

This is a combined synopsis/solicitation for commercial items prepared in accordance with the format in Subpart 12.303, as supplemented with additional information included in this notice. This announcement constitutes the only solicitation; quotations are being requested and a written solicitation will not be issued. The federal supply schedule procedures of FAR Part 12 will be used in conjunction with commercial items procedures of FAR Part 13.

Solicitation # RFQ-36C25618U0208. This solicitation is issued as a request for quote (RFQ).

NAICS code is 541380 - size standard is \$15.0 MILLION.

Solicitation document and incorporated provisions and clauses are those in effect through Federal Acquisition Circular 2005-99, effective June 15, 2018 & July 15, 2018.

NO LATER THAN August 20, 2018 by 09:00 AM Central Time.

All questions pertaining to this solicitation shall be submitted by 10:00AM Central Time August 14, 2018. Send all questions / offers electronically to Jacqueline.Simpson3@va.gov

POC: Jacqueline Simpson, Contract Specialist
Email: Jacqueline.Simpson3@va.gov

Phone: 501-257-1039

Contracting Office Address

**Central Arkansas Veterans Healthcare System (CAVHS)
2200 Fort Roots Drive, North Little Rock, AR 72114**

A.1 CONTRACT ADMINISTRATION DATA

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

a. CONTRACTOR:

b. GOVERNMENT: Contracting Officer 36C256

Department of Veterans Affairs
NCO 16 (90C/NLR)
Central Arkansas Veterans HCS
2200 Fort Roots Drive, Bldg. 41, Room 221
North Little Rock AR 72114 1706

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

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

3. INVOICES: Invoices shall be submitted in arrears:

Quarterly

Semi-Annually

Other

☒ BI-WEEKLY

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 Service 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.1 STATEMENT OF WORK

STATEMENT OF WORK (SOW)

BACKGROUND:

The Central Arkansas Veterans Healthcare System (CAVHS), 2200 Fort Roots Drive, North Little Rock, AR, and 4300 West 7th Street, Little Rock, AR, has a requirement for pharmacy hoods and special ventilation equipment tested and certifications services.

SCOPE:

The contractor will provide all labor, travel, equipment, materials, tools, permits, testing necessary to certify the listed equipment in according to manufacturer's specifications, to include CETA, ISO, USP, and others as applicable. The contractor shall perform annual or semi-annual certification inspections on devices as designated, to be **performed in the months of November, February, May, and August.** on a day and time mutually agreeable between the contractor and COR. The scheduling of certification inspections will be coordinated between the contractor, the COR. The

inspection is to be scheduled at least five (5) days in advance with the COR. Certification inspections will be performed in accordance with all applicable standards and manufacturer's instructions and will include, as a minimum, the following:

- Visual inspection, including condition of equipment, cleanliness of surfaces and of HEPA filters.
- Calibrations;
- Operational and Performance checks;
- Electrical checks (if applicable);
- Apply certification sticker;
- Provide detail documentation of testing and certification.

Place of Performance: Central Arkansas Veterans Healthcare System (CAVHS), 2200 Fort Roots Drive, North Little Rock, AR, and 4300 West 7th Street, Little Rock, AR 72205

Access:

The onsite hours of work are from 8:00 AM to 10:00 PM Monday through Friday; any on site work will have to be previously coordinated and approved via email at least 72 hours prior to any testing. Any work determined by the contracting officer's representative (COR) as having a significant impact on the operations of the facility shall be conducted on an after-hours schedule or limited hours schedule. The Vendor shall follow all federal, state, Veterans Affairs and local code/regulations/standards. The work shall be coordinated through the designated COR.

Contractor Qualifications/ Requirements:

- a. The contractor's field personnel shall have training on fundamental practices and precautions with in USP 797 and operation of ISO 5 clean rooms. (e.g. gowning, gloving, and hand washing procedures) The contractor shall have a current National Environmental Balancing Bureau (NEBB) certification and all final reports shall be stamped and signed with NEBB seal.
- b. The contractor shall be ISO 9001 certified, Quality Management System. Contractor shall in coordination with the WBVAMC Safety and Pharmacy develop a "quality control client agreement" constant with the ISO 9001 requirements.
- c. The contractor shall have its own laboratory for growth and testing micro-bacterial samples. The laboratory shall preform batch sampling of all shipments of growing media plates; too confirm that the plates are sterile from the manufacture.
- a. Contractor shall include in the "quality control client agreement" to have *provide* a sterile control dish, for all on site Biological testing. The proof dish shall be of the same batch as the test plates and handled/stored in the same manner as the test plates. The sterile control dish is to show the media remained sterile and that there was no cross contamination during the handling or lab processing.
- d. The contractor's Fume Hood, Biological Safety Cabinets (BSC) testing personnel shall have certifications showing knowledge on NSF/ANSI-49.
- e. The contractor shall have the capacity to test the clean room HEPA filters at the air handler via large smoke injection machine in addition to hand held wand for filter bypass testing.

f. The contractor must maintain a file sharing website / web based application that will maintain test results and reports for at least 8months for the government to access and download.

The contractor shall issue a certification certificate (PDF) to show that the VA has passed a specific test with respect to the requirements of USP 797 and or USP 800. The Certificate will show the test date and the expiration date and be signed by the company's quality control department or company officers with the appropriate training/education to make such a declaration. Chemical hoods and BSC in the Lab may have a certification sticker applied directly to the equipment rather than an 8.5 by 11" PDF certificate.

CONFORMANCE STANDARDS:

Contract service shall ensure the equipment functions in conformance with the latest published edition of USP 797/800, CETA, ISO Standards, NFPA-99, OSHA, CDRH, JCAHO, FDA, VA HVAC Design, National Sanitation Foundation (NSF)/ANSI 49, ASHRAE 110-2016, and manufacturer specifications.

Pharmacy – USP 797 – PRIMARY AND SECONDARY ENGINEERING CONTROLS

PRIMARY ENGINEERING CONTROLS (PEC) Biological safety cabinet

Inspection of pre-filters. If replacement pre-filters are required to achieve certification, cease testing and notify the COR, who will make arrangement for CAVHS staff to change the prefilters. After the filters are replaced certification testing may continue.

HEPA filter leak test

Downflow velocity

Inflow velocity

Velocity profile and volume tests

Work access opening airflow test – face velocity

Air flow smoke pattern test Induction leak test

Lighting intensity test

Noise level test

Particle count survey

Laminar flow clean bench

HEPA filter leak test

Particle count survey

Work access opening airflow test – face velocity Lighting intensity test.

Noise level test.

SECONDARY ENGINEERING CONTROLS – Ante room, buffer room

Particle count survey, in accordance with ISO 14644

Air volume and air change rate test, in accordance with IEST-RP-CC006.3 HEPA filter leak test, in accordance with IEST-RP-CC034.3

Room differential pressures – room segregation test, in accordance with IEST-RP-CC006.3

PARTS:

Parts are not included or covered in this contract. If the contractor furnishes any parts, all parts supplied shall be compatible with existing equipment. The contractor shall use new parts. Rebuilt parts or used parts, those removed from other equipment, shall not be installed without written approval by the COR. Contractor is cautioned that only the Contracting Officer or his/her designee may authorize additional services or repairs and reimbursement will not be made unless this prior authorization is obtained.

