PAGE 1 OF

1. REQUISITION NO.

2. CONTRACT NO.

3. AWARD/EFFECTIVE DATE

4. ORDER NO.

5. SOLICITATION NUMBER

6. SOLICITATION ISSUE DATE

a. NAME

b. TELEPHONE NO. (No Collect Calls)

8. OFFER DUE DATE/LOCAL

TIME

9. ISSUED BY

CODE

10. THIS ACQUISITION IS

UNRESTRICTED OR

SET ASIDE:

% FOR:

SMALL BUSINESS

HUBZONE SMALL

BUSINESS

SERVICE-DISABLED

VETERAN-OWNED

SMALL BUSINESS

WOMEN-OWNED SMALL BUSINESS

(WOSB) ELIGIBLE UNDER THE WOMEN-OWNED

SMALL BUSINESS PROGRAM

EDWOSB

8(A)

NAICS:

SIZE STANDARD:

11. DELIVERY FOR FOB DESTINA-

TION UNLESS BLOCK IS

MARKED

SEE SCHEDULE

12. DISCOUNT TERMS

13a. THIS CONTRACT IS A

RATED ORDER UNDER

DPAS (15 CFR 700)

13b. RATING

14. METHOD OF SOLICITATION

RFQ

IFB

RFP

15. DELIVER TO

CODE

16. ADMINISTERED BY

CODE

17a. CONTRACTOR/OFFEROR

CODE

FACILITY CODE

18a. PAYMENT WILL BE MADE BY

CODE

TELEPHONE NO.

DUNS:

DUNS+4:

PHONE:

FAX:

17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER

18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED

SEE ADDENDUM

19.

20.

21.

22.

23.

24.

ITEM NO.

SCHEDULE OF SUPPLIES/SERVICES

QUANTITY

UNIT

UNIT PRICE

AMOUNT

(Use Reverse and/or Attach Additional Sheets as Necessary)

25. ACCOUNTING AND APPROPRIATION DATA

26. TOTAL AWARD AMOUNT (For Govt. Use Only)

27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA

ARE

ARE NOT ATTACHED.

27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA

ARE

ARE NOT ATTACHED

28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

29. AWARD OF CONTRACT: REF. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ OFFER

COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND

DATED \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. YOUR OFFER ON SOLICITATION

DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY

(BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE

ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED

SET FORTH HEREIN IS ACCEPTED AS TO ITEMS:

30a. SIGNATURE OF OFFEROR/CONTRACTOR

31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)

30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)

30c. DATE SIGNED

31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT)

31c. DATE SIGNED

AUTHORIZED FOR LOCAL REPRODUCTION

(REV. 2/2012)

PREVIOUS EDITION IS NOT USABLE

Prescribed by GSA - FAR (48 CFR) 53.212

7. FOR SOLICITATION

INFORMATION CALL:

STANDARD FORM 1449

**OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30**

**SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS**

37

523-19-2-4810-0030

36C24119Q0123

02-04-2019

Craig Harris

603-314-1664

02-18-2019

12:00pm

36C241

Department of Veterans Affairs

VAMC Manchester

NCO 1

718 Smyth Road

Manchester NH 03104

X

100

X

Y

811219

$20.5 Million

X

N/A

X

36C241

Department of Veterans Affairs

Boston VAMC

NCO 1

150 South Huntington Ave

Boston MA 02130

36C241

Department of Veterans Affairs

VAMC Manchester

NCO 1

718 Smyth Road

Manchester NH 03104

Department of Veterans Affairs

To Submit Electronic Payment Requests:

See Clause 852.232-72

<http://www.fsc.va.gov/einvoice.asp>

Austin TX 78714-9971

See CONTINUATION Page

Fixed firm price non-personal service requirement for

Boston HCS Sterilizer washer maintenance and repair

at the Jamaica Plains VAMC and West Roxbury VAMC

in strict accordance with the Performance Work Statement.

Period of performance is 3/1/2019 through 2/29/2020

with (4) one-year options.

Please email questions to Craig.Harris@va.gov no later

than 12:00pm EST on 2/14/2019.

Obligation # shall be used for all invoices.

See CONTINUATION Page

523-3690162-4810-854100-2580 0100C10X7

Obligation # 523

X

X

X

1

ANN MARIE STEWART

VA-VHA-SAOE- 2018-7588D50F

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# SECTION B - CONTINUATION OF SF 1449 BLOCKS

## B.1 CONTRACT ADMINISTRATION DATA

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

a. CONTRACTOR:

b. GOVERNMENT: Contracting Officer 36C241 Craig Harris

Department of Veterans Affairs

VAMC Manchester

NCO 1

718 Smyth Road

Manchester NH 03104

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

|  |  |
| --- | --- |
| [X] | 52.232-33, Payment by Electronic Funds Transfer—System For Award Management, or |

3. INVOICES: Invoices shall be submitted in arrears:

a. Quarterly [X] Monthly

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

To Submit Electronic Payment Requests:

See Clause 852.232-72

<http://www.fsc.va.gov/einvoice.asp>

Austin TX 78714-9971

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

|  |  |
| --- | --- |
| AMENDMENT NO | DATE |
|  |  |
|  |  |
|  |  |

## B.2 Performance Work Statement

VA BOSTON HEALTHCARE SYSTEM

STERILIZER SERVICE CONTRACT

Full Service Maintenance contract to include all necessary labor, tools, equipment, transportation and parts (with the exclusions noted below) required to perform repair and preventive maintenance on equipment listed below. All equipment shall be maintained in proper operating condition as specified by the manufacturer. Contractor must have proven access to manufacturers (OEM) parts, manuals and schematics needed to perform the service. We are requesting a base plus four (4) options contract.

