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DRAFT

A.1 SF 1449 SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS

A.2 ABBREVIATIONS

As used through this solicitation, the following abbreviations, words or terms are used as defined.

Abbreviations

CD-ROM	Compact Disc-Read-Only Memory
CSAS	Commodities and Services Acquisition Center
CLIN	Contract Line Item Number
CFR	Code of Federal Regulations
CUF	Customer User Fee
DLC	Denver Logistics Center
DUNS	Data Universal Number System
EDI	Electronic Data Interchange
EFT	Electronic Funds Transfer
FAR	Federal Acquisition Regulation
FOB	Free on Board
GAO	General Accountability Office
GSA	General Services Administration
HCPCS	Healthcare Common Procedural Coding System
IRS	Internal Revenue Service
NAICS	North American Industry Classification System
Pub L	Public Law
OMB	Office of Management and Budget
PPIRS	Past Performance Information Retrieval System
SAM	System for Award Management
SB	Small Business
SDB	Small Disadvantaged Business
SDC	Service and Distribution Center
SDVOSB	Service-Disabled Veteran-Owned Small Business
SF	Standard Form
TIN	Taxpayer Identification Number
US	United States
USC	United States Code
VA	Department of Veterans Affairs
VAAR	Veterans Affairs Acquisition Regulation
VAMC	Department of Veterans Affairs Medical Center
VOSB	Veteran-Owned Small Business
WTO GPA	World Trade Organization Government Procurement Agreement

A.3 NOTES TO OFFERORS

- (a) See Section E for instructions regarding proposal requirements and information.
- (b) The Price/Cost Schedule and Technical Requirements are at Section B.4 and attachment D.
- (c) Offers will be received at the address specified in Block 9 of SF 1449, until the date and time specified in Block 8.
CAUTION - LATE Submissions, modification, and Withdrawals: See provision 52.212-1. All offers are subject to all terms and conditions of this solicitation.

A.4 UNIQUE ENTITY IDENTIFIER / TAX IDENTIFICATION NUMBER

- (a) Offeror must provide Unique Entity Identifier: _____
- (b) Offeror must provide Tax Identification Number: _____

A.5 ACKNOWLEDGMENT OF AMENDMENTS

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

AMENDMENT NO	DATE

SECTION B - CONTINUATION OF SF 1449 BLOCKS

B.1 BACKGROUND

The Department of Veterans Affairs (VA) National Acquisition Center, Commodities and Services Acquisition Center (CSAS) provides professional acquisition services for the VA and other Government agencies. The CSAS has been tasked with a requirement to procure positive airway pressure (PAP) devices with associated accessories/replacement parts for the VA Prosthetic and Sensory Aids Service (PSAS) to supply VA Medical Centers (VAMCs). The CSAS will manage all contracts awarded under this solicitation on behalf of the Denver Logistic Center (DLC). The VA Denver Logistics Center is a national distribution center that manages holistic supply chain management for the VA and supports VA and other Government agencies with professional logistical services.

B.2 PURPOSE AND OBJECTIVE

- (a) VA's purpose in undertaking this solicitation is to obtain PAP technologies while securing a continuous supply of products to support usage of these technologies in VA clinical programs such as Sleep Medicine, Respiratory Care, and others. These items are purchased through the VA CSAS and DLC for distribution and assignment to individual VA medical facilities and subsequent issue to Veteran patients. These items are also

available for direct purchases by the VA medical facilities. The delivery, registration, and activation of items procured within this solicitation, along with invoicing requirements and payment procedures, are identified by the DLC and its respective business functions.

(b) The objective is to award multiple award fixed price, indefinite delivery indefinite quantity (IDIQ) contracts. The IDIQ contracts will be five-year contracts consisting of a 12-month base period and four (4) 12-months option periods.

B.3 SCOPE

(a) This solicitation is to procure positive airway pressure (PAP) devices with associated accessories/replacement parts. This solicitation may result in one or more fixed price IDIQ contracts consisting of a 12-month base period and four (4) 12-months option periods. The option periods will be exercised at the discretion of the VA CSAS.

More than one award may be made for each Contract Line Item Number (CLIN). However, only one award will be made for any particular PAP device make and model selected. The resultant contract(s) will provide the normal supply requirements for VAMCs.

(b) Schedule items will be ordered from time to time and in such quantities as needed to fill agency requirements in accordance with current applicable supply procedures.

(c) The offeror is required to offer prices for a 12-month base period and four (4) 12-months option period as identified in the Schedule. The resultant contracts will provide the supply requirements for the Department of Veterans Affairs.

B.4 SCHEDULE OF ITEMS

(a) The following CLINs identify the products required by this solicitation:

CLIN 0001 Auto-Titrating Continuous Positive Airway Pressure Machine (APAP);
CLIN 0002 Adaptive Servo-Ventilation Machine (ASV);
CLIN 0003 Bi-Level Positive Airway Pressure Machine (BPAP);
CLIN 0004 Volume Assured Pressured Support Machine (VAPS);

(b) The following are Associated Accessories and Replacement Parts required for this solicitation:

- (1) Associated Accessories (Limited to the following: Facial Interfaces, Filters, Mask Liners, and Tubing);
and
- (2) Replacement Parts (Limited to the following: Filters, Power Cords, Humidifier water chamber, and SD Cards).

(c) This solicitation may result in multiple award fixed price, IDIQ contracts for a 12-month base period and four (4) 12-months option periods to be exercised at VA CSAS discretion. It is desired to award, and the Government may award, contracts for multiple models to optimize the selections available to VA medical staff and their patients.

The Government anticipates multiple awards(s) resulting from this solicitation for the following types of PAP devices. A maximum of four (4) models awarded per CLIN 01 for Auto-Titrating Continuous Positive Airway Pressure (APAP) Machine; a maximum of four (4) models awarded per CLIN 02 for Adaptive Servo-Ventilation (ASV) Machine; a maximum of four (4) models awarded per CLIN 03 for Bi-Level Positive Airway Pressure (BPAP) Machine; and a maximum of four (4) models awarded per CLIN 04 for Volume Assured Pressured Support (VAPS) Machine to the responsible offerors whose offers, conforming to the solicitation, are determined to be the lowest evaluated price and technically acceptable offer(s).

Offerors may propose on one or more PAP device model(s). More than one PAP device model may be offered for each CLIN. However, only one award will be made for any specific PAP device model (s) selected. The Government reserves the right not to make an award on all CLINs. The Government reserves the right to determine how many awards it will make per CLIN, which may be less than the maximum number of awards identified above. **The Government also reserves the right not to make an award on all PAP device models offered.**

(d) Completing the Schedule of Items and Associated Attachments: The offeror is required to offer prices for each model offered for the base year and four option year periods identified in the Schedule of Items. Prices awarded for the base and option year periods will remain in effect for the respective contract base year or option periods, if exercised, without an increase. Evaluation of options and award of option year pricing shall not obligate the Government to actual exercise of any option(s) period. Note: Offerors must propose for the Base Year and for each Options Period for the PAP device model (s) offered in order to be considered for award. Offerors that propose for partial years shall be ineligible for contract award.

(e) Contract Line Item, Attachment A: In addition to the completing the Schedule, offerors **Shall** complete Attachment A “Detailed Information for Contract Line Items” for each Contract Line Item Number (CLIN) per PAP device model (s) offered. **Failure to do so may result in a rejection by the Government of the entire offer.**

(f) Estimated Quantities: The estimated quantities listed in the Schedule of Items for PAP devices are estimated and are **NOT** commitments. Estimated Quantities listed for each CLIN are estimates of the total annual requirement for the described product. The Government may place orders at quantities less than or greater than the estimated total quantity as stated in the schedule of items. There is no express or implied guarantee that the quantities will be ordered regularly.

Please Note: The estimated quantities listed on the pricing sheets are the estimated total number of items to be ordered under each respective CLIN. The total estimated amount will then be divided among the number of items awarded under each CLIN. For example (**Please Note:** this example is for illustration purposes only), there may be 5 sub-CLINS for a specific CLIN (i.e., 5 models offered for a particular CLIN) with an estimated quantity of 1000. In following this example, each sub-CLIN awarded will have an estimated quantity of 200 each (reflecting the CLIN estimated quantity divided by the 5 models awarded under it). This does not increase the CLIN estimated quantity, because the sub-CLINS are all included in the estimated quantity of 1000 for that specific CLIN.

(g) Sub-Line Items-Associated Accessories and Replacement Parts: Associated accessories are limited to the following: Facial Interfaces, Filters, *Mask Liners, and Tubing). Additionally, the replacement parts are limited to the following: Filters, Power Cords, Humidifier water chamber, and Secured Digital (SD) Cards). These associated accessories and replacement parts are considered for award only for PAP device model(s) offered and awarded. If applicable, associated accessories and replacement parts shall be compatible with offered and

awarded PAP device model(s). There will be no award for Sub-Line Items unless the contractor is awarded one or more corresponding CLINs for PAP device model(s).

***Please Note: An award for a PAP device(s) IS NOT required in order to be considered for award for Mask Liners.** Please see Attachment D for Minimum Technical Requirements for Mask Liners.

Unit prices for awarded associated accessories/replacement parts will remain in effect for the respective contract base year or option periods, if exercised, without an increase. Evaluation of options and award of option year unit pricing shall not obligate the Government to exercise any option(s) period.

(h) Customer User Fee (CUF): **DO NOT** include the CUF in the prices submitted in your proposal. A 7.5% CUF will be added, by the Contracting Officer to the agreed upon price, if awarded.

(i) Contract Price: Offerors Price + Customer User Fee (7.5% of Offerors Unit Price) = Contract Price.

(j) Commercial Packaging: Items supplied under the contract shall be individually commercially packaged in a manner which insures arrival at destination in a satisfactory condition (not damaged due to packaging failures during normal handling) for further redistribution to individual users. Packaging shall not include cross-selling literature for other products, which have not been specifically awarded.

(k) Electronic File Naming Convention/Text File Requirement: Electronic file naming conventions are critical to streamlining and simplifying the electronic file naming procedures for both the DLC and VAMCs. Electronic file naming procedures will allow the DLC and VAMCs to browse and locate PAP devices, associated accessories, and replacement parts in minimal time and effort.

Contractors awarded a contract resulting from this solicitation shall submit their product data to the CSAS/DLC in a data file (Please see Attachment I “Data Text File”).

Contractors shall use the abbreviations in Attachment H “Naming Convention Format” to formulate the naming convention that is required by the CSAS/DLC in Attachment I.

(l) Items Included with PAP Device: Each PAP device offered and supplied under the contract (s) shall include typical items customarily included with new sales to the general public, and at a minimum include, Case, Tubing, Filters, Power Cord, SD Cards, Instructions.

(m) Minimum Technical Requirements and Functions: The minimum technical requirements and functions for each CLIN item are listed in attachment D.

DESCRIPTION

See Solicitation’s Attachment D in support of the schedule of item’s Minimum Technical Requirements for the following items. Also, see attachment F for Pre-approved products for each PAP CLIN and for pre-approve associated accessories/replacement parts:

PAP DEVICES

- CLIN 0001: Auto-Titrating Continuous Positive Airway Pressure (APAP) Device;

- CLIN 0002: Adaptive Servo-Ventilation (ASV) Device;
- CLIN 0003: Bi-level Positive Airway Pressure (BPAP) Device;
- CLIN 0004: Volume Assured Pressure Support (VAPS) Device.

ASSOCIATED ACCESSORIES

- Tubing
- Mask Liners
- Filters
- Facial Interfaces

REPLACEMENT PARTS

- Filters
- Power Cords
- Humidifier Water Chamber
- SD Cards

B.5 MINIMUM WARRANTY REQUIREMENTS

The warranty requirements listed in the minimum technical requirement (See attachment D) are considered minimum, unless otherwise stated. If the manufacture's/vendor's standard warranty exceeds the specified warranty, the manufacturer's standard warranty will apply.

B.6 COMMERCIAL WARRANTY

CLIN/Model/Brand	COMMERCIAL WARRANTY AVAILABLE FOR EACH PAP CLIN/MODEL/BRAND OFFERED
1	
2	
3	
4	
(Add as needed for offered products)	

B.7 CONTRACT USERS

VA CSAS (or duly appointed ordering officers at the DLC) and VA Medical Centers will place Orders directly with the Contractor. The Contractor shall provide the products specified in the schedule at the prices awarded herein and under the terms and conditions set forth in the contract upon receipt of a delivery order.

B.8 ORDERING INFORMATION

- (a) VA CSAS (or duly appointed ordering officers at the DLC) and VA Medical Centers will place Orders directly with the Contractor. Delivery orders will include the specific item description, item quantities and product number contained in the contract. Delivery orders will also provide delivery information and invoicing instructions, and any other special instructions in accordance with the terms conditions of the contract.
- (b) For purchases made under this contract by the VA CSAS (or by duly appointed ordering officers at the DLC), the amount of the CUF as described in Section B.16 will be deducted from the invoice at time of payment.
- (c) Upon a receipt of delivery order from the VA CSAS, the Contractor shall fulfill the order and ship the items to the address noted in Section B.15. Delivery is F.o.b. destination.
- (d) Any VA Medical Center, **except** the VA CSAS (or duly appointed ordering officers at the DLC), utilizing the pricing terms of this contract shall be charged the full contract price, which includes the CUF as described in Section B.16. For orders received from VA Medical Centers the Contractor shall fulfill the Order and ship the items to the VA facility address noted on the Delivery Order.
- (e) Please see Section B.16 for Report of Sales for sales to ordering activities, excluding sales to VA CSAS/DLC.
- (f) Offerors will receive orders via Computer-to-Computer Electronic Data Interchange (EDI) or via FAX.
1. **EDI.** The Offeror must indicate the name, address, and telephone number of the representative to be contacted regarding establishment of an EDI interface. The Contractor must confirm receipt of delivery orders from VA CSAS (or duly appointed ordering officers at the DLC).

