

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30				1. REQUISITION NO. 659-18-3-028-0263	PAGE 1 OF 73
2. CONTRACT NO.	3. AWARD/EFFECTIVE DATE	4. ORDER NO.	5. SOLICITATION NUMBER 36C24618Q9467	6. SOLICITATION ISSUE DATE 07-20-2018	
7. FOR SOLICITATION INFORMATION CALL:	a. NAME Shamike Bethea shamike.bethea@va.gov		b. TELEPHONE NO. (No Collect Calls) 910-488-2120 ext 5199	8. OFFER DUE DATE/LOCAL TIME 07-24-2018 1500	
9. ISSUED BY Department of Veterans Affairs Network Contracting Office 6 100 Emancipation Drive Hampton VA 23667		CODE	10. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED OR <input checked="" type="checkbox"/> SET ASIDE: <u>100</u> % FOR: <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM NAICS: 339112 <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> EDWOSB <input checked="" type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> 8(A) SIZE STANDARD: 750 Employees		
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE	12. DISCOUNT TERMS		13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) <input type="checkbox"/>		13b. RATING N/A
14. METHOD OF SOLICITATION <input checked="" type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP		15. DELIVER TO CODE PLEASE SEE DELIVERY SCHEDULE			
16. ADMINISTERED BY Department of Veterans Affairs Network Contracting Office 6 100 Emancipation Drive Hampton VA 23667		17a. CONTRACTOR/OFFEROR CODE			
18a. PAYMENT WILL BE MADE BY Department of Veterans Affairs Financial Services Center PO BOX 149971 Austin TX 78714-9971 PHONE: FAX:		17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER <input type="checkbox"/>			
18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input checked="" type="checkbox"/> SEE ADDENDUM		19. TELEPHONE NO. DUNS: DUNS+4:			
19. ITEM NO.	20. See CONTINUATION Page SCHEDULE OF SUPPLIES/SERVICES		21. QUANTITY	22. UNIT	23. UNIT PRICE
	CareFusion Instruments for WG (Bill) Hefner VA Medical Center - Salisbury, NC This is a Brand Name Only solicitation set aside for SDVOSB New Equipment ONLY; No remanufactured or "Gray Market" items. All items must be covered by the manufacturer's State what the solicitation for i.e. "CareFusion, Salisbury" Please see Section B.4 Price/Cost Schedule. (Use Reverse and/or Attach Additional Sheets as Necessary)				24. AMOUNT
25. ACCOUNTING AND APPROPRIATION DATA See CONTINUATION Page 659-3680160-028-820200-2660 010020100			26. TOTAL AWARD AMOUNT (For Govt. Use Only)		
<input checked="" type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA		<input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.			
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA		<input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED			
<input checked="" type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>1</u> COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED		<input type="checkbox"/> 29. AWARD OF CONTRACT: REF. _____ OFFER DATED _____ YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN IS ACCEPTED AS TO ITEMS:			
30a. SIGNATURE OF OFFEROR/CONTRACTOR		31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)			
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)	30c. DATE SIGNED	31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) Shamike Bethea Contracting Officer		31c. DATE SIGNED	

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SECTION B - CONTINUATION OF SF 1449 BLOCKS

B.1 CONTRACT ADMINISTRATION DATA

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

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

a. CONTRACTOR:

b. GOVERNMENT: Contracting Officer 36C246 Shamike Bethea

Department of Veterans Affairs
 Network Contracting Office 6
 100 Emancipation Drive
 Hampton VA 23667

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

52.232-34, Payment by Electronic Funds Transfer—Other Than System For Award Management, or

52.232-36, Payment by Third Party

3. INVOICES: Invoices shall be submitted in arrears:

a. Quarterly

b. Semi-Annually

c. Other Upon delivery and acceptance

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

Department of Veterans Affairs
 Financial Services Center
 PO BOX 149971
 Austin TX 78714-9971

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

AMENDMENT NO	DATE

B.2 LIMITATIONS ON SUBCONTRACTING-- MONITORING AND COMPLIANCE (JUN 2011)

This solicitation includes FAR 52.219-6 Notice of Total Small Business Set-Aside. Accordingly, any contract resulting from this solicitation will include this clause. The contractor is advised in performing contract administration functions, the CO may use the services of a support contractor(s) retained by VA

to assist in assessing the contractor's compliance with the limitations on subcontracting or percentage of work performance requirements specified in the clause. To that end, the support contractor(s) may require access to contractor's offices where the contractor's business records or other proprietary data are retained and 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's compliance with the limitations on subcontracting or percentage of work performance requirement.

B.3 PRICE/COST SCHEDULE

ITEM INFORMATION

ITEM NUMBER	DESCRIPTION OF SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	DEBAKEY SATINSKY CLAMP LARGE JAW 10IN LOCAL STOCK NUMBER: CH7304	1.00	EA	—	—
0002	DEBAKEY SATINSKY CLAMP MEDIUM JAW10IN LOCAL STOCK NUMBER: CH7302	1.00	EA	—	—
0003	DEBAKEY RING-HNDL BULLDOG STR ANGLE JAW LOCAL STOCK NUMBER: CH6098	1.00	EA	—	—
0004	COOLEY PERIPH VASC CLAMP 3.5CM JAW 55DEG LOCAL STOCK NUMBER: CH6198	2.00	EA	—	—
0005	DEBAKEY SATINSKY CLAMP LARGE JAW 10IN LOCAL STOCK NUMBER: CH7304	1.00	EA	—	—
0006	DEBAKEY SATINSKY CLAMP MEDIUM JAW10IN	1.00	EA	—	—

LOCAL STOCK NUMBER: CH7302			
0007	2.00 EA	_____	_____
	BOETTCHER TONSIL ART FORCEPS SLT CVD JAW LOCAL STOCK NUMBER: MO1700	—	—
0008	2.00 EA	_____	_____
	PEAN ARTERY FORCEPS 6-1/2IN CVD LOCAL STOCK NUMBER: SU2760	—	—
0009	2.00 EA	_____	_____
	ALLIS TISSUE FORCEPS 5X6 TEETH 6IN LOCAL STOCK NUMBER: SU4055	—	—
0010	2.00 EA	_____	_____
	VITAL MAYO-HEGAR NEEDLE HOLDER 7IN LOCAL STOCK NUMBER: SU16061	—	—
0011	2.00 EA	_____	_____
	BOETTCHER TONSIL ART FORCEPS SLT CVD JAW LOCAL STOCK NUMBER: MO1700	—	—
0012	2.00 EA	_____	_____
	OCHSNER ARTERY FORCEPS STR 7-1/4 1X2 TTH LOCAL STOCK NUMBER: SU2802	—	—
0013	2.00 EA	_____	_____
	RICHARDSON-EASTMAN RETR LARGE DBL-END LOCAL STOCK NUMBER: SU3490-002	—	—
0014	2.00 EA	_____	_____
	BOETTCHER TONSIL ART FORCEPS SLT CVD JAW LOCAL STOCK NUMBER: MO1700	—	—
0015	6.00 EA	_____	_____
	PEAN MICRO ARTERY FORCEP 5-1/2IN DEL CVD LOCAL STOCK NUMBER: SU2759	—	—
0016	1.00 EA	_____	_____
	VITAL MAYO-HEGAR NEEDLE HOLDER 7IN LOCAL STOCK NUMBER: SU16061	—	—
0017	2.00 EA	_____	_____

						—	—
				BOETTCHER TONSIL ART FORCEPS SLT CVD JAW			
				LOCAL STOCK NUMBER: MO1700			
0018		6.00	EA			—	—
				PEAN ARTERY FORCEPS 6-1/2IN CVD			
				LOCAL STOCK NUMBER: SU2760			
0019		6.00	EA			—	—
				ALLIS TISSUE FORCEPS 5X6 TEETH 6IN			
				LOCAL STOCK NUMBER: SU4065			
0020		4.00	EA			—	—
				PEAN MICRO ARTERY FORCEP 5-1/2IN DEL CVD			
				LOCAL STOCK NUMBER: SU2759			
0021		2.00	EA			—	—
				VITAL MAYO-HEGAR NEEDLE HOLDER 7IN			
				LOCAL STOCK NUMBER: SU16061			
0022		1.00	EA			—	—
				VITAL MAYO DISCT SCISSOR STR W/RND BLADE			
				LOCAL STOCK NUMBER: SU1804-002			
0023		1.00	EA			—	—
				VOLKMANN CURETTE, DOUBLE ENDED OVAL/ ROUND			
				LOCAL STOCK NUMBER: VM81-8942			
0024		1.00	EA			—	—
				TISSUE FORCEPS 1X2 TEETH OVER LENGTH 6IN			
				LOCAL STOCK NUMBER: SU2333			
0025		1.00	EA			—	—
				NASAL TENAC DBL HOOK PRONGS 10MM APART			
				LOCAL STOCK NUMBER: RH1135			
0026		1.00	EA			—	—
				VOLKMANN CURETTE, DOUBLE ENDED OVAL/ ROUND			
				LOCAL STOCK NUMBER: VM81-8942			
0027		1.00	EA			—	—
				LISTON BONE CUTTING FORCEPS STR 5-1/2IN			
				LOCAL STOCK NUMBER: OS4640			

0028	1.00 EA	_____	_____
ANDREWS-HARTMANN RONGEUR FORCEPS 5-5/8IN LOCAL STOCK NUMBER: AU6700			
0029	1.00 EA	_____	_____
BANE RONGEUR FORCEPS CVD JAW TAPER 6-7/8 LOCAL STOCK NUMBER: AU6720			
0030	1.00 EA	_____	_____
KLEINERT-KUTZ BONE CUT FORCEP DBLACT CVD LOCAL STOCK NUMBER: OS4723-002			
0031	1.00 EA	_____	_____
COTTLE RASP OR SWEEPER DOWN-CUT 8-3/8IN LOCAL STOCK NUMBER: RH2040			
0032	1.00 EA	_____	_____
MALTZ NASAL RASP DOWNCUT BLADE 35X8MM LOCAL STOCK NUMBER: RH2050			
0033	1.00 EA	_____	_____
FREER SEPTUM ELEV DBL-END SH/BL 7-3/4IN LOCAL STOCK NUMBER: RH750			
0034	1.00 EA	_____	_____
VOLKMANN CURETTE, DOUBLE ENDED OVAL/ ROUND LOCAL STOCK NUMBER: VM81-8942			
0035	1.00 EA	_____	_____
SAYRE DBL ENDED ELEV BLUNT 6-1/2IN LOCAL STOCK NUMBER: VM104-1685			
0036	2.00 EA	_____	_____
NASAL TENAC DBL HOOK PRONGS 10MM APART LOCAL STOCK NUMBER: RH1135			
0037	1.00 EA	_____	_____
DAVIS BRAIN RETRACTOR 1/2IN W 7-1/2IN LOCAL STOCK NUMBER: NL1300			
0038	1.00 EA	_____	_____