Hours of coverage: 8:00 am to 4:30pm, Monday-Friday (excluding Federal Holidays)

Specifications of Work: Repair Services will be provided, at the request of the VA, to diagnose and correct equipment malfunctions on a routine basis. All repairs shall be performed to manufacturer’s specification by a trained technician with experience on the unit.

Preventive Maintenance Service will be mutually scheduled in advance during contractor’s normal weekday working hours and will be performed at two (2) month intervals. Preventive maintenance inspections shall include a minimum: electrical safety testing, lubrication, adjustment, testing and replacement of faulty parts and parts which are likely to fail during the specified time of this contract, and verification of proper operation conforming to manufacturer’s specifications. Upon completion of PM, the unit must be clearly labeled with a sticker stating the date the last PM was completed and the due date of the next PM, as well as the name of the technician that performed said PM.

Documentation Requirements: At the completion of each service call/PM, the contractor will provide a written service report to Engineering. This report will clearly show the date of service, type of service performed, model and serial numbers, name of field technician(s), a description of the work performed and a list of any parts replaced. All Documentation shall be electronically transmitted to the COR.

Service and Parts Not Covered or Excluded by Contractor: COR authorization must be received prior to performance of any work or parts outside the scope of this contract or payment will not be authorized. Work and parts outside the scope of this contract are:

Consumables including charts, paper roll, ink cartridges, lamps lubricants, test items, cleaning agents, sterilization agent, printer paper and similar items are not covered. Expendable parts, such as filters, gaskets/seals, trap elements, fuses, detergent squeeze tubes, light handles, technician supplies, and similar items are not covered.

Overhaul or rebuild, upgrade or modification of contracted equipment. Industry standard exclusions such as heat exchangers, sonic & scope washer lid assemblies are not covered.

Service visits due to equipment failure resulting from operator error, misuse by any party, or improper operations or when after inspection of the equipment in question by contractor, it is determined that, in fact, no repair was actually required.

Visits to perform preventive maintenance and safety inspections on equipment which was not available or which could not be located at the time of a previously scheduled preventive maintenance and safety inspection.

Service visits due to damage or loss caused by fire, theft, explosions, strikes, floods, riots, power failures, unauthorized repair or any other cause beyond the control of contractor.

ADDITIONS AND DELETIONS

Under the terms of the contract similar and identical equipment may be added or deleted. Pricing shall be communicated with and negotiated with the Contracting office at the time of each occurrence.

EQUIPMENT LIST

JAMAICA PLAIN

|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
| PM TAG # |  | DESCRIPTION |  | MANUFACTURER | MODEL | SERIAL# | LOCATION |
|  | | | | | | | |
| ACA BLDG | OR SUITE | JP |  |  |  |  |  |
| 69453 |  | CASTLE STERILIZER |  | CASTLE | 133 | 99D59964 | F342 |
| 69454 |  | CASTLE STERILIZER |  | CASTLE | 133 | 99C59922 | F362 |
| 83552 |  | CASTLE STERILIZER |  | CASTLE | 133 | 99D59966 | F353 |
| 69516 |  | WARMING CABINET |  | STERIS | QDJ04 | 414802019 | 3F55 |
| 13208 |  | WARMING CABINET |  | AMSCO | DJ4112013 | 409292008 | PACU |
| 139140 |  | WARMING CABINET |  | GANIM MEDICAL | SWC72 | 071612-710 | 2D159-1-JP |
| BLDG 1 JP SPD STERILIZERS | | |  |  |  |  |  |
| 10089 |  | VAC STERILIZER |  | AMSCO | 3053 | 0126989-19 | 2D74 SPD |
| 12793 |  | VAC STERILIZER |  | AMSCO | 3053 | 0124090-03 | 2D74 SPD |
| 19422 |  | WASHER STERILIZER |  | AMSCO | 444 | 3627794011 | 2D74 SPD |
| 140234 |  | WASHER STERILIZER |  | BELIMED | WD290-09SS2 | 994031025022 | 2D74 SPD |
| 140232 |  | WASHER STERILIZER |  | BELIMED | WD290-09SS2 | 994031025021 | 2D74 SPD |