WARRANTY:

If repairs are necessary the contractor shall provide warranty on the integrity of workmanship, labor, parts, service, testing, and certification on the hoods. The warranty period shall be for 90 days after the certification.

SERVICE MANUALS:

The CAVHS shall not routinely provide services manuals or service diagnostic software to the contractor. The contractor shall obtain, have on file, and make available to the COR all

operational and technical documentation, (such as: operational and service manuals, schematics, and parts list), which are necessary to meet the performance requirements of this contract. The location and listing of the service data manuals, by name, and/or the manuals themselves shall be provided to the COR upon request.

DOCUMENTATION/REPORTS:

Upon successful completion of equipment testing, a certification sticker will be affixed by the Field Service Representative to the equipment. The sticker will state the date of certification, the date of the next recertification, the specifications for which it was certified, the hood usage, the required flow rate, the measured flow rate and the sash line (as applicable).

A written report shall be provided to the Contracting Officer's Representative (COR) within fifteen (15) working days of completion of work. The report shall contain the information above and will include detailed descriptions of the testing and certification procedures performed to maintain the equipment in accordance with conformance standards. Such documentation shall meet the guidelines as set forth in Conformance Standards section of this statement of work. This includes, but is not limited to the following.

- a. Calculations used to obtain requirements described in these specifications.

- b. A listing of each hood surveyed (identified by room number, serial number and model) with the date of measurement, general conditions, measured flow rates, fan speed, average face velocity, exhaust cfm and safe sash opening level shall accompany this list.
- c. Change of filters, repair of leaks in filters, ducts and cabinets and adjustments made.
- d. A summary of the survey showing the number of hoods in each building, the number that meet the requirements of this contract and the number which are unacceptable.

A list shall be provided to the COR within three (3) working days of completion of work with those hoods that could not be recertified along with attempts made to adjust them. This information shall be verbally given to the COTR on the day the decision is made not to recertify them.

CONTRACTOR SUBMITTALS: The Contractor will furnish a copy of its preventive maintenance/certification inspection procedures for each model of device which will be used during the preventive maintenance/calibration inspection services of this contract to the Contracting Officer's Representative (COR). These preventive maintenance/certification inspection procedures are required by the Government as a condition of the facility's JCAHO accreditation and must be received before any invoice can be certified for payment.

REPORTING REQUIRED SERVICES BEYOND THE CONTRACT SCOPE:

The Contractor shall immediately, but not later than 24 consecutive hours after discovery notify the COR, in writing, of the existence or the development of any defects in, or repairs required to the scheduled equipment which the Contractor considers he/she is not responsible for under the terms of the contract. The contractor shall furnish the COR with a written estimate of the cost to make necessary repairs.

QUALIFICATIONS:

(4) A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. Do not simply re-state the statement of work (SOW) or affirm that you will perform in accordance with the SOW. The bidder must include in their quote the below information:

- **A copy of current National Environmental Balancing Bureau (NEBB) certification.**
- **Proof of ISO 9001 certification.**
- **Identify laboratory for growth and testing micro-bacterial samples.**
- **Proof of Fume Hood Biological Safety Cabinets testing personnel having knowledge of NSF/ANSI-49**

Past performance information, to include **three recent and relevant contracts** for the same or similar services that demonstrates offeror's ability to complete the work IAW Statement of Work

and other references (including contract numbers, dollar amounts, points of contact with telephone numbers and e-mail addresses); and

TEST EQUIPMENT:

Prior to commencement of work on this contract, the contractor shall provide the CAVHS with a copy of the current calibration certification of all test equipment which is to be used by the contractor on CAVHS's equipment. This certification shall also be provided on a periodic basis when requested by the CAVHS. Test equipment calibration shall be traceable to a national standard.

HAZARD COMMUNICATION STATEMENT:

1. As a contractor under contract to the CAVHS, you should be aware of this facility's hazard communication program. By the provisions of your contract, you may be required to work in certain areas where there are hazardous chemicals in use. Examples include, but are not limited to, areas in Pharmacy Service, Laboratory Service, and Research Service.
2. It is the responsibility of the COR to support the contractor in being familiarized with the specific area(s) in which the contract requires work. This shall include the COR introducing the contractor to the department's supervisor or representative. The Contractor may obtain from the department's supervisor the nature of the on-going CAVHS work and the type of chemicals used. In addition, the Contractor should also learn the procedures for obtaining, in an emergency involving the Contractor, the safety data sheets (SDS) pertaining to hazardous chemicals in the exposure zone.
3. It is also the responsibility of the Contractor to have protective equipment for Contractor's service technician(s).
4. Testing of Room Air Purifiers located in occupied isolation-patient rooms.
 - a. Respiratory Protection. Room Air Purifiers are utilized to remove potential airborne infectious droplets in respiratory isolation rooms, i.e. where patients with the possibility of diseases which are transmitted via the respiratory route of exposure are housed. Employees and contractors entering these respiratory isolation rooms are required to wear respiratory protection while in the room.
 - b. The contractor shall perform the following: Adhere to all OSHA requirements, including those in OSHA Standard 20 CFR 1910. 134, Respiratory Protection.
 - c. When housing respiratory isolation patients the respiratory isolation rooms are posted with an "Airborne Precautions" respiratory isolation' sign on the door. Contractor employees entering rooms so posted shall wear NIOSH approved particulate respirators with a filtration rating of N95 at a minimum.

- d. The contractor shall provide to the COR proof of respirator training and fit testing of employees entering such rooms. Proof shall be in writing and will be provided before the contractor employees don the respirator to enter the isolation room. The proof shall document that training and fit testing have been completed within one year of the date of entry into the room.
 - e. CAVHS will not provide respiratory protection to the contractor employees.
5. Contact Isolation Protection. Respiratory isolation rooms may also be used for contact isolation, i.e. housing of patients with the potential of having infectious microorganisms which can be transmitted via contact with contaminated surfaces. Employees and contractors entering contact isolation rooms are required to wear contact isolation personal protective equipment while in the room. The contractor shall perform the following:
- a. When housing contact isolation patients the contact isolation rooms are posted with a 'Contact Isolation' sign on the door. Contractor employees entering rooms so posted shall wear a protective gown and gloves, at a minimum. CAVHS will provide the gown and gloves. These are located outside the entrance to the room.
 - b. The contractor employee shall minimize contact with furnishings and equipment within the room to the greatest extent feasible.
 - c. Prior to exit of the room the contractor employee shall remove the gown and place it in the trash receptacle located within the room near the door. Gloves shall be disposed of in this trash receptacle. The contractor employee shall wash hands with soap and water for a minimum of 15 seconds. Upon exiting the room, the contractor employee will use alcohol foam from the dispenser by the door.

Security Procedures:

Contractor's FST employees will arrange to meet with the COR to obtain contractor identification badge(s). FST employees shall not enter the building without appropriate badge or identification. They may also be subject to inspection of their personal effects when entering or leaving the building. All contractor personnel are subject the CAVHS policies and procedures regarding employee safety and security.