		DRESSING FORCEPS SERR OVERALL LGTH 6IN LOCAL STOCK NUMBER: SU2303		
0039	1.00 EA			
		TISSUE FORCEPS 1X2 TEETH OVER LENGTH 6IN LOCAL STOCK NUMBER: SU2333		
0040	2.00 EA			
		BROWN-ADSON TISSUE FORCEP 7X8TEETH 4-7/8 LOCAL STOCK NUMBER: SU2504		
0041	1.00 EA			
		OCHSNER ARTERY FORCEPS STR 6-1/4 1X2 TTH LOCAL STOCK NUMBER: SU2800		
0042	1.00 EA			
		KELLY ARTERY FORCEPS 5-1/2IN CVD LOCAL STOCK NUMBER: SU2722		
0043	1.00 EA			
		DERF EYE NDL HOLDER SERR STR JAW 4-3/4IN LOCAL STOCK NUMBER: OP7510		
0044	1.00 EA			
		VITAL MAYO-HEGAR NEEDLE HOLDER 7IN LOCAL STOCK NUMBER: SU16061		
0045	1.00 EA			
		SCISSORS BANDAGE LISTER OVER LGTH 5-1/2 LOCAL STOCK NUMBER: SU2005		
0046	1.00 EA			
		MAYO DISSECTING SCISSORS CVD 5-3/4IN LOCAL STOCK NUMBER: SU1810		
0047	1.00 EA			
		MAYO DISSECTING SCISSORS STR 5-3/4IN LOCAL STOCK NUMBER: SU1800		
0048	1.00 EA			
		MAYO-NOBLE DISSECT SCISSORS CVD 6-3/4IN LOCAL STOCK NUMBER: SU1862		

0049	1.00 EA	_____	_____
SISTRUNK DISSECT SCISSORS SERR CVD 5-1/2 LOCAL STOCK NUMBER: SU1872			
0050	1.00 EA	_____	_____
METZENBAUM D-EDGE SCISSORS CVD 7IN(18CM) LOCAL STOCK NUMBER: 32-0750			
0051	1.00 EA	_____	_____
WIRE/PIN D-TIP CUTTER 2.5MMDIAWIRE 8-3/4 LOCAL STOCK NUMBER: 32-2820			
0052	1.00 EA	_____	_____
VITAL WIRE EXTRACT PLIER DBL-ACT JAW 6MM LOCAL STOCK NUMBER: OS3081-003			
0053	1.00 EA	_____	_____
SPRATT CURET OVAL CUP SZ6 10.2MM LOCAL STOCK NUMBER: AU6608			
0054	1.00 EA	_____	_____
SPRATT CURETTE OVALCUP SZ0 3.7MM LOCAL STOCK NUMBER: AU6602			
0055	6.00 EA	_____	_____
STRULLY DURAL TWIST HOOK 1.25MM LOCAL STOCK NUMBER: VM84-5176			
0056	1.00 EA	_____	_____
MALTZ RASP IMPROVED DOUBLE ENDED LOCAL STOCK NUMBER: VM88-1596			
0057	1.00 EA	_____	_____
DESCHAMPS-NAVRATIL LIGATURE CVD LEFT NDL LOCAL STOCK NUMBER: GL1220			
0058	1.00 EA	_____	_____
US ARMY OSTEOTOME OL 180MM LOCAL STOCK NUMBER: VM81-4831			
0059	16.00 EA	_____	_____
OCHSNER ARTERY FORCEPS STR 6-1/4 1X2 TTH			

LOCAL STOCK NUMBER: SU2800			
0060	6.00 EA	_____	_____
	TISSUE FORCEPS 1X2 TEETH OVER LENGTH 6IN LOCAL STOCK NUMBER: SU2333	—	—
0061	2.00 EA	_____	_____
	VITAL MAYO-HEGAR NEEDLE HOLDER 7IN LOCAL STOCK NUMBER: SU16061	—	—
0062	4.00 EA	_____	_____
	SHAFT, SP, ERG TA LOCAL STOCK NUMBER: SP83	—	—
0063	8.00 EA	_____	_____
	LOCKING HANDLE W/INSULATION & CAUTERY LOCAL STOCK NUMBER: 256.99300U	—	—
0064	4.00 EA	_____	_____
	SHAFT, SP, ERG TA LOCAL STOCK NUMBER: SP83	—	—
0065	2.00 EA	_____	_____
	SCISSORS INSERT, CVD METZ, 36CM, 10/BOX LOCAL STOCK NUMBER: SP8301	—	—
0066	4.00 EA	_____	_____
	CURVED LEFT NDL HOLDER D-JAW INSERT ONLY LOCAL STOCK NUMBER: SO8324	—	—
0067	1.00 EA	_____	_____
	CASTRO CORNEAL SUT FORCEPS STR 0.5M TTH LOCAL STOCK NUMBER: OP3308-003	—	—
0068	1.00 EA	_____	_____
	VITAL KNAPP IRIS SCISSORS STR SHARP/SHRP LOCAL STOCK NUMBER: OP5526	—	—
0069	1.00 EA	_____	_____
	CASTROVIEJO EYE NEEDLE HOLDER DEL STR LOCAL STOCK NUMBER: OP7412	—	—
0070	1.00 EA	_____	_____

0081	1.00 EA	_____	_____
ADSON DRESSING FORCEPS SERR 4-3/4IN LOCAL STOCK NUMBER: NL1410			
0082	1.00 EA	_____	_____
BISHOP-HARMAN IRIS FORCEPS STD 1X2 TEETH LOCAL STOCK NUMBER: OP3410			
0083	2.00 EA	_____	_____
CASTRO CORNEAL SUT FORCEPS STR 0.5M TTH LOCAL STOCK NUMBER: OP3308-003			
0084	1.00 EA	_____	_____
CASTROVIEJO CORNEO FORCEPS 1X2 0.9MM TTH LOCAL STOCK NUMBER: OP3301			
0085	1.00 EA	_____	_____
LISTER CONJUNCT FORCEPS 1X2 TEETH 3-5/8 LOCAL STOCK NUMBER: OP3150			
0086	2.00 EA	_____	_____
ARRUGA CAPSULE FCPS, NEW LOCAL STOCK NUMBER: VM91-5513			
0087	1.00 EA	_____	_____
CASTROVIEJO CALIPER STR 3-1/4W/THUMBSRCW LOCAL STOCK NUMBER: OP2710			
0088	2.00 EA	_____	_____
WESCOTT TYPE UTILITY SCISSORS 5IN LOCAL STOCK NUMBER: OP5666			
0089	1.00 EA	_____	_____
OCULAR SCISSORS CVD SHARP 4IN LOCAL STOCK NUMBER: OP5795			
0090	1.00 EA	_____	_____
VITAL KNAPP IRIS SCISSORS CVD SHARP/SHRP LOCAL STOCK NUMBER: OP5525			
0091	1.00 EA	_____	_____

		VITAL KNAPP IRIS SCISSORS ST SHARP/SHRP LOCAL STOCK NUMBER: OP5526		
0092	1.00	EA	_____	_____
		PLASTIC UTILITY SCISSORS STR SH/SH 5IN LOCAL STOCK NUMBER: RH1600	—	—
0093	2.00	EA	_____	_____
		RAGNELL RETRACTOR DOUBLE-ENDED 6IN LOCAL STOCK NUMBER: OS930	—	—
0094	1.00	EA	_____	_____
		DESMARRES LID RETR SMALL #1 12MM WIDE LOCAL STOCK NUMBER: OP192	—	—
0095	1.00	EA	_____	_____
		DESMARRES LID RETR MEDIUM #2 13MM WIDE LOCAL STOCK NUMBER: OP191	—	—
0096	8.00	EA	_____	_____
		WEITLANER RETR 3X4 BLUNT PRONGS 5-1/2IN LOCAL STOCK NUMBER: SU3110-001	—	—
0097	1.00	EA	_____	_____
		DRESSING FORCEPS SERR OVER LGTH 5-1/2IN LOCAL STOCK NUMBER: SU2302	—	—
0098	6.00	EA	_____	_____
		PEAN MICRO ARTERY FORCEP 5-1/2IN DEL CVD LOCAL STOCK NUMBER: SU2759	—	—
0099	1.00	EA	_____	_____
		CASTRO CORNEAL SUT FORCEPS STR 1.5M TTH LOCAL STOCK NUMBER: OP3308-004	—	—
0100	1.00	EA	_____	_____
		OLSEN HEGAR D-JAW NDL HLDR 7000JAW 4-1/2 LOCAL STOCK NUMBER: 32-0169	—	—
0101	1.00	EA	_____	_____
		NASAL TENAC DBL HOOK PRONGS 10MM APART LOCAL STOCK NUMBER: RH1135	—	—

0102	1.00 EA	_____	_____
NASAL TENAC DBL HOOK PRONGS 10MM APART LOCAL STOCK NUMBER: RH1135			
0103	1.00 EA	_____	_____
CASTRO CORNEAL SUT FORCEPS STR 1.5M TTH LOCAL STOCK NUMBER: OP3308-004			
0104	1.00 EA	_____	_____
NON-STICK, ADSON BIPOLAR FORCEPS/2013 LOCAL STOCK NUMBER: EBP13100-25S			
0105	2.00 EA	_____	_____
DESCHAMPS-NAVRATIL LIGATURE CVD LEFT NDL LOCAL STOCK NUMBER: GL1220			
0106	3.00 EA	_____	_____
VOLKMANN RETRACTOR BLUNT 4 PRONG 8-3/4IN LOCAL STOCK NUMBER: SU3552.01			
0107	1.00 EA	_____	_____
LAMBOTTE OSTEOTOMES STR 9IN 6/SET LOCAL STOCK NUMBER: OS1060			
0108	2.00 EA	_____	_____
SURGICAL KNIFE HANDLE #9 DEL 4-3/4IN LOCAL STOCK NUMBER: SU1409			
0109	1.00 EA	_____	_____
US ARMY OSTEOTOME OL 180MM LOCAL STOCK NUMBER: VM81-4831			
0110	1.00 EA	_____	_____
CRANE MALLET BRONZE HEAD FACE 1-3/16IN LOCAL STOCK NUMBER: NL7020			
0111	1.00 EA	_____	_____
BONE FILE, SE, BAYONET, LOCAL STOCK NUMBER: VM88-1501			
0112	1.00 EA	_____	_____
SPRATT CURET OVAL CUP SZ6 10.2MM			