WEST ROXBURY

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| PM # | Description | Manufacturer | Model | Serial | Location |
| 30280 | O.R Light ALM PRX 64000 | ALM | PRX 6400 | 50141336 | OR RM 2 |
| 31987 | O.R Light ALM PRX6400 | ALM | PRX 6400 | 501414301 | OR RM 5 |
| 32358 | Amsco Scope Washer - 90A2 | AMSCO | 90A2 | n/a | SPD |
| 32359 | Amsco Scope Washer 90A2 | Steris | 90A2 | n/a | CYSTO |
| 35613 | Steam Sterilizer, Castle MC3525 | Castle | MC3525 | 96D57835 | OR |
| 35614 | Steam Sterilizer, Castle MC3522 | Castle | MC3522 | 96E7868 | OR |
| 36420 | Steam Sterilizer, Amsco Eagle MCPC | Amsco | 2031 MCPC | 11688004 | LAB, 1C100 |
| 36421 | Steam Sterilizer, Amsco Eagle | Amsco | 2031 Eagle MCPC | 116288002 | LAB, 1C100 |
| 4651 | Washer Sterilizer, Castle 3525 | Castle | 3525 | 671840 | SPD |
| 4909 | OR Light, ALM PRX 6400 | ALM | PRX 6400 | 501414284 | OR RM 3 |
| 4910 | OR Light, ALM PRX 6400 | ALM | PRX 6400 | 501414282 | OR RM 4 |
| 51652 | OR Light, ALM 5002 | ALM | 5002 | E5002031852 | 5th FL OR |
| 52543 | Cart Washer, Getinge Castle | Getinge/Castle |  |  | SPD |
| 69379 | Tunnel Washer, Steris 777 | Steris | 777 |  | SPD |
| 7954 | Steam Sterilizer, Castle 3633 | Castle | 3633 | 52410 | SPD |
| RM1 | OR Light, ALM PRISM | ALM | Prism | 2480 | OR RM 1 |
| 43630 | Warming Cabinet | Amsco | QDJ04 | 0425193108 | OR |
| EE21471 | Warming Cabinet | Amsco | QDJ03 | 0426995006 | Cysto |
| EE81482 | Warming Cabinet | Amsco | QDJ02 | NSN | OR |
| EE81404 | Prevac Sterilizer, Steris Century V160H | Steris | V160H |  | SPD |
| 97424 | DIGITAL WARMING CABINET | Steris | 24INCH | 429207046 | A317-02-WR |
| 97422 | DIGITAL WARMING CABINET | Steris | 24INCH | 429007010 | A313-02-WR |
| 97421 | DIGITAL WARMING CABINET | Steris | 24INCH | 429707050 | A313-02-WR |
| 112594 | CAVIWAVE SONIC CLEANER-20 GAL. | Steris | CR12 | 96AWR9 | AB3-02-WR |
| 127334 | CENT VAC SD STEAM REC STERILIZER | Steris | FS1221001 | n/a | A320-02-WR |
| 127335 | CENT VAC SD STEAM REC STERILIZER | Steris | FS1221001 | n/a | A320-02-WR |