IDENTIFICATION, PARKING, SMOKING, AND VA REGULATIONS:

The Contractor's *FST* shall wear visible identification at all times while on the premises of the CAVHS. It is the responsibility of the contractor to park in the appropriate designated parking areas. Information on parking is available from the COR. The CAVHS will not invalidate or make reimbursement for parking violations of the contractor under any conditions. Smoking is prohibited inside any buildings at the CAVHS. Possession of weapons is prohibited. Enclosed containers, including tool kits, shall be subject to search. Violations of VA regulations may result in citation answerable in the United States (Federal) District Court, not a local district, state, or municipal court.

INSURANCE:

52.246-25 Limitation of Liability—Services.

LIMITATION OF LIABILITY—SERVICES (FEB 1997)

(a) Except as provided in paragraphs (b) and (c) of this clause, and except to the extent that the Contractor is expressly responsible under this contract for deficiencies in the services required to be performed under it (including any materials furnished in conjunction with those services), the Contractor shall not be liable for loss of or damage to property of the Government that— (1) Occurs after Government acceptance of services performed under this contract; and

(2) Results from any defects or deficiencies in the services performed or materials furnished.

(b) The limitation of liability under paragraph (a) of this clause shall not apply when a defect or deficiency in, or the Government's acceptance of, services performed or materials furnished results from willful misconduct or lack of good faith on the part of any of the Contractor's managerial personnel. The term "Contractor's managerial personnel," as used in this clause, means the Contractor's directors, officers, and any of the Contractor's managers, superintendents, or equivalent representatives who have supervision or direction of—

(1) All or substantially all of the Contractor's business;

(2) All or substantially all of the Contractor's operations at any one plant, laboratory, or separate location at which the contract is being performed; or

(3) A separate and complete major industrial operation connected with the performance of this contract.

(c) If the Contractor carries insurance, or has established a reserve for self-insurance, covering liability for loss or damage suffered by the Government through the Contractor's performance of services or furnishing of materials under this contract, the Contractor shall be liable to the Government, to the extent of such insurance or reserve, for loss of or damage to property of the Government occurring after Government acceptance of, and resulting from any defects and deficiencies in, services performed or materials furnished under this contract.

Performance Measures:

a. ACCEPTABLE PERFORMANCE

The Government shall document positive performance. Any report may become a part of the supporting documentation for any contractual action.

b. UNACCEPTABLE PERFORMANCE

When unacceptable performance occurs, the COR shall inform the Contractor and the CO. This will normally be in writing unless circumstances necessitate verbal communication. In any case the COR shall document the discussion and place it in the COR file.

When the COR determines formal written communication is required, the COR shall prepare a Contract Discrepancy Report (CDR), and present it to the Contractor's POC.

The Contractor shall acknowledge receipt of the CDR in writing. The CDR will specify if the Contractor is required to prepare a corrective action plan to document how the Contractor shall correct the unacceptable performance and avoid a recurrence. The CDR will also state how long after receipt the Contractor has to present this corrective action plan to the COR. The Government shall review the Contractor's corrective action plan to determine acceptability.

Any CDRs may become a part of the supporting documentation for any contractual action deemed necessary by the CO.

Changes to Contract or Statement of Work: Changes to this SOW or the impending contract shall only be authorized and approved through written correspondence from the CO. A copy of each change shall be kept in a project folder along with all other documents or items pertaining to the project. Costs incurred by the Contractor through the actions of parties other than the CO shall be borne by the Contractor.

Inherently Governmental Functions

Contractor shall not perform any Inherently Governmental functions in accordance with FAR Part 7.5.

Quality Assurance: Contractors shall conform to quality assurance standards in accordance with best commercial practices, unless otherwise specified.

The COR shall meet with the Contractor at-least Quarterly to assess performance and shall provide a written assessment.

Quality Assurance Surveillance Plan - Rating Sheet						
Task	ID	Standard	Acceptable Quality Level	Method of Surveillance	Incentive	Rating
To provide Certification Inspection Service	1	Contractor shall provide certification inspection services on 90 hoods, per Statement of Work (SOW).	100%	Direct Observation	Exercise of Option Period and Past Performance.	
Annual and Semi-Annual Performance Checks	2	Contractors shall perform annual or semi-annual certification inspections, per SOW.	100%	Direct Observation	Exercise of Option Period and Past Performance.	

Cleanliness and Certification stickers	3	Meet or exceed manufacturers recommended of cleanliness of surface, HEPA, and apply Certification Sticker, per SOW.	100%	Direct Observation, Spot Checks, Completed Maintenance Follow Up	Exercise of Option Period and Past Performance.	
Documentation	4	Comply with all required documentation of testing and certification, per SOW.	95% omission 95% timeliness	Analysis	Exercise of Option Period and Past Performance.	
Performance Monitoring	5	The COR and Program Manager will monitor the contractor performance and	100%	Direct Observation	Exercise of Option Period and Past Performance.	
		report the findings to the CO, per SOW.				

Confidentiality and Non-Disclosure

All information acquired and documents reviewed or handled during this contract belong to the Department of Veterans Affairs, unless otherwise specified in the affiliate agreement. The contractor recognizes that in the performance of this contract it may receive or have access to sensitive or confidential information, including personal information of VHA employees and information proprietary in nature by system contractors, equipment manufacturers and other private or public entities. The contractor working with the COR shall ensure that all employees that may require access to sensitive or confidential information have the mandatory security clearances required for access, and only for the minimum number of employees necessary for contract performance.

The contractor shall indoctrinate its employees and all subcontractor employees working on this contract on the laws, rules and regulations governing access to sensitive and/or confidential information. All persons concerned shall understand that unauthorized access to or use of sensitive or confidential information related to this contract shall result in immediate termination of the individual or individuals from the contract and be subject to legal prosecution to the fullest extent of the law.

The VA Office of Security and Law Enforcement shall conduct an appropriate background investigation on all of its employees and subcontractor employees working on this contract, and those who may require access to Government computer systems.

Clauses dealing with data requirements, rights in data, release in use restrictions, requests for information, press releases and marketing material, intellectual property, Cooperative Research and Development Agreements, and patents and copyrights apply.

Contract Administration and Performance Monitoring

Notwithstanding the Contractor's responsibility for total management during the performance of this contract, the administration of the contract will require maximum coordination between the Government and the Contractor. The COR and Program Manager will assist by monitoring contractor performance and reporting the findings to the CO. The COR will communicate at least monthly with the Lead Principal Investigator.

The COR shall be designated on the authority of the CO at the time of contract award to monitor all technical aspects of the contract. In no event is the COR empowered to change any of the terms and conditions of the contract. Changes in any section of this contract shall be made only by the Contracting Officer pursuant to a properly executed modification. The types of actions within the purview of the COR's authority are to ensure that the Contractor performs the technical requirements of the contract, and to notify both the Contractor and the Contracting Officer of any deficiencies observed. A memorandum of designation shall be issued to the COR and a copy shall be sent to the Contractor at the time of contract award setting forth in full the responsibilities and limitations of the COR.