LOCAL STOCK NUMBER: AU6608			
0113	1.00	EA	
SPRATT CURETTE OVALCUP SZ0 3.7MM LOCAL STOCK NUMBER: AU6602			
0114	1.00	EA	
JOSEPH NASAL SAW STR BLADE 1-1/2(3.8CM) LOCAL STOCK NUMBER: RH1860			
0115	2.00	EA	
KEYES SKIN PUNCH DIAMETER 2MM 3-1/2IN LOCAL STOCK NUMBER: SU15300002			
0116	2.00	EA	
KEYES SKIN PUNCH DIAMETER 3MM 3-1/2IN LOCAL STOCK NUMBER: SU15300003			
0117	2.00	EA	
KEYES SKIN PUNCH DIAMETER 4MM 3-1/2IN LOCAL STOCK NUMBER: SU15300004			
0118	2.00	EA	
KEYES SKIN PUNCH DIAMETER 5MM 3-1/2IN LOCAL STOCK NUMBER: SU15300005			
0119	2.00	EA	
KEYES SKIN PUNCH DIAMETER 6MM 3-1/2IN LOCAL STOCK NUMBER: SU15300006			
0120	2.00	EA	
KEYES SKIN PUNCH DIAMETER 8MM 3-1/2IN LOCAL STOCK NUMBER: SU15300008			
0121	6.00	EA	
STRULLY DURAL TWIST HOOK 6-3/4IN LOCAL STOCK NUMBER: VM84-5176			
0122	4.00	EA	
MALTZ RASP IMPROVED DOUBLE ENDED LOCAL STOCK NUMBER: VM88-1596			
0123	1.00	EA	

0134	1.00 EA	_____	_____
PROBE W/EYE SILVER PLATED OVER LGTH 6IN LOCAL STOCK NUMBER: SU10810600			
0135	1.00 EA	_____	_____
PROBE W/EYE SILVER PLATED OVER LGTH 8IN LOCAL STOCK NUMBER: SU10810800			
0136	1.00 EA	_____	_____
PROBE W/EYE SILVER PLATED OVER LGTH 10IN LOCAL STOCK NUMBER: SU10810010			
0137	1.00 EA	_____	_____
ADSON FORCEPS 1X2 TEETH SERR DEL 4-3/4IN LOCAL STOCK NUMBER: NL1400			
0138	1.00 EA	_____	_____
ADSON MICRO FORCEP DEL JAW 1X2 TEETH LOCAL STOCK NUMBER: NL1411			
0139	2.00 EA	_____	_____
TISSUE FORCEPS 1X2 TEETH OVER LGTH 5-3/4 LOCAL STOCK NUMBER: SU2332			
0140	2.00 EA	_____	_____
DRESSING FORCEPS SERR OVERALL LGTH 6IN LOCAL STOCK NUMBER: SU2303			
0141	1.00 EA	_____	_____
DRESSING FORCEPS SERR OVER LGTH 10IN LOCAL STOCK NUMBER: SU2307			
0142	4.00 EA	_____	_____
BACKHAUS TOWEL FORCEPS 5-1/4IN LOCAL STOCK NUMBER: SU2905			
0143	2.00 EA	_____	_____
BUIE PILE CLAMP CVD SERR OVER LGTH 8-1/4 LOCAL STOCK NUMBER: SU1000			
0144	4.00 EA	_____	_____

			PENNINGTON HEMORRHOIDAL FORCEPS 6-1/4IN LOCAL STOCK NUMBER: SU980		
0145	6.00	EA			
			ALLIS MICRO-LN TISS FORCEP 4X5 TTH 5-3/4 LOCAL STOCK NUMBER: SU4048		
0146	2.00	EA			
			KOCHER ARTERY FORCEP STR 1X2 TEETH 5-1/2 LOCAL STOCK NUMBER: SU2790		
0147	6.00	EA			
			PEAN ARTERY FORCEPS 6-1/2IN CVD LOCAL STOCK NUMBER: SU2760		
0148	6.00	EA			
			PEAN MICRO ARTERY FORCEP 5-1/2IN DEL STR LOCAL STOCK NUMBER: SU2749		
0149	6.00	EA			
			PEAN MICRO ARTERY FORCEP 5-1/2IN DEL CVD LOCAL STOCK NUMBER: SU2759		
0150	2.00	EA			
			VITAL CRILE-WOOD NDL HLDR STR JAW 7-1/8 LOCAL STOCK NUMBER: CH2422		
0151	1.00	EA			
			OPERATING SCISSORS CVD SHARP/SHARP 5-3/4 LOCAL STOCK NUMBER: SU1742		
0152	1.00	EA			
			METZ DISSECT SCISSOR DEL CVD-ON-FLAT 7IN LOCAL STOCK NUMBER: SU1945		
0153	1.00	EA			
			MAYO DISSECTING SCISSORS CVD 5-3/4IN LOCAL STOCK NUMBER: SU1810		
0154	1.00	EA			
			MAYO DISSECTING SCISSORS STR 6-3/4IN LOCAL STOCK NUMBER: SU1801		

0155	1.00 EA	_____	_____
METZENBAUM DISSECT SCISSOR CVD BL/BL 7IN LOCAL STOCK NUMBER: MO1600			
0156	1.00 EA	_____	_____
BABY WEITLANER RETR 2X3 PRONG SHRP 4-1/4 LOCAL STOCK NUMBER: OS5532			
0157	1.00 EA	_____	_____
BABY WEITLANER RETR 2X3 PRONG SHRP 4-1/4 LOCAL STOCK NUMBER: OS5532			
0158	8.00 EA	_____	_____
WEITLANER RETR 3X4 BLUNT PRONGS 5-1/2IN LOCAL STOCK NUMBER: SU3110-001			
0159	10.00 EA	_____	_____
PEAN MICRO ARTERY FORCEP 5-1/2IN DEL CVD LOCAL STOCK NUMBER: SU2759			
0160	8.00 EA	_____	_____
ADSON FORCEPS 1X2 TEETH SERR DEL 4-3/4IN LOCAL STOCK NUMBER: NL1400			
0161	4.00 EA	_____	_____
ADSON DRESSING FORCEPS SERR 4-3/4IN LOCAL STOCK NUMBER: NL1410			
0162	4.00 EA	_____	_____
GARDNER NEEDLE HOLDER OVERALL LGTH 6IN LOCAL STOCK NUMBER: SU16085			
0163	4.00 EA	_____	_____
VITAL METZ DISCT SCISSOR CVD BLUNT 5-3/4 LOCAL STOCK NUMBER: RH1651			
0164	4.00 EA	_____	_____
VITAL METZ DISCT SCISSOR STR BLUNT 5-3/4 LOCAL STOCK NUMBER: RH1653			
0165	48.00 EA	_____	_____
HALSTED MOSQUITO FORCEPS 5IN CVD			

LOCAL STOCK NUMBER: SU2702			
0166	24.00 EA	_____	_____
	CRILE ARTERY FORCEPS 5-1/2IN CVD LOCAL STOCK NUMBER: SU2735	—	—
0167	8.00 EA	_____	_____
	JACOBSON MOSQUITO FORCEP DEL CVD JAW 5IN LOCAL STOCK NUMBER: CH8610	—	—
0168	4.00 EA	_____	_____
	MAYO DISSECTING SCISSORS STR 6-3/4IN LOCAL STOCK NUMBER: SU1801	—	—
0169	8.00 EA	_____	_____
	BABCOCK TISSUE HOLDING FORCEPS STD 6-1/4 LOCAL STOCK NUMBER: SU5000	—	—
0170	8.00 EA	_____	_____
	FORCEPS TISSUE ALLIS 4X5 TEETH 6IN LOCAL STOCK NUMBER: SU4054	—	—
0171	4.00 EA	_____	_____
	KNAPP IRIS SCISSORS STR LITE PATTERN 4IN LOCAL STOCK NUMBER: OP5550	—	—
0172	4.00 EA	_____	_____
	KNAPP IRIS SCISSORS CVD LITE PATTERN 4IN LOCAL STOCK NUMBER: OP5551	—	—
0173	16.00 EA	_____	_____
	BACKHAUS TOWEL FORCEPS 5-1/4IN LOCAL STOCK NUMBER: SU2905	—	—
0174	4.00 EA	_____	_____
	USA RETRACTOR DBL-END 8IN 2/ST LOCAL STOCK NUMBER: SU3660	—	—
0175	8.00 EA	_____	_____
	FOERSTER SPONGE FORCEPS STR SMOOTH JAWS LOCAL STOCK NUMBER: GL651	—	—
0176	4.00 EA	_____	_____

					WEITLANER RETR 3X4 BLUNT PRONGS 5-1/2IN LOCAL STOCK NUMBER: SU3110-001			
0177		8.00	EA					
					SENN RETRACTOR SHARP DEL DBL-END 6-1/4IN LOCAL STOCK NUMBER: SU3785			
0178		8.00	EA					
					RAGNELL RETRACTOR DOUBLE-ENDED 6IN LOCAL STOCK NUMBER: OS930			
0179		8.00	EA					
					DEBAKEY TISSUE FORCEPS DEL 1.5MM TIP 6IN LOCAL STOCK NUMBER: CH5893			
0180		4.00	EA					
					DRESSING FORCEPS SERR OVER LGTH 5-1/2IN LOCAL STOCK NUMBER: SU2302			
0181		4.00	EA					
					TISSUE FORCEPS 1X2 TEETH OVER LGTH 5-3/4 LOCAL STOCK NUMBER: SU2332			
0182		8.00	EA					
					ADSON FORCEPS 1X2 TEETH SERR DEL 4-3/4IN LOCAL STOCK NUMBER: NL1400			
0183		8.00	EA					
					ADSON DRESSING FORCEPS SERR 4-3/4IN LOCAL STOCK NUMBER: NL1410			
0184		16.00	EA					
					BACKHAUS TOWEL FORCEPS 5-1/4IN LOCAL STOCK NUMBER: SU2905			
0185		8.00	EA					
					KANTROWITZ THORACIC CLAMP RT ANGLE JAWS LOCAL STOCK NUMBER: CH1721			
0186		8.00	EA					
					PEAN ARTERY FORCEPS 6-1/2IN CVD LOCAL STOCK NUMBER: SU2760			