## B.3 PRICE/COST SCHEDULE

### ITEM INFORMATION

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| ITEM NUMBER | DESCRIPTION OF SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
| 0001 |  | 12.00 | MO | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
|  | JAMAICA PLAIN VAMC STERILIZER-WASHER EQUIPMENT PM CONTRACTOR SHALL PROVIDE ALL LABOR, TOOLS, MATERIALS AND EQUIPMENT TO PERFORM FULL MAINTENANCE COVERAGE IN ACCORDANCE WITH THE PWS AND EQUIPMENT LIST.  Contract Period: Base POP Begin: 03-01-2019 POP End: 02-29-2020 | | | |  |
| 0002 |  | 12.00 | MO | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
|  | WEST ROXBURY VAMC-CONTRACTOR SHALL PROVIDE ALL LABOR, TOOLS, MATERIALS AND EQUIPMENT TO PERFORM FULL MAINTENANCE COVERAGE IN ACCORDANCE WITH THE PWS AND EQUIPMENT LIST.  Contract Period: Base POP Begin: 03-01-2019 POP End: 02-29-2020 | | | |  |
| 0003 |  | 1.00 | YR | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
|  | PARTS NOT COVERED BY THE CONTRACT ESTIMATED. VENDOR WILL PROVIDE QUOTES TO THE COR FOR APPROVAL. NO MORE THAN 5% MARKUP ON LINE ITEM. Contract Period: Base POP Begin: 03-01-2019 POP End: 02-29-2020 | | | |  |
| 0004 |  | 40.00 | HR | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
|  | LABOR NOT COVERED BY THE CONTRACT ESTIMATED  Contract Period: Base POP Begin: 03-01-2019 POP End: 02-29-2020 | | | |  |
| 0005 |  | 40.00 | HR | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
|  | PREMIUM HOURS Contract Period: Base POP Begin: 03-01-2019 POP End: 02-29-2020 | | | |  |
| 1001 |  | 12.00 | MO | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
|  | JAMAICA PLAIN VAMC-CONTRACTOR SHALL PROVIDE ALL LABOR, TOOLS, MATERIALS AND EQUIPMENT TO PERFORM FULL MAINTENANCE COVERAGE IN ACCORDANCE WITH THE PWS AND EQUIPMENT LIST.  Contract Period: Option 1 POP Begin: 03-01-2020 POP End: 02-28-2021 | | | |  |
| 1002 |  | 12.00 | MO | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
|  | WEST ROXBURY VAMC-CONTRACTOR SHALL PROVIDE ALL LABOR, TOOLS, MATERIALS AND EQUIPMENT TO PERFORM FULL MAINTENANCE COVERAGE IN ACCORDANCE WITH THE PWS AND EQUIPMENT LIST.  Contract Period: Option 1 POP Begin: 03-01-2020 POP End: 02-28-2021 | | | |  |
| 1003 |  | 1.00 | YR | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
|  | PARTS NOT COVERED BY THE CONTRACT ESTIMATED. VENDOR WILL PROVIDE QUOTES TO THE COR FOR APPROVAL. NO MORE THAN 5% MARKUP ON LINE ITEM. Contract Period: Option 1 POP Begin: 03-01-2020 POP End: 02-28-2021 | | | |  |
| 1004 |  | 40.00 | HR | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
|  | LABOR NOT COVERED BY THE CONTRACT ESTIMATED  Contract Period: Option 1 POP Begin: 03-01-2020 POP End: 02-28-2021 | | | |  |
| 1005 |  | 40.00 | HR | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
|  | PREMIUM HOURS Contract Period: Option 1 POP Begin: 03-01-2020 POP End: 02-28-2021 | | | |  |
| 2001 |  | 12.00 | MO | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
|  | JAMAICA PLAIN VAMC-CONTRACTOR SHALL PROVIDE ALL LABOR, TOOLS, MATERIALS AND EQUIPMENT TO PERFORM FULL MAINTENANCE COVERAGE IN ACCORDANCE WITH THE PWS AND EQUIPMENT LIST.  Contract Period: Option 2 POP Begin: 03-01-2021 POP End: 02-28-2022 | | | |  |
| 2002 |  | 12.00 | MO | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
|  | WEST ROXBURY VAMC-CONTRACTOR SHALL PROVIDE ALL LABOR, TOOLS, MATERIALS AND EQUIPMENT TO PERFORM FULL MAINTENANCE COVERAGE IN ACCORDANCE WITH THE PWS AND EQUIPMENT LIST.  Contract Period: Option 2 POP Begin: 03-01-2021 POP End: 02-28-2022 | | | |  |
| 2003 |  | 1.00 | YR | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
|  | PARTS NOT COVERED BY THE CONTRACT ESTIMATED. VENDOR WILL PROVIDE QUOTES TO THE COR FOR APPROVAL. NO MORE THAN 5% MARKUP ON LINE ITEM.  Contract Period: Option 2 POP Begin: 03-01-2021 POP End: 02-28-2022 | | | |  |
| 2004 |  | 40.00 | HR | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
|  | LABOR NOT COVERED BY THE CONTRACT ESTIMATED  Contract Period: Option 2 POP Begin: 03-01-2021 POP End: 02-28-2022 | | | |  |
| 2005 |  | 40.00 | HR | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
|  | PREMIUM HOURS Contract Period: Option 2 POP Begin: 03-01-2021 POP End: 02-28-2022 | | | |  |
| 3001 |  | 12.00 | MO | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
|  | JAMAICA PLAIN VAMC-CONTRACTOR SHALL PROVIDE ALL LABOR, TOOLS, MATERIALS AND EQUIPMENT TO PERFORM FULL MAINTENANCE COVERAGE IN ACCORDANCE WITH THE PWS AND EQUIPMENT LIST.  Contract Period: Option 3 POP Begin: 03-01-2022 POP End: 02-28-2023 | | | |  |
| 3002 |  | 12.00 | MO | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
|  | WEST ROXBURY VAMC-CONTRACTOR SHALL PROVIDE ALL LABOR, TOOLS, MATERIALS AND EQUIPMENT TO PERFORM FULL MAINTENANCE COVERAGE IN ACCORDANCE WITH THE PWS AND EQUIPMENT LIST.  Contract Period: Option 3 POP Begin: 03-01-2022 POP End: 02-28-2023 | | | |  |
| 3003 |  | 1.00 | YR | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
|  | PARTS NOT COVERED BY THE CONTRACT ESTIMATED. VENDOR WILL PROVIDE QUOTES TO THE COR FOR APPROVAL. NO MORE THAN 5% MARKUP ON LINE ITEM.  Contract Period: Option 3 POP Begin: 03-01-2022 POP End: 02-28-2023 | | | |  |
| 3004 |  | 40.00 | HR | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
|  | LABOR NOT COVERED BY THE CONTRACT ESTIMATED  Contract Period: Option 3 POP Begin: 03-01-2022 POP End: 02-28-2023 | | | |  |
| 3005 |  | 40.00 | HR | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
|  | PREMIUM HOURS Contract Period: Option 3 POP Begin: 03-01-2022 POP End: 02-28-2023 | | | |  |
| 4001 |  | 12.00 | MO | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
|  | JAMAICA PLAIN VAMC-CONTRACTOR SHALL PROVIDE ALL LABOR, TOOLS, MATERIALS AND EQUIPMENT TO PERFORM FULL MAINTENANCE COVERAGE IN ACCORDANCE WITH THE PWS AND EQUIPMENT LIST.  Contract Period: Option 4 POP Begin: 03-01-2023 POP End: 02-29-2024 | | | |  |
| 4002 |  | 12.00 | MO | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
|  | WEST ROXBURY VAMC-CONTRACTOR SHALL PROVIDE ALL LABOR, TOOLS, MATERIALS AND EQUIPMENT TO PERFORM FULL MAINTENANCE COVERAGE IN ACCORDANCE WITH THE PWS AND EQUIPMENT LIST.  Contract Period: Option 4 POP Begin: 03-01-2023 POP End: 02-29-2024 | | | |  |
| 4003 |  | 1.00 | YR | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
|  | PARTS NOT COVERED BY THE CONTRACT ESTIMATED. VENDOR WILL PROVIDE QUOTES TO THE COR FOR APPROVAL. NO MORE THAN 5% MARKUP ON LINE ITEM. Contract Period: Option 4 POP Begin: 03-01-2023 POP End: 02-29-2024 | | | |  |
| 4004 |  | 40.00 | HR | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
|  | LABOR NOT COVERED BY THE CONTRACT ESTIMATED  Contract Period: Option 4 POP Begin: 03-01-2023 POP End: 02-29-2024 | | | |  |
| 4005 |  | 40.00 | HR | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
|  | PREMIUM HOURS Contract Period: Option 4 POP Begin: 03-01-2023 POP End: 02-29-2024 | | | |  |
|  |  |  |  | **GRAND TOTAL** | **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** |

