration	[Contractor Name] Socio.pdf	None
Volume IV	Price	[Contractor Name] Price .xls/.xlsx/.pdf	None
Volume V	Small Business Subcontracting Plan	[Contractor Name].SBP.pdf]	None
Volume VI	SF1449, Amendments & Other Documents	[Contractor Name] Other.pdf	None

A cover page, table of contents and/or a glossary of abbreviations or acronyms will not be included in the page count of any volume. However, be advised that all information contained within any table of contents and/or glossary of abbreviations or acronyms submitted with an offerors response will not be evaluated by the Government.

**VOLUME I – TECHNICAL**

Under no circumstances shall any pricing be included in the Technical Volume. Offeror shall at a minimum address the following:

- a. **Literature Review:** The technical volume shall include sufficient documentation (product literature) to demonstrate the product(s) offered meet the Minimum Technical Requirements (MTRs) in B.4 and index (including but not limited to: brochures, catalogs, and product manuals, illustrations, etc.

The technical volume shall include RESNA test reports, HCPCS Code, FDA documentation, sample order form, and warranty documentation. The product literature shall allow for thorough evaluation of the product(s) being offered. As a supplement to the RESNA test report, the offeror is **REQUIRED** to provide an index that provides a correlation between the specified MTRs and the page number in the test report where compliance with each MTR is confirmed, where applicable. The format for the index is not specified. Reference to product literature to confirm compliance with specifications will not suffice.

- b. Letter of Supply: The offeror shall provide a letter of supply. The letter shall demonstrate that the offeror will have an uninterrupted source of supply from which to satisfy the Government's requirements for the life of the contract period, including options if exercised.
- c. Authorized Distributor: The offeror shall provide authorized distributor letter from the manufacture for each product proposed authorizing the offeror to be a distributor for the life of the contract period including options if exercised. The letter shall be on the manufacturer letterhead and contain signature of authorized official of the manufacturer. The letter shall identify the specific product(s) authorized distribute on behalf of the manufacturer.
- d. Physical Evaluation (Phase II): The offeror shall submit the sample proposed product(s) for physical evaluation and one technical volume hard copy. The proposed product(s) shall be clearly labeled. The costs associated with delivery and device set-up of the proposed sample Scooter shall be borne by the offeror Each offeror shall acknowledge that (1) the sample is being offered without expectation of payment, and (2) offeror waives any future pay claims against the Government. It will be the responsibility of each offer to pick up devices upon completion of the physical inspection.
- e. The technical volume shall demonstrate the ability to meet the requirements in the solicitation.

## VOLUME II – PERFORMANCE RISK

The offeror shall provide a description of up to three contracts, for which performance occurred during the last three years immediately prior to the proposal submission date. The contracts may be held with Federal, State, and local governments or private entities and may represent prime contracts, task/delivery orders, or subcontracts. The contracts may be held by any member of the proposed vendor structure. The contracts must be relevant, defined as product(s) which, when considered are similar in size (volume), scope and/or complexity (national) when compared to the anticipated requirements of this procurement. Data concerning the prime contractor shall be provided first, followed by each proposed teaming partner, in alphabetical order. For each the offeror, shall provide the following:

- (1) Contract information, to include:

- (a) Contractor/Subcontractor place of performance, CAGE Code and DUNS Number. If the work was performed as a subcontractor, also provide the name of the prime contractor and Point of Contact (POC) within the prime contractor organization (name, and current address, email address, and telephone and fax numbers);
- (b) Contracting activity, and current address, Procuring Contracting Officer's name, e-mail address, and telephone number; (c) Technical representative/Contracting Officer's Representative (COR), and current e-mail address, and telephone number;
- (c) Contract Number and, in the case of Indefinite Delivery type contracts, GSA contracts, and Blanket Purchase Agreements, include Task/Delivery Order Number(s) also;
- (d) Contract Type (specify type such as Fixed Price (FP), Cost Reimbursement (CR), Time & Materials (T&M), etc.). In the case of Indefinite Delivery contracts, indicate specific type (Requirements, Definite Quantity, and Indefinite Quantity) and secondary contract type (FP, CR, T&M, etc.);
- (e) Awarded price/cost and final, or projected, final price/cost;
- (f) Original delivery schedule, including dates of start and completion of work and final, or projected final, delivery schedule, including dates of start and completion of work.

