**SECTION D - CONTRACT CLAUSES**

**D.1 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.

(End of Clause)

## D.2 SAC 16-01 SAC SERVICE LEVEL AGREEMENT FEE AND SUBMISSION OF QUARTERLY SALES REPORTS: OPEN MARKET (JAN 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 (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)

**D.3 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS—COMMERCIAL ITEMS (JAN 2018)**

(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](https://www.acquisition.gov/sites/default/files/current/far/html/52_200_206.html#wp1158787), 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](https://www.acquisition.gov/sites/default/files/current/far/html/52_207_211.html#wp1146366), Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015).

(3) [52.233-3](https://www.acquisition.gov/sites/default/files/current/far/html/52_233_240.html#wp1113329), Protest After Award (Aug 1996) ([31 U.S.C. 3553](http://uscode.house.gov/uscode-cgi/fastweb.exe?getdoc+uscview+t29t32+1665+30++%2831%29%20%20AND%20%28%2831%29%20ADJ%20USC%29%3ACITE%20%20%20%20%20%20%20%20%20)).

(4) [52.233-4](https://www.acquisition.gov/sites/default/files/current/far/html/52_233_240.html#wp1113344), Applicable Law for Breach of Contract Claim (Oct 2004)(Public Laws 108-77 and 108-78 ([19 U.S.C. 3805 note](http://uscode.house.gov/))).

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

\_ X \_ (1) [52.203-6](https://www.acquisition.gov/sites/default/files/current/far/html/52_200_206.html#wp1137622), Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) ([41 U.S.C. 4704](http://uscode.house.gov/) and [10 U.S.C. 2402](http://uscode.house.gov/)).

\_\_\_\_ (2) [52.203-13](https://www.acquisition.gov/sites/default/files/current/far/html/52_200_206.html#wp1141983), Contractor Code of Business Ethics and Conduct (Oct 2015) ([41 U.S.C. 3509](http://uscode.house.gov/))).

\_\_ \_ (3) [52.203-15](https://www.acquisition.gov/sites/default/files/current/far/html/52_200_206.html#wp1144881), Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (June 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

\_ X \_ (4) [52.204-10](https://www.acquisition.gov/sites/default/files/current/far/html/52_200_206.html#wp1141649), Reporting Executive Compensation and First-Tier Subcontract Awards (Oct 2016) (Pub. L. 109-282) ([31 U.S.C. 6101 note](http://uscode.house.gov/)).

\_\_ (5) [Reserved].

\_\_ (6) [52.204-14](https://www.acquisition.gov/sites/default/files/current/far/html/52_200_206.html#wp1151163), Service Contract Reporting Requirements (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).

\_ X \_ (7) [52.204-15](https://www.acquisition.gov/sites/default/files/current/far/html/52_200_206.html#wp1151299), Service Contract Reporting Requirements for Indefinite-Delivery Contracts (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).

\_ X \_ (8) [52.209-6](https://www.acquisition.gov/sites/default/files/current/far/html/52_207_211.html#wp1140926), Protecting the Government’s Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Oct 2015) (31 U.S.C. 6101 note).

\_ X \_ (9) [52.209-9](https://www.acquisition.gov/sites/default/files/current/far/html/52_207_211.html#wp1145644), Updates of Publicly Available Information Regarding Responsibility Matters (Jul 2013) (41 U.S.C. 2313).

\_\_ (10) [Reserved].

\_\_ (11)(i) [52.219-3](https://www.acquisition.gov/sites/default/files/current/far/html/52_217_221.html#wp1135955), Notice of HUBZone Set-Aside or Sole-Source Award (Nov 2011) ([15 U.S.C. 657a](http://uscode.house.gov/uscode-cgi/fastweb.exe?getdoc+uscview+t13t16+492+90++%2815%29%20%20AND%20%28%2815%29%20ADJ%20USC%29%3ACITE%20%20%20%20%20%20%20%20%20)).

\_\_ (ii) Alternate I (Nov 2011) of [52.219-3](https://www.acquisition.gov/sites/default/files/current/far/html/52_217_221.html#wp1135955).

\_\_ (12)(i) [52.219-4](https://www.acquisition.gov/sites/default/files/current/far/html/52_217_221.html#wp1135970), 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](http://uscode.house.gov/uscode-cgi/fastweb.exe?getdoc+uscview+t13t16+492+90++%2815%29%20%20AND%20%28%2815%29%20ADJ%20USC%29%3ACITE%20%20%20%20%20%20%20%20%20)).

\_\_ (ii) Alternate I (Jan 2011) of [52.219-4](https://www.acquisition.gov/sites/default/files/current/far/html/52_217_221.html#wp1135970).

\_\_ (13) [Reserved]

\_\_ (14)(i) [52.219-6](https://www.acquisition.gov/sites/default/files/current/far/html/52_217_221.html#wp1136004), Notice of Total Small Business Set-Aside (Nov 2011) ([15 U.S.C. 644](http://uscode.house.gov/uscode-cgi/fastweb.exe?getdoc+uscview+t13t16+492+90++%2815%29%20%20AND%20%28%2815%29%20ADJ%20USC%29%3ACITE%20%20%20%20%20%20%20%20%20)).

