

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30				1. REQUISITION NO.		PAGE 1 OF 47	
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NO.		5. SOLICITATION NUMBER 36C26318Q0436	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME DARRYL MOON		b. TELEPHONE NO. (No Collect Calls) 701-239-3796		6. SOLICITATION ISSUE DATE 04-2-2018	
9. ISSUED BY DEPARTMENT OF VETERANS AFFAIRS FARGO VA HEALTHCARE SYSTEM 2101 ELM STREET (04-S) FARGO ND 58102-2417				10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE: _____ % FOR: <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM NAICS: 325413 <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> EDWOSB SIZE STANDARD: <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> 8(A) N			
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS		13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) <input type="checkbox"/>		13b. RATING N/A	
15. DELIVER TO DEPARTMENT OF VETERAN AFFAIRS IOWA CITY VA HEALTHCARE SYSTEM 601 HIGHWAY 6 WEST IOWA CITY IA 52246				16. ADMINISTERED BY DEPARTMENT OF VETERANS AFFAIRS FARGO VA HEALTHCARE SYSTEM 2101 ELM STREET (04-S) FARGO ND 58102-2417			
17a. CONTRACTOR/OFFEROR		FACILITY CODE		18a. PAYMENT WILL BE MADE BY		CODE Y	
TELEPHONE NO. DUNS: DUNS+4:				DEPARTMENT OF VETERANS AFFAIRS FINANCIAL SERVICES CENTER FMS-VA-2 (101) P.O. BOX 149971 AUSTIN TX 78714-9971 PHONE: FAX:			
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER				<input type="checkbox"/> 18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM			
19. ITEM NO.	20. See CONTINUATION Page SCHEDULE OF SUPPLIES/SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	Blanket Purchase Agreement (BPA) for Automated Glycohemoglobin Instrumentation. The Government intends to award a CPRR BPA to a single Contractor for Automated Glycohemoglobin Instrumentation. Periods of Performance (PoP): BASE PERIOD: Date of Award - 3/31/2019 OPTION PERIOD 1: 4/1/2019 - 3/31/2020 OPTION PERIOD 2: 4/1/2020 - 3/31/2021 OPTION PERIOD 3: 4/1/2021 - 3/31/2022 OPTION PERIOD 4: 4/1/2022 - 3/31/2023 ***TRADEOFFS WILL BE USED AS PART OF THE EVALUATION *Page count does not include attachment(s) (Use Reverse and/or Attach Additional Sheets as Necessary)						
25. ACCOUNTING AND APPROPRIATION DATA See CONTINUATION Page As Cited on BPA Order					26. TOTAL AWARD AMOUNT (For Govt. Use Only) \$0.00		
<input checked="" type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA					<input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.		
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA					<input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED		
<input checked="" type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>1</u> COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED					<input type="checkbox"/> 29. AWARD OF CONTRACT: REF. _____ OFFER DATED _____. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN IS ACCEPTED AS TO ITEMS:		
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)			
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) DARRYL W. MOON NCO2315L3-6069		31c. DATE SIGNED	

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SECTION B - CONTINUATION OF SF 1449 BLOCKS

B.1 CONTRACT ADMINISTRATION DATA

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

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

a. CONTRACTOR:

b. GOVERNMENT: Contracting Officer 36C437

DEPARTMENT OF VETERANS AFFAIRS
FARGO VA HEALTHCARE SYSTEM
2101 ELM STREET (04-S)
FARGO ND 58102-2417

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

- ☒ 52.232-33, Payment by Electronic Funds Transfer—System For Award Management,
or
☐ 52.232-36, Payment by Third Party

3. INVOICES: Invoices shall be submitted in arrears:

a. Quarterly ☐

b. Semi-Annually ☐

c. Other ☒ UPON RECEIPT OF ORDER(S)

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

DEPARTMENT OF VETERANS AFFAIRS
FINANCIAL SERVICES CENTER
FMS-VA-2 (101)
P.O. BOX 149971
AUSTIN TX 78714-9971

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

AMENDMENT NO	DATE

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 FUNCTIONAL PERFORMANCE SPECIFICATION

- 1.1. **INTENT:** It is the intent of the Iowa City Department of Veterans Affairs Health Care System, (herein afterwards referred to as ICVAHCS) to establish a Blanket Purchase Agreement (BPA) for Automated Glycohemoglobin Instrumentation. The BPA shall be under Cost Per Reportable Result (CPRR), Clinical Laboratory Analyzers. The Government will award a CPRR BPA to a single Contractor for Automated Glycohemoglobin Instrumentation. Contractor agrees to the following terms of the BPA exclusively with the ICVAHCS facilities listed by Attachment/herein and awarded in the final BPA. However, as requirements change, facilities within ICVAHCS may be added or deleted by supplemental agreement of the Government and the Contractor. Additional tests/reagents/instrumentation may be added to the BPA as new technology becomes available on the market and added to the base contract. **It is the intent is to award a BPA consisting of a Base Period plus four (4) Option Periods.**
- 1.2. **ORDERS:** All products ordered under this BPA, placed against the agreed upon schedule are subject to the terms and conditions of the contract. This BPA does not obligate any funds. The Government is obligated only to the extent of authorized orders actually issued under the BPA by authorized individuals.
- 1.3. **PRICES AND TERMS:** ICVAHCS will provide an estimated volume by test as reflected in Attachment A for each individual medical center and outpatient clinic laboratory. Pricing is based on the AVERAGE daily test volume per instrument/analyzer for each facility. The Government estimates the volumes per facility as listed in Attachment A, but does not guarantee volumes as listed; they are estimates ONLY.
- 1.4. **TERM OF AGREEMENT:** This will be a single award, firm-fixed price BPA with one base period and four option periods and shall be effective for the term of the contract plus extensions. The Contractor is required to immediately notify the CO (Government Contracting Officer), in writing, if at any time the contract upon which this BPA is based, will no longer be supported. This BPA is not a contract. If the Contractor fails to perform in a manner satisfactory to the CO, this BPA may be canceled with thirty (30) days written notice to the Contractor by the CO. This BPA shall be reviewed annually.
- 1.5. **IDENTIFICATION:** Delivery Orders issued shall be identified by their applicable BPA Number. BPA identification numbers are assigned through the VHA Procurement Activity;