PARTS

- (a) No remanufactures or gray market items will be acceptable.
- (b) The delivery of gray market items to the VA in the fulfillment of an order/award constitutes a breach of contract. Accordingly, the VA reserves the right enforce any of its contractual remedies. This includes termination of the contract or, solely at the VA's election, allowing the Vendor to replace, at no cost to the Government, any remanufactured or gray market item(s) delivered to a VA medical facility upon discovery of such items.

VA HOODS LISTINGS

<u>IV</u>	<u>LOCATION</u>	<u>TYPE</u>	<u>DESCRIPTION</u>	<u>CAVHS NUMBER</u>	<u>TEST FREQUENCY</u>
R	D-185	OLOGICAL AFETY CABINET	HERMO FORMA, CLASS II, TYPE 2, MODEL 1284, SN 101292	2-67987	EMI-ANNUAL
R	E-114	OLOGICAL AFETY CABINET	HERMO FORMA, CLASS II, TYPE A2, MODEL 1286 REL#5, N 100860-1758	2-66512	EMI-ANNUAL
R	E-116	OLOGICAL AFETY CABINET	UAIRE Labgard NU-425-300 N 147370110211	2-95622	EMI-ANNUAL
R	E-122 ACCESS THRU E-114	OLOGICAL SAFETY ABINET	ICROZONE CORP., OKLONE 2, CLASS II, N 801-0878, MODEL BK-2-4, YPE A	2-52419	EMI-ANNUAL
R	E-123 ACCESS THRU E-114	OLOGICAL SAFETY ABINET	HERMO FORMA, CLASS II, YPE A2, MODEL 1286 REL#5, N 100860-1759	2-66513	EMI-ANNUAL
R	E-127	OLOGICAL AFETY CABINET	AKER, CLASS II, S/N SP23530V, YPE A, MODEL B60-112, O VENT (biogard? 11/00)	2-20109	EMI-ANNUAL
R	E-127	OLOGICAL AFETY CABINET	UAIRE LABGARD, Class II A2, ODEL NU-425-400, S/N 53840112012, NEW DEC 13, 201 UCT NOT CONNECTED	6-103367	EMI-ANNUAL
R	C-149B	OLOGICAL AFETY CABINET	AKER, CLASS II, S/N BM-17918V, A.D.", MODEL 315	2-20114	EMI-ANNUAL
R	C-150	OLOGICAL AFETY CABINET	ERMFREE, CLASS II, S/N 1824, YPE A, PHARMACY CHEMO UFFER AREA.	2-20110	EMI-ANNUAL

R	B-122	OLOGICAL AFETY CABINET	ABCONCO PURIFIED, CLASS AMS 269048 , ODEL 3620804DELTA, N 020923974A		NNUALLY
R	B-122	OLOGICAL AFETY CABINET	ABCONCO, UAMS 285673 , /N 061163685AD		NNUALLY

R	C143	OLOGICAL AFETY CABINET	aker CLASS II, SterilGard III dvance, S/N 79014, ODEL SG403	2-67881	NNUALLY
R	C-109	OLOGICAL AFETY CABINET	ABCONCO PURIFIER BSC OGIC, CAT# 3440001, N 090299444B	2-87806	NNUALLY
R	C-109	OLOGICAL AFETY CABINET	ABCONCO LOGIC, ODEL 34400, SN 090199071B	2-87805	NNUALLY
R	C-124	OLOGICAL AFETY CABINET	ELLCO GLASS, S/N LH74	1-8389	NNUALLY
R	C149	OLOGICAL AFETY CABINET	AKER, S/N 65987, MODE B60	52193	NNUALLY
R	C150	OLOGICAL AFETY CABINET	UAIRE S/N 64590 CV MODEL 425-400	6-45760	NNUALLY
R	C-152	OLOGICAL AFETY CABINET	ELLCO GLASS, CLASS II, /N NBB-267, TYPE A, "A.D.", O VENT) MODEL 8010-74000, AMS 210763	2-20086	NNUALLY
R	C-155	OLOGICAL AFETY CABINET	ORMA SCIENTIFIC, CLASS II, YPE A/B3, S/N 14934-780, ODEL 1184	6-23785	NNUALLY
R	C-155	OLOGICAL AFETY CABINET	IKROZONE, SN 801-5337, ODEL BK-2-4-BT, sticker says 01267 (VA Research)	2-67277	NNUALLY
R	F-110	OLOGICAL AFETY CABINET	abconco, MN 36208/36209, /N 050334090 AB	2-70929	NNUALLY
R	F-110	OLOGICAL AFETY CABINET	abconco, MN 36212/36213, /N 050233555 AG	2-70930	NNUALLY

R	F-114	OLOGICAL AFETY CABINET	UAIRE, CLASS II, ODEL NU-425-400, /N 55665 AAX	5-25461	NNUALLY
R	F-125	OLOGICAL AFETY CABINET	abconco, MN 36208/36209, /N 050333881 AB	2-70928	NNUALLY
R	F-125	OLOGICAL AFETY CABINET	abconco, MN 36208/36209, /N 050334089 AB	2-70927	NNUALLY

R		OLOGICAL AFETY CABINET		-015059	EMI-ANNUAL
	railer, JLM				
R		OLOGICAL AFETY CABINET		-015058	EMI-ANNUAL
	railer, JLM				
R	D-180	HEMICAL HOOD	AMILTON, S/N 29, ODEL 54L186K W/HEPA FILTER 3-71, NUCLEAR MED. FAN FHX-	2-21057	NNUALLY
R	2D-159 CROSS FROM D-154	HEMICAL HOOD	AMILTON, S/N 28, ODEL 54L169R, H7-48	2-20102	NNUALLY
R	2D-175 SIDE BLOOD ANK, ACCESS HRU D-173	HEMICAL HOOD	AMILTON, S/N 26, ODEL 54L169R, H7-48	2-20103	NNUALLY
R	2D-176 SIDE BLOOD ANK, ACCESS HRU D-173	HEMICAL HOOD	AMILTON, S/N 27, ODEL 54L169R, H7-48	2-20104	NNUALLY
R	D-183	HEMICAL HOOD	AMILTON, S/N 25, ODEL 54L169R, H7-48	2-20105	NNUALLY
R	E-138	HEMICAL HOOD	uAire Fumegard NU-162-424, eries SP, SN 148817012512 polypropylene NEW APRIL 2012	2-100403	NNUALLY

R	B-103	CHEMICAL HOOD	AMILTON, S/N 17, ODEL 54L169R, H7-48	2-20065	ANNUALLY
R	B-104	CHEMICAL HOOD	AMILTON, S/N 16, ODEL 54L169R, H7-48	2-20067	ANNUALLY
R	B113	CHEMICAL HOOD	AMILTON S/N 18	2-20068	ANNUALLY
R	B-118	CHEMICAL HOOD	AMILTON, S/N 21, ODEL 54L169R, H7-48	2-20070	ANNUALLY
R	B-119	CHEMICAL HOOD	AMILTON, S/N 20, ODEL 54L169R, H7-48	2-20071	ANNUALLY
R	B-122	CHEMICAL HOOD	AMILTON, S/N 19, ODEL 54L16R, H7-48	2-20072	ANNUALLY
R	B-130	CHEMICAL HOOD	AMILTON, S/N 22,	2-20074	ANNUALLY