\_\_ (ii) Alternate I (Nov 2011).

\_\_ (iii) Alternate II (Nov 2011).

\_\_ (15)(i) [52.219-7](https://www.acquisition.gov/sites/default/files/current/far/html/52_217_221.html#wp1136017), Notice of Partial Small Business Set-Aside (June 2003) ([15 U.S.C. 644](http://uscode.house.gov/uscode-cgi/fastweb.exe?getdoc+uscview+t13t16+492+90++%2815%29%20%20AND%20%28%2815%29%20ADJ%20USC%29%3ACITE%20%20%20%20%20%20%20%20%20)).

\_\_ (ii) Alternate I (Oct 1995) of [52.219-7](https://www.acquisition.gov/sites/default/files/current/far/html/52_217_221.html#wp1136017).

\_\_ (iii) Alternate II (Mar 2004) of [52.219-7](https://www.acquisition.gov/sites/default/files/current/far/html/52_217_221.html#wp1136017).

\_ X \_ (16) [52.219-8](https://www.acquisition.gov/sites/default/files/current/far/html/52_217_221.html#wp1136032), Utilization of Small Business Concerns (Nov 2016) ([15 U.S.C. 637(d)(2)](http://uscode.house.gov/uscode-cgi/fastweb.exe?getdoc+uscview+t13t16+492+90++%2815%29%20%20AND%20%28%2815%29%20ADJ%20USC%29%3ACITE%20%20%20%20%20%20%20%20%20) and (3)).

\_\_ (17)(i) [52.219-9](https://www.acquisition.gov/sites/default/files/current/far/html/52_217_221.html#wp1136058), Small Business Subcontracting Plan (Jan 2017) ([15 U.S.C. 637(d)(4)](http://uscode.house.gov/uscode-cgi/fastweb.exe?getdoc+uscview+t13t16+492+90++%2815%29%20%20AND%20%28%2815%29%20ADJ%20USC%29%3ACITE%20%20%20%20%20%20%20%20%20)).

\_\_ (ii) Alternate I (Nov 2016) of [52.219-9](https://www.acquisition.gov/sites/default/files/current/far/html/52_217_221.html#wp1136058).

\_\_ (iii) Alternate II (Nov 2016) of [52.219-9](https://www.acquisition.gov/sites/default/files/current/far/html/52_217_221.html#wp1136058).

\_\_ (iv) Alternate III (Nov 2016) of [52.219-9](https://www.acquisition.gov/sites/default/files/current/far/html/52_217_221.html#wp1136058).

\_\_ (v) Alternate IV (Nov 2016) of [52.219-9](https://www.acquisition.gov/sites/default/files/current/far/html/52_217_221.html#wp1136058).

\_\_ (18) [52.219-13](https://www.acquisition.gov/sites/default/files/current/far/html/52_217_221.html#wp1136174), Notice of Set-Aside of Orders (Nov 2011) ([15 U.S.C. 644(r)](http://uscode.house.gov/)).

\_\_ (19) [52.219-14](https://www.acquisition.gov/sites/default/files/current/far/html/52_217_221.html#wp1136175), Limitations on Subcontracting (Jan 2017) ([15 U.S.C. 637(a)(14)](http://uscode.house.gov/uscode-cgi/fastweb.exe?getdoc+uscview+t13t16+492+90++%2815%29%20%20AND%20%28%2815%29%20ADJ%20USC%29%3ACITE%20%20%20%20%20%20%20%20%20)).

\_\_ (20) [52.219-16](https://www.acquisition.gov/sites/default/files/current/far/html/52_217_221.html#wp1136186), Liquidated Damages—Subcontracting Plan (Jan 1999) ([15 U.S.C. 637(d)(4)(F)(i)](http://uscode.house.gov/uscode-cgi/fastweb.exe?getdoc+uscview+t13t16+492+90++%2815%29%20%20AND%20%28%2815%29%20ADJ%20USC%29%3ACITE%20%20%20%20%20%20%20%20%20)).

\_\_ (21) [52.219-27](https://www.acquisition.gov/sites/default/files/current/far/html/52_217_221.html#wp1136387), Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (Nov 2011) ([15 U.S.C. 657 f](http://uscode.house.gov/uscode-cgi/fastweb.exe?getdoc+uscview+t13t16+492+90++%2815%29%20%20AND%20%28%2815%29%20ADJ%20USC%29%3ACITE%20%20%20%20%20%20%20%20%20)).

\_ X \_ (22) [52.219-28](https://www.acquisition.gov/sites/default/files/current/far/html/52_217_221.html#wp1139913), Post Award Small Business Program Rerepresentation (Jul 2013) ([15 U.S.C. 632(a)(2)](http://uscode.house.gov/uscode-cgi/fastweb.exe?getdoc+uscview+t13t16+492+90++%2815%29%20%20AND%20%28%2815%29%20ADJ%20USC%29%3ACITE%20%20%20%20%20%20%20%20%20)).

\_\_ (23) [52.219-29](https://www.acquisition.gov/sites/default/files/current/far/html/52_217_221.html#wp1144950), 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)](http://uscode.house.gov/)).