NAME: _____

ADDRESS: _____

TELEPHONE: _____

FAX: _____

EMAIL ADDRESS: _____

2. **Facsimile Transmission.** Indicate the telephone number(s) and point of contact where orders should be forwarded. The Contractor must confirm receipt of delivery orders from VA CSAS (or duly appointed

ordering officers at the DLC) via e-mail or fax within two (2) business days.

NAME: _____

ADDRESS: _____

TELEPHONE: _____

FAX: _____

EMAIL ADDRESS: _____

B.9 PAP DEVICE/ASSOCIATED ACCESSORIES SELECTION (FAIR OPPORTUNITY PROCESS)

Sleep Clinicians will determine which medical device is best suited for each patient based on an assessment taking into consideration the specific features and communication modality of the platforms, clinical needs of the patients, and price of the products. Clinicians will submit requests for specific devices for a specific Veteran patient through the DLC's Remote Order Entry System (ROES). DLC's inventory totals of PAP devices and associated accessories are adjusted according to orders placed in ROES by clinicians from individual VAMCs in the U.S and outlying territories.

B.10 CONTRACT ADMINISTRATION DATA

(a) The Contractor shall contact the Contracting Officer on all matters pertaining to administration. Only the Contracting Officer is authorized to make commitments or issue changes that will affect the price, quantity, delivery or terms of the contract. The Contractor shall designate a person to serve as the contract administrator for the contract. The contract administrator is responsible for overall compliance with contract terms and conditions. The Contractor's designation of representatives to handle certain functions under this contract does not relieve the contract administrator of responsibility for contract compliance. Any changes to the designated individual must be provided to the Contracting Officer, in writing, with the proposed effective date of the change. The following individuals will handle all contract administration issues:

(b) Contractor: Contractor **Must Maintain a Current Letter** designating primary or primary/alternate point of contact(s) with contractual authority to be contacted for prompt contract administration. Designation should be on company letterhead with the following information:

NAME: _____

ADDRESS: _____

TELEPHONE: _____

FAX: _____

EMAIL ADDRESS: _____

(c) Government Agency:

Department of Veterans Affairs/National Acquisition Center Commodities and Services Acquisition Service
Mail and Parcel Address: PO Box 25166, Denver, Colorado 80225-0166
Overnight and Common Carrier: 555 Corporate Circle, Golden, CO 80401
Primary: Miguel Vasquez, Contracting Officer, Phone No: 303-273-6219 E-mail Address: miguel.vasquez@va.gov
Secondary: Jenna Pfenninger, Contract Specialist Phone No: (303) 273-6219 E-mail Address: jenna.pfenninger@va.gov

B.11

CONTRACTOR REMITTANCE ADDRESS:

All payments by the Government to the contractor will be made in accordance with:

- ☒ 52.232-34, Payment by Electronic Funds Transfer -
Other than Central Contractor Registration, or
☐ 52.232-36, Payment by Third Party

B.12 INVOICES

(a) Invoices shall be submitted in arrears as supplies are ordered:

- Quarterly ☐
Semi-Annually ☐
Other ☒ (Per Delivery Order)

(b) Invoices must match any partial orders shipped

(c) Invoices for payment shall be in accordance with FAR 52.212-4(g)

(d) **GOVERNMENT INVOICE ADDRESS:** All invoices from the contractor shall be sent in accordance with VAAR Clause 852.232-72 Electronic Submission of Payment Requests (NOV 2012).

B.13 INVOICING/ELECTRONIC COMMERCE SYSTEMS

The contractor shall comply with VA Acquisition Regulation (VAAR) 852.232-72, Electronic Submission of Payment Requests, and the following business processes regarding invoices for delivery of Positive Air Way Pressure devices and associated accessories/replacement parts. Invoices submitted for payment shall be in accordance with FAR 52.212-4(g) and shall be submitted in arrears as supplies are ordered.

(a) Vendor Electronic Invoice Submission Methods:

Fax, email and scanned documents are not acceptable forms of submission for payment requests. Electronic form means an automated system transmitting information electronically according to the accepted data transmissions below.

- (1) VA's Electronic invoice presentment and payment system-The FSC uses a third-party contractor, Tungsten, to transition vendors from paper to electronic invoice submission. Please go to this website: <http://www.tungsten-network.com/US/en/veterans-affairs/> to begin submitting electronic invoices, for free.
- (2) A system that conforms to the X12 electronic data interchange (EDI) formats established by the Accredited Standards Center (ASC) chartered by the American National Standards Institute (ANSI).
- (3) A system that conforms to the X12 electronic data interchange (EDI) formats established by the Accredited Standards Center (ASC) chartered by the American National Standards Institute (ANSI).

(b) Vendor e-invoice Set-up information:

Please contact Tungsten at the phone number or email address listed below to begin submitting your electronic invoices to the VA Financial Services Center in Austin, TX for payment processing, free of charge. If you have questions about the e-invoicing program or Tungsten, please contact the FSC at the phone number or email address listed below.

- (1) Tungsten e-Invoice setup information: 1-877-489-6135
- (2) Tungsten e-Invoice email: VA.Registration@Tungsten-Network.com
- (3) FSC e-Invoice contact information: 1-877-353-9791
- (4) FSC e-Invoice email: vafscshd@va.gov
- (5) FSC e-invoice email: vafscshd@va.gov
- (6) <http://www.fsc.va.gov/einvoice.asp>

B.14 SHIPPING REQUIREMENTS

(a) The shipping container shall be clearly marked to indicate the following:

- (1) Name and complete address of the contractor.
- (2) Government Delivery Order Number.

(b) A packing list, which includes the description of material shipped, including name of item, item number, quantity, number of containers, and package number (if any).

(c) If more than one order is shipped per container, each order shall be packaged in a separate container or package and must contain an individual packing list, as specified above, for that order.

B.15 DELIVERY INFORMATION

(a) Delivery schedule specified on delivery orders issued against resultant contract is the date material is due, not the shipping date. Orders may be shipped early in order to ensure delivery prior to the due-in date. Refer to C.6 for delivery time frames.

(b) **ALL Delivery is F.O.B. destination.** Delivery location will be specified on delivery orders placed against the contract.

(c) Partial deliveries are authorized; however, the complete order is due within the agreed contract delivery period. Any items not received within the agreed period will be considered delinquent.

(d) Deliveries to VA Service and Distribution Center (SDC) can be made to the following address:

Shipping Addresses

Department of Veterans Administration, Service and Distribution Center: 1st Ave; One Block North of 22nd Cermak, Building 37 Hines, IL 60141.

(e) Urgent Delivery. When the contract delivery schedule does not meet the urgent delivery requirements, the VA CSAS may contact the Contractor for the purpose of obtaining accelerated delivery. The Contractor shall reply to the inquiry within one (1) workday after receipt. (The Contractor, in writing, shall confirm telephonic replies.) If the Contractor agrees to accelerate the delivery, shipping charges will become the responsibility of the ordering facility. This does not apply if the Contractor is accelerating the shipping in order to meet the contract delivery time frame.

B.16 CONTRACTOR'S REPORT OF SALES AND CUSTOMER USER FEE

1. Contractor's Report of Sales

(a) The Contractor must furnish quarterly, by Contract Line Item and agency, the dollar value (in U.S. dollars and rounded to the nearest whole dollar) of all sales (except sales to the CSAS/DLC under contract during the preceding 3-month quarter, to include any partial quarters/months. Quarters are defined according to the Government's fiscal year.

Quarter reporting periods are defined under this contract to be:

Quarter 1 - October to December;
Quarter 2 - January to March;
Quarter 3 - April to June;
Quarter 4 - July to September.

The dollar value of a sale is the price paid by the user for products on a contract delivery order, as recorded by the Contractor. The reported contract sales value must include the customer user fee (see paragraph 2 below).

(b) The Contractor's Report of Sales is due in the office specified below 30 days following the completion of the quarterly reporting period. The Contractor must provide a closeout report within 90 days after the

expiration date of the contract. The closeout report must cover all sales not shown in the final quarterly report and reconcile all errors and credits. If the Contractor reported all contract sales and reconciled all errors and credits on the final quarterly report, then show zero sales in the closeout report.

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

(d) Two copies of the Contractor Report of Sales shall be submitted to the Government.

One copy shall be submitted to the VA Fiscal Office at either of the following address:

MAIL AND PARCEL POST

Department of Veteran Affairs, National Acquisition Center Commodities and Services Acquisition services (001AL-M1C/003A1B2), Finance Division PO Box 25166 Denver, CO 80228-0166.

OVERNIGHT AND COMMON CARRIER

Department of Veterans Affairs, National Acquisition Center Commodities and Services Acquisition services, 555 Corporate Circle Golden, CO 80401-5621.

The second copy of the report shall also be sent to the Contracting Officer at:

Acquisition Division (003A4D1)

Attn: Contracting Officer

Contract No: _____

Department of Veterans Affairs

National Acquisition Center Commodities and Services Acquisition Services

555 Corporate Circle

Golden, CO 80401-5621

2. Customer User Fee

(a) The Customer User Fee (CUF) will be included in the award price(s) and is reflected in the total amount charged to ordering activities. In other words, ordering activities will be charged the CLIN Net Price. The CUF is a 7.5% charge added to the CLIN Unit Price, which results in a CLIN Net Price. The Contractor must pay the Department of Veterans Affairs the CUF, in U.S. dollars, at the end of each contract quarter. The Contractor must remit the CUF at the same time the Contractor's Report of Sales is submitted as noted above. The remitted CUF equates to 7.5% of the total sales of items at the CLIN Net Price on the Contractor's Report of Sales.

(b) Any ordering activity, **except CSAS**, utilizing the pricing terms of this contract shall be charged the full awarded CLIN Net Price, which includes the CUF. **For purchases made under this contract by the CSAS/DLC, the amount of CUF will be shown as a 7.5% discount deducted at the time each order is placed. The Contractor will not report these sales on the quarterly report of sales nor remit the CUF for these purchases.**

(c) The CUF amount due must be paid by check to the VA. If the payment invoice involves multiple numbers or contracts, the Contractor may consolidate the CUFs into one payment. To ensure that the payment is credited properly, the Contractor should identify the check as a “Customer User Fee” and include the following information: contract number(s); report amount(s); and report period(s). The Contractor shall provide this information on the check, check stub, or remittance material, and forward the check to the following address:

MAIL AND PARCEL POST

Department of Veteran Affairs, National Acquisition Center Commodities and Services Acquisition services (001AL-M1C/003A1B2), Finance Division PO Box 25166 Denver, CO 80228-0166.

OVERNIGHT AND COMMON CARRIER

Department of Veterans Affairs, National Acquisition Center Commodities and Services Acquisition services, 555 Corporate Circle Golden, CO 80401-5621.

(d) If the full amount of the CUF is not paid within 30 calendar days after the end of the applicable reporting period, it shall constitute a contract debt to the United States Government under the terms of FAR 32.6. The Government may exercise all rights under the Debt Collection Act of 1982, including withholding or setting off payments and interest on the debt (See FAR 52.232-17, Interest).

(e) Failure to submit Contractor's Reports of Sales, falsification of Contractor's Reports of Sales, and/or failure to pay the CUF in a timely manner may result in termination or cancellation of this contract. Willful failure or refusal to make timely payment of the CUF may be cause for Government contractual remedies under FAR 52.212-4 Contract Terms and Conditions – Commercial Items.

B.17 GUARANTEED MINIMUM

The minimum amount of supplies that the Government agrees to order per contract is \$4,000.00. If option periods are exercised, the contract will be deemed to be extended by the terms of the option and there will be no change to the stated guaranteed minimum. The Government may fulfill the guarantee by a single delivery order or by any number of delivery orders.

B.18 CONTRACT CEILING AMOUNT

A contract maximum shall be established by the Government for each resulting individual contract through analysis of available information that may include analysis of previous sales, commercial sales, or other methods. This single maximum contract limitation shall apply for the life of the contract, including the base year and all option years, if exercised. However, no single contract maximum shall exceed the estimated value of \$5 billion.

B.19 CUSTOMER SERVICE INFORMATION

Offeror must provide the name, telephone number and e-mail address of individuals that can be contacted for product information.

POINT OF CONTACT FOR CUSTOMER SERVICE / PRODUCT SUPPORT

NAME: _____

ADDRESS: _____

TELEPHONE: _____

FAX: _____

EMAIL ADDRESS: _____

B.20 PROCEDURES FOR REPORTING DISCREPANCIES AND SERIAL NUMBER CHANGES TO CSAS

(a) PAP Devices Returned for Credits by VA Clinics. If a cancellation of a PAP device order is processed by the CSAS and the contractor does not receive the device(s) from the VA clinic, the contractor shall notify the CSAS Finance Division. This will prevent the issuance of an “auto credit” by the CSAS. If and when the device(s) are received a credit memo will be created by the contractor and sent to the CSAS Finance Division for processing. The point of contact is Linda Hofferica, Senior Accountant (phone number 303-273-6233 or email linda.hofferica@va.gov. Do not report cancels created by the DLC due to no invoice. Notification shall be submitted in the following format, only.