- 1.6. **ORDERING METHOD:** The participating facilities may order products via Electronic Data Interchange (EDI), telephone, facsimile or other written communication, identifying the products by number, quantity, purchase price, address for delivery, and any special instructions.

DESCRIPTION / SCOPE OF PROCUREMENT:

*New Equipment ONLY; NO remanufactured or "gray market" items. All items must be covered by the manufacturer's warranty. Please provide technical specification if offering an equal product. Authorized dealers: Only firms who are authorized dealers will be considered in addition to the original equipment manufacturer. A letter from the manufacturer stating your company is an authorized dealer for the line items must be in possession by the due date and be available for submission, if requested.

- 1.6.1. The desired instrumentation shall have the capability of performing or reporting the clinical parameters as defined in the statement of work. The instrument shall have random access capability (if discrete testing is required) and be able to simultaneously perform the complete profile as described below meet the performance characteristics for accuracy and precision as defined by the 1988 Clinical Laboratory Improvement Act (CLIA) and the Clinical and Laboratory Standards Institute (CLSI).
- 1.6.2. Equipment must maintain, or preferably reduce the number of work stations or overall labor required to accomplish the required testing by each laboratory.
- 1.6.3. If Contractor offers a family of analyzers, ICVAHCS technical evaluation panel will determine if instrumentation proposed meets needs of using facility.
- 1.6.4. The Contractor is required to provide a continuously stocked inventory of reagents, standards, controls, supplies, disposables and any other materials required to properly perform tests on the equipment such that equipment operations are not interrupted. These items shall be of the highest quality, sensitivity, specificity and tested to assure precision and accuracy. Expiration date must be clearly marked on reagent, standards and control containers. Unexpected changes in methodology/technology shall be at the expense of the Contractor. Alert/Notification of any delays in shipment as well as any or all technical advisory/recalls/alerts, prior to or simultaneously with field alerts should be forwarded to the designated individuals determined at contract award-
- 1.6.5. Special handling for emergency orders of supplies: In the event that the supplies are found to be defective and unsuitable for use with the Contractor's equipment, or the Contractor has failed to comply with the requirements for routine supply delivery, the Contractor is required to deliver the supplies within 24 hours of receipt of a verbal order for emergency delivery. If either circumstance has occurred, the Contractor shall deliver to the Government site in the most expeditious manner possible without additional cost to the Government, the necessary consumables in sufficient quantity as required to allow operation of the Contractor's equipment for one week (under normal Government test load volume). If additional requests for emergency supply delivery are required by the Government, they shall be honored by the Contractor until the arrival at the laboratory of the monthly standing order/routine supplies delivery.

1.7. DEFINITIONS:

1.7.1. Cost per Patient Reportable Result (CPRR)- *as defined in the Federal Supply Schedule FSC Group 66, Part III, Cost-Per-Test Clinical Laboratory Analyzers* - Contractors are required to provide a price for a reportable patient result. The per patient reportable result price shall include costs covering: (1) 5 year equipment use, (2) all reagents, standards, quality controls, supplies, consumable/disposable items, parts, accessories and any other item required for the proper operation of the Contractor's equipment and necessary for the generation of a patient reportable result. This per patient reportable result price shall also encompass all costs associated with dilution; repeat and confirmatory testing required producing a single patient reportable result. It shall also include the material to perform as well as all other costs associated with quality control, calibration and correlation study testing that is prescribed by the Clinical and Laboratory Standards Institute (CLSI). (3) all necessary maintenance to keep the equipment in good operating condition (This element includes both preventive maintenance and emergency repairs) and (4) training for Government personnel. Contractors shall provide delivery, installation and removal of equipment at no additional charge.

1.7.2. Cost per Test (CPT)- *as defined in the Federal Supply Schedule FSC Group 66, Part III, Cost-Per-Test Clinical Laboratory Analyzers* – Contractors are required to provide a price for each test that can be performed on its equipment. The per test price shall include costs covering (1) 5 year equipment use, (2) all reagents, standards, quality controls, supplies, consumable/disposable items, parts, accessories and any other item required for the proper operation of the Contractor's equipment and necessary for the generation and reporting of a test result, (3) all necessary maintenance to keep the equipment in good operating condition (This element includes both preventive maintenance and emergency repairs) and (4) training for Government personnel. Contractors are required to provide delivery, installation and removal of equipment at no additional charge.

1.7.3. Business Associate Agreement (BAA)- A business associate is an entity, including an individual, company, or organization that, on behalf of VHA, performs or assists in the performance of functions or activities involving the use or disclosure of PHI, or that provides certain services involving the disclosure of protected health information (PHI). VHA is a covered entity under the HIPAA Privacy Rule (Privacy Rule). HIPAA regulations require VHA to execute HIPAA-compliant BAAs with certain entities that receives, uses, or discloses VHA PHI in order to perform some activity for VHA. These BAAs obligate VHA business associates to provide the same protections and safeguards to PHI that is required of VHA under the Privacy Rule.