\_\_ (24) [52.219-30](https://www.acquisition.gov/sites/default/files/current/far/html/52_217_221.html#wp1144420), 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)](http://uscode.house.gov/)).

\_ X \_ (25) [52.222-3](https://www.acquisition.gov/sites/default/files/current/far/html/52_222.html#wp1147479), Convict Labor (June 2003) (E.O. 11755).

\_ X \_ (26) [52.222-19](https://www.acquisition.gov/sites/default/files/current/far/html/52_222.html#wp1147630), Child Labor—Cooperation with Authorities and Remedies (Jan 2018) (E.O. 13126).

\_ X \_ (27) [52.222-21](https://www.acquisition.gov/sites/default/files/current/far/html/52_222.html#wp1147656), Prohibition of Segregated Facilities (Apr 2015).

\_ X \_ (28) [52.222-26](https://www.acquisition.gov/sites/default/files/current/far/html/52_222.html#wp1147711), Equal Opportunity (Sept 2016) (E.O. 11246).

\_ X \_ (29) [52.222-35](https://www.acquisition.gov/sites/default/files/current/far/html/52_222.html#wp1158632), Equal Opportunity for Veterans (Oct 2015)([38 U.S.C. 4212](http://uscode.house.gov/uscode-cgi/fastweb.exe?getdoc+uscview+t37t40+200+2++%2838%29%20%20AND%20%28%2838%29%20ADJ%20USC%29%3ACITE%20%20%20%20%20%20%20%20%20)).

\_ X \_ (30) [52.222-36](https://www.acquisition.gov/sites/default/files/current/far/html/52_222.html#wp1162802), Equal Opportunity for Workers with Disabilities (Jul 2014) ([29 U.S.C. 793](http://uscode.house.gov/uscode-cgi/fastweb.exe?getdoc+uscview+t29t32+2+78++%2829%29%20%20AND%20%28%2829%29%20ADJ%20USC%29%3ACITE%20%20%20%20%20%20%20%20%20)).

\_ X \_ (31) [52.222-37](https://www.acquisition.gov/sites/default/files/current/far/html/52_222.html#wp1148123), Employment Reports on Veterans (Feb 2016) (38 U.S.C. 4212).

\_ X \_ (32) [52.222-40](https://www.acquisition.gov/sites/default/files/current/far/html/52_222.html#wp1160019), Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).

\_ X \_ (33)(i) [52.222-50](https://www.acquisition.gov/sites/default/files/current/far/html/52_222.html#wp1151848), Combating Trafficking in Persons (Mar 2015) ([22 U.S.C. chapter 78](http://uscode.house.gov/) and E.O. 13627).

\_\_ (ii) Alternate I (Mar 2015) of [52.222-50](https://www.acquisition.gov/sites/default/files/current/far/html/52_222.html#wp1151848) ([22 U.S.C. chapter 78](http://uscode.house.gov/) and E.O. 13627).

\_\_ (34) [52.222-54](https://www.acquisition.gov/sites/default/files/current/far/html/52_222.html#wp1156645), Employment Eligibility Verification (Oct 2015). (Executive Order 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](https://www.acquisition.gov/sites/default/files/current/far/html/Subpart%2022_18.html#wp1089948).)

\_\_ (35)(i) [52.223-9](https://www.acquisition.gov/sites/default/files/current/far/html/52_223_226.html#wp1168892), Estimate of Percentage of Recovered Material Content for EPA–Designated Items (May 2008) ([42 U.S.C. 6962(c)(3)(A)(ii)](http://uscode.house.gov/)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

\_\_ (ii) Alternate I (May 2008) of [52.223-9](https://www.acquisition.gov/sites/default/files/current/far/html/52_223_226.html#wp1168892) ([42 U.S.C. 6962(i)(2)(C)](http://uscode.house.gov/uscode-cgi/fastweb.exe?getdoc+uscview+t41t42+250+1286++%2842%29%20%20AND%20%28%2842%29%20ADJ%20USC%29%3ACITE%20%20%20%20%20%20%20%20%20)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

\_\_ (36) [52.223-11](https://www.acquisition.gov/sites/default/files/current/far/html/52_223_226.html#wp1168917), Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (Jun 2016) (E.O. 13693).

\_\_ (37) [52.223-12](https://www.acquisition.gov/sites/default/files/current/far/html/52_223_226.html#wp1168928), Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (Jun 2016) (E.O. 13693).

\_\_ (38)(i) [52.223-13](https://www.acquisition.gov/sites/default/files/current/far/html/52_223_226.html#wp1168933), Acquisition of EPEAT®-Registered Imaging Equipment (Jun 2014) (E.O.s 13423 and 13514).

\_\_ (ii) Alternate I (Oct 2015) of [52.223-13](https://www.acquisition.gov/sites/default/files/current/far/html/52_223_226.html#wp1168933).

\_\_ (39)(i) [52.223-14](https://www.acquisition.gov/sites/default/files/current/far/html/52_223_226.html#wp1194330), Acquisition of EPEAT®-Registered Televisions (Jun 2014) (E.O.s 13423 and 13514).