Purchase Order #	Serial Number	Model	Clinic
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(b) PAP devices Returned Not Cancelled by CSAS - If a device(s) is returned by a VA clinic to the contractor, but the contractor does not receive a cancellation of the order from CSAS/DLC, the contractor shall notify the CSAS/DLC Veterans Service Division. The point of contact is Veteran Services Division, Customer Service Section (phone number 303-215-5245). Notifications should be submitted using the following format, only.

Purchase Order #	Serial Number	Model	Clinic
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(c) The above-mentioned notifications are to be submitted, via email, to the individuals identified above on the 1st of the month. Negative notifications are required when there are no actions to report. Non-compliance with the above reporting/notification requirements are considered a performance issue.

B.21 RETURN MERCHANDISE AUTHORIZATION (RMA)

For products delivered and found to have defects, the VA will contact the contractor to discuss warranty applicability. If it is determined that warranty replacement is authorized, an RMA number shall be issued by the contractor. Contractors shall utilize the following CSAS/DLC RMA procedures for all products that require replacement within the warranty. All RMA returns that are delivered to the DLC without an RMA number displayed on the outside of the return carton will be returned to the contractor.

- (a) The contractor shall have a single customer service email contact point for all Return Merchandise Authorization (RMA) activities.
- (b) The contractor shall confirm receipt of RMA items within 24 hours.
- (c) The contractor shall use the CSAS standardized form for RMA notifications (See Attachment G).
- (d) The contractor shall replace all defective RMA items with a new replacement item. This item shall be the exact size, type and model of the defective RMA item that is returned to the contractor. Repaired items will be accepted if they are reconfigured into a “like new” condition with regards to sanitation, functionality and appearance.
- (e) The contractor shall use a standardized sticker to clearly identify all RMA shipments coming to the CSAS/DLC. The sticker shall be approximately 4 x 4 inches and say “RMA” in bold letters. RMA stickers are to be affixed by the contractor for all RMA return shipments from the contractor to the VA DLC.
- (f) The contractor shall ensure that all serialized barcode labels for the RMA items are on the inside and outside of the RMA carton. The serialized barcodes for the defective RMA items shall be clearly identified along with the serialized barcodes for the replacement RMA items.

B.22 PRODUCT RECALLS

(a) If any product awarded under this solicitation requires correction¹, is removed², modified² or recalled³ by the contractor or manufacturer due to defects in the product or potential dangers to patients, or if any required correction, removal or recall is suggested or mandated by a regulatory or official agency, the following steps will immediately be taken by the contractor:

1. Notify the following offices and points of contact:

- (i) Contracting Officer’s Representative and Contracting Officer, in writing, by the most expeditious manner possible.
- (ii) Manager, Product Recall Office, National Center for Patient Safety (NCPS), Veterans Health Administration, 24 Frank Lloyd Wright Drive, Lobby M, Ann Arbor, MI 48106, in writing, by the most expeditious manner possible.
- (iii) Biomedical Engineer, Center for Engineering & Occupational Safety and Health (CEOSH) (138F), Veterans Health Administration, 1 Jefferson Barracks Rd. Bldg. 65, St. Louis, MO 63125, in writing, by the most expeditious manner possible.

2. The following information shall be provided in each individual notification that is forwarded to all above offices and points of contact:

- (i) Complete item description and/or identification, delivery order numbers from customers, and the contract number assigned as a result of an award on this solicitation.
- (ii) Reasons for modification, corrections, removal, or recall.

(iii) Proposed offers for return for credit, replacement, or corrective action shall be forwarded to the facility POC and Contracting Officer, for consideration by the Government.

3. The following additional information shall be provided, in writing, to the above points of contact at the National Center for Patient Safety (NCPS) and the Center for Engineering & Occupational Safety and Health (CEOSH) regarding each individual notification that is forwarded to all above offices and points of contact:

(i) National summary detailing the status of the actions being taken by the contractor or manufacturer regarding the product correction, removal, or recall.

(ii) Confirmation that all affected products were corrected, removed, or recalled and all expected actions were completed.

¹A correction, as defined by FDA, means repair, modification, adjustment, relabeling, destruction, or inspection (including patient monitoring) of a product without its physical removal to some other location.

²A removal, as defined by FDA, means the physical removal of a device from its point of use to some other location for repair, modification, adjustment, relabeling, destruction, or inspection.

³A recall, as defined by FDA, means a firm's removal or correction of a marketed product that the FDA considers to be in violation of the laws it administers and against which the agency would initiate legal action (e.g., seizure).

SECTION C - CONTRACT CLAUSES

C.1 52.212-4 CONTRACT TERMS AND CONDITIONS—COMMERCIAL ITEMS (JAN 2017)

(a) *Inspection/Acceptance.* The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. If repair/replacement or reperformance will not correct the defects or is not possible, the Government may seek an equitable price reduction or adequate consideration for acceptance of nonconforming supplies or services. The Government must exercise its post-acceptance rights—

- (1) Within a reasonable time after the defect was discovered or should have been discovered; and
- (2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(b) *Assignment.* The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act ([31 U.S.C. 3727](#)). However, when a third party makes payment (e.g., use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(c) *Changes.* Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) *Disputes*. This contract is subject to [41 U.S.C. chapter 71](#), Contract Disputes. Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR [52.233-1](#), Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) *Definitions*. The clause at FAR [52.202-1](#), Definitions, is incorporated herein by reference.

(f) *Excusable delays*. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) *Invoice*.

(1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include—

- (i) Name and address of the Contractor;
- (ii) Invoice date and number;
- (iii) Contract number, line item number and, if applicable, the order number;
- (iv) Description, quantity, unit of measure, unit and extended price of the items delivered;
- (v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;
- (vi) Terms of any discount for prompt payment offered;
- (vii) Name and address of official to whom payment is to be sent;
- (viii) Name, title, and phone number of person to notify in event of defective invoice; and
- (ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

(x) *Electronic funds transfer (EFT) banking information*.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., [52.232-33](#), Payment by Electronic Funds Transfer—System for Award Management, or [52.232-34](#), Payment by Electronic Funds Transfer—Other Than System for Award Management), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(2) Invoices will be handled in accordance with the Prompt Payment Act ([31 U.S.C. 3903](#)) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR Part 1315.

(h) *Patent indemnity*. The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) *Payment*.—

(1) *Items accepted*. Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract.

(2) *Prompt payment.* The Government will make payment in accordance with the Prompt Payment Act ([31 U.S.C. 3903](#)) and prompt payment regulations at 5 CFR Part 1315.

(3) *Electronic Funds Transfer (EFT).* If the Government makes payment by EFT, see [52.212-5\(b\)](#) for the appropriate EFT clause.

(4) *Discount.* In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(5) *Overpayments.* If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall—

(i) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the—

(A) Circumstances of the overpayment (e.g., duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);

(B) Affected contract number and delivery order number, if applicable;

(C) Affected line item or subline item, if applicable; and

(D) Contractor point of contact.

(ii) Provide a copy of the remittance and supporting documentation to the Contracting Officer.

(6) *Interest.*

(i) All amounts that become payable by the Contractor to the Government under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in [41 U.S.C. 7109](#), which is applicable to the period in which the amount becomes due, as provided in (i)(6)(v) of this clause, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid.

(ii) The Government may issue a demand for payment to the Contractor upon finding a debt is due under the contract.

(iii) *Final decisions.* The Contracting Officer will issue a final decision as required by [33.211](#) if—

(A) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt within 30 days;

(B) The Contractor fails to liquidate a debt previously demanded by the Contracting Officer within the timeline specified in the demand for payment unless the amounts were not repaid because the Contractor has requested an installment payment agreement; or

(C) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer (see [32.607-2](#)).

(iv) If a demand for payment was previously issued for the debt, the demand for payment included in the final decision shall identify the same due date as the original demand for payment.

(v) Amounts shall be due at the earliest of the following dates:

(A) The date fixed under this contract.

(B) The date of the first written demand for payment, including any demand for payment resulting from a default termination.

(vi) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on—

(A) The date on which the designated office receives payment from the Contractor;

(B) The date of issuance of a Government check to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or

(C) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.

(vii) The interest charge made under this clause may be reduced under the procedures prescribed in [32.608-2](#) of the Federal Acquisition Regulation in effect on the date of this contract.

(j) *Risk of loss.* Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) *Taxes.* The contract price includes all applicable Federal, State, and local taxes and duties.

(l) *Termination for the Government's convenience.* The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) *Termination for cause.* The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) *Title.* Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) *Warranty.* The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) *Limitation of liability.* Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) *Other compliances.* The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) *Compliance with laws unique to Government contracts.* The Contractor agrees to comply with [31 U.S.C. 1352](#) relating to limitations on the use of appropriated funds to influence certain Federal contracts; [18 U.S.C. 431](#) relating to officials not to benefit; [40 U.S.C. chapter 37](#), Contract Work Hours and Safety Standards; [41 U.S.C. chapter 87](#), Kickbacks; [41 U.S.C. 4712](#) and [10 U.S.C. 2409](#) relating to whistleblower protections; [49 U.S.C. 40118](#), Fly American; and [41 U.S.C. chapter 21](#) relating to procurement integrity.

(s) *Order of precedence.* Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:

(1) The schedule of supplies/services.

(2) The Assignments, Disputes, Payments, Invoice, Other Compliances, Compliance with Laws Unique to Government Contracts, and Unauthorized Obligations paragraphs of this clause;

(3) The clause at [52.212-5](#).

(4) Addenda to this solicitation or contract, including any license agreements for computer software.

(5) Solicitation provisions if this is a solicitation.

(6) Other paragraphs of this clause.

(7) The [Standard Form 1449](#).

(8) Other documents, exhibits, and attachments.

(9) The specification.

(t) System for Award Management (SAM).

(1) Unless exempted by an addendum to this contract, the Contractor is responsible during performance and through final payment of any contract for the accuracy and completeness of the data within the SAM database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the SAM database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the SAM database to ensure it is current, accurate and complete. Updating information in the SAM does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(2)(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in FAR [subpart 42.12](#), the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the SAM database; (B) comply with the requirements of [subpart 42.12](#); and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (t)(2)(i) of this clause, or fails to perform the agreement at paragraph (t)(2)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the SAM information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(3) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the SAM record to reflect an assignee for the purpose of assignment of claims (see [subpart 32.8](#), Assignment of Claims). Assignees shall be separately registered in the SAM database. Information provided to the Contractor's SAM record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(4) Offerors and Contractors may obtain information on registration and annual confirmation requirements via SAM accessed through <https://www.acquisition.gov>.

(u) Unauthorized Obligations

(1) Except as stated in paragraph (u)(2) of this clause, when any supply or service acquired under this contract is subject to any End User License Agreement (EULA), Terms of Service (TOS), or similar legal instrument or agreement, that includes any clause requiring the Government to indemnify the Contractor or any person or entity for damages, costs, fees, or any other loss or liability that would create an Anti-Deficiency Act violation (31 U.S.C. 1341), the following shall govern:

(i) Any such clause is unenforceable against the Government.

(ii) Neither the Government nor any Government authorized end user shall be deemed to have agreed to such clause by virtue of it appearing in the EULA, TOS, or similar legal instrument or agreement. If the EULA, TOS, or similar legal instrument or agreement is invoked through an "I agree" click box or other comparable mechanism (e.g., "click-wrap" or "browse-wrap" agreements), execution does not bind the Government or any Government authorized end user to such clause.

(iii) Any such clause is deemed to be stricken from the EULA, TOS, or similar legal instrument or agreement.

(2) Paragraph (u)(1) of this clause does not apply to indemnification by the Government that is expressly authorized by statute and specifically authorized under applicable agency regulations and procedures.

(v) Incorporation by reference. The Contractor's representations and certifications, including those completed electronically via the System for Award Management (SAM), are incorporated by reference into the contract.

(End of clause)

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

C.2 52.212-4 (p) (TAILORED) LIMITATION OF LIABILITY

Limitation of liability. Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government in a breach of warranty action for consequential damages resulting from any defect or deficiencies in accepted items.

C.3 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

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

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

(End of Clause)

<u>FAR NUMBER</u>	<u>TITLE</u>	<u>DATE</u>
52.203-17	CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLBLOWER RIGHTS	APR 2014
52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON POSTCONSUMER FIBER CONTENT PAPER	MAY 2011
52.204-18	COMMERCIAL AND GOVERNMENT ENTITY CODE MAINTENANCE	JUL 2016
52.232-40	PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS	DEC 2013

52.242-13	BANKRUPTCY	JUL 1995
52.247-34	F.o.b-DESTINATION	NOV 1991
852-246-71	INSPECTION	JAN 2008

C.4 SUBCONTRACTING PLAN - MONITORING AND COMPLIANCE (JUN 2011)

This solicitation includes FAR 52.219-9, Small Business Subcontracting Plan, and VAAR 852.219-9, VA Small Business Subcontracting Plan Minimum Requirement. Accordingly, any contract resulting from this solicitation will include these clauses. The contractor is advised in performing contract administration functions, the CO may use the services of a support contractor(s) to assist in assessing the contractor's compliance with the plan, including reviewing the contractor's accomplishments in achieving the subcontracting goals in the plan. To that end, the support contractor(s) may require access to the contractor's business records or other proprietary data to review such business records regarding the contractor's compliance with this requirement. All support contractors conducting this review on behalf of VA will be required to sign an "Information Protection and Non-Disclosure and Disclosure of Conflicts of Interest Agreement" to ensure the contractor's business records or other proprietary data reviewed or obtained in the course of assisting the CO in assessing the contractor for compliance are protected to ensure information or data is not improperly disclosed or other impropriety occurs. Furthermore, if VA determines any services the support contractor(s) will perform in assessing compliance are advisory and assistance services as defined in FAR 2.101, Definitions, the support contractor(s) must also enter into an agreement with the contractor to protect proprietary information as required by FAR 9.505-4, obtaining access to proprietary information, paragraph (b). The contractor is required to cooperate fully and make available any records as may be required to enable the CO to assess the contractor compliance with the subcontracting plan.