(2) Contract description: The offeror shall provide a narrative explanation describing the scope and purpose of the contract and detailing how the effort is relevant to the requirements of this solicitation. For any contract(s)/task order(s) that did not/do not meet original schedule or technical performance requirements, provide a brief explanation of the reason(s) for the shortcoming(s) and any corrective action(s) taken to avoid recurrence. The offerors shall indicate if any of the contracts listed were terminated and the type and reasons for the termination.

(3) New Corporate Entities. New corporate entities may submit data on prior contracts involving its officers and employees. However, in addition to the other requirements in this section, the offeror shall discuss in detail the role performed by such persons in the prior contracts cited. Information should be included in the files described in the sections above.

(4) The offeror may submit a maximum of three Past Performance Questionnaires (PPQs) (See **Attachment 6**) per award group. The offeror shall distribute the PPQ

found in the solicitation to a POC for each of the past performance references found in the above-mentioned narrative. The Government will accept only one completed PPQ per narrative. The offeror shall instruct the POC at the referenced entity to return a copy of the completed PPQ directly to the CS and CO at [Joy.Garrett-Bey@va.gov](mailto:Joy.Garrett-Bey@va.gov) and [LeShanna.Calahan@va.gov](mailto:LeShanna.Calahan@va.gov).no later than the closing date of the solicitation.

The Government may also consider past performance information obtained through other sources. Past performance, information will be utilized to determine the quality of the offerors past performance as it relates to the probability of success of the required effort. The Government may use information provided by the offeror in their proposal submission, information in both Government and commercial databases, and other available information that VA determines is reasonable.

If the offeror has no relevant past performance, it shall affirmatively state that it possesses no relevant past performance.

### VOLUME III – SOCIOECONOMIC CONSIDERATIONS

- a. The order of preference will be:
  - i. Service-Disabled Veteran-Owned Small Business (SDVOSB);
  - ii. Veteran-Owned Small Business (VOSB); then
  - iii. Non-Veteran Owned Contractors proposing sub-contracting with SDVOSBs and VOSBs.
- b. Substantiating documents such as teaming agreements, mentor protégé agreements, and the like must be submitted with the proposal.
- c. To receive credit as an SDVOSB or VOSB, a contractor must be registered and verified in the VetBiz.gov Contractor Information Pages (VIP) database at [www.vetbiz.gov](http://www.vetbiz.gov) at the time of award, in accordance with Veterans Affairs Acquisition Regulation (VAAR) 852.215-70 and registered in System for Award Management (SAM) as required by 48 CFR subpart 4.11, to be eligible to participate in VA VOSB prime contracting and subcontracting opportunities programs to receive new contract awards.
- d. Non-Veteran Owned contractors must state in their proposal the names of the SDVOSBs and VOSBs with whom they may intend to subcontract and provide a brief description of the proposed subcontracts and the approximate dollar values of the proposed subcontracts. In addition, the proposed subcontractors must be registered and verified in the VetBiz.gov VIP database at [www.vetbiz.gov](http://www.vetbiz.gov) in accordance with VAAR 852.215-70 and registered in System for Award Management (SAM) as required by 48 CFR Subpart 4.11, to be eligible to participate

in VA VOSB prime contracting and subcontracting opportunities programs to receive new contract awards.

- e. To the maximum extent feasible, the contractor and any subcontractors shall comply with VA's VOSB, SDVOSB, socioeconomic, and other small business goals, including, but not limited to, 38 U.S.C. §8127.
- f. The contractor shall agree, if awarded a contract, to use the SDVOSB or VOSBs proposed as subcontractors or to substitute one (1) or more SDVOSBs or VOSBs for subcontract work of the same or similar value.
- g. The VA will assign evaluation credit for a contractor (prime contractor) that is a SDVOSB or VOSB. Non-Veteran Owned firms that subcontract 7% or more of the contract value to a SDVOSB or 10% or more of the contract value to VOSB will also receive evaluation credit. The factor will be evaluated by the CO.

#### VOLUME IV – PRICE

**IDIQ PRICING PRICE/COST SCHEDULE:** The offeror shall complete **Attachment 3** excel spreadsheet columns each award group. Offerors must propose pricing for each line item in an award group. This is an all or none. Failure to propose on each line item will deem proposal non-responsive and the proposal will be eliminated from further consideration. If an accessory item is being offered at no cost the offeror must indicate in price/cost schedule (no charge).

The offeror shall provide Most Favored Customer (MFC) price, Most Favored Government (MFG) price, commercial catalog price, proposed price without Service Level Agreement (SLA), and proposed price with SLA. The MFC/MFG is the commercial/Government customer who receives the best net price regardless of terms and conditions.