			ODEL 154L169R, H7-48		
R	C-101	CHEMICAL HOOD	AMILTON, S/N 15, ODEL 54L169R, H7-48	2-20076	ANNUALLY
R	C-103	CHEMICAL HOOD	AMILTON, S/N 14, ODEL 54L169R, H7-48	2-20077	ANNUALLY
R	C-106	CHEMICAL HOOD	AKER, ChemGARD, SN 58012, ODEL FH4	2-49464	ANNUALLY
R	C-116	CHEMICAL HOOD	AMILTON S/N 12, H7-48	2-20079	ANNUALLY
R	C-123	CHEMICAL HOOD	AMILTON S/N 13, ODEL 54L169R, H7-48	2-20081	ANNUALLY
R	C-128	CHEMICAL HOOD	AMILTON, S/N 9, ODEL 54L169R, H7-48	2-20083	ANNUALLY
R	C-128	CHEMICAL HOOD	AMILTON, S/N 10, ODEL 54L186K, W/HEPA FILTER, H3-72 FAN FHX-8	2-20082	ANNUALLY

R	C-135	CHEMICAL HOOD	AMILTON, S/N 8, ODEL 54L169R, H7-48	2-20085	ANNUALLY
R	C-136	CHEMICAL HOOD	AMILTON, S/N 7, ODEL 54L169R, H7-48	2-21051	ANNUALLY
R	C-143	CHEMICAL HOOD	AMILTON, S/N 6, ODEL 54L169R, H7-48	2-20087	ANNUALLY
R	C-147	CHEMICAL HOOD	AMILTON, S/N 5, ODEL 54L169K, W/HEPA FILTER, H3-72, FAN FHX-9	2-20089	ANNUALLY
R	C-147	CHEMICAL HOOD	AMILTON, S/N 4, ODEL 54L169R, H7-48	2-20088	ANNUALLY
R	C-152	CHEMICAL HOOD	ABCONCO S/N 66355	2-20080	ANNUALLY
R	C-155	CHEMICAL HOOD	AMILTON, S/N 2, ODEL 54L169R, H7-48	2-20096	ANNUALLY
R	C-155	CHEMICAL HOOD	AMILTON, S/N 1, ODEL 54L186K, W/HEPA FILTER, H3-72, FAN FHX-10	2-20095	ANNUALLY
R	C-157	CHEMICAL HOOD	AMILTON, S/N 3, H7-48,	2-20873	ANNUALLY

R	F-104	CHEMICAL HOOD	EWAAUNEE, MODEL H05, N KS05K5448		ANNUALLY
R	F-105	CHEMICAL HOOD	EWAAUNEE, MODEL H05, N KS05K5448		ANNUALLY
R	F-106	CHEMICAL HOOD	EWAAUNEE, MODEL H05, N KS05K5448		ANNUALLY
R	F-107	CHEMICAL HOOD	EWAAUNEE, MODEL H05, N KS05K5448		ANNUALLY
R	F-114	CHEMICAL HOOD	EWAAUNEE, MODEL H05, N KS05K5448		ANNUALLY
R	F-115	CHEMICAL HOOD	EWAAUNEE, MODEL H05, N KS05K5448, SN 128779		ANNUALLY
R	F-126	CHEMICAL HOOD	EWAAUNEE, MODEL H05, N KS05K5448		ANNUALLY
R	F-127	CHEMICAL HOOD	EWAAUNEE, MODEL H05, N KS05K5448		ANNUALLY
LR	S R 208	CHEMICAL HOOD	ROWNE MORSE, S/N L10151	2-21332	ANNUALLY
LR	S R 220	CHEMICAL HOOD	ABCONCO, S/N 38450, ODEL 47700 TOX 097	2-21337	ANNUALLY
R	C136	CLASS I ROOM VENTILATOR	IOSAFETY SYSTEMS, RS 1000 ROOM AIR PURIFIER, (TB) N 129402300 2083	2-21089	SEMI-ANNUAL
R	D-116	CLASS I ROOM VENTILATOR	Enviroco Hosp-Gard IsoClean, odel 10850, S/N 2130403981		SEMI-ANNUAL
R	D-117	CLASS I ROOM VENTILATOR	Enviroco Hosp-Gard IsoClean, odel 10850, S/N 2130403980		SEMI-ANNUAL
R	D-123	CLASS I ROOM VENTILATOR	Enviroco Hosp-Gard IsoClean, odel 10850, S/N 2130403983		SEMI-ANNUAL
R	D-127	CLASS I ROOM VENTILATOR	Enviroco Hosp-Gard IsoClean, odel 10850, S/N 2130403982		SEMI-ANNUAL
R	B-117 BRONCH	CLASS I ROOM VENTILATOR	Enviroco Hosp-Gard IsoClean, odel 10850, S/N 2121003945		SEMI-ANNUAL

R	B-129 FLUORO	CLASS I ROOM VENTILATOR	hvirco Hosp-Gard IsoClean, odel 10850, S/N 2121003943	B-114621	EMI-ANNUAL
R	B -161 RECOVERY	CLASS I ROOM VENTILATOR	hvirco Hosp-Gard IsoClean, N 2121003947		EMI-ANNUAL
R	E-101	CLASS I ROOM VENTILATOR	hvirco Hospi-Gard IsoClean, /N 2130504000		EMI-ANNUAL
R	E-105	CLASS I ROOM VENTILATOR	hvirco Hospi-Gard IsoClean, /N 2130503998	2-70788	EMI-ANNUAL
R	E-107	CLASS I ROOM VENTILATOR	hvirco Hospi-Gard IsoClean, /N 2130504001		EMI-ANNUAL
R	E-112	CLASS I ROOM VENTILATOR	hvirco Hospi-Gard IsoClean, /N 2130503999		EMI-ANNUAL
LR	70, 2F 2F-111 - ca xt. 52952, 2960, 52961	LEAN AIR DEVICE	aker, MN EG-4252, S/N 9000 CONTACT EXT: 52952 PHARMACY	2-76769	EMI-ANNUAL
R	B-103	LEAN AIR DEVICE	AKER EDGEGARD, ODEL EG6252, S/N E14908, UAMS 10496	2-21037	NNUALLY
R	B-106	LEAN AIR DEVICE	AKER, EDGEGARD, S/N E42583, ODEL EG-4252	2-21024	NNUALLY
R	C-189	LEAN AIR DEVICE	AKER EDGEGARD S/N 89982, ODEL EG-4252	2-76771	EMI-ANNUAL
R	C-189	LEAN AIR DEVICE	AKER EDGEGARD S/N 89978, ODEL EG-4252	2-76772	EMI-ANNUAL
R	B175	LEAN AIR DEVICE	AKER EDGEGARD S/N 89984, ODEL EG-4252	2-76770	NNUALLY
R	E-141	ORMALDEHYDE ROSS HOOD	HERMO FORMA, GROSS STAR,	2-81846	NNUALLY
R	ailer, JLM, AZARDOUS UFFER ROOM	ASS THROUGH	-015044		EMI-ANNUAL
R	ailer, JLM, NON- AZARDOUS UFFER ROOM	ASS THROUGH			
R	B-122 R 6	URGICAL ISOLATOR	NVIRCO S/N 17584, ODEL OR-140 in OR 6	2-21060	EMI-ANNUAL