(End of Clause)

C.5 52.211-9 - (TAILORED) DESIRED AND REQUIRED TIME OF DELIVERY (JUNE 1997)

(a) The Government desires delivery to be made according to the following schedule:

DESIRED DELIVERY SCHEDULE		
Within (15) Calendar Days after Receipt of Order		
ITEM NO.	QUANTITY	WITHIN DAYS AFTER DATE OF CONTRACT
ALL	ALL	Within (15) Calendar Days after Receipt of Order

If the offeror is unable to meet the desired delivery schedule, it may, without prejudicing evaluation of its offer, propose a delivery schedule below. However, the offeror's proposed delivery schedule must not extend the delivery period beyond the time for delivery in the Government's required delivery schedule as follows:

REQUIRED DELIVERY SCHEDULE		
Within (30) Calendar Days after Receipt of Order		
ITEM NO.	QUANTITY	WITHIN DAYS AFTER DATE OF CONTRACT
ALL	ALL	Within (30) Calendar Days after Receipt of Order

Offers that propose delivery of a quantity under such terms or conditions that delivery will not clearly fall within the applicable required delivery period specified above, will be considered nonresponsive and rejected. If the offeror proposes no other delivery schedule, the desired delivery schedule above will apply.

OFFEROR'S PROPOSED DELIVERY SCHEDULE		
ITEM NO.	QUANTITY	WITHIN DAYS AFTER DATE OF CONTRACT

(End of clause)

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 Contract Award through Contract Expiration.

(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 52.216-19 ORDER LIMITATIONS (OCT 1995)

(a) *Minimum order.* When the Government requires supplies or services covered by this contract in an amount of less than \$100, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

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

- (1) Any order for a single item in excess of \$500,000.00;
- (2) Any order for a combination of items in excess of \$500,000.00; or
- (3) A series of orders from the same ordering office within 5 days that together call for quantities exceeding the limitation in paragraph (b)(1) or (2) of this section.

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

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within five (5) calendar days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of Clause)

C.8 52.216-22 INDEFINITE QUANTITY (OCT 1995)

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

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

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

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

(End of Clause)

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

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

60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

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

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

(End of Clause)

C.10 52.225-5 TRADE AGREEMENTS (OCT 2016)

(a) Definitions. As used in this clause—

“Caribbean Basin country end product”—

(1) Means an article that—

(i)(A) Is wholly the growth, product, or manufacture of a Caribbean Basin country; or

(B) In the case of an article that consists in whole or in part of materials from another country, has been substantially transformed in a Caribbean Basin country into a new and different article of commerce with a name, character, or use distinct from that of the article or articles from which it was transformed; and

(ii) Is not excluded from duty-free treatment for Caribbean countries under [19 U.S.C. 2703\(b\)](#).

(A) For this reason, the following articles are not Caribbean Basin country end products:

(1) Tuna, prepared or preserved in any manner in airtight containers;

(2) Petroleum, or any product derived from petroleum;

(3) Watches and watch parts (including cases, bracelets, and straps) of whatever type including, but not limited to, mechanical, quartz digital, or quartz analog, if such watches or watch parts contain any material that is the product of any country to which the Harmonized Tariff Schedule of the United States (HTSUS) column 2 rates of duty apply (i.e., Afghanistan, Cuba, Laos, North Korea, and Vietnam); and

(4) Certain of the following: textiles and apparel articles; footwear, handbags, luggage, flat goods, work gloves, and leather wearing apparel; or handloomed, handmade, and folklore articles;

(B) Access to the HTSUS to determine duty-free status of articles of these types is available at <http://www.usitc.gov/tata/hts/>. In particular, see the following:

(1) General Note 3(c), Products Eligible for Special Tariff treatment.

(2) General Note 17, Products of Countries Designated as Beneficiary Countries under the United States-Caribbean Basin Trade Partnership Act of 2000.

(3) Section XXII, Chapter 98, Subchapter II, Articles Exported and Returned, Advanced or Improved Abroad, U.S. Note 7(b).

(4) Section XXII, Chapter 98, Subchapter XX, Goods Eligible for Special Tariff Benefits under the United States-Caribbean Basin Trade Partnership Act; and

(2) Refers to a product offered for purchase under a supply contract, but for purposes of calculating the value of the acquisition, includes services (except transportation services) incidental to the article, provided that the value of those incidental services does not exceed that of the article itself.

“Designated country” means any of the following countries:

(1) A World Trade Organization Government Procurement Agreement (WTO GPA) country (Armenia, Aruba, Austria, Belgium, Bulgaria, Canada, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hong Kong, Hungary, Iceland, Ireland, Israel, Italy, Japan, Korea (Republic of), Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Moldova, Montenegro, Netherlands, New Zealand, Norway, Poland, Portugal, Romania, Singapore, Slovak Republic, Slovenia, Spain, Sweden, Switzerland, Taiwan (known in the World Trade Organization as “the Separate Customs Territory of Taiwan, Penghu, Kinmen and Matsu (Chinese Taipei)”), Ukraine, or United Kingdom);

(2) A Free Trade Agreement (FTA) country (Australia, Bahrain, Canada, Chile, Colombia, Costa Rica, Dominican Republic, El Salvador, Guatemala, Honduras, Korea (Republic of), Mexico, Morocco, Nicaragua, Oman, Panama, Peru, or Singapore);

(3) A least developed country (Afghanistan, Angola, Bangladesh, Benin, Bhutan, Burkina Faso, Burundi, Cambodia, Central African Republic, Chad, Comoros, Democratic Republic of Congo, Djibouti, Equatorial Guinea, Eritrea, Ethiopia, Gambia, Guinea, Guinea-Bissau, Haiti, Kiribati, Laos, Lesotho, Liberia, Madagascar, Malawi, Mali, Mauritania, Mozambique, Nepal, Niger, Rwanda, Samoa, Sao Tome and Principe, Senegal, Sierra Leone, Solomon Islands, Somalia, South Sudan, Tanzania, Timor-Leste, Togo, Tuvalu, Uganda, Vanuatu, Yemen, or Zambia); or

(4) A Caribbean Basin country (Antigua and Barbuda, Aruba, Bahamas, Barbados, Belize, Bonaire, British Virgin Islands, Curacao, Dominica, Grenada, Guyana, Haiti, Jamaica, Montserrat, Saba, St. Kitts and Nevis, St. Lucia, St. Vincent and the Grenadines, Sint Eustatius, Sint Maarten, or Trinidad and Tobago).

“Designated country end product” means a WTO GPA country end product, an FTA country end product, a least developed country end product, or a Caribbean Basin country end product.

“End product” means those articles, materials, and supplies to be acquired under the contract for public use.

“Free Trade Agreement country end product” means an article that—

(1) Is wholly the growth, product, or manufacture of a Free Trade Agreement (FTA) country; or

(2) In the case of an article that consists in whole or in part of materials from another country, has been substantially transformed in an FTA country into a new and different article of commerce with a name, character, or use distinct from that of the article or articles from which it was transformed. The term refers to a product offered for purchase under a supply contract, but for purposes of calculating the value of the end product includes services (except transportation services) incidental to the article, provided that the value of those incidental services does not exceed that of the article itself.

“Least developed country end product” means an article that—

(1) Is wholly the growth, product, or manufacture of a least developed country; or

(2) In the case of an article that consists in whole or in part of materials from another country, has been substantially transformed in a least developed country into a new and different article of commerce with a name, character, or use distinct from that of the article or articles from which it was transformed. The term refers to a product offered for purchase under a supply contract, but for purposes of calculating the value of the end product, includes services (except transportation services) incidental to the article, provided that the value of those incidental services does not exceed that of the article itself. “United States” means the 50 States, the District of Columbia, and outlying areas.

“U.S.-made end product” means an article that is mined, produced, or manufactured in the United States or that is substantially transformed in the United States into a new and different article of commerce with a name, character, or use distinct from that of the article or articles from which it was transformed.

“WTO GPA country end product” means an article that—

(1) Is wholly the growth, product, or manufacture of a WTO GPA country; or

(2) In the case of an article that consists in whole or in part of materials from another country, has been substantially transformed in a WTO GPA country into a new and different article of commerce with a name, character, or use distinct from that of the article or articles from which it was transformed. The term refers to a product offered for purchase under a supply contract, but for purposes of calculating the value of the end product includes services, (except transportation services) incidental to the article, provided that the value of those incidental services does not exceed that of the article itself.

(b) Delivery of end products. The Contracting Officer has determined that the WTO GPA and FTAs apply to this acquisition. Unless otherwise specified, these trade agreements apply to all items in the Schedule. The Contractor shall deliver under this contract only U.S.-made or designated country end products except to the extent that, in its offer, it specified delivery of other end products in the provision entitled “Trade Agreements Certificate.”

(End of clause)

C.11 MANDATORY WRITTEN DISCLOSURES

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

C.12 TECHNOLOGY REFRESH AND EXCHANGE

(a) All items/devices offered shall be state-of-the-art technology. State-of-the-art is defined as the most recently designed components and products that are announced for marketing purposes, available, maintained and supported in accordance with requirement specified in the solicitation. Components and products with a manufacturer's planned obsolescence are not acceptable.

(b) In the event a manufacturer announces that contract products, devices and parts are to be upgraded, discontinued, or are discontinued, within the first year of contract award, or the first six months of any exercised option, the VA CSAS shall have the following right under the contract with regard to items it has ordered from the contractor.

The VA CSAS, at its option, may exchange, at no cost to the VA CSAS, the previously ordered products, devices and parts for the manufacturer's upgraded items.

(c) If upgrades become available after award of this contract, the contractor may request that the upgraded items be substituted in the contract for the awarded items per paragraph (d) below. The contractor will add or substitute them for the awarded items following evaluation and approval by the technology refresh process.

(d) The contractor shall provide the following information to the Contracting Officer:

- (i) A list of specific awarded items that the contractor proposes to update.
- (ii) Product literature for the new item(s), a detailed description of the differences between the awarded item(s) and the new items(s) and a specific analysis of the comparative advantages and disadvantages of the new item(s).
- (iii) A pricing proposal for the proposed substituted items.

(e) If the Contracting Officer agrees to any substitution, a bilateral contract modification adding the upgraded items to the contract shall be required prior to any orders placed for the new item.

(f) New technology products shall be available for a period of no less than 1 year.

C.13 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.14 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.15 VAAR 852.219-9 VA SMALL BUSINESS SUBCONTRACTING PLAN MINIMUM REQUIREMENTS (DEC 2009)

(a) This clause does not apply to small business concerns.

(b) If the offeror is required to submit an individual subcontracting plan, the minimum goals for award of subcontracts to service-disabled veteran-owned small business concerns and veteran-owned small business concerns shall be at least commensurate with the Department's annual service-disabled veteran-owned small business and veteran-owned small business prime contracting goals for the total dollars planned to be subcontracted.

(c) For a commercial plan, the minimum goals for award of subcontracts to service-disabled veteran-owned small business concerns and veteran-owned small businesses shall be at least commensurate with the Department's annual service-disabled veteran-owned small business and veteran-owned small business prime contracting goals for the total value of projected subcontracts to support the sales for the commercial plan.

(d) To be credited toward goal achievements, businesses must be verified as eligible in the Vendor Information Pages database. The contractor shall annually submit a listing of service-disabled veteran-owned small businesses and veteran-owned small businesses for which credit toward goal achievement is to be applied for the review of personnel in the Office of Small and Disadvantaged Business Utilization.

(e) The contractor may appeal any businesses determined not eligible for crediting toward goal achievements by following the procedures contained in 819.407.

(End of Clause)

C.16 852.232-72 VA MENTOR-PROTÉGÉ PROGRAM (DEC 2009)

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

(b) The program consists of:

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

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

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

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

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

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

(End of Clause)

C.17 852.232-72 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.18 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS—COMMERCIAL ITEMS (JAN 2018)

CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS— COMMERCIAL ITEMS (JAN 2018)

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

- (1) [52.203-19](#), Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (JAN 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).
- (2) [52.209-10](#), Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015).
- (3) [52.233-3](#), Protest After Award (AUG 1996) ([31 U.S.C. 3553](#)).
- (4) [52.233-4](#), Applicable Law for Breach of Contract Claim (OCT 2004)(Public Laws 108-77 and 108-78 ([19 U.S.C. 3805 note](#))).

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

[Contracting Officer check as appropriate.]