1.8. TEST MENU: Refer to Attachment A for desired test menu and estimated annual volumes.

1.9. GENERAL REQUIREMENTS:

1.9.1. Primary analyzer – Base equipment offered that shall fully support the scope of operations (minimal requirements). Depending upon the technical functionality and the capabilities of the individual manufacturer's instrumentation, one analyzer or multiple analyzers may be required to meet the productivity specifications defined herein. In those instances, the additional analyzer(s) shall, likewise, be considered primary instrumentation and shall meet all of the technical specifications of this solicitation. Those additional analyzer(s) offered meeting the definition of a primary analyzer shall be equivalent to a back-up analyzer (see definition below) and shall replace the requirement for offering that category of equipment.

1.9.2.(Applies only if selected) Back-up Analyzer; equipment required in support of operations for the VA laboratories in the event the primary analyzer(s) becomes non-operational/non-functional. This category of equipment shall only be operated during periods of time when the primary instrumentation is not available for use. As such, the requirements for consumable supplies, i.e. reagents, quality control material, calibrators, etc., shall be minimal and corollary to the successful operation of the primary instrumentation. Specific tests that require back-up performance are listed in Attachment A.

1.9.3.Parameter Definitions-

1.9.3.1. The system must be certified by the [National Glycohemoglobin Standardization Program](#).

1.9.3.2. Coefficient of Variation (CV) must be less than 2.5%.

1.9.4.Operational Features- The instrumentation offered shall have the following:

1.9.4.1. The capability of performing analysis on 100% of the tests listed in Attachment A.

1.9.4.2. Sufficient capacity and throughput to meet the volume and service demands as defined in Attachment A.

1.9.4.3. Safety features to avoid unnecessary exposure to biohazardous and chemical material. The exposure to and the volume of biohazardous and chemical material generated by the equipment must be minimal and require a minimum amount of handling.

1.9.4.4. A bi-directional, bar-coded computer interface compatible with the current VA laboratory information system. The fully operational interface (both hardware and software) shall be immediately available for implementation to the VA computerized hospital information system.

1.9.4.4.1. The accuracy of the barcode reading must have less than a 1% failure rate.

1.9.4.4.2. Equipment must be able to support multiple barcode formats (Code 39, Code 128) that may be enabled concurrently.

1.9.4.4.3. Equipment must accept, at a minimum, 10 characters in specimen identifier that is alpha-numeric.

1.9.4.5. Ability to prioritize STAT testing without compromising existing programmed testing.

1.9.4.6. Minimal daily, monthly, and periodic maintenance.

1.9.4.7. Ability to store and retransmit records (24 hours of maximal instrument throughput) in case of interface outage.

1.9.4.8. On board reagent stability sufficient to accommodate both high and low volume use. Contractor to provide expiration dates of at least three (3) months for reagents.

1.9.4.9. No requirements for sample pre-treatment.

1.9.4.10. A specimen handling/loading system;

1.9.4.10.1. Primary specimen container(s) loaded into a storage area, e.g. tray, rack, wheel, etc. for automated processing.

1.9.4.10.2. Diluting and injecting of the specimen is handled with minimal operator intervention.

1.9.4.10.3. Ability to accept various types of sample containers.

1.9.4.11. Minimal reagent preparation.

- 1.9.4.12. Capability to store at least 5000 patient results in database for immediate recall.
- 1.9.5. **Technical Features-** The instrumentation must be approved by the Food and Drug Administration (FDA) and shall have the following:
 - 1.9.5.1. Ability to monitor instrument performance.
 - 1.9.5.2. On Board reagent inventory system.
 - 1.9.5.3. Minimal carryover.
 - 1.9.5.4. Long calibration stability.
 - 1.9.5.5. Internal ability to assess column and detector functionality over time. A method for the determination of column and detector integrity must be provided.
 - 1.9.5.6. Complete separation of the labile and stable hemoglobin A1C.
 - 1.9.5.7. Methodology that provides minimal interference from common hemoglobin (Hb) variants.
- 1.9.6. **Hardware Features-** The instrumentation shall have the following:
 - 1.9.6.1. A total equipment footprint that when installed in the laboratory shall not impact the functionality/operations of that laboratory.
 - 1.9.6.2. An on-board monitor/screen that is easily readable.
 - 1.9.6.3. A printer that has the capability of printing a patient report with patient demographic information that includes minimally the patient's name and accession or unique identifier number (UID).
 - 1.9.6.4. An uninterruptible power supply with line conditioner for each instrument provided.
 - 1.9.6.5. An auto sampling system that includes cap piercing closed tube aspiration, auto-loader, and auto-mixing if indicated.
- 1.9.7. Select (1) Specific Equipment Requirements from the drop down list; edit the EXAMPLE text provided as appropriate
- 1.9.8.
 - 1.9.8.1. Primary tube sampling.
- 1.9.9. **Reference Range-** A reference range must be determined for each test following CLSI guidelines. Samples used for the reference range study must be representative of the patient population being tested. Reference range assessment must be performed for each lab. One of the following protocols shall be used:
 - 1.9.9.1. A verification of the manufacturer's suggested reference range may be performed as long as the suggested range is based on a comparable population of test subjects. The manufacturer shall provide specific information defining how the suggested range was determined. A minimum of 20 reference individuals shall be used to verify the manufacturer's range. Any apparent outliers should be discarded and new specimens obtained to provide a statistically valid verification.
 - 1.9.9.2. If the suggested manufacturer's range is not appropriate for the patient population, a reference range shall be established. Establishing a reference must follow CLSI guidelines. This requires a minimum of 120 reference individuals to be used to establish a reference range. The reference interval should be determined using the nonparametric method.
 - 1.9.9.3. If a laboratory is currently using the proposed instrument/reagent system, the "in-use" reference range can be transferred to the "new" system if a method comparison study between the two systems proves to be acceptable. If comparison studies are not acceptable, one of the two above items must be performed.