0187	8.00 EA	_____	_____
OCHSNER ARTERY FORCEPS STR 7-1/4 1X2 TTH LOCAL STOCK NUMBER: SU2802			
0188	24.00 EA	_____	_____
ALLIS TISSUE FORCEPS 5X6 TEETH 6IN LOCAL STOCK NUMBER: SU4055			
0189	24.00 EA	_____	_____
PEAN MICRO ARTERY FORCEP 5-1/2IN DEL CVD LOCAL STOCK NUMBER: SU2759			
0190	8.00 EA	_____	_____
CRILE ARTERY FORCEPS 5-1/2IN STR LOCAL STOCK NUMBER: SU2730			
0191	16.00 EA	_____	_____
HALSTED MOSQUITO FORCEPS 5IN CVD LOCAL STOCK NUMBER: SU2702			
0192	16.00 EA	_____	_____
HALSTED MOSQUITO FORCEPS 5IN STR LOCAL STOCK NUMBER: SU2700			
0193	8.00 EA	_____	_____
VITAL MAYO-HEGAR NEEDLE HOLDER 7IN LOCAL STOCK NUMBER: SU16061			
0194	8.00 EA	_____	_____
GARDNER NEEDLE HOLDER OVERALL LGTH 6IN LOCAL STOCK NUMBER: SU16085			
0195	4.00 EA	_____	_____
VITAL MAYO DISCT SCISSOR STR W/RND BLADE LOCAL STOCK NUMBER: SU1804-002			
0196	4.00 EA	_____	_____
VITAL METZ DISCT SCISSOR CVD BL/BL 7IN LOCAL STOCK NUMBER: MO1601			
0197	4.00 EA	_____	_____

			METZENBAUM DISCT SCISSORS CVD 5-3/4IN LOCAL STOCK NUMBER: RH1650		
0198	4.00	EA			
			STEVENS SUPERCUT CVD 5-1/2IN LOCAL STOCK NUMBER: VM67-0129		
0199	4.00	EA			
			SCISSORS BANDAGE LISTER OVER LGTH 5-1/2 LOCAL STOCK NUMBER: SU2005		
0200	4.00	EA			
			FREER SEPTUM ELEV DBL-END SH/BL 7-3/4IN LOCAL STOCK NUMBER: RH750		
0201	4.00	EA			
			LEMPERT RONGEUR FORCEP LT-MOD SLENDER JW LOCAL STOCK NUMBER: AU11372		
0202	4.00	EA			
			SPRATT CURETTE OVALCUP SZ0 3.7MM LOCAL STOCK NUMBER: AU6602		
0203	4.00	EA			
			KEY PERIOSTEAL ELEVATOR 12.7MM 7-1/2IN LOCAL STOCK NUMBER: OS1079-004		
0204	8.00	EA			
			ADSON FORCEPS 1X2 TEETH SERR DEL 4-3/4IN LOCAL STOCK NUMBER: NL1400		
0205	4.00	EA			
			VITAL MAYO DISCT SCISSOR STR W/RND BLADE LOCAL STOCK NUMBER: SU1804-002		
0206	8.00	EA			
			GARDNER NEEDLE HOLDER OVERALL LGTH 6IN LOCAL STOCK NUMBER: SU16085		
0207	8.00	EA			
			PEAN MICRO ARTERY FORCEP 5-1/2IN DEL CVD LOCAL STOCK NUMBER: SU2759		

0208	4.00 EA	_____	_____
CRILE ARTERY FORCEPS 5-1/2IN STR LOCAL STOCK NUMBER: SU2730			
0209	4.00 EA	_____	_____
SCISSORS BANDAGE LISTER OVER LGTH 5-1/2 LOCAL STOCK NUMBER: SU2005			
0210	16.00 EA	_____	_____
BACKHAUS TOWEL FORCEPS 3-1/2IN LOCAL STOCK NUMBER: SU2900			
0211	8.00 EA	_____	_____
V MUELLER NON-PERF TOWEL FORCEPS 4IN LOCAL STOCK NUMBER: SU2935			
0212	2.00 EA	_____	_____
VANNAS IRIDOCAPSULOTOMY SCISSORS ANG LOCAL STOCK NUMBER: OP5587			
0213	2.00 EA	_____	_____
AIR INJECTION CANNULA BLUNT 30GA LOCAL STOCK NUMBER: OP2066			
0214	2.00 EA	_____	_____
KELLY DECEMET MEMBRANE PUNCH LOCAL STOCK NUMBER: OP0919-301			
0215	2.00 EA	_____	_____
PIERSE COLIBRI CORNEAL FORCEPS 0.12MM TIP LOCAL STOCK NUMBER: OP3309-004			
0216	2.00 EA	_____	_____
SUTURE FORCEPS MCPHERSON-PIERCE 85MM LOCAL STOCK NUMBER: OP3497			
0217	2.00 EA	_____	_____
TENNET FORCEP TITAN TYING STR SHFT 6.5MM LOCAL STOCK NUMBER: OP0916-201			
0218	2.00 EA	_____	_____
WESCOTT TYPE STITCH SCISSORS 4-3/8IN			

LOCAL STOCK NUMBER: OP5668			
0219	2.00 EA	_____	_____
CASTROVIEJO EYE NDL HOLDER CVD W/O CATCH LOCAL STOCK NUMBER: OP7413-005		—	—
0220	4.00 EA	_____	_____
GILL IRIS FORCEPS 3IN W/O TEETH DEL LOCAL STOCK NUMBER: OP3424		—	—
0221	2.00 EA	_____	_____
HALSTED MICRO ARTERY FORCEPS CVD 5IN LOCAL STOCK NUMBER: SU2699		—	—
0222	2.00 EA	_____	_____
BOETTCHER TONSIL ART FORCEPS SLT CVD JAW LOCAL STOCK NUMBER: MO1700		—	—
0223	4.00 EA	_____	_____
VITAL CRILE-WOOD NDL HLDR STR JAW 7-1/8 LOCAL STOCK NUMBER: CH2422		—	—
0224	1.00 EA	_____	_____
VITAL MAYO DISCT SCISSOR STR W/RND BLADE LOCAL STOCK NUMBER: SU1804-002		—	—
0225	2.00 EA	_____	_____
RING RETRACTOR BLDE #5 LEFT 3-3/4X1-1/2 LOCAL STOCK NUMBER: MO177		—	—
0226	2.00 EA	_____	_____
ROSENMUELLER FOSSAE CURETTE SZ 8MM 9IN LOCAL STOCK NUMBER: RH4440		—	—
0227	2.00 EA	_____	_____
BALLENGER SPONGE FORCEP CVD SERR JAW 7IN LOCAL STOCK NUMBER: MO1780		—	—
0228	2.00 EA	_____	_____
METZENBAUM DISSECT SCISSOR CVD BL/BL 7IN LOCAL STOCK NUMBER: MO1600		—	—
0229	4.00 EA	_____	_____

				—	—
		MICROVASCULAR T/C NEEDLE HOLDER 9IN LOCAL STOCK NUMBER: VM61-3574			
0230	3.00 EA		—	—	
		BRAWLEY SCLERAL WOUND RETR LIGHT DEL LOCAL STOCK NUMBER: OP370			
0231	1.00 EA		—	—	
		SENN RETRACTOR SHARP DEL DBL-END 6-1/4IN LOCAL STOCK NUMBER: SU3785			
0232	6.00 EA		—	—	
		SNGL PRONG MICRO HOOK LG SHARP TIP 2MM LOCAL STOCK NUMBER: RH1145-002			
0233	6.00 EA		—	—	
		LISTER CONJUNCT FORCEPS 1X2 TEETH 3-5/8 LOCAL STOCK NUMBER: OP3150			
0234	2.00 EA		—	—	
		ALLIS MICRO-LN TISS FORCEP 4X5 TTH 5-3/4 LOCAL STOCK NUMBER: SU4048			
0235	3.00 EA		—	—	
		SCISSORS BANDAGE LISTER OVER LGTH 5-1/2 LOCAL STOCK NUMBER: SU2005			
0236	3.00 EA		—	—	
		STEVENS TENOTOMY SCISSORS CVD 4IN LOCAL STOCK NUMBER: OP5690			
0237	3.00 EA		—	—	
		KNAPP STRABISMUS SCISSORS CVD BL/BL 4IN LOCAL STOCK NUMBER: OP5710			
0238	3.00 EA		—	—	
		LEMPERT CURETTE OVAL CUP SZ 1 3.6X5.1MM LOCAL STOCK NUMBER: AU11312			
0239	3.00 EA		—	—	
		RUSKIN MINI RONGEUR CVD 3X15MM BITE 6IN LOCAL STOCK NUMBER: AU6784-002			

0240	3.00 EA	_____	_____
	LISTON-STILLE BONE CUT FORCEP DBLACT CVD LOCAL STOCK NUMBER: OS4710	—	—
0241	12.00 EA	_____	_____
	PEAN MICRO ARTERY FORCEP 5-1/2IN DEL CVD LOCAL STOCK NUMBER: SU2759	—	—
0242	8.00 EA	_____	_____
	PEAN ARTERY FORCEPS 6-1/2IN CVD LOCAL STOCK NUMBER: SU2760	—	—
0243	4.00 EA	_____	_____
	MCHENRY TONSIL ARTERY/SPONGE FORCEPS 8IN LOCAL STOCK NUMBER: MO1720	—	—
0244	12.00 EA	_____	_____
	ALLIS TISSUE FORCEPS 5X6 TEETH 6IN LOCAL STOCK NUMBER: SU4055	—	—
0245	2.00 EA	_____	_____
	OCHSNER ARTERY FORCEPS STR 7-1/4 1X2 TTH LOCAL STOCK NUMBER: SU2802	—	—
0246	2.00 EA	_____	_____
	VITAL MAYO-HEGAR NEEDLE HOLDER 6IN LOCAL STOCK NUMBER: SU16060	—	—
0247	2.00 EA	_____	_____
	RICHARDSON-EASTMAN RETR LARGE DBL-END LOCAL STOCK NUMBER: SU3490-002	—	—
0248	20.00 EA	_____	_____
	BACKHAUS TOWEL FORCEPS 5-1/4IN LOCAL STOCK NUMBER: SU2905	—	—
0249	2.00 EA	_____	_____
	KNAPP IRIS SCISSORS CVD LITE PATTERN 4IN LOCAL STOCK NUMBER: OP5551	—	—
0250	1.00 EA	_____	_____
		—	—

WEBSTER NEEDLE HOLDER LT SMOOTH JAW 5IN LOCAL STOCK NUMBER: RH2560			
0251	2.00 EA	_____	_____
AUFRICHT GLABELLAR RASP BLADE 20X7.3MM LOCAL STOCK NUMBER: RH2091		—	—
0252	2.00 EA	_____	_____
AUFRICHT GLABELLAR RASP 20X7.3MMBLDE 7IN LOCAL STOCK NUMBER: RH2090		—	—
		GRAND TOTAL	_____

B.4 STATEMENT OF WORK

PURPOSE

The purpose is to provide CareFusion instruments and supplies for the WG (Bill) Hefner VA Medical Center; 1601 Brenner Ave, Salisbury, NC 28144.