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

- ☒ (2) [52.203-13](#), Contractor Code of Business Ethics and Conduct (Oct 2015) ([41 U.S.C. 3509](#))).
- ☐ (3) [52.203-15](#), Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (June 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)
- ☒ (4) [52.204-10](#), Reporting Executive Compensation and First-Tier Subcontract Awards (Oct 2016) (Pub. L. 109-282) ([31 U.S.C. 6101 note](#)).
- ☐ (5) [Reserved].
- ☐ (6) [52.204-14](#), Service Contract Reporting Requirements (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).
- ☐ (7) [52.204-15](#), Service Contract Reporting Requirements for Indefinite-Delivery Contracts (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).
- ☒ (8) [52.209-6](#), Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Oct 2015) ([31 U.S.C. 6101 note](#)).
- ☒ (9) [52.209-9](#), Updates of Publicly Available Information Regarding Responsibility Matters (Jul 2013) ([41 U.S.C. 2313](#)).
- ☐ (10) [Reserved].
- ☐ (11)(i) [52.219-3](#), Notice of HUBZone Set-Aside or Sole-Source Award (Nov 2011) ([15 U.S.C. 657a](#)).
- ☐ (ii) Alternate I (Nov 2011) of [52.219-3](#).
- ☒ (12)(i) [52.219-4](#), Notice of Price Evaluation Preference for HUBZone Small Business Concerns (OCT 2014) (if the offeror elects to waive the preference, it shall so indicate in its offer) ([15 U.S.C. 657a](#)).
- ☐ (ii) Alternate I (JAN 2011) of [52.219-4](#).
- ☐ (13) [Reserved]
- ☐ (14)(i) [52.219-6](#), Notice of Total Small Business Set-Aside (Nov 2011) ([15 U.S.C. 644](#)).
- ☐ (ii) Alternate I (Nov 2011).
- ☐ (iii) Alternate II (Nov 2011).
- ☐ (15)(i) [52.219-7](#), Notice of Partial Small Business Set-Aside (June 2003) ([15 U.S.C. 644](#)).
- ☐ (ii) Alternate I (Oct 1995) of [52.219-7](#).
- ☐ (iii) Alternate II (Mar 2004) of [52.219-7](#).
- ☒ (16) [52.219-8](#), Utilization of Small Business Concerns (Nov 2016) ([15 U.S.C. 637\(d\)\(2\)](#) and (3)).
- ☒ (17)(i) [52.219-9](#), Small Business Subcontracting Plan (Jan 2017) ([15 U.S.C. 637\(d\)\(4\)](#)).
- ☐ (ii) Alternate I (Nov 2016) of [52.219-9](#).
- ☒ (iii) Alternate II (Nov 2016) of [52.219-9](#).
- ☐ (iv) Alternate III (Nov 2016) of [52.219-9](#).
- ☐ (v) Alternate IV (Nov 2016) of [52.219-9](#).
- ☐ (18) [52.219-13](#), Notice of Set-Aside of Orders (Nov 2011) ([15 U.S.C. 644\(r\)](#)).
- ☐ (19) [52.219-14](#), Limitations on Subcontracting (Jan 2017) ([15 U.S.C. 637\(a\)\(14\)](#)).
- ☒ (20) [52.219-16](#), Liquidated Damages—Subcontracting Plan (Jan 1999) ([15 U.S.C. 637\(d\)\(4\)\(F\)\(i\)](#)).
- ☐ (21) [52.219-27](#), Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (Nov 2011) ([15 U.S.C. 657 f](#)).

- _X_ (22) [52.219-28](#), Post Award Small Business Program Rerepresentation (Jul 2013) ([15 U.S.C. 632\(a\)\(2\)](#)).
- ___ (23) [52.219-29](#), Notice of Set-Aside for, or Sole Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (Dec 2015) ([15 U.S.C. 637\(m\)](#)).
- ___ (24) [52.219-30](#), Notice of Set-Aside for, or Sole Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (Dec 2015) ([15 U.S.C. 637\(m\)](#)).
- _X_ (25) [52.222-3](#), Convict Labor (June 2003) (E.O. 11755).
- _X_ (26) [52.222-19](#), Child Labor—Cooperation with Authorities and Remedies (Jan 2018) (E.O. 13126).
- _X_ (27) [52.222-21](#), Prohibition of Segregated Facilities (Apr 2015).
- _X_ (28) [52.222-26](#), Equal Opportunity (Sept 2016) (E.O. 11246).
- _X_ (29) [52.222-35](#), Equal Opportunity for Veterans (Oct 2015)([38 U.S.C. 4212](#)).
- _X_ (30) [52.222-36](#), Equal Opportunity for Workers with Disabilities (Jul 2014) ([29 U.S.C. 793](#)).
- _X_ (31) [52.222-37](#), Employment Reports on Veterans (FEB 2016) (38 U.S.C. 4212).
- _X_ (32) [52.222-40](#), Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).
- _X_ (33)(i) [52.222-50](#), Combating Trafficking in Persons (Mar 2015) ([22 U.S.C. chapter 78](#) and E.O. 13627).
- ___ (ii) Alternate I (Mar 2015) of [52.222-50](#) ([22 U.S.C. chapter 78](#) and E.O. 13627).
- ___ (34) [52.222-54](#), Employment Eligibility Verification (OCT 2015). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in [22.1803](#).)
- ___ (35)(i) [52.223-9](#), Estimate of Percentage of Recovered Material Content for EPA–Designated Items (May 2008) ([42 U.S.C. 6962\(c\)\(3\)\(A\)\(i\)](#)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- ___ (ii) Alternate I (May 2008) of [52.223-9](#) ([42 U.S.C. 6962\(i\)\(2\)\(C\)](#)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- ___ (36) [52.223-11](#), Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (JUN 2016) (E.O. 13693).
- ___ (37) [52.223-12](#), Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (JUN 2016) (E.O. 13693).
- ___ (38)(i) [52.223-13](#), Acquisition of EPEAT®-Registered Imaging Equipment (JUN 2014) (E.O.s 13423 and 13514).
- ___ (ii) Alternate I (Oct 2015) of [52.223-13](#).
- ___ (39)(i) [52.223-14](#), Acquisition of EPEAT®-Registered Televisions (JUN 2014) (E.O.s 13423 and 13514).
- ___ (ii) Alternate I (Jun 2014) of [52.223-14](#).
- ___ (40) [52.223-15](#), Energy Efficiency in Energy-Consuming Products (DEC 2007) ([42 U.S.C. 8259b](#)).
- ___ (41)(i) [52.223-16](#), Acquisition of EPEAT®-Registered Personal Computer Products (OCT 2015) (E.O.s 13423 and 13514).
- ___ (ii) Alternate I (Jun 2014) of [52.223-16](#).

X (42) [52.223-18](#), Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011) (E.O. 13513).

— (43) [52.223-20](#), Aerosols (JUN 2016) (E.O. 13693).

— (44) [52.223-21](#), Foams (JUN 2016) (E.O. 13693).

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

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

— (46) [52.225-1](#), Buy American—Supplies (May 2014) ([41 U.S.C. chapter 83](#)).

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

— (ii) Alternate I (May 2014) of [52.225-3](#).

— (iii) Alternate II (May 2014) of [52.225-3](#).

— (iv) Alternate III (May 2014) of [52.225-3](#).

X (48) [52.225-5](#), Trade Agreements (OCT 2016) ([19 U.S.C. 2501](#), et seq., [19 U.S.C. 3301](#) note).

X (49) [52.225-13](#), Restrictions on Certain Foreign Purchases (June 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

— (50) [52.225-26](#), Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; [10 U.S.C. 2302 Note](#)).

— (51) [52.226-4](#), Notice of Disaster or Emergency Area Set-Aside (Nov 2007) ([42 U.S.C. 5150](#)).

— (52) [52.226-5](#), Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) ([42 U.S.C. 5150](#)).

— (53) [52.232-29](#), Terms for Financing of Purchases of Commercial Items (Feb 2002) ([41 U.S.C. 4505](#), [10 U.S.C. 2307\(f\)](#)).

— (54) [52.232-30](#), Installment Payments for Commercial Items (Jan 2017) ([41 U.S.C. 4505](#), [10 U.S.C. 2307\(f\)](#)).

— (55) [52.232-33](#), Payment by Electronic Funds Transfer—System for Award Management (Jul 2013) ([31 U.S.C. 3332](#)).

X (56) [52.232-34](#), Payment by Electronic Funds Transfer—Other than System for Award Management (Jul 2013) ([31 U.S.C. 3332](#)).

— (57) [52.232-36](#), Payment by Third Party (May 2014) ([31 U.S.C. 3332](#)).

— (58) [52.239-1](#), Privacy or Security Safeguards (Aug 1996) ([5 U.S.C. 552a](#)).

X (59) [52.242-5](#), Payments to Small Business Subcontractors (JAN 2017)(15 U.S.C. 637(d)(12)).

— (60)(i) [52.247-64](#), Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) ([46 U.S.C. Appx. 1241\(b\)](#) and [10 U.S.C. 2631](#)).

— (ii) Alternate I (Apr 2003) of [52.247-64](#).

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

[Contracting Officer check as appropriate.]

- (1) [52.222-17](#), Nondisplacement of Qualified Workers (May 2014)(E.O. 13495).
 - (2) [52.222-41](#), Service Contract Labor Standards (May 2014) ([41 U.S.C. chapter 67](#)).
 - (3) [52.222-42](#), Statement of Equivalent Rates for Federal Hires (May 2014) ([29 U.S.C. 206](#) and [41 U.S.C. chapter 67](#)).
 - (4) [52.222-43](#), Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (Multiple Year and Option Contracts) (May 2014) ([29 U.S.C. 206](#) and [41 U.S.C. chapter 67](#)).
 - (5) [52.222-44](#), Fair Labor Standards Act and Service Contract Labor Standards—Price Adjustment (May 2014) ([29 U.S.C. 206](#) and [41 U.S.C. chapter 67](#)).
 - (6) [52.222-51](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements (May 2014) ([41 U.S.C. chapter 67](#)).
 - (7) [52.222-53](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services—Requirements (May 2014) ([41 U.S.C. chapter 67](#)).
 - (8) [52.222-55](#), Minimum Wages Under Executive Order 13658 (Dec 2015).
 - (9) [52.222-62](#), Paid Sick Leave Under Executive Order 13706 (JAN 2017) (E.O. 13706).
 - (10) [52.226-6](#), Promoting Excess Food Donation to Nonprofit Organizations (May 2014) ([42 U.S.C. 1792](#)).
 - (11) [52.237-11](#), Accepting and Dispensing of \$1 Coin (Sept 2008) ([31 U.S.C. 5112\(p\)\(1\)](#)).
- (d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at [52.215-2](#), Audit and Records—Negotiation.
- (1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.
- (2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR [subpart 4.7](#), Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.
- (3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.
- (e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—
- (i) [52.203-13](#), Contractor Code of Business Ethics and Conduct (Oct 2015) ([41 U.S.C. 3509](#)).

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

(iii) [52.219-8](#), Utilization of Small Business Concerns (Nov 2016) ([15 U.S.C. 637\(d\)\(2\)](#) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$700,000 (\$1.5 million for construction of any public facility), the subcontractor must include [52.219-8](#) in lower tier subcontracts that offer subcontracting opportunities.

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

(v) [52.222-21](#), Prohibition of Segregated Facilities (Apr 2015)

(vi) [52.222-26](#), Equal Opportunity (Sept 2016) (E.O. 11246).

(vii) [52.222-35](#), Equal Opportunity for Veterans (Oct 2015) ([38 U.S.C. 4212](#)).

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

(ix) [52.222-37](#), Employment Reports on Veterans (Feb 2016) ([38 U.S.C. 4212](#)).

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

(xi) [52.222-41](#), Service Contract Labor Standards (May 2014) ([41 U.S.C. chapter 67](#)).

(xii)

[52.222-50](#), Combating Trafficking in Persons (Mar 2015) ([22 U.S.C. chapter 78](#) and E.O 13627). Alternate I (Mar 2015) of [52.222-50](#) ([22 U.S.C. chapter 78](#) and E.O 13627).

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

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

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

(xvi) [52.222-55](#), Minimum Wages Under Executive Order 13658 (Dec 2015).

(xvii) [52.222-62](#), Paid Sick Leave Under Executive Order 13706 (JAN 2017) (E.O. 13706).

(xviii)(A) [52.224-3](#), Privacy Training (JAN 2017) (5 U.S.C. 552a).

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

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

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

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

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

(End of clause)

SECTION D - CONTRACT DOCUMENTS, EXHIBITS, OR ATTACHMENTS

ATTACHMENT A	DETAILED INFORMATION FOR CONTRACT LINE ITEMS
ATTACHMENT B	PAST PERFORMANCE QUESTIONNAIRE
ATTACHMENT C	SMALL BUSINESS SUBCONTRACTING PLAN
ATTACHMENT D	MINIMUM TECHNICAL REQUIREMENTS
ATTACHMENT E	PRICE/COST SCHEDULE
ATTACHMENT F	APPROVED PRODUCT LIST
ATTACHMENT G	RETURN MERCHANDISE AUTHORIZATION
ATTACHMENT H	RESERVED
ATTACHMENT I	RESERVED

SECTION E - SOLICITATION PROVISIONS

E.1 NOTICE TO OFFERORS

(a) Sealed offers for furnishing the supplies in the Schedule will be received at the address specified in Block 9 of SF 1449, or if hand carried, to the address shown in Block 16, until the date and time specified in Block 8. CAUTION – LATE Submissions, Modifications, and Withdrawals: See provision 52.212-1. All offers are subject to all terms and conditions of this solicitation.