Offeror shall provide **one copy** of its current published (dated or otherwise identified) commercial descriptive catalogs and/or pricelist from which discounts are offered.

Price Rounding Issue - The Government requires contractors to proposal unit prices and total prices that are two decimal places and requires the unit prices and total prices to be displayed as two decimal places. Ensure that the two-digit unit price multiplied by the item quantity equals the two-digit total item price (there should be no rounding). Contractors shall ensure that the actual values in the spreadsheet cells are no more than two decimal places even if values in the spreadsheet cells are formatted to display two decimal places.

#### VOLUME V – SMALL BUSINESS SUBCONTRACTING PLAN

Each Large Business Offeror shall provide a Small Business Subcontracting Plan that contains all of the elements required by FAR 52.219-9. If the large business does not have an approved Master Plan or approved Commercial Plan, then an Individual Subcontracting Plan must be submitted that includes an assurance that small businesses will be given the maximum practicable opportunity to participate in contract performance.

#### VOLUME VI - SF1449, Amendments, and Other Documents

This Volume shall contain the following:

- a. Signed Standard Form (SF1449) and Acknowledgement of Amendment(s), if any. An official authorized to bind the firm shall sign the SF 1449, all amendment(s) (SF30s), and all certifications requiring original signature. An Acrobat PDF file shall be created to capture the signatures for submission.
- b. 52.209-5 Certification Regarding Responsibility Matters (OCT 2015).
- c. 52.209-7 Information Regarding Responsibility Matters (JUL 2013).
- d. 52.209-11 Representation by Corporation Regarding Delinquent Tax Liability or a Felony Conviction Under any Federal (FEB 2016).
- e. Completed provision 52.212-3, Representations and Certifications, if not completed in System for Award Management (SAM). All offerors shall be self-certified in SAM ([www.sam.gov](http://www.sam.gov)) under NAICS code 336991.
- f. Copy of the offeror's VA SDVOSB or VOSB verification determination and registration and/or evidence the offeror is a verified and registered SDVOSB or VOSB on the Vendor Information Pages at [www.vip.vetbiz.gov](http://www.vip.vetbiz.gov), if applicable.
- g. Any proposed terms and conditions and/or assumptions upon which the proposal is predicated. Contractors are hereby advised that any contractor-imposed terms and conditions and/or assumptions which deviate from the Government's material terms and conditions established by the solicitation, may render the proposal non-responsive, and thus ineligible for award.

(End of Addendum to 52.212-1)

**E.5 52.203-98 PROHIBITION ON CONTRACTING WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS—REPRESENTATION (DEVIATION) (FEB 2015)**

(a) In accordance with section 743 of Division E, Title VII, of the Consolidated and Further Continuing Resolution Appropriations Act, 2015 (Pub. L. 113-235), Government agencies are not permitted to use funds appropriated (or otherwise made available) under that or any other Act for contracts with an entity that requires employees or subcontractors of such entity seeking to report fraud, waste, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or contactors 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.

(b) The prohibition in paragraph (a) of this provision does not contravene requirements applicable to Standard Form 312, Form 4414, or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

(c) *Representation.* By submission of its offer, the Offeror represents that it does not require employees or subcontractors of such entity seeking to report fraud, waste, 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.

(End of Provision)

**E.6 52.209-5 REPRESENTATION BY CORPORATIONS REGARDING AN UNPAID TAX LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW (DEVIATION)(MAR 2012)**

(a) In accordance with Division H, sections 8124 and 8125 of P.L. 112-74 and sections 738 and 739 of P.L. 112-55 none of the funds made available by either Act may be used to enter into a contract with any corporation that—

(1) Has an unpaid federal tax liability, unless the agency has considered suspension or debarment of the corporation and the Suspension and Debarment Official has made a determination that this action is not necessary to protect the interests of the Government.

(2) Has a felony criminal violation under any Federal or State law within the preceding 24 months, unless the agency has considered suspension or debarment of the corporation and Suspension and Debarment Official has made a determination that this action is not necessary to protect the interests of the Government.

(b) The Offeror represents that—

(1) The offeror does [ ] does not [ ] have any unpaid Federal tax liability that has been assessed and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

(2) The offeror, its officers or agents acting on its behalf have [ ] have not [ ] been convicted of a felony criminal violation under a Federal or State law within the preceding 24 months.