SCOPE:

The Contractor shall provide all listed equipment. All products must meet the salient characteristics defined below. Items will be delivered according to quoted proposal procedural setups appropriately labeled and ready for sterile processing. Facility is to identify silicone rail colors for procedural cassettes prior to order being awarded and shipped.

SALIENT CHARACTERISTICS

CH7304	DEBAKEY SATINSKY CLAMP LARGE JAW 10IN	1
CH7302	DEBAKEY SATINSKY CLAMP MEDIUM JAW10IN	1
CH6098	DEBAKEY RING-HNDL BULLDOG STR ANGLE JAW	1
CH6198	COOLEY PERIPH VASC CLAMP 3.5CM JAW 55DEG	2
CH7304	DEBAKEY SATINSKY CLAMP LARGE JAW 10IN	1
CH7302	DEBAKEY SATINSKY CLAMP MEDIUM JAW10IN	1
MO1700	BOETTCHER TONSIL ART FORCEPS SLT CVD JAW	2
SU2760	PEAN ARTERY FORCEPS 6-1/2IN CVD	2
SU4055	ALLIS TISSUE FORCEPS 5X6 TEETH 6IN	2
SU16061	VITAL MAYO-HEGAR NEEDLE HOLDER 7IN	2

MO1700	BOETTCHER TONSIL ART FORCEPS SLT CVD JAW	2
SU2802	OCHSNER ARTERY FORCEPS STR 7-1/4 1X2 TTH	2
SU3490-002	RICHARDSON-EASTMAN RETR LARGE DBL-END	2
MO1700	BOETTCHER TONSIL ART FORCEPS SLT CVD JAW	2
SU2759	PEAN MICRO ARTERY FORCEP 5-1/2IN DEL CVD	6
SU16061	VITAL MAYO-HEGAR NEEDLE HOLDER 7IN	1
MO1700	BOETTCHER TONSIL ART FORCEPS SLT CVD JAW	2
SU2760	PEAN ARTERY FORCEPS 6-1/2IN CVD	6
SU4055	ALLIS TISSUE FORCEPS 5X6 TEETH 6IN	6
SU2759	PEAN MICRO ARTERY FORCEP 5-1/2IN DEL CVD	4
SU16061	VITAL MAYO-HEGAR NEEDLE HOLDER 7IN	2
SU1804-002	VITAL MAYO DISCT SCISSOR STR W/RND BLADE	1
VM81-8942	VOLKMANN CURETTE, DOUBLE ENDED OVAL/ ROUND	1
SU2333	TISSUE FORCEPS 1X2 TEETH OVER LENGTH 6IN	1
RH1135	NASAL TENAC DBL HOOK PRONGS 10MM APART	1
VM81-8942	VOLKMANN CURETTE, DOUBLE ENDED OVAL/ ROUND	1
OS4640	LISTON BONE CUTTING FORCEPS STR 5-1/2IN	1
AU6700	ANDREWS-HARTMANN RONGEUR FORCEPS 5-5/8IN	1
AU6720	BANE RONGEUR FORCEPS CVD JAW TAPER 6-7/8	1
OS4723-002	KLEINERT-KUTZ BONE CUT FORCEP DBLACT CVD	1
RH2040	COTTLE RASP OR SWEEPER DOWN-CUT 8-3/8IN	1
RH2050	MALTZ NASAL RASP DOWNCUT BLADE 35X8MM	1
RH750	FREER SEPTUM ELEV DBL-END SH/BL 7-3/4IN	1
VM81-8942	VOLKMANN CURETTE, DOUBLE ENDED OVAL/ ROUND	1
VM104-1685	SAYRE DBL ENDED ELEV BLUNT 6-1/2IN	1
RH1135	NASAL TENAC DBL HOOK PRONGS 10MM APART	2

NL1300	DAVIS BRAIN RETRACTOR 1/2IN W 7-1/2IN	1
SU2303	DRESSING FORCEPS SERR OVERALL LGTH 6IN	1
SU2333	TISSUE FORCEPS 1X2 TEETH OVER LENGTH 6IN	1
SU2504	BROWN-ADSON TISSUE FORCEP 7X8TEETH 4-7/8	2
SU2800	OCHSNER ARTERY FORCEPS STR 6-1/4 1X2 TTH	1
SU2722	KELLY ARTERY FORCEPS 5-1/2IN CVD	1
OP7510	DERF EYE NDL HOLDER SERR STR JAW 4-3/4IN	1
SU16061	VITAL MAYO-HEGAR NEEDLE HOLDER 7IN	1
SU2005	SCISSORS BANDAGE LISTER OVER LGTH 5-1/2	1
SU1810	MAYO DISSECTING SCISSORS CVD 5-3/4IN	1
SU1800	MAYO DISSECTING SCISSORS STR 5-3/4IN	1
SU1862	MAYO-NOBLE DISSECT SCISSORS CVD 6-3/4IN	1
SU1872	SISTRUNK DISSECT SCISSORS SERR CVD 5-1/2	1
32-0750	METZENBAUM D-EDGE SCISSORS CVD 7IN(18CM)	1
32-2820	WIRE/PIN D-TIP CUTTER 2.5MMDIAWIRE 8-3/4	1
OS3081-003	VITAL WIRE EXTRACT PLIER DBL-ACT JAW 6MM	1
AU6608	SPRATT CURET OVAL CUP SZ6 10.2MM	1
AU6602	SPRATT CURETTE OVALCUP SZ0 3.7MM	1
VM84-5176	STRULLY DURAL TWIST HOOK 1.25MM	6
VM88-1596	MALTZ RASP IMPROVED DOUBLE ENDED	1
GL1220	DESCHAMPS-NAVRATIL LIGATURE CVD LEFT NDL	1
VM81-4831	US ARMY OSTEOTOME OL 180MM	1
SU2800	OCHSNER ARTERY FORCEPS STR 6-1/4 1X2 TTH	16
SU2333	TISSUE FORCEPS 1X2 TEETH OVER LENGTH 6IN	6
SU16061	VITAL MAYO-HEGAR NEEDLE HOLDER 7IN	2
SP83	SHAFT, SP, ERG TA	4

256.99300U	LOCKING HANDLE W/INSULATION & CAUTERY	8
SP83	SHAFT, SP, ERG TA	4
SP8301	SCISSORS INSERT, CVD METZ, 36CM, 10/BOX	2
SP8324	CURVED LEFT NDL HOLDER D-JAW INSERT ONLY	4
OP3308-003	CASTRO CORNEAL SUT FORCEPS STR 0.5M TTH	1
OP5526	VITAL KNAPP IRIS SCISSORS STR SHARP/SHRP	1
OP7412	CASTROVIEJO EYE NEEDLE HOLDER DEL STR	1
VM91-5513	ARRUGA CAPSULE FCPS, NEW	1
OP3308-003	CASTRO CORNEAL SUT FORCEPS STR 0.5M TTH	1
OP7412	CASTROVIEJO EYE NEEDLE HOLDER DEL STR	1
VM91-5513	ARRUGA CAPSULE FCPS, NEW	1
SU2905	BACKHAUS TOWEL FORCEPS 5-1/4IN	4
SU2700	HALSTED MOSQUITO FORCEPS 5IN STR	2
SU2702	HALSTED MOSQUITO FORCEPS 5IN CVD	1
RH1145-002	SNGL PRONG MICRO HOOK LG SHARP TIP 2MM	2
RH2561	VITAL WEBSTER NDL HOLDER SMTH JAW 4-3/4	2
OP7412	CASTROVIEJO EYE NEEDLE HOLDER DEL STR	2
NL1400	ADSON FORCEPS 1X2 TEETH SERR DEL 4-3/4IN	1
NL1410	ADSON DRESSING FORCEPS SERR 4-3/4IN	1
OP3410	BISHOP-HARMAN IRIS FORCEPS STD 1X2 TEETH	1
OP3308-003	CASTRO CORNEAL SUT FORCEPS STR 0.5M TTH	2
OP3301	CASTROVIEJO CORNEO FORCEPS 1X2 0.9MM TTH	1
OP3150	LISTER CONJUNCT FORCEPS 1X2 TEETH 3-5/8	1
VM91-5513	ARRUGA CAPSULE FCPS, NEW	2
OP2710	CASTROVIEJO CALIPER STR 3-1/4W/THUMBSRCW	1
OP5666	WESCOTT TYPE UTILITY SCISSORS 5IN	2

OP5795	OCULAR SCISSORS CVD SHARP 4IN	1
OP5525	VITAL KNAPP IRIS SCISSORS CVD SHARP/SHRP	1
OP5526	VITAL KNAPP IRIS SCISSORS STR SHARP/SHRP	1
RH1600	PLASTIC UTILITY SCISSORS STR SH/SH 5IN	1
OS930	RAGNELL RETRACTOR DOUBLE-ENDED 6IN	2
OP192	DESMARRES LID RETR SMALL #1 12MM WIDE	1
OP191	DESMARRES LID RETR MEDIUM #2 13MM WIDE	1
SU3110-001	WEITLANER RETR 3X4 BLUNT PRONGS 5-1/2IN	8
SU2302	DRESSING FORCEPS SERR OVER LGTH 5-1/2IN	1
SU2759	PEAN MICRO ARTERY FORCEP 5-1/2IN DEL CVD	6
OP3308-004	CASTRO CORNEAL SUT FORCEPS STR 1.5M TTH	1
32-0169	OLSEN HEGAR D-JAW NDL HLDR 7000JAW 4-1/2	1
RH1135	NASAL TENAC DBL HOOK PRONGS 10MM APART	1
RH1135	NASAL TENAC DBL HOOK PRONGS 10MM APART	1
OP3308-004	CASTRO CORNEAL SUT FORCEPS STR 1.5M TTH	1
EBP13100-25S	NON-STICK, ADSON BIPOLAR FORCEPS/2013	1
GL1220	DESCHAMPS-NAVRATIL LIGATURE CVD LEFT NDL	2
SU3552-01	VOLKMANN RETRACTOR BLUNT 4 PRONG 8-3/4IN	3
OS1060	LAMBOTTE OSTEOTOMES STR 9IN 6/SET	1
SU1409	SURGICAL KNIFE HANDLE #9 DEL 4-3/4IN	2
VM81-4831	US ARMY OSTEOTOME OL 180MM	1
NL7020	CRANE MALLET BRONZE HEAD FACE 1-3/16IN	1
VM88-1501	BONE FILE, SE, BAYONET,	1
AU6608	SPRATT CURET OVAL CUP SZ6 10.2MM	1
AU6602	SPRATT CURETTE OVALCUP SZ0 3.7MM	1