\_\_ (ii) Alternate I (Jun 2014) of [52.223-14](https://www.acquisition.gov/sites/default/files/current/far/html/52_223_226.html#wp1194330).

\_\_ (40) [52.223-15](https://www.acquisition.gov/sites/default/files/current/far/html/52_223_226.html#wp1194323), Energy Efficiency in Energy-Consuming Products (Dec 2007) ([42 U.S.C. 8259b](http://uscode.house.gov/)).

\_\_ (41)(i) [52.223-16](https://www.acquisition.gov/sites/default/files/current/far/html/52_223_226.html#wp1179078), Acquisition of EPEAT®-Registered Personal Computer Products (Oct 2015) (E.O.s 13423 and 13514).

\_\_ (ii) Alternate I (Jun 2014) of [52.223-16](https://www.acquisition.gov/sites/default/files/current/far/html/52_223_226.html#wp1179078).

\_ X \_ (42) [52.223-18](https://www.acquisition.gov/sites/default/files/current/far/html/52_223_226.html#wp1188603), Encouraging Contractor Policies to Ban Text Messaging While Driving (Aug 2011) (E.O. 13513).

\_\_ (43) [52.223-20](https://www.acquisition.gov/sites/default/files/current/far/html/52_223_226.html#wp1189174), Aerosols (Jun 2016) (E.O. 13693).

\_\_ (44) [52.223-21](https://www.acquisition.gov/sites/default/files/current/far/html/52_223_226.html#wp1197699), Foams (Jun 2016) (E.O. 13693).

\_\_ (45)(i) [52.224-3](https://www.acquisition.gov/sites/default/files/current/far/html/52_223_226.html#wp1192898), Privacy Training (JAN 2017) (5 U.S.C. 552a).

\_\_ (ii) Alternate I (JAN 2017) of 52.224-3.

\_\_ (46) [52.225-1](https://www.acquisition.gov/sites/default/files/current/far/html/52_223_226.html#wp1192900), Buy American—Supplies (May 2014) ([41 U.S.C. chapter 83](http://uscode.house.gov/)).

\_\_ (47)(i) [52.225-3](https://www.acquisition.gov/sites/default/files/current/far/html/52_223_226.html#wp1169038), Buy American—Free Trade Agreements—Israeli Trade Act (May 2014) ([41 U.S.C. chapter 83](http://uscode.house.gov/), [19 U.S.C. 3301](http://uscode.house.gov/uscode-cgi/fastweb.exe?getdoc+uscview+t17t20+1727+50++%2819%29%20%20AND%20%28%2819%29%20ADJ%20USC%29%3ACITE%20%20%20%20%20%20%20%20%20) note, [19 U.S.C. 2112](http://uscode.house.gov/uscode-cgi/fastweb.exe?getdoc+uscview+t17t20+1727+50++%2819%29%20%20AND%20%28%2819%29%20ADJ%20USC%29%3ACITE%20%20%20%20%20%20%20%20%20) note, [19 U.S.C. 3805](http://uscode.house.gov/) note, [19 U.S.C. 4001](http://uscode.house.gov/) 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](https://www.acquisition.gov/sites/default/files/current/far/html/52_223_226.html#wp1169038).

\_\_ (iii) Alternate II (May 2014) of [52.225-3](https://www.acquisition.gov/sites/default/files/current/far/html/52_223_226.html#wp1169038).

\_\_ (iv) Alternate III (May 2014) of [52.225-3](https://www.acquisition.gov/sites/default/files/current/far/html/52_223_226.html#wp1169038).

\_ X \_ (48) [52.225-5](https://www.acquisition.gov/sites/default/files/current/far/html/52_223_226.html#wp1169151), Trade Agreements (Oct 2016) ([19 U.S.C. 2501](http://uscode.house.gov/uscode-cgi/fastweb.exe?getdoc+uscview+t17t20+1727+50++%2819%29%20%20AND%20%28%2819%29%20ADJ%20USC%29%3ACITE%20%20%20%20%20%20%20%20%20), et seq., [19 U.S.C. 3301](http://uscode.house.gov/uscode-cgi/fastweb.exe?getdoc+uscview+t17t20+1727+50++%2819%29%20%20AND%20%28%2819%29%20ADJ%20USC%29%3ACITE%20%20%20%20%20%20%20%20%20) note).

\_ X \_ (49) [52.225-13](https://www.acquisition.gov/sites/default/files/current/far/html/52_223_226.html#wp1169608), Restrictions on Certain Foreign Purchases (June 2008) (E.O.’s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

\_\_ (50) [52.225-26](https://www.acquisition.gov/sites/default/files/current/far/html/52_223_226.html#wp1192524), 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)](http://uscode.house.gov/uscode-cgi/fastweb.exe?getdoc+uscview+t09t12+1445+65++%2810%20U.S.C.%202302%20Note%29%20%20%20%20%20%20%20%20%20%20).

\_\_ (51) [52.226-4](https://www.acquisition.gov/sites/default/files/current/far/html/52_223_226.html#wp1173773), Notice of Disaster or Emergency Area Set-Aside (Nov 2007) ([42 U.S.C. 5150](http://uscode.house.gov/uscode-cgi/fastweb.exe?getdoc+uscview+t41t42+250+1286++%2842%29%20%20AND%20%28%2842%29%20ADJ%20USC%29%3ACITE%20%20%20%20%20%20%20%20%20)).