(End of Provision)

#### **E.7 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.8 52.216-1 TYPE OF CONTRACT (APR 1984)**

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

(End of Provision)

#### **E.9 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:

U.S. Department of Veterans Affairs  
Office of Acquisition Operations  
Strategic Acquisition Center  
10300 Spotsylvania Ave | STE 400  
Fredericksburg VA 22408-2697

Mailing Address:

U.S. Department of Veterans Affairs  
Office of Acquisition Operations  
Strategic Acquisition Center  
10300 Spotsylvania Ave | STE 400  
Fredericksburg VA 22408-2697

(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.10 VAAR 852.215-70 SERVICE-DISABLED VETERAN-OWNED AND VETERAN-OWNED SMALL BUSINESS EVALUATION FACTORS (JUL 2016)(DEVIATION)**

(a) In an effort to achieve socioeconomic small business goals, depending on the evaluation factors included in the solicitation, VA shall evaluate offerors based on their service-disabled veteran-owned or veteran-owned small business status and their

proposed use of eligible service-disabled veteran-owned small businesses and veteran-owned small businesses as subcontractors.

(b) Eligible service-disabled veteran-owned offerors will receive full credit, and offerors qualifying as veteran-owned small businesses will receive partial credit for the Service-Disabled Veteran-Owned and Veteran-owned Small Business Status evaluation factor. To receive credit, an offeror must be registered and verified in Vendor Information Pages (VIP) database (<https://www.vip.vetbiz.gov>).

(c) Non-veteran offerors proposing to use service-disabled veteran-owned small businesses or veteran-owned small businesses as subcontractors will receive some consideration under this evaluation factor. Offerors must state in their proposals the names of the SDVOSBs and VOSBs with whom they intend to subcontract and provide a brief description of the proposed subcontracts and the approximate dollar values of the proposed subcontracts. In addition, the proposed subcontractors must be registered and verified in the VetBiz.gov VIP database (<https://www.vip.vetbiz.gov>).

(End of Provision)

#### **E.11 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.12 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

<b>FAR NUMBER</b>	<b>TITLE</b>	<b>DATE</b>
52.204-16	COMMERCIAL AND GOVERNMENT ENTITY CODE REPORTING	JUL 2016
52.216-27	SINGLE OR MULTIPLE AWARDS	OCT 1995

#### **E.14 52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS— COMMERCIAL ITEMS (JAN 2017)**

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

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

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

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

*Civil judgment means—*

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

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

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

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

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

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

- (i) Title VII of the Civil Rights Act of 1964;
- (ii) The Americans with Disabilities Act of 1990;
- (iii) The Age Discrimination in Employment Act of 1967; and
- (iv) Section 6(d) of the Fair Labor Standards Act (Equal Pay Act).

*Forced or indentured child labor* means all work or service—

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

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

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

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

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

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

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

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

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

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

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

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

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

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

“Sensitive technology”—

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

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

(ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and  
(2) Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit pursuant to section 203(b)(3) of the International Emergency Economic Powers Act (50 U.S.C. 1702(b)(3)).

*Service-disabled veteran-owned small business concern*—

(1) Means a small business concern—

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

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

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

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

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

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

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

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

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

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

(1) Directly by a parent corporation; or

(2) Through another subsidiary of a parent corporation.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(e) *Certification Regarding Payments to Influence Federal Transactions* (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$150,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or

her behalf in connection with the award of any resultant contract. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

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

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

(2) Foreign End Products:

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

*[List as necessary]*

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

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

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

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

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

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

[List as necessary]

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

Other Foreign End Products:

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

[List as necessary]

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

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

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

Canadian End Products:

Line Item No.
_____
_____
_____

[List as necessary]

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

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

Canadian or Israeli End Products:

Line Item No.	Country of Origin
_____	_____

\_\_\_\_\_  
\_\_\_\_\_  
[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](mailto:CISADA106@state.gov).

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

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

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

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

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

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

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

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

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

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

Immediate owner CAGE code: \_\_\_\_\_.

Immediate owner legal name: \_\_\_\_\_.

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

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

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

Highest-level owner CAGE code: \_\_\_\_\_.

Highest-level owner legal name: \_\_\_\_\_.

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

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

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

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

made a determination that suspension or debarment is not necessary to protect the interests of the Government; or

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

(2) The Offeror represents that—

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

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

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

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

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

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

Predecessor legal name: \_\_\_\_.