RH1860	JOSEPH NASAL SAW STR BLADE 1-1/2(3.8CM)	1
SU15300002	KEYES SKIN PUNCH DIAMETER 2MM 3-1/2IN	2
SU15300003	KEYES SKIN PUNCH DIAMETER 3MM 3-1/2IN	2
SU15300004	KEYES SKIN PUNCH DIAMETER 4MM 3-1/2IN	2
SU15300005	KEYES SKIN PUNCH DIAMETER 5MM 3-1/2IN	2
SU15300006	KEYES SKIN PUNCH DIAMETER 6MM 3-1/2IN	2
SU15300008	KEYES SKIN PUNCH DIAMETER 8MM 3-1/2IN	2
VM84-5176	STRULLY DURAL TWIST HOOK 6-3/4IN	6
VM88-1596	MALTZ RASP IMPROVED DOUBLE ENDED	4
SU16080	HEGAR-BAUMGARTNER NEEDLE HOLDER SERR JAW	1
SU164	SAWYER RECTAL RETR 7/8"X2 1/2" LGTH 11"	1
SU165	SAWYER RECTAL RETR 1-1/8"X3" 11" MED	1
SU166	SAWYER RECTAL RETR LRG LGTH 11"(27.9CM)	1
SU110	PRATT RECTAL SPEC REG SZ BLADE 3-1/2X1IN	1
SU60	BRINKERHOFF RECTAL SPEC LG 3/4X1-1/4IN	1
SU220	FANSLER PROCTOSCOPE DIA 1-1/3IN(3.3CM)	1
SU210	CHELSEA EATON ANAL SPEC SMALL 7/8IN DIA	1
GL300	SIMS VAG SPEC DBL-END BLADE 1X1-1/16IN	1
GL651	FOERSTER SPONGE FORCEPS STR SMOOTH JAWS	2
SU740	LARRY RECTAL DIRECTOR GROOVED 6IN	1
SU10810600	PROBE W/EYE SILVER PLATED OVER LGTH 6IN	1
SU10810800	PROBE W/EYE SILVER PLATED OVER LGTH 8IN	1
SU10810010	PROBE W/EYE SILVER PLATED OVER LGTH 10IN	1
NL1400	ADSON FORCEPS 1X2 TEETH SERR DEL 4-3/4IN	1
NL1411	ADSON MICRO FORCEP DEL JAW 1X2 TEETH	1
SU2332	TISSUE FORCEPS 1X2 TEETH OVER LGTH 5-3/4	2

SU2303	DRESSING FORCEPS SERR OVERALL LGTH 6IN	2
SU2307	DRESSING FORCEPS SERR OVER LGTH 10IN	1
SU2905	BACKHAUS TOWEL FORCEPS 5-1/4IN	4
SU1000	BUIE PILE CLAMP CVD SERR OVER LGTH 8-1/4	2
SU980	PENNINGTON HEMORRHOIDAL FORCEPS 6-1/4IN	4
SU4048	ALLIS MICRO-LN TISS FORCEP 4X5 TTH 5-3/4	6
SU2790	KOCHER ARTERY FORCEP STR 1X2 TEETH 5-1/2	2
SU2760	PEAN ARTERY FORCEPS 6-1/2IN CVD	6
SU2749	PEAN MICRO ARTERY FORCEP 5-1/2IN DEL STR	6
SU2759	PEAN MICRO ARTERY FORCEP 5-1/2IN DEL CVD	6
CH2422	VITAL CRILE-WOOD NDL HLDR STR JAW 7-1/8	2
SU1742	OPERATING SCISSORS CVD SHARP/SHARP 5-3/4	1
SU1945	METZ DISSECT SCISSOR DEL CVD-ON-FLAT 7IN	1
SU1810	MAYO DISSECTING SCISSORS CVD 5-3/4IN	1
SU1801	MAYO DISSECTING SCISSORS STR 6-3/4IN	1
MO1600	METZENBAUM DISSECT SCISSOR CVD BL/BL 7IN	1
OS5532	BABY WEITLANER RETR 2X3 PRONG SHRP 4-1/4	1
OS5532	BABY WEITLANER RETR 2X3 PRONG SHRP 4-1/4	1
SU3110-001	WEITLANER RETR 3X4 BLUNT PRONGS 5-1/2IN	8
SU2759	PEAN MICRO ARTERY FORCEP 5-1/2IN DEL CVD	10
NL1400	ADSON FORCEPS 1X2 TEETH SERR DEL 4-3/4IN	8
NL1410	ADSON DRESSING FORCEPS SERR 4-3/4IN	4
SU16085	GARDNER NEEDLE HOLDER OVERALL LGTH 6IN	4
RH1651	VITAL METZ DISCT SCISSOR CVD BLUNT 5-3/4	4
RH1653	VITAL METZ DISCT SCISSOR STR BLUNT 5-3/4	4
SU2702	HALSTED MOSQUITO FORCEPS 5IN CVD	48

SU2735	CRILE ARTERY FORCEPS 5-1/2IN CVD	24
CH8610	JACOBSON MOSQUITO FORCEP DEL CVD JAW 5IN	8
SU1801	MAYO DISSECTING SCISSORS STR 6-3/4IN	4
SU5000	BABCOCK TISSUE HOLDING FORCEPS STD 6-1/4	8
SU4054	FORCEPS TISSUE ALLIS 4X5 TEETH 6IN	8
OP5550	KNAPP IRIS SCISSORS STR LITE PATTERN 4IN	4
OP5551	KNAPP IRIS SCISSORS CVD LITE PATTERN 4IN	4
SU2905	BACKHAUS TOWEL FORCEPS 5-1/4IN	16
SU3660	USA RETRACTOR DBL-END 8IN 2/ST	4
GL651	FOERSTER SPONGE FORCEPS STR SMOOTH JAWS	8
SU3110-001	WEITLANER RETR 3X4 BLUNT PRONGS 5-1/2IN	4
SU3785	SENN RETRACTOR SHARP DEL DBL-END 6-1/4IN	8
OS930	RAGNELL RETRACTOR DOUBLE-ENDED 6IN	8
CH5893	DEBAKEY TISSUE FORCEPS DEL 1.5MM TIP 6IN	8
SU2302	DRESSING FORCEPS SERR OVER LGTH 5-1/2IN	4
SU2332	TISSUE FORCEPS 1X2 TEETH OVER LGTH 5-3/4	4
NL1400	ADSON FORCEPS 1X2 TEETH SERR DEL 4-3/4IN	8
NL1410	ADSON DRESSING FORCEPS SERR 4-3/4IN	8
SU2905	BACKHAUS TOWEL FORCEPS 5-1/4IN	16
CH1721	KANTROWITZ THORACIC CLAMP RT ANGLE JAWS	8
SU2760	PEAN ARTERY FORCEPS 6-1/2IN CVD	8
SU2802	OCHSNER ARTERY FORCEPS STR 7-1/4 1X2 TTH	8
SU4055	ALLIS TISSUE FORCEPS 5X6 TEETH 6IN	24
SU2759	PEAN MICRO ARTERY FORCEP 5-1/2IN DEL CVD	24
SU2730	CRILE ARTERY FORCEPS 5-1/2IN STR	8
SU2702	HALSTED MOSQUITO FORCEPS 5IN CVD	16

SU2700	HALSTED MOSQUITO FORCEPS 5IN STR	16
SU16061	VITAL MAYO-HEGAR NEEDLE HOLDER 7IN	8
SU16085	GARDNER NEEDLE HOLDER OVERALL LGTH 6IN	8
SU1804-002	VITAL MAYO DISCT SCISSOR STR W/RND BLADE	4
MO1601	VITAL METZ DISCT SCISSOR CVD BL/BL 7IN	4
RH1650	METZENBAUM DISCT SCISSORS CVD 5-3/4IN	4
VM67-0129	STEVENS SUPERCUT CVD 5-1/2IN	4
SU2005	SCISSORS BANDAGE LISTER OVER LGTH 5-1/2	4
RH750	FREER SEPTUM ELEV DBL-END SH/BL 7-3/4IN	4
AU11372	LEMPERT RONGEUR FORCEP LT-MOD SLENDER JW	4
AU6602	SPRATT CURETTE OVALCUP SZO 3.7MM	4
OS1079-004	KEY PERIOSTEAL ELEVATOR 12.7MM 7-1/2IN	4
NL1400	ADSON FORCEPS 1X2 TEETH SERR DEL 4-3/4IN	8
SU1804-002	VITAL MAYO DISCT SCISSOR STR W/RND BLADE	4
SU16085	GARDNER NEEDLE HOLDER OVERALL LGTH 6IN	8
SU2759	PEAN MICRO ARTERY FORCEP 5-1/2IN DEL CVD	8
SU2730	CRILE ARTERY FORCEPS 5-1/2IN STR	4
SU2005	SCISSORS BANDAGE LISTER OVER LGTH 5-1/2	4
SU2900	BACKHAUS TOWEL FORCEPS 3-1/2IN	16
SU2935	V MUELLER NON-PERF TOWEL FORCEPS 4IN	8
OP5587	VANNAS IRIDOCAPSULOTOMY SCISSORS ANG	2
OP2066	AIR INJECTION CANNULA BLUNT 30GA	2
OP0919-301	KELLY DECEMET MEMBRANE PUNCH	2
OP3309-004	PIERSE COLIBRI CORNEAL FORCEPS 0.12MM TIP	2
OP3497	SUTURE FORCEPS MCPHERSON-PIERCE 85MM	2
OP0916-201	TENNET FORCEP TITAN TYING STR SHFT 6.5MM	2