1.9.10. **Reports-** The Contractor shall provide to the Contracting Officer and other individuals (designated post-award) a copy of a quarterly report of sales, by ordering facility, within 30 calendar days after the close of each quarter's business. Reports are to reflect, at a minimum, total net sales amounts before discount, and discount amounts by ordering facility as well as the raw data used to develop these reports. These reports shall be used to monitor the commitment of each facility, reporting the savings realized and shall be shared with each participating facility, personnel associated with acquiring the products, and respective laboratory personnel. Additional invoice charges associated with reagent and/or supply wastage or repair parts included at no charge (per awarded contract) shall not be accepted. There will be no additional charges for any reports required as part of the BPA. . Attachment C may be used as a template to provide these quarterly reports.

1.9.11. **Support Features-**

1.9.11.1. Commercial marketing. The equipment models being offered shall be in current production as of the date this offer is submitted. For purposes of this solicitation, "current production" shall mean that the clinical laboratory analyzer model is being offered as new equipment. Discontinued models that are only being made available as remanufactured equipment are not acceptable.

1.9.11.2. Start-Up Reagents. The Contractor shall provide all reagents, calibrators, controls, consumable/disposable items, parts, accessories and any other item included on the list of supplies defined in the contract and required to establish instruments for operation for performance of acceptance testing. The Contractor shall perform, to the satisfaction of the Government, all validation studies including: precision, method comparison with current analyzer, accuracy (recovery), linearity (reportable range), calibration verification, verification of reference interval, and determination of sensitivity and specificity at no cost to the Government. The Contractor shall perform all of the statistical analysis as stated in the Method Performance/Validation section above and report data in an organized, clearly comprehensible format.

1.9.11.3. Training. The Contractor shall provide an instrument training program that is coordinated with and timely to the equipment installation, sufficient to the size and scope of the facility's services and minimally equivalent to the terms and conditions for training Laboratory Analyzers contract. This shall include training on the operation of the system, data manipulation, and basic trouble shooting and repair. Thereafter, the Contractor shall provide training for minimally one operator per facility per year at the discretion of the Government for each model of instrumentation placed. Utilization of the training slots shall be mutually agreed upon between the VA and the Contractor. A training program that involves off-site travel shall include the cost of airfare, room and board for each participant.

1.9.11.4. Equipment Preventative Maintenance/Repair Service. The Contractor shall be able to provide emergency equipment repair and preventative maintenance on all primary and back-up instrumentation and any incremental support equipment, e.g. water system, offered according to the following terms:

1.9.11.4.1. Select (3) Service Requirements from the drop down list; edit the EXAMPLE text provided as appropriate

1.9.11.5. Upgrades - The Contractor shall provide upgrades to both the equipment hardware and software in order to maintain the integrity of the system and the state-of

–the art technology, at no additional charge to the Government. These shall be provided as they become commercially available and at the same time as they are being provided to commercial customers. This requirement only applies to “system upgrades” that enhance the model of equipment being offered, i.e. new version of software, correction of hardware defect, upgrade offered to commercial customers at no additional charge, upgrade to replace model of equipment no longer Contractor supported, etc. This does not refer to replacing the original piece of equipment provided under the BPA; however, it does refer to significant changes in the hardware operational capability.

1.9.11.6. Ancillary support equipment - The Contractor shall provide, install and maintain through the life of the BPA, as indicated, any and all ancillary support equipment to fully operate the analyzer as defined in these specifications, e.g. cabinetry to support/house the analyzer (if necessary), water systems (including consumable polishers, filters, etc.), and universal interface equipment, etc. In addition, the Contractor shall include all ancillary components that are customarily sold or provided with the model of equipment proposed, e.g. starter kits, tables/stands, etc.

1.9.11.7. Instrument must be capable of interfacing with laboratory middleware systems, which is currently Instrument Manager by Data Innovations.

1.9.11.8. Commercial offerings - The Contractor shall provide any additional support material that is routinely provided to equivalent commercial customers and assists in regulatory compliance, e.g. Computer disc containing their procedure manual in CLSI format or an on-line procedure manual in the instrument software.

1.9.11.9. Characterization of waste – The Contractor shall provide documentation that it has characterized the hazardous nature of all wastes produced by all equipment, devices, reagents, and discharges in accordance with the requirements of the Code of Federal Regulations Title 40 “Protection of the Environment” Part 261 et seq. and applicable state and local requirements. Documentation shall include a description of the characteristics of the hazardous waste produced as a byproduct of the instrument operations, Safety Data Sheets (SDS) meeting the requirements of the Occupational Safety and Health Administration (OSHA) and Environmental Protection Agency (EPA), the analytical process used to determine the hazardous nature and characteristics of the waste, and the analytical test results. Testing of hazardous waste is to be done in accordance with testing protocol specified for each individual waste as described in the Code of Federal Regulations Title 40 to make a determination if the waste is a hazardous waste or otherwise regulated.