R	B-122	URGICAL ISOLATOR	NVIRO S/N 17585	2-21059	EMI-ANNUAL
	R 6		ODEL OR-140 in OR 6		
R	B-125	URGICAL ISOLATOR	TERILAIRE S/N 0301	2-70569	EMI-ANNUAL
	R 7		ODEL HLF 2066 in OR 7		

B.2 PRICE/COST SCHEDULE

ITEM INFORMATION

ITEM NUMBER	DESCRIPTION OF SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
001	Annually test and certify all equipment in accordance with the Performance Work Statement (PWS). Contract Period: Base POP Begin: 08-27-2018 POP End: 08-26-2019	1.00	JB		
002	Semiannually test and certify all equipment in accordance with Performance Work Statement (PWS) Contract Period: Base POP Begin: 08-27-2018 POP End: 08-26-2019	1.00	JB		
001	Annually test and certify all equipment in accordance with the Performance Work Statement (PWS) Contract Period: Option 1 POP Begin: 08-27-2019 POP End: 08-26-2020	1.00	JB		

002	1.00	JB _____
<p>Semiannually test and certify all equipment in accordance with Performance Work Statement (PWS)</p> <p>Contract Period: Option 1 POP Begin: 08-27-2019 POP End: 08-26-2020</p>		
001	1.00	JB _____
<p>Annually test and certify all the equipment in accordance with Performance Work Statement (PWS)</p> <p>Contract Period: Option 2 POP Begin: 08-27-2020 POP End: 08-26-2021</p>		
002	1.00	JB _____
<p>Semiannually test and certify all equipment in accordance with Performance Work Statement (PWS)</p> <p>Contract Period: Option 2 POP Begin: 08-27-2020 POP End: 08-26-2021</p>		
001	1.00	JB _____
<p>Annually test and certify all the equipment in accordance with Performance Work Statement (PWS)</p> <p>Contract Period: Option 3 POP Begin: 08-27-2021 POP End: 08-26-2022</p>		

002	1.00	JB _____	<p>Semiannually test and certify all the equipment in accordance with Performance Work Statement (PWS)</p> <p>Contract Period: Option 3 POP Begin: 08-27-2021 POP End: 08-26-2022</p>
001	1.00	JB _____	<p>Annually test and certify all the equipment in accordance with Performance Work Statement (PWS)</p> <p>Contract Period: Option 4 POP Begin: 08-27-2022 POP End: 08-26-2023</p>
002	1.00	JB _____	<p>Semiannually test and certify all the equipment in accordance with Performance Work Statement (PWS)</p> <p>Contract Period: Option 4 POP Begin: 08-27-2022 POP End: 08-26-2023</p>
GRAND TOTAL			

SECTION C - CONTRACT CLAUSES

2.212-4

<u>FAR Number</u>	<u>Title</u>	<u>Date</u>
	CONTRACT TERMS AND CONDITIONS—COMMERCIAL	JAN 2017 ITEMS

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>
52.203-16	PREVENTING PERSONAL CONFLICTS OF INTEREST	DEC 2011
52.203-17	CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND APR 2014	

REQUIREMENT TO INFORM EMPLOYEES OF
WHISTLEBLOWER RIGHTS

52.204-4 PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER MAY 2011 **C.2**

52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 30 days of contract expiration. (End of Clause)

C.3 2.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 days of contract expiration.; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

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

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

(End of Clause)

C.4 52.232-19 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR (APR 1984)

Funds are not presently available for performance under this contract beyond the base year period. The Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond the base year

period, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

(End of Clause)

C.5 VAAR 852.228-71 INDEMNIFICATION AND INSURANCE (MAR 2018)

(a) *Indemnification.* The contractor expressly agrees to indemnify and save the Government, its officers, agents, servants, and employees harmless from and against any and all claims, loss, damage, injury, and liability, however caused, resulting from, arising out of, or in any way connected with the performance of work under this agreement. Further, it is agreed that any negligence or alleged negligence of the Government, its officers, agents, servants, and employees, shall not be a bar to a claim for indemnification unless the act or omission of the Government, its officers, agents, servants, and employees is the sole, competent, and producing cause of such claims, loss, damage, injury, and liability. At the option of the contractor, and subject to the approval by the contracting officer of the sources, insurance coverage may be employed as guaranty of indemnification.

(b) *Insurance.* Satisfactory insurance coverage is a condition precedent to award of a contract. In general, a successful bidder must present satisfactory evidence of full compliance with State and local requirements, or those below stipulated, whichever are the greater. More specifically, workers' compensation and employer's liability coverage will conform to applicable State law requirements for the service contemplated, whereas general liability and aircraft liability of comprehensive type shall, in the absence of higher statutory minimums, be required in the amounts per aircraft used of not less than \$200,000 per person and \$500,000 per occurrence for bodily injury and \$200,000 per occurrence for property damage. Coverage for passenger liability bodily injury shall be at least \$200,000 multiplied by the number of seats or passengers, whichever is greater. State-approved sources of insurance coverage ordinarily will be deemed acceptable to the Department of Veterans Affairs installation, subject to timely certifications by such sources of the types and limits of the coverages afforded by the sources to the bidder.

(End of Clause)

C.6 VAAR 852.203-70 COMMERCIAL ADVERTISING (MAY 2018)

The Contractor shall not make reference in its commercial advertising to Department of Veterans Affairs contracts in a manner that states or implies the Department of Veterans Affairs approves or endorses the Contractor's products or services or considers the Contractor's products or services superior to other products or services.

(End of Clause)

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C.7 VAAR 852.215-71 EVALUATION FACTOR COMMITMENTS (DEC 2009)

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

(End of Clause)

FAR Number Title
 52.232-18 AVAILABILITY OF FUNDS

Date
 APR 1984

852.219-74 Limitations on Subcontracting Monitoring and Compliance. (JUL 2018)

LIMITATIONS ON SUBCONTRACTING MONITORING AND COMPLIANCE

- (a) This solicitation includes _____ [Fill-in clause/provision] [Note: Contracting Officers must fill-in the applicable clause required to be included in sole- source and/or set-aside acquisitions (e.g., VA Acquisition Regulation (VAAR) 852.219-10, VA Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside; FAR 52.219-6, Notice of Total Small Business Set-Aside).]
- (b) Accordingly, any contract resulting from this solicitation is subject to the limitation on subcontracting requirements in 13 CFR 125.6, or the limitations on subcontracting requirements in the FAR clause, as applicable. The Contractor is advised that in performing contract administration functions, the Contracting Officer 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.
- (c) 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 Contracting Officer in assessing the Contractor for compliance are protected to ensure information or data is not improperly disclosed or other impropriety occurs.
- (d) 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 Contracting Officer to assess the Contractor's compliance with the limitations on subcontracting or percentage of work performance requirement.