# SECTION C - CONTRACT CLAUSES

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

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

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

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

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

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

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

|  |  |  |
| --- | --- | --- |
| **FAR Number** | **Title** | **Date** |
| 52.204-4 | PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER | MAY 2011 |
| 52.204-9 | PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL | JAN 2011 |
| 52.204-13 | SYSTEM FOR AWARD MANAGEMENT MAINTENANCE | OCT 2018 |
| 52.228-5 | INSURANCE—WORK ON A GOVERNMENT INSTALLATION | JAN 1997 |
| 52.232-40 | PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS | DEC 2013 |
| 52.237-2 | PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION | APR 1984 |

(End of Clause)

## C.2 52.203-17 CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (APR 2014)

(a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112–239) and FAR 3.908.

(b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.

(End of Clause)

## C.3 52.204-18 COMMERCIAL AND GOVERNMENT ENTITY CODE MAINTENANCE (JUL 2016)

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

*Commercial and Government Entity (CAGE) code* means—

(1) An identifier assigned to entities located in the United States or its outlying areas by the Defense Logistics Agency (DLA) Commercial and Government Entity (CAGE) Branch to identify a commercial or government entity; or

(2) An identifier assigned by a member of the North Atlantic Treaty Organization (NATO) or by the NATO Support and Procurement Agency (NSPA) to entities located outside the United States and its outlying areas that the DLA Commercial and Government Entity (CAGE) Branch records and maintains in the CAGE master file. This type of code is known as a NATO CAGE (NCAGE) code.

(b) Contractors shall ensure that the CAGE code is maintained throughout the life of the contract. For contractors registered in the System for Award Management (SAM), the DLA Commercial and Government Entity (CAGE) Branch shall only modify data received from SAM in the CAGE master file if the contractor initiates those changes via update of its SAM registration. Contractors undergoing a novation or change-of-name agreement shall notify the contracting officer in accordance with subpart 42.12. The contractor shall communicate any change to the CAGE code to the contracting officer within 30 days after the change, so that a modification can be issued to update the CAGE code on the contract.

(c) Contractors located in the United States or its outlying areas that are not registered in SAM shall submit written change requests to the DLA Commercial and Government Entity (CAGE) Branch. Requests for changes shall be provided at <https://cage.dla.mil>. Change requests to the CAGE master file are accepted from the entity identified by the code.

(d) Contractors located outside the United States and its outlying areas that are not registered in SAM shall contact the appropriate National Codification Bureau (points of contact available at <http://www.nato.int/structur/AC/135/main/links/contacts.htm>) or NSPA at <https://eportal.nspa.nato.int/AC135Public/scage/CageList.aspx> to request CAGE changes.

(e) Additional guidance for maintaining CAGE codes is available at <https://cage.dla.mil>.

(End of Clause)

## C.4 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 45 days.

(End of Clause)

## C.5 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 45 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 30 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 5 Years and 6 Months.

(End of Clause)

## C.6 SUPPLEMENTAL INSURANCE REQUIREMENTS

In accordance with FAR 28.307-2 and FAR 52.228-5, the following minimum coverage shall apply to this contract:

(a) Workers' compensation and employers liability: Contractors are required to comply with applicable Federal and State workers' compensation and occupational disease statutes. If occupational diseases are not compensable under those statutes, they shall be covered under the employer's liability section of the insurance policy, except when contract operations are so commingled with a Contractor's commercial operations that it would not be practical to require this coverage. Employer's liability coverage of at least $100,000 is required, except in States with exclusive or monopolistic funds that do not permit workers' compensation to be written by private carriers.

(b) General Liability: $1,000,000.00 per occurrences.

(c) Automobile liability: $500,000.00 per person; $1,000,000.00 per occurrence and $1,000,000.00 property damage.

(d) The successful bidder must present to the Contracting Officer, prior to award, evidence of general liability insurance without any exclusionary clauses for asbestos that would void the general liability coverage.

(End of Clause)

## C.7 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)

## C.8 VAAR 852.215-71 EVALUATION FACTOR COMMITMENTS (DEC 2009)

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

(End of Clause)

## C.9 VAAR 852.219-74 LIMITATIONS ON SUBCONTRACTING—MONITORING AND COMPLIANCE (JUL 2018)

(a) This solicitation includes FAR 52.219-14 Limitations on Subcontracting.