1.9.11.9.1. The determination and description shall address the following:

- 1.9.11.9.1.1. Waste toxicity (Reference 40 CFR §261.11 and 40 CFR §261.24)
- 1.9.11.9.1.2. Waste ignitability (Reference 40 CFR §261.21)
- 1.9.11.9.1.3. Waste corrosivity (Reference 40 CFR §261.22)
- 1.9.11.9.1.4. Waste reactivity (Reference 40 CFR §261.23)
- 1.9.11.9.1.5. Hazardous waste from non-specific sources (F-listed) (Reference 40 CFR §261.31)
- 1.9.11.9.1.6. Discarded commercial products (acutely toxic or P-listed and toxic or U-listed) (Reference 40 CFR §261.33)

- 1.9.11.9.1.7. Solid Waste (Reference 40 CFR §261.2)
- 1.9.11.9.1.8. Exclusions (Reference 40 CFR §261.4)
- 1.9.11.9.2. The contractor will provide written instructions and training material to ensure VHA laboratory staff are trained as needed to properly operate devices with special emphasis to managing and disposing of hazardous waste in accordance with EPA and state requirements. Additionally, the training provided by the contractor must fulfill Resource Conservation and Recovery Act (RCRA) requirements for training as applicable to devices.
- 1.9.11.9.3. Contractor shall provide a description of all wastes the process or equipment may discharge so that the facility can determine whether the discharge meets Local Publicly Owned Treatment Works (POTW), State and Federal discharge requirements. At a minimum the characteristics of ignitability, corrosivity, reactivity and toxicity as defined in 40 CFR §261 must be determined and documented. Any mercury containing reagents must be identified in any concentrations. All test results shall be provided. All listed chemicals (F, U, K and P) found in 40 CFR §261 shall be provided in product information and their concentrations documented. For those materials with a positive hazardous waste determination, a mechanism for the laboratory to meet local discharge requirements (i.e. mercury, thimerosal and formaldehyde) must be developed and SDS sheets must be provided in advance for review. At a minimum, documentation shall include, but not be limited to the concentration/measures of the elements and parameters listed below and must be included with vendor response:
 - 1.9.11.9.3.1. Barium (Total)
 - 1.9.11.9.3.2. Cadmium (Total)
 - 1.9.11.9.3.3. Chromium (Total)
 - 1.9.11.9.3.4. Copper (Total)
 - 1.9.11.9.3.5. Cyanide (Total)
 - 1.9.11.9.3.6. Lead (Total)
 - 1.9.11.9.3.7. Mercury (Total)
 - 1.9.11.9.3.8. Nickel (Total)
 - 1.9.11.9.3.9. Silver (Total)
 - 1.9.11.9.3.10. Zinc (Total)
 - 1.9.11.9.3.11. Arsenic (Total)
 - 1.9.11.9.3.12. Selenium (Total)
 - 1.9.11.9.3.13. Tin (Total)
 - 1.9.11.9.3.14. pH
 - 1.9.11.9.3.15. Flash point (to higher than 200°F)
 - 1.9.11.9.3.16. BOD; biochemical oxygen demand
- 1.9.11.9.4. The documentation the contractor provides will be used to work with the VAMC and the public and/or private organization (e.g., POTW) to determine whether or not the waste from each device can legally be disposed of via the sewerage system
- 1.9.11.10. Implementation/transition timeframe - The implementation of the services/requirements described in this solicitation shall be completed no later than DDDD days after the award of the BPA. This timeline is based on a reasonable

attempt of the Contractor to complete all of the necessary implementation requirements within the stated timeframe. Contractor shall not be penalized for implementation timelines that extend beyond the DDDD day timeframe, if the extension is through no fault of the Contractor and is a result of delays due to the Government.

1.9.11.10.1. Upon award of a BPA, the transition period for the awarded BPA to have all equipment and peripherals installed and operational shall be from date of award through DDDD days. During this same period all initial training of VA personnel in the operation and maintenance of said award shall also be completed.

1.9.11.10.2. Contractor shall provide with its quotation an implementation plan for installation of new equipment. Contractor's submitted plan shall not exceed DDDD days for the transition of all services under the awarded BPA including installation and training of personnel, transition of all testing materials, reagents and supplies, etc., performance of all correlations and validations. Failure of the Contractor to conform to the transition period shall be considered as sufficient cause to terminate BPA for cause under the Termination for Cause clause of the BPA.

1.9.11.10.3. At the end of DDDD days from award of the BPA, the awarded Contractor shall have full and sole responsibility for services under the awarded BPA.

1.9.12. **Standard and Quality of Performance-** This paragraph establishes a standard of quality performance that shall be met before any equipment listed on BPA is accepted by the Government. This also includes replacement, substitute machines and machines that are added or field modified after a system has demonstrated successful performance. The acceptance period shall begin on the installation date. It shall end when the equipment has met the standard of performance for a period of 30 consecutive calendar days by operating in conformance with the Contractor's technical specification or as quoted in any BPA at an effectiveness level of 90% or more.

1.9.12.1. In the event that equipment does not meet the standard of performance during the initial 30 consecutive calendar days, the standard of performance tests shall continue on a day-by-day basis until the standard of performance is met for a total of 30 consecutive days.

1.9.12.2. If the equipment fails to meet the standard of performance after 90 calendar days from the installation date, the user may, at his/her option, request a replacement or terminate the order in accordance with the provisions of FAR 52.212-4 entitled "Termination for cause." (The Contractor shall receive revenue for tests reported during the 90-day acceptance period.)