\_\_ (52) [52.226-5](https://www.acquisition.gov/sites/default/files/current/far/html/52_223_226.html#wp1173393), Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) ([42 U.S.C. 5150](http://uscode.house.gov/uscode-cgi/fastweb.exe?getdoc+uscview+t41t42+250+1286++%2842%29%20%20AND%20%28%2842%29%20ADJ%20USC%29%3ACITE%20%20%20%20%20%20%20%20%20)).

\_\_ (53) [52.232-29](https://www.acquisition.gov/sites/default/files/current/far/html/52_232.html#wp1153230), Terms for Financing of Purchases of Commercial Items (Feb 2002) ([41 U.S.C. 4505](http://uscode.house.gov/), [10 U.S.C. 2307(f)](http://uscode.house.gov/)).

\_\_ (54) [52.232-30](https://www.acquisition.gov/sites/default/files/current/far/html/52_232.html#wp1153252), Installment Payments for Commercial Items (Jan 2017) ([41 U.S.C. 4505](http://uscode.house.gov/), [10 U.S.C. 2307(f)](http://uscode.house.gov/)).

\_ X \_ (55) [52.232-33](https://www.acquisition.gov/sites/default/files/current/far/html/52_232.html#wp1153351), Payment by Electronic Funds Transfer—System for Award Management (Jul 2013) ([31 U.S.C. 3332](http://uscode.house.gov/uscode-cgi/fastweb.exe?getdoc+uscview+t29t32+1665+30++%2831%29%20%20AND%20%28%2831%29%20ADJ%20USC%29%3ACITE%20%20%20%20%20%20%20%20%20)).

\_\_ (56) [52.232-34](https://www.acquisition.gov/sites/default/files/current/far/html/52_232.html#wp1153375), Payment by Electronic Funds Transfer—Other than System for Award Management (Jul 2013) ([31 U.S.C. 3332](http://uscode.house.gov/uscode-cgi/fastweb.exe?getdoc+uscview+t29t32+1665+30++%2831%29%20%20AND%20%28%2831%29%20ADJ%20USC%29%3ACITE%20%20%20%20%20%20%20%20%20)).

\_ \_ (57) [52.232-36](https://www.acquisition.gov/sites/default/files/current/far/html/52_232.html#wp1153445), Payment by Third Party (May 2014) ([31 U.S.C. 3332](http://uscode.house.gov/)).

\_\_ (58) [52.239-1](https://www.acquisition.gov/sites/default/files/current/far/html/52_233_240.html#wp1113650), Privacy or Security Safeguards (Aug 1996) ([5 U.S.C. 552a](http://uscode.house.gov/uscode-cgi/fastweb.exe?getdoc+uscview+t05t08+2+3++%285%29%20%20AND)).

\_\_ (59) [52.242-5](https://www.acquisition.gov/sites/default/files/current/far/html/52_241_244.html#wp1128833), Payments to Small Business Subcontractors (Jan 2017)(15 U.S.C. 637(d)(12)).

\_\_ (60)(i) [52.247-64](https://www.acquisition.gov/sites/default/files/current/far/html/52_247.html#wp1156217), Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) ([46 U.S.C. Appx. 1241(b)](http://uscode.house.gov/uscode-cgi/fastweb.exe?getdoc+uscview+t45t48+351+1++%2846%29%20%20AND%20%28%2846%29%20ADJ%20USC%29%3ACITE%20%20%20%20%20%20%20%20%20) and [10 U.S.C. 2631](http://uscode.house.gov/uscode-cgi/fastweb.exe?getdoc+uscview+t09t12+37+408++%2810%29%20%252)).

\_\_ (ii) Alternate I (Apr 2003) of [52.247-64](https://www.acquisition.gov/sites/default/files/current/far/html/52_247.html#wp1156217).

(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:

[Contracting Officer check as appropriate.]

\_\_ (1) [52.222-17](https://www.acquisition.gov/sites/default/files/current/far/html/52_222.html#wp1147587), Nondisplacement of Qualified Workers (May 2014)(E.O. 13495).

\_\_ (2) [52.222-41](https://www.acquisition.gov/sites/default/files/current/far/html/52_222.html#wp1160021), Service Contract Labor Standards (May 2014) ([41 U.S.C. chapter 67](http://uscode.house.gov/)).

\_\_ (3) [52.222-42](https://www.acquisition.gov/sites/default/files/current/far/html/52_222.html#wp1153423), Statement of Equivalent Rates for Federal Hires (May 2014) ([29 U.S.C. 206](http://uscode.house.gov/) and [41 U.S.C. chapter 67](http://uscode.house.gov/)).

\_\_ (4) [52.222-43](https://www.acquisition.gov/sites/default/files/current/far/html/52_222.html#wp1148260), Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (Multiple Year and Option Contracts) (May 2014) ([29 U.S.C. 206](http://uscode.house.gov/) and [41 U.S.C. chapter 67](http://uscode.house.gov/)).