OP5668	WESCOTT TYPE STITCH SCISSORS 4-3/8IN	2
OP7413-005	CASTROVIEJO EYE NDL HOLDER CVD W/O CATCH	2
OP3424	GILL IRIS FORCEPS 3IN W/O TEETH DEL	4
SU2699	HALSTED MICRO ARTERY FORCEPS CVD 5IN	2
MO1700	BOETTCHER TONSIL ART FORCEPS SLT CVD JAW	2
CH2422	VITAL CRILE-WOOD NDL HLDR STR JAW 7-1/8	4
SU1804-002	VITAL MAYO DISCT SCISSOR STR W/RND BLADE	1
MO177	RING RETRACTOR BLDE #5 LEFT 3-3/4X1-1/2	2
RH4440	ROSENMUELLER FOSSAE CURETTE SZ 8MM 9IN	2
MO1780	BALLENGER SPONGE FORCEP CVD SERR JAW 7IN	2
MO1600	METZENBAUM DISSECT SCISSOR CVD BL/BL 7IN	2
VM61-3574	MICROVASCULAR T/C NEEDLE HOLDER 9IN	4
OP370	BRAWLEY SCLERAL WOUND RETR LIGHT DEL	3
SU3785	SENN RETRACTOR SHARP DEL DBL-END 6-1/4IN	1
RH1145-002	SNGL PRONG MICRO HOOK LG SHARP TIP 2MM	6
OP3150	LISTER CONJUNCT FORCEPS 1X2 TEETH 3-5/8	6
SU4048	ALLIS MICRO-LN TISS FORCEP 4X5 TTH 5-3/4	2
SU2005	SCISSORS BANDAGE LISTER OVER LGTH 5-1/2	3
OP5690	STEVENS TENOTOMY SCISSORS CVD 4IN	3
OP5710	KNAPP STRABISMUS SCISSORS CVD BL/BL 4IN	3
AU11312	LEMPERT CURETTE OVAL CUP SZ 1 3.6X5.1MM	3
AU6784-002	RUSKIN MINI RONGEUR CVD 3X15MM BITE 6IN	3
OS4710	LISTON-STILLE BONE CUT FORCEP DBLACT CVD	3
SU2759	PEAN MICRO ARTERY FORCEP 5-1/2IN DEL CVD	12
SU2760	PEAN ARTERY FORCEPS 6-1/2IN CVD	8
MO1720	MCHENRY TONSIL ARTERY/SPONGE FORCEPS 8IN	4

SU4055	ALLIS TISSUE FORCEPS 5X6 TEETH 6IN	12
SU2802	OCHSNER ARTERY FORCEPS STR 7-1/4 1X2 TTH	2
SU16060	VITAL MAYO-HEGAR NEEDLE HOLDER 6IN	2
SU3490-002	RICHARDSON-EASTMAN RETR LARGE DBL-END	2
SU2905	BACKHAUS TOWEL FORCEPS 5-1/4IN	20
OP5551	KNAPP IRIS SCISSORS CVD LITE PATTERN 4IN	2
RH2560	WEBSTER NEEDLE HOLDER LT SMOOTH JAW 5IN	1
RH2091	AUFRICHT GLABELLAR RASP BLADE 20X7.3MM	2
RH2090	AUFRICHT GLABELLAR RASP 20X7.3MMBLDE 7IN	2

B.5 DELIVERY SCHEDULE

ITEM NUMBER	QUANTITY	DELIVERY DATE
0001		
SHIP TO: WG (Bill) Hefner VA Medical Center - Salisbury, NC 1601 Brenner Ave Salisbury, NC, 28144 USA		
MARK FOR: Stephanie Stephens 704-638-9000 x 12740 Stephanie.Stephens@va.gov		

SECTION C - CONTRACT CLAUSES

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

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

The following clauses are incorporated into 52.212-4 as an addendum to this contract:

C.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

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

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

(End of Clause)

<u>FAR Number</u>	<u>Title</u>	<u>Date</u>
52.203-17	CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS	APR 2014
52.232-40	PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS	DEC 2013

C.2 52.203-19 PROHIBITION ON REQUIRING CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS OR STATEMENTS (JAN 2017)

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

Internal confidentiality agreement or statement means a confidentiality agreement or any other written statement that the contractor requires any of its employees or subcontractors to sign regarding nondisclosure of contractor information, except that it does not include confidentiality agreements arising out of civil litigation or confidentiality agreements that contractor employees or subcontractors sign at the behest of a Federal agency.

Subcontract means any contract as defined in subpart 2.1 entered into by a subcontractor to furnish supplies or services for performance of a prime contract or a subcontract. It includes but is not limited to purchase orders, and changes and modifications to purchase orders.

Subcontractor means any supplier, distributor, vendor, or firm (including a consultant) that furnishes supplies or services to or for a prime contractor or another subcontractor.

(b) The Contractor shall 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).

(c) The Contractor shall notify current employees and subcontractors that prohibitions and restrictions of any preexisting internal confidentiality agreements or statements covered by this clause, to the extent that such prohibitions and restrictions are inconsistent with the prohibitions of this clause, are no longer in effect.

(d) The prohibition in paragraph (b) of this clause 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.

(e) 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) use of funds appropriated (or otherwise made available) is prohibited, if the Government determines that the Contractor is not in compliance with the provisions of this clause.

(f) The Contractor shall include the substance of this clause, including this paragraph (f), in subcontracts under such contracts.

(End of Clause)

C.3 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.4 VAAR 852.232-72 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS (NOV 2012)

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

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

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

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

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

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

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

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

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

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

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

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

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

(1) Awards made to foreign vendors for work performed outside the United States;

(2) Classified contracts or purchases when electronic submission and processing of payment requests could compromise the safeguarding of classified or privacy information;

(3) Contracts awarded by contracting officers in the conduct of emergency operations, such as responses to national emergencies;

(4) Solicitations or contracts in which the designated agency office is a VA entity other than the VA Financial Services Center in Austin, Texas; or

(5) Solicitations or contracts in which the VA designated agency office does not have electronic invoicing capability as described above.

(End of Clause)

C.5 VAAR 852.237-70 CONTRACTOR RESPONSIBILITIES (APR 1984)

The contractor shall obtain all necessary licenses and/or permits required to perform this work. He/she shall take all reasonable precautions necessary to protect persons and property from injury or damage during the performance of this contract. He/she shall be responsible for any injury to himself/herself, his/her employees, as well as for any damage to personal or public property that occurs during the performance of this contract that is caused by his/her employees fault or negligence, and shall maintain personal liability and property damage insurance having coverage for a limit as required by the laws of the State of North Carolina. Further, it is agreed that any negligence of the Government, its officers,

agents, servants and employees, shall not be the responsibility of the contractor hereunder with the regard to any claims, loss, damage, injury, and liability resulting there from.

(End of Clause)

C.6 VAAR 852.246-70 GUARANTEE (JAN 2008)

The contractor guarantees the equipment against defective material, workmanship and performance for a period of one (1) year, said guarantee to run from date of acceptance of the equipment by the Government. The contractor agrees to furnish, without cost to the Government, replacement of all parts and material that are found to be defective during the guarantee period. Replacement of material and parts will be furnished to the Government at the point of installation, if installation is within the continental United States, or f.o.b. the continental U.S. port to be designated by the contracting officer if installation is outside of the continental United States. Cost of installation of replacement material and parts shall be borne by the contractor.

(End of Clause)

C.7 VAAR 852.246-71 INSPECTION (JAN 2008)

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

(End of Clause)

(End of Addendum to 52.212-4)

C.8 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS—COMMERCIAL ITEMS (JAN 2017)

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

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

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

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

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

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

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

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

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

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

(5) [Reserved]

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

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

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

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

(10) [Reserved]

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

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

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

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

(13) [Reserved]

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

(ii) Alternate I (NOV 2011).

(iii) Alternate II (NOV 2011).

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

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

- (iii) Alternate II (Mar 2004) of 52.219-7.
- (16) 52.219-8, Utilization of Small Business Concerns (NOV 2016) (15 U.S.C. 637(d)(2) and (3)).
- (17)(i) 52.219-9, Small Business Subcontracting Plan (JAN 2017) (15 U.S.C. 637(d)(4)).
- (ii) Alternate I (NOV 2016) of 52.219-9.
- (iii) Alternate II (NOV 2016) of 52.219-9.
- (iv) Alternate III (NOV 2016) of 52.219-9.
- (v) Alternate IV (NOV 2016) of 52.219-9.
- (18) 52.219-13, Notice of Set-Aside of Orders (NOV 2011) (15 U.S.C. 644(r)).
- (19) 52.219-14, Limitations on Subcontracting (JAN 2017) (15 U.S.C. 637(a)(14)).
- (20) 52.219-16, Liquidated Damages—Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).
- (21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (NOV 2011) (15 U.S.C. 657f).
- (22) 52.219-28, Post Award Small Business Program 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)).
- (25) 52.222-3, Convict Labor (June 2003) (E.O. 11755).
- (26) 52.222–19, Child Labor—Cooperation with Authorities and Remedies (OCT 2016) (E.O. 13126).
- (27) 52.222-21, Prohibition of Segregated Facilities (APR 2015).
- (28) 52.222–26, Equal Opportunity (SEP 2016) (E.O. 11246).
- (29) 52.222-35, Equal Opportunity for Veterans (OCT 2015) (38 U.S.C. 4212).
- (30) 52.222-36, Equal Opportunity for Workers with Disabilities (JUL 2014) (29 U.S.C. 793).
- (31) 52.222-37, Employment Reports on Veterans (FEB 2016) (38 U.S.C. 4212).
- (32) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496).
- (33)(i) 52.222-50, Combating Trafficking in Persons (MAR 2015) (22 U.S.C. chapter 78 and E.O. 13627).
- (ii) Alternate I (MAR 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).

(34) 52.222-54, Employment Eligibility Verification (OCT 2015). (E. O. 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)

(35) 52.222-59, Compliance with Labor Laws (Executive Order 13673) (OCT 2016). (Applies at \$50 million for solicitations and resultant contracts issued from October 25, 2016 through April 24, 2017; applies at \$500,000 for solicitations and resultant contracts issued after April 24, 2017).

Note to paragraph (b)(35): By a court order issued on October 24, 2016, 52.222-59 is enjoined indefinitely as of the date of the order. The enjoined paragraph will become effective immediately if the court terminates the injunction. At that time, DoD, GSA, and NASA will publish a document in the **Federal Register** advising the public of the termination of the injunction.

(36) 52.222-60, Paycheck Transparency (Executive Order 13673) (OCT 2016).

(37)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (May 2008) (42 U.S.C.6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

(38) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (JUN 2016) (E.O. 13693).

(39) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (JUN 2016) (E.O. 13693).

(ii) Alternate I (MAY 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

(40)(i) 52.223-13, Acquisition of EPEAT®-Registered Imaging Equipment (JUN 2014) (E.O.s 13423 and 13514).