(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)

## C.10 VAAR 852.232-72 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS (NOV 2018)

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

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

(2) *Designated agency* office means the office designated by the purchase order, agreement, or contract to first receive and review invoices. This office can be contractually designated as the receiving entity. This office may be different from the office issuing the payment;

(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; and

(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 at the current website address provided in the contract.

(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).

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

(e) *Exceptions*. If, based on one of the circumstances in this paragraph (e), 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.11 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 **Massachusetts**. 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)

(End of Addendum to 52.212-4)

## C.12 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS—COMMERCIAL ITEMS (OCT 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) 52.204–23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (Jul 2018) (Section 1634 of Pub. L. 115–91).

(3) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (NOV 2015).

(4) 52.233-3, Protest After Award (Aug 1996) (31 U.S.C. 3553).

(5) 52.233-4, Applicable Law for Breach of Contract Claim (Oct 2004) (Public Laws 108-77 and 108-78 (19 U.S.C. 3805 note)).

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

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

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

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

[X] (4) 52.204–10, Reporting Executive Compensation and First-Tier Subcontract Awards (Oct 2018) (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).

[X] (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 (Oct 2018) (41 U.S.C. 2313).

[] (10) [Reserved]

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

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

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

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

[] (13) [Reserved]

[X] (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.

[X] (16) 52.219-8, Utilization of Small Business Concerns (Oct 2018) (15 U.S.C. 637(d)(2) and (3)).

[] (17)(i) 52.219-9, Small Business Subcontracting Plan (AUG 2018) (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 (JAN 2017) of 52.219-9.

[] (v) Alternate IV (AUG 2018) of 52.219-9.

[] (18) 52.219-13, Notice of Set-Aside of Orders (NOV 2011) (15 U.S.C. 644(r)).

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

[] (ii) Alternate I (FEB 1999) of 52.222-26.

[X] (29)(i) 52.222-35, Equal Opportunity for Veterans (OCT 2015) (38 U.S.C. 4212).

[] (ii) Alternate I (JULY 2014) of 52.222-35.

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

[] (ii) Alternate I (JULY 2014) of 52.222-36.

[X] (31) 52.222-37, Employment Reports on Veterans (FEB 2016) (38 U.S.C. 4212).

[X] (32) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496).

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

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

[X] (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, 112-42, and 112-43.

[] (ii) Alternate I (MAY 2014) of 52.225-3.

[] (iii) Alternate II (MAY 2014) of 52.225-3.

[] (iv) Alternate III (MAY 2014) of 52.225-3.

[] (48) 52.225–5, Trade Agreements (AUG 2018) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

[X] (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)).

[X] (55) 52.232-33, Payment by Electronic Funds Transfer—System for Award Management (Oct 2018) (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.

[] (iii) Alternate II (FEB 2006) 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 (AUG 2018) (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).

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| Employee Class | Monetary Wage-Fringe Benefits |
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[] (4) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards—Price Adjustment (Multiple Year and Option Contracts) (AUG 2018) (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).

[X] (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).

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

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

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

(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) 52.204–23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (Jul 2018) (Section 1634 of Pub. L. 115–91).

(iv) 52.219–8, Utilization of Small Business Concerns (Oct 2018) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds $700,000 ($1.5 million for construction of any public facility), the subcontractor must include 52.219–8 in lower tier subcontracts that offer subcontracting opportunities.

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

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

(vii) 52.222–26, Equal Opportunity (SEP 2016) (E.O. 11246).

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

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

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

(xi) 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.

(xii) 52.222-41, Service Contract Labor Standards (AUG 2018) (41 U.S.C. chapter 67).

(xiii)(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).

(xiv) 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).

(xv) 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).

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

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

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

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

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

(xx) 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).

(xxi) 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.

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

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

(End of Clause)

# SECTION D - CONTRACT DOCUMENTS, EXHIBITS, OR ATTACHMENTS

## D.1 See attached document: Past Performance Worksheet.

## D.2 QUALITY ASSURANCE SURVEILLANCE PLAN

# SECTION E - SOLICITATION PROVISIONS

## E.1 52.212-1 INSTRUCTIONS TO OFFERORS—COMMERCIAL ITEMS (OCT 2018)

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

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

(1) The solicitation number;

(2) The time specified in the solicitation for receipt of offers;

(3) The name, address, and telephone number of the offeror;

(4) A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary;

(5) Terms of any express warranty;

(6) Price and any discount terms;

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

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

(9) Acknowledgment of Solicitation Amendments;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

GSA Federal Supply Service Specifications Section

Suite 8100 470 East L'Enfant Plaza, SW

Washington, DC 20407

Telephone (202) 619-8925

Facsimile (202) 619-8978.

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

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

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

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

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

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

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

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

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

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

(j) *Unique entity identifier*. (Applies to all offers exceeding $3,500, and offers of $3,500 or less if the solicitation requires the Contractor to be registered in the System for Award Management (SAM).) 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](file:///\\DSI-KB2\KBA_Work\KBs\Dev7\GENTRAC\Segments\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](file:///\\DSI-KB2\KBA_Work\KBs\Dev7\GENTRAC\Segments\www.sam.gov) for establishing the unique entity identifier.