\_\_ (5) [52.222-44](https://www.acquisition.gov/sites/default/files/current/far/html/52_222.html#wp1148274), Fair Labor Standards Act and Service Contract Labor Standards—Price Adjustment (May 2014) ([29 U.S.C. 206](http://uscode.house.gov/) and [41 U.S.C. chapter 67](http://uscode.house.gov/)).

\_\_ (6) [52.222-51](https://www.acquisition.gov/sites/default/files/current/far/html/52_222.html#wp1155380), 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](http://uscode.house.gov/)).

\_\_ (7) [52.222-53](https://www.acquisition.gov/sites/default/files/current/far/html/52_222.html#wp1162590), Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services—Requirements (May 2014) ([41 U.S.C. chapter 67](http://uscode.house.gov/)).

\_\_ (8) [52.222-55](https://www.acquisition.gov/sites/default/files/current/far/html/52_222.html#wp1163027), Minimum Wages Under Executive Order 13658 (Dec 2015).

\_\_ (9) [52.222-62](https://www.acquisition.gov/sites/default/files/current/far/html/52_222.html#wp1170084), Paid Sick Leave Under Executive Order 13706 (JAN 2017) (E.O. 13706).

\_\_ (10) [52.226-6](https://www.acquisition.gov/sites/default/files/current/far/html/52_223_226.html#wp1183820), Promoting Excess Food Donation to Nonprofit Organizations (May 2014) ([42 U.S.C. 1792](http://uscode.house.gov/)).

\_\_ (11) [52.237-11](https://www.acquisition.gov/sites/default/files/current/far/html/52_233_240.html#wp1120023), Accepting and Dispensing of $1 Coin (Sept 2008) ([31 U.S.C. 5112(p)(1)](http://uscode.house.gov/uscode-cgi/fastweb.exe?getdoc+uscview+t29t32+1665+30++%2831%29%20%20AND%20%28%2831%29%20ADJ%20USC%29%3ACITE%20%20%20%20%20%20%20%20%20)).

(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](https://www.acquisition.gov/sites/default/files/current/far/html/52_215.html#wp1144470), 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](https://www.acquisition.gov/sites/default/files/current/far/html/Subpart%204_7.html#wp1082800), 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](https://www.acquisition.gov/sites/default/files/current/far/html/52_200_206.html#wp1141983), Contractor Code of Business Ethics and Conduct (Oct 2015) ([41 U.S.C. 3509](http://uscode.house.gov/)).

(ii) [52.203-19](https://www.acquisition.gov/sites/default/files/current/far/html/52_200_206.html#wp1158787), 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](https://www.acquisition.gov/sites/default/files/current/far/html/52_217_221.html#wp1136032), Utilization of Small Business Concerns (Nov 2016) ([15 U.S.C. 637(d)(2)](http://uscode.house.gov/) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds $700,000 ($1.5 million for construction of any public facility), the subcontractor must include [52.219-8](https://www.acquisition.gov/sites/default/files/current/far/html/52_217_221.html#wp1136032) in lower tier subcontracts that offer subcontracting opportunities.

(iv) [52.222-17](https://www.acquisition.gov/sites/default/files/current/far/html/52_222.html#wp1147587), Nondisplacement of Qualified Workers (May 2014) (E.O. 13495). Flow down required in accordance with paragraph (l) of FAR clause [52.222-17](https://www.acquisition.gov/sites/default/files/current/far/html/52_222.html#wp1147587).

(v) [52.222-21](https://www.acquisition.gov/sites/default/files/current/far/html/52_222.html#wp1147656), Prohibition of Segregated Facilities (Apr 2015)

(vi) [52.222-26](https://www.acquisition.gov/sites/default/files/current/far/html/52_222.html#wp1147711), Equal Opportunity (Sept 2016) (E.O. 11246).

(vii) [52.222-35](https://www.acquisition.gov/sites/default/files/current/far/html/52_222.html#wp1158632), Equal Opportunity for Veterans (Oct 2015) ([38 U.S.C. 4212](http://uscode.house.gov/uscode-cgi/fastweb.exe?getdoc+uscview+t37t40+200+2++%2838%29%20%20AND%20%28%2838%29%20ADJ%20USC%29%3ACITE%20%20%20%20%20%20%20%20%20)).

(viii) [52.222-36](https://www.acquisition.gov/sites/default/files/current/far/html/52_222.html#wp1162802), Equal Opportunity for Workers with Disabilities (Jul 2014) ([29 U.S.C. 793](http://uscode.house.gov/uscode-cgi/fastweb.exe?getdoc+uscview+t29t32+2+78++%2829%29%20%20AND%20%28%2829%29%20ADJ%20USC%29%3ACITE%20%20%20%20%20%20%20%20%20)).

(ix) [52.222-37](https://www.acquisition.gov/sites/default/files/current/far/html/52_222.html#wp1148123), Employment Reports on Veterans (Feb 2016) ([38 U.S.C. 4212](http://uscode.house.gov/uscode-cgi/fastweb.exe?getdoc+uscview+t29t32+2+78++%2829%29%20%20AND%20%28%2829%29%20ADJ%20USC%29%3ACITE%20%20%20%20%20%20%20%20%20))

(x) [52.222-40](https://www.acquisition.gov/sites/default/files/current/far/html/52_222.html#wp1160019), 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](https://www.acquisition.gov/sites/default/files/current/far/html/52_222.html#wp1160019).