(ii) Alternate I (OCT 2015) of 52.223-13.

(41)(i) 52.223-14, Acquisition of EPEAT®-Registered Televisions (JUN 2014) (E.O.s 13423 and 13514).

(ii) Alternate I (JUN 2014) of 52.223-14.

(42) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007)(42 U.S.C. 8259b).

(43)(i) 52.223-16, Acquisition of EPEAT®-Registered Personal Computer Products (OCT 2015) (E.O.s 13423 and 13514).

(ii) Alternate I (JUN 2014) of 52.223-16.

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

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

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

- (47) (i) 52.224-3, Privacy Training (JAN 2017) (5 U.S.C. 552a).
- (ii) Alternate I (JAN 2017) of 52.224-3.
- (48) 52.225-1, Buy American—Supplies (MAY 2014) (41 U.S.C. chapter 83).
- (49)(i) 52.225-3, Buy American—Free Trade Agreements—Israeli Trade Act (MAY 2014) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).
- (ii) Alternate I (MAY 2014) of 52.225-3.
- (iii) Alternate II (MAY 2014) of 52.225-3.
- (iv) Alternate III (MAY 2014) of 52.225-3.
- (50) 52.225–5, Trade Agreements (OCT 2016) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).
- (51) 52.225-13, Restrictions on Certain Foreign Purchases (JUN 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
- (52) 52.225–26, Contractors Performing Private Security Functions Outside the United States (OCT 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).
- (53) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).
- (54) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).
- (55) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).
- (56) 52.232-30, Installment Payments for Commercial Items (JAN 2017) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).
- (57) 52.232-33, Payment by Electronic Funds Transfer—System for Award Management (Jul 2013) (31 U.S.C. 3332).
- (58) 52.232-34, Payment by Electronic Funds Transfer—Other than System for Award Management (Jul 2013) (31 U.S.C. 3332).
- (59) 52.232-36, Payment by Third Party (MAY 2014) (31 U.S.C. 3332).
- (60) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).
- (61) 52.242-5, Payments to Small Business Subcontractors (JAN 2017)(15 U.S.C. 637(d)(12)).
- (62)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631).
- (ii) Alternate I (Apr 2003) of 52.247-64.

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

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

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

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

Employee Class

Monetary Wage-Fringe Benefits

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Note to paragraph (e)(1)(xvii): By a court order issued on October 24, 2016, 52.222-59 is enjoined indefinitely as of the date of the order. The enjoined paragraph will become effective immediately if the court terminates the injunction. At that time, DoD, GSA, and NASA will publish a document in the **Federal Register** advising the public of the termination of the injunction.

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

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

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

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

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

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

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

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

(End of Clause)

See attached document: P03 Carefusion Brand Name Justification Edited.

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

SECTION E - SOLICITATION PROVISIONS

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

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

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

E.1 VAAR 852.252-70 SOLICITATION PROVISIONS OR CLAUSES INCORPORATED BY REFERENCE (JAN 2008)

The following provisions or clauses incorporated by reference in this solicitation must be completed by the offeror or prospective contractor and submitted with the quotation or offer. Copies of these provisions or clauses are available on the Internet at the Web sites provided in the provision at FAR 52.252-1, Solicitation Provisions Incorporated by Reference, or the clause at FAR 52.252-2, Clauses Incorporated by Reference. Copies may also be obtained from the contracting officer.

[Contracting officer shall list all FAR and 48 CFR Chapter 8 (VAAR) provisions and clauses incorporated by reference that must be completed by the offeror or prospective contractor and submitted with the quotation or offer.]

(End of Provision)

<u>FAR Number</u>	<u>Title</u>	<u>Date</u>
52.204-16	COMMERCIAL AND GOVERNMENT ENTITY CODE REPORTING	JUL 2016
52.204-17	OWNERSHIP OR CONTROL OF OFFEROR	JUL 2016
52.204-18	COMMERCIAL AND GOVERNMENT ENTITY CODE MAINTENANCE	JUL 2016

E.2 52.203-18 PROHIBITION ON CONTRACTING WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS OR STATEMENTS—REPRESENTATION (JAN 2017)

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

Internal confidentiality agreement or statement, subcontract, and subcontractor, are defined in the clause at 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements.

(b) 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 funds appropriated (or otherwise made available) 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.

(c) The prohibition in paragraph (b) 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.

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

(End of Provision)

E.3 VAAR 852.215-70 SERVICE-DISABLED VETERAN-OWNED AND VETERAN-OWNED SMALL BUSINESS EVALUATION FACTORS (JUL 2016)(DEVIATION)

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

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

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

(End of Provision)

(End of Addendum to 52.212-1)

E.4 52.212-2 EVALUATION—COMMERCIAL ITEMS (OCT 2014)

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

1. Price

2. Technical

Lowest Price Technically Acceptable

Technical and past performance, when combined, are less important.

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

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

(End of Provision)

E.5 52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS— COMMERCIAL ITEMS (JAN 2017)

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

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

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

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

Civil judgment means—

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

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

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

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

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

- (1) Department of Labor Wage and Hour Division (WHD) for—
 - (i) The Fair Labor Standards Act;
 - (ii) The Migrant and Seasonal Agricultural Worker Protection Act;
 - (iii) 40 U.S.C. chapter 31, subchapter IV, formerly known as the Davis-Bacon Act;
 - (iv) 41 U.S.C. chapter 67, formerly known as the Service Contract Act;
 - (v) The Family and Medical Leave Act; and
 - (vi) E.O. 13658 of February 12, 2014 (Establishing a Minimum Wage for Contractors);
- (2) Department of Labor Occupational Safety and Health Administration (OSHA) for—
 - (i) The Occupational Safety and Health Act of 1970; and
 - (ii) OSHA-approved State Plans;
- (3) Department of Labor Office of Federal Contract Compliance Programs (OFCCP) for—
 - (i) Section 503 of the Rehabilitation Act of 1973;
 - (ii) The Vietnam Era Veterans' Readjustment Assistance Act of 1972 and the Vietnam Era Veterans' Readjustment Assistance Act of 1974; and
 - (iii) E.O. 11246 of September 24, 1965 (Equal Employment Opportunity);
- (4) National Labor Relations Board (NLRB) for the National Labor Relations Act; and
- (5) Equal Employment Opportunity Commission (EEOC) for—
 - (i) Title VII of the Civil Rights Act of 1964;

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

Forced or indentured child labor means all work or service—

- (1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or
- (2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

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

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

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

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

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

- (1) The Fair Labor Standards Act.
- (2) The Occupational Safety and Health Act (OSHA) of 1970.
- (3) The Migrant and Seasonal Agricultural Worker Protection Act.
- (4) The National Labor Relations Act.
- (5) 40 U.S.C. chapter 31, subchapter IV, formerly known as the Davis-Bacon Act.
- (6) 41 U.S.C. chapter 67, formerly known as the Service Contract Act.
- (7) E.O. 11246 of September 24, 1965 (Equal Employment Opportunity).
- (8) Section 503 of the Rehabilitation Act of 1973.
- (9) The Vietnam Era Veterans' Readjustment Assistance Act of 1972 and the Vietnam Era Veterans' Readjustment Assistance Act of 1974.
- (10) The Family and Medical Leave Act.

(11) Title VII of the Civil Rights Act of 1964.

(12) The Americans with Disabilities Act of 1990.

(13) The Age Discrimination in Employment Act of 1967.

(14) E.O. 13658 of February 12, 2014 (Establishing a Minimum Wage for Contractors).

(15) Equivalent State laws as defined in the DOL Guidance. (The only equivalent State laws implemented in the FAR are OSHA-approved State Plans, which can be found at www.osha.gov/dcsp/osp/approved_state_plans.html).

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

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

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

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

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

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

(1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;

(2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;

(3) Consist of providing goods or services to marginalized populations of Sudan;

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

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

(6) Have been voluntarily suspended.

“Sensitive technology”—

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

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

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

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

Service-disabled veteran-owned small business concern—

(1) Means a small business concern—

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

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

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

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

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

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

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

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

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

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

(1) Directly by a parent corporation; or

(2) Through another subsidiary of a parent corporation.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(ii) It is, is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(6)(i) of this provision is accurate for each WOSB concern eligible under the WOSB Program participating in the joint venture. [The offeror shall enter the name or names of the

WOSB concern eligible under the WOSB Program and other small businesses that are participating in the joint venture: _____.] Each WOSB concern eligible under the WOSB Program participating in the joint venture shall submit a separate signed copy of the WOSB representation.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(2) Foreign End Products:

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

[List as necessary]

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

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

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

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

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

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

[List as necessary]

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

Other Foreign End Products:

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

[List as necessary]

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

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

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

Canadian or Israeli End Products:

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

_____	_____
_____	_____
_____	_____

[List as necessary]

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

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

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

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

[List as necessary]

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

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

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

Other End Products:

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

[List as necessary]

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

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

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

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

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

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

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

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

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

(ii) *Examples.*

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

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

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

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

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

(1) *Listed end products.*

Listed End Product Listed Countries of Origin

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

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

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

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

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

(2) Outside the United States.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

TIN: _____.

TIN has been applied for.

TIN is not required because:

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

Offeror is an agency or instrumentality of a foreign government;

Offeror is an agency or instrumentality of the Federal Government.

(4) *Type of organization*.

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

(5) *Common parent.*

Offeror is not owned or controlled by a common parent;

Name and TIN of common parent:

Name _____.

TIN _____.

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

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

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

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

(i) It is, is not an inverted domestic corporation; and

(ii) It is, is not a subsidiary of an inverted domestic corporation.

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

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

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

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

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

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

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

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

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

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

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

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

Immediate owner CAGE code: ____.

Immediate owner legal name: ____.

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

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

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

Highest-level owner CAGE code: ____.

Highest-level owner legal name: ____.

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

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

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

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

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

(2) The Offeror represents that—

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

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

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

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

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

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

Predecessor legal name: ____.

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

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

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

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

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

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

(ii) There has been an administrative merits determination, arbitral award or decision, or civil judgment for any labor law violation(s) rendered against the Offeror during the period beginning on October 25, 2015 to the date of the offer, or for three years preceding the date of the offer, whichever period is shorter.

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

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

(1) The labor law violated.

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

(3) The date rendered.

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

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

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

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

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

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

(C) The representation in paragraph (s)(2) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly

rendered an erroneous representation, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation in accordance with the procedures set forth in FAR 12.403.

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

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

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

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

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

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

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

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

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

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

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

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

(End of Provision)