(k) [Reserved]

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

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

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

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

(4) A summary of the rationale for award;

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

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

(End of Provision)

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

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

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

## E.2 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

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

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

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

|  |  |  |
| --- | --- | --- |
| **FAR Number** | **Title** | **Date** |
| 52.217-5 | EVALUATION OF OPTIONS | JUL 1990 |

(End of Provision)

## E.3 52.204-7 SYSTEM FOR AWARD MANAGEMENT (OCT 2018)

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

*Electronic Funds Transfer (EFT) indicator* means a four-character suffix to the unique entity identifier. The suffix is assigned at the discretion of the commercial, nonprofit, or Government entity to establish additional System for Award Management records for identifying alternative EFT accounts (see subpart 32.11) for the same entity.

*Registered in the System for Award Management (SAM)* means that—

(1) The Offeror has entered all mandatory information, including the unique entity identifier and the EFT indicator, if applicable, the Commercial and Government Entity (CAGE) code, as well as data required by the Federal Funding Accountability and Transparency Act of 2006 (see subpart 4.14) into SAM;

(2) The offeror has completed the Core, Assertions, and Representations and Certifications, and Points of Contact sections of the registration in SAM;

(3) The Government has validated all mandatory data fields, to include validation of the Taxpayer Identification Number (TIN) with the Internal Revenue Service (IRS). The offeror will be required to provide consent for TIN validation to the Government as a part of the SAM registration process; and

(4) The Government has marked the record “Active”.

*Unique entity identifier* means a number or other identifier used to identify a specific commercial, nonprofit, or Government entity. See [*http://www.sam.gov*](http://www.sam.gov) for the designated entity for establishing unique entity identifiers.

(b)(1) An Offeror is required to be registered in SAM when submitting an offer or quotation, and shall continue to be registered until time of award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

(2) 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 exactly as stated in the offer. The Offeror also shall enter its EFT indicator, if applicable. The unique entity identifier will be used by the Contracting Officer to verify that the Offeror is registered in SAM.

(c) If the Offeror does not have a unique entity identifier, it should contact the entity designated at [*www.sam.gov*](https://vaww.aams.ecms.va.gov/AAMS_Production/DAV/cwcyyybjydyd1cyy/www.sam.gov) for establishment of the unique entity identifier directly to obtain one. The Offeror should be prepared to provide the following information:

(1) Company legal business name.

(2) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(3) Company physical street address, city, state, and Zip Code.

(4) Company mailing address, city, state and Zip Code (if separate from physical).

(5) Company telephone number.

(6) Date the company was started.

(7) Number of employees at your location.

(8) Chief executive officer/key manager.

(9) Line of business (industry).

(10) Company headquarters name and address (reporting relationship within your entity).

(d) Processing time should be taken into consideration when registering. Offerors who are not registered in SAM should consider applying for registration immediately upon receipt of this solicitation. See [*https://www.sam.gov*](https://www.sam.gov) for information on registration.

(End of Provision)

## E.4 52.204-16 COMMERCIAL AND GOVERNMENT ENTITY CODE REPORTING (JUL 2016)

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

*Commercial and Government Entity (CAGE) code* means—

(1) An identifier assigned to entities located in the United States or its outlying areas by the Defense Logistics Agency (DLA) Commercial and Government Entity (CAGE) Branch to identify a commercial or government entity; or

(2) An identifier assigned by a member of the North Atlantic Treaty Organization (NATO) or by the NATO Support and Procurement Agency (NSPA) to entities located outside the United States and its outlying areas that the DLA Commercial and Government Entity (CAGE) Branch records and maintains in the CAGE master file. This type of code is known as a NATO CAGE (NCAGE) code.

(b) The Offeror shall enter its CAGE code in its offer with its name and address or otherwise include it prominently in its proposal. The CAGE code entered must be for that name and address. Enter “CAGE” before the number. The CAGE code is required prior to award.

(c) CAGE codes may be obtained via—

(1) Registration in the System for Award Management (SAM) at [*www.sam.gov*](http://www.sam.gov)*.* If the Offeror is located in the United States or its outlying areas and does not already have a CAGE code assigned, the DLA Commercial and Government Entity (CAGE) Branch will assign a CAGE code as a part of the SAM registration process. SAM registrants located outside the United States and its outlying areas shall obtain a NCAGE code prior to registration in SAM (see paragraph (c)(3) of this provision).

(2) The DLA Commercial and Government Entity (CAGE) Branch. If registration in SAM is not required for the subject procurement, and the offeror does not otherwise register in SAM, an offeror located in the United States or its outlying areas may request that a CAGE code be assigned by submitting a request at <https://cage.dla.mil>.

(3) The appropriate country codification bureau. Entities located outside the United States and its outlying areas may obtain an NCAGE code by contacting the Codification Bureau in the foreign entity's country if that country is a member of NATO or a sponsored nation. NCAGE codes may be obtained from the NSPA at <https://eportal.nspa.nato.int/AC135Public/scage/CageList.aspx> if the foreign entity's country is not a member of NATO or a sponsored nation. Points of contact for codification bureaus, as well as additional information on obtaining NCAGE codes, are available at <http://www.nato.int/structur/AC/135/main/links/contacts.htm>.

(d) Additional guidance for establishing and maintaining CAGE codes is available at <https://cage.dla.mil>.

(e) When a CAGE Code is required for the immediate owner and/or the highest-level owner by 52.204-17 or 52.212-3(p), the Offeror shall obtain the respective CAGE Code from that entity to supply the CAGE Code to the Government.