(xi) [52.222-41](https://www.acquisition.gov/sites/default/files/current/far/html/52_222.html#wp1160021), Service Contract Labor Standards (May 2014) ([41 U.S.C. chapter 67](http://uscode.house.gov/)).

(xii)

[52.222-50](https://www.acquisition.gov/sites/default/files/current/far/html/52_222.html" \l "wp1151848), Combating Trafficking in Persons (Mar 2015) ([22 U.S.C. chapter 78](http://uscode.house.gov/) and E.O 13627). Alternate I (Mar 2015) of [52.222-50](https://www.acquisition.gov/sites/default/files/current/far/html/52_222.html#wp1151848) ([22 U.S.C. chapter 78 and E.O 13627](http://uscode.house.gov/)).

(xiii) [52.222-51](https://www.acquisition.gov/sites/default/files/current/far/html/52_222.html#wp1155380), 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](http://uscode.house.gov/)).

(xiv) [52.222-53](https://www.acquisition.gov/sites/default/files/current/far/html/52_222.html#wp1162590), Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (May 2014) ([41 U.S.C. chapter 67](http://uscode.house.gov/)).

(xv) [52.222-54](https://www.acquisition.gov/sites/default/files/current/far/html/52_222.html#wp1156645), Employment Eligibility Verification (Oct 2015) (E.O. 12989).

(xvi) [52.222-55](https://www.acquisition.gov/sites/default/files/current/far/html/52_222.html#wp1163027), Minimum Wages Under Executive Order 13658 (Dec 2015).

(xvii) [52.222-62](https://www.acquisition.gov/sites/default/files/current/far/html/52_222.html#wp1170084), Paid Sick Leave Under Executive Order 13706 (Jan 2017) (E.O. 13706).

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

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

(xix) [52.225-26](https://www.acquisition.gov/sites/default/files/current/far/html/52_223_226.html#wp1192524), 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)](http://uscode.house.gov/uscode-cgi/fastweb.exe?getdoc+uscview+t09t12+1445+65++%2810%20U.S.C.%202302%20Note%29%20%20%20%20%20%20%20%20%20%20).

(xx) [52.226-6](https://www.acquisition.gov/sites/default/files/current/far/html/52_223_226.html#wp1183820), Promoting Excess Food Donation to Nonprofit Organizations (May 2014) ([42 U.S.C. 1792](http://uscode.house.gov/)). Flow down required in accordance with paragraph (e) of FAR clause [52.226-6](https://www.acquisition.gov/sites/default/files/current/far/html/52_223_226.html#wp1183820).

(xxi) [52.247-64](https://www.acquisition.gov/sites/default/files/current/far/html/52_247.html#wp1156217), Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) ([46 U.S.C. Appx. 1241(b)](http://uscode.house.gov/uscode-cgi/fastweb.exe?getdoc+uscview+t45t48+351+1++%2846%29%20%20AND%20%28%2846%29%20ADJ%20USC%29%3ACITE%20%20%20%20%20%20%20%20%20) and [10 U.S.C. 2631](http://uscode.house.gov/uscode-cgi/fastweb.exe?getdoc+uscview+t09t12+37+408++%2810%29%20%252)). Flow down required in accordance with paragraph (d) of FAR clause [52.247-64](https://www.acquisition.gov/sites/default/files/current/far/html/52_247.html#wp1156217).

(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)

## D.4 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 during the 12 month period of performance or two 12 month option periods.

(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)

## D.5 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 one each, 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 30 each;

(2) Any order for a combination of items in excess of $100,000.00; or

(3) A series of orders from the same ordering office within 30 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 10 working 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)

## D.6 52.216-21 REQUIREMENTS (OCT 1995)

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

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

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

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

(e) If the Government urgently requires delivery of any quantity of an item before the earliest date that delivery may be specified under this contract, and if the Contractor will not accept an order providing for the accelerated delivery, the Government may acquire the urgently required goods or services from another source.

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

**D.7 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**\_ provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least **\_60\_** days before the contract expires. The preliminary notice does not commit the Government to an extension.

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

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed **3 Years**.

(End of Clause)

## D.8 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 (FAR) and

http://www.va.gov/oal/library/vaar/index.asp (VAAR)

(End of Clause)

## D.9 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)

## D.10 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)

## D.11 VAAR 852.211-70 SERVICE DATA MANUALS (NOV 1984)

(a) The successful bidder will supply operation/maintenance (service data) manuals with each piece of equipment in the quantity specified in the solicitation and resulting purchase order. As a minimum, the manual(s) shall be bound and equivalent to the manual(s) provided the manufacturer's designated field service representative as well as comply with all the requirements in paragraphs (b) through (i) of this clause. Sections, headings and section sequence identified in (b) through (i) of this clause are typical and may vary between manufacturers. Variances in the sections, headings and section sequence, however, do not relieve the manufacturer of his/her responsibility in supplying the technical data called for therein.