(End of clause)

852.219-76 Subcontracting Plans Monitoring and Compliance. As prescribed in 819.7203(c) insert the following clause: SUBCONTRACTING PLANS MONITORING AND COMPLIANCE (JUL 2018)

- (a) This solicitation includes FAR 52.219-9, Small Business Subcontracting Plan, and VAAR 852.219-9, VA Small Business Subcontracting Plan Minimum Requirement.
- (b) Accordingly, any contract resulting from this solicitation will include these clauses, unless the contract is awarded to a small business concern. The Contractor is advised in performing contract administration functions, the Contracting Officer may use the services of a support contractor(s) to assist in assessing the Contractor's compliance with the plan, including reviewing the Contractor's accomplishments in achieving the subcontracting goals in the plan. To that end, the support contractor(s) may require access to the Contractor's business records or other proprietary data to review such business records regarding the Contractor's compliance with this requirement.
- (c) 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 Contracting Officer in assessing the Contractor for compliance are protected to ensure information or data is not improperly disclosed or other impropriety occurs.
- (d) 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 Contracting Officer to assess the Contractor compliance with the subcontracting plan. (End of clause)

C.8 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.9 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 ARKANSAS. 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)

<u>FAR Number</u>	<u>Title</u>	<u>Date</u>
52.217-5	EVALUATION OF OPTIONS	JUL 1990
52.237-3	CONTINUITY OF SERVICES	JAN 1991

C.10 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS—COMMERCIAL ITEMS (JAN 2018)

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

(1) 52.203-19, 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 10878 (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.

[X] (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).

[X] (22) 52.219-28, Post Award Small Business Program Rerepresentation (Jul 2013) (15 U.S.C. 632(a)(2)).

☐ (23) 52.219-29, Notice of Set-Aside for, or Sole Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (DEC 2015) (15 U.S.C. 637(m)).

☐ (24) 52.219-30, Notice of Set-Aside for, or Sole Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (DEC 2015) (15 U.S.C. 637(m)).

[X] (25) 52.222-3, Convict Labor (June 2003) (E.O. 11755).

☐ (26) 52.222–19, Child Labor—Cooperation with Authorities and Remedies (JAN 2018) (E.O. 13126).

[X] (27) 52.222-21, Prohibition of Segregated Facilities (APR 2015).

[X] (28) 52.222–26, Equal Opportunity (SEP 2016) (E.O. 11246).

☐ (29) 52.222-35, Equal Opportunity for Veterans (OCT 2015) (38 U.S.C. 4212).

[X] (30) 52.222-36, Equal Opportunity for Workers with Disabilities (JUL 2014) (29 U.S.C. 793).

☐ (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).

[X] (33)(i) 52.222-50, Combating Trafficking in Persons (MAR 2015) (22 U.S.C. chapter 78 and E.O. 13627).

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

☐ (34) 52.222-54, Employment Eligibility Verification (OCT 2015). (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)(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.)

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

☐ (36) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (JUN 2016) (E.O. 13693).

☐ (37) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (JUN 2016) (E.O. 13693).

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

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

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

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

☐ (40) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007)(42 U.S.C. 8259b).

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

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

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

☐ (43) 52.223-20, Aerosols (JUN 2016) (E.O. 13693).

☐ (44) 52.223-21, Foams (JUN 2016) (E.O. 13693).

☐ (45) (i) 52.224-3, Privacy Training (JAN 2017) (5 U.S.C. 552a).

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

☐ (46) 52.225-1, Buy American—Supplies (MAY 2014) (41 U.S.C. chapter 83).

☐ (47)(i) 52.225-3, Buy American—Free Trade Agreements—Israeli Trade Act (MAY 2014) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 11242, 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.

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

☒ (49) 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).

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

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

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

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

☐ (54) 52.232-30, Installment Payments for Commercial Items (JAN 2017) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

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

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

☐ (57) 52.232-36, Payment by Third Party (MAY 2014) (31 U.S.C. 3332).

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

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

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

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

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

☐ (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).

☒ (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 (I) 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) 52.222-62 Paid Sick Leave Under Executive Order 13706 (JAN 2017) (E.O. 13706).
 - (xviii)(A) 52.224-3, Privacy Training (JAN 2017) (5 U.S.C. 552a).
 - (B) Alternate I (JAN 2017) of 52.224-3.
 - (xix) 52.225–26, Contractors Performing Private Security Functions Outside the United States (OCT2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).
 - (xx) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (MAY 2014) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.
 - (xxi) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.
- (2) While not required, the Contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of Clause)

<u>FAR Number</u>	<u>Title</u>	<u>Date</u>
52.228-5	INSURANCE—WORK ON A GOVERNMENT INSTALLATION	JAN 1997
52.204-9	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR	JAN 2011
	PERSONNEL	
	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:

	<u>FAR Number</u>	<u>Title</u>	<u>Date</u>
52.204-18		COMMERCIAL AND GOVERNMENT ENTITY CODE JUL 2016 MAINTENANCE	
	52.232-40	PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS	DEC 2013

(End of Addendum to 52.212-4)

SECTION D - CONTRACT DOCUMENTS, EXHIBITS, OR ATTACHMENTS

See attached document: WAGE DETERMINATION.

SECTION E - SOLICITATION PROVISIONS

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

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

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

- (1) The solicitation number;
- (2) The time specified in the solicitation for receipt of offers;
- (3) The name, address, and telephone number of the offeror;
- (4) A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary;
- (5) Terms of any express warranty;
- (6) Price and any discount terms;
- (7) "Remit to" address, if different than mailing address;
- (8) A completed copy of the representations and certifications at FAR 52.212-3 (see FAR 52.212-3(b) for those representations and certifications that the offeror shall complete electronically);
- (9) Acknowledgment of Solicitation Amendments;
- (10) Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items and other references (including contract numbers, points of contact with telephone numbers and other relevant information); and
- (11) If the offer is not submitted on the SF 1449, include a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. Offers that fail to furnish required representations or information, or reject the terms and conditions of the solicitation may be excluded from consideration.

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

(d) *Product samples.* When required by the solicitation, product samples shall be submitted at or prior to the time specified for receipt of offers. Unless otherwise specified in this solicitation, these

samples shall be submitted at no expense to the Government, and returned at the sender's request and expense, unless they are destroyed during preaward testing.

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

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

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

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

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

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

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

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

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

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

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

exact time set for receipt of offers, the identity of the person requesting withdrawal is established and the person signs a receipt for the offer.

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

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

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

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

GSA Federal Supply Service Specifications Section

Suite 8100 470 East L'Enfant Plaza, SW

Washington, DC 20407 Telephone (202) 619-8925 Facsimile (202) 619-8978.

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

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

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

(ii) Quick Search (<http://quicksearch.dla.mil/>); (iii) ASSISTdocs.com (<http://assistdocs.com>).

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

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

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

(iii) Ordering from DoDSSP, Building 4, Section D, 700 Robbins Avenue, Philadelphia, PA 191115094, Telephone (215) 697-2667/2179, Facsimile (215) 697-1462.