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

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

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

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

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

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

(ii) There has been an administrative merits determination, arbitral award or decision, or civil judgment for any labor law violation(s) rendered against the Offeror

during the period beginning on October 25, 2015 to the date of the offer, or for three years preceding the date of the offer, whichever period is shorter.

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

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

(1) The labor law violated.

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

(3) The date rendered.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(End of Provision)

## **ADDENDUM TO FAR 52.212-2 EVALUATIONS – COMMERCIAL ITEMS**

### **E.14 EVALUATION PROCEDURES AND APPROACH**

For proposals to be considered responsive and eligible for evaluation, they must be prepared in accordance with and in compliance with the instructions given in this RFP and address, all the requirements set forth within this RFP.

The awards resulting from this solicitation will be made based on the best overall proposal that are determined to be the most beneficial to the Government (i.e., best value). FAR 2.101 defines best value as the “expected outcome of an acquisition that, in the Government’s estimation, provides the greatest overall benefit in response to the requirement.” Award will be made based on an integrated assessment between and among price and non-price factors. All non-price factors when combined are significantly more important than price.

The Government reserves the right to award with or without discussions based upon the initial evaluation of proposals. As such, offerors are encouraged to submit their best proposal upon initial submission.

Proposals will be evaluated using a phased process, as follows:

**Reasoning for the 2-step process:** Preliminary review of the technical literature, including the required RESNA test report, product literature, order forms and warranty, supports objective initial determination that MTRs are met or not met. Submissions that “pass” the first step of the technical evaluation (literature review) are moved forward to the second step, the physical evaluation.

Experience has demonstrated that some submissions will be eliminated from physical evaluation when they clearly do not do meet minimum requirements, as revealed by technical literature review. Elimination of inappropriate submissions allows the technical evaluation team (TET) I to efficiently complete the physical evaluation of remaining submissions. RESNA test reports provide results of laboratory testing per identified protocols, performed by engineers utilizing test dummies. The physical evaluation provides additional critical and valuable information about the product when used in real-world environments by various people.

### **Phase 1: Technical– MTRs**

The product literature will be reviewed to determine whether the proposed scooters meet the MTR's and are thus considered acceptable for the physical evaluation. If the proposed scooter does not meet MTRs (literature review - Resna Test Report (w/ index), HCPCS code, FDA Documentation, sample order form, warranty documentation), letter of supply, authorized distributor, and acknowledgement of physical evaluation (if selected)), the proposal will be considered non-responsive and eliminated from further consideration. Proposals that do not pass Phase 1 will not be evaluated for Phase 2 Physical Evaluation.

### **Phase 2: Technical– Physical Evaluation**

Scooters that pass Phase 1 will move on to Phase 2 where evaluators will physically evaluate devices.

Proposals that do not pass Phase 2 will not be evaluated for Performance Risk, Socioeconomic Consideration, and Price.

### **Phase 3: - Performance Risk, Socioeconomic Considerations and Price**

Proposals/devices that pass phase 1 and 2 will be evaluated for Performance risk, Socioeconomic Consideration and Price.

## **E.15 EVALUATION**

The Government will award IDIQ(s) resulting from this solicitation to the responsible offeror whose proposal conforming to the solicitation will be most advantageous to the Government, price and non-price factors considered. The following factors shall be used to evaluate proposals:

### **FACTOR 1 - TECHNICAL**

#### **Phase I – Literature Review**

The product literature will be evaluated to determine whether the proposal items meet the MTR's (RESNA test reports, warranty, product literature, sample order form) and are thus considered acceptable for the physical evaluation. The proposal shall clearly demonstrated capability to provide uninterrupted source of supply and authority to act as authorized distributor (if applicable). Failure to meet MTRs, provide letter of supply and/or authorized distributor letter (if applicable) will deem the offer unacceptable and be removed from further consideration.

The warranty will be reviewed in its entirety to determine the extent to which the

provided warranty meets and/or exceeds the minimum requirement (one-year coverage of parts, labor and all associated costs).

## **Phase II – Physical Evaluation**

Physical evaluation will be evaluated to determine the extent the features and functions of the proposed scooter's RESNA protocols, safety, performance and usability.

- 1. RESNA REPORT QUALITY:** The required RESNA test reports are listed **Attachment 6**. A RESNA test report must be included for each sample scooter submitted. Failure to provide a comprehensive RESNA test report or submitting a report which is incomplete or not legible will result in the submitted sample being rejected and withdrawn from further consideration.
  - a) Conformance with RESNA test protocols and documentation standards as evidenced by narrative descriptions, photos included, and presentation of findings in an organized manner.
  - b) Objectivity of testing as documented by identification of the lab (independent vs. manufacturer managed) completing the tests, documenting the results, signing the report.
  - c) Age (date) of test procedures as evidenced by the date of testing recorded in the report.
  