(f) Do not delay submission of the offer pending receipt of a CAGE code.

(End of Provision)

## E.5 52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS (OCT 2018)

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

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

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

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

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

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

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

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

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

(i) In a criminal proceeding, a conviction.

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

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

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

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

(iv) In a criminal, civil, or administrative proceeding, a disposition of the matter by consent or compromise with an acknowledgment of fault by the Contractor if the proceeding could have led to any of the outcomes specified in paragraphs (c)(1)(i), (c)(1)(ii), or (c)(1)(iii) of this provision.

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

(d) The offeror shall post the information in paragraphs (c)(1)(i) through (c)(1)(iv) of this provision in FAPIIS as required through maintaining an active registration in the System for Award Management, which can be accessed via [*https://www.sam.gov*](https://www.sam.gov) (see 52.204-7).

(End of Provision)

## E.6 52.216-1 TYPE OF CONTRACT (APR 1984)

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

(End of Provision)

## E.7 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:

Hand-Carried Address:

Department of Veterans Affairs

Manchester VAMC

718 Smyth Rd

Manchester NH 03104

Mailing Address:

Department of Veterans Affairs

Manchester

718 Smyth Rd

Manchester NH 03104

(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.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)

## E.9 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.10 VAAR 852.233-70 PROTEST CONTENT/ALTERNATIVE DISPUTE RESOLUTION (SEP 2018)

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

(1) Include the name, address, fax number, email 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.11 VAAR 852.233-71 ALTERNATE PROTEST PROCEDURE (SEP 2018)

(a) As an alternative to filing a protest with the Contracting Officer, an interested party may file a protest by mail or electronically with: Executive Director, Office of Acquisition and Logistics, Risk Management and Compliance Service (003A2C), Department of Veterans Affairs, 810 Vermont Avenue NW, Washington, DC 20420 or Email: *EDProtests@va.gov.*

(b) The protest will not be considered if the interested party has a protest on the same or similar issue(s) pending with the Contracting Officer.

(End of Provision)

## E.12 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)(End of Addendum to 52.212-1)

## E.13 52.212-2 EVALUATION—COMMERCIAL ITEMS       OCT 2014

Submission of Quotes:

(1)          Quotes shall be received on or before the date and time specified in Block 8 of the SF 1449. Note: Quotes received after the due date and time shall not be considered.

(2)          Vendors shall submit their quotes electronically to [Craig.Harris@va.gov](mailto:Craig.Harris@va.gov)  via email.

(3)          Questions: Questions shall be submitted to the Contracting Officer in writing via e-mail.  Oral questions are not acceptable due to the possibility of misunderstanding or misinterpretation. The cut-off date and time for receipt of questions is 2/14/2019, NLT 12:00 Noon EST. Questions received after this date and time may not be answered.  Questions will be answered in a formal amendment to the solicitation so all interested parties can see the answers.

(4)          Quote Format: The submission should be clearly indexed and logically assembled in order of the evaluation criteria below.  Please include vendor DUNS and Cage Code.

(5)          Ensure your representations and certifications are complete in the System for Award Management (SAM)( <https://www.sam.gov>).  Otherwise, you will need to fill out solicitation provision 52.212-3 "Offeror Representation and Certifications -Commercial Items", and submit with the quote.   Federal Acquisition Regulations require that federal contractors register in the SAM database at <http://www.sam.gov> and enter all mandatory information into the system. Award cannot be made until the contractor has registered. Offerors are encouraged to ensure that they are registered in SAM prior to submitting their quotation.

**Evaluation Process:**

Award will be made to the best value, as determined to be the most beneficial to the Government.  Please read each section below carefully for the submittals and information required as part of the evaluation.  Failure to provide the requested information below shall be considered non-compliant and your quote could be removed from the evaluation process.

Quotes shall be evaluated under FAR Part 13.106-2(b) -- Evaluation of Quotations or Offers.  Therefore, the Government will not determine a competitive range, conduct discussions with all contractors, solicit final revised quotes, or use other techniques associated with FAR Part 15.  The Contracting Officer will conduct a comparative evaluation of quotes in accordance with FAR 13.106-2 (b).

The Government will award a contract resulting from this solicitation to the responsible quoter whose quote conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors shall be used to evaluate quotes:

1.            Price:   The Vendor shall complete the Price Schedule (attached) with proposed contract line item prices inserted in appropriate spaces.

2.            Past Performance:  Provide (3) references of work, similar in scope and size with the requirement detailed in the Performance Work Statement.  References must include contact information; brief description of the work completed, and contract # (if relevant).  Please utilize Attachment – Past Performance Worksheet for your references and please submit as part of your quote submission.  References may be checked by the Contracting Officer to ensure your company is capable of performing the Statement of Work.  The Government also reserves the right to obtain information for use in the evaluation of past performance from any and all sources to include PPIRS.

3.            Technical: The vendor’s quote shall be evaluated to determine if the organization has the experience and capabilities to provide the requested services in accordance with the Performance Work Statement in a timely efficient manner.

a.            Contractor shall demonstrate its experience to meet all requirements stated in the PWS.

b.            If you are planning to sub-contract some or all of this work, please provide the name and address(s) of all subcontractor(s) (if applicable) and a description of their planned subcontracting effort.