(b) Title Page and Front Matter. The title page shall include the equipment nomenclature, model number, effective date of the manual and the manufacturer's name and address. If the manual applies to a particular version of the equipment only, the title page shall also list that equipment's serial number. Front matter shall consist of the Table of Contents, List of Tables, List of Illustrations and a frontispiece (photograph or line drawing) depicting the equipment.

(c) Section I, General Description. This section shall provide a generalized description of the equipment or devices and shall describe its purpose or intended use. Included in this section will be a table listing all pertinent equipment specifications, power requirements, environmental limitations and physical dimensions.

(d) Section II, Installation. Section II shall provide pertinent installation information. It shall list all input and output connectors using applicable reference designators and functional names as they appear on the equipment. Included in this listing will be a brief description of the function of each connector along with the connector type. Instructions shall be provided as to the recommended method of repacking the equipment for shipment (packing material, labeling, etc.).

(e) Section III, Operation. Section III will fully describe the operation of the equipment and shall include a listing of each control with a brief description of its function and step-by-step procedures for each operating mode. Procedures will use the control(s) nomenclature as it appears on the equipment and will be keyed to one or more illustrations of the equipment. Operating procedures will include any preoperational checks, calibration adjustments and operation tests. Notes, cautions and warnings shall be set off from the text body so they may easily be recognizable and will draw the attention of the reader. Illustrations should be used wherever possible depicting equipment connections for test, calibration, patient monitoring and measurements. For large, complex and/or highly versatile equipment capable of many operating modes and in other instances where the Operation Section is quite large, operational information may be bound separately in the form of an Operators Manual. The providing of a separate Operators manual does not relieve the supplier of his responsibility for providing the minimum acceptable maintenance data specified herein. When applicable, flow charts and narrative descriptions of software shall be provided. If programming is either built-in and/or user modifiable, a complete software listing shall be supplied. Equipment items with software packages shall also include diagnostic routines and sample outputs. Submission information shall be given in the Maintenance Section to identify equipment malfunctions that are software related.

(f) Section IV, Principles of Operation. This section shall describe in narrative form the principles of operation of the equipment. Circuitry shall be discussed in sufficient detail to be understood by technicians and engineers who possess a working knowledge of electronics and a general familiarity with the overall application of the devices. The circuit descriptions should start at the overall equipment level and proceed to more detailed circuit descriptions. The overall description shall be keyed to a functional block diagram of the equipment. Circuit descriptions shall be keyed to schematic diagrams discussed in paragraph (i) below. It is recommended that for complex or special circuits, simplified schematics should be included in this section.

(g) Section V, Maintenance. The maintenance section shall contain a list of recommended test equipment, special tools, preventive maintenance instructions and corrective information. The list of test equipment shall be that recommended by the manufacturer and shall be designated by manufacturer and model number. Special tools are those items not commercially available or those that are designed specifically for the equipment being supplied. Sufficient data will be provided to enable their purchase by the Department of Veterans Affairs. Preventive maintenance instructions shall consist of those recommended by the manufacturer to preclude unnecessary failures. Procedures and the recommended frequency of performance shall be included for visual inspection, cleaning, lubricating, mechanical adjustments and circuit calibration. Corrective maintenance shall consist of the data necessary to troubleshoot and rectify a problem and shall include procedures for realigning and testing the equipment. Troubleshooting shall include either a list of test points with the applicable voltage levels or waveforms that would be present under a certain prescribed set of conditions, a troubleshooting chart listing the symptom, probable cause and remedy, or a narrative containing sufficient data to enable a test technician or electronics engineer to determine and locate the probable cause of malfunction. Data shall also be provided describing the preferred method of repairing or replacing discrete components mounted on printed circuit boards or located in areas where special steps must be followed to disassemble the equipment. Procedures shall be included to realign and test the equipment at the completion of repairs and to restore it to its original operating condition. These procedures shall be supported by the necessary waveforms and voltage levels, and data for selecting matched components. Diagrams, either photographic or line, shall show the location of printed circuit board mounted components.

(h) Section VI, Replacement Parts List. The replacement parts list shall list, in alphanumeric order, all electrical/electronic, mechanical and pneumatic components, their description, value and tolerance, true manufacturer and manufacturers' part number.

(i) Section VII, Drawings. Wiring and schematic diagrams shall be included. The drawings will depict the circuitry using standard symbols and shall include the reference designations and component values or type designators. Drawings shall be clear and legible and shall not be engineering or productions sketches.

(End of Clause)

## D.12 852.211-73 BRAND NAME OR EQUAL (JAN 2008)

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

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

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

(c)

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

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

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

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

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

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

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

(End of Clause)

## D.13 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)

## D.14 VAAR 852.237-70 CONTRACTOR RESPONSIBILITIES (APR 1984)

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

(End of Clause)

## D.15 VAAR 852.246-70 GUARANTEE (JAN 2008)

The contractor guarantees the equipment against defective material, workmanship and performance for a period of one (1) year after delivery, inspection and acceptance, 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)

## D.16 VAAR 852.246-71 INSPECTION (JAN 2008)

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

(End of Clause)