(b) Offerors must complete and return all information designated in 52.212-1, Instructions to Offerors – Commercial Items, Paragraph b, prior to the time specified in Block 8 of SF 1449 in order to be considered for award.

(c) Offerors note the System for Award Management (SAM) Database registration requirements at Section E.2, 52.212-1 (k). Offeror must be registered in the System for Award Management prior to receiving an award. <https://www.sam.gov/portal/SAM/>

(d) Refer to 52.212-2, Evaluation – Commercial Items for specific award criteria.

(e) Estimated Quantities listed in the Schedule for each CLIN are estimates of the total annual requirement for the described product. The estimated quantities listed in the Schedule are based on the average annual total quantities of VA CSAS/DLC purchases of the item. Therefore, an estimated quantity listed in the Schedule is an estimated annual total based on the cumulative of all VA CSAS/DLC purchases of an item that were obtained from various multiple vendors. The estimated quantities listed in the Schedule of Items are estimates and are NOT commitments.

(f) All request for RFP clarifications and general questions pertaining to the requirements must be submitted in writing to **Jenna Pfenninger, Contract Specialist, via e-mail at jenna.Pfenninger@va.gov** and cc Contracting Officer **Miguel Vasquez at miguel.vasquez@va.gov** to ensure a timely and accurate response to offeror questions, we request that all questions/clarifications be submitted no later than close of business on **TBD**. Questions and requests for clarification received after this time may not provide adequate time for the government to prepare and distribute a proper response prior to the date scheduled for receipt of proposals, and the government has not obligation to answer them if the response is not readily available. The RFP response time will not be extended for the purpose of responding to any question or request for clarification, unless it is in the Government's best interest to do so.

(g) Please note that the offeror must submit a proposal for the Base and all Options for each model being offered. Example: The proposal for contract CLIN 001 must have pricing for the 12-month base period and four (4) 12-months option periods, if exercised, for each model being offered as indicated in the Schedule of Items. The Government will not consider proposals that are received for partial years and not all periods.

(h) In addition to the Schedule, offerors must complete Attachment A, "Detailed Information for Contract Line Items" for model (s) offered for that CLIN.

(i) **Dealers / Suppliers. If other than the manufacturer, the offeror MUST SUBMIT, with the offer, a letter of commitment from the manufacturer, which assures the offeror a source of supply sufficient to satisfy the Government's requirements for the duration of the period, to include base and options.** The letter must be from the manufacturer on company letterhead and noting the commitment by the product name,

brand, and country of origin of the end product. It should also provide an overview of how this business relationship will work between the Dealer and Supplier.

(j) Items supplied under the contract **shall be individually commercially packaged** in a manner which insures arrival at destination in a satisfactory condition (not damaged due to packaging failures during normal handling) for further redistribution to individual users. Packaging shall not include cross-selling literature for other products, which have not been specifically awarded.

E.2 52.212-1 - (TAILORED) 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

E.3 52.212-1(c) (TAILORED) – PERIOD OF ACCEPTANCE

The Offeror agrees to hold the prices in its offer firm for **120 calendar days** from the date specified for receipt of offers.

E.4 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

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

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

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

<http://farsite.hill.af.mil/>

(End of Provision)

<u>FAR Number</u>	<u>Title</u>	<u>Date</u>
52.204-16	COMMERCIAL AND GOVERNMENT ENTITY CODE REPORTING	JUL 2016
52.204-18	COMMERCIAL AND GOVERNMENT ENTITY CODE MAINTENANCE	JUL 2016
52.204-22	ALTERNATIVE LINE ITEM PROPOSAL	JAN 2017
52.214-34	SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE	APR 1991

52.214-35	SUBMISSION OF OFFERS IN U.S. CURRENCY	APR 1991
52.216-27	SINGLE OR MULTIPLE AWARDS	OCT 1995
52.222-24	PREAWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE EVALUATION	FEB 1999

E.5 SPECIFIC INSTRUCTIONS TO OFFERORS REGARDING PROPOSAL PREPARATION

(a) Offerors shall provide information as described below. Offerors that fail to submit complete information in the manner described below, for either the Business or Technical Proposal, may be excluded from consideration for failing to meet a requirement of this solicitation.

The offeror shall submit its proposal in two SEPARATE volumes in the format and quantities described below. The volumes shall be legible, organized, and marked Volume I - Business and Volume II - Technical. The offeror must submit both hard paper copy and Compact Disk Read Only Memory (CD-ROM) of its proposal in the numbers specified below. The CD-ROMs shall not be password protected or encrypted.

VOLUME	Title	Number of Copies (CD-ROMs)	Number of Paper Copies
I	Business	1	1
II	Technical	4	1

(b) The offeror shall submit the paper copy and CD-ROMs containing the volume section copies in a sealed envelope or box. The envelope or box shall be addressed to the office specified in the solicitation and shall show the time specified for receipt, the solicitation number, and the name and address of the offeror.

(c) Section I – **Volume I-Business** shall contain the following information:

- (1) Properly completed and signed Standard Form 1449 and all relevant solicitation attachments.
- (2) Acknowledgement of amendments, if applicable.
- (3) Unique entity identifier/tax identification number.
- (4) Worksheets for all offered CLIN(s) (See Attachment E “Price/Cost Schedule”) and associated Accessories/Replacement Parts must be completed and submitted with proposal.

- (5) Failure to price base year and each option period for the CLIN(s) offered will be excluded from consideration for failing to meet a requirement of this solicitation. The Government will not consider proposals that are received for partial years and not all option periods. Please see the solicitation's Attachment E for Excel "Price/Cost Schedule".
- (6) Ordering Information.
- (7) Offerors must read and comply with, 52.225-5 Trade Agreements (Oct 2016) and respond to the certification at 52.212-3(g)(5) Trade Agreements Certificate (NOV 2017).
- (8) Completed offeror's Representations and Certifications and registration in the System for Award Management (SAM) Database at www.sam.gov. Offer shall provide a response to paragraph (b) of 52.212-3.
- (9) Place of Performance.
- (10) Authorized Negotiators.
- (11) Delivery Information.
- (12) **Manufacturing/Distributor:** If other than the manufacturer, the offeror must submit, with the offer, a letter of commitment from the manufacturer, which assures the offeror source of supply sufficient to satisfy the Government requirements for the duration of the period, to include base and option periods. The letter must be from the manufacturer on company letterhead and noting the commitment by the product name, brand, and origin of the product. It should also provide an overview of how this business relationship will work between the manufacturer/distributor. **The letter shall address if the offered products are TAA compliant. Offers from manufacturer/distributor that do not submit the letter of commitment with all the information noted above may be excluded from further consideration.**
- (13) **Current commercial price list** that demonstrates the items are available commercially.
- (14) Past Performance Information. The offeror shall provide a minimum of three (3) references for similar work performed within the past three (3) years. The list of references shall include contract number, point of contact, phone number, contract duration, and contract value. The offeror is responsible for distributing a Past Performance Questionnaire (See Attachment B "Past Performance Questionnaire") to each reference noted on the list and provide them with instructions to return the questionnaire directly to the Contracting Officer by the proposal due date. Past Performance Questionnaires submitted by the offeror with the RFP response **will not** be used. The Government is not required to contact any references provided by the Contractor although it may choose to do so. Other pertinent past performance sources or references (other than those identified by the Contractor) may also be contacted by the Government to obtain additional information that will be used in the evaluation of the Contractor's past performance. Past Performance Questionnaires must be returned to: U.S. Department of Veterans Affairs, National Acquisition Center, Commodities and Services Acquisition Service. Attn: Jenna Pfenninger, Solicitation # - 555 Corporate

Circle, Golden, CO 80401.

- (15) If item(s) offered are on a Federal Supply Schedule (FSS), submit a copy of your FSS price list.
- (16) Subcontracting Plan. Offerors that are large business must include a completed subcontracting plan with their proposal. Refer to Solicitation Attachment C “Small Business Subcontracting Plan”.

(d) Section II – **Volume II – Technical/Minimum Requirements:**

(1) All offerors shall provide a Technical Proposal to be considered for award. The Technical Proposal must provide sufficient information to demonstrate the capability of satisfactorily meeting the Government’s requirements detailed in this solicitation (See Attachment D “Minimum Technical Requirements”). At a minimum, the Technical Minimum Requirements Proposal must include the following:

- (i) For all products that are not listed in Attachment F “Approved Product List”, the offeror shall submit an Attachment A (“Detailed Information for Contract Line Items”) and provide standard product documentation and product descriptive literature such as published specifications, product brochures, advertising materials or other materials that fully describe the offered products and their respective features, capabilities, functions, compatibility features, sizes, lengths weights, colors, and fabric/materials. For the purpose of determining technical acceptability, descriptive literature must identify the appropriate model/brand, and type to clearly demonstrate that the items offered meet the product descriptions (both minimum technical requirements and minimum functions) listed in the Schedule of Items. Notes within a manufacturer/dealer catalog do not meet this requirement. Information that is not marked properly could cause offered CLINs to be considered technically unacceptable. If the descriptive literature does not adequately cover the information the offeror should provide a written proposal documenting their offered products capabilities. The technical proposal, product documentation and descriptive literature will be used when evaluating the items.

***Please Note: An award for a PAP device(s) is not required to be considered for award for Mask Liners. Please see Attachment D for Minimum Technical Requirements for Mask Liners.**

- (ii) If the size descriptions listed for any of the Schedule of items utilize different language to describe a size other than what is used by Industry or the offeror, the offeror can submit a comparable sized item. If the Offeror submits a comparable size, they must provide a written explanation in the solicitations “Attachment A” describing the comparable size and the size listed in the Schedule of Items to which it pertains.

- (iii) Warranty Terms – The offeror shall provide the terms of any warranty covering the offered products for review by the Government. **Please Note:** The warranty requirements listed in the minimum technical requirement (See attachment D) are considered minimum, unless

otherwise stated. If the manufacturer's/vendor's standard warranty exceeds the specified warranty, the manufacturer's/vendor's standard warranty will apply.

(iv) Offerors shall identify which items are being offered that are listed in the Approved Product List (Attachment F) by highlighting all devices and associated accessories/replacement parts offered.

(v) The offerors **Shall complete Attachment A “Detailed information for contract line items” for each CLIN (APAP, ASV, BPAP, VAPS) and Sub CLIN (Facial Interfaces, Filters, Mask Liners and Tubing) offered. Additionally, Attachment A “Detailed Information for Contract Line Items”. Failure to do so may result in a rejection by the Government of the entire offer for that particular CLIN not completed.**

E.6 DESCRIPTIVE LITERATURE

(a) Descriptive literature, as used in this provision, means information (e.g., as illustrations, drawings, product documentation and brochures and salient physical, functional, or performance characteristics of the PAP device model (s)) that is submitted as part of an offer. Descriptive literature is required to establish, for the purpose of the evaluation and award, details of the product offered such as minimum technical requirements and minimum functions and pertain to significant elements such as (1) design (2) materials (3) components (4) performance characteristics and functions, along with; and (5) methods of manufacture and assembly. Descriptive literature provides general information pertaining to product characteristics and/or explains its operation in enough detail to enable evaluation of the product.

(b) A digital photograph of each item offered must be provided on a CD. If possible, color photographs are preferable. Photographs should be multiple angles of the items to highlight details on various sizes. The resolution must show detail at 4”X4” ± 1” (640X480 is ideal).

E.7 52.209-5 CERTIFICATION REGARDING RESPONSIBILITY MATTERS (OCT 2015)

REPRESENTATION BY CORPORATIONS REGARDING AN UNPAID TAX LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW (DEVIATION) (MARCH 2012)

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

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

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

(b) The Offeror represents that—

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

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

(End of provision)

E.8 52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS (JUL 2013)

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

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

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

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

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

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

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

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

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

(i) In a criminal proceeding, a conviction.

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

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

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

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

(iv) In a criminal, civil, or administrative proceeding, a disposition of the matter by consent or compromise

with an acknowledgment of fault by the Contractor if the proceeding could have led to any of the outcomes specified in paragraphs (c)(1)(i), (c)(1)(ii), or (c)(1)(iii) of this provision.

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

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

(End of Provision)

E.9 52.212-2 EVALUATION – COMMERCIAL ITEMS (OCT 2014)

(a) The Government intends to award multiple contracts resulting from this solicitation to the responsible offeror(s) whose offer(s) 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: Lowest Price Technically Acceptable and Past Performance Acceptability. Any items offered on the Approved Product List will not require technical approval as they are already vetted through the VA. For Items not already included within the Approved Product List, the following steps shall be taken to evaluate the offers.

The technical evaluation will be conducted in two phases for these items. Each CLIN shall be evaluated for the technically acceptable lowest price and acceptable past performance. More than one model may be offered and awarded per Offeror for each CLIN. Offerors may propose and may receive an award on one or more CLIN(s). Any offeror awarded one or more CLIN(s) will have all awards combined into a single IDIQ contract.

Awards may be made for different PAP device models with associated accessories (limited to the following: Facial Interfaces, Filters, *Mask Liners and Tubing) and replacement parts (limited to the following: Filters, Power Cords and Secured Digital (SD) Cards). Associated accessories and replacement parts are considered for award only if PAP device model(s) are offered and awarded.

If applicable, associated accessories and replacement parts shall be compatible with offered and awarded PAP device model(s). There will be no award for Sub-Line Items unless the contractor is awarded one or more corresponding CLINs for PAP device model(s).