- 2. SAFETY:** All features and functions of the offered device will be evaluated for safety. At any time during the evaluation, if the Evaluation Panel finds any feature or aspect of the scooter to represent a safety concern, the offer will be rejected.
  
- 3. PERFORMANCE:**
  - a) Stability
  - b) Maneuverability
  - c) Responsiveness
  - d) Fabrication quality
  
- 4. USABILITY:**
  - a) Ergonomic design for postural support, comfort, and intuitive use as a seated mobility device
  - b) Operation of required features and options
  - c) Adjustment of movable or adjustable components
  - d) Ease of assembly and disassembly
  - e) Maintenance of all required and optional features
  - f) Effectiveness of the owner manual as evidenced by clarity, comprehensiveness,

and ease of locating instructions for use and operation, adjustments, maintenance, and installation of required accessories.

## **FACTOR 2 - PERFORMANCE RISK**

The evaluation will only consider references which are recent (defined as contracts/BPAs/orders performed within the last three years) and relevant (defined as, when considered meet much of the size, scope and/or complexity compared to the PD of this requirement). Scope refers to similar type of products provided, deliverables, etc. The Government will consider past performance for the proposed prime contractor to be significantly more important than past performance submitted for any other member of the contractor structure. For the purposes of evaluating prime contractor past performance, the prime contractor is defined as the contractor identified in Block 17a of the SF 1449. For past performance, which is timely and relevant, the evaluation will consider the following:

Past Performance – Past performance is a measure of the degree to which a contractor satisfied its customers in the past and complied with Federal, State, and local laws and regulations. The Government will evaluate Past Performance Questionnaires (PPQs) to determine the quality of services previously provided, including aspects of cost, schedule and performance, such as quality of product or service, timeliness of performance or adherence to delivery schedules, and effectiveness in program management. The Government reserves the right to evaluate any other information available to the Government through the PPQs or other available resources. The Government will consider the level of risk associated with the contractor's past performance. A contractor without a record of relevant past performance or for whom information on past performance is not available; the contractor may not be evaluated favorably or unfavorably on past performance.

The offerors' proposal will be evaluated to determine the extent to which their performance demonstrates the likelihood of successful performance in providing requirements similar in size, scope, and complexity to this solicitation. The Government may choose to evaluate publicly available reports, and/or data from the Contractor Performance Assessment Reporting System (CPARS). The Government may use present and/or past performance data obtained from a variety of sources, not just those contracts identified by the offeror.

## **FACTOR 3 - SOCIOECONOMIC CONSIDERATIONS**

In accordance with VAAR 852.215-70, SDVOSB, and VOSB Evaluation Factors, the Government will assign evaluation credit for an Offeror (prime contractor) which is a SDVOSB or a VOSB. Non-Veteran Contractors proposing to use SDVOSBs or VOSBs as subcontractors will receive some consideration under this evaluation Factor.

All Offerors shall be certified in SAM ([www.sam.gov](http://www.sam.gov)) as a small business under NAICS code 336991.

#### **FACTOR 4 PRICE**

The Government shall evaluate the proposed price to determine whether it is fair and reasonable. The Government shall evaluate price reasonableness using price analysis techniques as prescribed in FAR 15.404-1(b)(2).

The offeror initial proposal shall contain the best terms from a price and technical standpoint. The Government reserves the right to make no award because of this solicitation.

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).

Unbalanced Pricing: The Government may evaluate whether the Offeror has submitted unbalanced pricing. An unbalanced price is one where the price of one or more contract line items is significantly overstated or understated and which will result in the Government paying an unreasonably high or low price for contract performance or otherwise present an unacceptable level of risk to the Government. If the Contracting Officer determines that the risk is unacceptable, then the proposal may be rejected.

Price will not be evaluated adjectively.

#### **E.16 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)**

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

<http://www.acquisition.gov/far/index.html>  
<http://www.va.gov/oal/library/vaar/>

(End of Provision)

<b><u>FAR Number</u></b>	<b><u>Title</u></b>	<b><u>Date</u></b>
52.203-18	PROHIBITION ON CONTRACTING WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS OR STATEMENTS- REPRESENTATION	Jan 2017

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