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

(j) *Unique entity identifier.* (Applies to all offers exceeding \$10,000, and offers of \$10,000 or less if the solicitation requires the Contractor to be registered in the System for Award Management (SAM) database.) The Offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation “Unique Entity Identifier” followed by the unique entity identifier that identifies the Offeror’s name and address. The Offeror also shall enter its Electronic Funds Transfer (EFT) indicator, if applicable. The EFT indicator is a four-character suffix to the unique entity identifier. The suffix is assigned at the discretion of the Offeror to establish additional SAM records for identifying alternative EFT accounts (see subpart 32.11) for the same entity. If the Offeror does not have a unique entity identifier, it should contact the entity designated at www.sam.gov for unique entity identifier establishment directly to obtain one. The Offeror should indicate that it is an offeror for a Government contract when contacting the entity designated at www.sam.gov for establishing the unique entity identifier.

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

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

(1) The agency's evaluation of the significant weak or deficient factors in the debriefed offeror's offer.

(2) The overall evaluated cost or price and technical rating of the successful and the debriefed offeror and past performance information on the debriefed offeror.

(3) The overall ranking of all offerors, when any ranking was developed by the agency during source selection.

(4) A summary of the rationale for award;

(5) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.

(6) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

(End of Provision)

FAR Number Title

Date

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:

<u>FAR Number</u>	<u>Title</u>	<u>Date</u>
52.204-17	OWNERSHIP OR CONTROL OF OFFEROR	JUL 2016

52.217-4 EVALUATION OF OPTIONS EXERCISED AT TIME OF JUN 1988 CONTRACT AWARD

E.2 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:

Technical and past performance, when combined, are.

(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.3 52.216-1 TYPE OF CONTRACT (APR 1984)

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

(End of Provision)

E.4 VAAR 852.215-70 SERVICE-DISABLED VETERAN-OWNED AND VETERAN-OWNED SMALL BUSINESS EVALUATION FACTORS (JUL 2016) (DEVIATION)

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

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

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

(End of Provision)

E.5 VAAR 852.233-70 PROTEST CONTENT/ALTERNATIVE DISPUTE RESOLUTION (JAN 2008)

(a) Any protest filed by an interested party shall:

- (1) Include the name, address, fax number, and telephone number of the protester;
- (2) Identify the solicitation and/or contract number;
- (3) Include an original signed by the protester or the protester's representative and at least one copy;
- (4) Set forth a detailed statement of the legal and factual grounds of the protest, including a description of resulting prejudice to the protester, and provide copies of relevant documents;
- (5) Specifically request a ruling of the individual upon whom the protest is served;
- (6) State the form of relief requested; and
- (7) Provide all information establishing the timeliness of the protest.

(b) Failure to comply with the above may result in dismissal of the protest without further consideration.

(c) Bidders/offerors and contracting officers are encouraged to use alternative dispute resolution (ADR) procedures to resolve protests at any stage in the protest process. If ADR is used, the Department of Veterans Affairs will not furnish any documentation in an ADR proceeding beyond what is allowed by the Federal Acquisition Regulation.

(End of Provision)

E.6 VAAR 852.233-71 ALTERNATE PROTEST PROCEDURE (JAN 1998)

As an alternative to filing a protest with the contracting officer, an interested party may file a protest with the Deputy Assistant Secretary for Acquisition and Materiel Management, Acquisition Administration Team, Department of Veterans Affairs, 810 Vermont Avenue, NW., Washington, DC 20420, or for solicitations issued by the Office of Construction and Facilities Management, the Director, Office of Construction and Facilities Management, 810 Vermont Avenue, NW., Washington, DC 20420.

The protest will not be considered if the interested party has a protest on the same or similar issues pending with the contracting officer.

(End of Provision)

E.7 VAAR 852.270-1 REPRESENTATIVES OF CONTRACTING OFFICERS (JAN 2008)

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

(End of Provision)

E.8 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 JUL 2016 REPORTING	
	52.204-20	PREDECESSOR OF OFFEROR	JUL 2016

(End of Addendum to 52.212-1)

E.9 52.233-2 SERVICE OF PROTEST (SEP 2006)

Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from: Jacqueline Simpson

Jacqueline.Simpson3@va.gov Hand-Carried Address:

Department of Veterans Affairs

NCO 16 (90C/NLR)
Central Arkansas Veterans HCS
2200 Fort Roots Drive, Bldg 41, Room 221 North Little Rock AR 72114 1706 Mailing Address:

Department of Veterans Affairs

NCO 16 (90C/NLR)
Central Arkansas Veterans HCS
2200 Fort Roots Drive, Bldg 41, Room 221
North Little Rock AR 72114 1706

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of Provision)

E.10 52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS— COMMERCIAL ITEMS (NOV 2017)

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

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

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

Forced or indentured child labor means all work or service—

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

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

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

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

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

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

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

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

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

- (1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;
- (2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;
- (3) Consist of providing goods or services to marginalized populations of Sudan;

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

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

(6) Have been voluntarily suspended.

“Sensitive technology”—

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

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

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

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

Service-disabled veteran-owned small business concern—

(1) Means a small business concern—

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

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

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

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

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

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

(i) One or more socially disadvantaged (as defined at 13 CFR 124.103) and economical 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

(iii) taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

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

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

- (1) Directly by a parent corporation; or
- (2) Through another subsidiary of a parent corporation.

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

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

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

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

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

- (1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and
- (2) Whose management and daily business operations are controlled by one or more women.

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

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

(2) The offeror has completed the annual representations and certifications electronically via the SAM website access through <http://www.acquisition.gov>. After reviewing the SAM database information, the offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications—Commercial Items, have

been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs .

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(2) Foreign End Products:

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

[List as necessary]

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

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

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

product,” “Israeli end product,” and “United States” are defined in the clause of this solicitation entitled “Buy American—Free Trade Agreements—Israeli Trade Act.”

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

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

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

[List as necessary]

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

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

[List as necessary]

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

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

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

Canadian End Products:

Line Item No.

_____ <i>[List as necessary]</i>

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

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

Canadian or Israeli End Products:

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

[List as necessary]

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

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

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

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

[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
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_____	_____
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[List as necessary]

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

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

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

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

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

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

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

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

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

(ii) *Examples.*

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

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

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

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

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

(1) *Listed end products.*

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

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

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

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

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

(2) ☐ Outside the United States.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

☐ TIN: _____.

☐ TIN has been applied for.

☐ TIN is not required because:

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

(4) *Type of organization.*

☐ Sole proprietorship;

☐ Partnership;

☐ Corporate entity (not tax-exempt);

☐ Corporate entity (tax-exempt);

☐ Government entity (Federal, State, or local);

☐ Foreign government;

☐ International organization per 26 CFR 1.6049-4; ☐ Other _____.

(5) *Common parent.*

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

Name _____ TIN _____.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Immediate owner CAGE code: ____.

Immediate owner legal name: ____.

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

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

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

Highest-level owner CAGE code: ____.

Highest-level owner legal name: ____.

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

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

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

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

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

(2) The Offeror represents that—

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

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

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

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

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

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

Predecessor legal name: ____.

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

(s) [Reserved]

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

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

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

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

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

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

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

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

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

(End of Provision)