1.9.12.3. Operational use time for performance testing for a system is defined as the accumulated time during which the machine is in actual use. System failure downtime is that period of time when any machine in the system is inoperable due to equipment failure. Downtime for each incident shall start from the time the Government makes a bona fide attempt to contact the Contractor's designated representative at the prearranged contact point until the system or machine(s) is returned to the Government in proper operating condition.

- 1.9.12.4. During the performance period for a system, a minimum of 100 hours of operational use time with productive or simulated work shall be required as a basis for computation of the effectiveness level. However, in computing the effectiveness level, the actual number of operational use hours shall be used when in excess of the minimum of 100 hours.
- 1.9.12.5. The Government will maintain daily records to satisfy the requirements of the Standard and Quality of Performance section and shall notify the Contractor in writing of the date of the first day of the successful period of operation. Operations use time and downtime shall be measured in hours and whole minutes.
- 1.9.12.6. During the term of the BPA, should the repair record of any individual piece of laboratory equipment reflect a downtime of 10% or greater of the normal working days in one calendar month, a determination shall be made by the COR to replace the malfunctioning equipment with new equipment. The responsibility for maintaining the equipment furnished in good condition in accordance with manufacturer's instructions, shall be solely that of the Contractor. Each instrument provided by the Contractor shall maintain an uptime of 90% in each month of the term of the agreement for equipment.
- 1.9.13. **Government's Responsibility-** The user will perform routine maintenance and cleaning as required in the manufacturer's operation and maintenance instructions. The user shall maintain appropriate records to satisfy the requirements of this paragraph.
- 1.9.14. **Ownership of Equipment-** Title to the equipment shall remain with the Contractor. All accessories (unused consumables, etc.) furnished by the Contractor shall accompany the equipment when returned to the Contractor. The Contractor, upon expiration of order(s), at termination and/or replacement of equipment, shall remove the equipment. The Contractor shall disconnect the analyzer (gas, water, air, etc.) and shall be responsible for all packing and shipping required to remove the analyzer.
- 1.9.15. The Contractor will identify if removable media is required to perform their duties. The Clinical Engineering Department will ensure the removable media is scanned with anti-virus software running current virus definitions prior to connection to any medical device/system. Any Contractor with patient sensitive information that is imported into the removable media device for any reason must purge all patient sensitive information prior to departure from the facility.
- 1.9.16. Prior to termination or completion of this BPA, Contractor/subcontractor must not destroy information received from VA, or gathered/created by the Contractor in the course of performing this BPA without prior written approval by the VA. Any data destruction done on behalf of VA by a Contractor/subcontractor must be done in accordance with National Archives and Records Administration (NARA) requirements as outlined in VA Directive 6300, *Records and Information Management* and its Handbook 6300.1 *Records Management Procedures*, applicable VA Records Control Schedules, and VA Handbook 6500.1, *Electronic Media Sanitization*. Self-certification by the Contractor that the data destruction requirements above have been met must be sent to the VA Contracting Officer within 30 days of termination or completion of the BPA.
- 1.9.17. All electronic storage media used on non-VA leased or non-VA owned IT equipment that is used to store, process, or access VA information must be handled in adherence with VA Handbook 6500.1, *Electronic Media Sanitization* upon: (i) completion or termination of the BPA or (ii) disposal or return of the IT equipment by the Contractor/subcontractor or any person acting on behalf of the Contractor/subcontractor, whichever is earlier. Media (hard drives, optical disks, CDs, back-up tapes, etc.) used by the Contractors/subcontractors that contain VA information must be returned to the VA for sanitization or destruction or the

Contractor/subcontractor must self-certify that the media has been disposed of per 6500.1 requirements. This must be completed within 30 days of termination or completion of the BPA or disposal or return of the IT equipment, whichever is earlier

- 1.9.18. Bio-Medical devices and other equipment or systems containing media (hard drives, optical disks, etc.) with VA sensitive information must not be returned to the Contractor at the end of lease, for trade-in, or other purposes. The options are:
 - 1.9.18.1. Contractor must accept the system without the drive;
 - 1.9.18.2. VA's initial medical device procurement includes a spare drive which must be installed in place of the original drive at time of turn-in; or
 - 1.9.18.3. VA must reimburse the company for media at a reasonable open market replacement cost at time of purchase.
- 1.9.19. Due to the highly specialized and sometimes proprietary hardware and software associated with medical equipment/systems, if it is not possible for the VA to retain the hard drive, then;
 - 1.9.19.1. The equipment Contractor must have an existing BAA if the device being traded in has protected health information stored on it and hard drive(s) from the system are being returned physically intact; and
 - 1.9.19.2. Any fixed hard drive on the device must be non-destructively sanitized to the greatest extent possible without negatively impacting system operation. Selective clearing down to patient data folder level is recommended using VA approved and validated overwriting technologies/methods/tools. Applicable media sanitization specifications need to be pre-approved and described in the purchase order or BPA.
 - 1.9.19.3. A statement needs to be signed by the Director (System Owner) that states that the drive could not be removed and that (a) and (b) controls above are in place and completed. The Information Security Officer (ISO) needs to maintain the documentation.