***Please Note: An award for a PAP device(s) is not required to be considered for award for Mask Liners.** Please see Attachment D for “Minimum Technical Requirements” for Mask Liners.

The Government reserves the right not to make an award on all CLINs. The Government reserves the right to determine how many awards it will make per CLIN, which may be less than the maximum number of awards identified in the solicitation. Award may be made without holding discussions; however, the Government reserves the right to conduct discussions as it deems prudent.

The Government anticipates multiple awards(s) resulting from this solicitation for the following types of PAP devices. A maximum of four (4) models awarded per CLIN 01 for Auto-Titrating Continuous Positive Airway Pressure (APAP) Machine; a maximum of four (4) models awarded per CLIN 02 for Adaptive Servo-Ventilation (ASV) Machine; a maximum of four (4) models awarded per CLIN 03 for Bi-Level Positive Airway Pressure (BPAP) Machine; and a maximum of four (4) models awarded per CLIN 04 for Volume Assured Pressured Support (VAPS) Machine to the responsible offerors whose offers, conforming to the

solicitation, are determined to be the lowest evaluated price, technically acceptable offer(s) with an acceptable past performance.

EXAMPLE: As noted in paragraph (a) of this section, more than one award of various PAP device model(s) offered for a CLIN may be made. If more than one award is made for a CLIN, the awarded offers will still be determined to be the lowest evaluated price and technically acceptable offers. For example, assume for CLIN 01 that four (4) offers of various specific PAP device models were received from two (2) offerors. If all four offers are compliant with the solicitation (*See Solicitation's, FAR 52.225-5 Trade Agreements and FAR 52.225-6 Trade Agreements Certificate regarding U.S.-made or designated country end products requirements*), and are acceptable for technical and past performance, but the Government decided it will only make two awards, then it will look to the two lowest evaluated priced offers for CLIN 01.

(1) DESCRIPTION OF EVALUATION PROCEDURES:

In an initial screening of offers, the total price will be reviewed for each offered CLIN to determine the lowest price. The lowest four (4) offered priced models for each CLIN will be submitted for technical evaluation. The lowest priced models offered for a CLIN under this solicitation will be subjected to an evaluation that will be conducted to determine whether the offered item is Technically Acceptable.

Each offered item/model will be rated either Technically Acceptable or Technically Unacceptable. To be considered for award, a product must be determined to be technically acceptable during Phase I of the Technical Evaluation. The vendor will proceed to Phase II only if found to be technically acceptable in Phase I. Phase II will consist of a Past Performance Evaluation.

If past performance is then found to be acceptable, the proposed price will be evaluated in Phase III. If, however, the lowest priced quote is rated as not technically acceptable during Phase I or Phase II of the technical evaluation, the next lowest priced offer will be evaluated. If the lowest priced quote is rated as technically acceptable but rated as unacceptable for past performance, the next lowest priced offer will be evaluated. This process will continue until a technically acceptable offer, from a vendor rated as acceptable for past performance, is identified.

(i) Initial Screening

An aggregate price for each CLIN for PAP device(s) offered will be calculated by multiplying the unit price by the estimated quantity, and summing the total prices for the base year and all option periods, to determine the lowest price for each CLIN. The prices offered for associated accessories/replacement parts **will be excluded from the initial screening price evaluation**. The lowest four (4) offered priced models for each CLIN will be submitted for technical evaluation. **Please Note: Offers from distributors/dealers that do not submit the letter** of commitment, as required by the Dealers and Suppliers Section of the Business Volume, may be excluded from further consideration for failing to meet a requirement of this solicitation.

(ii) Phase I: TECHNICAL EVALUATION (Acceptable / Unacceptable)

The Government shall perform a Technical Evaluation of the PAP device. Acceptability will be evaluated for conformance with the requirements of the solicitation (See Attachment D "Minimum Technical

Requirements”). The offer will be evaluated to determine conformance to the documentation and descriptive literature and to determine whether the lowest priced products meet the solicitation’s minimum technical requirements and functions. This evaluation will result in a determination that the offered items are Technically Acceptable or Technically Unacceptable. All offered products that fail to provide sufficient evidence of compliance with the Minimum Technical Requirements and functions will receive no further consideration. Offerors who offered items are rated as technically acceptable will be submitted for Past Performance evaluation.

(iii) Phase II: PAST PERFORMANCE (Acceptable / Unacceptable)

(A) Past performance will be reviewed and used in the responsibility determination, along with other clearance checks required by regulations. By past performance, the Government means the offeror’s reputation for adherence to schedules, including both technical and administrative aspects of performance such as the offeror’s record of conforming to contract requirements; history of reasonable and cooperative behavior; commitment to customer satisfaction; and generally, the offeror’s business-like concern for the interest of the customer. The Government will review past performance based on the information submitted by the offeror such as the Past Performance Questionnaires returned to the Contracting Officer.

(B) The Government may also use any relevant information in its possession or in the public domain, including information available in the Government Database Past Performance Information Retrieval System (PPIRS). While the Government may elect to consider data from other sources, the burden of providing detailed, current, accurate and complete past performance information rests with the offeror. In the case of an offeror without a record of relevant past performance or for whom information on past performance is not available, the offeror may not be evaluated favorably or unfavorably on past performance. A company with no relevant past performance will be rated as “Neither Acceptable nor Unacceptable”.

(iv) Phase III: PRICE

(A) Evaluation of prices will be conducted on each model offered under each CLIN. The proposed prices of products will be evaluated to determine the lowest price. To determine the lowest price for each CLIN, an aggregate price for each CLIN will be calculated by multiplying the unit price by the estimated quantity, and summing the total prices for the 12-month base period and four (4) 12-months option period.

(B) The unit prices offered for associated accessories/replacement parts will be excluded from the price evaluation for CLIN award purposes. The Base and all Options period prices for associated accessories/replacement parts will be evaluated for price reasonableness **IF** an award is made for one or more PAP device(s). **There will be no award for Sub-Line Items unless an award is made for a corresponding CLIN and compatible PAP device model.** If pricing is determined to be unreasonable for associated accessories/replacement parts, no award will be made for these items. If awards are made for associated accessories/replacement parts, it will only be those that are deemed to add value to the functionality of the product.

(C) In accordance with FAR 15.404-1(b)(2), the Government may use various price analysis techniques and procedures to ensure a fair and reasonable price. This evaluation may include, but is not limited to, a comparison of the proposed price with prices proposed by other offerors, the Government’s estimate, consideration of current prices being paid for the same or similar products, current market conditions, as well as other relevant measures.

(b) Options (12 Months Periods). The Government will evaluate offers for award purposes by adding the total price for all option 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 option 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.10 52.215-6 PLACE OF PERFORMANCE (OCT 1997)

(a) The offeror or respondent, in the performance of any contract resulting from this solicitation, [] intends, [] does not intend [check applicable block] to use one or more plants or facilities located at a different address from the address of the offeror or respondent as indicated in this proposal or response to request for information.

(b) If the offeror or respondent checks "intends" in paragraph (a) of this provision, it shall insert in the following spaces the required information:

PLACE OF PERFORMANCE (STREET ADDRESS,
CITY, STATE, COUNTY, ZIP CODE)

NAME AND ADDRESS OF OWNER AND OPERATOR OF THE
PLANT OR FACILITY IF OTHER THAN OFFEROR OR
RESPONDENT

(End of provision)

E.11 52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a Firm-Fixed-Price, Indefinite Delivery, Indefinite Quantity (IDIQ) contract(s) resulting from this solicitation.

(End of Provision)

E.12 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:

Mail and Parcel Post

Attention: Contracting
Officer: Miguel Vasquez
VA National Acquisition
Center Commodities and
Services Acquisition
Service
555 Corporate Circle
Golden, CO 80401

Overnight/Common Carrier

Attention: Contracting Officer:
Miguel Vasquez
VA National Acquisition
Center Commodities and
Services Acquisition
Service
555 Corporate Circle
Golden, CO 80401

(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.13 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.14 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.15 AUTHORIZED NEGOTIATORS

The offeror shall, in the space below, fill in the names of all persons authorized to negotiate with the Government in connection with this request for proposal. (List names, titles, telephone numbers, and email address of the authorized negotiators.)

E.16 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) website 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.

“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.

“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.

“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.

“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 accessed 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

[Offeror to identify the applicable paragraphs at (c) through (t) of this provision that the offeror has completed for the purposes of this solicitation only, if any.]

These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted electronically on SAM.]

(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 changes in ownership and control, principal office, or HUBZone employee percentage have occurred since it was certified in accordance with 13 CFR Part 126; and

(ii) It ☐ is, ☐ is not a HUBZone 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 each HUBZone small business concern participating in the HUBZone joint venture. [The offeror shall enter the names of each of the HUBZone small business concerns participating in the HUBZone joint venture: _____.] Each HUBZone small business concern participating in the HUBZone joint venture shall submit a separate signed copy of the HUBZone representation.

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

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

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

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

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

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

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

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

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

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

(2) Foreign End Products:

Line Item No. Country of Origin

[List as necessary]

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

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

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

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

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

Line Item No. Country of Origin

[List as necessary]

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

a COTS item and does not meet the component test in paragraph (2) of the definition of “domestic end product.”

Other Foreign End Products:

Line Item No. Country of Origin

[List as necessary]

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

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

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

Canadian End Products:

Line Item No.

[List as necessary]

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

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

Canadian or Israeli End Products:

Line Item No. Country of Origin

[List as necessary]

(4) *Buy American—Free Trade Agreements—Israeli Trade Act Certificate, Alternate III.* If Alternate III to the clause at [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. §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. §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. §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). [The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at [22.1503\(b\)](#).]

(1) *Listed end products.*

Listed End Product	Listed Countries of Origin

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

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

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

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

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

(2) ☐ Outside the United States.

(k) *Certificates regarding exemptions from the application of the Service Contract Labor Standards* (Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services.) [The contracting officer is to check a box to indicate if paragraph (k)(1) or (k)(2) applies.]

☐ (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 e-mail 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 website 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 website a target to reduce absolute emissions or emissions intensity by a specific quantity or percentage.

(iii) A publicly accessible website includes the Offeror’s own website 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 website(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)

ATTACHMENT A

DETAILED INFORMATION FOR CONTRACT LINE ITEMS

Instructions: A completed copy of this form shall be provided for **each model offered**. Information provided will be used to determine if items offered meet the product descriptions, minimum technical requirements and minimum functions listed in the MTRs (See Attachment D “Minimum Technical Requirements”). Additional sheets may be inserted to provide information. Additional Sheets shall be stapled to this form.

- CLIN (circle only one number): 01 02 03 04
- ASSOCIATED ACCESSORIES (circle only one item): Facial Interfaces Filters Mask Liners Tubing
- REPLACEMENT PARTS (circle only one item): Filters Power Cords Humidifier Water Chamber
SD Cards

Commercial Name: _____

Brand Name: _____

Model: _____

Manufacturer or Distributor of Product: _____

Origin of Manufactured Product: _____

HCPC: _____

MATERIAL/FABRIC

SIZE(S)

WEIGHT(S)

LENGTHS

PRODUCT DESCRIPTIVE LITERATURE (insert below or attach)

DRAFT

ATTACHMENT B

PAST PERFORMANCE QUESTIONNAIRE

Name of Vendor being Evaluated: _____

Nature of Contract: _____

Dollar Value of Contract: _____

Period of Performance: _____

Name and Title of Person Completing Questionnaire: _____

Company/Organization: _____

Phone Number/E-mail Address: _____

**MAIL THIS COMPLETED QUESTIONNAIRE DIRECTLY TO: VA, VA National Acquisition Center
Commodities and Services Acquisition Service Attn: Jenna Pfenniger, Solicitation #,
555 Corporate Circle, Golden, CO 80401**

Describe the nature of your contract with the above referenced Vendor and types/models of products purchased from the Vendor. (If more space is needed, please use the “Additional Comments” block on the second page):

RATING DEFINITIONS

By past performance, the Government means the vendor’s reputation for adherence to schedules, including both technical and administrative aspects of performance such as the vendor’s record of conforming to

contract requirements; history of reasonable and cooperative behavior; commitment to customer satisfaction; and generally, the offeror's business-like concern for the interest of the customer.									
"A"	Acceptable: The vendor's past performance record is acceptable. Performance consistently meets contract requirements indicating that the contractor will be able to successfully perform the contract in an acceptable manner. Some weaknesses/complaints exist, and they are resolved adequately.								
"U"	Unacceptable: The vendor's past performance record is unsatisfactory. Performance consistently fails to meet minimum contract requirements. Numerous significant weaknesses/complaints exist, and many are left unresolved. Successful performance is not likely. The risk of non-performance is great.								
"N"	Neither Acceptable or Unacceptable. No relevant past performance is available for evaluation. If no relevant past performance is available vendor is not rated Acceptable or Unacceptable on past performance.								
PAST PERFORMANCE SUB-FACTORS				ADJECTIVAL RATINGS					
1. How well were the contract requirements met?				A		U		N	
Comments:									
2. To what extent did the vendor adhere to the schedule?				A		U		N	
Comments:									
3. How responsive was the vendor in resolving quality, schedule, or other contract issues?				A		U		N	
Comments:									

4. How effective was the vendor in addressing unforeseen or unusual customer needs and issues?	A		U		N	
Comments:						

DRAFT

ATTACHMENT C

SMALL BUSINESS SUBCONTRACTING PLAN

Solicitation #

(Model Outline* – Template Revised 1/26/2017)

SUBCONTRACTING PLAN PERIOD: SMALL BUSINESS SUBCONTRACTING PLAN

Individual plans should cover the entire period of performance, and commercial plans should coincide with the company's fiscal year. In the event your company's fiscal year is for a period that will end before the contract periods of any federal contracts you hold which include the requirement to have a small business subcontracting plan, **you will be required to submit a new subcontracting plan for approval thirty (30) days prior to expiration of the existing subcontracting plan.** In the event an acceptable plan cannot be negotiated prior to expiration of the existing subcontracting plan, your contract(s) may be terminated.