B.4 PRICE – COST SCHEDULE

BASE PERIOD	CLIN 0001
Period of Performance:	Date of Award – 3/31/2019
	Period Total
OPTION PERIOD 1	CLIN 1001
Period of Performance:	4/1/2019 – 3/31/2020
	Period Total
OPTION PERIOD 2	CLIN 2001
Period of Performance:	4/1/2020 – 3/31/2021
	Period Total
OPTION PERIOD 3	CLIN 3001
Period of Performance:	4/1/2021 – 3/31/2022
	Period Total
OPTION PERIOD 4	CLIN 4001
Period of Performance:	4/1/2022 – 3/31/2023
	Grand Total

GRAND TOTAL (Base Period and all Option Periods):
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SECTION C - CONTRACT CLAUSES

C.1 INTRODUCTION

In the spirit of the Federal Acquisition Streamlining Act, the Department of Veterans Affairs (DVA) and hereby enter into a cooperative agreement, otherwise referred to as a Blanket Purchase Agreement (BPA), to further reduce the administrative costs of acquiring supplies/services.

The agreement details all with accompanying prices and descriptions, which may be ordered under this BPA.

All orders placed against this BPA are subject to the terms and conditions of all the clauses and provisions in full text or incorporated by reference in this document.

C.2 AUTHORIZED LIMITS

The Government estimates, but does not guarantee, that individual BPA Orders placed against this Agreement may reach \$100,000.00/per Order. This Order Limit may be increased by mutual agreement of the parties as necessary, in whole or part. The authorized Ceiling Limit of the Agreement is set at \$500,000.00 over the period covered by the Agreement; this ceiling is also not a guarantee. The Ceiling Limit may also be raised in association with Order Limit increases or other conditions which, by mutual agreement of the parties, maybe considered necessary. Authorization for individual orders above the stated order and/or Ceiling Limits must be coordinated through the Contracting Officer before larger valued orders can be issued and prior to commencement of work. All unauthorized work, regardless of amount, will be processed through the ratification process.

C.3 AUTHORIZED INDIVIDUALS

Individuals Authorized to Place Orders:

DVA authorizes the following entities to place orders:

TBD AT A LATER TIME

C.4 BPA TERMS AND CONDITIONS

This order is subject to the terms referenced in BPA .

C.5 PRICING DATA

1. The prices included on the BPA list (or applicable "discounted" rates submitted in a proposal response to an RFQ resulting in award) that are in effect on the effective date of an order shall govern that order's basic performance period. With regard to any option years, which are later exercised, the proposed option year rates as incorporated into the order award are in effect until such time, if applicable, that the contractor has been authorized a rate increase culminating from a negotiation with the Contracting Officer.

2. The BPA holder can voluntarily reduce offered prices at any time by giving 24-hour advance notice (by facsimile or electronic-mail) to the Department of Veterans Affairs/Contracting Officer. This BPA also allows for additional discounts if a "large order" is placed at one time. An advanced notice is not required for discounts offered for only an individual order. Whether an order is large enough to warrant such a discount is subject to the discretion of the BPA holder.

3. The BPA holder may also increase BPA prices at any time. Any BPA price increase shall not take effect until the Department of Veterans Affairs Contracting Officer receives written notification (U.S. mail, facsimile, or electronic-mail). Any order already issued shall not be affected by any change to BPA pricing. The prices offered under this BPA will undergo annual review by the Department of Veterans Affairs Contracting Officer.

C.6 52.216-18 ORDERING (OCT 1995)

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

(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.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 up to the day the BPA expires; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least days before the BPA 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 .

(End of Clause)

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

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

(End of Clause)

C.9 VAAR 852.203-71 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.10 VAAR 852.211-70 SERVICE DATA MANUALS, MECHANICAL EQUIPMENT (JAN 2008)

The contractor agrees to furnish two hard copies of a manual, handbook or brochure containing operating, installation, and maintenance instructions (including pictures or illustrations, schematics, and complete repair/test guides as necessary). Where applicable, it will include electrical data and connection diagrams for all utilities. The instructions shall also contain a complete list of all replaceable parts showing part number, name, and quantity required.

(End of Clause)

C.11 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.12 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.13 VAAR 852.246-70 GUARANTEE (JAN 2008)

The contractor guarantees the equipment against defective material, workmanship and performance for a period of 1 year, minimum, 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.14 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)

C.15 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):

(End of Clause)

<u>FAR Number</u>	<u>Title</u>	<u>Date</u>
52.203-17	CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS	APR 2014
52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER	MAY 2011
52.224-1	PRIVACY ACT NOTIFICATION	APR 1984
52.224-2	PRIVACY ACT	APR 1984
52.232-40	PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS	DEC 2013

SECTION D - CONTRACT DOCUMENTS, EXHIBITS, OR ATTACHMENTS

See attached document: BAA.

SECTION E - SOLICITATION PROVISIONS

E.1 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.2 52.212-1 INSTRUCTIONS TO OFFERORS—COMMERCIAL ITEMS (JAN 2017)

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

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

- (1) The solicitation number;
- (2) The time specified in the solicitation for receipt of offers;
- (3) The name, address, and telephone number of the offeror;
- (4) A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary;
- (5) Terms of any express warranty;
- (6) Price and any discount terms;

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

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

(9) Acknowledgment of Solicitation Amendments;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

GSA Federal Supply Service Specifications Section

Suite 8100 470 East L'Enfant Plaza, SW

Washington, DC 20407

Telephone (202) 619-8925

Facsimile (202) 619-8978.

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

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

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

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

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

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

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

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

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

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

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

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

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

- (1) The agency's evaluation of the significant weak or deficient factors in the debriefed offeror's offer.
- (2) The overall evaluated cost or price and technical rating of the successful and the debriefed offeror and past performance information on the debriefed offeror.
- (3) The overall ranking of all offerors, when any ranking was developed by the agency during source selection.
- (4) A summary of the rationale for award;
- (5) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.
- (6) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

(End of Provision)

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

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

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

E.3 52.212-2 EVALUATION—COMMERCIAL ITEMS (OCT 2014)

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

TRADEOFFS WILL BE USED FOR THIS ACQUISITION

Evaluation Procedures/Factors

Basis for Award: (a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors shall be used to evaluate offers.

The factors/subfactors are listed in *descending order of importance*. All evaluation factors other than price, when combined, are significantly more important than price.

Factor A – Technical Characteristics (indicate how factors are listed i.e. equally important, weighted, etc.)

- Sub-factor 1 - *Equipment footprint* – Offerors will be evaluated on the configuration, ability to conform to existing space, scalability and integrations of instrumentation proposed for each site.
- Sub-factor 2 - *Performance ease/efficiency of operation* - Offerors will be evaluated on the ease of operation including calibration requirements; reagent handling and inventory control including reagent barcode capability; quality control maintenance, quality control management including ease of submitting data and quality control stability; software

navigation; level of automation, primary tube sampling and sample piercing capabilities.

- Sub-factor 3 - **Performance ease/efficiency of operation** - Offerors will be evaluated on the equipment maintenance requirements including operator-performed and vendor-performed maintenance procedures.
- Sub-factor 4 - **Test Menu** - Offerors will be evaluated on test menu required, method assay performance, specimen handling, and capacity to meet volume and service demands.
- Sub-factor 5 - **Implementation Plan** - Offerors will be evaluated on ability to implement equipment within specified timeframe.

Factor B – Past Performance

Shall be conducted utilizing the Past Performance Information Retrieval System (PPIRS).

*LACK OF PAST PERFORMANCE INFORMATION WILL BE RATED AS “NEUTRAL”

Factor C – Price

Price means the proposed price or cost as identified in the price schedule of the solicitation. **Offerors are requested to use the attached schedule of items to submit their pricing quote.** Failure to use the attached schedule of items may prevent full consideration of the quote.

Factor D – SDVOSB Preference

-VAAR 815.304 – In an effort to assist SDVOSBs and VOSBs, contracting officers shall include evaluation factors providing additional consideration to such offerors in competitively negotiated solicitations that are not set aside for SDVOSBs or VOSBs. Additional consideration shall also be given to any offeror, regardless of size status, that proposes to subcontract with SDVOSBs or VOSBs.

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

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

(End of Provision)

E.4 52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS— COMMERCIAL ITEMS (NOV 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—

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.

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).

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.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(2) Foreign End Products:

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

[List as necessary]

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

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

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

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

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

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

[List as necessary]

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

Other Foreign End Products:

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

[List as necessary]

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

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

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

Canadian End Products:

Line Item No.

[List as necessary]

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

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

Canadian or Israeli End Products:

Line Item No.	Country of Origin
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[List as necessary]

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

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

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

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

[List as necessary]

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

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

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

Other End Products:

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

[List as necessary]

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

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

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

(2) ☐ Have, ☐ have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or

subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property;

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

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

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

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

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

(ii) *Examples.*

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

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

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

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

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

(1) *Listed end products.*

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

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

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

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

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

(2) ☐ Outside the United States.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

☐ TIN: _____.

☐ TIN has been applied for.

☐ TIN is not required because:

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

- ☐ Offeror is an agency or instrumentality of a foreign government;
- ☐ Offeror is an agency or instrumentality of the Federal Government.

(4) *Type of organization.*

- ☐ Sole proprietorship;
- ☐ Partnership;
- ☐ Corporate entity (not tax-exempt);
- ☐ Corporate entity (tax-exempt);
- ☐ Government entity (Federal, State, or local);
- ☐ Foreign government;
- ☐ International organization per 26 CFR 1.6049-4;
- ☐ Other _____.

(5) *Common parent.*

- ☐ Offeror is not owned or controlled by a common parent;
- ☐ Name and TIN of common parent:

Name _____.

TIN _____.

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

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

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

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

- (i) It ☐ is, ☐ is not an inverted domestic corporation; and
- (ii) It ☐ is, ☐ is not a subsidiary of an inverted domestic corporation.

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

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

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

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

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

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

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

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

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

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

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

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

Immediate owner CAGE code: ____.

Immediate owner legal name: ____.

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

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

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

Highest-level owner CAGE code: ____.

Highest-level owner legal name: ____.

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

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

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

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

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

(2) The Offeror represents that—

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

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

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

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

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

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

Predecessor legal name: ____.

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

(s) [Reserved]

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

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

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

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

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

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

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

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

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

(End of Provision)

E.5 52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a **firm-fixed price BPA** resulting from this solicitation.

(End of Provision)

E.6 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:

DARRYL W. MOON

Hand-Carried Address:

DEPARTMENT OF VETERAN AFFAIRS
FARGO VA HEALTHCARE SYSTEM
BUILDING 30W
2101 ELM STREET (04-S)
FARGO, ND 58102-2417

Mailing Address:

DEPARTMENT OF VETERAN AFFAIRS
FARGO VA HEALTHCARE SYSTEM
BUILDING 30W
2101 ELM STREET (04-S)
FARGO, ND 58102-2417

(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.7 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.8 VAAR 852.233-71 ALTERNATE PROTEST PROCEDURE (JAN 1998)

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

(End of Provision)

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

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

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

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

E.9 VAAR 852.270-1 REPRESENTATIVES OF CONTRACTING OFFICERS (JAN 2008)

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

(End of Provision)

E.10 52.252-1 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):

(End of Provision)

FAR
Number
52.217-5

Title
EVALUATION OF OPTIONS

Date
JUL 1990