DATE SUBMITTED: _____**NAME OF PLANHOLDER:** _____**SUBSIDIARIES INCLUDED:** _____**ADDRESS:** _____**ITEM/SERVICE TYPE:** _____**1. TYPE OF PLAN**

Select only one of the following (a, b, or c), listing the total estimated dollar value of all planned subcontracting (to all types of business concerns, both **large and small**). Per 13 CFR 125.3(a)(1)(iii), **the following categories should not be included in the total subcontracting spend base in #1, the proposed goals in #2, nor in the categories of spend listed in #3:** internally generated costs such as salaries and wages; employee insurance; other employee benefits; payments for petty cash; depreciation; interest; income taxes; property taxes; lease payments; bank fees; fines, claims, and dues; Original Equipment Manufacturer relationships during warranty periods (negotiated up front with product); utilities such as electricity, water, sewer, and other services purchased from a municipality or solely authorized by the municipality to provide those services in a particular geographical region; and philanthropic contributions. Utility companies may be eligible for additional exclusions unique to their industry, which may be approved by the contracting officer on a case-by-case basis.

a) Individual Plan (This Contract Only) Contract #/Solicitation #Total value of projected subcontracts (both **large and small** businesses)

Base Period _____ 5-Year Option \$ _____

Total Contract Value (including options) \$ _____

*Separate goals **must** be included for each option period (see #2 and chart on last page)**b) Commercial Division-wide Plan**Total value of projected subcontracts (both **large and small** businesses) \$ _____

Total projected sales \$_____ (Subcontracts Represent _____ % of Total Annual Sales)

c) Commercial Company-wide Plan

Total value of projected subcontracts (both **large and small** businesses) \$_____

Total projected sales \$_____ (Subcontracts Represent _____ % of Total Annual Sales)

** This template is a **suggested** model for use when formulating a subcontracting plan pursuant to the requirements at FAR 52.219-9(d). While this model plan has been designed to be consistent with FAR 52.219-9, other formats may be acceptable. However, failure to include the essential information as set forth in this model may be cause for either a delay in acceptance or the rejection of an offer where the clause is applicable. Further, the use of this model is not intended to waive other requirements that may be applicable under FAR 52.219-9 or that may appear in the Government's solicitation. "SUBCONTRACT," as used in 52.219-9, **refers to your external company spend**, meaning any agreement (other than one involving an employer-employee relationship) entered into by a federal government prime contractor or subcontractor calling for supplies or services required for performance of the contract or subcontract.*

State separate dollar and percentage goals, expressed in terms of **percentages of the total available subcontracting dollars** listed in the previous section in #1. **Commercial plans must complete 2a below with 1-year goals, and individual plans must complete 2b below, proposing two, separate 5-year goals. Complete only 2a OR 2b, as applicable. Percentage goals should be rounded to one decimal place (X.x%).**

2a. GOALS FOR COMMERCIAL PLANS (1-Year Goals)

a) Total estimated dollar value and percent of planned subcontracting with **small businesses (SB)** (including ANCs and Indian tribes), veteran-owned small, service-disabled veteran-owned small, HUBZone small, small disadvantaged (including ANCs and Indian tribes), and women-owned small business concerns: \$_____ and _____%.

b) Total estimated dollar value and percent of planned subcontracting with **veteran-owned small businesses (VO)**: \$_____ and _____%.

c) Total estimated dollar value and percent of planned subcontracting with **service-disabled veteran-owned small businesses (SDVO)** (Note: This is a subset of veteran-owned): \$_____ and _____%.

d) Total estimated dollar value and percent of planned subcontracting with **small disadvantaged businesses (SDB)** (including ANCs and Indian tribes): \$_____ and _____%.

e) Total estimated dollar value and percent of planned subcontracting with **women-owned small businesses (WO)**: \$_____ and _____%.

f) Total estimated dollar value and percent of planned subcontracting **with HUBZone small businesses (HUB)**: \$_____ and _____%.

2b. GOALS FOR INDIVIDUAL PLANS (Two, Five-Year Goals)

a) Total estimated dollar value and percent of planned subcontracting with **small businesses (SB)** (including ANCs and Indian tribes), veteran-owned small, service-disabled veteran-owned small, HUBZone small, small disadvantaged (including ANCs and Indian tribes), and women-owned small business concerns:

Base (5-years): \$ _____ & _____ % & 5-Year Option: \$ _____ & _____ %.

b) Total estimated dollar value and percent of planned subcontracting with **veteran-owned small businesses (VO)**:

Base (5-years): \$ _____ & _____ % & 5-Year Option: \$ _____ & _____ %.

c) Total estimated dollar value and percent of planned subcontracting with **service-disabled veteran-owned small businesses (SDVO)** (Note: This is a subset of veteran-owned):

Base (5-years): \$ _____ & _____ % & 5-Year Option: \$ _____ & _____ %.

d) Total estimated dollar value and percent of planned subcontracting with **small disadvantaged businesses (SDB)** (including ANCs and Indian tribes):

Base (5-years): \$ _____ & _____ % & 5-Year Option: \$ _____ & _____ %.

e) Total estimated dollar value and percent of planned subcontracting with **women-owned small businesses (WO)**:

Base (5-years): \$ _____ & _____ % & 5-Year Option: \$ _____ & _____ %.

f) Total estimated dollar value and percent of planned subcontracting with **HUBZone small businesses (HUB)**:

Base (5-years): \$ _____ & _____ % & 5-Year Option: \$ _____ & _____ %.

3. PRODUCTS AND/OR SERVICES

The types of products and/or services to be subcontracted are:

LB: _____

SB: _____

VO: _____

SDVO: _____

SDB: _____

WO: _____

HUB: _____

4. GOAL DEVELOPMENT

The following method was used in developing the subcontracting goals:

5. IDENTIFYING POTENTIAL SOURCES

The following methods were used to identify potential sources for solicitation purposes (See FAR 52.219-9(d)(5) for examples of methods that may be used.):

6. INDIRECT COSTS

Indirect costs _____ have _____ have not been included in the dollar and percentage subcontracting goals stated above. (Check one.)

If "have been" is checked (and you are proposing an individual plan), explain the method used in determining the proportionate share of indirect costs to be incurred with small business (including Alaska Native Corporations and Indian tribes), veteran-owned small business, service-disabled veteran-owned small business, small disadvantaged business (including ANCs and Indian tribes), women-owned small business, and HUBZone small business concerns. *Note: Commercial planholders who choose to include indirect costs will not need to provide the aforementioned explanation because the costs will be applied at 100%.*

7. PROGRAM ADMINISTRATOR

The following individual will administer the subcontracting program:

NAME:

TITLE:

ADDRESS:

TELEPHONE:

E-MAIL:

This individual's specific duties, as they relate to the firm's subcontracting program, are as follows:

8. EQUITABLE OPPORTUNITY

The following good faith efforts (internal and external) will be taken to assure that small business, veteran-owned small business, service-disabled veteran-owned small business, small disadvantaged business, women-owned small business, and HUBZone small business concerns will have an equitable opportunity to compete for subcontracts:

9. FLOW-DOWN CLAUSE

The offeror agrees that the FAR clause of this contract entitled "Utilization of Small Business Concerns" (52.219-8) will be included in all subcontracts that offer further subcontracting opportunities, and that the Offeror will require all subcontractors (except small business concerns) that receive subcontracts in excess of \$700,000 (\$1.5 million for construction of any public facility) with further subcontracting possibilities to adopt a subcontracting plan that complies with the requirements of this clause.

NOTE: See exceptions listed in FAR 52.219-9(j).

10. REPORTING & COOPERATION

The offeror agrees to

- (i) Cooperate in any studies or surveys as may be required;
- (ii) Submit periodic reports so that the Government can determine the extent of compliance by the offeror with the subcontracting plan;
- (iii) After November 30, 2017, include subcontracting data for each order when reporting subcontracting achievements for indefinite-delivery, indefinite-quantity contracts intended for use by multiple agencies;
- (iv) Submit the Individual Subcontract Report (ISR) and/or the Summary Subcontract Report (SSR), in accordance with paragraph (l) of this clause using the Electronic Subcontracting Reporting System (eSRS) at

<http://www.esrs.gov>. The reports shall provide information on subcontract awards to small business concerns (including ANCs and Indian tribes that are not small businesses), veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUBZone small business concerns, small disadvantaged business concerns (including ANCs and Indian tribes that have not been certified by SBA as small disadvantaged businesses), women-owned small business concerns, and for NASA only, Historically Black Colleges and Universities and Minority Institutions. Reporting shall be in accordance with this clause, or as provided in agency regulations;

(v) Ensure that its subcontractors with subcontracting plans agree to submit the ISR and/or the SSR using eSRS;

(vi) Provide its prime contract number, its DUNS number, and the e-mail address of the Offeror's official responsible for acknowledging receipt of or rejecting the ISRs, to all first-tier subcontractors with subcontracting plans so they can enter this information into the eSRS when submitting their ISRs; and

(vii) Require that each subcontractor with a subcontracting plan provide the prime contract number, its own DUNS number, and the e-mail address of the subcontractor's official responsible for acknowledging receipt of or rejecting the ISRs, to its subcontractors with subcontracting plans.

11. RECORDKEEPING

The following is a description of the types of records that will be maintained concerning procedures that have been adopted to comply with the requirements and goals in the plan, including establishing source lists; and a description of the offeror's efforts to locate small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns and award subcontracts to them. The records shall include at least the following (on a plant-wide or company-wide basis, unless otherwise indicated):

(i) Source lists (e.g., SAM), guides, and other data that identify small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns.

(ii) Organizations contacted in an attempt to locate sources that are small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, or women-owned small business concerns.

(iii) Records on each subcontract solicitation resulting in an award of more than \$150,000, indicating—

(A) Whether small business concerns were solicited and, if not, why not;

(B) Whether veteran-owned small business concerns were solicited and, if not, why not;

(C) Whether service-disabled veteran-owned small business concerns were solicited and, if not, why not;

(D) Whether HUBZone small business concerns were solicited and, if not, why not;

(E) Whether small disadvantaged business concerns were solicited and, if not, why not;

(F) Whether women-owned small business concerns were solicited and, if not, why not; and

(G) If applicable, the reason award was not made to a small business concern.

(iv) Records of any outreach efforts to contact—

(A) Trade associations;

(B) Business development organizations;

(C) Conferences and trade fairs to locate small, HUBZone small, small disadvantaged, service-disabled veteran-owned, and women-owned small business sources; and

(D) Veterans service organizations.

(v) Records of internal guidance and encouragement provided to buyers through—

(A) Workshops, seminars, training, etc.; and

(B) performance to evaluate compliance with the program's requirements.

(vi) On a contract-by-contract basis, records to support award data submitted by the offeror to the Government, including the name, address, and business size of each subcontractor. Contractors having commercial plans need not comply with this requirement.

12 & 13. UTILIZATION OF SMALL BUSINESS CONCERNS USED IN BID/PROPOSAL

12. The offeror agrees to make a good faith effort to acquire articles, equipment, supplies, services, or materials, or obtain the performance of construction work from the small business concerns that it used in preparing the bid or proposal, in the same or greater scope, amount, and quality used in preparing and submitting the bid or proposal. Responding to a request for a quote does not constitute use in preparing a bid or proposal. The Offeror used a small business concern in preparing the bid or proposal if–

- (i) The Offeror identifies the small business concern as a subcontractor in the bid or proposal or associated small business subcontracting plan, to furnish certain supplies or perform a portion of the subcontract; or
- (ii) The Offeror used the small business concern’s pricing or cost information or technical expertise in preparing the bid or proposal, where there is written evidence of an intent or understanding that the small business concern will be awarded a subcontract for the related work if the Offeror is awarded the contract.

13. The Contractor agrees to provide the Contracting Officer with a written explanation if the Contractor fails to acquire articles, equipment, supplies, services or materials or obtain the performance of construction work as described in (12) above. This written explanation must be submitted to the Contracting Officer within 30 days of contract completion.

14. SUBCONTRACTOR DISCUSSIONS WITH CO

The Contractor agrees not to prohibit a subcontractor from discussing with the Contracting Officer any material matter pertaining to payment to or utilization of a subcontractor.

15. PROMPT PAYMENT OF SMALL BUSINESS SUBCONTRACTORS

The Contractor agrees to pay its small business subcontractors on time and in accordance with the terms and conditions of the underlying subcontract, and notify the contracting officer when the prime contractor makes either a reduced or an untimely payment to a small business subcontractor (see FAR 52.242-5).

***Signed:** _____ **Date Signed:** _____

Typed Name: _____ **Title:** _____

Plan Approval Signature (Government Official)

Typed Name of Government Approver

Date Approved